

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

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

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

**MOTION RECORD
(returnable June 19, 2019)**

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(as of June 13, 2019)

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**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**

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Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
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**NOTICE OF MOTION
(returnable June 19, 2019)**

RSM CANADA LIMITED (“RSM”), 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 19, 2019 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 19, 2019;
- (b) an order vesting the right, title and interest of 144 Park Ltd. (“**144 Park**”) in the Shared Units (as defined below) in and to 155 Uptown Ventures Inc. (“**155 Uptown**”

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- Ventures**”), free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Trustee’s certificate to 155 Uptown Ventures;
- (c) an order approving the Settlement and Release Agreement (as defined below) and authorizing the Trustee to execute the agreement and pay the settlement amount to the 144 Park Condominium Corporation (as defined below);
 - (d) an order sealing the unredacted Settlement and Release Agreement filed as a confidential appendix to the Twenty-Second Report of the Trustee dated May 31, 2019 (the “**Twenty-Second Report**”) pending further order of the Court;
 - (e) an order approving the Twenty-Second Report and the conduct and activities of the Trustee as described therein;
 - (f) an order approving the Trustee’s interim statement of receipts and disbursements for the period January 22, 2016 to March 31, 2019;
 - (g) an order approving the fees and disbursements of the Trustee, its insolvency counsel Chaitons LLP (“**Chaitons**”), and its real estate counsel Harris Sheaffer LLP (“**Harris Sheaffer**”), as set out in the Twenty-Second Report and the fee affidavits attached as appendices thereto; and
 - (h) 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, Collins Barrow Toronto Limited (“**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 “**144 Park Property**”) pursuant to the Order of The Honourable Mr. Justice Penny dated January 22, 2015 (the “**Appointment Order**”).
3. On December 5, 2017, RSM was appointed by the Court to replace CBTL as Trustee.
4. On May 25, 2015, the condominium declaration (the “**144 Park Declaration**”) was registered and Waterloo Standard Condominium Corporation 591 (the “**144 Park Condominium Corporation**”) was established.

Shared Units

5. A company related to 144 Park, One 55 Mady Ltd. (“**One 55 Mady**”), was the owner of the lands adjacent to the 144 Park Property and municipally known as 155 Caroline Street South, Waterloo (the “**155 Caroline Property**”).
6. One 55 Mady intended to construct a 19-storey residential condominium tower on the 155 Caroline Property (the “**155 Caroline Project**”), which would constitute a second phase to the 144 Park project, and the two projects would share certain facilities, including parking.

7. The 144 Park Declaration details that there are a number of units that are to be shared and used by the 144 Park Condominium Corporation and the condominium corporation to be established in connection with the condominium being constructed on the 155 Caroline Property (the “**155 Caroline Condominium Corporation**”), which are defined as “Shared Units” in the 144 Park Declaration (the “**Shared Units**”).
8. The 144 Park Declaration required the 144 Park Condominium Corporation, and the owner of the 155 Caroline Property at that time, One 55 Mady, to enter into a shared facilities agreement, which the parties did on March 6, 2015 (the “**Shared Facilities Agreement**”).
9. The Shared Facilities Agreement contemplates that the 144 Park Condominium Corporation and the 155 Caroline Condominium Corporation would each take title to a proportionate interest in the Shared Units based on the proportion of residential units in each of the two condominiums. The Shared Units are intended to be transferred to each condominium corporation for no consideration.
10. The 144 Park Declaration and the Shared Facilities Agreement require that the interest of 144 Park in the Shared Units be transferred, with 42.17% of each Shared Unit to be owned by the 144 Park Condominium Corporation, and 57.83% of each Shared Unit to be owned by the 155 Caroline Condominium Corporation.
11. As the condominium declaration for the 155 Caroline Project has not been registered by 155 Uptown Ventures and the 155 Caroline Condominium Corporation has not yet been established, it is proposed that 155 Uptown Ventures, as owner of the 155 Caroline Property and eventual declarant, take title to the Shared Units at this time. 155 Uptown

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Ventures has agreed to transfer its interest in the Shared Units to the 155 Caroline Condominium Corporation after it has been registered.

12. To complete the transfer of the Shared Units it is necessary for a vesting order to be granted, as the Shared Units are subject to mortgages and encumbrances that were registered against the 144 Park Property and the transfer must be completed free and clear of all claims and encumbrances.
13. In the circumstances, the Trustee requests that the Court grant a vesting order transferring 144 Park's right, title and interest in the Shared Units to the 144 Park Condominium Corporation and 155 Uptown Ventures in the percentages set out above, free and clear of all claims and encumbrances.

Settlement with 144 Park Condominium Corporation

14. As detailed at length in the Twenty-Second Report, there have been extensive discussions among the Trustee, the 144 Park Condominium Corporation, and Tarion Warranty Corporation (“**Tarion**”) regarding warranty, assessment and deficiency matters. Additionally, the 144 Park Condominium Corporation appealed Tarion's decision regarding certain deficiencies to the License Appeal Tribunal.
15. The Trustee and the 144 Park Condominium Corporation have agreed to the terms of a settlement and release agreement (the “**Settlement and Release Agreement**”), a redacted copy of which is attached as an appendix to the Twenty-Second Report.
16. The Trustee requests that the Court approved the Settlement and Release Agreement, and requests that the Court seal the Settlement and Release Agreement pending further Order

of the Court as publicly disclosing same may be prejudicial to the Trustee, the 144 Park Condominium Corporation and/or others in the residential property development industry.

Fees and Disbursements of the Trustee and its counsel

17. 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.
18. The fees and disbursements of the Trustee, Chaitons and Harris Sheaffer are detailed in the Twenty-Second Report and the fee affidavits appended thereto.
19. The Trustee is of the view that the fees and disbursements charged by Chaitons and Harris Sheaffer are fair and reasonable.

General

20. The Twenty-Second Report.
21. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
22. Section 68 of the *CLA*.
23. The inherent jurisdiction of the Court.
24. 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:

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

June 13, 2019

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Court-appointed Trustee**

TO: THE SERVICE LIST

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Court File No. CV15-10843-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable June 19, 2019)

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Court File No. CV15-10843-00CL

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TWENTY-SECOND REPORT OF THE TRUSTEE

May 31, 2019

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Confidential Appendix

Settlement Agreement (unredacted)

INTRODUCTION AND PURPOSE OF THE TWENTY-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 (“**Collins Barrow**”) 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 “**144 Park Property**”).
2. On December 5, 2017, the Court granted an order substituting RSM Canada Limited (“**RSM**”) in place of Collins Barrow as Trustee.
3. The purpose of this twenty-second report of the Trustee (the “**Twenty-Second Report**”) is to:
 - (a) provide the Court with an update on:
 - (i) progress made by the Trustee after completion of the conciliation inspection conducted by Tarion Warranty Corporation (“**Tarion**”) and issuance by Tarion of its July 25, 2018 Warranty Assessment Report (the “**July 2018 Warranty Assessment Report**”) in respect of various common element deficiencies claimed by Waterloo Standard Condominium Corporation 591 (the “**144 Park Condominium Corporation**”);

- (ii) the Trustee's progress with regard to rectifying any remaining deficiencies warranted by Tarion; and
 - (iii) the Trustee's efforts to reach a financial settlement with the 144 Park Condominium Corporation on all of its remaining claims;
- (b) provide the Court with information on certain common parking and recreational areas to be shared by the 144 Park Condominium Corporation with the condominium corporation (the "**155 Caroline Condominium Corporation**") to be established in connection with the condominium being constructed on the 155 Caroline Property (as defined below) pursuant to a shared facilities agreement; and
- (c) request that the Court grant orders:
 - (i) sealing the Settlement and Release Agreement (as defined below) until further Order of the Court;
 - (ii) approving the Settlement and Release Agreement and authorizing the Trustee to execute the agreement and pay the settlement amount to the 144 Park Condominium Corporation;
 - (iii) vesting the right, title and interest of 144 Park in the Shared Units (as defined below) in the 144 Park Condominium Corporation and 155 Uptown Ventures Inc. ("**155 Uptown Ventures**"), the proposed declarant of the 155 Caroline Project (as defined below);

- (iv) approving the Twenty-Second Report and the activities and conduct of the Trustee as described herein;
- (v) approving the Trustee's interim statement of receipts and disbursements for the period January 22, 2015 to March 31, 2019 (the "**R&D**"); and
- (vi) approving the fees and disbursements of the Trustee and its insolvency law counsel, Chaitons LLP ("**Chaitons**"), and real estate counsel, Harris Sheaffer LLP ("**Harris Sheaffer**"), as set out in the Twenty-Second Report and the fee affidavits attached as appendices hereto.

TERMS OF REFERENCE

4. In preparing this Twenty-Second 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, including without limitation 144 Park and other companies within the MADY Group (collectively, the "**Information**"). Certain of the information contained in this Twenty-Second 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.

5. Copies of all documents referred to in this Twenty-Second Report that are not attached hereto as appendices can be found on the Trustee's website at <https://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/144-park-ltd.html>, along with copies of all materials served and filed in this proceeding and Court orders and endorsements (with the exception of 148 vesting orders for sold residential units, lockers and parking spaces, and the vesting order for the guest suite).
6. All references to dollars in this Twenty-Second Report are in Canadian currency.
7. Unless otherwise defined in this Twenty-Second Report, defined terms have the meanings ascribed to them in the prior reports of the Trustee.

BACKGROUND

8. As has been previously reported to the Court, 144 Park acquired the 144 Park Property in September 2011 for the purpose of developing the lands and constructing a 19-storey residential condominium project containing 148 residential units and a guest suite (the "**144 Park Project**"). 144 Park is part of the MADY Group, which was a diversified real estate development group with commercial and residential business operations across North America.

9. Another company in the MADY Group, One 55 Mady Ltd. (“**One 55 Mady**”), was the owner of the lands adjacent to the 144 Park Property and municipally known as 155 Caroline Street South, Waterloo (the “**155 Caroline Property**”).
10. One 55 Mady intended to construct a 19-storey residential condominium tower on the 155 Caroline Property (the “**155 Caroline Project**”), which would constitute a second phase to the 144 Park Project, and the two projects would share certain facilities, including parking.
11. 144 Park commenced this proceeding as it was insolvent, and it was necessary for a trustee to be appointed to complete the remaining steps to register the condominium declaration, complete the closing of pre-sold units, complete the sale of the Unsold Units (defined below), and distribute the sale proceeds pursuant to Court order.
12. 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 144 Park Property;
 - (b) take possession and control of the 144 Park Property and any and all proceeds, receipts and disbursements arising out of or from the 144 Park Property;
 - (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 144 Park Property; and

- (d) complete and register the condominium declaration and do whatever else is necessary in order to cause the registration of the proposed condominium at the 144 Park Property.
13. 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.
14. 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.
15. As a result, there were 128 units that were the subject of 144 Park Sale Agreements, and 20 unsold units (collectively, the "**Unsold Units**").
16. As at the date of this Twenty-Second Report, the Trustee has closed transactions in respect of all residential units, parking units and storage units, including the Unsold Units and the guest suite.

WARRANTY ASSESSMENT REPORT AND DEFICIENCIES

Warranty Assessment Report Update

17. As set out in the Trustee's Twenty-First Report dated February 6, 2018, the Ontario New Home Warranty Program, was created by the Government of Ontario in 1976 to administer

the *Ontario New Home Warranties Plan Act*. 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. A more comprehensive description of Tarion's role with respect to real property developers and purchasers can be found in the Trustee's Sixteenth Report dated February 15, 2017 (the "**Sixteenth Report**").

18. As set out in the Trustee's Nineteenth Report dated June 8, 2017, Tarion conducted an on-site conciliation inspection of all Year 1 Deficiencies and Year 2 Deficiencies claimed to be outstanding by the 144 Park Condominium Corporation in connection with the 144 Park Project. The initial common area deficiency listings provided by the 144 Park Condominium Corporation included 1,415 Year 1 Deficiencies and 154 Year 2 Deficiencies (the "**PATS Lists**"). The Trustee rectified certain of these claimed deficiencies prior to commencement of and during Tarion's conciliation inspections. Tarion concluded its on-site inspections in or about February 2017 and indicated that it would issue its warranty assessment reports at the end of March 2017.
19. As set out in the Sixteenth Report, the issuance by Tarion of a warranty assessment report provides for an independent third-party determination of which items on the PATS Lists are warranted deficiencies (the "**Warranted Deficiencies**") in accordance with the

Construction Guidelines for the Ontario Home Building Industry. As a result of the volume of deficiencies reported by the 144 Park Condominium Corporation and the complexities associated with making a determination on whether to warrant certain reported deficiencies, Tarion's warranty assessment reports (the "**Warranty Assessment Reports**") were not released by Tarion until December 19, 2017.

20. Tarion had provided the Trustee until March 31, 2018 to rectify the Warranted Deficiencies or agree upon and execute a financial settlement with the 144 Park Condominium Corporation. Tarion advised the Trustee that, should it be required, Tarion would discuss an appropriate timeline with the Trustee for the Trustee to address certain Warranted Deficiencies that relate to items outside the building, as the season and weather, at that time, may not have allowed for the completion of those items.
21. The Board of Directors of the 144 Park Condominium Corporation (the "**Board**") requested that Tarion re-evaluate certain items that Tarion did not designate as being warranted in the Warranty Assessment Reports.
22. On February 14, 2018, Tarion scheduled a meeting with the Trustee and the Board at the 144 Park Project. During that meeting, the parties reviewed outstanding deficiencies as well as certain items that the Board requested Tarion to re-evaluate. Based on its discussions with its general contractor, the Trustee advised Tarion and the Board that the remaining warranted deficiencies, as set out in the Warranty Assessment Reports, would

be completed by the end of March 2018, except for those warranted items that were exterior items. At that time, a further meeting was scheduled for March 16, 2018.

23. Subsequent to the February 14, 2018 meeting, Tarion examined the items it was asked to re-evaluate. A copy of the common element meeting summary dated February 21, 2018, prepared by Tarion is attached hereto as **Appendix “A”**.
24. On February 28, 2018, Tarion provided the Trustee and the Board with a copy of its report dated February 27, 2018 (the **“February 27, 2018 Tarion Report”**) in which Tarion re-assessed certain items discussed during the meeting on February 14, 2018. A copy of the February 27, 2018 Tarion Report is attached hereto as **Appendix “B”**.
25. On March 16, 2018 and April 18, 2018, Tarion, the Board and the Trustee met again at the 144 Park Project to discuss the status of various warranted items that were either outstanding or for which the repairs conducted were not satisfactory to the Board. During that period, the Trustee, through its general contractor, continued to rectify Warranted Deficiencies.
26. In March 2018, the Trustee also discussed a possible financial settlement with the Board for a limited number of warranted items that the Trustee understood would be changed by the 144 Park Condominium Corporation, notwithstanding the Trustee’s rectification of those items. The Trustee ascertained its costs to rectify those deficiencies and made an offer to the Board. The offer was ultimately accepted and documented in a release, waiver

and indemnity agreement dated March 23, 2018 (the “**March 23, 2018 Release Agreement**”). A copy of March 23, 2018 Release Agreement is attached hereto as **Appendix “C”**.

27. On May 17, 2018, Tarion, the Board and the Trustee met again at the 144 Park Project in order to agree on and execute, at Tarion’s request and in accordance with its normal process, a repair agreement having a deadline date of July 31, 2018 (the “**Repair Completion Date**”) in which all known outstanding warranted repairs were to be completed (“**Repair Agreement #1**”). If as of the Repair Completion Date all warranted items were not completed or if the Board was not satisfied with the repairs, the Board had the right to request a conciliation inspection by Tarion. If there were warranted items found by Tarion that did not meet Tarion’s standards, Tarion would issue a claim assessment setting out the monetary compensation to be offered by Tarion to the 144 Park Condominium Corporation. A copy of Repair Agreement #1 is attached hereto as **Appendix “D”**.
28. After expiry of Repair Agreement #1, the Board advised Tarion that it was not satisfied with a number of the repairs performed by the Trustee’s general contractor. Tarion asked the Board whether the 144 Park Condominium Corporation was willing to extend the Repair Completion Date. On August 8, 2018, the Board confirmed that it was not willing to extend the Repair Completion Date.

29. On September 10, 2018, Tarion conducted its conciliation inspection and issued a claim inspection report on September 26, 2018 (the “**September 2018 Claim Inspection Report**”). Tarion found a number of unresolved warranted items, the majority of which related to scratched or poor finishes on suite doors (the “**Suite Doors**”). While the Trustee’s general contractor attempted to refinish the doors, Tarion advised that the refinishing work did not meet Tarion’s standard. A copy of the September 2018 Claim Inspection Report is attached hereto as **Appendix “E”**.
30. Tarion investigated several avenues to address the state of the Suite Doors, including having a direct discussion with the manufacturer. The manufacturer advised that the only manner in which to address the issue with the door finishes was to replace the Suite Doors.
31. Tarion obtained several quotes to replace the Suite Doors and complete the other remaining few Warranted Deficiencies that were not completed to the Board’s satisfaction and selected the lowest quote, which was for approximately \$94,000. Tarion advised the Trustee that its contractor’s quote on the purchase of the Suite Doors was based on a bulk purchase for the replacement of the Suite Doors at a significant discount. Tarion further advised the Trustee that considering the insolvency of 144 Park and the circumstances, and in order to allow the Trustee to be in the same position as if it had completed the replacement of the Suite Doors itself, Tarion would waive its 15% administration charge. On this basis, Tarion issued an invoice to the Trustee for \$93,575, which the Trustee paid in January 2019.

32. During the period up to the Repair Completion Date, Tarion was assessing various deficiencies that it had not rendered a decision on with regard to whether or not to warrant them. On July 25, 2018, Tarion released the July 2018 Warranty Assessment Report on the items for which it had not previously rendered a decision. A copy of the July 2018 Warranty Assessment Report is attached hereto as **Appendix “F”**.

Current Status of Deficiency Repairs and Settlement Discussions

33. The Trustee attended to all but a few remaining Warranted Deficiencies. In October 2018, the Board, Tarion and the Trustee met again at the 144 Park Project to discuss the remaining outstanding warranted items and executed another repair agreement on October 9, 2018 (“**Repair Agreement #2**”), which agreement expires on May 31, 2019. A copy of Repair Agreement #2 is attached hereto as **Appendix “G”**.
34. A list of the significant warranted items in respect of Repair Agreement #2 and one further issue in respect of a claim by the 144 Park Condominium Corporation that is not warranted is set out below:
- (a) Tarion’s warranty coverage of the failure in December 2017 of a second ball valve in the building;
 - (b) Tarion’s warranty coverage in respect of the HVAC system in the building and specifically the clearing of debris in the HVAC system and balancing of same, and

the costs for servicing the lockout of heat pumps due to debris build up in the system and/or balancing;

- (c) Tarion's warranty coverage over the purchase and installation of a heat pump in a unit that was purchased by an owner from the Trustee on an "as is, where is" basis;
- (d) Tarion's warranty coverage in relation to elevator vibration experienced by residents in one of the elevators at the 144 Park Project;
- (e) Tarion's warranty coverage over various deficiencies relating to windows and accessories thereto that were manufactured, supplied and installed by Aluminum Window Designs Ltd. ("AWD");
- (f) Tarion's warranty coverage in respect of the fire panel at the 144 Park Project and specifically the Board's request for documentation from the Trustee's contractor, which documentation confirms and supports the work done; and
- (g) the denial by Tarion of warranty coverage for claims made by the 144 Park Condominium Corporation in relation to the utilization of substandard materials used throughout the building by 144 Park during the construction of the 144 Park Project.

Details with regard to each of the above items and its status are discussed below.

Ball Valve Warranty

35. As set out in the Trustee's First Report dated April 17, 2015, a ball valve connected to the HVAC system in Unit 502, an unoccupied unit at the time, failed and resulted in a significant leakage of glycol and water in the building. The Trustee facilitated the attendance of: (i) an emergency services provider to perform immediate clean up of the 144 Park Project; and (ii) Nelco Mechanical Ltd., the party that installed the HVAC system at the 144 Park Project, to remove and replace the failed ball valve. The Trustee's insurer thereafter attended to remediation and rectification of the damage that occurred at the 144 Park Project.
36. In December 2017, the 144 Park Condominium Corporation advised the Trustee that a second ball valve had failed, which resulted in damage at the 144 Park Project. The 144 Park Condominium Corporation's insurer attended to remediation and rectification of the damage that resulted therefrom. The 144 Park Condominium Corporation's deductible, which it paid, was \$7,500. Tarion has warranted this payment and has requested that the Trustee pay the \$7,500 to the 144 Park Condominium Corporation prior to or upon the expiry of Repair Agreement #2.

HVAC System Warranty*Flushing and Balancing*

37. Prior to the Trustee's appointment, as result of 144 Park's insolvency, the HVAC system at the 144 Park Project appears not to have been maintained regularly. This appears to

have resulted in the build up of debris in the system and consequently the occurrence of lock outs of various heat pumps in a number of suites at the 144 Park Project. Heat pump lockouts were being experienced by residents of the 144 Park Project since the outset of the Trustee's appointment in which heat pumps would stop working and not allow suites to be heated or cooled.

38. Upon being informed that heat pumps were locked out, the Trustee would request of its HVAC services provider at the time, Cool Team Service Corp. ("**Cool Team**"), which was recommended by the 144 Park Condominium Corporation's property manager, that Cool Team attend at the 144 Park Project to inspect the locked out heat pumps and do what was necessary to fix them, which primarily consisted of clearing debris from the heat pump orifice and resetting the heat pump.
39. The Trustee also sought a permanent solution to this issue and Cool Team recommended that a filter be installed in the HVAC system. The Trustee facilitated the installation of the filter; however, heat pump lockouts continued to be experienced by the residents of the 144 Park Project. Cool Team subsequently changed its name to Neelands Group Limited ("**Neelands**").
40. In or about July 2016, the Trustee changed HVAC system service providers from Neelands to Keith's Plumbing and Heating Inc. ("**Keith's**"). Keith's rates were significantly lower than Neelands' rates and certain personnel of Keith's previously worked for the distributor of the heat pumps that 144 Park had installed at the 144 Park Project. Keith's continued to

service the Trustee's HVAC system needs, including attending to heat pump lockouts, until the end of June 2017. Based on Tarion's advice, the Trustee stopped servicing HVAC heat pump lockouts one month after expiry of the Tarion warranty over the HVAC system, which warranty expired on May 25, 2017. Thereafter, the 144 Park Condominium Corporation utilized the services of Neelands to attend to HVAC system requirements, as needed.

41. During the transition phase between Keith's and Neelands servicing the 144 Park Project, Keith's found that Neelands was back flushing into the HVAC system debris from locked out heat pumps with a view to having the installed filter catch the debris, rather than removing heat pumps from suites and flushing them into a separate receptacle or drain. The Trustee understands that this practice of back flushing debris into the system has resulted in a significant delay in the clearing of debris from the HVAC system, notwithstanding that the 144 Park Condominium Corporation has instituted a regular maintenance program, and has resulted in continued heat pump lockouts. On Keith's advice, the Trustee advised the 144 Park Condominium Corporation that Neelands should discontinue this practice and flush heat pumps in the manner recommended by Keith's. The Trustee understands that Neelands no longer back flushes debris into the HVAC system.
42. The Trustee was asked by the 144 Park Condominium Corporation and Tarion whether it was able to find an HVAC system balancing report to confirm that balancing was

performed by 144 Park. The Trustee reviewed the books and records of 144 Park and was not able to locate a balancing report. Tarion advised that if the system was not previously balanced by 144 Park, this may be a factor contributing to the lockout of heat pumps.

43. In its July 2018 Warranty Assessment Report, Tarion warranted the HVAC system for the clearance of debris and balancing of same. As support for its warranty, Tarion provided a report from its engineer, Morrison Hershfield Limited (“MH”), which attended at the 144 Park Project to perform various tests on the HVAC system. MH recommended that the HVAC system be flushed and balanced. Tarion recommended that the Trustee retain MH to have an appropriate scope of work drafted and oversee the flushing and balancing procedures.
44. The Trustee retained MH and obtained a scope of work, which included provision of the results of a test of a sample of glycol, prior to flushing the HVAC system, in order to ascertain whether the glycol in the system could be filtered or if it had to be replaced.
45. The Trustee, through Keith’s, obtained a sample of glycol in December 2018 and sent it to Rochester Midland Corporation (“RMC”) for testing. The results of the testing showed that the debris in the glycol was well below average. The Trustee forwarded this test result to MH and requested further guidance on the flushing and balancing procedure.
46. On March 13, 2019, MH issued a revised report (the “**MH March 2019 Report**”) setting out that, based on the results of the test performed by RMC, there was no need to flush the

HVAC system and that only balancing the system was required. A copy of the MH March 2019 Report is attached hereto as **Appendix “H”**.

47. On March 25, 2019, Pro-Air Testing Inc. (“**Pro-Air**”), the balancing agent recommended by MH, attended at the 144 Park Project to perform the system balancing. Pro-Air’s report on the system balancing was received by the Trustee on April 9, 2019 (the “**Pro-Air Report**”). The Trustee forwarded the Pro-Air Report, a copy of which is attached hereto as **Appendix “I”**, to MH for comment. On April 26, 2019, MH wrote to the Trustee by email and said “MH has reviewed the report and find the results to be aligned with the base building design. MH is in acceptance of the report. Since the water chemistry of the condenser water loop has been deemed acceptance under past email cover, and the balancing of the loop is meeting design, MH finds that the project requirements have been satisfied.”
48. While Tarion has advised that it believes that the Trustee has completed its obligations in respect of this warranted item, Tarion has further advised that it will warrant, for a period of one year, from the date the system was balanced, issues related to heat pump lockouts that result from and can be proven to be attributable to debris in the system or balancing. Tarion has advised the 144 Park Condominium Corporation that it will need to continue its regular maintenance program of the HVAC system and that if heat pump lockout issues are experienced in the future, the 144 Park Condominium Corporation will have to produce satisfactory records of such maintenance in order to make claims under Tarion’s warranty.

49. On April 1, 2019, the 144 Park Condominium Corporation advised that several heat pumps were locked out and that the 144 Park Condominium Corporation believed this was related to the balancing that was performed on March 25, 2019. On April 2, 2019, Pro-Air attended at the 144 Park Project, reviewed the issue and adjusted one valve that was not set to specification. The Trustee understands this issue was rectified that day. The Trustee has not, since that repair, been contacted by the 144 Park Condominium Corporation about any further heat pump lockouts since then to date.

Costs for Servicing of Heat Pump Lockouts

50. As discussed previously herein, the Trustee, based on Tarion's advice, stopped servicing heat pump lockouts approximately one month after expiry of the HVAC system warranty in May 2017.
51. In its July 25, 2018 Warranty Assessment Report, Tarion set out that it would warrant the costs incurred by the 144 Park Condominium Corporation from July 2017 forward for the service of heat pump lockouts that could be demonstrated to result from debris or flow related issues.
52. To date, the 144 Park Condominium Corporation has provided the Trustee with invoices totaling \$30,785 to support the costs for service of, among other things, heat pump lockouts resulting from debris and flow related issues. The Trustee has reviewed the invoices provided by the 144 Park Condominium Corporation and the Trustee is of the view that the eligible costs for reimbursement total \$15,974. If an appropriate agreement cannot be

reached between the Trustee and the 144 Park Condominium Corporation on the total costs to be reimbursed for this item, the Trustee will likely look to Tarion for further guidance and/or a determination of the costs to be reimbursed.

Unit 1903 Heat Pump Purchase and Installation Warranty

53. In early March 2017, the Trustee sold unit 1903 to a purchaser (the “**Unit 1903 Purchaser**”) on an “as is, where is” basis, the sale of which unit closed on April 21, 2017. The unit requires three heat pumps and two had been installed by 144 Park.
54. Some time later, when the Unit 1903 Purchaser was completing the unit, it contacted the Trustee to purchase a heat pump from the Trustee’s inventory of heat pumps. While the Trustee was drafting a bill of sale for the heat pump for the Unit 1903 Purchaser, the 144 Park Condominium Corporation intervened to state that it believed the purchase and installation of the heat pump was the Trustee’s responsibility because it was part of the common elements of the 144 Park Project and not part of unit 1903. The Trustee took the position that the Unit 1903 Purchaser was responsible to purchase and install the heat pump because: (i) unit 1903 was sold on an as is, where is basis; (ii) the Unit 1903 Purchaser knew of the missing heat pump and the Trustee’s expectation that the Unit 1903 Purchaser would purchase and install it; and (iii) the Trustee was in the process of drafting a bill of sale between the Trustee and the Unit 1903 Purchaser for the sale of a heat pump.

55. After reviewing the Trustee's position and the 144 Park Condominium Corporation's position, Tarion indicated that it would warrant the purchase and installation of the heat pump for Unit 1903.
56. After receipt of Tarion's decision in this regard, the Trustee advised Tarion and the 144 Park Condominium Corporation that the Trustee had heat pumps in inventory and would cause the heat pump to be installed. The 144 Park Condominium Corporation advised the Trustee that the Unit 1903 Purchaser already purchased from and had a heat pump installed by Neelands. Upon examination of the invoice provided by Neelands, the Trustee found that the charges levied by Neelands were approximately 45% higher than those charged by Keith's. The Trustee advised Tarion of this; however, Tarion indicated that the Trustee was required to reimburse the Unit 1903 Purchaser for its out of pocket costs prior to or upon the expiry of Repair Agreement #2, notwithstanding that the Trustee had heat pumps in inventory and the charges levied by Neelands for the cost and installation of the heat pump were considered by the Trustee to be excessive.

Elevator Vibration Warranty

57. The 144 Park Condominium Corporation, in its first-year performance audit listing, claimed that one of the elevators at the 144 Park Project was not operating properly, as there was a vibration that was heard and felt in the elevator when it went up or down. The Trustee observed this vibration on one or more of its attendances at the 144 Park Project.

58. The books and records of 144 Park contained a warranty from Delta Elevator Co. Ltd. (“Delta”), which the Trustee provided to the Board. The 144 Park Condominium Corporation diligently worked with Delta to try and resolve the issue; however, the Trustee was advised by the Board that on several occasions after Delta serviced the elevator the vibration would stop and then return some time later.
59. In the October 9, 2018 meeting among Tarion, the Board and the Trustee, Tarion advised the Trustee that the Trustee needed to get involved to have the issue resolved with Delta and added this item to Repair Agreement #2. The Trustee requested of the 144 Park Condominium Corporation’s property manager that it get in touch with Delta to come out to the 144 Park Project to ascertain the current status of the elevator repairs and thereafter to provide the Trustee with a status update, contact information and any documentation exchanged between the 144 Park Condominium Corporation and Delta in order that the Trustee could get involved.
60. The Trustee had not received any status update or documentation from the property manager and followed up with the property manager on February 26, 2019 to confirm that the Trustee had not received any information from the property manager in relation to the elevator issues. The property manager responded by email saying “Sorry I did not follow up. We have been in contact with Delta Elevator. They assure us that if vibrations arise again they will address it. So as far as Tarion involvement nothing further is required.” Based on the property manager’s email and the fact that the 144 Park Condominium

Corporation has not contacted the Trustee subsequently regarding any issues with the elevator, the Trustee considers this matter closed.

Warranty of Window Deficiencies

61. In its first-year performance audit listing, the 144 Park Condominium Corporation advised that there were a number of window related deficiencies that needed to be addressed. Upon review of 144 Park's books and records, the Trustee ascertained that the trade that installed the windows at the Property was AWD. Upon contacting AWD, the Trustee's general contractor was advised that AWD would not assist the Trustee unless the balance of its account was paid in full, notwithstanding AWD's collection of the holdback portion of its outstanding account.
62. The Trustee was able to source various parts with alternative suppliers to rectify a number of deficiencies; however, the few remaining parts required are manufactured by AWD. The Trustee contacted its counsel and requested that it contact AWD's counsel to see if AWD could be persuaded by its counsel to cooperate with the Trustee to provide the few remaining parts.
63. The Trustee's counsel initially contacted AWD's counsel on August 24, 2018 and has diligently continued to follow up since then without significant progress. On October 22, 2018, AWD's counsel provided the Trustee with the specific colour codes used by AWD at the 144 Park Project.

64. On November 14, 2018, the Trustee's counsel sent to AWD's counsel specifications for two windows and a window latch that were required to rectify the remaining deficiencies. On November 22, 2018, the Trustee's counsel was provided with a copy of an email from AWD to its counsel, which stated that AWD will review the list that needs to be serviced and that a quote would be emailed to AWD's counsel. The email further stated that AWD would need to be paid 100% up front before it ordered any material or scheduled a service man to go on site and complete service.
65. On November 22, 2018, the Trustee's counsel wrote to AWD's counsel to request that a quote be provided and that the Trustee would review it. Since that time, the Trustee's counsel has continued to follow up with AWD's counsel, but has not yet received any quote, nor has AWD's counsel responded in any substantive manner.
66. Tarion has advised that in the event that AWD does not cooperate, Tarion may have to have the parts made by a specialty manufacturer and charge the Trustee for same. The Trustee's counsel is continuing to try and make progress through AWD's counsel.

Fire Panel Warranty

67. In its first-year performance audit listing, the 144 Park Condominium Corporation reported a number of faults with the fire panel at the 144 Park Project. After discussions with the 144 Park Condominium Corporation regarding the faults, the Trustee engaged Vital Safety Services ("**Vital**"), the trade utilized and preferred by the 144 Park Condominium

Corporation, to look into the faults and report to the Trustee's general contractor regarding what needed to be done in order to rectify the faults.

68. Vital did not diagnose the issues and report back to the Trustee's general contractor, but instead chose to attempt to fix the issue without authorization from the Trustee. The faults on the fire panel were not rectified and Vital indicated that it would have to return to the 144 Park Project at a later date.
69. The Trustee followed up with Vital on several occasions regarding re-attending at the 144 Park Project, but was not able to arrange a date for same with Vital. On this basis, the Trustee engaged Forest City Fire Protection ("FCFP") a trade recommended by its general contractor to complete the necessary work.
70. FCFP diagnosed the issues with the fire panel, including certain software issues. FCFP rectified all hardware issues with the fire panel and contacted Mircom Technologies Ltd. ("Mircom"), the programmer of the fire panel software, and arranged to have Mircom attend on site to rectify any software and programming issues.
71. In its October 9, 2018 meeting, the 144 Park Condominium Corporation insisted that the Trustee have FCFP provide a letter confirming the work it performed and that nothing in the system was bypassed. The Trustee obtained the requested letter from FCFP and sent it to the Board on January 18, 2019. The Trustee has heard nothing further from the 144 Park Condominium Corporation regarding the fire panel issue and considers this matter closed.

Substituted Materials Claim

72. The 144 Park Condominium Corporation, in its first-year performance audit listing, included a claim for the utilization by 144 Park of substandard materials in all common element areas of the 144 Park Project (the “**Substandard Materials Claim**”).
73. The Substandard Materials Claim, in summary, claims that the materials used by 144 Park in the construction of the 144 Park Project are subpar in comparison to those presented in marketing materials and artists’ renderings that were showcased at 144 Park’s presentation centre in 2009 when pre-sale purchase and sale agreements were being executed by purchasers. The Substandard Materials Claim further alleges that a designer, Gordana Carr, was engaged by 144 Park to design the common element areas of the 144 Park Project. After registration of the condominium and constitution of the Board, the Board advises that it invited Ms. Carr back to the 144 Park Project to view the common element areas. In an affidavit obtained by the Board as evidence of its claim, Ms. Carr sets out her view that the finishes used in the construction of the 144 Park Project were not the same as those she recommended for use.
74. Tarion has reviewed the Substandard Materials Claim and has denied warranty of same, on several occasions, after being asked a number of times by the Board to re-examine the claim. The basis for Tarion’s denial of warranty over this claim is that the 144 Park Condominium Corporation refers to marketing brochures and rendering photos for finishes of the common element areas such as finishes of suite doors of the GPH level. Tarion states

that the condominium declaration document has no indication or illustration of any quality or specific finishing materials to be installed in the common element areas. Tarion has determined that there is no substitution and, therefore, no breach of the substitution warranty.

75. The Trustee also contacted Charles Mady, the former principal of 144 Park, to obtain some insight from the developer as to Ms. Carr's role and whether any documentation on common element finishes existed. Mr. Mady advised the Trustee that: (i) Ms. Carr's role was that of a consultant and that she was engaged, among a number of other consultants, to provide advice on the finishes to be included in the common areas of the 144 Park Project; (ii) 144 Park was under no obligation to complete the 144 Park Project with the designs or advice provided by Ms. Carr; and (iii) the documentation alleged by the Board to be "missing" in respect of the common element finishes never existed.
76. On January 21, 2019, the Trustee received the 144 Park Condominium Corporation's appeal to the License Appeal Tribunal (the "**LAT**") with respect to Tarion's decision to deny warranty coverage of the Substituted Materials Claim (the "**LAT Appeal Materials**"). A copy of the LAT Appeal Materials are attached hereto as **Appendix "J"**.
77. On January 24, 2019, the Board, without notice to the Trustee, wrote to the LAT in response to Tarion's request to have 144 Park added as a party to the proceeding. The 144 Park Condominium Corporation requested that Tarion's request to add 144 Park (in this case the Trustee) not be granted.

78. In its letter, the 144 Park Condominium Corporation sets out its position, including that:

- (a) as a result of 144 Park being deemed “unwilling and unable” and “not a registrant in good standing”, the Board considered its claim to be against Tarion only and as such, Tarion should be able to act alone in the appeal without fear of recourse from 144 Park;
- (b) 144 Park is no longer in business and will not be directly affected by the outcome of the 144 Park Condominium Corporation’s appeal and should therefore not have a significant interest in the proceeding;
- (c) Tarion’s decision to deny the 144 Park Condominium Corporation’s claim was based in part on the lack of original specification of materials. The Trustee was not able to produce any original specifications evidence to Tarion or the 144 Park Condominium Corporation in the past and is not expected to produce such or any other relevant evidence at this stage;
- (d) the Trustee representing the interests of 144 Park is a Construction Lien Trustee with the obligation to represent all parties, including the 144 Park Condominium Corporation, equally without bias to any one party. As a party to the LAT proceeding, the Construction Lien Trustee would be arguing on behalf of other debt holders against the 144 Park Condominium Corporation, which would place the Construction Lien Trustee in a conflict of interest position; and

- (e) in the past and during several collective meetings amongst the 144 Park Condominium Corporation, Tarion and the Trustee, the Trustee made it clear that it would not repair or settle any deficiencies unless those deficiencies have been clearly identified as warranted by Tarion. Therefore, in the absence of a vendor in good standing, it is the 144 Park Condominium Corporation's opinion that the presence of the Construction Lien Trustee in the appeal discussion will only stand in the way of negotiations with Tarion towards a potential resolution without a hearing.

A copy of the 144 Park Condominium Corporation's correspondence is attached hereto as **Appendix "K"**.

79. Tarion has advised the Trustee that any monetary award or settlement in favour of the 144 Park Condominium Corporation in respect of the Substituted Materials Claim would be charged to the bond held by Tarion. In the Trustee's view, exclusion of the Trustee in this matter would be prejudicial to 144 Park's other stakeholders.
80. On February 8, 2019, Tarion filed a Declaration of Representative, in which Tarion appointed one of its internal legal counsel as its representative for the subject LAT proceeding.
81. On March 4, 2019, the LAT held a case conference by telephone in which counsel to the Trustee, a representative of the Board and Tarion's counsel participated. The case

conference was adjourned on the basis that the 144 Park Condominium Corporation had not designated a representative. Once a representative was appointed by the 144 Park Condominium Corporation, the parties could discuss a possible settlement in advance of a hearing. The case conference was rescheduled to April 4, 2018. The LAT issued a case conference report and Order in respect of the March 4, 2019 case conference, copies of which are respectively attached hereto as **Appendix “L”** and **Appendix “M”**.

82. On March 6, 2019, the 144 Park Condominium Corporation filed its notice of representative in which it designated the firm of Duncan Linton LLP as its representative.
83. On March 12, 2019, counsel for the Trustee, the 144 Park Condominium Corporation and Tarion engaged in a conference call in which each party discussed its views on the subject matters.
84. On April 2, 2019, counsel to the Trustee wrote to counsel for the 144 Park Condominium Corporation in which it conveyed a possible financial settlement in respect of all warranted and non-warranted items in order to effectively and efficiently deal with all remaining outstanding matters. Counsel for the 144 Park Condominium Corporation responded by saying that it could not obtain a response from its client prior to the scheduled case conference. The parties to the case conference agreed to adjourn the case conference to May 10, 2019 on the basis that a possible financial settlement might be negotiated before that date.

85. On April 4, 2019, the LAT held a case conference by telephone in which counsel to the Trustee, counsel to the Board, and Tarion's counsel participated. The case conference was adjourned to May 10, 2019 so that the parties could discuss the possibility of settlement. The LAT issued a case conference report and Order in respect of the March 4, 2019 case conference, copies of which are respectively attached hereto as **Appendix "N"** and **Appendix "O"**.
86. Between April 4, 2019 and May 15, 2019, counsel to the Trustee and the Condominium Corporation exchanged settlement correspondence and drafts of settlement agreements. The Trustee discussed the proposed settlement amount with MarshallZehr Group Inc. ("**MZG**"), the senior secured lender of 144 Park and the only creditor that will be affected by the settlement. MZG has advised that it supports payment of the settlement amount in exchange for an appropriate release in favour of the Trustee and Tarion, among others.
87. On May 10, 2019, the LAT held a case conference by telephone in which counsel to the Trustee, counsel to the Board, and Tarion's counsel participated. The conference was adjourned to May 23, 2019 on the basis that the parties were closing to finalizing a settlement.
88. On May 15, 2019, the parties confirmed that they had agreed to a settlement and release agreement (the "**Settlement and Release Agreement**"). On May 17, 2019, the 144 Park Condominium Corporation's counsel advised that its client has signed the Settlement and Release Agreement and that counsel would be holding the document in escrow pending

receipt of the Court Order approving same and authorizing payment of the settlement amount and payment by the Trustee of the settlement amount. A redacted copy of the Settlement and Release Agreement is attached hereto as **Appendix “P”**.

89. The only portion of the Settlement and Release Agreement that has been redacted is the settlement amount. An unredacted version of the Settlement and Release Agreement will be filed with the Court as a confidential appendix to the Twenty-Third Report. The Trustee requests that the Court seal the Settlement and Release Agreement pending further Order of the Court as publicly disclosing same may be prejudicial to the Trustee, the 144 Park Condominium Corporation and/or others in the residential property development industry.
90. With respect to the case conference scheduled for May 23, 2019, it has been adjourned at the request of the 144 Park Condominium Corporation, as a result of the settlement that has been agreed to by the parties.

SHARED FACILITIES

91. As noted above, the appointment of the Trustee was sought to, among other things, take all necessary steps to complete the registration of the condominium.
92. On May 25, 2015, the condominium declaration (the “**144 Park Declaration**”) and Plan of Condominium 30CDM-13406 were registered and the 144 Park Condominium Corporation was established. A copy of the 144 Park Declaration is attached hereto as **Appendix “Q”**.

93. As set out in the 144 Park Declaration and noted above, it was the intention that the 144 Park Project would serve as “Tower I” and the 155 Caroline Project to be constructed on the 155 Caroline Property was to be “Tower II”.
94. The 144 Park Declaration details that there are a number of units that are to be shared and used by the 144 Park Condominium Corporation and the 155 Caroline Condominium Corporation, which are defined as “Shared Units” in the 144 Park Declaration (the “**Shared Units**”). Attached hereto as **Appendix “R”** are the parcel registers for the Shared Units, which are all still owned by 144 Park.
95. The 144 Park Declaration required the 144 Park Condominium Corporation, and the owner of the 155 Caroline Property at that time, One 55 Mady, to enter into a shared facilities agreement, which the parties did on March 6, 2015 (the “**Shared Facilities Agreement**”). The Shared Facilities Agreement was registered on title on April 16, 2015. Copies of the notice registered on title and the Shared Facilities Agreement are attached hereto as **Appendix “S”**.
96. The Shared Facilities Agreement contemplates that the 144 Park Condominium Corporation and the 155 Caroline Condominium Corporation would each take title to a proportionate interest in the Shared Units based on the proportion of residential units in each of the two condominiums. The Shared Units are intended to be transferred to each condominium corporation for no consideration.

97. As noted above, the 144 Park Condominium Corporation has 148 residential units. The Trustee has been informed by Harris Sheaffer that the current owner of the 155 Caroline Property and the proposed declarant of the 155 Caroline Project, 155 Uptown Ventures, intends to have 203 residential units in the 155 Caroline Project.
98. As a result, the 144 Park Declaration and the Shared Facilities Agreement require that the interest of 144 Park in the Shared Units be transferred, with 42.17% of each Shared Unit to be owned by the 144 Park Condominium Corporation, and 57.83% of each Shared Unit to be owned by the 155 Caroline Condominium Corporation.
99. As the condominium declaration for the 155 Caroline Project has not been registered by 155 Uptown Ventures and the 155 Caroline Condominium Corporation has not yet been established, it is proposed that 155 Uptown Ventures, as owner of the 155 Caroline Property and eventual declarant, take title to the Shared Units at this time. 155 Uptown Ventures has agreed to transfer its interest in the Shared Units to the 155 Caroline Condominium Corporation after it has been registered.
100. To complete the transfer of the Shared Units it is necessary for a vesting order to be granted, as the Shared Units are subject to mortgages and encumbrances that were registered against the 144 Park Property and the transfer must be completed free and clear of all claims and encumbrances.

101. In the circumstances, the Trustee requests that the Court grant a vesting order transferring 144 Park's right, title and interest in the Shared Units to the 144 Park Condominium Corporation and 155 Uptown Ventures in the percentages set out above, free and clear of all claims and encumbrances.

TRUSTEE'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

102. Attached hereto as **Appendix "T"** is the R&D for the period January 22, 2015 to March 31, 2019. During this period, receipts, including \$500,000 advanced to the Trustee by MZG, totaled \$50.7 million. Disbursements totaled \$50.0 million, including repayment of the amount advanced by MZG with interest of \$17,062 and a facility fee of \$25,000 and payments to secured lenders and lien claimants of \$38.1 million. The net cash balance in the Trustee's bank account as at March 31, 2019 is \$690,815.

FEES AND DISBURSEMENTS OF THE TRUSTEE AND ITS COUNSEL

103. 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.
104. The fees and disbursements of the Trustee for the period from November 14, 2014 to December 31, 2017 were previously approved by the Court pursuant to Orders of the Court

dated August 5, 2015, October 16, 2015, November 14, 2016, February 23, 2017 and February 14, 2018.

105. The total fees for the Trustee for the period from January 1, 2018 to March 31, 2019 were \$90,459.00, plus disbursements of \$595.90, plus HST of \$11,837.14, for a total of \$102,892.04. The time spent by the Trustee is more particularly described in the Affidavit of Arif Dhanani sworn April 29, 2019, which is attached hereto and marked as **Appendix “U”** and contains copies of invoices that set out the services provided during this time period.
106. The fees and disbursements of Chaitons, as insolvency counsel to the Trustee, for the period from December 15, 2014 to January 31, 2018 were previously approved by the Court pursuant to Orders of the Court dated August 5, 2015, October 16, 2015, November 14, 2016, February 23, 2017 and February 14, 2018.
107. The total fees of Chaitons for the period from February 1, 2018 to March 31, 2019, were \$8,545.50, plus disbursements of \$436.66, plus HST of \$1,137.68, for a total of \$10,119.84. The time spent by Chaitons is more particularly described in the Affidavit of Sam Rappos sworn May 2, 2019, which is attached hereto as **Appendix “V”** and contains, among other things, copies of invoices that set out the services provided during this period.

108. The fees and disbursements of Harris Sheaffer, as real estate counsel to the Trustee, for the period from January 2, 2015 to September 28, 2016 were previously approved by the Court pursuant to Orders of the Court dated August 5, 2015 and November 14, 2016.
109. The total fees of Harris Sheaffer for the period from September 29, 2016 to December 7, 2017, were \$9,292.50, plus disbursements of \$166.56, plus HST of \$1,221.45, for a total of \$10,680.51. The time spent by Harris Sheaffer is more particularly described in the Affidavit of Ari Katz May 1, 2019, which is attached hereto and marked as **Appendix "W"** and contains, among other things, copies of invoices that set out the services provided during this period of time.
110. The Trustee is of the view that the fees and disbursements charged by Chaitons and Harris Sheaffer are fair and reasonable.

TRUSTEE'S REQUEST TO THE COURT

111. Based on the foregoing, the Trustee respectfully requests that the Court grant the orders described in paragraph 3 (c) above.

All of which is respectfully submitted to this Court as of this 31st day of May, 2019.

RSM CANADA 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, LIT
Title: President

TAB A



RECEIVED
FEB 23 2018

February 21, 2018

WATERLOO CONDOMINIUM CORPORATION
591
144 Park St.
WATERLOO ON N2L 0B6

144 Park Ltd.
c/o Collins Barrow Toronto
Limited Construction Lien Trustee
11 King St. W., Ste. 700, Box 27
TORONTO ON M5H 4C7

Enrolment # H1637218
Case # 3234147

Vendor/Builder # B39278

Common Element Meeting Summary

Please find enclosed Tarion's Common Element Meeting Summary.

If you have any questions, please contact Chuck Murad at 1-877-982-7466 ext. 2167.

Regards,

Tarion Warranty Corporation

Common Element - Meeting Summary

Meeting: WATERLOO CONDOMINIUM CORPORATION 591
144 Park St. WATERLOO ON N2L 0B6
February 14, 2018

Present: Richard Magnussen, Board of Director-President - Via teleconference , WSCC 591
AJ Mueller, Board of Director, WSCC 591
Mike Williams, Board of Director, WSCC 591
Arif Dhanani, Trustee, RSM CANADA LIMITED
Lloyd Holloway, Pronto General Contractor for the Trustee
Gabriel Arbiento, Pronto General Contractor for the Trustee
Chuck Murad, Tarion Warranty Corporation
Sandro Nevicato, Tarion Warranty Corporation
Ron Salisbury, Tarion Warranty Corporation

Reference Number: 39278 - H1637218

The purpose of this Common Element Meeting (CEM) was to discuss the resolution progress of the warranted items per the Warranty Assessment Reports issued on December 19, 2017, disputed items from the non-warranted items identified by WSCC 591 and other matters of concerns raised by WSCC 591 and the Trustee.

WSCC 591 confirmed via-email received February 13, 2018 that the following warranted items are completed and resolved to their satisfaction: (the numbering used in this summary reportedly mirrors the numbering used in the Performance Audit).

For the 1st year Performance Audit (1st Yr. PA): items # 12, 14, 45, 65, 78, 99, 108, 130, 143, 174, 200, 209, 239, 245, 280, 309, 367, 397, 432, 465, 498, 535, 576, 667, 672, 673, 730, 796, 945, 946, 963, 994, 1002, 1015, 1092, 1097, 1099, 1164, 1176, 1190, 1192, 1323, 1325, 1326, 1341, 1342, 1385, 1398

For 2nd Yr. PA: Item # 83

The Trustee indicated that, except for the exterior items, all warranted items will be repaired and resolved by March 30th.

The following items/issues were discussed:

- Carpet items. WSCC 591 wanted the Trustee to install the new carpet material, the Trustee advised to review this matter and confirm how to proceed.
- The fire panel ULC has been revoked. The Trustee to review and get it done.
- Elevator issues related to item 1072 per Appendix F. WSCC 591 advised they have noticed

excessive vibration predominately in the single door elevator. Elevator service contractor has not been able to repair in spite of numerous attempts. WSCC 591 to provide Tarion with investigative/updated report concerning the remaining none-warranted elevator issues listed in this item.

- Item # 74 of the 2nd Yr. PA. Tarion will reassess.
- Item # 78 of the 2nd Yr. PA. WSCC 591 indicated that, at the time of conciliation inspection, all listed fire doors were determined to be not self-closing at electrical closets. Tarion will reassess.
- Item 1271 of the 1st Yr. PA. related to unit 510, Trustee confirmed there are three failed IGU units not two. Tarion will reassess
- 1st Yr. PA items # 53, 86, 117, 151 and 506, related to poor finish of carpet to tile transition, CPG section 12.1, Tarion will reassess.
- Ball valve issues, WSCC 591 advised they are in disagreement of Tarion's third-party engineering investigative report that deemed this matter not warranted. WSCC 591 to provide new information regarding the new incident occurred for Tarion's consideration.
- 1st Yr. PA item 1033. Tarion will review comments and reassess.
- 1st Yr. PA item 1199. Related to unit GPH3 (1903)'s heat pump. The Trustee indicated this suite was sold "As is/Where is" condition, and the heat pump was not included. WSCC 591 advised that the heat pump is a CE item and should be provided by the Trustee. The trustee will provide Tarion with copies of the APS and other related documents for review.
- 1st Yr. PA item # 919, is a warranted item, however, WSCC 591 completed the repairs. Therefore, the Trustee has no action regarding this item. Tarion confirmed the same.
- Substitution items - these items will be discussed in the next scheduled meeting.
- 1st Yr. PA item # 5, related to incomplete/missing fob system that was removed by the original builder to accommodate the City occupancy requirements. Tarion requires a copy of the OTC and/or pre-occupancy permit conditions for further review.

All parties agreed to meet on Friday, March 16, 2018 at 10:30 am.

I trust that all is in order.

Chuck Murad
Sr Warranty Services Rep, CE

TAB B



Warranty Assessment Report

Owner Name(s):	WATERLOO CONDOMINIUM CORPORATION 591
Enrolment Number:	H1637218
Enrolment Address:	144 Park St. WATERLOO, N2L 0B6
Vendor/Builder Name:	144 Park Ltd.
Vendor/Builder Number:	39278
Warranty Start Date:	May 25, 2015
Case Type/Sub-Type:	CE Case
Case Number:	3234147
Inspection Date:	N/A
Report Date:	February 27, 2018
Attendance at Inspection:	

Richard Magnussen, Board of Director-President - Via teleconference , WSCC 591
 AJ Mueller, Board of Director, WSCC 591
 Mike Williams, Board of Director, WSCC 591
 Arif Dhanani, Trustee, RSM CANADA LIMITED
 Lloyd Holloway, Pronto General Contractor for the Trustee
 Gabriel Arbiento, Pronto General Contractor for the Trustee
 Chuck Murad, Tarion Warranty Corporation
 Sandro Nevicato, Tarion Warranty Corporation
 Ron Salisbury, Tarion Warranty Corporation

This report indicates Tarion's assessment of the claim items submitted by the owner. The item numbers and descriptions in the report are exactly as submitted by the owner.

This report is divided into the following sections:

1. Assessment Summary
2. Warranted Items
3. Items Not Warranted
4. Items Not Assessed

Note: If there are no items in a section, that section will not appear on this report.

The warranties referred to in the report are described in Appendix "A".

1. Assessment Summary

This is only a summary. Please review the entire report to determine which items or aspects of items are covered by the warranties.

Item	Owner's Description	Tarion's Assessment
40	<p>First Year Performance Audit - PA Ref #: 53.0</p> <p>Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.</p> <p>Location: Level PH - elevator lobby (east and west side).</p>	Warranted
60	<p>First Year Performance Audit - PA Ref #: 86.0</p> <p>Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.</p> <p>Location: Level 17 - elevator lobby (east and west side).</p>	Warranted
80	<p>First Year Performance Audit - PA Ref #: 117.0</p> <p>Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.</p> <p>Location: Level 16 - elevator lobby (east and west side).</p>	Warranted
101	<p>First Year Performance Audit - PA Ref #: 151.0</p> <p>Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.</p> <p>Location: Level 15 - elevator lobby (east and west side).</p>	Warranted
293	<p>First Year Performance Audit - PA Ref #: 506.0</p> <p>Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.</p> <p>Location: Level 4 - elevator lobby (east and west side).</p>	Warranted
520	<p>First Year Performance Audit - PA Ref #: 1033.0</p> <p>Description: Active/signs of water leakage through soffit and foundation wall.</p> <p>Location: Level UG1 - Adjacent Stalls 23.</p>	Not Warranted

594	<p>First Year Performance Audit - PA Ref #: 1271.0</p> <p>Description: Unit owner reported failed seals on window glazing units.</p> <p>Location: Suite 509 (sliding door transom), 510 (3 windows), 906 (bedroom window), 1008 (1 window), 1103, 1104, 1108 (sliding door), 1210 (bedroom window), 1601 (dining room window), 1603 (both bedrooms), 1705 (living room window).</p>	Warranted
74	<p>2nd yr. PA.</p> <p>Performance Audit Reference #: 74.0</p> <p>Deficiency: 3.4 Life Safety Systems - Sprinkler head is to close to concrete ceiling</p> <p>Location: "Level 15 - Electrical closet. See Photograph No. 118"</p>	Warranted

2. Warranted Items

The following items are covered by the warranties and the vendor must resolve them.

- 40 First Year Performance Audit - PA Ref #: 53.0**
Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.
Location: Level PH - elevator lobby (east and west side).

Observation showed minor dent at the tile metal trim, and carpet to tile transition was measured approximately 7 mm and 9 mm at east and west elevator lobby respectively, which is acceptable condition according to CPG-12.1 and doesn't create a tripping hazard.

Re-assessment.

There was no transition strip installed. therefore, and based on CPG section 12.1, which stated in the remarks paragraph "Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.", a transition strip should be installed.

This is a defect in workmanship and is, therefore, a breach of the *One Year Workmanship Warranty*.

60 First Year Performance Audit - PA Ref #: 86.0

Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.

Location: Level 17 - elevator lobby (east and west side).

The tile metal trim was observed not flushed with the tile, the difference measured 7 to 9 mm at east and west sides respectively of the elevator lobby at level 17. Section 12.1 of the Construction Performance Guidelines (CPG) indicates that an abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased, and the use of transition strips do not constitute a tripping hazard. This case appeared to be acceptable.

Re-assessment.

There was no transition strip installed. therefore, and based on CPG section 12.1, which stated in the remarks paragraph "Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.", a transition strip should be installed.

This is a defect in workmanship and is, therefore, a breach of the *One Year Workmanship Warranty*.

80 First Year Performance Audit - PA Ref #: 117.0

Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.

Location: Level 16 - elevator lobby (east and west side).

The tile metal trim was observed not flushed with the tile, the difference measured approximately 10 mm at east and west sides of the elevator lobby at level 16. Section 12.1 of the Construction Performance Guidelines (CPG) indicates that an abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased, and the use of transition strips do not constitute a tripping hazard. This case appeared to be acceptable.

Re-assessment.

There was no transition strip installed. therefore, and based on CPG section 12.1, which stated in the remarks paragraph "Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.", a transition strip should be installed.

This is a defect in workmanship and is, therefore, a breach of the *One Year Workmanship Warranty*.

101 First Year Performance Audit - PA Ref #: 151.0

Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.

Location: Level 15 - elevator lobby (east and west side).

The tile metal trim was observed not flushes with the tile/carpet, difference measured 12 and 7 mm at east and west sides of the elevator lobby at level 15. Section 12.1 of the Construction Performance Guidelines (CPG) indicates that an abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased, and the use of transition strips do not constitute a tripping hazard.

Re-assessment.

There was no transition strip installed. therefore, and based on CPG section 12.1, which stated in the remarks paragraph "Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.", a transition strip should be installed.

This is a defect in workmanship and is, therefore, a breach of the *One Year Workmanship Warranty*.

293 First Year Performance Audit - PA Ref #: 506.0

Description: Poor finish of carpet to tile transition. The tile metal trim is bent/dented/warped. The carpet is not flush with the tile creating a tripping hazard.

Location: Level 4 - elevator lobby (east and west side).

The tile metal trim was observed not flushed with the tile, the difference measured approximately 10 - 15 mm on the west side of the elevator lobby at level 4. Section 12.1 of the Construction Performance Guidelines (CPG) indicates that an abrupt change in height where different floor finishes abut is acceptable provided the transition is suitably eased, and the use of transition strips do not constitute a tripping hazard. This case appeared to be acceptable.

Re-assessment.

There was no transition strip installed. therefore, and based on CPG section 12.1, which stated in the remarks paragraph "Standard practice is to install a transition strip of a material such as wood, metal or marble to ease the change in height. These transition strips do not constitute a tripping hazard and may be used at the builder's discretion. Transition strips may vary in material, colour, grain and/or dimension.", a transition strip should be installed.

This is a defect in workmanship and is, therefore, a breach of the *One Year Workmanship Warranty*.

594 First Year Performance Audit - PA Ref #: 1271.0

Description: Unit owner reported failed seals on window glazing units.

Location: Suite 509 (sliding door transom), 510 (3 windows), 906 (bedroom window), 1008 (1 window), 1103, 1104, 1108 (sliding door), 1210 (bedroom window), 1601 (dining room window), 1603 (both bedrooms), 1705 (living room window).

Observation showed that only the following suites have failed seals on window glazing units:

- Suite 509 - sliding door transom.
- Suite 510 - Master bedroom window, both top and middle left side.
- Suite 1108 - lower left spandrel of the sliding door.
- Suite 1210 - second bedroom window, lower middle panel.
- Suite 1601 - dining room window, inner seal compromised and failed.
- Suite 1603 - west bedroom window (middle right panel), north bedroom window (middle right panel).

Re-assessment.

This reassessment is related to the observation made at suite 510:

Upon the review of the notes taken at the time of the conciliation inspection, it was determined that, in addition to what was observed, the notes indicated there was another failed seals on the top right IGU unit located in the 2nd bedroom window.

This is a defect in materials and is, therefore, a breach of the *One Year Materials Warranty*.

74 2nd yr. PA.

Performance Audit Reference #: 74.0

Deficiency: 3.4 Life Safety Systems - Sprinkler head is too close to concrete ceiling

Location: "Level 15 - Electrical closet. See Photograph No. 118"

Measurement showed that the sprinkler head is 3/4 of an inch from the concrete ceiling. WSCC 591 to provide the OBC section that requires specific distance away from the ceiling.

Re-assessment.

Per section 4.7 of the CE CPG, which stated that the acceptable performance/condition "Upright sprinkler head deflectors are required to be located a minimum of 25 mm and a maximum of 300 mm below the slab per NFPA standards referenced in the Code.". 17mm is less 25mm the minimum required distance by the NFPA standard code, therefore, this sprinkler head must be corrected.

This is a violation of the *Ontario Building Code* affecting health and safety and is, therefore, a breach of the *Two Year Building Code - Health & Safety Warranty*.

3. Items Not Warranted

The following items are not covered by the warranties and the vendor is not required to take any further action.

520 First Year Performance Audit - PA Ref #: 1033.0

Description: Active/signs of water leakage through soffit and foundation wall.

Location: Level UG1 - Adjacent Stalls 23.

Observation showed an active leakage through soffit adjacent stall 23 at level UG1.

Re-assessment.

Upon the review of this item, notes and pictures taken during the conciliation inspection, it was determined that the previous assessment was a typo. No leakage was observed at the particular location, and the item is still not warranted.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

APPENDIX "A"

WARRANTIES UNDER THE ONTARIO NEW HOME WARRANTIES PLAN ACT - DEFINITIONS & DESCRIPTIONS

Note: These are simplified descriptions provided for ease of understanding. The full definitions/descriptions are found in the references in brackets. The warranties and limits on warranties are also described in the *Homeowner Information Package* and on www.tarion.com.

The Pre-Completion Warranties

Deposit Protection

- A home buyer who has entered into a contract to purchase a home from a vendor is entitled to reimbursement of a deposit paid to the vendor which is to be credited to the purchase price under the contract on closing if
 - the person has exercised a statutory right to rescind the contract before closing; or
 - the person has a cause of action against the vendor resulting from the fact that title to the home has not been transferred to the person because,
 - the vendor has gone into bankruptcy, or
 - the vendor has fundamentally breached the contract
- [s.14(1) of the *Ontario New Home Warranties Plan Act* (the "Act")].

Financial Loss for Contract Homes

- An owner of land who has entered into a contract with the builder for the construction of a home on the land and who has a cause of action against the builder for damages resulting from the builder's failure to substantially perform the contract is entitled to receive reimbursement for shortfall, if any, between the amount paid by the owner to the builder under the contract and the value of work and materials supplied by the builder [s.14(2) of the Act].

The Delayed Closing/Occupancy Warranties

Delayed Closing or Delayed Occupancy Compensation Warranty

- If the closing of the sale of your home or the occupancy date of the condominium is delayed beyond the permitted delays in the legislation, then delayed closing or occupancy compensation may be payable [Reg. 165 under the Act].

The One Year Warranty

Workmanship

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in a workmanlike manner [s.13(1)(a)(i) of the Act].

Materials

- Every vendor of a home warrants for one year after the date of possession that the home is free from defects in materials [s.13(1)(a)(i) of the Act].

Fit for Habitation

- Every vendor of a home warrants for one year after the date of possession that the home is fit for habitation [s.13(1)(a)(ii) of the Act].

Building Code

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in accordance with the *Ontario Building Code* [s.13(1)(a)(iii) of the Act].

Major Structural Defect

- Every vendor of a home warrants to the owner for one year after the date of possession that the home is free of major structural defects as defined in the legislation [s.13(1)(b) of the Act].

The Two Year Warranty

Water Penetration - Basement / Foundation

- Every vendor of a home warrants for two years after the date of possession that there will be no water penetration through the basement or foundation of the home [s.14 of Reg. 892 under the Act].

Water Penetration - Building Envelope

- Every vendor of a home warrants for two years after the date of possession that the home is constructed in a workmanlike manner and is free from defects in materials including windows, doors, and caulking such that the building envelope of the home prevents water penetration [s.15(2)(a) of Reg. 892 under the Act].

Distribution System

- Every vendor of a home warrants for two years after the date of possession that the electrical, plumbing and heating delivery and distribution systems are free from defects in materials and work. "Delivery and distribution systems" includes "all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances, fittings and fixtures" [s.15(2)(b) and s.15(1) of Reg. 892 under the Act].

Cladding

- Every vendor of a home warrants for two years after the date of possession that all exterior cladding of the home is free from defects in material and work resulting in detachment, displacement or physical deterioration [s.15(2)(c) of Reg. 892 under the Act].

Building Code - Health & Safety

- Every vendor of a home warrants for two years after the date of possession that the home is free from violations of the *Ontario Building Code* regulations under which the building permit was issued affecting health and safety, including but not limited to fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy [s.15(2)(d) of Reg. 892 under the Act].

Major Structural Defect

- Every vendor of a home warrants for two years after the date of possession that the home is free of major structural defects [s.15(2)(e) of Reg. 892 under the Act].

The Seven Year Warranty

Major Structural Defect

- Every vendor of a home warrants for seven years after the date of possession that the home is free of major structural defects [s.16 of Reg. 892 under the Act].

Unauthorized Substitutions

Selected Items

- Every vendor of a home warrants that the vendor shall make no substitutions in those items of construction or finishing for which the purchaser is entitled to make a selection pursuant to the purchase agreement without the written consent of the purchaser [s.18 (1) of Reg. 892 under the Act].

Specified Items

- Every vendor of a home warrants that, where the vendor makes a substitution with respect to an item that is referred to in the purchase agreement that is not an item that is to be selected by the purchaser, the item will be of equal or better quality than the item referred to in the purchase agreement [s.19 of Reg. 892 under the Act].

Exclusions from Warranty

Specific Warranty Exclusions

- The conditions and items that are not covered by the warranties are set out in the legislation [s.13(2) of the Act] and in the *Homeowner Information Package*.

TAB C

Release, Waiver and Indemnity

TO: RSM Canada Limited (the "Trustee"), in its capacity as construction lien trustee of the property owned by 144 Park Ltd. (the "Vendor")

AND TO: Tarion Warranty Corporation

RE: Waterloo Standard Condominium Corporation No. 591 (the "Corporation")

WHEREAS the Corporation has conducted a performance audit of the common elements of Waterloo Standard Condominium Plan No. 591 (the "Audit");

NOW THEREFORE IN CONSIDERATION of performance of the settlement described in Schedule "A" hereto (the "Settlement") and the terms and conditions hereinafter set out and in consideration of the payment of the sum of Ten (\$10.00) Dollars (the receipt and sufficiency of which is hereby acknowledged), the Corporation (hereinafter referred to as the "Releasor") hereby releases, waives and forever discharges the Trustee and the Vendor, and each of their directors, officers, employees, shareholders, agents, representatives, servants, successors and their respective successors and assigns, as well as the insurers thereof (collectively the "Releasees") of and from any and all claims, demands, debts, accounts, arrears, payments, actions, loss and causes of action whatsoever and howsoever arising which the Releasor had, now have or may hereafter have by reason of or arising from, as a consequence of, or in connection with the Settlement or relating in any manner whatsoever to any matter, work or deficiency with respect to the incomplete installation and functioning of security cameras, installation of carpets and balcony dividers of the Corporation's building, being item #s 3, 137, 169, 204, 239, 270, 274, 304, 337, 362, 391, 426, 457, 492, 662 and 781 on the Deficiency (PATS) List (the "March 21st Settlement Items"). For clarity, this Release, Waiver and Indemnity only applies to the items referred to in Schedule A hereof. No other claims of the Corporation are affected by this Release, Waiver and Indemnity.

AND FOR THE SAID CONSIDERATION, the Releasor further covenants and agrees to save the Releasees harmless and indemnify them from and against any and all claims, demands, actions and causes of action which may be made by the Releasor or any person, firm or corporation related to the Releasor or for whom at law the Releasor is responsible, arising from or in connection with the Settlement or relating in any manner whatsoever to any matter, work or deficiency with respect to the 'March 21st Settlement Items.

AND FOR THE SAID CONSIDERATION the Releasor hereby agrees and undertakes not to make any claim or demand or take any proceedings in connection with any of the claims released by virtue of the preceding paragraph hereof against the Tarion Warranty Corporation and/or any other person, entity or corporation who or which might claim contribution, indemnity or other relief over, from or against the Releasees, or any of them, by virtue of the said claim, demand or proceeding and the Releasor hereby indemnifies and agrees to save the Releasees harmless of and from all costs, liabilities or expenses (including, without limitation, costs on a substantial indemnity basis) which the Releasees incur as a result of a breach of the agreement and undertaking contained in this paragraph.

AND IT IS UNDERSTOOD and the Releasor hereby acknowledges and agrees that this Release, Waiver and Indemnity shall operate conclusively as an estoppel in the event of any claim,




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action or proceeding which has been brought or might be brought in the future by the Releasor with respect to the matters covered by this Release, Waiver and Indemnity. This Release, Waiver and Indemnity may be pleaded in the event of any such claim, action or proceeding as a complete defence and reply and may be relied upon in any proceeding to dismiss the claim, action or proceeding on a summary basis and the Releasor agrees that no objections will be raised by the Releasor in any such action.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Releasees do not by virtue of the consideration herein referred to, or otherwise, admit any liability to the Releasor and that such liability is in fact denied.

This Release, Waiver and Indemnity may be executed in counterparts and delivered by means of a fax transmission or legible PDF scan.

This Release, Waiver and Indemnity shall enure to the benefit of the Trustee, the Vendor and Tarion Warranty Corporation, and be binding upon the Releasor and its respective heirs, executors, administrators, successors, assigns and present or future owner or occupant of the Unit.

The Releasor acknowledges that he/she has had an opportunity to obtain independent legal advice in connection with the provision of this Release, Waiver and Indemnity.

IN WITNESS WHEREOF the Releasor has hereby executed this Release, Waiver and Indemnity on the date indicated below.

DATED this 23rd day of March, 2018.

**WATERLOO STANDARD CONDOMINIUM
CORPORATION NO. 591**

Per: _____

Name: *Richard Magnum*

Title: President

Per: _____

Name: *A.J. MUELLER*

Title: Secretary

We have the authority to bind the Corporation.

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Schedule "A"**Description of Settlement**

IN CONSIDERATION of the Corporation's agreement to provide the herein release relating to the following:

- (1) Deficiency Item # 3 in the Audit report described as: Incomplete installation and function of security cameras;
- (2) Deficiency Item #s 137, 169, 204, 239, 270, 274, 304, 337, 362, 391, 426, 457, 492 and 662 in the Audit report described as: Poor installation and finish of carpet; Crooked/misaligned carpet. Notwithstanding the specificity of the foregoing, the Releasor acknowledges that it is releasing, waiving and indemnifying the Releasee from any and all carpet installation issues (this does not include the Corporation's claim for substituted materials as they apply to carpet); and
- (3) Deficiency Item # 781 in the Audit report described as: Balcony divider panels are not installed in the correct location, creating different sizes of balcony area for each unit that vary from the drawings.

upon full execution of this Release, Waiver and Indemnity, the Trustee shall provide the following to the Corporation:

- (1) The amount of \$19,183.00 by cheque payable to the Corporation.



TAB D

REPAIR AGREEMENT – COMMON ELEMENTS

Between: RSIM CANADA LTD IN IT'S CAPACITY AS TRUSTEE OF THE PROPERTY OWNED BY 144 PARK LTD (the "Builder")

And: WSCC 591 (the "Condominium Corporation")


RE: 144 PARK ST. WATERLOO [condominium project address]


The parties agree to allow the Builder more time to make repairs to/resolve certain items on the following terms and conditions:

1. The Condominium Corporation has submitted a FIRST YR STATUTORY CONCILIATION CLAIM INSPECTION FORM [specify form] on JAN 1, 2017 [specify date] (the "Statutory Warranty Form") to Tarion Warranty Corporation ("Tarion").
2. The items listed in Schedule "A" to this agreement (the "Outstanding Items"), were listed on the Statutory Warranty Form and have not yet been resolved. The Builder has agreed to repair or resolve the Outstanding Items by the Repair Deadline of JULY 31, 2018 [specify date].
3. If the Repair Deadline passes and the Condominium Corporation is not satisfied with the Builder's efforts, the Condominium Corporation can request a conciliation on any/all of the Outstanding Items, so long as that request is made to Tarion within 30 days after the Repair Deadline – i.e., between AUG 1, 2018 [date] and AUG 1, 2018 [date] (the "Conciliation Request Timeframe").
4. If the Condominium Corporation does not contact Tarion within the Conciliation Request Timeframe to request a conciliation, the Condominium Corporation will be deemed to have withdrawn all warranty claims for the Outstanding Items, (i.e., the statutory warranties will no longer apply to the Outstanding Items).
5. This agreement to extend the time to repair or resolve the Outstanding Items:
 - (a) ~~is not an acknowledgment that the Outstanding Items~~ ^{ARE} warranted under the Ontario New Home Warranties Plan Act, and ~~warrantability can only be determined by Tarion if the conciliation takes place;~~ and
 - (b) does not add to or take away from the Condominium Corporation's statutory warranty rights as long as the Condominium Corporation requests conciliation within the Conciliation Request Timeframe.

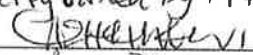
Date: MAY, 17, 2018

[Condominium Corporation]


Name: A.J. MUELLER
Title: Director


Name: R. MACGILLIVRAY
Title: PRESIDENT

I/we have authority to bind the Corporation.

[Builder] RSM CANADA LIMITED
in its capacity as Trustee of the
property owned by 144 Park Ltd.

Name: Arif Dharani
Title: Vice-President


Name: _____
Title: _____

I/we have authority to bind the Corporation.

Acknowledgement

Tarion acknowledges the above agreement and exercises its discretion to extend or abridge statutory timelines to accommodate this agreement.

TARION WARRANTY CORPORATION


Name: _____
Title: Ron Strisberg WSR

SCHEDULE "A" TO REPAIR AGREEMENT

Home Enrolment Number: H1637218 Statutory Warranty Form Type: CLAIM

Case Number: 3234147

List of Outstanding Items:

Item #	Room/Location	Description
①	5	1 ST YR PATS LIST AS OF MAY 17, 2018
②		2 ND YR PATS LIST AS OF MAY 17, 2018
		ERRORS & OMISSIONS ON ONE OF THE FORMS EXCEPTED

[Condominium Corporation]

[Signature]
Name: A.J. MUELLER
Title: Director

[Signature]
Name: R. M. G. G. G.
Title: PRESIDENT

I/we have authority to bind the Corporation.

[Resident] RSM CANADA LIMITED
in its capacity as Trustee of the property
owned by High Park Ltd.
[Signature]
Name: Anf Dharani
Title: Vice-President

Name: _____
Title: _____

I/we have authority to bind the Corporation.

WSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
69									
#REF!	15.0	Poor finish (damaged/scratched) of suite doors and need touch-ups.	Level GPH - Suite doors (GPH2 and GPH4)		4		Completed March 8, 2018		Not to Taron Standards
#REF!	20.0	Incomplete/poor finish of wallpaper to door frame perimeter (missing caulking/trim, loose/peeling wallpaper).	Level GPH: - Stair B door. - Stair D door. - Electrical closet door. - Garbage chute door. - Suite doors (GPH1, GPH2, GPH3, GPH4).		3		Completed March 13, 2018		at left of electrical closet very messy caulking job
#REF!	24.0	Tile floor is not aligned/flush with tile baseboard and tile floor termination.	Level GPH - elevator lobby.		3		Completed May 11, 2018		Not completed yet
#REF!	32.0	Incomplete/poor finish of door threshold to frame, with large open gap.	Level GPH - Suite GPH 2.	14	4				
#REF!	46.0	Poor finish (damaged/scratched) of suite doors.	Level PH - Suite doors (PH1 and PH4 only).		4		Completed March 8, 2018		Not Finished Yet.
#REF!	96.0	Incomplete/poor finish elevator door frame perimeter (peeling wallpaper, missing caulking, J-mold is exposed).	Level 17 - J-mold exposed at the elevator door frame perimeter and not finished properly.		3		Completed March 12, 2018		Not completed. above elevators - glue and loose seam
#REF!	98.0	Peeling wall paper	Level 17 - adjacent the following locations: - Suite doors 1701, 1702, 1703, 1704, 1705, 1706, 1707.	18	3	Rectified	Completed February 12, 2018		Poor job patching above baseboard between 1705 and 1706
#REF!	110.0	Door frames are bent/warped.	Level 16 - Suite doors 1603, 1605.		4		Completed February 27, 2018		1603 frame to be viewed by Gabriel and Chuck/Sandro for suggestions of how to fix.
#REF!	112.0	Incomplete finish of suite door wood threshold.	Level 16 - Suite doors (1601, 1602, 1603, 1604, 1605, 1606, 1607). Level 16 - adjacent the following locations: - Suite doors 1601, 1602, 1603, 1604, 1605, 1606, 1607. - Stair D.		4		Completed March 13, 2018		1603, 1604 not finished
#REF!	129.0	Peeling wall paper			3	Rectified	Completed February 14, 2018		Poor seam still beside and above 1607 and wood panel
#REF!	144.0	Poor finish (damaged/scratched) of suite doors.	Level 15 - Suite doors (1505 only).		4		Completed March 8, 2018		Not fixed. This door is badly damaged as reported in Taron report and has not been fixed or re-finished.

WSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo Graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
89									
#REF!	152.0	Incomplete/poor finish/termination of wood baseboard to tile baseboard.	Level 15 - elevator lobby (4 corners).		3		Completed March 12, 2018		Not quite done. Unfinished edge of tile still exposed.
#REF!	158.0	Detached/pulled away wood baseboard from wall.	Level 15 - adjacent stair D.		3		Completed March 12, 2018		Large gap between wall and baseboard is now simply filled with caulking. Should the wall not have been filled in and refinished to do a proper job? Taron to advise.
#REF!	160.0	Peeling wall paper	Level 15 - adjacent the following locations: - Suite doors 1501, 1502, 1503, 1504, 1505, 1506, 1507. - Elevator doors. - Make-up air grill.		3	Rectified	Completed February 14, 2018		Not all rectified. - top right at doorframe of Stair D -across from West Fire Cabinet
#REF!	191.0	Peeling wall paper	Level 14 - adjacent the following locations: - Suite doors 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410.		3	Rectified	Completed February 14, 2018		Not Rectified - above 1404, top right - above West Fire Phone
#REF!	210.0	Poor finish (damaged/scratched) of suite doors.	Level 13 - Suite doors (1301, 1305, 1306 and 1307 only).		4		Completed March 8, 2018		Not Finished Yet.
#REF!	216.0	Incomplete/poor finish of wallpaper to make-up air grill, fire pull stations, fire fighters phone, fire system plates.	Level 13 - throughout the corridor		3		Completed March 12, 2018		East side Fire Phone - Caulking around it is poor.
#REF!	218.0	Incomplete/poor finish/termination of wood baseboard to tile baseboard.	Level 13 - termination/transition between wood baseboard to tile baseboard at the east corner adjacent to the elevator lobby was poorly installed/finished and has open gaps at corners. Level 13 - adjacent the following locations: - Suite doors 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310.		3		Completed March 12, 2018		Not quite done. Unfinished edge of tile still exposed.
#REF!	228.0	Peeling wall paper			3		Completed February 14, 2018		Loose seem below East side Fire Hose Cabinet
#REF!	240.0	Glue residue on wallpaper at seams.	Level 12 - throughout the corridor		4	Rectified	Completed February 14, 2018		Glue still visible above 1205 and 1210

WSSC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
99									
#REF!	246.0	Poor finish (damaged/scratched) of suite doors.	Level 12 - minor scratches on doors of Units 1202, 1203, 1205 and 1206.		4		Completed March 8, 2018		Not Finished Yet.
#REF!	248.0	Incomplete finish of suite door wood threshold.	Level 12 - Suite doors (1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210).		4		Completed March 12, 2018		1206 not done
#REF!	263.0	Peeling wall paper	Level 12 - adjacent the following locations: - Suite doors 1201, 1202, 1205, 1206, 1207, 1208, 1209, 1210.		3	Rectified	Completed February 14, 2018		Missed spot beside 1210
#REF!	281.0	Poor finish (damaged/scratched) of suite doors.	Level 11 - minor scratches on doors of 1101, 1102, 1103, 1106, 1108 and 1110 only		4		Completed March 8, 2018		Not Finished Yet.
#REF!	310.0	Poor finish (damaged/scratched) of suite doors.	Level 10 - minor scratches located at Suite doors 1002, 1006 and 1009		4		Completed March 8, 2018		Not Finished Yet.
#REF!	342.0	Poor finish (damaged/scratched) of suite doors.	Level 9 - visible minor scratches on Suite doors 905, 906, 907, 908 and 909		4		Completed March 8, 2018		Not Finished Yet.
#REF!	368.0	Poor finish (damaged/scratched) of suite doors.	Level 8 - visible minor scratches at following doors: 802, 803 and 809		4		Completed March 9, 2018		Not Finished Yet.
#REF!	398.0	Poor finish (damaged/scratched) of suite doors.	Level 7 - minor visible scratches on suite doors 702, 703, 705, 707 and 708.		4		Completed March 9, 2018		Not Finished Yet.
#REF!	433.0	Poor finish (damaged/scratched) of suite doors.	Level 6 - scratches at the the following suite doors 601, 603, 604 and 609.		4		Completed March 9, 2018		Not Finished Yet.
#REF!	466.0	Poor finish (damaged/scratched) of suite doors.	Level 5 - major scratches at the following suite doors 501, 502, 503, 504, 506, 507 and 508.		4		Completed March 9, 2018		Not Finished Yet.
#REF!	491.0	Poor installation and finish of wood baseboards.	Level 4 - wood baseboard installation is fine, however, the finish work is poor throughout the corridor		4		Completed March 8, 2018		Poor installation / connecting pieces together on left of 404 door and left of 401 door

WSSC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo Graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
70									
#REF!	499.0	Poor finish (damaged/scratched) of suite doors.	Level 4 - damage/scratches on suite doors 402, 403, 404 and 406.		4		Completed March 9, 2018		Not Finished Yet.
#REF!	607.0	Incomplete/poor finish and location of electrical box above door.	Level 3 - wall paper wasn't finished properly around the electrical box above the media room door. WSSC 591 did not demonstrate any issue in regards to the electrical box location.	42	3				
#REF!	687.0	Missing bolts are several baseplate locations.	Ground Level - lobby stair railings.	56	2		Completed May 10, 2018		2 bolts are loose in 2 base plates still.
#REF!	722.0	Poor finish (damaged/scratched) of suite doors.	Ground Level: - North corridor adjacent units TH5, TH6, TH7 - South corridor adjacent Units TH1, TH2, TH3, TH4.		4		Completed March 9, 2018		Not Finished Yet.
#REF!	725.0	Detached/pulled away wood baseboard from wall.	Ground Level: - North corridor adjacent units TH5, TH6, TH7, TH8. - South corridor adjacent Units TH1, TH2, TH3, TH4.		3		Completed March 12, 2018		The reason for the detached baseboards is a bent wall. The repair made was simply to caulk the open gaps. Shouldn't the walls have the hollows filled out to straighten out the walls? Tarion to inspect and assess.
#REF!	740.0	Detached/missing insulation along ceiling.	Ground Level - garbage room, near overhead door.	61	3				
#REF!	745.0	Incomplete/poor paint finish on door and frame.	Ground Level - north corridor: - paint finish is incomplete on door and frame of garage vestibule doors (x2). - Locker room door adjacent Unit TH5 is complete.		4		Completed February 6, 2018		Not finished well. Poor paint job with overpaint on hinges, open cracks at ceiling, overpaint on doorframe and wall...
#REF!	749.0	Crooked installation of fire hose cabinet.	Ground Level - north corridor - adjacent TH5 and TH8.		4		Completed May 12, 2018		wall painting yet to be finished
#REF!	762.0	Incomplete/poor finish of sloped metal roof to stucco wall at top edge. Unprotected opening can allow for water penetration	Mechanical penthouse roof, top corners adjacent make-up air unit and cooling tower.	66	2		Completed May 16, 2018		Please explain what was done. No work is obvious to see.

WSSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
71									
#REF!	763.0	Deteriorated/debonded stucco finish on wall.	- Northwest corner of mechanical penthouse near make-up air unit. - Northeast corner of mechanical penthouse near cooling tower.	67	2		Completed May 16, 2018		Yet to be inspected
#REF!	777.0	Construction cleaning not completed on balconies, terraces, windows, walls, etc.	GPH2 - sealant residues on window wall glazing at balcony; Unit 1701 - red residues/spots on dining room balcony, scratches on exterior of aluminum sliding door panels, white residue on sliding door glass, red liquid/spill scattered all over the pre-cast panel outside the living room window; Unit 1603 - wood debris at top of balcony soffit.		3		Completed April 23, 2018		Yet to review with unit owners
#REF!	779.0	Incomplete/poor finish of paint patches on slab soffit.	North Elevation - Suite 407.		3				
#REF!	792.0	Damaged stucco finish adjacent entrance door (top right corner).	North Elevation - Suite TH05.		3				
#REF!	793.0	Chipped/delaminated corner of precast window header detail.	North Elevation - Suite TH06, 2nd floor window - middle precast window chipped at two locations.		2				
#REF!	794.0	Chipped/delaminated corner of precast window sill detail.	North Elevation - Suite TH06, 2nd floor window - left precast window chipped at one location		2				
#REF!	795.0	Chipped/delaminated corner of precast window sill detail.	North Elevation - Suite TH08, ground floor - chipped/delaminated at four locations		2				
#REF!	811.0	Construction cleaning not completed on balconies, terraces, windows, walls, etc.	West elevation, specifically on the precast panel wall between the main entrance way and adjacent TH.		3				

WSSC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
72									
#REF!	818.0	Chipped/delaminated corner of precast window header detail.	West Elevation - Suite TH01 - 2nd floor middle window header chipped in the middle.	81	2				
#REF!	831.0	Debonded/cracked stucco finish.	Suite TH4 - top left corner of sliding door on terrace.		3				
#REF!	835.0	Incomplete/poor paint patch on soffit.	Suite 407 - terrace.		3		Duplicate of item 779.0		
#REF!	839.0	Scratched top rail of railing.	Suite 406.		3		Completed April 23, 2018		yet to review with unit owner
#REF!	840.0	Pitted/divets in concrete slab surface.	Suite 704.	86	3		Completed April 23, 2018		yet to review with unit owner
#REF!	848.0	Poor installation/finish of wood sill trim for balcony door.	Suite 1106 - wood sill trim for north balcony door of suite 1106 is poorly installed and finished.		3		Completed May 16, 2018		yet to review with unit owner
#REF!	852.0	Construction debris on top rail of railing.	Suite 1106.		3		Completed April 23, 2018		yet to review with unit owner
#REF!	853.0	Construction debris on slab surface (blotchy, staining, rust stains, etc.)	Suite 1106.	91	3		Completed April 23, 2018		yet to review with unit owner
#REF!	862.0	Glazing tape for insulated glazing unit is displaced/squeezing out.	Suite 1603 (kitchen).		3		Completed April 3, 2018		Not Completed. Pane was replaced but the window seal now whistles when the wind blows and the plastic insert around the window pane appears loose in one place.
#REF!	863.0	Window latch catch latch when opening and does not operate properly.	Suite 1603 (kitchen).		3		Tarion to assess \$ value		yet to review with unit owner
#REF!	883.0	Construction debris on window frame.	Suite GPH1 (northwest terrace) - glue residue on top of window frame.		3		Completed April 23, 2018		yet to review with unit owner
#REF!	884.0	Light fixture is not flush with precast panel and missing caulking, electrical box is exposed.	- Suite GPH1 (northwest terrace). - Suite GPH1 (northeast balcony). - Suite GPH1 (west terrace). - Suite GPH1 (west balcony). - Suite GPH1 (northeast balcony).	96	2		Completed April 13, 2018		yet to review with unit owner
#REF!	888.0	Missing/detached spandrel panel.	Suite GPH2 (northeast terrace) - two spandrel panels.	97	1		Contracted to glass trade		
#REF!	892.0	Incomplete/poor finish of precast coping stone edge near corner of window wall.	Suite GPH1 (northwest terrace).	99	3				
#REF!	898.0	Construction debris on window frame.	Suite GPH3 (north side of terrace).		3		Completed April 23, 2018		yet to review with unit owner

WSSC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
73									
#REF!	900.0	Misaligned concrete sidewalk to precast concrete steps.	Unit TH5 & TH6.	100	3		Completed May 2, 2018		Please clean up and trim expansion joints
#REF!	908.0	Poor brick wall patch, with mortar joint and brick colours that don't match.	Adjacent loading dock area.	105	3				
#REF!	914.0	Active/signs of water leakage through soffit.	Level P3 - Near exhaust staff adjacent Stall 1.	107	1		Completed April 13, 2018		Lloyd please to show what was done.
#REF!	997.0	Inadequate slope in slab to drain, resulting in ponding/standing water around the drain. Drain is not the low spot.	Level P1 - Stall 40.		1				
#REF!	1021.0	Active/signs of water leakage through soffit.	Level UG1 - Along trench drain adjacent Stall 1 & 44.	128	1				
#REF!	1025.0	Active/signs of water leakage through soffit and foundation wall.	Level UG1 - Adjacent stall 6&7.	129	1		Completed May 7, 2018		re-finishing of wall/soffit still to do
#REF!	1028.0	Active/signs of water leakage through soffit and foundation wall.	Level UG1 - Adjacent Stalls 13.	130	1		Completed May 7, 2018		re-finishing of wall/soffit still to do
#REF!	1029.0	Active/signs of water leakage through soffit and foundation wall.	Level UG1 - Adjacent Stalls 14.		1		No active leak found at this location		re-finishing of wall/soffit still to do
#REF!	1031.0	Active/signs of water leakage through soffit and foundation wall.	Level UG1 - Adjacent Stalls 21.		1		Completed May 2018		re-finishing of wall/soffit still to do
#REF!	1034.0	Active/signs of water leakage through soffit and foundation wall.	Level UG1 - Adjacent Stalls 24.		1		Completed May 2018		re-finishing of wall/soffit still to do
#REF!	1046.0	Rusted drain pipe.	Level UG1 - Along trench drain adjacent Stall 1 & 44.	133	1				
#REF!	1071.0	Incomplete/poor finish of elevator door frames.	Level UG1 - Elevator lobby - flaking of paint around door frame.		3		Completed April 13, 2018		Overpaint still on sides of door frames

WSSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo Graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
74									As per Solucore, several outstanding original deficiencies still exist. Delta has been notified. The Elevator deficiencies listed in Appendix F are Tarion warranted items and Solucore specifically pointed out the outstanding deficiencies that had not been repaired. Delta is working on repairing deficiencies and another Solucore inspection will need to be done after Delta has completed their work. WSSCC 591 expects the Tarion warranty to be upheld for outstanding deficiencies not fixed by Delta. Tarion to please confirm.
#REF!	1072.0	Deficiencies relating to the elevator equipment within the building have been labelled within the Elevator Performance Audit Report. Please refer to Appendix F for the report.	Machine guarding only		1	Elevator issues are Delta's. Trustee has a warranty certificate.	Completed December 19, 2017 Trustee's position updated in its email dated May 3, 2018		Note: # 65 of Yr2 audit is related to this item. To reduce the number of related/duplicate open items, this item #1079 was kept open to resolve both. WSSCC 591 will not sign off until all fire panel issues have been fixed.
#REF!	1079.0	There is a trouble/alarm on the fire panel indicating low temperature in the sprinkler room. The temperature in the sprinkler room needs to be adjusted to address the trouble/alarm. Or the sensor in the sprinkler room needs to be replaced if faulty.	Sprinkler room low temperature alarm - sensor is to be relocated away from the garage door.		1	Response not related to deficiency. This is a specific issue relating to a temperature sensor and nothing more.	Completed - sensor relocated and no low temperature alert since this was done.		
#REF!	1189.0	According to the maintenance contractor, the carbon monoxide (CO) sensor does not appear to be operating properly - the green LED is not lit. The sensor should be tested and recalibrated. If found to be defective then it should be replaced.	P1 level near parking spot #26		2		Contracted to trade		
#REF!	1266.0	Unit owner reported window is etched/scratched from construction.	Unit 1106 only		2		Completed March 13, 2018		Not completed as per unit owner

WSSC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
75									
0	1271.0	Unit owner reported failed seals on window glazing units.	Suite 509 - sliding door transom; Suite 510 - Master bedroom window, both top and middle left side; Suite 1108 - left spandrel sliding door; Suite 1210 - second bedroom window, lower middle panel; Suite 1601 - dining room window, inner seal compromised and failed; Suite 1603 - west bedroom window (middle right panel), north bedroom window (middle right panel)				All done, except only Unit 510 remaining.		Yet to be verified with unit owners
#REF!	1273.0	Unit owner reported issues with balcony slab finish.	Suite 605 - construction debris; Suite 1701 - paint residue staining; Suite 1704 - delaminated patches are measured 15 cm x 15 cm; Suite 1705 - construction debris (paint etc); Suite 1706 - deep surface cracks varies from 1 mm to 15 mm		2		Completed April 23, 2018		Yet to be verified with unit owners

WSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo Graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
76									
#REF!	1277.0	Unit owner reported damaged/chipped/scratched window.	Suite 705 (second bedroom) - chip of glass pane from the outside; Suite 908 - deep scratches at top window pane located at the kitchen/den window; Suite 1106 - scratched upper right side panel window from exterior; Suite 1301 - minor scratches on inside frame of master bedroom, scratches on window frames at two locations of living room window (to the left), also construction debris left outside; Suite 1601 - scratched and damaged frame of the operable portion of the window; Suite 1701 - a scratch near the frame/sliding door handle		2		All done, except only Unit 1106 remaining		Yet to be verified with unit owners
#REF!	1278.0	Unit owner reported ponding water around parking stall.	Suite 705 (stall 8), 1201 (stall A63/A64).		2				
#REF!	1284.0	Unit owner reported issues with air leakage at window.	Suite 1601 - sliding brushes at exterior operable portion of the window (located above kitchen sink) and appeared short and have voids		2		Tarion will have to assess \$ value		

WSSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
1383	1383.0	Party room door from corridor is damaged and chip bottom of door.	Level 4 - party room.		3		Completed March 14, 2018		Very poor finishing job. Damaged door is not repaired.
1372	1372.0	Unit owner reported missing light on terrace.	Suite 1702 - light fixture is not missing, however, installation is very poor		2		Completed March 25, 2018		Yet to confirm with unit owner
1363	1363.0	Delamination/chipped precast panel corner.	South elevation - Suite 602 window adjacent balcony.	160	2				
1330	1330.0	Missing metal flashing on concrete curb around fence post.	4th floor terrace -terrace of Unit 402.		3				
1329	1329.0	Missing metal flashing on concrete curb around fence post.	4th floor terrace -terrace of Unit 401.		3				
1328	1328.0	Missing metal flashing on concrete curb around fence post.	4th floor terrace - terrace of Unit 409.		3				
1327	1327.0	Missing metal flashing on concrete curb around fence post.	4th floor terrace - between terrace of Unit 408/409.	145	3				
#REF!	1317.0	Unit owner reported damaged concrete piece of precast moulding.	Suite GPH1.		2				
#REF!	1312.0	Unit owner reported missing screens for balcony door and 3 windows.	Suite GPH1 - balcony door only		2		Tarion will have to assess \$ value		
#REF!	1303.0	Unit owner reported issues with window closure latches with missing parts.	Suite 1605		2		Tarion will have to assess \$ value		
#REF!	1302.0	Unit owner reported poor mitred joints in railing an loose screws.	Suite 1603		2		Tarion will have to assess \$ value		
#REF!	1296.0	Unit owner reported window lock does not function properly.	Suite 1701.		2		Tarion will have to assess \$ value		
#REF!	1287.0	Unit owner reported damaged/scratched balcony door.	Unit 1505 - aluminium flashing dented/damaged, scratches and paint residue at balcony door, damaged screen door installed upside down and has holes inside		2				

WSCC 591 - Year 1 Warranted Deficiencies Status Update

Item #	Performance Audit Ref. #	Deficiency Description	Deficiency Location	Photo graph Reference	Priority	Vendor's Position	Vendor's Response (include Date Repair Completed where applicable)	Condo Corp Position	Condo Corp Response
78									
1389	1389.0	Fire phone has not annunciation or communication between master phone and this phone.	Level 2 parking stair A.		1		Completed March 2018		Part of Fire Panel Problem. Not yet Completed
1399	1399.0	Maintenance contractor report that the fire annunciator CO system trouble is always beeping. That's because their alert set point is same as control point of the parking fans. They need a lower control point for fans control, and should give a higher point for trouble alerting.	Fire Annunciator and CO system.		1		Contracted to trade		Note: # 66 of Yr2 audit is related to this item. To reduce the number of related/duplicate open items, this item #1399 was kept open to resolve both.

WSSC 591 - Year 2 Warranted Deficiencies Status Update

Item #	Performance Audit	Deficiency Description	Location Description	Photograph Reference	Priority	Vendors position	Vendors Response	Condo position	Condo response
1	1.0	Exposed spray foam insulation at sides of roll-up door, combustible material should be protected.	Garage room.	2	2		Completed January 22, 2018		Not Completed and reviewed with Lloyd. To be completed by professional caulker.
2	2.0	Cracked/open fire seal adjacent exit door.	Exterior exit door of Stair B.	3	2		Completed January 22, 2018		
11	11.0	Soffit water leakage.	Parking stall 28.		1		No evidence of active water leak		
21	21.0	Foundation wall water leakage.	Sprinkler room - north wall.	9	1		No evidence of active water leak		
39	39.0	Missing/detached bolt on divider panel baseplate, making it loose.	Suite TH7.	27	2		Completed April 23, 2018		
41	41.0	Missing/detached caulking at top corner of exterior door.	small spot of caulking missing at level 3 of top left corner or exterior door of Suite TH7	29	2		Completed April 13, 2018		
43	43.0	Missing/detached caulking at base of wall (precast panel to metal flashing.	Suite 407.	31	2		Completed April 13, 2018		
44	44.0	Debonded caulking at precast panel to metal flashing at curb.	Suite 705 (north side of balcony).	32	2		Completed April 13, 2018		
45	45.0	Debonded caulking at precast panel to soffit.	Suite 904 (north side of balcony).	33	2		Completed April 13, 2018		
46	46.0	Debonded caulking at bottom left corner of sliding door.	Suite 1402 - incomplete caulking at bottom left corner of sliding door	34	2		Completed April 13, 2018		
48	48.0	Deteriorated/delaminated concrete balcony floor slab.	Suite 1704.	36	2		Included in Year 1 PATS list reference item # 1273.0		
49	49.0	Debonded caulking at horizontal joint of precast panel.	Suite 1704 (west side of balcony).	37	2		Completed April 13, 2018		

WSSC 591 - Year 2 Warranted Deficiencies Status Update

50	50.0	Debonded caulking at vertical joint at precast panel to EIFS connection.	Suite 1705 (south side of balcony).	38	2		Completed April 13, 2018		
52	52.0	Missing/detached caulking at precast cornice corner joints.	Suite PH07.	40	1				
53	53.0	Missing/detached caulking at precast cornice corner joints.	Suite PH06.	41	1		Completed April 13, 2018		
54	54.0	Poor finish of roof anchors on soffit.	Suite PH06 & PH07 - concrete soffit was chipped and delaminated where the roof anchor penetrated the soffit	42	2		Completed May 16, 2018		
55	55.0	Missing/debonded caulking at scupper pipe to precast panel.	Suite GPH01 (observed from roof level - north side between balcony and terrace).	43	2		Completed April 13, 2018		
57	57.0	Deteriorated/delaminated stucco finish at entrance overhang (bottom edge).	West Elevation - Suite TH4 - two minor spots of deteriorated EIFS with exposed mesh	45	2				
59	59.0	Cracked/debonded caulking at vertical joint of precast panel.	South Elevation - above loading dock - debonded portion of 6 inches of caulking at vertical joint of precast panel	47	2		Completed April 13, 2018		
60	60.0	Deteriorated/delaminated stucco finish at entrance overhang (bottom edge).	North Elevation - Suite TH8.	48	2				
61	61.0	Deteriorated/delaminated stucco finish at window trim.	North Elevation - Suite TH7 (second floor window).	49	2				
72	72.0	Fire rating tag at the door is missing	Stair D - Levels 5 and 9.	121	1		Completed May 16, 2018		

WSSC 591 - Year 2 Warranted Deficiencies Status Update

96	96.0	Light fixture was full of water when changing bulb, from water leakage through slab.	Parking stall 12	23	1		Completed February 8, 2018		Light is repaired. What about the source of the water leak? Paul Nasato to review
100	100.0	Missing electrical outlet on wall.	Unit 107 - electrical conduit outlet is missing on wall of Unit 107 balcony and wires are exposed.		2		Completed April 23, 2018		
103	103.0	Delaminated/spalled mortar between brick and concrete curb.	Entrance landing of Unit 107		2		Completed May 14, 2018		
111	111.0	Debonded caulking from wall.	Unit 510 - bottom of exterior wall.		2		Completed April 23, 2018		
152	152.0	Hanging electrical conduit from balcony facing east.	Suite 1805 - Balcony.		2		Completed May 16, 2018		

TAB E



Claim Inspection Report

Owner Name(s): WATERLOO CONDOMINIUM CORPORATION 591
Enrolment Number: H1637218
Enrolment Address: 144 Park St. WATERLOO, N2L 0B6
Vendor/Builder Name: 144 Park Ltd.
Vendor/Builder Number: 39278
Warranty Start Date: May 25, 2015
Case Type/Sub-Type: CE Case
Case Number: 3234147
Inspection Date: September 10, 2018
Report Date: September 26, 2018

Attendance at Inspection:

AJ Mueller- WSCC 591
Lloyd Holloway- Pronto General Contracting (for the Trustee)
Ron Salisbury- Tarion

This report indicates Tarion's determination as to whether the Warranted Items in the Warranty Assessment Report have been resolved by the vendor. The item numbers and descriptions in the report are exactly as they were submitted by the owner.

This report is divided into the following sections:

1. Warranted Items Resolved
 2. Warranted Items Not Resolved
-

1. Warranted Items Resolved

The following items have been resolved by the vendor and no further action is required by the vendor or Tarion.

445 First Year Performance Audit - PA Ref #: 848.0

Description: Poor installation/finish of wood sill trim for balcony door.

Location: Suite 1106.

September 10, 2018 Claim Inspection

The contractor indicated that the trim material along the base of the door had been replaced. The WSCC 591 representative indicated that the repair was considered to be unacceptable as he believes it will eventually detach when walked on.

There is length of trim installed on the flat over a length of material on end, the full width of the door. Slight movement was observed when pressure was applied. There were no apparent defects in workmanship or materials observed. The repair is considered adequate.

This item is considered to be resolved.

670 First Year Performance Audit - PA Ref #: 1399.0

Description: Maintenance contractor report that the fire annunciator CO system trouble is always beeping. That's because their alert set point is same as control point of the parking fans. They need a lower control point for fans control, and should give a higher point for trouble alerting.

Location: Fire Annunciator and CO system.

September 10, 2018 Claim Inspection

The contractor and WSCC 591 confirmed that the sensor near the garage door had been relocated to a more appropriate location. No issues related to this item have recurred since the repair was completed.

This item is considered to be resolved.

1 2nd yr. PA.

Performance Audit Reference #: 1.0

Deficiency: 3.1 Interior Finishes - Exposed spray foam insulation at sides of roll-up door, combustible material should be protected.

Location: "Ground Level - Garage room. See Photograph No. 2"

September 10, 2018 Claim Inspection

A visual inspection of the garbage room roll-up door was conducted. The spray foam insulation was observed to be concealed by caulking.



This item is considered to be resolved.

45 2nd yr. PA.

Performance Audit Reference #: 45.0

Deficiency: 3.3 Building Envelope - Debonded caulking at precast panel to soffit.

Location: "Level 9 - Suite 904 (north side of balcony). See Photograph No. 33"

September 10, 2018 Claim Inspection

A visual inspection of the balcony was conducted. The caulking repair between the precast panel and soffit was observed to have been completed. No defects in workmanship or materials were evident.

This item is considered to be resolved.

2. Warranted Items Not Resolved

The following items have not been resolved by the vendor and will now be resolved by Tarion.

13 First Year Performance Audit - PA Ref #: 15.0

Description: Poor finish (damaged/scratched) of suite doors and need touch-ups.

Location: Level GPH - Suite doors (GPH1, GPH2, GPH3, GPH4)

September 10, 2018 Claim Inspection

The suite doors of GPH2 and GPH4 were observed to have scratches. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

35 First Year Performance Audit - PA Ref #: 46.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level PH - Suite doors (PH1, PH2, PH3, PH4, PH5, PH6, PH7).

September 10, 2018 Claim Inspection

The suite doors of PH1 and PH4 were observed to have scratches. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

56 First Year Performance Audit - PA Ref #: 79.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 17 - Suite doors (1701, 1702, 1703, 1704, 1705, 1706, 1707).

September 10, 2018 Claim Inspection

The suite doors of units 1701, 1702, 1704, 1705 and 1706 were observed to have scuffs and scratches as reported in the previous warranty assessment reports. The contractor representing the Trustee at the inspection confirmed that no repair attempts had been made.

The conditions related to 1701, 1702, 1704, 1705 and 1706 are considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

75 First Year Performance Audit - PA Ref #: 110.0

Description: Door frames are bent/warped.

Location: Level 16 - Suite doors 1603, 1605.

September 10, 2018 Claim Inspection

The representative for WSCC 591 informed Tarion that issues related to unit 1605 were resolved. No observations were made.

The suite door at unit 1603 was observed to be have a door to frame gap difference of 8mm from top to bottom as reported in the original warranty assessment report.

This item is considered to be unresolved. Tarion will now settle the claim directly with WSCC 591.

96 First Year Performance Audit - PA Ref #: 144.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 15 - Suite doors (1501, 1502, 1503, 1504, 1505, 1506, 1507).

September 10, 2018 Claim Inspection

The suite door at unit 1505 were observed to have damages and dents as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

131 First Year Performance Audit - PA Ref #: 210.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 13 - Suite doors (1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310).

September 10, 2018 Claim Inspection



The suite door at units 1301, 1305, 1306 and 1307 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

149 First Year Performance Audit - PA Ref #: 246.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 12 - Suite doors (1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210).

September 10, 2018 Claim Inspection

The suite door at units 1202, 1203, 1205 and 1206 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

167 First Year Performance Audit - PA Ref #: 281.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 11 - Suite doors (1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110).

September 10, 2018 Claim Inspection

The suite door at units 1101, 1102, 1103, 1106, 1108 and 1110 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

182 First Year Performance Audit - PA Ref #: 310.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 10 - Suite doors (1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010).

September 10, 2018 Claim Inspection

The suite door at units 1002, 1006 and 1009 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with



WSCC 591.

198 First Year Performance Audit - PA Ref #: 342.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 9 - Suite doors (901, 902, 903, 904, 905, 906, 907, 908, 909, 910).

September 10, 2018 Claim Inspection

The suite door at units 905, 906, 907, 908 and 909 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

214 First Year Performance Audit - PA Ref #: 368.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 8 - Suite doors (801, 802, 803, 804, 805, 806, 807, 808, 809, 810).

September 10, 2018 Claim Inspection

The suite door at units 802, 803 and 809 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

231 First Year Performance Audit - PA Ref #: 398.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 7 - Suite doors (701, 702, 703, 704, 705, 706, 707, 708, 709, 710).

September 10, 2018 Claim Inspection

The suite door at units 702, 703, 705, 707 and 708 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

248 First Year Performance Audit - PA Ref #: 433.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 6 - Suite doors (601, 602, 603, 604, 605, 606, 607, 608, 609, 610).

September 10, 2018 Claim Inspection

The suite door at units 601, 603, 604 and 609 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the

Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

271 First Year Performance Audit - PA Ref #: 466.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 5 - Suite doors (501, 502, 503, 504, 505, 506, 507, 508, 509, 510).

September 10, 2018 Claim Inspection

The suite door at units 501, 502, 503, 504, 506, 507 and 508 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

288 First Year Performance Audit - PA Ref #: 499.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Level 4 - Suite doors (401, 402, 403, 404, 405, 406, 407, 408, 409).

September 10, 2018 Claim Inspection

The suite door at units 402, 403, 404 and 406 were observed to have scratches as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

371 First Year Performance Audit - PA Ref #: 722.0

Description: Poor finish (damaged/scratched) of suite doors.

Location: Ground Level:

- North corridor adjacent units TH5, TH6, TH7, TH8.
- South corridor adjacent Units TH1, TH2, TH3, TH4.

September 10, 2018 Claim Inspection

The suite door (corridor access) at townhouse units 1, 2, 3, 4, 5, 6 and 7 were observed to have scratches and damage as reported in the original warranty assessment report. The contractor representing the Trustee at the inspection confirmed that no repair attempt had been made.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

382 First Year Performance Audit - PA Ref #: 749.0

Description: Crooked installation of fire hose cabinet.

Location: Ground Level - north corridor - adjacent TH5 and TH8.

September 10, 2018 Claim Inspection

The contractor and WSCC 591 representative informed Tarion that a repair attempt had been made. WSCC 591 indicated that the original alignment defect had been resolved but as a result of the adjustments made, new issues with the cabinet were apparent. WSCC 591 pointed out that the cabinet door is now out of alignment at the bottom left corner as the door extends beyond the frame, and is difficult to latch into the closed position. Additionally, WSCC pointed out that the furled metal edge of the cabinet frame along the bottom immediately inside the door, has been bent in such a way that a rough sharp edge is now exposed.

The door was opened and closed several times. On some occasions the door was difficult to latch and took several attempts for the latch mechanism to engage. The door was visibly out of alignment on the bottom left corner. A gap between the door and frame was measured to be approximately 5 mm. Inside the cabinet, a rough metal edge was exposed along the bottom of the cabinet near the front edge. The repair is unacceptable.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

393 First Year Performance Audit - PA Ref #: 777.0

Description: Construction cleaning not completed on balconies, terraces, windows, walls, etc.

Location: North elevation, typical throughout.

September 10, 2018 Claim Inspection

WSCC 591 informed Tarion that issues related to Unit 1603, and two of the issues related to Unit 1701, specifically the white residue on the sliding glass and the red liquid spill outside the living room, had been repaired by the contractor.

These items are considered to be resolved

Observations at GPH2 were that smeared sealant along the base of the balcony sliding door was visible.

At Unit 1701, scratches in the aluminum door frame and red residue on the dining room balcony were observed to be unresolved.

Tarion will resolve the claim directly with WSCC 591 for the issues related to the caulking at GPH2 and the red residue at Unit 1701.

There were discussions prior to the claim inspection between Tarion, the Trustee and

WSSC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSSC 591 agreed during the claim inspection that they would decline the claim assessment specifically related to the scratched door frame at Unit 1701 at this time, and defer this repairs to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This particular item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

402 First Year Performance Audit - PA Ref #: 793.0

Description: Chipped/delaminated corner of precast window header detail.

Location: North Elevation - Suite TH06, 2nd floor window.

September 10, 2018 Claim Inspection

The precast window header at TH06 was observed to be chipped as reported in the original warranty assessment report.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSSC 591.

404 First Year Performance Audit - PA Ref #: 795.0

Description: Chipped/delaminated corner of precast window sill detail.

Location: North Elevation - Suite TH08, ground floor.

September 10, 2018 Claim Inspection

The precast window header at TH08 was observed to be chipped as reported in the original warranty assessment report.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSSC 591.

430 First Year Performance Audit - PA Ref #: 831.0

Description: Debonded/cracked stucco finish.

Location: Suite TH4 - top left corner of sliding door on terrace.

September 10, 2018 Claim Inspection

The stucco finish was observed to have two small cracks near the top left of the terrace sliding door at TH04.

This item is considered to be unresolved. Tarion will now resolve the claim directly with

WSCC 591.

438 First Year Performance Audit - PA Ref #: 839.0

Description: Scratched top rail of railing.

Location: Suite 406.

September 10, 2018 Claim Inspection

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSCC 591 agreed during the claim inspection that they would decline the claim assessment at this time, and defer this repair to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

450 First Year Performance Audit - PA Ref #: 853.0

Description: Construction debris on slab surface (blotchy, staining, rust stains, etc.)

Location: Suite 1106.

September 10, 2018 Claim Inspection

The balcony slab was observed to have rust stains and marks on the surface as reported in the original warranty assessment report.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

464 First Year Performance Audit - PA Ref #: 888.0

Description: Missing/detached spandrel panel.

Location: Suite GPH2 (northeast terrace).

September 10, 2018 Claim Inspection

The spandrel panels were observed to be missing.

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.



The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSSC 591 agreed during the claim inspection that they would decline the claim assessment at this time and defer these repairs, to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

508 First Year Performance Audit - PA Ref #: 1021.0

Description: Active/signs of water leakage through soffit.

Location: Level UG1 - Along trench drain adjacent Stall 1 & 44.

September 10, 2018 Claim Inspection

The WSSC representative and contractor advised Tarion that the leak had been repaired. WSSC indicated that there have been no incidents of leakage since the repair was completed.

WSSC pointed out that residue that had accumulated on the pipes hanging from the ceiling immediately below where the leak occurred. It appeared that the residue is ceiling material that had become displaced while it was wet during the occurrence of the leak. There were also rust stains visible on the ceiling where the repair was made.

Damages and/or defects resulting from the leak are considered to be part of the reported defect. The condition of the pipes and ceiling are unacceptable.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSSC 591.

533 First Year Performance Audit - PA Ref #: 1072.0

Description: Deficiencies relating to the elevator equipment within the building have been labelled within the Elevator Performance Audit Report. Please refer to Appendix F for the report.

Location: Elevators 1, 2 and Lift

September 10, 2018 Claim Inspection

WSSC 591 informed Tarion prior to the claim inspection that work related to elevator deficiencies is ongoing. They would like more time to monitor the repairs previously completed and repair progress for any items they consider to be outstanding. It was requested that this item is excluded from the claim inspection and added to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A

claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

539 First Year Performance Audit - PA Ref #: 1079.0

Description: There is a trouble/alarm on the fire panel indicating low temperature in the sprinkler room. The temperature in the sprinkler room needs to be adjusted to address the trouble/alarm. Or the sensor in the sprinkler room needs to be replaced if faulty.

Location: Sprinkler room low temperature alarm.

September 10, 2018 Claim Inspection

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to the fire alarm system.

WSCC 591 confirmed that repairs were made prior to the claim inspection and confirmed that ongoing issues with alarm faults had not recurred since the repairs were completed. A request was made to the Trustee that a letter from the contractor outlining the details of the repairs and confirmation that the systems is operating as intended be provided.

WSCC 591 agreed during the claim inspection that they would decline the claim assessment at this time and defer these repairs, to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee time to provide a letter from the contractor.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

592 First Year Performance Audit - PA Ref #: 1266.0

Description: Unit owner reported window is etched/scratched from construction.

Location: Suite 505, 605, 608, 1104, 1106.

September 10, 2108 Claim Inspection

The contractor advised Tarion and WSCC 591 that the replacement glass was on site and that he was willing to do the replacement.

WSCC declined proceeding with the claim inspection for this item and agreed that they would defer it to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the contractor time to complete the work.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

599 First Year Performance Audit - PA Ref #: 1277.0

Description: Unit owner reported damaged/chipped/scratched window.

Location: Suite 705 (second bedroom), 908, 1106, 1210, 1301, 1402, 1601, 1701.

September 10, 2018 Claim Inspection

WSCC 591 informed Tarion that the issues related to Units 705, 908, 1106, 1301, and 1701 were resolved.

No inspections at these locations were conducted. No further action is required related to these specific defects.

A visual inspection of the damage reported in Unit 1601 was conducted. Touch up paint had been applied over the damaged area. The damage which consists of three dents/gouges in the metal frame were visibly rough. The repair is unacceptable.

The defect related to the window in Unit 1601 is considered to be unresolved. Tarion will now settle the claim for this particular item directly with WSCC 591.

607 First Year Performance Audit - PA Ref #: 1287.0

Description: Unit owner reported damaged/scratched balcony door.

Location: Suite 1106, 1201, 1505, 1701, 1704, GPH1.

September 10, 2018 Claim Inspection

A visual inspection of the balcony at Unit 1505 was conducted. The metal flashing along the base of the patio door was observed to be bent/damaged as reported in the original warranty assessment report.

Tarion will resolve the claim directly with WSCC 591 for this specific item.

The scratches and paint residue at Unit 1701 are duplicate items which have been assessed as part of Item 393 (1st Year PA item 777) elsewhere in this report. For the purpose of this report, this issue is considered to be resolved.

The sliding door screen at Unit 1704 was observed to be the incorrect screen for the opening. It is installed in reverse to the operation it is intended for (upside down).

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSCC 591 agreed during the claim inspection that they would decline the claim assessment for this particular issue at this time, and defer the repair to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This particular item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

615 First Year Performance Audit - PA Ref #: 1296.0

Description: Unit owner reported window lock does not function properly.

Location: Suite 1210, 1701.

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSCC 591 agreed during the claim inspection that they would decline the claim assessment at this time, and defer this repair to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

620 First Year Performance Audit - PA Ref #: 1302.0

Description: Unit owner reported poor mitred joints in railing an loose screws.

Location: Suite 1603, 1704.

September 10, 2018

WSCC 591 informed Tarion that the issue related to the loose screws had been repaired by the contractor.

This particular item is considered to be resolved.

The balcony railing miter joints at two outside corners at Unit 1603 were reviewed.

At one location, the gap between the two adjoining lengths was measured to vary in width up to approximately 4 mm.

At the second location, the joint was misaligned with one of the adjoining lengths higher than the other. A raw metal edge is exposed along the miter joint.

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the

manufacturer of these components.

WSSC 591 agreed during the claim inspection that they would decline the claim assessment at this time, and defer this repair to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

630 First Year Performance Audit - PA Ref #: 1312.0

Description: Unit owner reported missing screens for balcony door and 3 windows.

Location: Suite GPH1.

September 10, 2018 Claim Inspection

A visual inspection of the balcony door was conducted. A screen door was installed. The screen door frame color does not match the door assembly color.

There were discussions prior to the claim inspection between Tarion, the Trustee and WSSC 591 regarding issues related to materials/parts required for repairs to windows, patio doors, balcony railings and touch up paint for these items.

The Trustee indicated that he is in the process of trying to obtain the materials from the manufacturer of these components.

WSSC 591 agreed during the claim inspection that they would decline the claim assessment at this time and defer this repair to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee more time to source the materials.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

657 First Year Performance Audit - PA Ref #: 1363.0

Description: Delamination/chipped precast panel corner.

Location: South elevation - Suite 602 window adjacent balcony.

September 10, 2018 Claim Inspection

A visual inspection from ground level was conducted. It appeared that a repair attempt had been made to the reported defect.

The repair material was noticeably different in color and appeared to have a rougher texture when compared to the surrounding area. The repair is considered unacceptable.



This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

663 First Year Performance Audit - PA Ref #: 1372.0

Description: Unit owner reported missing light on terrace.

Location: Suite 1702.

September 10, 2018 Claim Inspection

The contractor informed Tarion that the original defect was an exposed length of electrical conduit between two balcony light fixtures installed on the soffit above. The conduit had been installed recessed into a groove in the concrete surface. The repair method was to install a metal plate fastened to the soffit to cover the exposed conduit. WSCC 591 confirmed the details of the reported defect and repair. The repair method is considered acceptable.

The metal plate was observed to have been primed. Some of the primer coating was overpainted onto the soffit. The metal plate and soffit were not painted to match the surrounding color. The repair is considered incomplete.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

665 First Year Performance Audit - PA Ref #: 1383.0

Description: Party room door from corridor is damaged and chip bottom of door.

Location: Level 4 - party room.

September 10, 2018 Claim Inspection

The party room door was observed to be damaged at the bottom as reported in the original warranty assessment report.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSCC 591.

668 First Year Performance Audit - PA Ref #: 1389.0

Description: Fire phone has not annunciation or communication between master phone and this phone.

Location: Level 2 parking stair A.

September 10, 2018 Claim Inspection

There were discussions prior to the claim inspection between Tarion, the Trustee and WSCC 591 regarding issues related to the fire alarm system.

WSCC 591 acknowledged that repairs were made prior to the claim inspection and confirmed that ongoing issues with alarm faults had not recurred since the repairs were completed. A request was made by WSCC 591 to the Trustee, that a letter from the



contractor outlining the details of the repairs and confirmation that the system is operating as intended be provided.

WSSC 591 agreed during the claim inspection that they would decline the claim assessment at this time and defer this item, to a repair agreement that is scheduled to be executed on October 01, 2018 to allow the Trustee time to provide a letter from the contractor.

This item will remain as open until such time the proposed repair agreement expires. A claim inspection for this item may be requested within sixty days after the deadline date of the repair agreement has passed if the item has not been resolved.

59 2nd yr. PA.

Performance Audit Reference #: 59.0

Deficiency: 3.3 Building Envelope - Cracked/debonded caulking at vertical joint of precast panel.

Location: "Ground Level - South Elevation - above loading dock. See Photograph No. 47"

September 10, 2018 Claim Inspection

A visual inspection of the south elevation above the loading area was conducted from ground level. A length of approximately 450 mm of caulking was observed to have been reapplied along the vertical joint between two precast panels. The caulking color does not match the surrounding area. The repair is considered unacceptable.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSSC 591.

103 2nd yr. PA.

Performance Audit Reference #: 103.0

Deficiency: 3.7 Unit Owner Reported Items - Delaminated/spalled mortar between brick and concrete curb.

Location: Suite 107 - Entrance landing.

September 10, 2018 Claim Inspection

Delaminated mortar and missing caulking at the bottom corner brick near the entrance landing as reported in the original warranty assessment report was observed.

This item is considered to be unresolved. Tarion will now resolve the claim directly with WSSC 591.

TAB F



Warranty Assessment Report

Owner Name(s):	WATERLOO CONDOMINIUM CORPORATION 591
Enrolment Number:	H1637218
Enrolment Address:	144 Park St. WATERLOO, N2L 0B6
Vendor/Builder Name:	144 Park Ltd.
Vendor/Builder Number:	39278
Warranty Start Date:	May 25, 2015
Case Type/Sub-Type:	CE Case
Case Number:	3234147
Inspection Date:	N/A
Report Date:	July 25, 2018
Attendance at Inspection:	

Richard Magnussen, Board of Director-President - Via teleconference , WSCC 591
 AJ Mueller, Board of Director, WSCC 591
 Mike Williams, Board of Director, WSCC 591
 Arif Dhanani, Trustee, RSM CANADA LIMITED
 Lloyd Holloway, Pronto General Contractor for the Trustee
 Gabriel Arbiento, Pronto General Contractor for the Trustee
 Chuck Murad, Tarion Warranty Corporation
 Sandro Nevicato, Tarion Warranty Corporation
 Ron Salisbury, Tarion Warranty Corporation

This report indicates Tarion's assessment of the claim items submitted by the owner. The item numbers and descriptions in the report are exactly as submitted by the owner.

This report is divided into the following sections:

1. Assessment Summary
2. Warranted Items
3. Items Not Warranted
4. Items Not Assessed

Note: If there are no items in a section, that section will not appear on this report.

The warranties referred to in the report are described in Appendix "A".

1. Assessment Summary

This is only a summary. Please review the entire report to determine which items or aspects of items are covered by the warranties.

Item	Owner's Description	Tarion's Assessment
3	<p>First Year Performance Audit - PA Ref #: 4.0</p> <p>Description: Substituted materials and construction are of lower quality than design/brochures for finishes of the entrance lobby (lower ceiling, larger stairs, larger space, etc.).</p> <p>Location: Ground Level - Entrance vestibule and lobby.</p>	Not Warranted
4	<p>First Year Performance Audit - PA Ref #: 5.0</p> <p>Description: Incomplete/missing installation of FOB access, as such the door are left unlocked creating a safety/security problem for residents.</p> <p>Location: Throughout the building (eg. Parking garage entrances, common areas, amenity spaces, etc.).</p>	Not Warranted
6	<p>First Year Performance Audit - PA Ref #: 7.0</p> <p>Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.</p> <p>Location: Level GPH - throughout the corridor</p>	Not Warranted
14	<p>First Year Performance Audit - PA Ref #: 16.0</p> <p>Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.</p> <p>Location: Level GPH - Suite doors (GPH1, GPH2, GPH3, GPH4)</p>	Not Warranted
29	<p>First Year Performance Audit - PA Ref #: 39.0</p> <p>Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.</p> <p>Location: Level PH - throughout the corridor</p>	Not Warranted
36	<p>First Year Performance Audit - PA Ref #: 47.0</p> <p>Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.</p> <p>Location: Level PH - Suite doors (PH1, PH2, PH3, PH4, PH5, PH6, PH7).</p>	Not Warranted
49	<p>First Year Performance Audit - PA Ref #: 71.0</p> <p>Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.</p> <p>Location: Level 17 - throughout the corridor</p>	Not Warranted

67	<p>First Year Performance Audit - PA Ref #: 101.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 16 - throughout the corridor</p>	Not Warranted
76	<p>First Year Performance Audit - PA Ref #: 111.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 16 - Suite doors (1601, 1602, 1603, 1604, 1605, 1606, 1607).</p>	Not Warranted
88	<p>First Year Performance Audit - PA Ref #: 135.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 15 - throughout the corridor</p>	Not Warranted
97	<p>First Year Performance Audit - PA Ref #: 145.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 15 - Suite doors (1501, 1502, 1503, 1504, 1505, 1506, 1507).</p>	Not Warranted
106	<p>First Year Performance Audit - PA Ref #: 167.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 14 - throughout the corridor</p>	Not Warranted
114	<p>First Year Performance Audit - PA Ref #: 176.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 14 - Suite doors (1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410).</p>	Not Warranted
124	<p>First Year Performance Audit - PA Ref #: 202.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 13 - throughout the corridor</p>	Not Warranted
132	<p>First Year Performance Audit - PA Ref #: 211.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 13 - Suite doors (1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310).</p>	Not Warranted
141	<p>First Year Performance Audit - PA Ref #: 237.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 12 - throughout the corridor</p>	Not Warranted

150	<p>First Year Performance Audit - PA Ref #: 247.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 12 - Suite doors (1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210).</p>	Not Warranted
159	<p>First Year Performance Audit - PA Ref #: 272.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 11 - throughout the corridor</p>	Not Warranted
168	<p>First Year Performance Audit - PA Ref #: 282.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 11 - Suite doors (1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110).</p>	Not Warranted
176	<p>First Year Performance Audit - PA Ref #: 302.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 10 - throughout the corridor</p>	Not Warranted
183	<p>First Year Performance Audit - PA Ref #: 311.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 10 - Suite doors (1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010).</p>	Not Warranted
192	<p>First Year Performance Audit - PA Ref #: 335.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 9 - throughout the corridor</p>	Not Warranted
199	<p>First Year Performance Audit - PA Ref #: 343.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 9 - Suite doors (901, 902, 903, 904, 905, 906, 907, 908, 909, 910).</p>	Not Warranted
206	<p>First Year Performance Audit - PA Ref #: 360.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 8 - throughout the corridor</p>	Not Warranted
215	<p>First Year Performance Audit - PA Ref #: 369.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 8 - Suite doors (801, 802, 803, 804, 805, 806, 807, 808, 809, 810).</p>	Not Warranted

223	<p>First Year Performance Audit - PA Ref #: 389.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 7 - throughout the corridor</p>	Not Warranted
232	<p>First Year Performance Audit - PA Ref #: 399.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 7 - Suite doors (701, 702, 703, 704, 705, 706, 707, 708, 709, 710).</p>	Not Warranted
240	<p>First Year Performance Audit - PA Ref #: 424.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 6 - throughout the corridor</p>	Not Warranted
249	<p>First Year Performance Audit - PA Ref #: 434.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 6 - Suite doors (601, 602, 603, 604, 605, 606, 607, 608, 609, 610).</p>	Not Warranted
261	<p>First Year Performance Audit - PA Ref #: 455.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 5 - throughout the corridor</p>	Not Warranted
272	<p>First Year Performance Audit - PA Ref #: 467.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 5 - Suite doors (501, 502, 503, 504, 505, 506, 507, 508, 509, 510).</p>	Not Warranted
281	<p>First Year Performance Audit - PA Ref #: 490.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 4 - throughout the corridor</p>	Not Warranted
289	<p>First Year Performance Audit - PA Ref #: 500.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Level 4 - Suite doors (401, 402, 403, 404, 405, 406, 407, 408, 409).</p>	Not Warranted
311	<p>First Year Performance Audit - PA Ref #: 569.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 3 - throughout the corridor</p>	Not Warranted

333	<p>First Year Performance Audit - PA Ref #: 629.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Level 2 - throughout the corridor</p>	Not Warranted
343	<p>First Year Performance Audit - PA Ref #: 660.0 Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint. Location: Ground Level - throughout the corridor</p>	Not Warranted
372	<p>First Year Performance Audit - PA Ref #: 723.0 Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors. Location: Ground Level: - North corridor adjacent units TH5, TH6, TH7, TH8. - South corridor adjacent Units TH1, TH2, TH3, TH4.</p>	Not Warranted
473	<p>First Year Performance Audit - PA Ref #: 906.0 Description: Incomplete/missing intercom/enterphone/keypad system into the garage. Location: Concrete pad at entrance driveway to parking garage.</p>	Not Warranted
509	<p>First Year Performance Audit - PA Ref #: 1022.0 Description: Active/signs of water leakage through soffit. Location: Level UG1 - Adjacent Stalls 54&55.</p>	Not Warranted
511	<p>First Year Performance Audit - PA Ref #: 1024.0 Description: Active/signs of water leakage through soffit. Location: Level UG1 - Adjacent Stalls 41&42.</p>	Warranted
513	<p>First Year Performance Audit - PA Ref #: 1026.0 Description: Active/signs of water leakage through soffit and foundation wall. Location: Level UG1 - Adjacent Stalls 7, 8, 9.</p>	Not Warranted
514	<p>First Year Performance Audit - PA Ref #: 1027.0 Description: Active/signs of water leakage through soffit and foundation wall. Location: Level UG1 - Adjacent Stalls 10.</p>	Not Warranted
517	<p>First Year Performance Audit - PA Ref #: 1030.0 Description: Active/signs of water leakage through soffit and foundation wall. Location: Level UG1 - Adjacent Stalls 20.</p>	Not Warranted
523	<p>First Year Performance Audit - PA Ref #: 1036.0 Description: Active water leakage on drywall drop ceiling, with staining, peeling tape, rusted studs, etc. Location: Level UG1 - Adjacent Stalls 48&49.</p>	Not Warranted

533	<p>First Year Performance Audit - PA Ref #: 1072.0 Description: Deficiencies relating to the elevator equipment within the building have been labelled within the Elevator Performance Audit Report. Please refer to Appendix F for the report. Location: Elevators 1, 2 and Lift</p>	Warranted
543	<p>First Year Performance Audit - PA Ref #: 1086.0 Description: Each piece of documentation not submitted (but typically received from the developer/contractors) and; therefore, not reviewed is considered to be a deficiency. The outstanding documentation should be delivered for review. Location: a) Mechanical Specifications. b) Electrical Specifications. c) Mechanical and electrical systems Operating and Maintenance Manuals. d) Mechanical Contractors Warranty. e) Commissioning reports for domestic water booster pump set, boilers, make up air unit, and Generator Set. f) Fire alarm verification certificate. g) Letter from Electrical Safety Authority stating that all has been inspected and is acceptable. h) Commissioning reports for heat pump system, fire pump, and other major systems. i) Generator test and verification certificate. j) Sprinkler contractors' test certificate and sprinkler systems hydraulic calculations. k) Hydrostatic test certificates. l) Thermographic scan report for electrical supply and distribution systems. m) Air balancing report for ventilation equipment. Water balancing report for heat pump system.</p>	Not Warranted
576	<p>First Year Performance Audit - PA Ref #: 1196.0 Description: Poor quality ball valve for the heat pump system. The failure of a ball valve in Suite 502 has caused damage to 6 units on 2 floors. A engineering report by McEwen & Associated dated May 15, 2015 concluded that the valve serviced a glycol-water solution and failed due to dezincification. The material composition of the valve does not satisfy any North American specifications. As such the valve is likely counterfeit. It was recommended that all similar valves be replaced to prevent any further failures. Location: Typical throughout all the unit heat pumps.</p>	Warranted
577	<p>First Year Performance Audit - PA Ref #: 1197.0 Description: Heat pump unit locked out due to high pressure. Location: Suite GPH1 (small bedroom).</p>	Warranted

651	<p>First Year Performance Audit - PA Ref #: 1353.0 Description: Missing bollard to protect gas lines. Location: Ground level - adjacent driveway area.</p>	Not Warranted
25	<p>2nd yr. PA. Performance Audit Reference #: 25.0 Deficiency: 3.2 - Parking Garage - Cracked waterproofing membrane on suspended slab. Location: "Ground Level - Parking stall 10. See Photograph No. 18"</p>	Not Warranted
42	<p>2nd yr. PA. Performance Audit Reference #: 42.0 Deficiency: 3.3 Building Envelope - Missing/detached caulking at column (stucco to metal flashing). Location: "Level 4 - Suite 407. See Photograph No. 30"</p>	Warranted
93	<p>2nd yr. PA. Performance Audit Reference #: 93.0 Deficiency: 3.5 Mechanical Systems - Valves for the heat pump system have failed in Suite 502. As such, further investigation and testing has been completed in Suites 1110, 1306, 1503, 1607, 1609, and 1707. An engineering report by Pario Engineering & Environmental Sciences dated February 22, 2017 concluded that all the valves, despite carrying three different brand names, were manufactured from the same materials and exhibit de-zincification. Location: Throughout the Building - Typical throughout all the unit heat pumps.</p>	Warranted
98	<p>2nd yr. PA. Performance Audit Reference #: 98.0 Deficiency: 3.6 Electrical Systems - Dark area at the exit to Allen Street Location: "Ground level - Exit to Allen Street See Photograph No. 129"</p>	Not Warranted
120	<p>2nd yr. PA. Performance Audit Reference #: 120.0 Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions. Location: Suite 805 - HVAC system.</p>	Warranted
121	<p>2nd yr. PA. Performance Audit Reference #: 121.0 Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions. Location: Suite 807 - HVAC system.</p>	Warranted

128	2nd yr. PA. Performance Audit Reference #: 128.0 Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions. Location: Suite 1106 - HVAC system.	Warranted
136	2nd yr. PA. Performance Audit Reference #: 136.0 Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions. Location: Suite 1207 - HVAC system.	Warranted
138	2nd yr. PA. Performance Audit Reference #: 138.0 Deficiency: 3.7 Unit Owner Reported Items - Water leakage from window at two windows. Location: Suite 1402 - Living and dining room area.	Not Warranted
154	2nd yr. PA. Performance Audit Reference #: 154.0 Deficiency: 3.7 Unit Owner Reported Items - Issues with 3rd heat pump (guest bedroom) with inadequate cooling in summer. Location: Suite GPH1 - HVAC system.	Warranted
676	Performance Audit Reference #: 1198.0 Description: Heat pump unit locked out due to low pressure. Location: Suite GPH2 (kitchen).	Warranted
677	1st Yr. PA Performance Audit Reference #: 1199.0 Description: Heat pump unit is still under construction. Location: Suite GPH3.	Warranted
678	1st Yr. PA Performance Audit Reference #: 1200.0 Description: Heat pump unit is still under construction. Location: Suite GPH4.	Warranted
679	1st Yr. PA Performance Audit Reference #: 1201.0 Description: Heat pump unit locked out due to low pressure. Description: Suite PH6 (bedroom).	Warranted
680	1st Yr. PA Performance Audit Reference #: 1202.0 Description: Heat pump unit is still under construction. Location: Suite PH7.	Warranted

681	<p>1st Yr. PA Performance Audit Reference #: 1203.0 Description: Heat pump unit is still under construction. Location: Suite PH2.</p>	Warranted
682	<p>1st Yr. PA Performance Audit Reference #: 1204.0 Description: Heat pump unit is still under construction. Location: Suite 1707.</p>	Warranted
683	<p>1st Yr. PA Performance Audit Reference #: 1205.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 1703 (living room).</p>	Warranted
684	<p>1st Yr. PA Performance Audit Reference #: 1206.0 Description: Heat pump unit is still under construction. Location: Suite 1607.</p>	Warranted
685	<p>1st Yr. PA Performance Audit Reference #: 1207.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 1604.</p>	Warranted
686	<p>1st Yr. PA Performance Audit Reference #: 1208.0 Description: Heat pump unit is still under construction. Location: Suite 1506.</p>	Warranted
687	<p>1st Yr. PA Performance Audit Reference #: 1209.0 Description: Heat pump unit is still under construction. Location: Suite 1503.</p>	Warranted
688	<p>1st Yr. PA Performance Audit Reference #: 1210.0 Description: Heat pump unit locked out due to high pressure. Location: Media room.</p>	Warranted
689	<p>1st Yr. PA Performance Audit Reference #: 1212.0 Description: Heat pump unit locked out due to low pressure. Thermostat does not function. Location: Suite 1310 (master bedroom).</p>	Warranted

690	1st Yr. PA Performance Audit Reference #: 1213.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 1304.	Warranted
691	1st Yr. PA Performance Audit Reference #: 1214.0 Description: Heat pump unit is still under construction. Location: Suite 1306.	Warranted
692	1st Yr. PA Performance Audit Reference #: 1215.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 1207.	Warranted
693	1st Yr. PA Performance Audit Reference #: 1216.0 Description: Heat pump unit is still under construction. Location: Suite 1203.	Warranted
694	1st Yr. PA Performance Audit Reference #: 1217.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 1205 (bedroom).	Warranted
695	1st Yr. PA Performance Audit Reference #: 1218.0 Description: Heat pump unit is still under construction. Location: Suite 1110.	Warranted
696	1st Yr. PA Performance Audit Reference #: 1219.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 1104 (master bedroom).	Warranted
697	1st Yr. PA Performance Audit Reference #: 1220.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 907.	Warranted
698	1st Yr. PA Performance Audit Reference #: 1221.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 901.	Warranted

699	1st Yr. PA Performance Audit Reference #: 1222.0 Description: Heat pump unit has low pressure. Location: Suite 808 (living room).	Warranted
700	1st Yr. PA Performance Audit Reference #: 1223.0 Description: Heat pump unit is still under construction. Location: Suite 809.	Warranted
701	1st Yr. PA Performance Audit Reference #: 1224.0 Description: Heat pump unit is still under construction. Location: Suite 810.	Warranted
702	1st Yr. PA Performance Audit Reference #: 1225.0 Description: Heat pump unit is still under construction. Location: Suite 710.	Warranted
703	1st Yr. PA Performance Audit Reference #: 1226.0 Description: Heat pump unit is still under construction. Location: Suite 702.	Warranted
704	1st Yr. PA Performance Audit Reference #: 1227.0 Description: Heat pump unit is still under construction. Location: Suite 706.	Warranted
705	1st Yr. PA Performance Audit Reference #: 1228.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 604.	Warranted
706	1st Yr. PA Performance Audit Reference #: 1229.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 507.	Warranted
707	1st Yr. PA Performance Audit Reference #: 1231.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 409.	Warranted
708	1st Yr. PA Performance Audit Reference #: 1232.0 Description: Heat pump unit locked out due to low pressure. Location: Suite 404.	Warranted

709	<p>1st Yr. PA Performance Audit Reference #: 1233.0 Description: Heat pump unit is still under construction. Location: Suite 101.</p>	Warranted
710	<p>1st Yr. PA Performance Audit Reference #: 1234.0 Description: Heat pump unit is still under construction. Location: Suite 102 (3rd floor).</p>	Warranted
711	<p>1st Yr. PA Performance Audit Reference #: 1235.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 102 (2nd floor).</p>	Warranted
712	<p>1st Yr. PA Performance Audit Reference #: 1236.0 Description: Heat pump unit locked out due to high pressure. Location: Suite 103 (1st and 3rd floor).</p>	Warranted
713	<p>1st Yr. PA Performance Audit Reference #: 1237.0 Description: Heat pump unit is still under construction. Location: Suite 107.</p>	Warranted
714	<p>1st Yr. PA Performance Audit Reference #: 1238.0 Description: Heat pump unit is still under construction. Location: Suite 106</p>	Warranted
715	<p>1st Yr. PA Performance Audit Reference #: 1239.0 Description: Heat pump unit is still under construction. Location: Suite 105.</p>	Warranted

2. Warranted Items

The following items are covered by the warranties and the vendor must resolve them.

- 511 First Year Performance Audit - PA Ref #: 1024.0**
Description: Active/signs of water leakage through soffit.
Location: Level UG1 - Adjacent Stalls 41&42.

Observation showed no active leak, only sign of an old moisture stain located on a ceiling/soffit hairline crack.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon a closer inspection to the specific location identified on the soffit, it was confirmed the location was dry to the touch with no active water leaks through the soffit.

On June 28, 2018 and based on new information provided by WSCC 591 regarding this location, and after Tarion reviewed the current condition of identified location, water leakage was confirmed.

This is a defect in work and materials and is, therefore, a breach of the *One Year Workmanship Warranty* and the *One Year Materials Warranty*.

533 First Year Performance Audit - PA Ref #: 1072.0

Description: Deficiencies relating to the elevator equipment within the building have been labelled within the Elevator Performance Audit Report. Please refer to Appendix F for the report.

Location: Elevators 1, 2 and Lift

Appendix F listed 45 construction deficiencies items related to elevators 1, 2 and lift.

WSSC 591 did not demonstrate items listed in appendix F, except for the following item: (duplicate in 2nd year PA # 63)

Item # 9 ("The machine guarding are not provided or are not compliant with the requirements of Occupational Health and Safety Act which is enforced by the MOL. All guarding should be provided to cover all moving parts including but not limited to: machine, sheaves, governors and exposed ropes while still allowing for proper maintenance." Observation confirmed the indicated reported condition of the elevators machine room.

Per section 6.4 of the CE CPG, equipment not meeting the acceptable performance/condition shall be repaired.

On April 25, 2018, WSSC 519 provided a copy of Elevator Technical Audit, from Solucore, dated April 19, 2018. The report identified the current outstanding (o/s) construction deficiencies outlined and listed in Appendix F of the 1st year Performance Audit (PA). The report concluded that only 15 items are deemed completed (including item #9, "the machine guarding", and item # 35 was withdrawn), the remainder of the items, 30 items in total, are still incomplete and/or outstanding. The following item # per elevator car are being added to be warranted: The numbering used below mirrors the numbering used in Solucore report:

Elevator # 1 - Items # 2, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 18, 19.

Elevator # 2 - Items # 21, 23, 24, 25, 29, 30, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 45.

The report also identified two items labelled as "NEW" # 68 and #65 for elevator # 2. These two items are reported too late for warranty coverage, therefore, they are not warranted.

This is a defect in work and materials and is, therefore, a breach of the *One Year Workmanship Warranty* and the *One Year Materials Warranty*.

576 First Year Performance Audit - PA Ref #: 1196.0

Description: Poor quality ball valve for the heat pump system. The failure of a ball valve in Suite 502 has caused damage to 6 units on 2 floors. A engineering report by McEwen & Associated dated May 15, 2015 concluded that the valve serviced a glycol-water solution and failed due to dezincification. The material composition of the valve does not satisfy any North American specifications. As such the valve is likely counterfeit. It was recommended that all similar valves be replaced to prevent any further failures.

Location: Typical throughout all the unit heat pumps.

Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party engineering firm, Morrison Hershfield (MH) has issued their final report dated October 31, 2017 regarding the failed ball valve. The report concluded that the valve failure was an isolated incident caused by a manufacturing defect.

A copy of the MH report is included within the Warranty Assessment Report (WAR), please read the MH report in its entirety.

WSSC 591 reported a second incident of a failed ball valve.

Tarion's retained a third party engineering firm, Morrison Hershfield (MH), to further investigate this re-occurring matter. MH has issued their final report dated June 08, 2018. The report indicated in the "items for discussion" section, that, the two failed valves are from the same manufacturer with the unknown name.

It was indicated in the same section by MH, that "With the information we have at this time it is our opinion that the valve failures were caused by a manufacturing defect that is difficult to identify while the valve is installed and the next valve failure cannot be easily predicted without carrying out a destructive review on site." Based on MH opinion, the valve failures were caused by a manufacturer defect, not by dezincification.

As per this reported claim, Tarion is only warranting the two failed ball valves.

This is a defect in materials and is, therefore, a breach of the *One Year Materials Warranty*.

577 First Year Performance Audit - PA Ref #: 1197.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite GPH1 (small bedroom).

WSSC 591 advised that this is an on-going issue not only at GPH1 unit but on majority of units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfield (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

- 42 2nd yr. PA.**
Performance Audit Reference #: 42.0
Deficiency: 3.3 Building Envelope - Missing/detached caulking at column (stucco to metal flashing).
Location: "Level 4 - Suite 407. See Photograph No. 30"

WSSC 591 confirmed this item is a duplicate from 1st year Audit.

At the time of the conciliation inspection, observation confirmed that caulking at column (EIFS to metal flashing) was missing adjacent railing and around the wall corner.

This is a defect in the exterior cladding of the home resulting in the detachment, displacement or physical deterioration and is, therefore, a breach of the *Two Year Cladding Warranty*.

- 93 2nd yr. PA.**
Performance Audit Reference #: 93.0
Deficiency: 3.5 Mechanical Systems - Valves for the heat pump system have failed in Suite 502. As such, further investigation and testing has been completed in Suites 1110, 1306, 1503, 1607, 1609, and 1707. An engineering report by Pario Engineering & Environmental Sciences dated February 22, 2017 concluded that all the valves, despite carrying three different brand names, were manufactured from the same materials and exhibit de-zincification.
Location: Throughout the Building - Typical throughout all the unit heat pumps.

Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party engineering firm, Morrison Hershfield (MH) has issued their final report dated October 31, 2017 regarding the failed ball valve. The report concluded that the valve failure was an isolated incident caused by a manufacturing defect.

A copy of the MH report is included within the Warranty Assessment Report (WAR), please read the MH report in its entirety.

WSSC 591 reported a second incident of a failed ball valve.

Tarion's retained a third party engineering firm, Morrison Hershfield (MH), to further investigate this re-occurring matter. MH has issued their final report dated June 08, 2018. The report indicated in the "items for discussion" section, that, the two failed valves are from the same manufacturer with the unknown name.

It was indicated in the same section by MH, that "With the information we have at this time it is our opinion that the valve failures were caused by a manufacturing defect that is difficult to identify while the valve is installed and the next valve failure cannot be easily predicted without carrying out a destructive review on site." Based on MH opinion, the valve failures were caused by a manufacturer defect, not by dezincification.

As per this reported claim, Tarion is only warranting the two failed ball valves.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

120 2nd yr. PA.

Performance Audit Reference #: 120.0

Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions.

Location: Suite 805 - HVAC system.

WSSC 591 advised that this is an on-going issue with majority of heat pump units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

121 2nd yr. PA.

Performance Audit Reference #: 121.0

Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions.

Location: Suite 807 - HVAC system.

WSSC 591 advised that this is an on-going issue with majority of heat pump units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

128 2nd yr. PA.

Performance Audit Reference #: 128.0

Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions.

Location: Suite 1106 - HVAC system.

WSSC 591 advised that this is an on-going issue with majority of heat pump units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

136 2nd yr. PA.

Performance Audit Reference #: 136.0

Deficiency: 3.7 Unit Owner Reported Items - Issues with heat pump with no cooling on several occasions.

Location: Suite 1207 - HVAC system.

WSSC 591 advised that this is an on-going issue with majority of heat pump units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

154 2nd yr. PA.

Performance Audit Reference #: 154.0

Deficiency: 3.7 Unit Owner Reported Items - Issues with 3rd heat pump (guest bedroom) with inadequate cooling in summer.

Location: Suite GPH1 - HVAC system.

WSSC 591 advised that this is an on-going issue with majority of heat pump units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

676 Performance Audit Reference #: 1198.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite GPH2 (kitchen).

WSSC 591 advised that this is an on-going issue not only at GPH2 unit but on majority of units due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

677 1st Yr. PA

Performance Audit Reference #: 1199.0

Description: Heat pump unit is still under construction.

Location: Suite GPH3.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

WSCC 591 provided new information regarding this item which indicated that one of the heat pumps in one of the rooms was not installed. WSCC 591 advised that the unit owner of GPH3 purchased the unit directly from the Trustee, and according to WSCC 591, the Trustee and Tarion observation, it was confirmed that one of the heat pumps was not installed.

Per the Ontario Building Code (OBC), each dwelling unit should be provided with a heat source to provide heat and air conditioning. In addition to that, per the Condominium Declaration, this is not a unit provided item, it is part of the Common Element components, and the Agreement Purchase of Sale (APS) signed between the unit owner and the Trustee does not include an acknowledgment from the Condominium Board of Directors.

This is a violation of the *Ontario Building Code* and is, therefore, a breach of the *One Year Building Code Warranty*.

- 678 1st Yr. PA**
Performance Audit Reference #: 1200.0
Description: Heat pump unit is still under construction.
Location: Suite GPH4.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

- 679 1st Yr. PA**
Performance Audit Reference #: 1201.0
Description: Heat pump unit locked out due to low pressure.
Description: Suite PH6 (bedroom).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

680 1st Yr. PA

Performance Audit Reference #: 1202.0

Description: Heat pump unit is still under construction.

Location: Suite PH7.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

681 1st Yr. PA

Performance Audit Reference #: 1203.0

Description: Heat pump unit is still under construction.

Location: Suite PH2.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

682 1st Yr. PA

Performance Audit Reference #: 1204.0

Description: Heat pump unit is still under construction.

Location: Suite 1707.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

683 1st Yr. PA

Performance Audit Reference #: 1205.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 1703 (living room).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

684 1st Yr. PA

Performance Audit Reference #: 1206.0

Description: Heat pump unit is still under construction.

Location: Suite 1607.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

685 1st Yr. PA

Performance Audit Reference #: 1207.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 1604.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

- 686 1st Yr. PA**
Performance Audit Reference #: 1208.0
Description: Heat pump unit is still under construction.
Location: Suite 1506.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

- 687 1st Yr. PA**
Performance Audit Reference #: 1209.0
Description: Heat pump unit is still under construction.
Location: Suite 1503.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

688 1st Yr. PA

Performance Audit Reference #: 1210.0

Description: Heat pump unit locked out due to high pressure.

Location: Media room.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

689 1st Yr. PA

Performance Audit Reference #: 1212.0

Description: Heat pump unit locked out due to low pressure. Thermostat does not function.

Location: Suite 1310 (master bedroom).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

690 1st Yr. PA

Performance Audit Reference #: 1213.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 1304.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

691 1st Yr. PA

Performance Audit Reference #: 1214.0

Description: Heat pump unit is still under construction.

Location: Suite 1306.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

692 1st Yr. PA

Performance Audit Reference #: 1215.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 1207.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

693 1st Yr. PA

Performance Audit Reference #: 1216.0

Description: Heat pump unit is still under construction.

Location: Suite 1203.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

694 1st Yr. PA

Performance Audit Reference #: 1217.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 1205 (bedroom).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

695 1st Yr. PA

Performance Audit Reference #: 1218.0

Description: Heat pump unit is still under construction.

Location: Suite 1110.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

696 1st Yr. PA

Performance Audit Reference #: 1219.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 1104 (master bedroom).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

697 1st Yr. PA

Performance Audit Reference #: 1220.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 907.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

698 1st Yr. PA

Performance Audit Reference #: 1221.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 901.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

699 1st Yr. PA

Performance Audit Reference #: 1222.0

Description: Heat pump unit has low pressure.

Location: Suite 808 (living room).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

700 1st Yr. PA

Performance Audit Reference #: 1223.0

Description: Heat pump unit is still under construction.

Location: Suite 809.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

701 1st Yr. PA

Performance Audit Reference #: 1224.0

Description: Heat pump unit is still under construction.

Location: Suite 810.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

702 1st Yr. PA

Performance Audit Reference #: 1225.0

Description: Heat pump unit is still under construction.

Location: Suite 710.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

703 1st Yr. PA

Performance Audit Reference #: 1226.0

Description: Heat pump unit is still under construction.

Location: Suite 702.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

704 1st Yr. PA

Performance Audit Reference #: 1227.0

Description: Heat pump unit is still under construction.

Location: Suite 706.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeild (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

705 1st Yr. PA

Performance Audit Reference #: 1228.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 604.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

706 1st Yr. PA

Performance Audit Reference #: 1229.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 507.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

707 1st Yr. PA

Performance Audit Reference #: 1231.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 409.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

708 1st Yr. PA

Performance Audit Reference #: 1232.0

Description: Heat pump unit locked out due to low pressure.

Location: Suite 404.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

709 1st Yr. PA

Performance Audit Reference #: 1233.0

Description: Heat pump unit is still under construction.

Location: Suite 101.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

710 1st Yr. PA

Performance Audit Reference #: 1234.0

Description: Heat pump unit is still under construction.

Location: Suite 102 (3rd floor).

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

711 1st Yr. PA

Performance Audit Reference #: 1235.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 102 (2nd floor).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

712 1st Yr. PA

Performance Audit Reference #: 1236.0

Description: Heat pump unit locked out due to high pressure.

Location: Suite 103 (1st and 3rd floor).

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

713 1st Yr. PA

Performance Audit Reference #: 1237.0

Description: Heat pump unit is still under construction.

Location: Suite 107.

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

714 1st Yr. PA

Performance Audit Reference #: 1238.0

Description: Heat pump unit is still under construction.

Location: Suite 106

WSSC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

715 1st Yr. PA

Performance Audit Reference #: 1239.0

Description: Heat pump unit is still under construction.

Location: Suite 105.

WSCC 591 advised that majority of heat pump units are locked due to dirt/debris in the glycol system. Tarion to retain a third party consultant to further investigate this matter.

Tarion's third party consultant, Morrison Hershfeld (MH) issued their final report dated July 4th, 2018, outlining the results and findings pertaining to the investigation of the failure of suite heat pumps.

Upon the review of the report, data analysis and testing reports provided and specifically, the items for consideration, Tarion determined the reported issue is covered under warranty.

This is a defect in a delivery and distribution system in the home and is, therefore, a breach of the *Two Year Distribution System Warranty*.

3. Items Not Warranted

The following items are not covered by the warranties and the vendor is not required to take any further action.

- 3 First Year Performance Audit - PA Ref #: 4.0**
Description: Substituted materials and construction are of lower quality than design/brochures for finishes of the entrance lobby (lower ceiling, larger stairs, larger space, etc.).
Location: Ground Level - Entrance vestibule and lobby.

WSCC 591 referring to marketing brochures and rendering photos for finishes of the entrance lobby at the ground level. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

- 4 First Year Performance Audit - PA Ref #: 5.0**
Description: Incomplete/missing installation of FOB access, as such the door are left unlocked creating a safety/security problem for residents.
Location: Throughout the building (eg. Parking garage entrances, common areas, amenity spaces, etc.).

WSCC 591 indicated that there is no FOB system installed to access underground garage levels and other common element areas creating a safety/security concerns. General Contractor (GC) acting on behalf of the Trustee, advised that FOB system was originally installed by the Vendor/Builder, however, the FOB system was in violation with the City of Waterloo By-Law prior to registration, and there was an Order to Comply issued by the City to remove it. Therefore, the Authority Having Jurisdiction (AHJ) forced the GC/Trustee to remove the FOB system to grant registration.

On April 23, 2018, WSCC 591 provided a copy of a letter from the Architect on record (Turner Fleischer) dated April 20, 2018. This letter indicated that the exit signs report dated April 13, 2018 prepared by Jensen Hughes and conclusions reached regarding exits and signage within the parking structure at the building, are valid and that the proposed measures are in compliance with the 2012 Ontario Building Code.

In addition, WSCC 591 provided a copy of an email sent from Mike McKean, a Municipal Building Official from City of Waterloo, confirming they are in agreement with the proposal from Jensen Hughes consulting dated March 19, 2018 and revised April 13, 2018, and indicated that exit signs can be removed and fobs and electromagnetic locking devices installed as noted, however, electromagnetic locking devices installation requires a building permit.

Based on the information/recommendation provided by WSCC 591, Tarion concluded that the current condition is in compliance with the OBC. Therefore, the proposal provided by JH Consulting Ltd. and approved by the Architect on Record and the JHA, is considered an upgrade to the current condition and should be taken up by WSCC 591.

The workmanship and materials meet the requirements of the *Ontario Building Code* and there is, therefore, no breach of the *One Year Building Code Warranty*.

6 First Year Performance Audit - PA Ref #: 7.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level GPH - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of the common element areas such as corridor of GPH level. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

14 First Year Performance Audit - PA Ref #: 16.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level GPH - Suite doors (GPH1, GPH2, GPH3, GPH4)

WSCC 591 referring to marketing brochures and rendering photos for finishes of the common element areas such as finishes of suite doors of GPH level. The Condominium Declaration document has no indication or illustration of any quality or specific finishing materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

29 First Year Performance Audit - PA Ref #: 39.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level PH - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

36 First Year Performance Audit - PA Ref #: 47.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level PH - Suite doors (PH1, PH2, PH3, PH4, PH5, PH6, PH7).

WSCC 591 referring to marketing brochures and rendering photos for finishes of the suite doors at PH level. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

49 First Year Performance Audit - PA Ref #: 71.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 17 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

67 First Year Performance Audit - PA Ref #: 101.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 16 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

76 First Year Performance Audit - PA Ref #: 111.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 16 - Suite doors (1601, 1602, 1603, 1604, 1605, 1606, 1607).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 16. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

88 First Year Performance Audit - PA Ref #: 135.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 15 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

97 First Year Performance Audit - PA Ref #: 145.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 15 - Suite doors (1501, 1502, 1503, 1504, 1505, 1506, 1507).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 15. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

106 First Year Performance Audit - PA Ref #: 167.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 14 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

114 First Year Performance Audit - PA Ref #: 176.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 14 - Suite doors (1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 14. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

124 First Year Performance Audit - PA Ref #: 202.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 13 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

132 First Year Performance Audit - PA Ref #: 211.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 13 - Suite doors (1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 13. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

141 First Year Performance Audit - PA Ref #: 237.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 12 - throughout the corridor

WSSC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

150 First Year Performance Audit - PA Ref #: 247.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 12 - Suite doors (1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210).

WSSC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 12. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

159 First Year Performance Audit - PA Ref #: 272.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 11 - throughout the corridor

WSSC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

168 First Year Performance Audit - PA Ref #: 282.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 11 - Suite doors (1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 11. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

176 First Year Performance Audit - PA Ref #: 302.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 10 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

183 First Year Performance Audit - PA Ref #: 311.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 10 - Suite doors (1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 10. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

192 First Year Performance Audit - PA Ref #: 335.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 9 - throughout the corridor

WSSC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

199 First Year Performance Audit - PA Ref #: 343.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 9 - Suite doors (901, 902, 903, 904, 905, 906, 907, 908, 909, 910).

WSSC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 9. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

206 First Year Performance Audit - PA Ref #: 360.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 8 - throughout the corridor

WSSC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

215 First Year Performance Audit - PA Ref #: 369.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 8 - Suite doors (801, 802, 803, 804, 805, 806, 807, 808, 809, 810).

WSSC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 8. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

223 First Year Performance Audit - PA Ref #: 389.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 7 - throughout the corridor

WSSC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

232 First Year Performance Audit - PA Ref #: 399.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 7 - Suite doors (701, 702, 703, 704, 705, 706, 707, 708, 709, 710).

WSSC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 7. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

240 First Year Performance Audit - PA Ref #: 424.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 6 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

249 First Year Performance Audit - PA Ref #: 434.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 6 - Suite doors (601, 602, 603, 604, 605, 606, 607, 608, 609, 610).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 6. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

261 First Year Performance Audit - PA Ref #: 455.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 5 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

272 First Year Performance Audit - PA Ref #: 467.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 5 - Suite doors (501, 502, 503, 504, 505, 506, 507, 508, 509, 510).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 5. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

281 First Year Performance Audit - PA Ref #: 490.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 4 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

289 First Year Performance Audit - PA Ref #: 500.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 4 - Suite doors (401, 402, 403, 404, 405, 406, 407, 408, 409).

WSCC 591 referring to marketing design/brochures and/or rendering photos for finishes of the suite doors of level 4. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

311 First Year Performance Audit - PA Ref #: 569.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 3 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

333 First Year Performance Audit - PA Ref #: 629.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 2 - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

343 First Year Performance Audit - PA Ref #: 660.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Ground Level - throughout the corridor

WSCC 591 referring to marketing brochures and rendering photos for finishes of corridors. The Condominium Declaration document has no indication or illustration of any quality or specific materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item or the Substitution Warranty - Selected Item*.

372 First Year Performance Audit - PA Ref #: 723.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Ground Level:

- North corridor adjacent units TH5, TH6, TH7, TH8.
- South corridor adjacent Units TH1, TH2, TH3, TH4.

WSCC 591 referring to marketing brochures and/or rendering photos for finishes of the common element areas such as suite doors at ground level. The Condominium Declaration document has no indication or illustration of any quality or specific finishing materials to be installed in the common element areas.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no substitution and, therefore, no breach of the *Substitution Warranty - Specified Item* or the *Substitution Warranty - Selected Item*.

473 First Year Performance Audit - PA Ref #: 906.0

Description: Incomplete/missing intercom/enterphone/keypad system into the garage.

Location: Concrete pad at entrance driveway to parking garage.

Observation showed that no intercom/enterphone/keypad system installed into the garage. GC acting on behalf of the Trustee, that the intercom system suppose to serve two buildings and must be part of the shared facility agreement (SFA). That's why it wasn't installed. WSCC 591 confirmed the same, as they are in progress of finalizing the SFA with the owner of phase II.

WSCC 591 advised that the owners/residents currently have no means to remotely allow visitors to enter the parking garage, however, residents are able to allow visitors to remotely enter the building on foot via the front door, the As-Built architectural drawings indicated the presence of call-up panels at the garage entry.

The Trustee indicated and confirmed that per the Condominium Registration documents for this building, there is no designated visitor parking, and there should be no access for visitor vehicles to freely enter the parking garage.

WSCC 591 referenced section 4.6 of the Condominium Registration documents, however, this section is irrelevant to have permanent visitor parking in this building.

No documentation/specification was found in respect of any call-up panel or related system to be installed in relation to the parking garage, if a call-up panel was intended to be installed (in front of the parking gagare) we would have had something in the records.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty* or the *One Year Materials Warranty*.

509 First Year Performance Audit - PA Ref #: 1022.0

Description: Active/signs of water leakage through soffit.

Location: Level UG1 - Adjacent Stalls 54&55.

Minor moisture stain (efflorescent) observed through soffit at level UG1 adjacent stalls 54 and 55, not an active leakage.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location on the soffit, it was confirmed that specific location was dry to the touch with no active water leaks through the soffit, it was only rust staining visible on the soffit surface adjacent stalls 54 and 55.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

513 First Year Performance Audit - PA Ref #: 1026.0

Description: Active/signs of water leakage through soffit and foundation wall.

Location: Level UG1 - Adjacent Stalls 7, 8, 9.

Observation showed no active leak, only sign of moisture stain on the soffit at level UG1 adjacent stalls 7, 8 and 9. WSCC 591 indicated this location was repaired by the GC acting on behalf of the Trustee.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location on the soffit/foundation wall, it was confirmed dry to the touch with no active water leaks occurring.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

514 First Year Performance Audit - PA Ref #: 1027.0

Description: Active/signs of water leakage through soffit and foundation wall.

Location: Level UG1 - Adjacent Stalls 10.

No active leakage observed, WSCC 591 indicated this location was repaired by the GC acting on behalf of the Trustee.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location on the soffit, it was confirmed that specific location was dry to the touch with no active water leaks occurring.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

517 First Year Performance Audit - PA Ref #: 1030.0

Description: Active/signs of water leakage through soffit and foundation wall.

Location: Level UG1 - Adjacent Stalls 20.

No active leakage observed through soffit.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location identified by this item, it was confirmed dry with no active water leaks occurring.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

523 First Year Performance Audit - PA Ref #: 1036.0

Description: Active water leakage on drywall drop ceiling, with staining, peeling tape, rusted studs, etc.

Location: Level UG1 - Adjacent Stalls 48&49.

No issues observed. WSCC 591 indicated it was resolved by GC acting on behalf of the Trustee.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location identified by this item, it was confirmed dry with no active water leaks occurring.

On June 28, 2018 and based on new information provided by WSCC 591 regarding this location, and after Tarion reviewed the current condition of identified location, no water leakage observed.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

543 First Year Performance Audit - PA Ref #: 1086.0

Description: Each piece of documentation not submitted (but typically received from the developer/contractors) and; therefore, not reviewed is considered to be a deficiency. The outstanding documentation should be delivered for review.

Location: a) Mechanical Specifications.

b) Electrical Specifications.

c) Mechanical and electrical systems Operating and Maintenance Manuals.

d) Mechanical Contractors Warranty.

e) Commissioning reports for domestic water booster pump set, boilers, make up air unit, and Generator Set.

f) Fire alarm verification certificate.

g) Letter from Electrical Safety Authority stating that all has been inspected and is acceptable.

h) Commissioning reports for heat pump system, fire pump, and other major systems.

i) Generator test and verification certificate.

j) Sprinkler contractors' test certificate and sprinkler systems hydraulic calculations.

k) Hydrostatic test certificates.

l) Thermographic scan report for electrical supply and distribution systems.

m) Air balancing report for ventilation equipment. Water balancing report for heat pump system.

This item is beyond Tarion's warranty coverage.

No changes occurred to Tarion's original assessment of this item. Therefore, this item is still not covered under the statutory warranty.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty* or the *One Year Materials Warranty*.

651 First Year Performance Audit - PA Ref #: 1353.0

Description: Missing bollard to protect gas lines.

Location: Ground level - adjacent driveway area.

Observation showed two bollards installed to protect gas lines. WSCC 591 advised that the distance between the two installed bollards is insufficient and required a third bollard to be installed. WSCC 591 did not substantiate such requirement.

WSCC 591 advised that they have contacted Union Gas, the Jurisdiction having Authority (JHA) regarding the installed bollards, and they indicated that their requirements of protection only extends to their own equipment which is already protected by three bollards. WSCC 591 further indicated that, although the natural gas and propane installation code book may not be a regulatory requirement, however, the concern over the gas line being exposed to traffic leaving the u/g parking garage remains.

Tarion has no authority over the JHA to determine whether to increase and/or decrease or assess the already installed bollards, as it may create accessibility issue for the JHA if gas lines requires maintenance.

There is no defect in workmanship or materials and, therefore, no breach of the *One Year Workmanship Warranty or the One Year Materials Warranty*.

25 2nd yr. PA.

Performance Audit Reference #: 25.0

Deficiency: 3.2 - Parking Garage - Cracked waterproofing membrane on suspended slab.

Location: "Ground Level - Parking stall 10. See Photograph No. 18"

Observation showed hairline crack of waterproofing membrane on suspended slab at ground level parking stall 10. This item should have been reported within the 1st year warranty coverage. For further clarification, please check CE CPG section 1.3.

WSCC 591 wanted Tarion to re-assess this item in conjunction with item # 1022 of the 1st year PA and advised that, the cause of water leak into parking stalls # 54 and 55 (per item # 1022 of the 1st year Performance Audit) was caused by the hairline crack of waterproofing membrane on suspended slab at ground level parking level 10.

On March 16, 2018, with the presence of the Trustee, the General Contractor staff acting on behalf of the Trustee, and WSCC 591, upon closer inspection to the specific location on the soffit located above stalls # 54 and 55, it was confirmed that this specific location was dry to the touch with no active water leaks through the soffit, it was only rust staining visible on the soffit surface adjacent stalls 54 and 55. Therefore, there was no water leak occurring from the above soffit and the reassessment of this item shall not be changed.

There is no breach of the *Second Year Warranties*.

98 2nd yr. PA.

Performance Audit Reference #: 98.0

Deficiency: 3.6 Electrical Systems - Dark area at the exit to Allen Street

Location: "Ground level - Exit to Allen Street See Photograph No. 129"

WSSC 591 did not demonstrate how much was the light level at the exit to Allen street and OBC requirements.

WSSC 591 provided a site reading for the light level measurement value of 45 lux and provided the supported the Ontario Building Code section that requires the illumination average level not less than 50 lux. However, this item was reported in the 2nd Year Warranty period and the remarks of section 8.4 of CE CPG indicated the following "... Further degradation of the bulbs beyond the first Year Warranty period would be considered normal wear and tear and be addressed by the homeowner."

The degradation of the light level is insignificant and considered normal wear and tear.

The workmanship and materials meet the health and safety requirements of the *Ontario Building Code* and there is, therefore, no breach of the *Two Year Building Code Warranty*.

This item is consistent with normal wear and tear. Normal wear and tear is excluded from warranty coverage under s. 13(2)(c) of the *Ontario New Home Warranties Plan Act*.

138 2nd yr. PA.

Performance Audit Reference #: 138.0

Deficiency: 3.7 Unit Owner Reported Items - Water leakage from window at two windows.

Location: Suite 1402 - Living and dining room area.

At the time of the inspection, the Homeowner confirmed, for the last six months, no water leakage observed.

On March 6, 2018, WSSC 519 provided a picture via e-mail, appeared taken by the homeowner of unit 1402, showing water spots residues on the white sill and the silver base of the goblet installed adjacent to what appeared to be the living/dinning room area. The picture does not show the potential source of water spots, which could be coming from either internal source and/or external source such as opening the adjacent balcony sliding door during rain fall. Tarion advised WSSC 519 and/or the Trustee further investigate the potential source of water entry, if any.

There is no water penetration through the building envelope of the home and, therefore, no breach of the *Two Year Water Penetration - Building Envelope Warranty*.

APPENDIX "A"

WARRANTIES UNDER THE ONTARIO NEW HOME WARRANTIES PLAN ACT - DEFINITIONS & DESCRIPTIONS

Note: These are simplified descriptions provided for ease of understanding. The full definitions/descriptions are found in the references in brackets. The warranties and limits on warranties are also described in the *Homeowner Information Package* and on www.tarion.com.

The Pre-Completion Warranties

Deposit Protection

- A home buyer who has entered into a contract to purchase a home from a vendor is entitled to reimbursement of a deposit paid to the vendor which is to be credited to the purchase price under the contract on closing if
 - the person has exercised a statutory right to rescind the contract before closing; or
 - the person has a cause of action against the vendor resulting from the fact that title to the home has not been transferred to the person because,
 - > the vendor has gone into bankruptcy, or
 - > the vendor has fundamentally breached the contract
- [s.14(1) of the *Ontario New Home Warranties Plan Act* (the "Act").]

Financial Loss for Contract Homes

- An owner of land who has entered into a contract with the builder for the construction of a home on the land and who has a cause of action against the builder for damages resulting from the builder's failure to substantially perform the contract is entitled to receive reimbursement for shortfall, if any, between the amount paid by the owner to the builder under the contract and the value of work and materials supplied by the builder [s.14(2) of the Act].

The Delayed Closing/Occupancy Warranties

Delayed Closing or Delayed Occupancy Compensation Warranty

- If the closing of the sale of your home or the occupancy date of the condominium is delayed beyond the permitted delays in the legislation, then delayed closing or occupancy compensation may be payable [Reg. 165 under the Act].

The One Year Warranty

Workmanship

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in a workmanlike manner [s.13(1)(a)(i) of the Act].

Materials

- Every vendor of a home warrants for one year after the date of possession that the home is free from defects in materials [s.13(1)(a)(i) of the Act].

Fit for Habitation

- Every vendor of a home warrants for one year after the date of possession that the home is fit for habitation [s.13(1)(a)(ii) of the Act].

Building Code

- Every vendor of a home warrants for one year after the date of possession that the home is constructed in accordance with the *Ontario Building Code* [s.13(1)(a)(iii) of the Act].

Major Structural Defect

- Every vendor of a home warrants to the owner for one year after the date of possession that the home is free of major structural defects as defined in the legislation [s.13(1)(b) of the Act].

The Two Year Warranty

- Water Penetration - Basement / Foundation*

 - Every vendor of a home warrants for two years after the date of possession that there will be no water penetration through the basement or foundation of the home [s.14 of Reg. 892 under the Act].
- Water Penetration - Building Envelope*

 - Every vendor of a home warrants for two years after the date of possession that the home is constructed in a workmanlike manner and is free from defects in materials including windows, doors, and caulking such that the building envelope of the home prevents water penetration [s.15(2)(a) of Reg. 892 under the Act].
- Distribution System*

 - Every vendor of a home warrants for two years after the date of possession that the electrical, plumbing and heating delivery and distribution systems are free from defects in materials and work. "Delivery and distribution systems" includes "all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances, fittings and fixtures" [s.15(2)(b) and s.15(1) of Reg. 892 under the Act].
- Cladding*

 - Every vendor of a home warrants for two years after the date of possession that all exterior cladding of the home is free from defects in material and work resulting in detachment, displacement or physical deterioration [s.15(2)(c) of Reg. 892 under the Act].
- Building Code - Health & Safety*

 - Every vendor of a home warrants for two years after the date of possession that the home is free from violations of the *Ontario Building Code* regulations under which the building permit was issued affecting health and safety, including but not limited to fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy [s.15(2)(d) of Reg. 892 under the Act].
- Major Structural Defect*

 - Every vendor of a home warrants for two years after the date of possession that the home is free of major structural defects [s.15(2)(e) of Reg. 892 under the Act].

The Seven Year Warranty

- Major Structural Defect*

 - Every vendor of a home warrants for seven years after the date of possession that the home is free of major structural defects [s.16 of Reg. 892 under the Act].

Unauthorized Substitutions

- Selected Items*

 - Every vendor of a home warrants that the vendor shall make no substitutions in those items of construction or finishing for which the purchaser is entitled to make a selection pursuant to the purchase agreement without the written consent of the purchaser [s.18 (1) of Reg. 892 under the Act].
- Specified Items*

 - Every vendor of a home warrants that, where the vendor makes a substitution with respect to an item that is referred to in the purchase agreement that is not an item that is to be selected by the purchaser, the item will be of equal or better quality than the item referred to in the purchase agreement [s.19 of Reg. 892 under the Act].

Exclusions from Warranty

- Specific Warranty Exclusions*

 - The conditions and items that are not covered by the warranties are set out in the legislation [s.13(2) of the Act] and in the *Homeowner Information Package*.



MORRISON HERSHFIELD

June 8, 2018

Mr. Chuck Murad, M.B.SC., B.Eng., C.E.T., BSSO,
Senior Warranty Services Representative, Common Elements
Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON M2N 6L9

Dear Mr. Murad:

Re: Final Report on Investigation of Failure of Brass Isolation Valves in Heat Pump System at 144 Park St., Waterloo, ON.

We are pleased to submit our final report on Morrison Hershfield's investigation into the matter described above.

MH Investigation and Observations

A report prepared by Pario Engineering and Environmental Sciences (Pario) stated that the failed valve was defective before it left the factory because of a partial fracture, and because of dezincification of the valve body while in service. While the crack that occurred during manufacturing significantly weakened the valve body, it appears that dezincification may have advanced the weakness further, to the point where the valve ultimately failed.

ANSI 21.15 Manually operated gas valves for appliances, appliance connector valves and hose end valves

ASME B16.44 Manually Operated Metallic Gas Valves for Use in Above Ground Piping Systems up to 5 psi

Additional valves were removed from other heat pumps in the building and were found in a subsequent report to be from three different manufacturers as follows:

1. Valves with a logo on the body but no manufacturer's name but contain CSA marking and identification for use up to 600 psi working pressure. The valve has markings on the handle for ANSI 21.15 Manually operated gas valves for appliances, appliance connector valves and hose end valves and ASME B16.44 Manually operated metallic gas valves for use in above ground piping systems up to 5 psi. The two valves that failed are from this manufacturer.
2. Kitz Industrial containing CSA marking and identification for use up to 600 psi working pressure.
3. Ningbo EFF Manufactory Company containing CSA marking and identification for use up to 600 psi working pressure.

- 2 -

All valves showed signs of dezincification. Dezincification alone is capable of producing cracks in brass over time that may lead to mechanical failure, but it has not currently advanced to that stage. Corrosion due to dezincification appears to be only superficial.

The glycol used in the system contains corrosion inhibitors that will help to reduce the incidence of various forms of corrosion. However, if the glycol condition is not closely monitored then the inhibitors lose their effectiveness, the glycol deteriorates and becomes acidic and corrosive conditions will develop that will accelerate dezincification in valves/pipes and corrosion of the steel pipes.

Morrison Hershfield visited the building on September 28 to obtain a sample of the glycol for analysis in Chem-Aqua's (the glycol supplier) lab. The sample represents a current-day snapshot of the condition of the system, and while it does not represent how things were in 2015 it is an accurate indication of whether there is cause for concern in the future. The report (attached as Appendix A) shows that pH (9.9), inhibitor concentration (1,240 mg/L as Sodium Nitrite) are within normal ranges. Glycol concentration was 30%, which corresponds to a freezing point temperature of -16°C. The glycol was reported to be slightly hazy and slightly yellow. It is acceptable, but ideally it should be clear.

The mechanical maintenance contractor reported that the glycol was not in good condition when they began working in the building, which leads us to believe that the glycol chemistry was not being attended to before the condominium corporation took over. However, while this may be the case it does not lead to the conclusion that this was the cause of the faulty valve.

Statements in separate reports authored by an outside party have been made that the failed valve does not comply with any CSA Standard and that the valve is counterfeit. However, we note that no applicable standard was quoted and that the claims were not made by Pario or Steel Image Laboratory, who conducted the destructive tests on the valve. Thus, our opinion is that these claims currently have little merit without further substantiation.

Second Incident

We have recently received a second report of a failed ball valve. The incident occurred when a maintenance contractor was moving a heat pump with the flexible glycol hoses connected to the risers. The action of moving the heat pump appears to have applied sufficient torque to the valve to cause the valve to fail on an existing fracture.

A subsequent review of the valve when it was removed showed that the fracture was identical to that in the first failed valve, caused by excessive force used to install a threaded insert in the end of the valve body. The excessive force cracks the fitting and for a liquid thread sealant to enter the crack before curing.

The second incident provides additional evidence of a manufacturing defect that may be of concern. Unfortunately, the fact that there are three different valve manufacturers whose valves are installed randomly throughout the building it does not allow for a simple solution. What is known is that the two valves that have failed are from the same manufacturer and can be identified by the manufacturer's logo.



- 3 -

Items For Discussion

It appears that two valves from the same manufacturer have now failed because of a defect caused during the manufacturing process based on information that has been shared by the Condominium Corporation to Tarion Warranty Corporation.

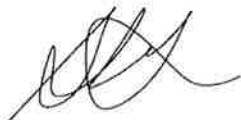
Of the numerous valves that are installed in the condenser water and heating water loops of the building, two valves have failed from the same manufacturer with the unknown name, but identified as #1 under MH Investigation and Observations. It is unknown how many of the three different valve manufacturer valves are installed on site. It is known that the valve identified as #1 has CSA markings as well as markings for ANSI 21.15 and ASME B16.44 which are both standards for natural gas applications. While it is not common for valves for hydronic applications to have markings for use as a natural gas application this does not mean that the valve cannot be used in a hydronic valve application.

We contacted a local distributor of valves from several manufacturers to discuss the situation. The response from the distributor was that brass valves are widely used in glycol systems, and they are compatible with ethylene glycol provided chemical treatment is properly maintained. Of the valves that were removed for destructive testing from the three separate manufacturers, all showed symptoms of dezincification to varying degrees. If the valves showed signs of dezincification it may be because the glycol water chemistry in the system was not carefully maintained for a period in the past.

With the information we have at this time it is our opinion that the valve failures (2) were caused by a manufacturing defect that is difficult to identify while the valve is installed and the next valve failure cannot be easily predicted without carrying out a destructive review on site. Whether dezincification was a significant factor is difficult to say. The crack created during manufacturing is large and easily visible, while the erosion due to dezincification is only visible under a microscope.

As part of ongoing maintenance of the hydronic system the chemical treatment system shall be included as part of this regime. Ensuring that glycol quality is constantly monitored and that the chemistry is adjusted to maintain recommended levels of ethylene glycol and corrosion inhibitors in the system is important. While a flow meter does not exist, installing one in the line to the side stream glycol filters that would indicate lower flow when the filters need to be changed would be value added.

Sincerely,
Morrison Hershfield Limited



Stephen Jones, P.Eng
Principal, Senior Mechanical Engineer
Cc Sandro Nevicato Tarion



APPENDIX A – CHEM AQUA WATER CHEMISTRY REPORT





CHEM-AQUA
Div. of NCH Canada Inc.

253 Orenda Road
Brampton, ON
L6T 1E6
519-827-7904
www.chemaqua.com

INDUSTRIAL WATER ANALYSIS REPORT

REPORT NO. 17020

Date Analysis Completed: Oct 6, 2017	Customer: Morrison Hershfield – 144 Park, Waterloo
Date Sample Received: Oct 5, 2017	Date Sampled: Unknown
Representative: Nandan Atre	

1. Sampling Point	Heat Pump Loop		
2. Appearance	Slightly hazy, slightly yellow (1,2)		
3. pH	9.9		
4. Specific Conductance, umhos, 25°C			
5. Total Hardness, mg/L CaCO ₃			
6. Calcium, mg/L CaCO ₃			
7. Magnesium, mg/L CaCO ₃			
8. P-Alkalinity, mg/L CaCO ₃			
9. M-Alkalinity, mg/L CaCO ₃			
10. Sulphate, mg/L SO ₄			
11. Chloride, mg/L Cl			
12. Phosphate, mg/L PO ₄			
13. Nitrate, mg/L NO ₃			
14. Iron, mg/L Fe			
15. Copper, mg/L Cu			
16. Silica, mg/L SiO ₂			
17. Sodium Nitrite, mg/L NaNO ₂	1240		
18. Phosphonate, mg/L			
19. Sulphite, mg/L SO ₃			
20. Hydrazine, mg/L N ₂ H ₄			
21. Molybdenum mg/L Mo			
22. Manganese mg/L Mn			
23. Specific Gravity kg/L			
24. % Glycol (vol/vol)	30		
25. Freeze Point °C	-16		

COMMENTS:

Scientific protocol requires that all test results be recorded as "less than" or "<" when the result is below the tests' calculated detectable limit. For the purposes of this Water Analysis Report the "<" sign can be interpreted as "zero detected".

1. Abundance of fine magnetite present.

2. Nandan said glycol is 100% ethylene glycol manufactured by Quatic Industries.

Analyst: D. Berry, M.Sc., C. Chem.

ISO 9001 : 2000 REGISTERED



MORRISON HERSHFIELD

July 4, 2018

Mr. Chuck Murad, M.B.SC., B.Eng., C.E.T., BSSO,
Senior Warranty Services Representative, Common Elements
Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON M2N 6L9

Dear Mr. Murad:

Re: Report on Investigation of Failure of Suite Heat Pumps at 144 Park St., Waterloo, ON.

We are pleased to submit this updated report on Morrison Hershfield's (MH) investigation into the matter described above. The report has been updated to reflect MH's findings after a water balancing agent was retained to obtain measurements of the current flow rates in the condenser loop which supplies the glycol water medium to the air conditioning heat pumps throughout the building.

Project Background

There have been reports of heat pumps not providing sufficient heating or cooling in several suites. Some heat pumps have also tripped off under high head pressure, requiring a visit by a service technician to restart them.

Service technicians have been retained by Condo Corporation and a Contractor under the Trustee have also been retained to remove heat pumps and clean orifice plates that control glycol flow to the condenser of air conditioning heat pumps that required attention. The technicians have also flushed suite heat pump condenser coils to remove accumulated debris that reduces heat transfer efficiency. Clogged orifice plates and low flow are both conditions will starve the heat pump condenser of glycol, which is the heat transfer medium, and results in high head pressure in the compressor, tripping it out as a safety measure.

There have been multiple calls to the Property Manager regarding insufficient heating and cooling in the suites. At this time we don't know if there were multiple complaints from each suite or only single calls.

MH Investigation and Observations

Estimated Suite Heating and Cooling Loads

To confirm appropriate suite heating and cooling capacity, MH analyzed suites that had complaints generated about lack of cooling or heating capacity. MH used Carrier's Hourly Analysis Program to estimate the heating and cooling loads in the suites listed below and

- 2 -

compared the results to the capacities of the installed units. The suites modeled were as follows:

- Reported Heating Deficit: 710, 1408, 1807 (PH7)
- Reported Cooling Deficit: TH6, TH7, 402, 405, 606, 805, 1207, 1506

A table of results appears in Appendix A. The review indicated the following:

- The installed heating capacity in suites complaining of insufficient heating exceeded the estimated heating loads. There would not appear to be any reason for complaints on the basis of installed capacity. However, other external factors may limit glycol flow to the units. This will be addressed later in the report.

The estimated cooling load in suites complaining of insufficient cooling exceeded the installed cooling capacity in several instances; suites 402, 405, 606, 805, 1207 and 1506. The differences were not great, but would be close enough that any reduction in capacity caused by sediment blockage or other factors could be enough to cause a problem. We note that there have been additional complaints from suites with heat pumps that have already been serviced. This indicates that at least part of the problem exists in other areas of the heat pumps system, and the issue is not solely attributed to installed heat pump capacity but may be more directly be related to the condition of the condenser loop with respect to flow rates and water quality.

Condenser Loop Water Quality & Derating Heating and Cooling Efficiency

MH took a sample of the glycol water from the loop on September 28, 2017 and sent one sample to the glycol manufacturer, Chem-Aqua, for analysis (Refer to Appendix B). They reported that the glycol is in good condition (concentration and pH are normal), and its appearance is clear.

Water has a lower viscosity and specific gravity than a 30% Ethylene Glycol solution. Thus, it is slightly more difficult to pump and will also reduce heat transfer through the condenser. We contacted the glycol pump distributor, who informed us that the pumping system derating factor would be 0.99 to account for use of glycol instead of water.

The heat pump manufacturer's catalog provides derating tables for various glycol concentrations. From the table, the derating factor for cooling using 30% Ethylene Glycol is 0.987 and the factor for heating is 0.971.

Combining the pumping and heat pump derating factors, the total derating factor for heating is 0.961 and for cooling the factor is 0.977. If the concentration of glycol was not accommodated in the pump selection it would result in a potential undersizing of less than 3%.

Condenser Loop Equipment

The fluid cooler was specified with a flow rate of 650 gpm with a 4.2 psi pressure drop based on 100°F/90°F temperature drop during ambient air temperatures of 76°F wet bulb. The condenser loop has two circulation pumps configured in parallel each with a capacity of 435 gpm. The fluid cooler temperature is controlled with a 3 way control valve. In conversation with the contractors



- 3 -

that maintain the equipment is that the loop has always been able to maintain the 100°F/90°F temperature drop during the summer.

The design requirement for the condenser loop to satisfy the building's heat pump units is 879 gpm which means this is the required flow rate through the fluid cooler. The fluid cooler is receiving a higher flow rate than design, however the in conversation with the manufacturer the loop on a peak design day would still be able to provide a 99°F/90°F. MH has confirmed with the equipment manufacturer that the fluid cooler is able to reject the heat out of the loop although the temperature may decrease to 98°F/90°F. The higher flow rate through the fluid cooler creates a higher pressure drop, however the cold rolled steel tubing is able to withstand the increased velocity and pressure drop of a flow rate at 879 gpm.

Heat Pump Loop and Air Flow Balancing

The condominium corporation has received very little in the way of specifications, shop drawings and commissioning documents from the Developer/Vendor. We do not know if the heat pump glycol loop was balanced to confirm design flow requirements to the heat pump riser groups before the system was put into use.

Through email correspondence that MH has received from Tarion MH has learned that as of the summer of 2015 there was significant debris in the condenser piping loop and that there was not a filtration system installed in the loop. MH also understands that the system was to be emptied and flushed by the Vendor/Trustee, but that during a meeting between the Trustee and Tarion it was confirmed by a contractor doing work on behalf of the Trustee that the system was not emptied or flushed, and that the filtration system installed was only rated for 80% of the installed capacity of the loop.

Considering the apparent lack of cleaning and flushing, it seems likely that the system was not completely balanced either. An unbalanced system will result in greater than necessary glycol flow in some areas and insufficient flow in other areas, which would cause heating and cooling deficiencies in the system.

In order to address this MH retained a water balancing agent to do the following:

- Obtain the flow rate out of the condenser loop pumps during parallel operation
- Determine the maximum available flow rate and pump head pressure capacity.
- Determine the flow rate to each riser that serves a group of heat pumps located at the 19th Floor serving the Tower from the 4th to 19th floors
- Determine the flow rate to each riser that serves a group of heat pumps located in the Townhouse section and Amenity areas from points on the Third Floor (Parking & Amenity Area) of the building.
- Measure the flow to a make up air unit condenser coil located at the P1 Level.

Condenser Loop Water Audit Results

MH started the water flow rate audit from the bottom of the building and worked our way to the Penthouse Mechanical Room. Below is a summary of our findings with the full audit report located in Appendix C with floor plans showing flow balancing valve locations in Appendix D:



- 4 -

1. The make up air unit at the P1 Level is receiving approximately 30% more water flow than required.
2. The Third Floor is the location for flow balancing valves (FBV) for the Town House units and Amenity Areas.
 - a. The heat pump located on the south elevation of the Fitness Room is over supplied by 200%. The flow balancing valve is very difficult to access as the acoustic insulation intended to protect the residential suite above leaves zero clearance to the valve. It is quite possible this valve was never adjusted during balancing. Photo shown below



- b. The drawings do not provide a clear indication of return piping for the Guest Suite, T/H5 and the Theatre. Inspecting the ceiling of the Theatre confirmed that the piping to the heat pump in T/H5 is not as it is shown on the drawings.
 - c. There is condenser water piping that runs in the ceiling of the Theatre and leads to the Corridor. This piping runs to the Theatre heat pump and extends through the wall and into T/H5. It is possible that this return piping also picks up the T/H5 and possibly the Guest Suite, but this could not be confirmed as these respective areas were not inspected as our understanding is that the ceilings of these spaces are concealed.
 - d. All of the remaining heat pumps at the Third Floor are receiving condenser water flow rates that are within 5% of design flow requirements which is reasonable.
3. In the Tower portion of the building which includes Floors 4 to the Penthouse (19th Floor) there are 14 flow balancing valves and of these valves only 6 are within +/-10% of the design flow requirement. Three of the fourteen valves exceed 10% of the design flow requirement and 5 have a shortfall of water flow greater than 10% of the design flow requirement. Refer to Appendix C for the tabulated results.
4. In the Penthouse a measurement was taken at each of the 20 hp pumps (P-3A & P-3B) that are designed for 435 gpm with 90 feet of total head. The results from the pressure gauge readings taken at each pump and from the Shut Off Head test at each pump while the pumps were operating in parallel show that each pump is operating at 430 gpm 93.8 feet of total head. Theoretically, the two pumps operating in parallel are producing 860 gpm.



- 5 -

5. An ultrasonic flow measuring device was mounted on the exterior of the uninsulated condenser water pipe downstream of pumps P-3A & P-3B located in the Penthouse and the results indicated a reading of 870 gpm. A photo of the ultrasonic flow meter is shown below.



Items for Consideration

Below is a summary of items for your review:

1. There is sufficient water flow from the base building circulation pumps serving the condenser water loop, however a rebalancing of the flow throughout the building needs to be completed to redistribute the condenser water through the loop to ensure sustained heat pump operation.
2. Tower Riser #2 has only receiving 47% of its design requirement yet only Suite 1207 has reported a problem. This can be attributed to the riser being located on the northwest exposure of the building which does not receive significant solar exposure thus reducing the cooling requirements of this suite.
3. Tower risers #10 and #13 are receiving 75% and 88% of their design requirement yet have more incidents of complaints for thermal comfort which is attributed to the risers being located on the southeast and southwest exposures of the building respectively which have high solar exposure thus increasing the cooling requirements on this side of the building.
4. Tower Riser #4 is located on the north elevation of the building which has the smallest solar exposure but although the riser is only receiving 83% of its design requirement only Suite 1408 has reported a problem with heating performance on this riser.
5. There are risers in the building where the flow rate meets the design requirements, but there are still issues with heat pump operation. This provides evidence that the heat pump condenser or orifice may be partly obstructed. There is correspondence and past meetings that indicate that the building was not initially provided with a chemical pot feeder or filtration, and then eventually was provided with filtration by the Trustee that did not have capacity for the installed volume flow rate. There is also history that indicates that the loop was not emptied and flushed. If these events are indeed true, an untreated hydronic system, even if provided with a filter, would still experience fouling and debris which would clog components in the system, reduce heat pump performance and cause heat pump alarms.
6. While an understanding of how the heat pumps in Town House #5, the Guest Suite and Theater is not properly documented on the "As Built Drawings" or confirmed on site, there have not been complaints from this area of the building for thermal comfort so confirming the exact piping routing confirmation is not required at this time.

RECOMMENDATIONS

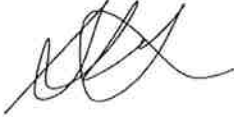
Moving forward the next step to resolve the heat pump operation are as follows:

- Have a qualified contractor flush out the risers Town House risers THR2 & THR3 and Tower risers 1, 2, 4, 5, 6, 7, 10 & 13. MH recommends that the Trustee Contractor be hired to carry out this work.
- Retain an engineering consultant and a balancing agent to complete the balancing of the condensing water loop as per the design requirements as indicated in Appendix C.



Please contact the undersigned if you have any questions.

Sincerely,
Morrison Hershfield Limited



Stephen Jones, P.Eng
Principal, Senior Mechanical Engineer



Q:\TORONTO\PROJ\1800577\09 ASSESSMENT\WORK IN PROGRESS\144 PARK - TARION HEAT PUMP REPORT.DOCX



Appendix A
Recorded Cooling & Heating Deficiency Table



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Suite Heating					
Suite No.	Estimated Heating Load (MBH)	Heat Pump Capacity (MBH) (derated as described in report)	Excess (+) or Deficit (-) Capacity (MBH)	Water Flow Rate (shortage or excess)	Recommendation
710	24.4	27.2	+2.8	+23% (R6&7)	Not flow related; Re-flush piping; Rebalance riser
1408	21.9	27.2	+6.3	-17% (R4)	Flow problem; Re-flush piping; Rebalance riser
1807 (PH7)	16	34.1	+18.1	+25% (R7)	Not flow related; Re-flush piping; Rebalance riser



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Suite Cooling					
Suite No.	Estimated Cooling Load (Tons)	Heat Pump Capacity (Tons) (derated as described in report)	Excess (+) or Deficit (-) Capacity (Tons)	Water Flow Rate (shortage or excess)	Recommendation
T/H 6	2.4	3.9	+1.5	Equal (THR2)	Re-flush piping;
T/H 7	2.4	3.9	+1.5	+50% (THR3)	Not flow related; Re-flush piping; Rebalance riser
402	2.4	1.7	-0.7	-30% (R10)	Flow problem; Re-flush piping; Rebalance riser
405	2.5	1.7	-0.8	-10% (R13)	Flow problem; Re-flush piping; Rebalance riser
606	1.1	0.97	-0.13	+25% (R1)	Not flow related; Re-flush piping; Rebalance riser
805	2.5	1.7	-0.7	-10% (R13)	Flow problem; Re-flush piping; Rebalance riser
1207	1.1	0.97	-0.13	-53% (R2)	Flow problem; Re-flush piping; Rebalance riser
1506	1.1	0.97	-0.13	-15% (R5)	Flow problem; Re-flush piping; Rebalance riser



- 11 -

Appendix B

Water Chemistry Report



**CHEM-AQUA**

Div. of NCH Canada Inc.

253 Orenda Road
Brampton, ON
L6T 1E6
519-827-7904
www.chemaqua.com

INDUSTRIAL WATER ANALYSIS REPORT

REPORT NO. 17020

Date Analysis Completed:	Oct 6, 2017	Customer:	Morrison Hershfield – 144 Park, Waterloo
Date Sample Received:	Oct 5, 2017	Date Sampled:	Unknown
Representative:	Nandan Atre		

1. Sampling Point	Heat Pump Loop		
2. Appearance	Slightly hazy, slightly yellow (1,2)		
3. pH	9.9		
4. Specific Conductance, umhos, 25°C			
5. Total Hardness, mg/L CaCO ₃			
6. Calcium, mg/L CaCO ₃			
7. Magnesium, mg/L CaCO ₃			
8. P-Alkalinity, mg/L CaCO ₃			
9. M-Alkalinity, mg/L CaCO ₃			
10. Sulphate, mg/L SO ₄			
11. Chloride, mg/L Cl			
12. Phosphate, mg/L PO ₄			
13. Nitrate, mg/L NO ₃			
14. Iron, mg/L Fe			
15. Copper, mg/L Cu			
16. Silica, mg/L SiO ₂			
17. Sodium Nitrite, mg/L NaNO ₂	1240		
18. Phosphonate, mg/L			
19. Sulphite, mg/L SO ₃			
20. Hydrazine, mg/L N ₂ H ₄			
21. Molybdenum mg/L Mo			
22. Manganese mg/L Mn			
23. Specific Gravity kg/L			
24. % Glycol (vol/vol)	30		
25. Freeze Point °C	-16		

COMMENTS:

Scientific protocol requires that all test results be recorded as "less than" or "<" when the result is below the tests' calculated detectable limit. For the purposes of this Water Analysis Report the "<" sign can be interpreted as "zero detected".

1. Abundance of fine magnetite present.

2. Nandan said glycol is 100% ethylene glycol manufactured by Quatic Industries.

Analyst: D. Berry, M.Sc., C. Chem.

ISO 9001 : 2000 REGISTERED

Appendix C

Condenser Loop Water Flow Audit Report





21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
 Tel. (416) 252 – 3232 Fax (416) 252 – 1968

HYDRONIC HVAC TESTING & BALANCING REPORT (Existing Heating & Cooling Pumps P-3A & P-3B)

**144 Park Street
 Waterloo, Ontario**

Date: **May 31, 2018**

Consulting Engineer: **Morrison Hershfield**

Testing Conducted by: Hussein Abdo,
 Certified CAABC Balancing Technician
 Certified CAABC Test & Balancing Specialist

Reviewed by: George Novak, Projects Manager
 Certified CAABC Balancing Technician

This is to certify that PRO-AIR TESTING INC., has tested & balanced (TAB) the HVAC systems described herein to the optimum, performance capabilities & capacities as per engineering design requirements. The TAB has been performed & conducted in accordance with the standard requirements & procedure of the Associated Air Balance Council (AABC) & the results of these tests are herewith recorded as to establish & confirm Total System Balance.

Associated Air Balance Council Certification Number: 17-00-37





Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3A	Location:	Penthouse Mechanical Room
Svstem:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 A	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head @ Zero Flow	FT. W.G.	300	100.5	

Pump Test and Performance Data

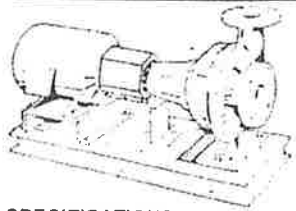
Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.			340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.			60	20.1	
Total Head	FT. W.G.			280	93.8	
Flow	US GPM			430 (2)		
Amperage	Phase - 1	A		--		
	Phase - 2	A		--		
	Phase - 3	A		--		
Voltage	Phase - 1	V		--		
	Phase - 2	V		--		
	Phase - 3	V		--		
Motor BHP				--		
Fluid Temperature	°F	N/A		N/A		

Note:

(1) refer to manufacturer's Catalogue Performance Data Submittal

(2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application

JOB:		REPRESENTATIVE:	
UNIT TAG: P-3A		ORDER NO.:	DATE:
ENGINEER:		SUBMITTED BY:	DATE:
CONTRACTOR:		APPROVED BY:	DATE:



4EB Series e-1510 Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____
 HP _____ RPM _____
 VOLTS _____
 CYCLE _____ PHASE _____
 ENCLOSURE _____
 APPROX. WEIGHT _____
 SPECIALS _____

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

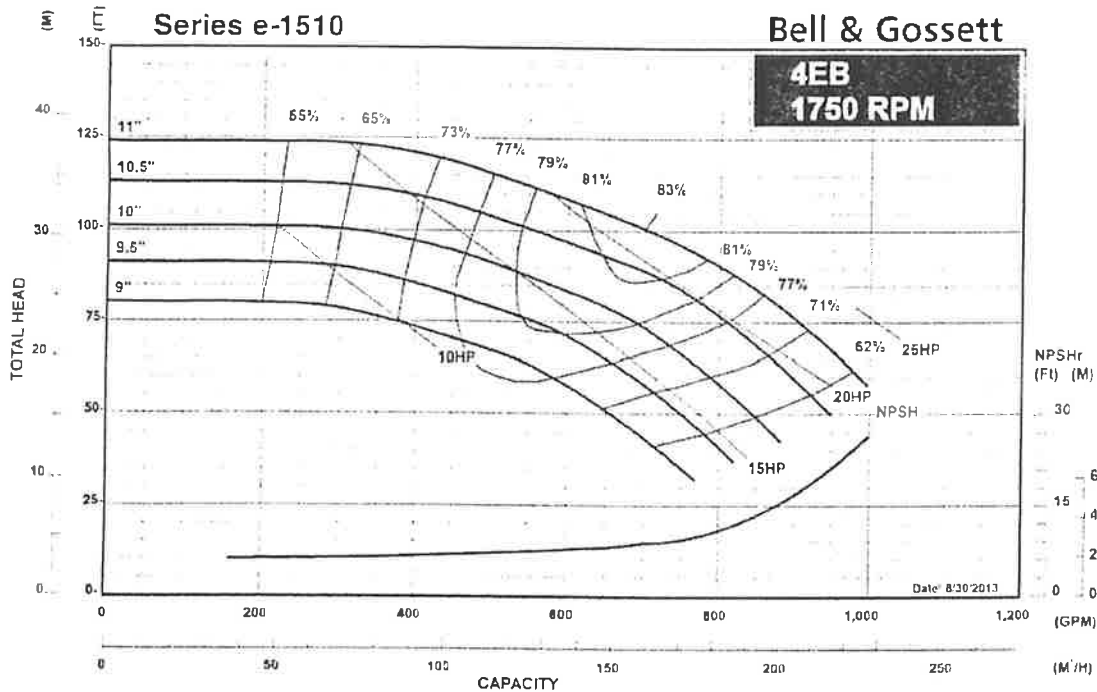
TYPE OF SEAL

- Standard Seal (Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line (Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed Mechanical Single Seal (EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing (Graphite Impregnated Teflon)

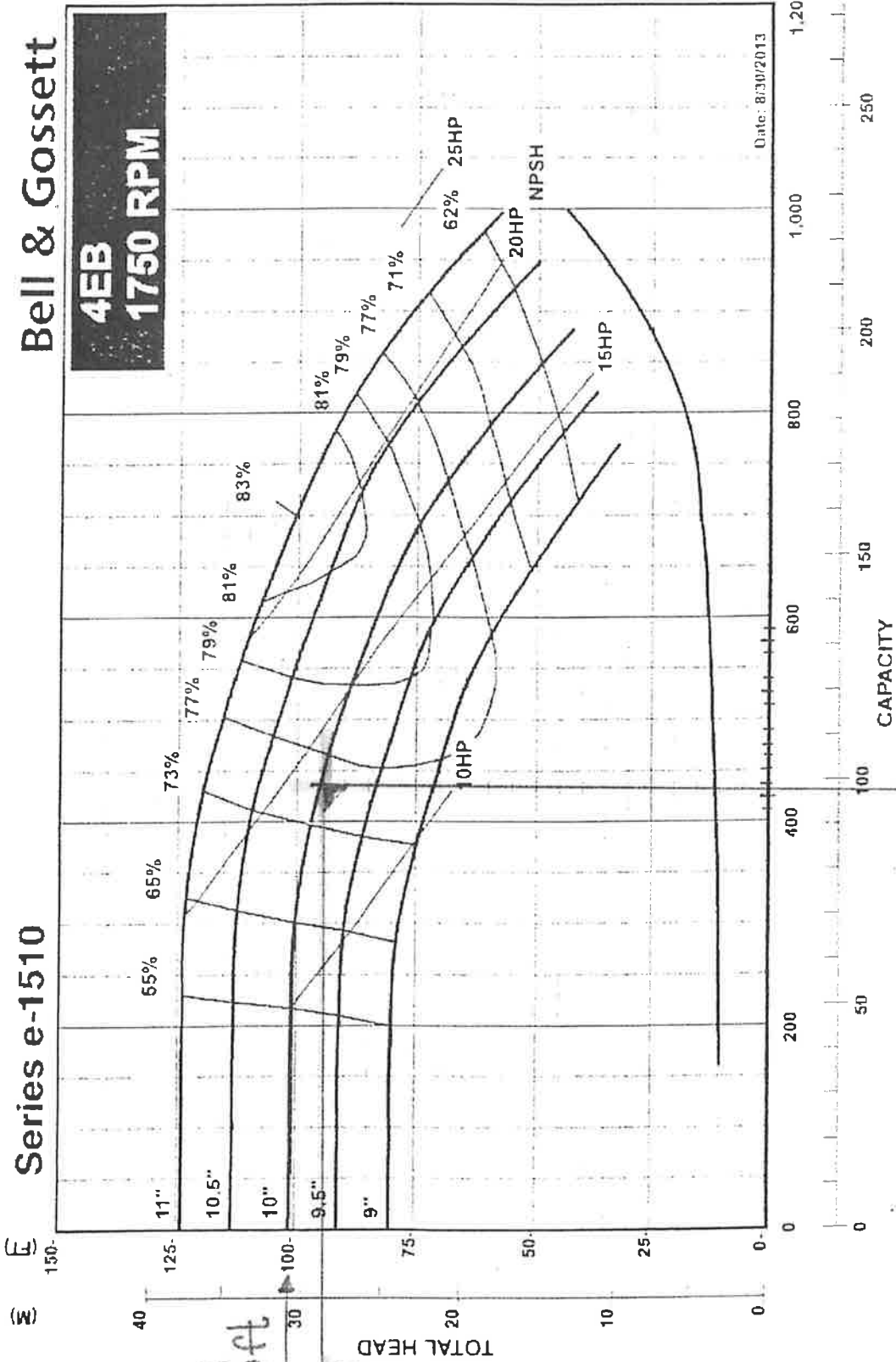
MAXIMUM WORKING PRESSURE

- 175 psi (12 bar) W.P. w/125# ANSI flange drilling
- 250 psi (17 bar) W.P. w/250# ANSI flange drilling (requires 1510-S)

Note: Equipped with NEOPRENE coupling



tag P-3A



S.O.H @ 100ft
94ft

~430 GPM

Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3B	Location:	Penthouse Mechanical Room
System:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 B	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head @ Zero Flow	FT. W.G.	300	100.5	

Pump Test and Performance Data

Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.			340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.			60	20.1	
Total Head	FT. W.G.			280	93.8	
Flow	US GPM			430 (2)		
Amperage	Phase - 1	A		--		
	Phase - 2	A		--		
	Phase - 3	A		--		
Voltage	Phase - 1	V		--		
	Phase - 2	V		--		
	Phase - 3	V		--		
Motor BHP				--		
Fluid Temperature	°F	N/A		N/A		

Note:

(1) refer to manufacturer's Catalogue Performance Data Submittal

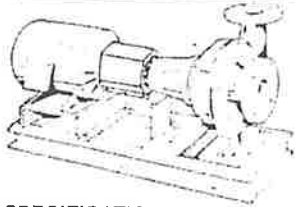
(2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



SUBMITTAL

B-880.34B

JOB:	REPRESENTATIVE:
UNIT TAG: P-3B	ORDER NO.:
ENGINEER:	SUBMITTED BY:
CONTRACTOR:	APPROVED BY:
	DATE:
	DATE:
	DATE:



4EB Series e-1510

Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____

HP _____ RPM _____

VOLTS _____

CYCLE _____ PHASE _____

ENCLOSURE _____

APPROX. WEIGHT _____

SPECIALS _____

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

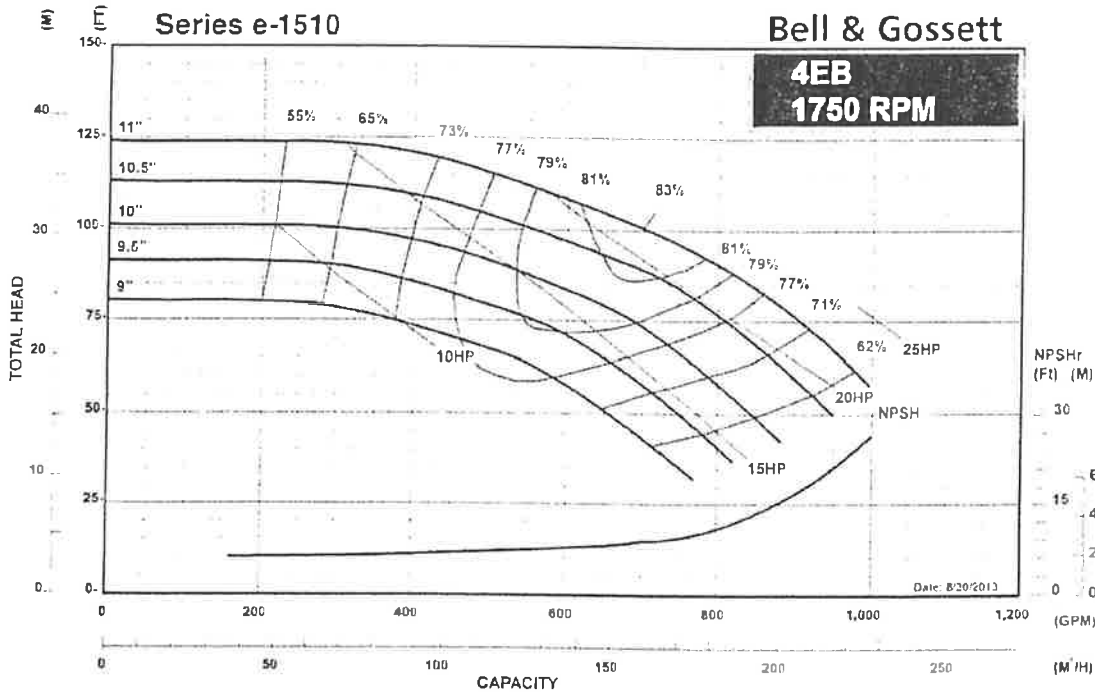
TYPE OF SEAL

- Standard Seal (Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line (Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed Mechanical Single Seal (EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing (Graphite Impregnated Teflon)

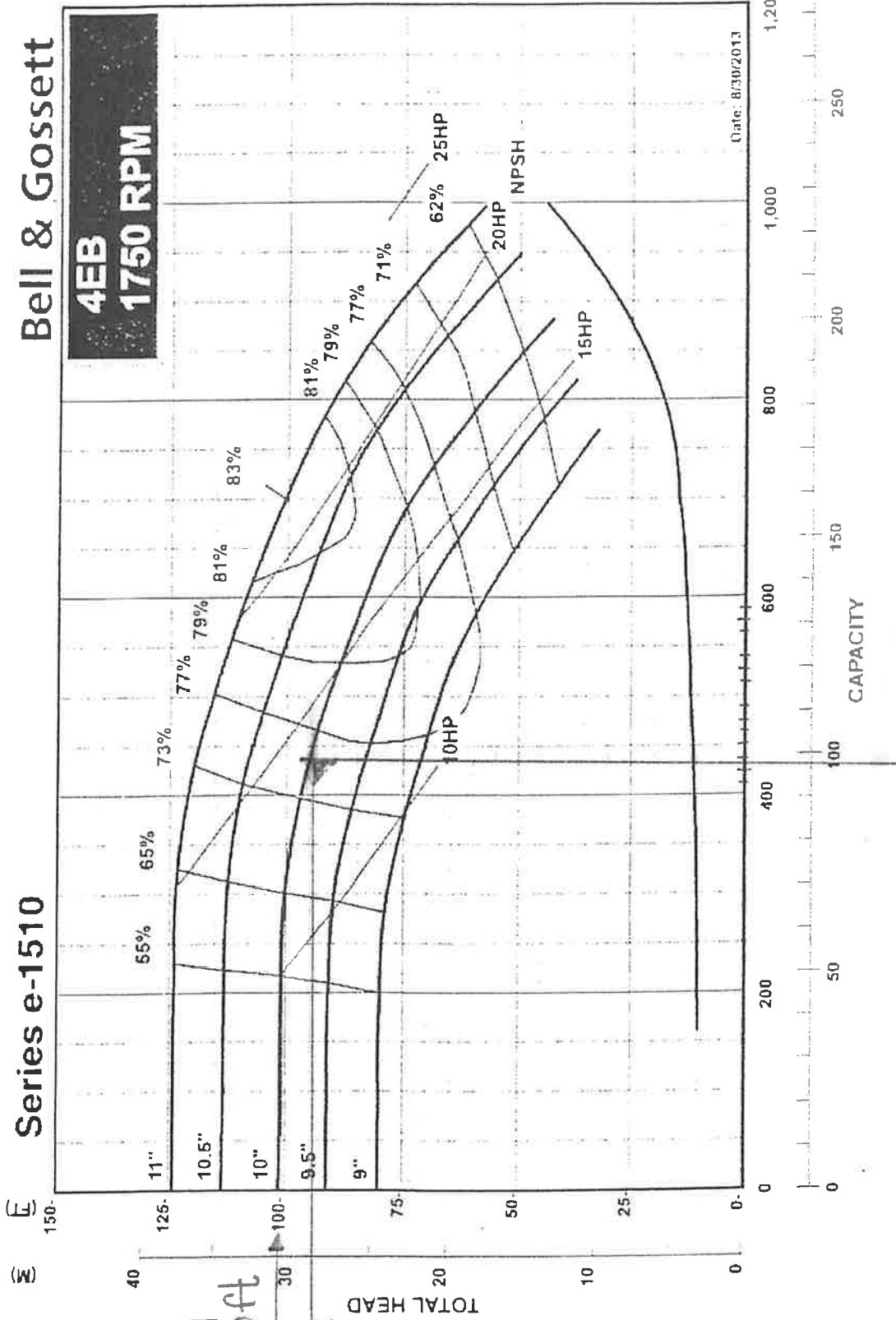
MAXIMUM WORKING PRESSURE

- 175 psi (12 bar) W.P. w/125# ANSI flange drilling
- 250 psi (17 bar) W.P. w/250# ANSI flange drilling (requires 1510-S)

Note: Equipped with NEOPRENE coupling



tag P.3B

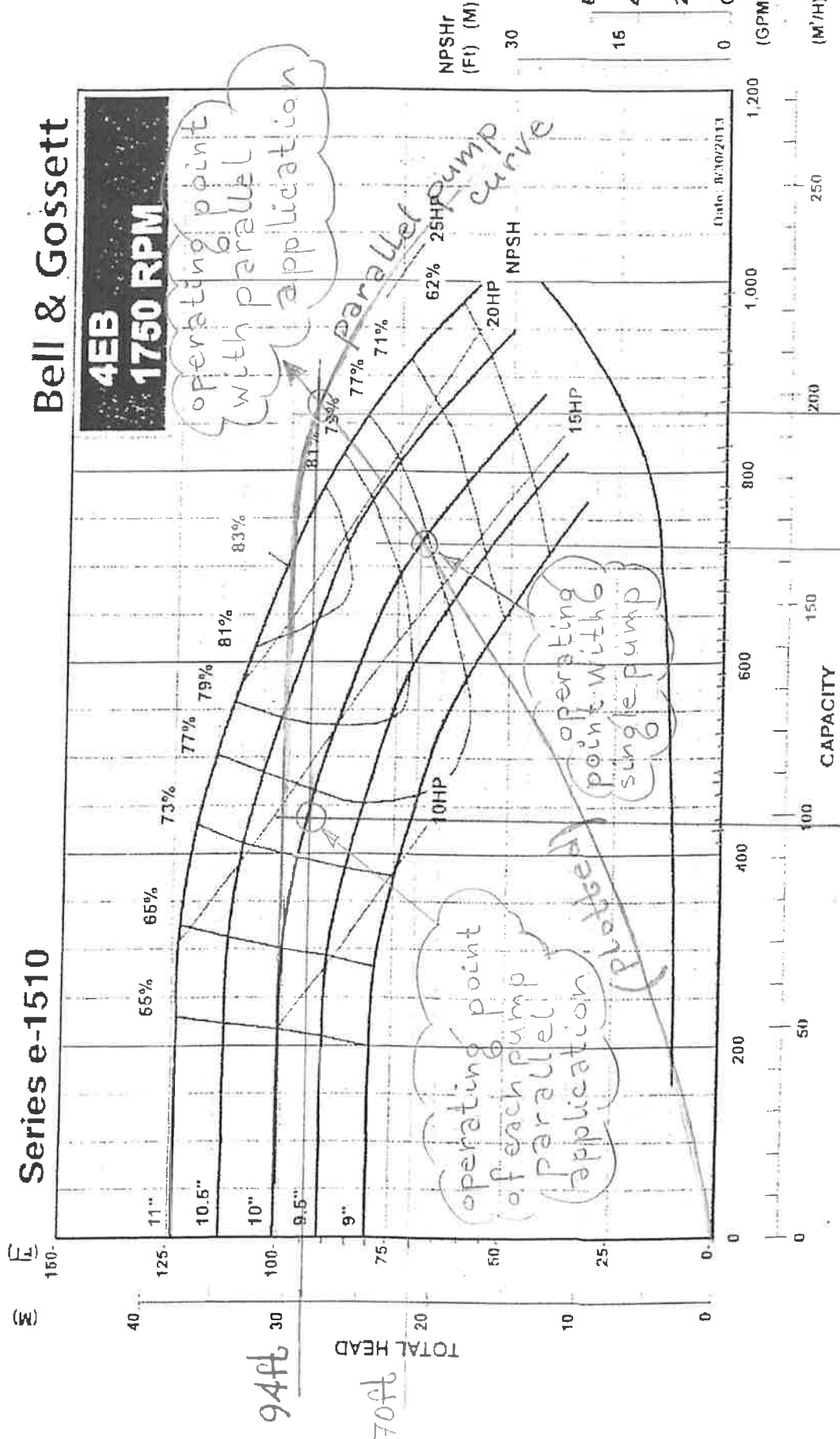


S.O.H @ 100ft

94ft

~430 GPM

P.3A & P.3B ~ parallel pump application



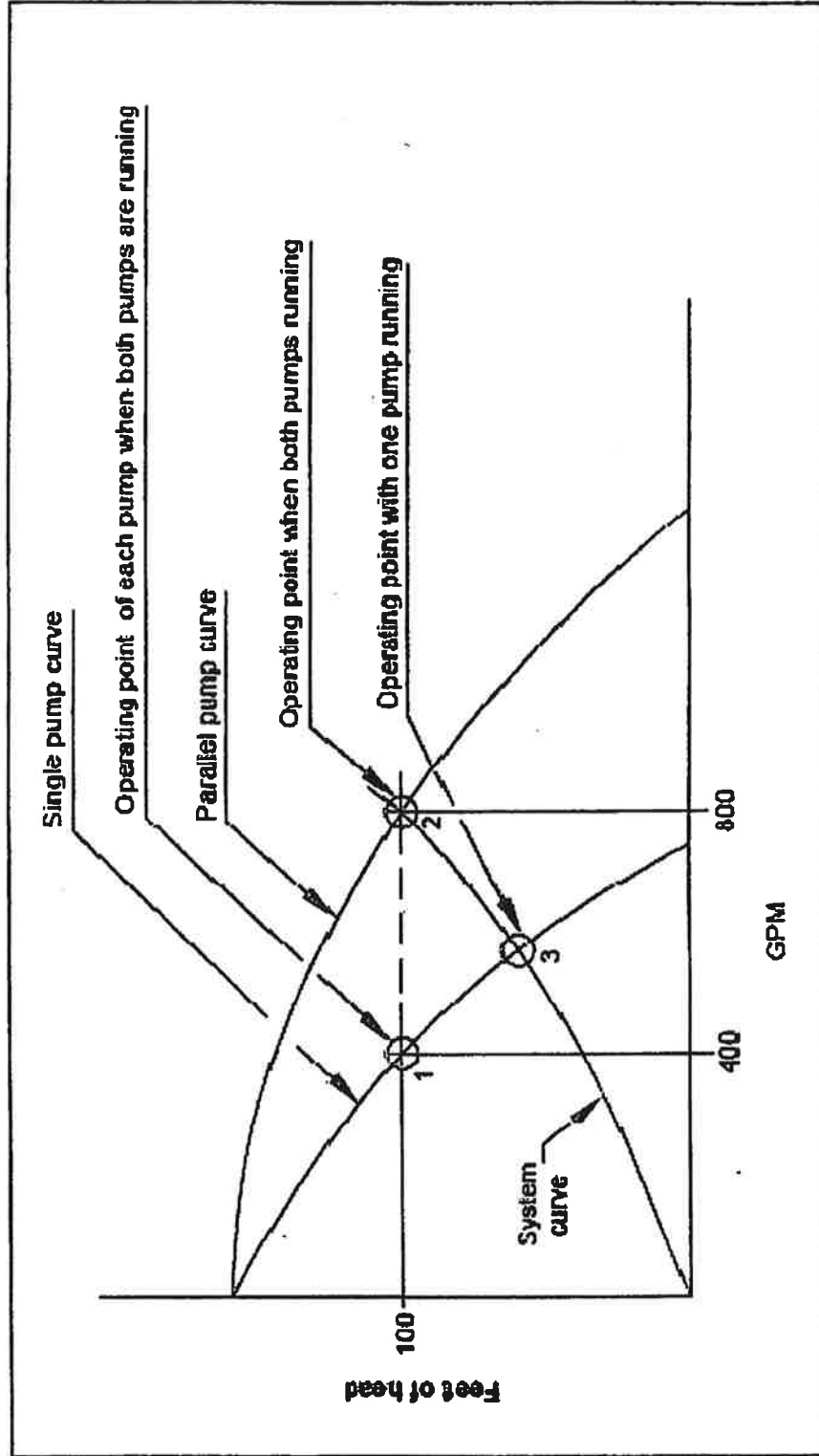
430 GPM
 720 GPM
 860 GPM } (P.3A+P.3B)
 ~870 ultra Sonic



Hydronic Pumps and Pumping Circuits

Chapter 13

Parallel Pump System Curve





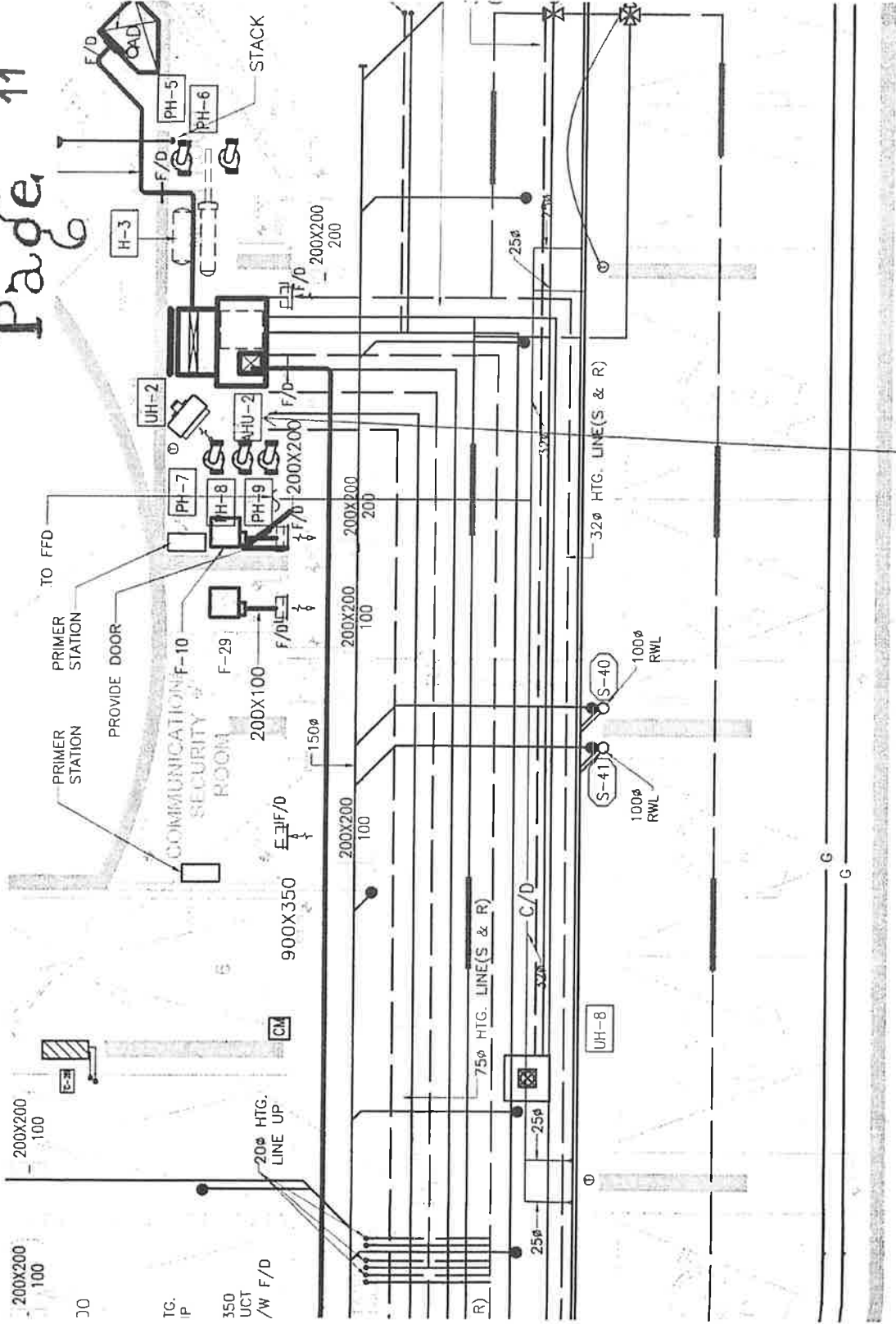
Flow Measuring Station

Project: **144 Park Street; WATERLOO, ONTARIO**

System:	Heating~Cooling	Location:	Risers	Drawing:	M-21
----------------	-----------------	------------------	--------	-----------------	------

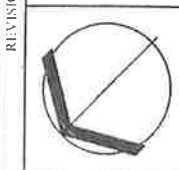
CBV No.	RISER	Location	Size Ø Inches	Design Flow USGPM	Final Setting		Valve Position Turns Open	Notes
					ΔP 430	Flow USGPM		
1	1	 Level 19	2 1/2	58.16	430.00	74.0	5.0	
2	2		2 1/2	60.76	860.00	27.0	4.0	
3	3		2 1/2	28.60	834.70	28.5	4.0	
4	4		2 1/2	58.66	--	49.0	5.5	
5	5		2 1/2	62.75	--	55.0	5.3	
6	6		2 1/2	56.16	--	63.0	5.5	
7	7		2 1/2	47.24	--	60.0	5.5	
8	8		2 1/2	58.02	2.20	58.0	5.0	
9	9		2 1/2	44.64	1.00	40.0	5.0	
10	10		2 1/2	58.66	1.10	44.0	5.3	
11	11		2 1/2	58.16	1.30	56.0	5.8	
12	12		2 1/2	38.61	0.70	38.0	6.0	
13	13		2 1/2	62.20	1.60	52.0	5.0	
14	14		2 1/2	44.64	1.00	40.0	5.0	
15	1	Not Located	--	11.53	--	--	--	
16	2	3rd Flr ~ Mech	1 1/4	11.53	1.00	11.0	4.0	
17	3	3rd Flr ~ Park'g	1 1/4	11.53	1.40	16.2	4.0	Armstrong
18	3A	Parking #3	1 1/4	11.53	1.00	14.0	4.0	Armstrong
19	10	Parking #10	1 1/4	11.53	1.25	12.0	4.0	
20	10A	3rd Fl~ Parking	1 1/4	11.53	0.70	12.0	1.0	Armstrong
21	10B	3rd Fl~ locker	1 1/4	11.53	0.40	8.5	1.0	Armstrong
22	11	3rd Fl~ locker	1 1/4	11.53	1.10	11.5	4.0	
23	12	3rd Fl~ Fitness	1 1/4	9.41	1.90	19.0	4.0	Armstrong
24	13	3rd Fl~ Fitness	1 1/4	3.51	0.90	3.0	2.0	
25	14	Not Located	--	2.60	--	--	--	
26	15	Not Located	--	2.60	--	--	--	
27	AHU-2	P1~ Mech. Rm	2	31.00	3.25	43.0	4.0	Armstrong
P-3A & P-3B, TOTAL					878.62		834.70	(1) (2)

Notes:
 Circuit Balancing Valves (CBV) ~ TOUR & ANDERSSON type...unless otherwise NOTED
 (1) Total hydronic flow rate established to be ~ 835 GPM...with 3 CBVs not included~not accessible for testing;
 ...missing CBV-15, CBV-25 & CBV-26 (11.53 + 2.60 + 2.60) = 16.73 GPM not included...
 (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



AHU-2
 DESIGN FLOW RATE: 31 GPM
 ACTUAL FLOW RATE: 43.0 GPM - CBV # 27

NO	BY	AS SHOWN	DESCRIPTION	DATE

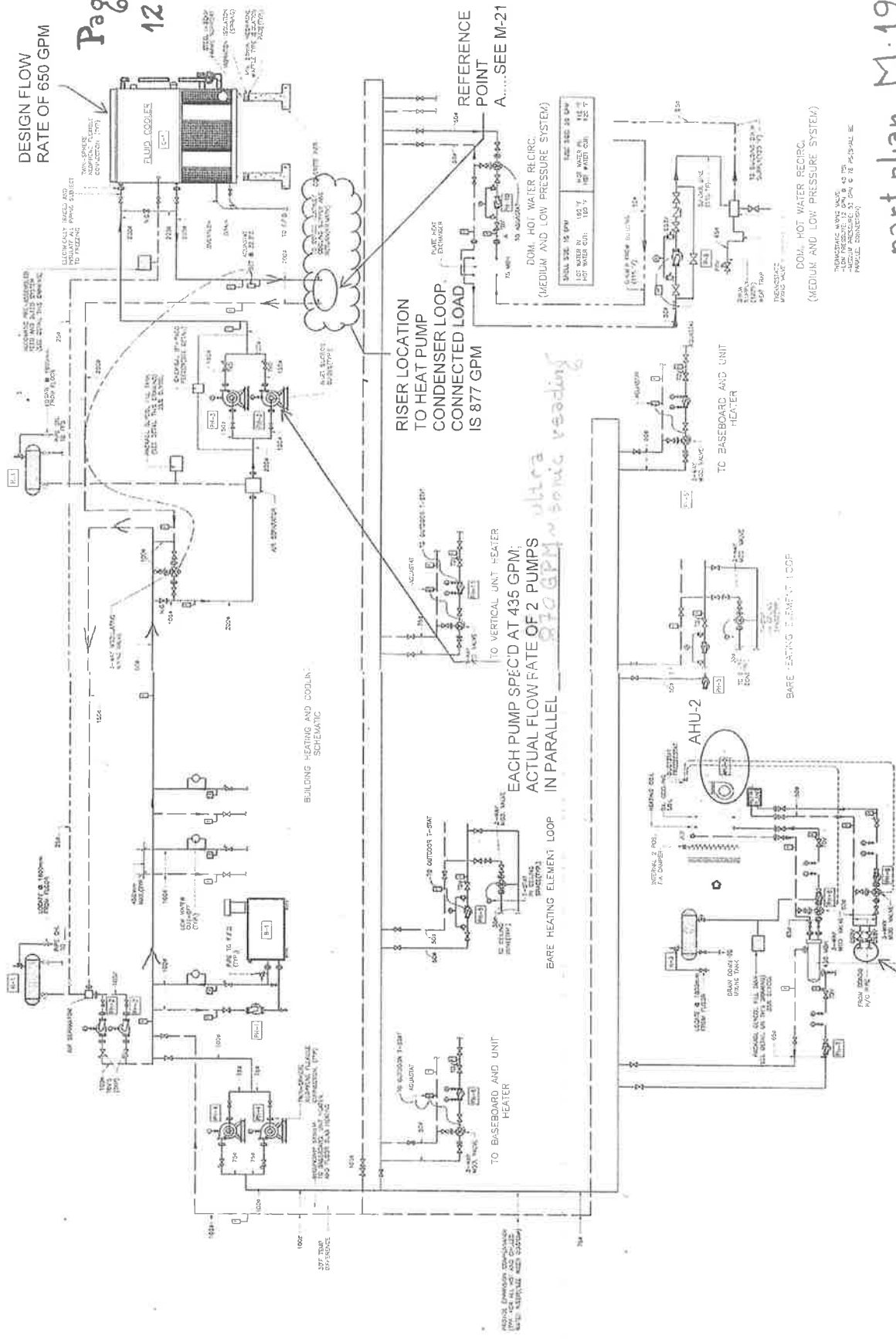


TE
 TRACE ENGINEERING LTD
 505 Consumers Road, Unit 904
 Toronto, Ontario
 M2J 4V8
 Tel 416 941 2633
 Fax 416 941 1354
 www.trace-engineering.com

PARKING LEVEL 1
 144 PARK STREET
 WATERLOO ONTARIO
 PROJECT NUMBER 10-016 SCALE 1:100
 DRAWN CY DRAWING NUMBER M-3 OF 27
 REVISION HY

part plan

DESIGN FLOW RATE OF 650 GPM



SYSTEM SCHEMATIC

part plan M-19

REFERENCE POINT B... SEE M-21

REFERENCE POINT A... SEE M-21

EACH PUMP SPEED AT 435 GPM. ACTUAL FLOW RATE OF 2 PUMPS IN PARALLEL 870 GPM w/ sonic reading

DOM. HOT WATER RECIRC. (MEDIUM AND LOW PRESSURE SYSTEM)

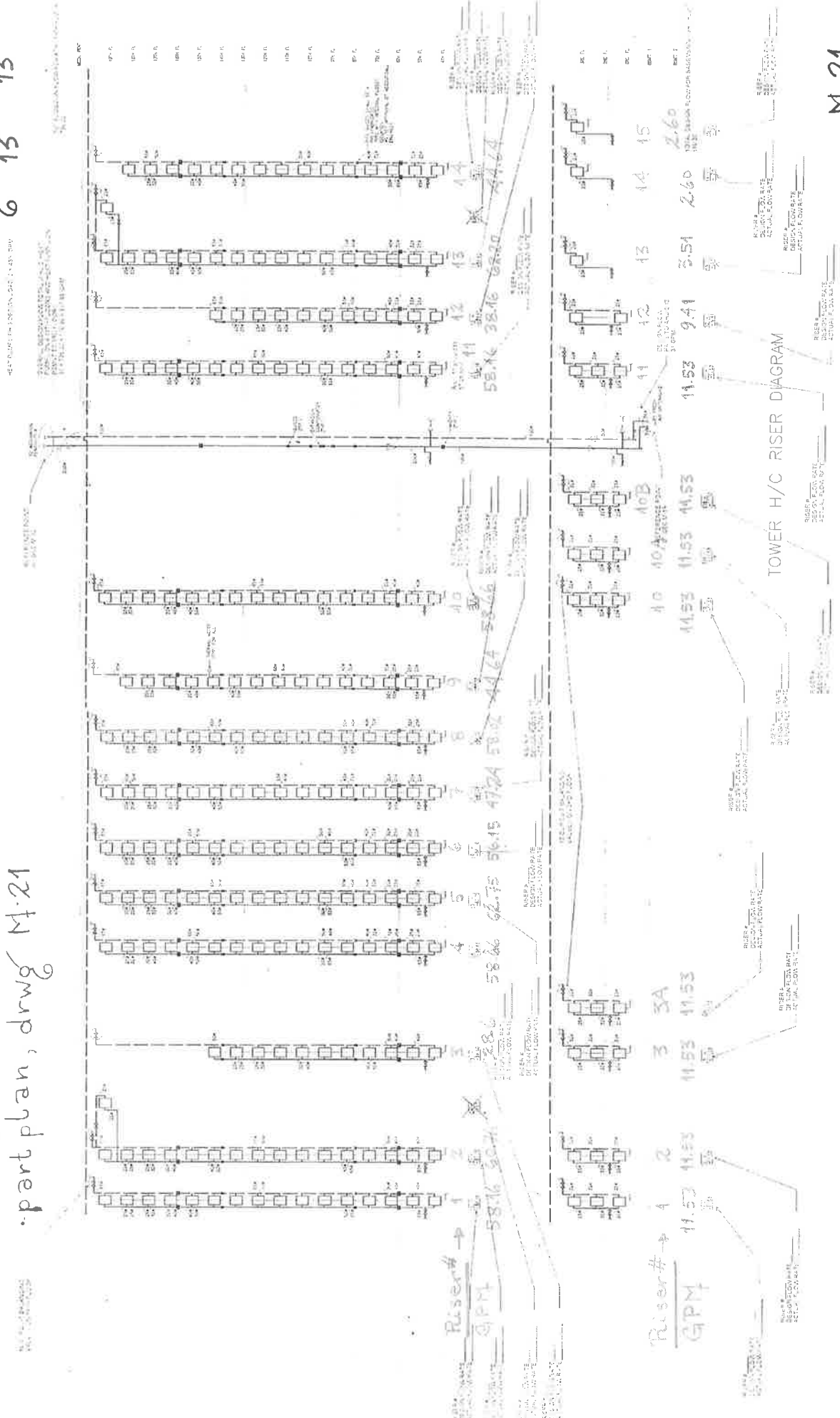
DOM. HOT WATER RECIRC. (MEDIUM AND LOW PRESSURE SYSTEM)

SHALL BE 15 GPM HOT WATER IN, 15 GPM HOT WATER OUT (COOL)
SHALL BE 15 GPM HOT WATER IN, 15 GPM HOT WATER OUT (HEAT)

REFERENCE POINT B... SEE M-21

144 Park Str. ~ Waterloo, ON
 part plan, drwg M-21

Page 13 of 13



M-21
 192



21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
 Tel. (416) 252 – 3232 Fax (416) 252 – 1968

**HYDRONIC HVAC TESTING & BALANCING
 Instrument Certificates**

FOR

**144 Park Street
 Waterloo, Ontario**

AABC Annual Membership Certificate 2018

¹Certified Test & Balance Technician Certificates 2018 / ²Test & Balance Specialist Certificate 2018

1. George Novak¹
2. Hussein Abdo^{1 2}

Itemized Certificates of Calibration

Clamp Meter (Amps & Volts)

1. FLUKE, model 32.....Calibration Date: MAY 23, 2017

Hydronic Manometer

1. Tour & Andersson (T&A), model CBI mark II...Calibration Date: MAY 30, 2017

Hydronic Ultra Sonic Flow Meter

1. Spire Metering, model RH20.....Calibration Date: APRIL 1, 2016



Associated Air Balance Council

Annual Membership Certificate

Awarded to

Pro-Air Testing Inc.

as a member in good standing of the Associated Air-Balance Council for the year

2018

This member has met all requirements for membership and is entitled to all rights and privileges of AABC certification. This certificate is renewable on an annual basis and expires December 31, 2018.



Michael Delcamp
Michael Delcamp, President

Kenneth M. Sulka
Kenneth M. Sulka, Executive Director



Associated Air Balance Council

Annual Certificate

awarded to

Hussein Abdo

Pro-Air Testing Inc.

In recognition of his qualifications as a

Certified Test and Balance Specialist

under the rules, regulations, and requirements of the Associated Air Balance Council. The above named is fully authorized to perform total system balance in accordance with the standards as established by the AABC and as a member of the Associated Air Balance Council for the year

2018

This registration number 17-00-37 is fully recognized by the bylaws and charter of this professional association. Certification is renewable on an annual basis after examination of the agency's record for the preceding year. This certificate expires December 31, 2018.



Michael Delcamp

Michael Delcamp, President

Kenneth M. Sufka

Kenneth M. Sufka, Executive Director



This is to certify that Hussein Abdo
of Pro-Air Testing Inc.
is a HVAC Testing & Balancing Technician in good standing.
For the year 2018
CERT. NO. 107

Don F.C. Mowat
PRESIDENT

THE CANADIAN ASSOCIATED AIR BALANCE COUNCIL

Hereby certifies that

ABDO HUESSEIN

*has met all the requirements and passed the necessary examination to perform
testing and balancing as a CAABC*

Certified Test and Balance Technician for

PRO-AIR TESTING INC.

*This registration number 441 is issued on January 1, and is valid for the year
2018. This certificate is renewable on an annual basis after the review of the
Agency's record for the preceding year.*

Don F.C. Mowat

DON F.C. MOWAT CAABC PRESIDENT



This is to certify that George Novak
of Pro-Air Testing Inc.
is a HVAC Testing & Balancing Technician in good standing.

For the year 2018

CERT. NO. 106

D.F.C. Mowat
PRESIDENT

THE CANADIAN ASSOCIATED AIR BALANCE COUNCIL

Hereby certifies that

GEORGE NOVAK

*has met all the requirements and passed the necessary examination to perform
testing and balancing as a CAABC*

Certified Test and Balance Technician for

PRO-AIR TESTING INC.

*This registration number 441 is issued on January 1, and is valid for the year
2018. This certificate is renewable on an annual basis after the review of the
Agency's record for the preceding year.*

D.F.C. Mowat

DON F.C. MOWAT CAABC PRESIDENT



CERTIFICATE OF CALIBRATION

This instrument was calibrated on the date shown to manufacturer's specifications using standards with accuracies traceable to National Institute of Standards and Technology (NIST) and in compliance with ISO/IEC-17025:2005. Calibration results relate to this item only.

Description:	Clamp Meter	Customer:	Pro-Air Testing
		Customer Code:	PROAIR
Manufacturer	Fluke	Customer P.O.:	
Model:	32	E & E Ref.:	EE992444-6
Serial:	76952251	Asset No:	2707
Date of Receipt:	May, 16, 2017	Procedure:	As per manufacturer
Condition on Receipt:	In Spec.	As Left Condition:	In Tolerance

Uncertainty Statement : The reported expanded measurement uncertainty (see current published Calibration Scope) is stated as the standard uncertainty measurement multiplied by the coverage factor $K = 2$, which for a normal distribution corresponds to a coverage probability of approximately 95 percent. The test accuracy ratio of this calibration is at least 4:1 unless otherwise stated in the remarks at the end of the tabulation of results.

Standards Used in Calibration

Instrument	Model	Serial No.	Traceability No.	Recall Date
Fluke	5500A	C-100	42265	28-Oct-17

Environmental Conditions:

Temperature: 22.4°C
Humidity: 52%Rh

Calibration Date: May, 23, 17
Customer Due date: May, 23, 18

Calibration by: D.M.
Technician

Reviewed by: 
Quality Rep.

Note: This Certificate may not be reproduced other than in full except with prior written approval of the issuing laboratory.

Form: CAL001 Rev 2

Page 1 of 2

CALIBRATION DATA

Function	Standard applied		Low limit	High limit	Reading	Result
Vac	10 V	60 Hz	9.6 V	10.4 V	10.0 V	Pass
	50 V	"	49.1 V	50.9 V	50.0 V	Pass
	100 V	"	98.5 V	101.5 V	99.9 V	Pass
	190 V	"	187.4 V	192.6 V	189.2 V	Pass
	200 V	"	194.6 V	205.4 V	199 V	Pass
	400 V	"	392.2 V	407.8 V	401 V	Pass
	600 V	"	589.8 V	610.2 V	601 V	Pass
Ω	10 Ω		9.7 Ω	10.4 Ω	10.1 Ω	Pass
	50 Ω		49.1 Ω	51.0 Ω	49.8 Ω	Pass
	100 Ω		98.3 Ω	101.7 Ω	99.6 Ω	Pass
	190 Ω		187.0 Ω	193.1 Ω	188.9 Ω	Pass
Aac	50 A	60 Hz	48.3 A	51.7 A	49.9 A	Pass
	100 A	"	97.4 A	102.6 A	101.3 A	Pass
	150 A	"	146.5 A	153.5 A	152.2 A	Pass
	200 A	"	188.4 A	211.6 A	204 A	Pass
	300 A	"	291.1 A	308.9 A	305 A	Pass
	400 A	"	389.8 A	410.2 A	403 A	Pass
	500 A	"	488.5 A	511.5 A	498 A	Pass



CERTIFICATE OF CALIBRATION

This instrument was calibrated on the date shown to manufacturer's specifications using standards with accuracies traceable to National Institute of Standards and Technology (NIST) and in compliance with ISO/IEC-17025:2005. Calibration results relate to this item only.

Description:	Water Balance Meter	Customer:	Pro-Air Testing
		Customer Code:	PROAIR
Manufacturer	TA	Customer P.O.:	
Model:	CBI II	E & E Ref.:	992444-5
Serial:	0212511	Asset No:	2070
Tolerance:	+/- 1%	Range (Full):	0-60ftWC
Date of Receipt:	5/16/17	Procedure:	As Per Factory
Condition on Receipt:	In Tolerance	As Left Condition:	In Tolerance

Uncertainty Statement : The reported expanded measurement uncertainty (see current published Calibration Scope) is stated as the standard uncertainty measurement multiplied by the coverage factor $K = 2$, which for a normal distribution corresponds to a coverage probability of approximately 95 percent. The test accuracy ratio of this calibration is at least 2:1 unless otherwise stated in the remarks at the end of the tabulation of results.

Standards Used in Calibration

Instrument	Model	Serial No.	Traceability No.	Recall Date
Pressure Module	BetaPort-P	1196023	11373309102015	Sept 10, 17

Environmental Conditions:

Temperature: 75°F
 Humidity: 42%RH
 Barometric Pressure: 29.2inHg
 Calibration Date: May 30, 17
 Customer Due date: May 30, 18

Calibration by: _____

Technician

Reviewed by: _____

Quality Rep.

Note: This Certificate may not be reproduced other than in full except with prior written approval of the issuing laboratory.

Form: CAL001 Rev 2

Page 1 of 2

TABULATION OF RESULTS

Model: CBI II E & E Ref.: 992444-5
 Serial: 0212511 Asset No: 2070

As Found

As Left

Standard (Ft. WC)	UUT (Ft. WC)	Error (in. WC)	Standard (Ft. WC)	UUT (Ft. WC)	Error (Ft. WC)
0.00	0	0	0.00	0	0
1.00	0.9725	-.0275	1.00	0.9725	-.0275
2.00	2.002	.002	2.00	2.002	.002
4.00	3.949	-.051	4.00	3.949	-.051
8.00	7.960	-.04	8.00	7.960	-.04
10.00	9.967	-.033	10.00	9.967	-.033
15.00	14.95	-.05	15.00	14.95	-.05
20.00	19.93	-.07	20.00	19.93	-.07
40.00	40.05	.05	40.00	40.05	.05
60.00	60.24	.24	60.00	60.24	.24

Remarks:



Ultrasonic Flowmeter Calibration Certificate

249 Cedar Hill Street
Marlborough, MA 01752, USA
TEL.: 1-978-263-7100
FAX: 1-978-418-9170
support@spiremi.com

Model: RH20 Certificate No.: 201605077
Serial No.: 81601924 Procedure: Flow Cali
Pipe Size: Φ50 Pipe Material: PVC
Fluid: Tap Water Transit-Time Ratio: 100.79
Signal Intensity: 76.7-76.8 Signal Quality: 79-92
Transducer: HS Method: Calibration by Comparison

Scale Factor: 1.031

Flow Rate	Reference Reading (m ³ /h)			Meter Reading (m ³ /h)			Error (%)		
	1	2	3	1	2	3	K1	K2	K3
Low	8.71	8.72	8.73	8.470	8.480	8.490	0.259	0.262	0.266
Medium	16.87	16.88	16.89	16.370	16.380	16.390	0.044	0.046	0.048
High	24.47	24.48	24.49	23.870	23.880	23.890	0.572	0.573	0.574
Summary	PASS								

The reference flowmeter is a high-accuracy electromagnetic flowmeter, MAG888. It has been calibrated to an accuracy of ±0.25% in National Institute of Science and Technology, USA.

Technician: James
Verification Officer: Carly
Calibration Date: 2016-6-23

Calibration Standard: NIST
Std. Last Verified: April 1, 2016
Std. Next Verify Due: April 1, 2018

Appendix D

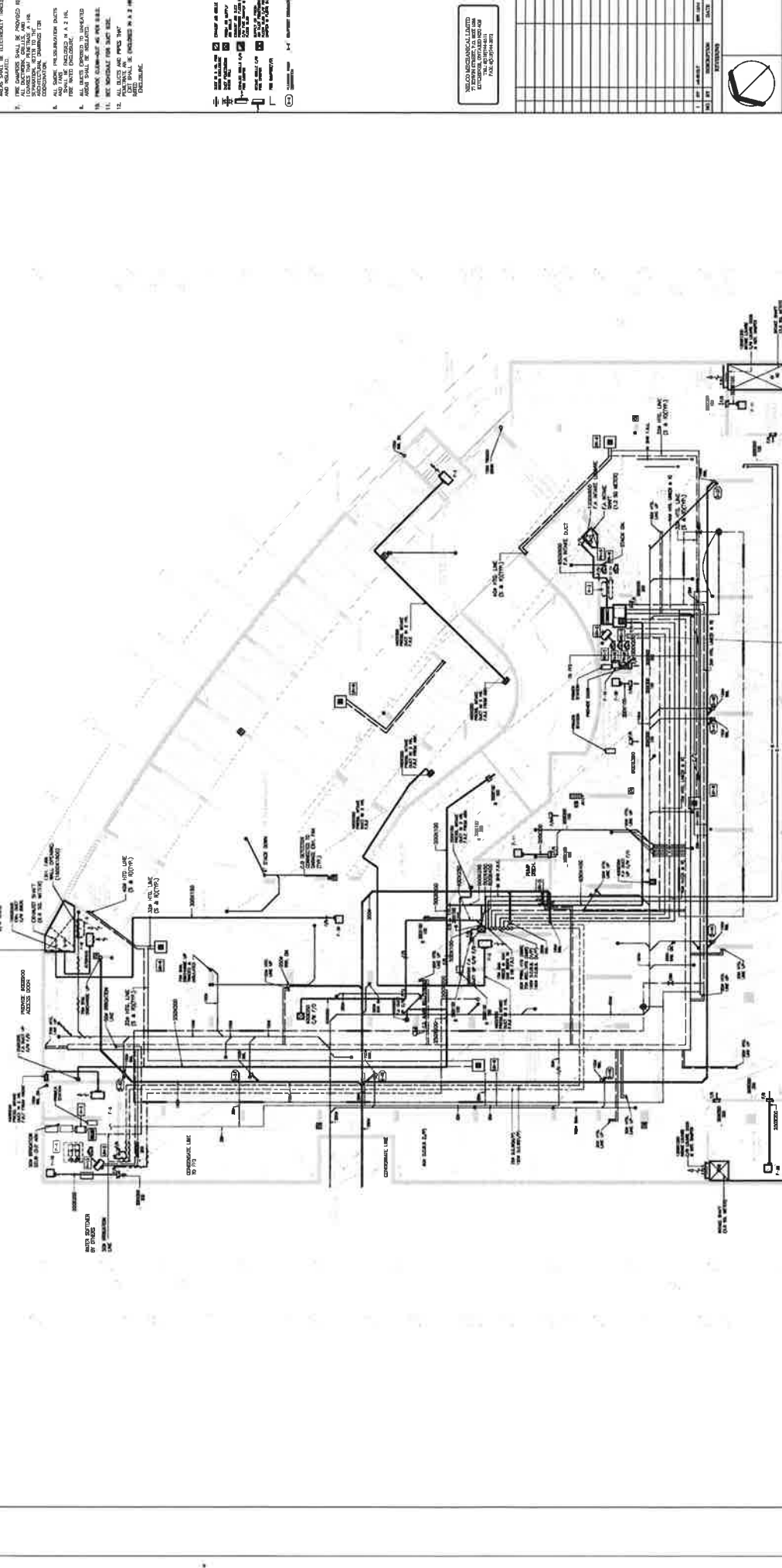
Building Floor Plans with Riser Locations



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1
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50

GENERAL NOTES:

- ALL DIMENSIONS ARE FOR REFERENCE UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL DUCT WORK AND PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
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- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).



AS SHOWN
 SEE OTHER SHEETS FOR
 ACTUAL EQUIPMENT SCHEDULE



PARKING LEVY
144 PARK STREET

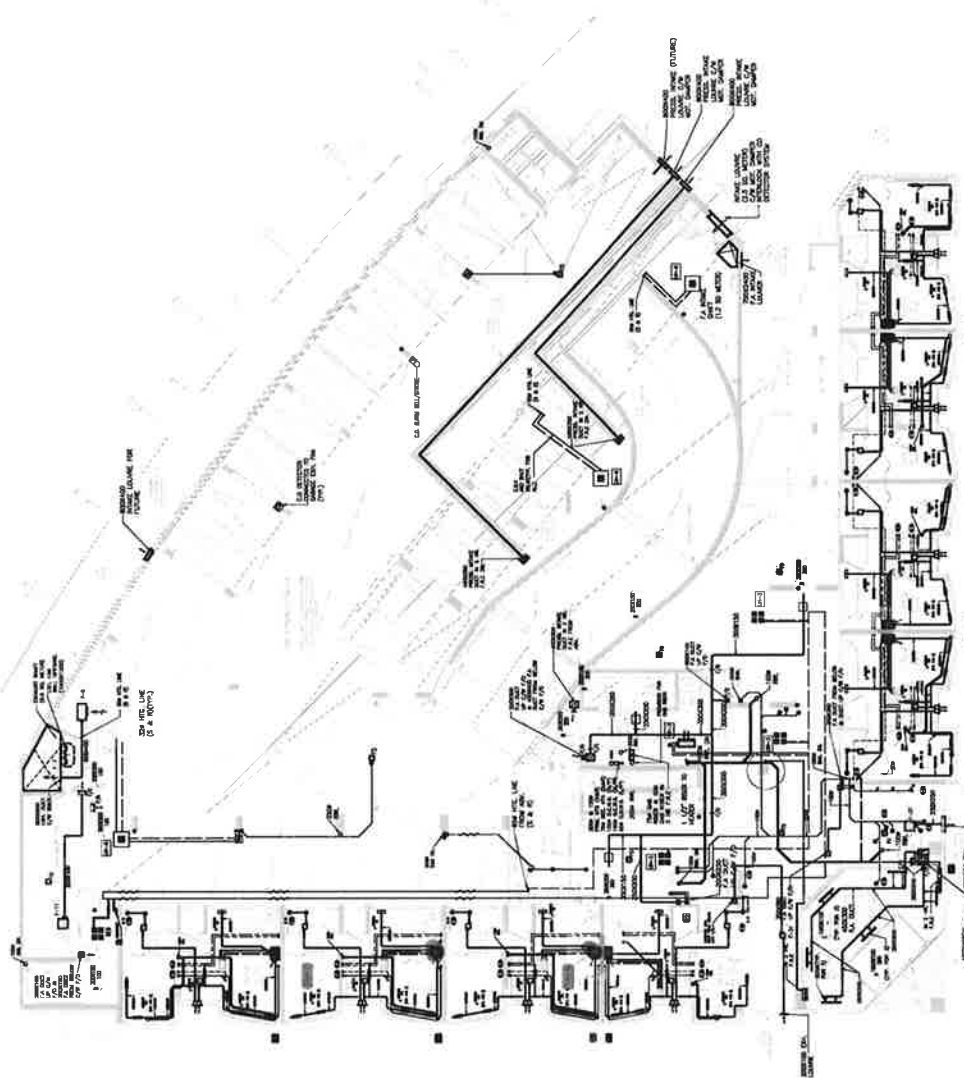
DATE: 10-01-16
 SCALE: 1:100
 DRAWN BY: CY
 CHECKED BY: RY

M-3
 OF 27

NO.	DESCRIPTION	DATE
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RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)

GENERAL NOTES	
1.	ALL DIMENSIONS ARE FOR REFERENCE.
2.	ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
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GENERAL NOTES:	
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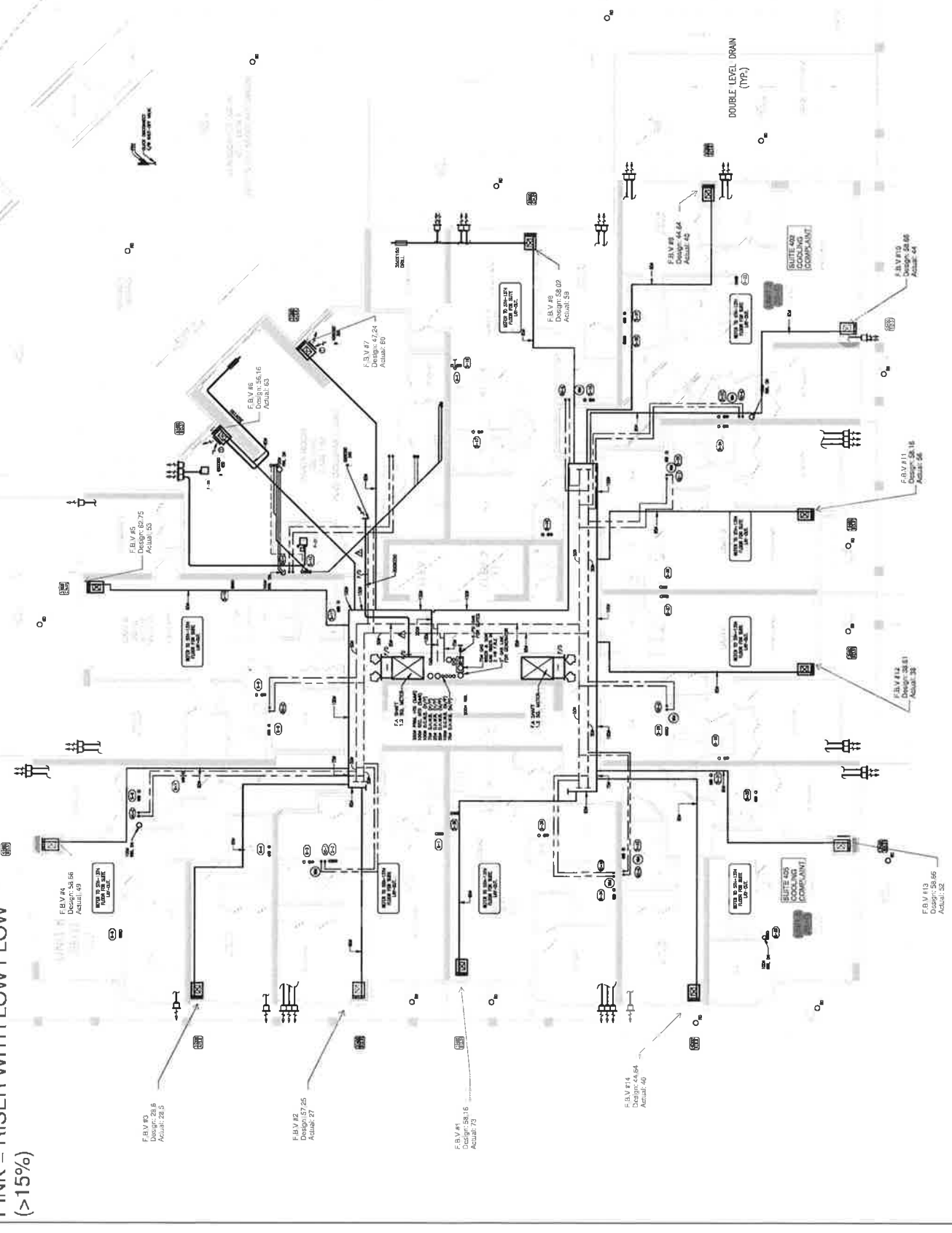
BRILLE SCHEDULE	
TYPE	BRILLE
1.	1/8" X 1/8" X 1/8"
2.	1/8" X 1/8" X 1/8"
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REVISIONS	
NO.	DESCRIPTION
1.	ISSUED FOR PERMIT
2.	ISSUED FOR PERMIT
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PROJECT INFORMATION	
PROJECT NO.	10-016
DATE	10/10/16
SCALE	1:100
DRAWN BY	CY
CHECKED BY	M-6
APPROVED BY	HY
DATE	10/10/16

2ND FLOOR
 144 PABST STREET
 2ND FLOOR
 144 PABST STREET

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



GENERAL NOTES:

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND FINISHES TO BE SHOWN ON THIS DRAWING.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS.
- ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
- THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING UTILITIES AT ALL TIMES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

APRIL 16, 2016

NO.	DATE	DESCRIPTION
1	04/16/16	ISSUED FOR PERMIT
2	04/16/16	ISSUED FOR CONSTRUCTION
3	04/16/16	ISSUED FOR AS-BUILT
4	04/16/16	ISSUED FOR FINAL REVIEW
5	04/16/16	ISSUED FOR RECORD

MECHANICAL LIMITS

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

4TH FLOOR PLAN

144 PARK STREET

PROJECT NO. 150

DATE: 10-01-16

SCALE: AS SHOWN

DESIGNER: CY

CHECKER: M-11

DATE: 10-01-16

PROJECT NO. 150

DATE: 10-01-16

SCALE: AS SHOWN

DESIGNER: CY

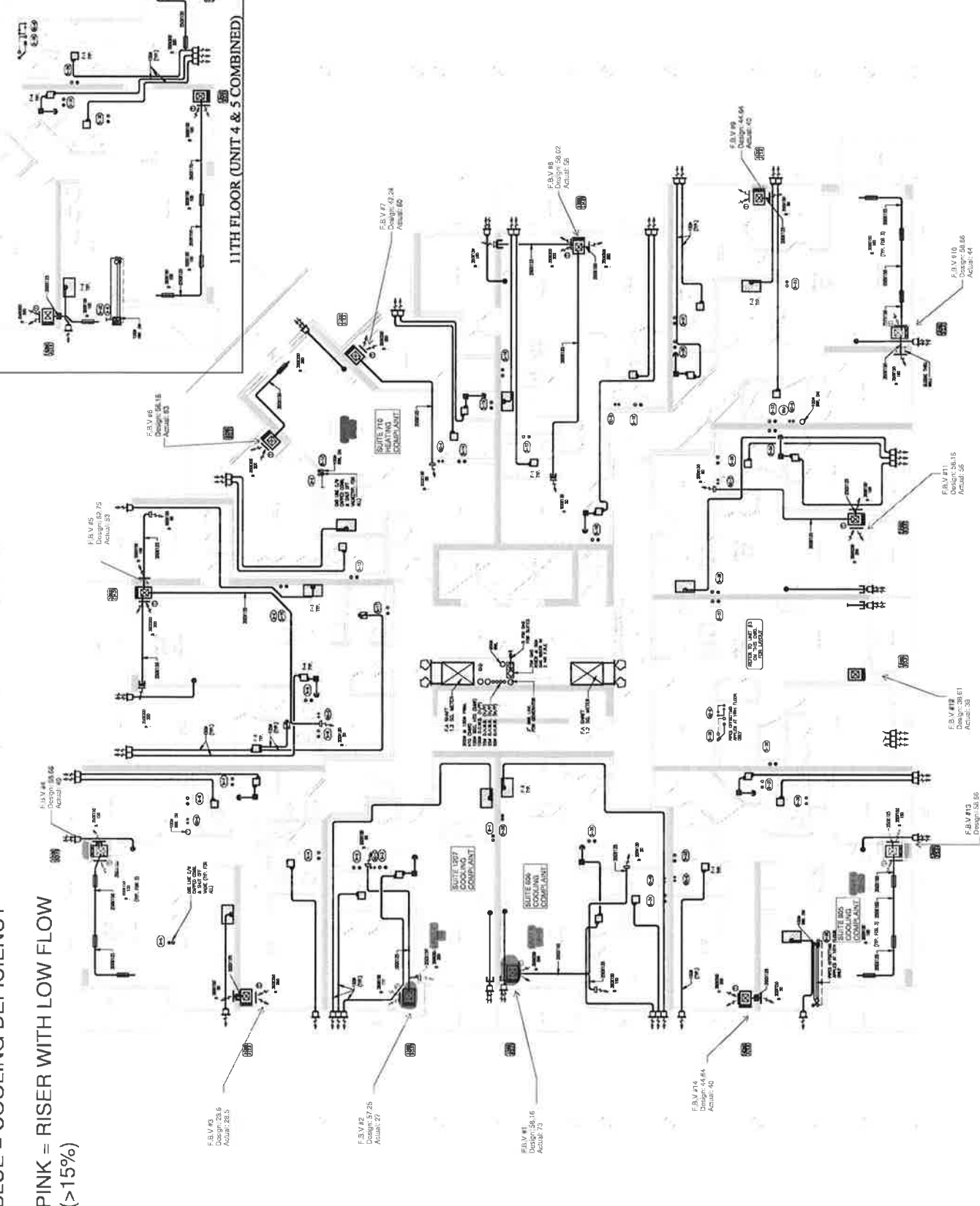
CHECKER: M-11

DATE: 10-01-16

RED = HEATING DEFICIENCY

BLUE = COOLING DEFICIENCY

PINK = RISER WITH LOW FLOW (>15%)



11TH FLOOR (UNIT 4 & 5 COMBINED)

- GENERAL NOTES:**
- THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL ELECTRICAL SYSTEMS TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL MECHANICAL SYSTEMS TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL PIPING TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL DUCTWORK TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL ELECTRICAL PANELS TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL MECHANICAL ROOMS TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL PIPING TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL DUCTWORK TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL ELECTRICAL PANELS TO BE ACCURATE.
 - THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL MECHANICAL ROOMS TO BE ACCURATE.

BRILLE SCHEDULE

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ALL SHOWN MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC) AND THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL ELECTRICAL SYSTEMS TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL MECHANICAL SYSTEMS TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL PIPING TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL DUCTWORK TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL ELECTRICAL PANELS TO BE ACCURATE.

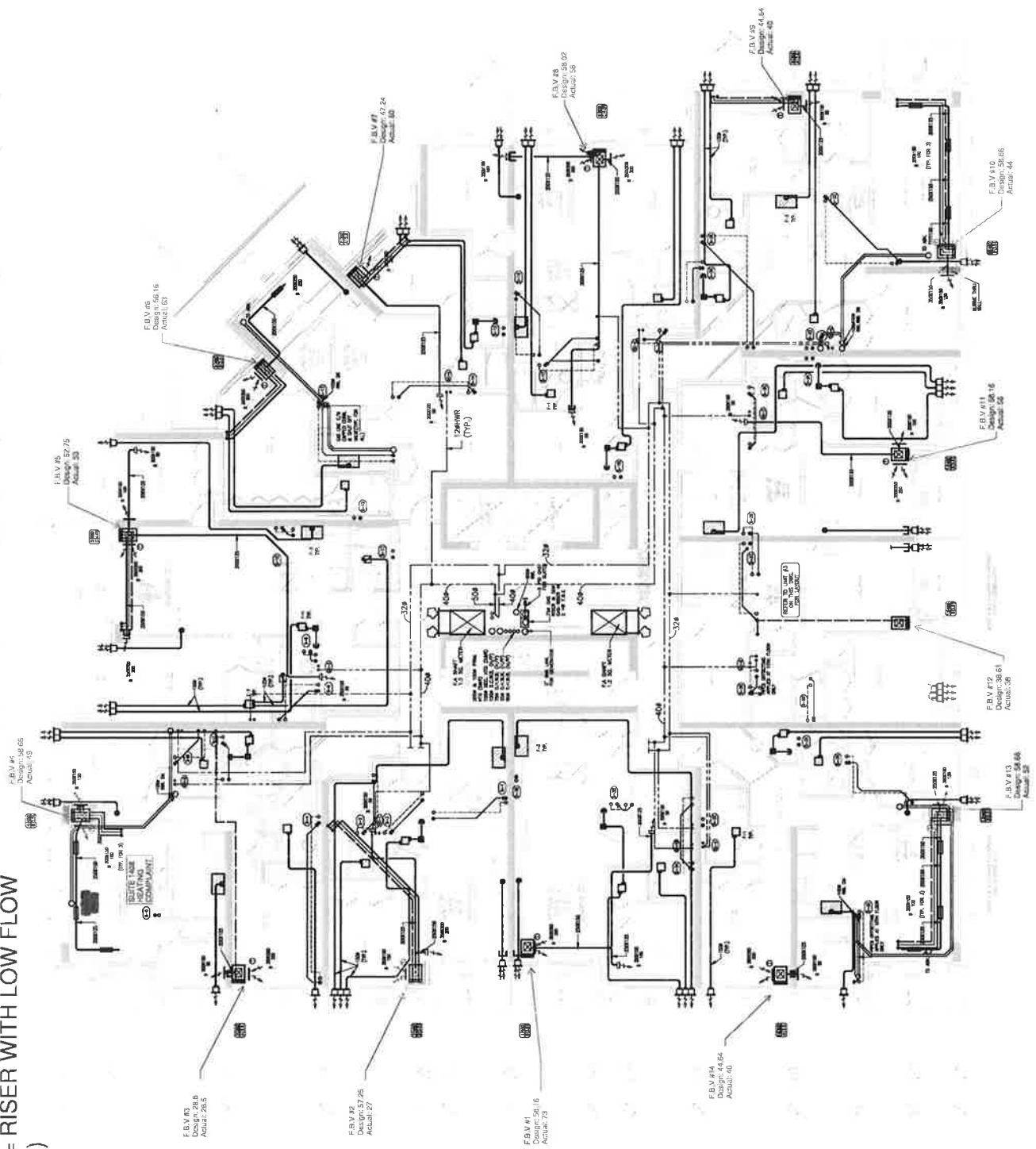
THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL MECHANICAL ROOMS TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL PIPING TO BE ACCURATE.

THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL DUCTWORK TO BE ACCURATE.

5TH-13TH FLOOR PLAN
144 PARK STREET
M-12
CY
HY
REVISED: 08/27

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (> 15%)



- GENERAL NOTES:**
- THE CONTRACTOR SHALL ADVISE THE ARCHITECT OF ANY CHANGES TO THE SYSTEM BEFORE PROCEEDING WITH THE WORK.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF NEW YORK DEPARTMENT OF BUILDINGS REGULATIONS AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 96A, 96B, AND 96C.
 - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS.
 - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS.
 - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS.
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 - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS.

RISE/SCHEDULE

RISE/SCHEDULE	DESIGN FLOW (GPM)	ACTUAL FLOW (GPM)
F.B.V. #1	38.16	73
F.B.V. #2	57.25	27
F.B.V. #3	28.8	28.5
F.B.V. #4	56	40
F.B.V. #5	32.75	33
F.B.V. #6	56.16	53
F.B.V. #7	52.24	50
F.B.V. #8	35.02	38
F.B.V. #9	45.64	46
F.B.V. #10	56.66	44

LEGEND:

- RED = HEATING DEFICIENCY
- BLUE = COOLING DEFICIENCY
- PINK = RISER WITH LOW FLOW (> 15%)

REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/16	ISSUED FOR PERMIT
2	10/10/16	ISSUED FOR PERMIT
3	10/10/16	ISSUED FOR PERMIT
4	10/10/16	ISSUED FOR PERMIT
5	10/10/16	ISSUED FOR PERMIT
6	10/10/16	ISSUED FOR PERMIT
7	10/10/16	ISSUED FOR PERMIT
8	10/10/16	ISSUED FOR PERMIT
9	10/10/16	ISSUED FOR PERMIT
10	10/10/16	ISSUED FOR PERMIT

14TH FLOOR

144 PARK STREET

10-016

1:50

DATE: 10/10/16

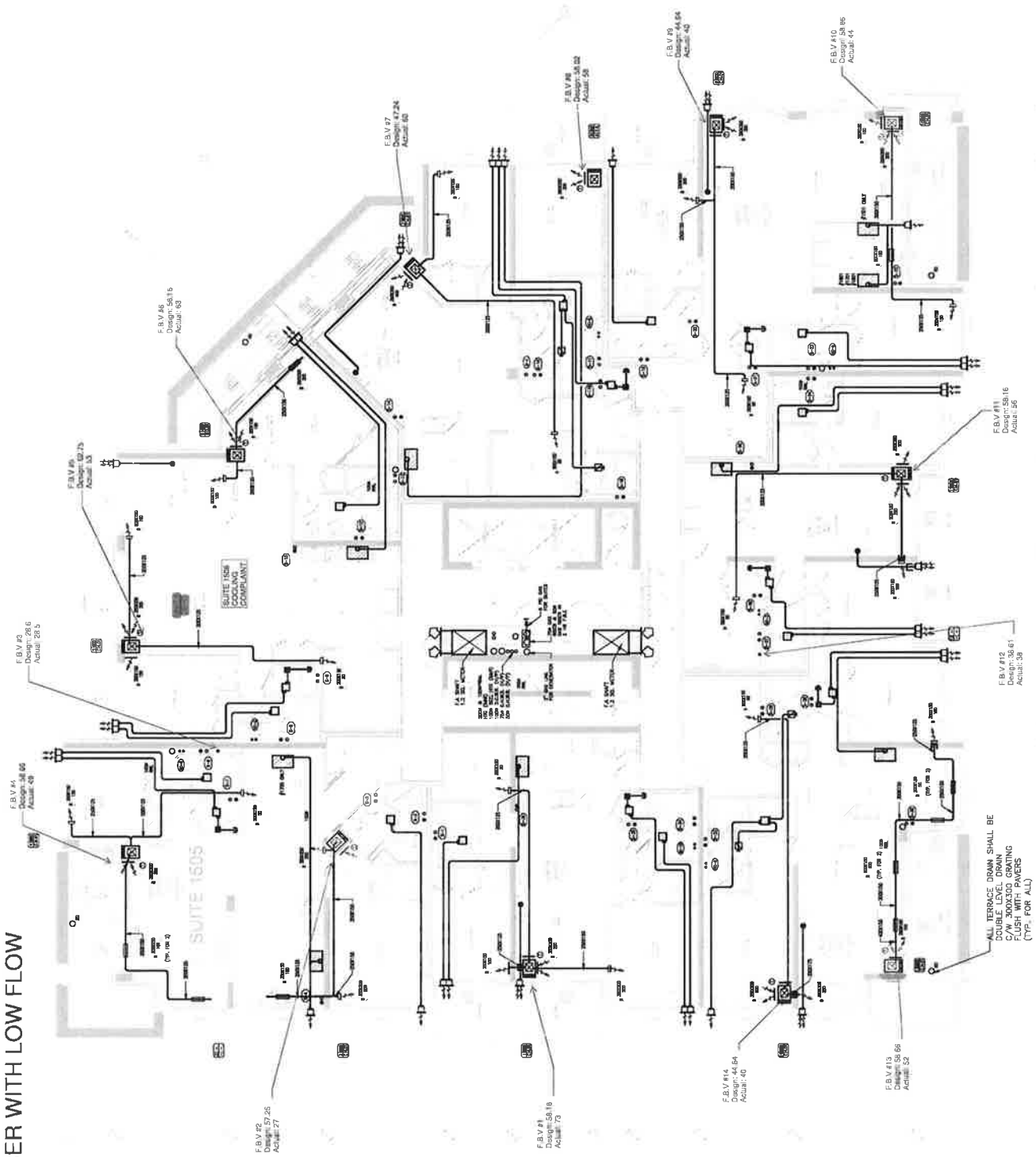
BY: CY

REVISED: HY

M-13

OF 27

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



- GENERAL NOTES:**
- THE CONTRACTOR SHALL VERIFY THE EXISTING SYSTEM IS AS SHOWN ON THE DRAWINGS.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SANITATION CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE (2015).
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SANITATION CODE (2015).

GRILLE SCHEDULE

NO.	DESCRIPTION	QTY
1	16" x 24" G.R.	1
2	18" x 24" G.R.	1
3	20" x 24" G.R.	1
4	24" x 24" G.R.	1
5	30" x 24" G.R.	1
6	36" x 24" G.R.	1
7	42" x 24" G.R.	1
8	48" x 24" G.R.	1
9	54" x 24" G.R.	1
10	60" x 24" G.R.	1
11	66" x 24" G.R.	1
12	72" x 24" G.R.	1
13	78" x 24" G.R.	1
14	84" x 24" G.R.	1
15	90" x 24" G.R.	1
16	96" x 24" G.R.	1
17	102" x 24" G.R.	1
18	108" x 24" G.R.	1
19	114" x 24" G.R.	1
20	120" x 24" G.R.	1

NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE (2015).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE (2015).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE (2015).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE (2015).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE (2015).
- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SANITATION CODE (2015).

MECHANICAL LIMITED PARTS SCHEDULE

NO.	DESCRIPTION	QTY
1	16" x 24" G.R.	1
2	18" x 24" G.R.	1
3	20" x 24" G.R.	1
4	24" x 24" G.R.	1
5	30" x 24" G.R.	1
6	36" x 24" G.R.	1
7	42" x 24" G.R.	1
8	48" x 24" G.R.	1
9	54" x 24" G.R.	1
10	60" x 24" G.R.	1
11	66" x 24" G.R.	1
12	72" x 24" G.R.	1
13	78" x 24" G.R.	1
14	84" x 24" G.R.	1
15	90" x 24" G.R.	1
16	96" x 24" G.R.	1
17	102" x 24" G.R.	1
18	108" x 24" G.R.	1
19	114" x 24" G.R.	1
20	120" x 24" G.R.	1

144 PARK STREET

STR-17TH FLOOR PLAN

DATE: 10-01-16

SCALE: 1/8" = 1'-0"

PROJECT: 150

CLIENT: CY M-14

DESIGNER: RY

REVISED MECHANICAL LIMITED PARTS SCHEDULE

144 PARK STREET

STR-17TH FLOOR PLAN

DATE: 10-01-16

SCALE: 1/8" = 1'-0"

PROJECT: 150

CLIENT: CY M-14

DESIGNER: RY

RED = HEATING DEFICIENCY

BLUE = COOLING DEFICIENCY

PINK = RISER WITH LOW FLOW
(>15%)

GENERAL NOTES:

- THE CONTRACTOR SHALL REVIEW AND VERIFY ALL INFORMATION ON THIS DRAWING FOR ACCURACY AND CLARITY.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS AND STANDARDS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS AND STANDARDS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS AND STANDARDS.
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- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS (DPW) SPECIFICATIONS AND STANDARDS.

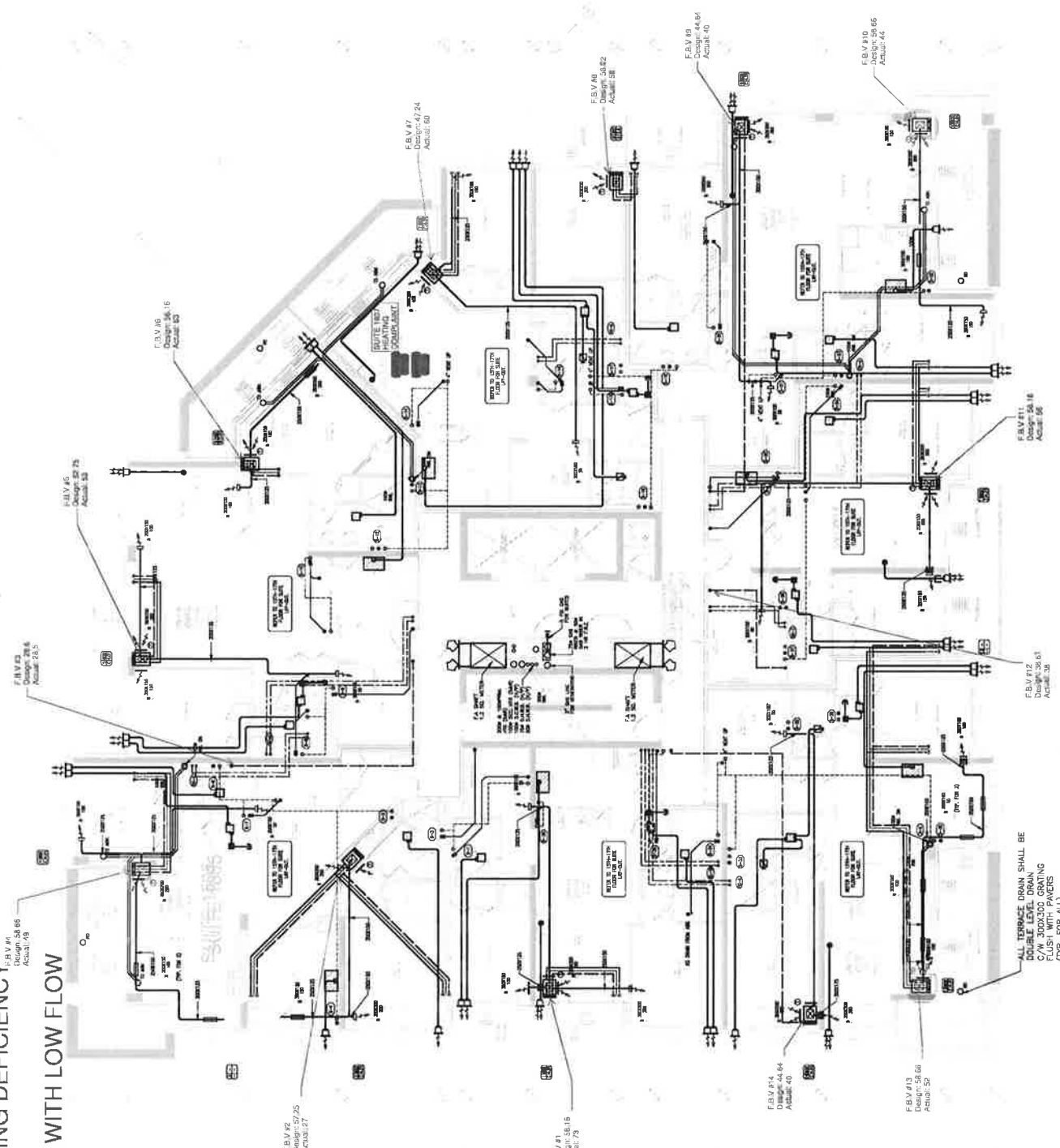
DRILL SCHEDULE

NO.	DIAMETER	DEPTH	LOCATION
1	1/2"	12"	MECHANICAL ROOM
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3	1/2"	12"	MECHANICAL ROOM
4	1/2"	12"	MECHANICAL ROOM
5	1/2"	12"	MECHANICAL ROOM
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49	1/2"	12"	MECHANICAL ROOM
50	1/2"	12"	MECHANICAL ROOM

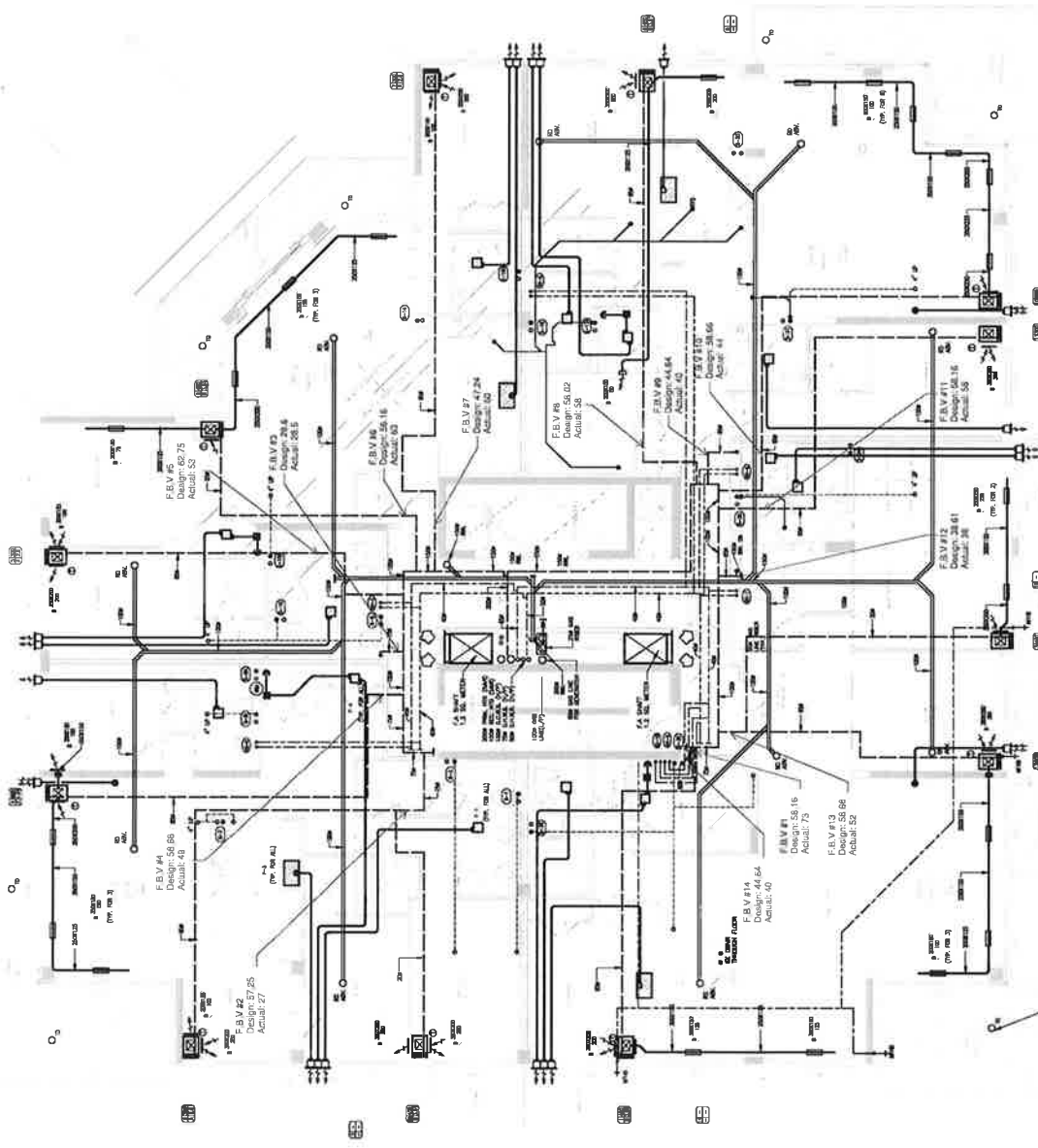
18TH FLOOR

144 PEARL STREET

PROJECT NUMBER: 10-016
SCALE: 1/50
DATE: 10/15/10
DRAWN BY: CY
CHECKED BY: M-15
DATE: 10/15/10



RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



ALL TERRACE DRAIN SHALL BE
 2" DIA. WITH 1/4" SLOPE TO
 3/4" DIA. 300X300 GRATING
 FLUSH WITH PAVERS
 (NIP. FOR ALL)

GENERAL NOTES:

- THE CONTRACTOR SHALL OBTAIN AND REVIEW ALL CITY AND COUNTY ORDINANCES AND REGULATIONS PERTAINING TO THE PROJECT.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY AND COUNTY ORDINANCES AND REGULATIONS PERTAINING TO THE PROJECT.
- IF ANY DISCREPANCY OR CONFLICT IS FOUND BETWEEN THE DRAWINGS AND ANY OTHER DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY.
- ALL MATERIALS AND EQUIPMENT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT BEFORE INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY AND COUNTY ORDINANCES AND REGULATIONS PERTAINING TO THE PROJECT.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

BRILLE SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT
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FIELD MECHANICAL LIMITED
 1500 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 FAX: 303.733.1111

19TH FLOOR

144 PARK STREET

M-16
 HY

DATE: 10-01-16
 DRAWN BY: CY
 CHECKED BY: HY

SCALE: 1/8" = 1'-0"

PROJECT NO.: 150

TAB G



REPAIR AGREEMENT – COMMON ELEMENTS

Between: RSM Canada Limited in its capacity as Trustee for the property owned by 144 Park LTD. (the "Builder") ^{Trustee}

And: WSCC 591 (the "Condominium Corporation")

RE: 144 Park St., Waterloo [condominium project address]

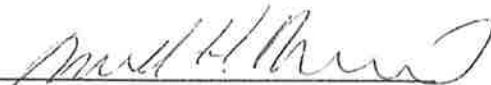
The parties agree to allow the Builder more time to make repairs to/resolve certain items on the following terms and conditions:


1. The Condominium Corporation has submitted Statutory Conciliation/Claim Inspection Request Form [specify form] on January 03, 2017 [specify date] (the "Statutory Warranty Form") to Tarion Warranty Corporation ("Tarion").
2. The items listed in Schedule "A" to this agreement (the "Outstanding Items"), were listed on the Statutory Warranty Form and have not yet been resolved. The Builder has agreed to repair or resolve the Outstanding Items by the Repair Deadline of MAY 31, 2019 [specify date].
3. If the Repair Deadline passes and the Condominium Corporation is not satisfied with the Builder's efforts, the Condominium Corporation can request a conciliation on any/all of the Outstanding Items, so long as that request is made to Tarion within 30 days after the Repair Deadline – i.e., between JUNE 01, 2019 [date] and JUNE 30, 2019 [date] (the "Conciliation Request Timeframe").
4. If the Condominium Corporation does not contact Tarion within the Conciliation Request Timeframe to request a conciliation, the Condominium Corporation will be deemed to have withdrawn all warranty claims for the Outstanding Items, (i.e., the statutory warranties will no longer apply to the Outstanding Items).
5. This agreement to extend the time to repair or resolve the Outstanding Items:
 - (a) is not an acknowledgment that the Outstanding Items are warranted under the *Ontario New Home Warranties Plan Act*, and warrantability can only be determined by Tarion if the conciliation takes place; and
 - (b) does not add to or take away from the Condominium Corporation's statutory warranty rights as long as the Condominium Corporation requests conciliation within the Conciliation Request Timeframe.

Date: OCTOBER 09, 2019

[Condominium Corporation]

**RSM Canada Limited in its capacity as Trustee
for the property owned by 144 Park LTD.**


Name: MICHAEL H. WILLIAMS
Title: DIRECTOR


Name: Amy Dharani
Title: Vice-President


Name: A.J. Mueller
Title: Director

Name: _____
Title: _____


I/we have authority to bind the Corporation.

I/we have authority to bind the Corporation.

Acknowledgement

Tarion acknowledges the above agreement and exercises its discretion to extend or abridge statutory timelines to accommodate this agreement.

TARION WARRANTY CORPORATION


Name: Rod Salisbury
Title: WARRANTY SERVICES REPRESENTATIVE

SCHEDULE "A" TO REPAIR AGREEMENT

Home Enrolment Number: **H1637218**

Statutory Warranty Form Type: **Statutory Conciliation/Claim Inspection Request Form**


Case Number: **3234147**


List of Outstanding Items:

Item #	Room/Location	Description
	Heat Pump Issues	First Year PA Reference # 1197-1239-Reassessment July 25, 2018. **Note- PA Reference # 1199 is inclusive of the heat pump that was not installed at the time of sale of the unit and has since been supplied and installed by the unit owner
	Heat Pump Issues	Second Year PA Reference # 120, 121,128,136,154- Reassessment July 25, 2018
	Ball Valve Issue	First Year PA Reference # 1196, 2 nd Year PA Reference # 93- Reassessment July 25, 2018
	Corridor Lighting	Second Year PA Reference # 98- Reassessment Sept. 07, 2018. <i>Resolved</i>
	AWD issues	Deferred from Claim Inspection
		First Year PA Reference # 777- Scratched balcony door frame at Unit 1701
		First Year Reference # 839- Scratched balcony railing at Unit 406

		First Year PA Reference # 888- Missing spandrel panels at Unit GPH2
		First Year PA Reference 1266- Replacement window glazing at Unit 1106
		First Year PA Reference # 1287- Incorrect screen door at Unit 1704
		First Year PA Reference # 1296- Missing window latch at Unit 1701
		First Year PA Reference # 1302- Balcony railing miter joints at Unit1603
		First Year PA Reference # 1312- Replacement balcony door screen does not match the door assembly frame color at Unit GPH1
	Fire Panel	First Year PA Reference # 1079,1389,1399- Request for documentation to be provided by the Trustee to WSCC 591 re: repair details and confirmation system is functioning as intended.
	Elevators	First Year PA Reference # 1072- Elevator repairs per Elevator Technical Audit from Solucore dated April 19, 2018

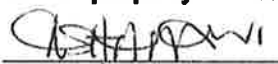
[Condominium Corporation]


 Name: MICHAEL H. WILLIAMS
 Title: DIRECTOR


 Name: A.J. MUELLER
 Title: Director

I/we have authority to bind the Corporation.

RSM Canada Limited in its capacity as Trustee for the property owned by 144 Park LTD.


 Name: Arif Dharam
 Title: Vice-President

Name:
 Title:

I/we have authority to bind the Corporation.

TAB H



MORRISON HERSHFIELD

March 13, 2019

RSM Canada Limited
 11 King Street W, Suite 700 Box 27
 Toronto, Ontario
 M5H 4C7
 Attn: Arif Dhanani

Re: Report on Investigation of Failure of Suite Heat Pumps at 144 Park St., Waterloo, ON.

We are pleased to submit this updated report on Morrison Hershfield's (MH) investigation into the matter described above. The report has been updated to reflect MH's findings after the following information was obtained:

1. A water balancing agent was retained to obtain measurements of the current flow rates in the condenser loop which supplies the glycol water medium to the air conditioning heat pumps throughout the building in May 2018.
2. Glycol analysis report received January 23, 2019.
3. Heat pump history of lockouts received January 30th, 2019

Project Background

There have been reports of heat pumps not providing sufficient heating or cooling in several suites. Some heat pumps have also tripped off under high head pressure, requiring a visit by a service technician to restart them.

Service technicians have been retained by Condo Corporation and a Contractor under the Trustee have also been retained to remove heat pumps and clean orifice plates that control glycol flow to the condenser of air conditioning heat pumps that required attention. The technicians have also flushed suite heat pump condenser coils to remove accumulated debris that reduces heat transfer efficiency. Clogged orifice plates and low flow are both conditions will starve the heat pump condenser of glycol, which is the heat transfer medium, and results in high head pressure in the compressor, tripping it out as a safety measure.

MH Investigation and Observations

Estimated Suite Heating and Cooling Loads

To confirm appropriate suite heating and cooling capacity, MH analyzed suites that had complaints generated about lack of cooling or heating capacity. MH used Carrier's Hourly Analysis Program to estimate the heating and cooling loads in the suites listed below and compared the results to the capacities of the installed units. The suites modeled were as follows:

- Reported Heating Deficit: 710, 1408, 1807 (PH7)

- 2 -

- Reported Cooling Deficit: TH6, TH7, 402, 405, 606, 805, 1207, 1506

A table of results appears in Appendix A. The review indicated the following:

- The installed heating capacity in suites complaining of insufficient heating exceeded the estimated heating loads. There would not appear to be any reason for complaints on the basis of installed capacity. However, other external factors may limit glycol flow to the units. This will be addressed later in the report.

The estimated cooling load in suites complaining of insufficient cooling exceeded the installed cooling capacity in several instances; suites 402, 405, 606, 805, 1207 and 1506. The differences were not great, but would be close enough that any reduction in capacity caused by sediment blockage or other factors could be enough to cause a problem. We note that there have been additional complaints from suites with heat pumps that have already been serviced. This indicates that at least part of the problem exists in other areas of the heat pumps system, and the issue is not solely attributed to installed heat pump capacity but may be more directly be related to the condition of the condenser loop with respect to flow rates and water quality.

Condenser Loop Water Quality & Derating Heating and Cooling Efficiency

MH took a sample of the glycol water from the loop on September 28, 2017 and sent one sample to the glycol manufacturer, Chem-Aqua, for analysis. Chem-Aqua reported that the glycol is in good condition (concentration and pH are normal), and its appearance is clear.

Water has a lower viscosity and specific gravity than a 30% Ethylene Glycol solution. Thus, it is slightly more difficult to pump and will also reduce heat transfer through the condenser. We contacted the glycol pump distributor, who informed us that the pumping system derating factor would be 0.99 to account for use of glycol instead of water.

The heat pump manufacturer's catalog provides derating tables for various glycol concentrations. From the table, the derating factor for cooling using 30% Ethylene Glycol is 0.987 and the factor for heating is 0.971.

Combining the pumping and heat pump derating factors, the total derating factor for heating is 0.961 and for cooling the factor is 0.977. If the concentration of glycol was not accommodated in the pump selection it would result in a potential undersizing of less than 3%.

Condenser Loop Equipment

The fluid cooler was specified with a flow rate of 650 gpm with a 4.2 psi pressure drop based on 100°F/90°F temperature drop during ambient air temperatures of 76°F wet bulb. The condenser loop has two circulation pumps configured in parallel each with a capacity of 435 gpm. The fluid cooler temperature is controlled with a 3 way control valve. In conversation with the contractors that maintain the equipment is that the loop has always been able to maintain the 100°F/90°F temperature drop during the summer.

The design requirement for the condenser loop to satisfy the building's heat pump units is 879 gpm which means this is the required flow rate through the fluid cooler. The fluid cooler is



- 3 -

receiving a higher flow rate than design, however the in conversation with the manufacturer the loop on a peak design day would still be able to provide a 99°F/90°F. MH has confirmed with the equipment manufacturer that the fluid cooler is able to reject the heat out of the loop although the temperature may decrease to 98°F/90°F. The higher flow rate through the fluid cooler creates a higher pressure drop, however the cold rolled steel tubing is able to withstand the increased velocity and pressure drop of a flow rate at 879 gpm.

Heat Pump Loop and Air Flow Balancing

The condominium corporation has received very little in the way of specifications, shop drawings and commissioning documents from the Developer/Vendor. We do not know if the heat pump glycol loop was originally balanced at the time of construction to confirm design flow requirements to the heat pump riser groups before the system was put into use.

Through email correspondence that MH has received from Tarion MH has learned that as of the summer of 2015 there was significant debris in the condenser piping loop and that there was not a filtration system installed in the loop. MH also understands that the system was to be emptied and flushed by the Vendor/Trustee, but that during a meeting between the Trustee and Tarion it was confirmed by a contractor doing work on behalf of the Trustee that the system was not emptied or flushed, and that the filtration system installed was only rated for 80% of the installed capacity of the loop.

Considering the apparent lack of cleaning and flushing, it seems likely that the system was not completely balanced either. An unbalanced system will result in greater than necessary glycol flow in some areas and insufficient flow in other areas, which would cause heating and cooling deficiencies in the system.

In order to further assess the condition of the loop a water flow audit was carried out on site. The results are outlined in the section below.

Condenser Loop Water Audit Results

MH started the water flow rate audit from the bottom of the building and worked our way to the Penthouse Mechanical Room. Below is a summary of our findings with the full audit report located in Appendix B:

1. The make up air unit at the P1 Level is receiving approximately 30% more water flow than required.
2. The Third Floor is the location for flow balancing valves (FBV) for the Town House units and Amenity Areas.
 - a. The heat pump located on the south elevation of the Fitness Room is over supplied by 200%. The flow balancing valve is very difficult to access as the acoustic insulation intended to protect the residential suite above leaves zero clearance to the valve. It is quite possible this valve was never adjusted during balancing. Photo shown below

- 4 -



- b. The drawings do not provide a clear indication of return piping for the Guest Suite, T/H5 and the Theatre. Inspecting the ceiling of the Theatre confirmed that the piping to the heat pump in T/H5 is not as it is shown on the drawings.
 - c. There is condenser water piping that runs in the ceiling of the Theatre and leads to the Corridor. This piping runs to the Theatre heat pump and extends through the wall and into T/H5. It is possible that this return piping also picks up the T/H5 and possibly the Guest Suite, but this could not be confirmed as these respective areas were not inspected as our understanding is that the ceilings of these spaces are concealed.
 - d. All of the remaining heat pumps at the Third Floor are receiving condenser water flow rates that are within 5% of design flow requirements which is reasonable.
3. In the Tower portion of the building which includes Floors 4 to the Penthouse (19th Floor) there are 14 flow balancing valves and of these valves only 6 are within +/-10% of the design flow requirement. Three of the fourteen valves exceed 10% of the design flow requirement and 5 have a shortfall of water flow greater than 10% of the design flow requirement. Refer to Appendix B for the tabulated results.
 4. In the Penthouse a measurement was taken at each of the 20 hp pumps (P-3A & P-3B) that are designed for 435 gpm with 90 feet of total head. The results from the pressure gauge readings taken at each pump and from the Shut Off Head test at each pump while the pumps were operating in parallel show that each pump is operating at 430 gpm 93.8 feet of total head. Theoretically, the two pumps operating in parallel are producing 860 gpm.

- 5 -

5. An ultrasonic flow measuring device was mounted on the exterior of the uninsulated condenser water pipe downstream of pumps P-3A & P-3B located in the Penthouse and the results indicated a reading of 870 gpm. A photo of the ultrasonic flow meter is shown below.



Condenser Water Loop Filtration and Quality

In January and February of 2019 MH learned through RSM and Neelands Group that the filters that have been installed in the condenser water loop are monitored on a monthly basis as part of the Preventative Maintenance program, along with the chemical treatment system. A copy of the glycol water chemistry in the loop is included below.

- 6 -



Technician: Andrew Wuzniak
 Desc: Heat Pump Glycol
 Type: glycol analysis
 Rep: Roy Kurtz, Brad Meentrey,
 Location ID: S11733 Log No: L1815141
 Color: clear Sediment: none
 Sampled On: 12/05/2018 Ver: 1

Test	Result
conductivity, uS/cm	1760
pH	9.81
calcium total, mg/L Ca	9.56
magnesium total, mg/L Mg	2.55
iron total, mg/L Fe	0.64
iron soluble, mg/L Fe	0.43
iron suspended, mg/L Fe	0.21
copper total, mg/L Cu	0.11
zinc, mg/L Zn	0.92
aluminum, mg/L Al	ND* LT* 0.01
silicon total, mg/L Si	LT* 0.8
molybdenum, mg/L Mo	25.2
molybdate, mg/L MoO ₄	42.0
phosphorus total, mg/L P	181
phosphorus total, mg/L PO ₄	555
nitrite, mg/L NO ₂	497.9
nitrate, mg/L NaNO ₃	746.4
tolyltriazole, mg/L TT	60
reserve alkalinity (RA)	1.60
ethylene glycol, wt %	33
freeze point, °F	0
freeze point, °C	-18
specific gravity @ 20°C	1.049
density, g/mL	1.047

The analysis shows the following:

1. The level of residual sodium nitrate was at 746 mg/L which is lower than ideal. The PM provider agreed to boost the levels to the recommend level of 1200-1600.
2. The suspended iron in the sample was 0.64 mg/L which is well below the recommend maximum of 3 mg/L. This provides indication that filters that have been installed adequately managing any debris in the loop.

MH also received a copy of a heat pump lockout log that identified the number of suites in the building that experience locks between July 2017 and August 2018. While MH cannot confirmed the cause for all heat pump lockouts, a majority of the lockouts occurred on risers that have flow rates that are below design requirements. There is also evidence that the number of lockouts have significant decreased from September 2017 through to the August 2018.



- 7 -

The water quality analysis and the heat pump lockout log provide an indication that a complete flush out of the glycol loop is no longer required given that levels of suspended iron in the loop and the decrease of heat pump shutdowns that are occurring on risers that are receiving the correct amount of flow.

Items for Consideration

Below is a summary of items for your review:

1. There is sufficient water flow from the base building circulation pumps serving the condenser water loop, however a rebalancing of the flow throughout the building needs to be completed to redistribute the condenser water through the loop to ensure sustained heat pump operation.
2. Tower Riser #2 has only receiving 47% of its design requirement yet only Suite 1207 has reported a problem. This can be attributed to the riser being located on the northwest exposure of the building which does not receive significant solar exposure thus reducing the cooling requirements of this suite.
3. Tower risers #10 and #13 are receiving 75% and 88% of their design requirement yet have more incidents of complaints for thermal comfort which is attributed to the risers being located on the southeast and southwest exposures of the building respectively which have high solar exposure thus increasing the cooling requirements on this side of the building.
4. Tower Riser #4 is located on the north elevation of the building which has the smallest solar exposure but although the riser is only receiving 83% of its design requirement only Suite 1408 has reported a problem with heating performance on this riser.
5. There are risers in the building where the flow rate meets the design requirements, but there are still issues with heat pump operation. This provides evidence that the heat pump condenser or orifice may be partly obstructed. There is correspondence and past meetings that indicate that the building was not initially provided with a chemical pot feeder or filtration, and then eventually was provided with filtration by the Trustee. The condenser loop glycol water analysis report obtained in January 2019 indicates that the iron content levels have improved and that the filtration that has been installed, as long as it continues to be monitored on a monthly basis, will continue to capture debris from the loop. A continued maintenance plan will reduce the occurrence of heat pump lockouts due to blockages.
6. While an understanding of how the heat pumps in Town House #5, the Guest Suite and Theater is not properly documented on the "As Built Drawings" or confirmed on site, there have not been complaints from this area of the building for thermal comfort so confirming the exact piping routing confirmation is not required at this time.



- 9 -

RECOMMENDATIONS

Moving forward, the next step to resolve the heat pump operation through the building is to complete the Balancing of the condensing water loop as per the design requirements as indicated in Appendix C. While a previous report issued by MH called for a flush out of the condenser water loop, new data obtained from site suggests that the water quality has improved due to filtration, localized flushing of heat pump units and continued filtration & chemical treatment, have lead MH to remove this as a requirement moving forward with the understanding that continued filtration and chemical treatment program will continue.

Please contact the undersigned if you have any questions.

Sincerely,
Morrison Hershfield Limited



Stephen Jones, P.Eng
Principal, Senior Mechanical Engineer



P:\2018\180574900-HEAT PUMP CONDENSER LOOP - 144 PARK\08. WORKING\144 PARK - HEAT PUMP REPORT R1.DOCX

Appendix A

Recorded Cooling & Heating Deficiency Table



- 10 -

Suite Heating					
Suite No.	Estimated Heating Load (MBH)	Heat Pump Capacity (MBH) (derated as described in report)	Excess (+) or Deficit (-) Capacity (MBH)	Water Flow Rate (shortage or excess)	Recommendation
710	24.4	27.2	+2.8	+23% (R6&7)	Not flow related; Re-flush piping; Rebalance riser
1408	21.9	27.2	+6.3	-17% (R4)	Flow problem; Re-flush piping; Rebalance riser
1807 (PH7)	16	34.1	+18.1	+25% (R7)	Not flow related; Re-flush piping; Rebalance riser



- 11 -

Suite Cooling					
Suite No.	Estimated Cooling Load (Tons)	Heat Pump Capacity (Tons) (derated as described in report)	Excess (+) or Deficit (-) Capacity (Tons)	Water Flow Rate (shortage or excess)	Recommendation
T/H 6	2.4	3.9	+1.5	Equal (THR2)	Re-flush piping;
T/H 7	2.4	3.9	+1.5	+50% (THR3)	Not flow related; Re-flush piping; Rebalance riser
402	2.4	1.7	-0.7	-30% (R10)	Flow problem; Re-flush piping; Rebalance riser
405	2.5	1.7	-0.8	-10% (R13)	Flow problem; Re-flush piping; Rebalance riser
606	1.1	0.97	-0.13	+25% (R1)	Not flow related; Re-flush piping; Rebalance riser
805	2.5	1.7	-0.7	-10% (R13)	Flow problem; Re-flush piping; Rebalance riser
1207	1.1	0.97	-0.13	-53% (R2)	Flow problem; Re-flush piping; Rebalance riser
1506	1.1	0.97	-0.13	-15% (R5)	Flow problem; Re-flush piping; Rebalance riser



- 12 -

Appendix B

Condenser Loop Water Flow Audit Report



TAB I



21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
Tel. (416) 252 – 3232 Fax (416) 252 – 1968

HYDRONIC HVAC TESTING & BALANCING REPORT (Existing Heating & Cooling Pumps P-3A & P-3B)

**144 Park Street
Waterloo, Ontario**

Date: **May 31, 2018**

Consulting Engineer: **Morrison Hershfield**

Testing Conducted by: Hussein Abdo,
Certified CAABC Balancing Technician
Certified CAABC Test & Balancing Specialist

Reviewed by: George Novak, Projects Manager
Certified CAABC Balancing Technician

This is to certify that PRO-AIR TESTING INC., has tested & balanced (TAB) the HVAC systems described herein to the optimum, performance capabilities & capacities as per engineering design requirements. The TAB has been performed & conducted in accordance with the standard requirements & procedure of the Associated Air Balance Council (AABC) & the results of these tests are herewith recorded as to establish & confirm Total System Balance.

Associated Air Balance Council Certification Number: 17-00-37





Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3A	Location:	Penthouse Mechanical Room
System:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 A	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head @ Zero Flow	FT. W.G.	300	100.5	

Pump Test and Performance Data

Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.			340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.			60	20.1	
Total Head	FT. W.G.			280	93.8	
Flow	US GPM			430 (2)		
Amperage	Phase - 1	A		--		
	Phase - 2	A		--		
	Phase - 3	A		--		
Voltage	Phase - 1	V		--		
	Phase - 2	V		--		
	Phase - 3	V		--		
Motor BHP				--		
Fluid Temperature	°F	N/A		N/A		

Note:

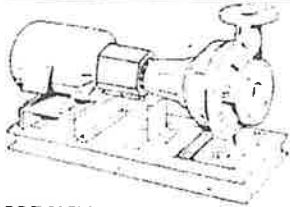
- (1) refer to manufacturer's Catalogue Performance Data Submittal
- (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



SUBMITTAL

B-880.34B

JOB: UNIT TAG: P-3A ENGINEER: CONTRACTOR:	REPRESENTATIVE: ORDER NO. SUBMITTED BY: APPROVED BY:	DATE: DATE: DATE:
--	--	-------------------------



4EB

Series e-1510

Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____

HP _____ RPM _____

VOLTS _____

CYCLE _____ PHASE _____

ENCLOSURE _____

APPROX. WEIGHT _____

SPECIALS _____

Note: Equipped with NEOPRENE coupling

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

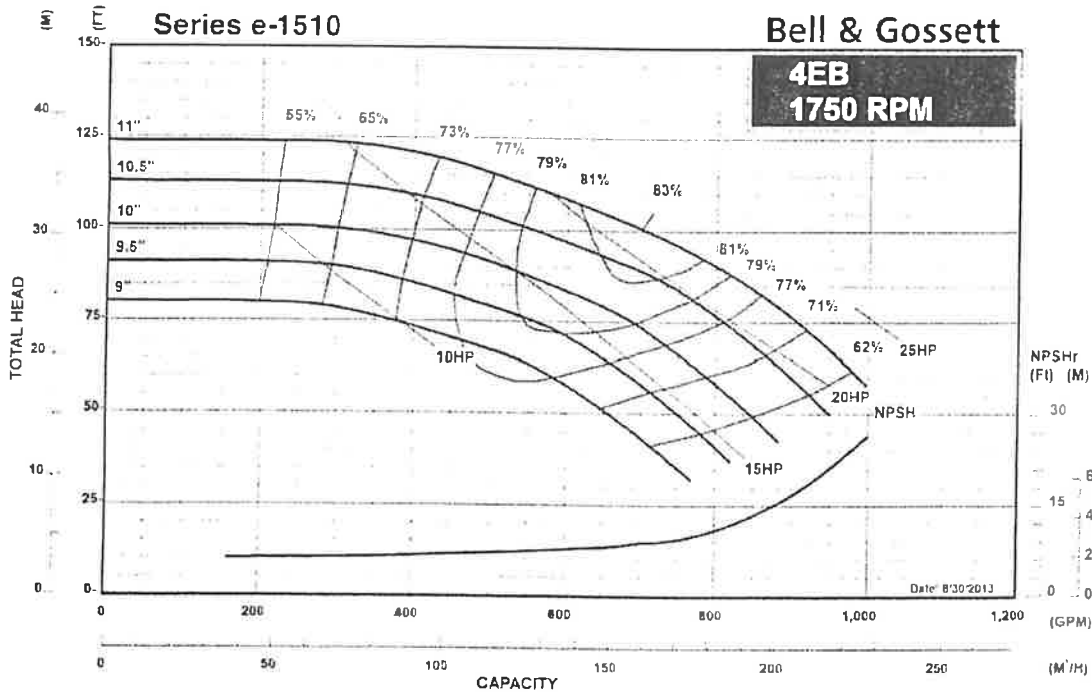
- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

MAXIMUM WORKING PRESSURE

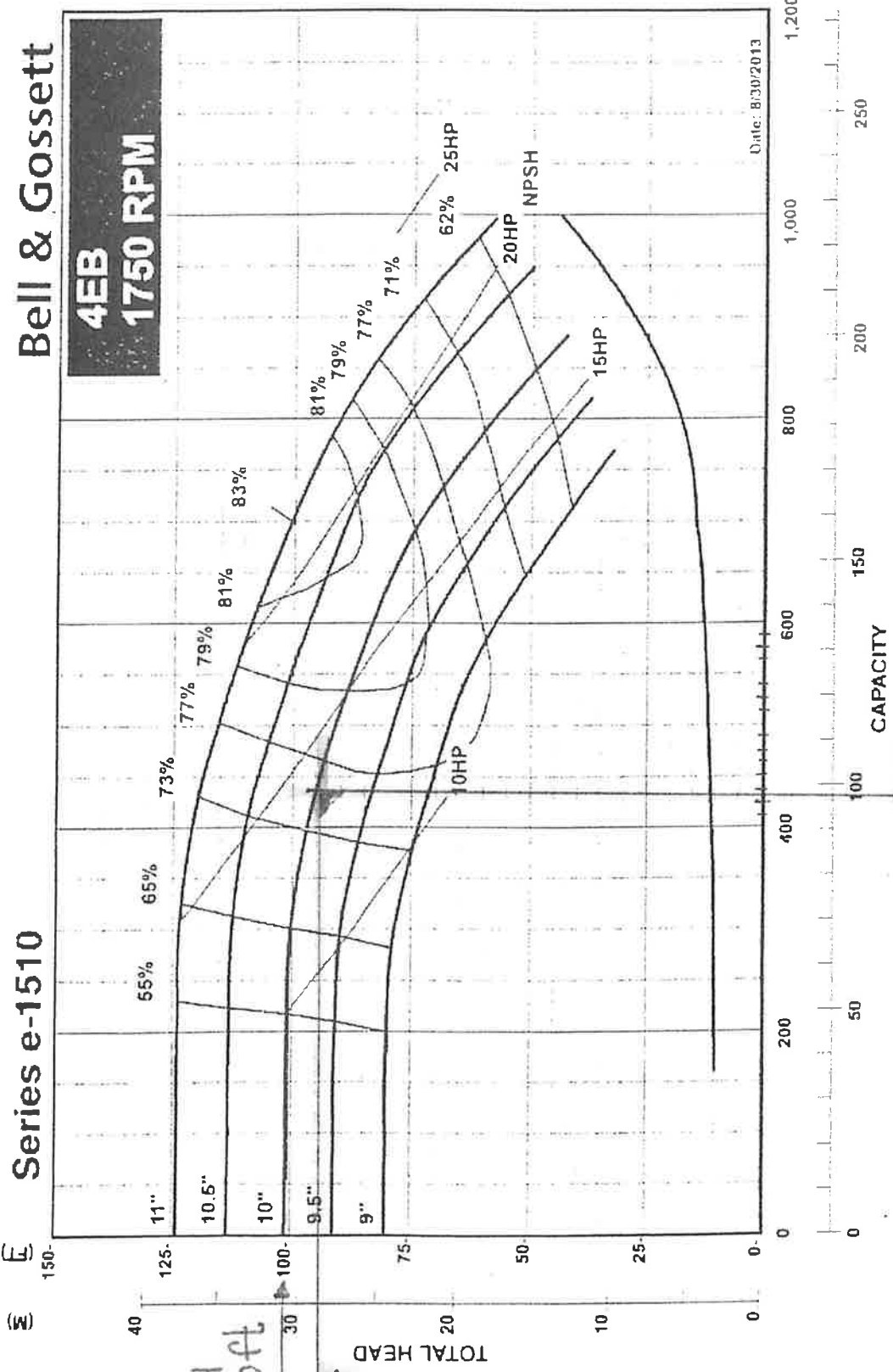
- 175 psi (12 bar) W.P. w/125# ANSI flange drilling
- 250 psi (17 bar) W.P. w/250# ANSI flange drilling (requires 1510-S)

TYPE OF SEAL

- Standard Seal (Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line (Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed Mechanical Single Seal (EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing (Graphite Impregnated Teflon)



tag P-3A



S.O.H
@ 100ft
94ft

~430 GPM

NPSHr (Ft) (M)
30
15
0
(GPM)
(M³/H)



Pro-Air Testing Inc.
AABC - Certified Balancing Agency

Date: May 8, 2018

Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3B	Location:	Penthouse Mechanical Room
System:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 B	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head @ Zero Flow	FT. W.G.	300	100.5	

Pump Test and Performance Data

Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.			340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.			60	20.1	
Total Head	FT. W.G.			280	93.8	
Flow	US GPM			430 (2)		
Amperage	Phase - 1	A			--	
	Phase - 2	A			--	
	Phase - 3	A			--	
Voltage	Phase - 1	V			--	
	Phase - 2	V			--	
	Phase - 3	V			--	
Motor BHP					--	
Fluid Temperature	°F	N/A		N/A		

Note:

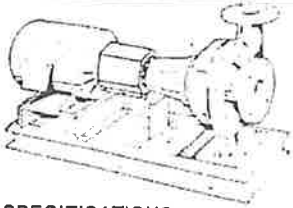
- (1) refer to manufacturer's Catalogue Performance Data Submittal
- (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



SUBMITTAL

B-880.34B

JOB: UNIT TAG: P-3B	REPRESENTATIVE: ORDER NO. SUBMITTED BY: APPROVED BY:	DATE: DATE: DATE:
ENGINEER: CONTRACTOR:		



4EB

Series e-1510

Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____

HP _____ RPM _____

VOLTS _____

CYCLE _____ PHASE _____

ENCLOSURE _____

APPROX. WEIGHT _____

SPECIALS _____

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

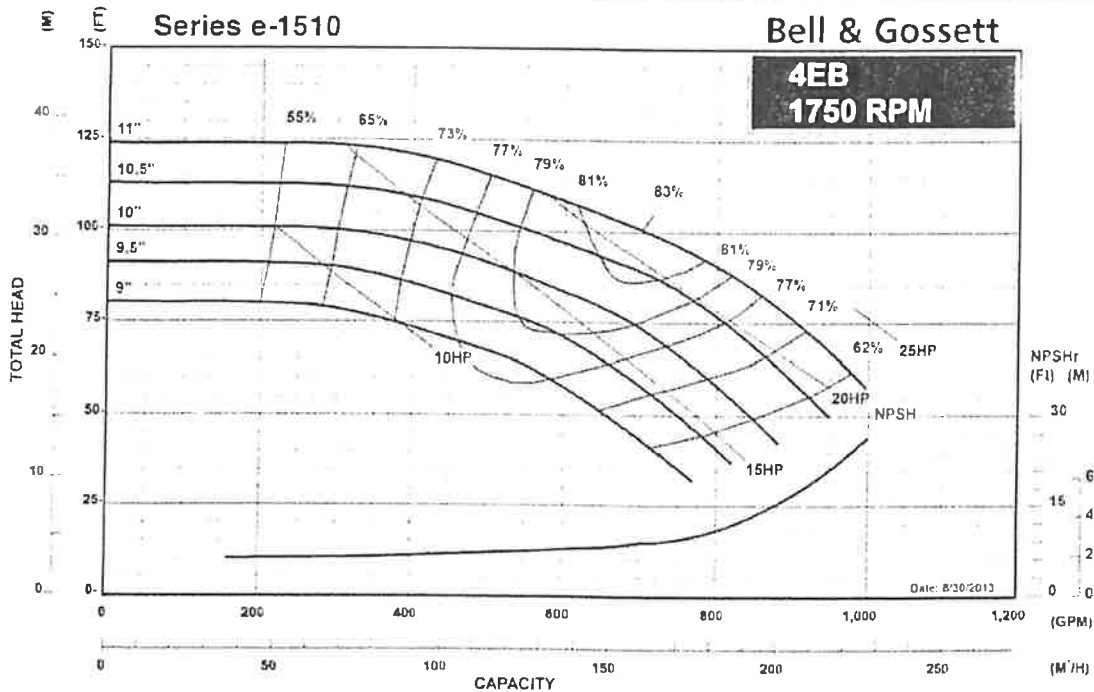
TYPE OF SEAL

- Standard Seal (Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line (Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed Mechanical Single Seal (EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing (Graphite Impregnated Teflon)

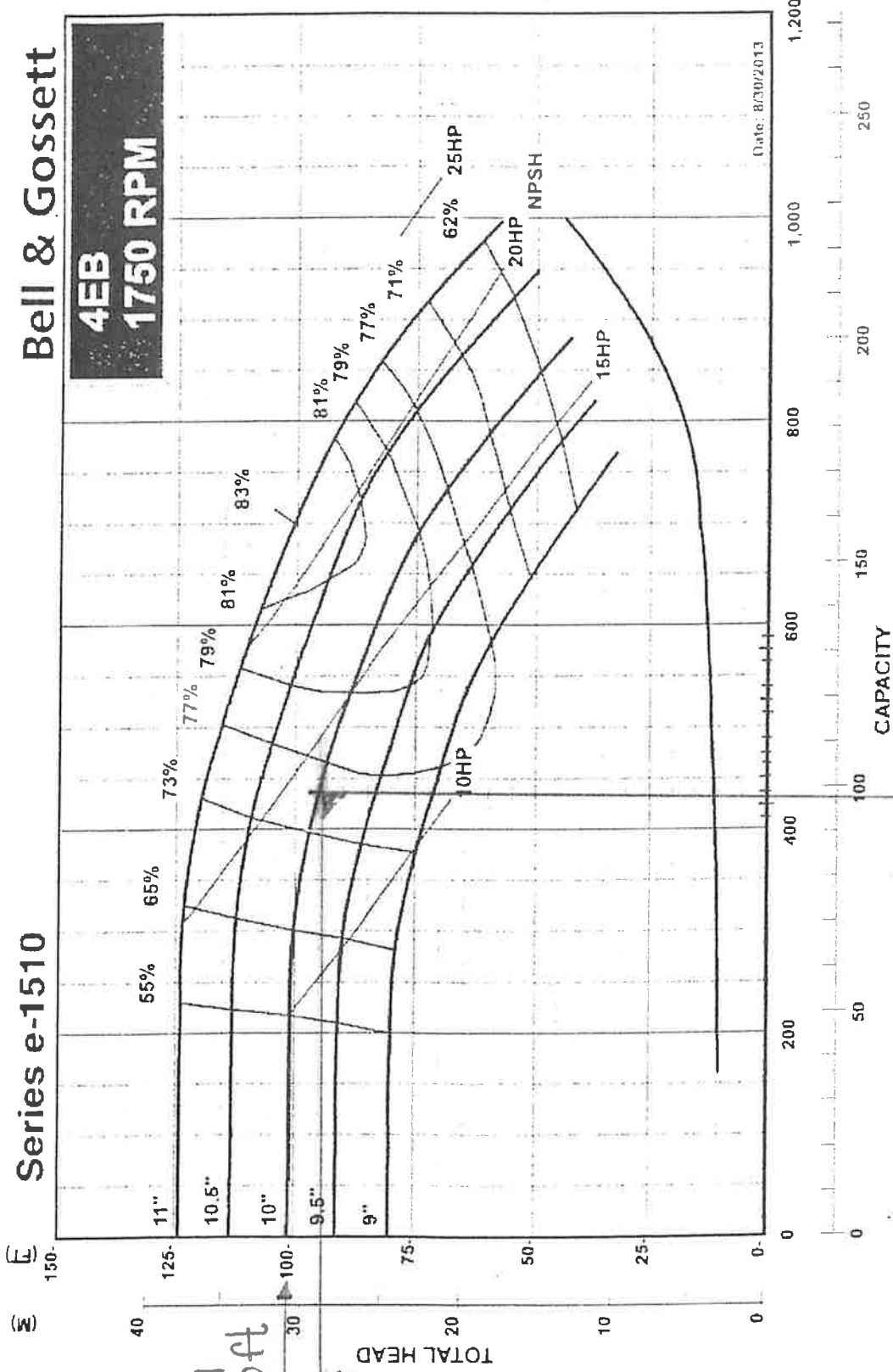
MAXIMUM WORKING PRESSURE

- 175 psi (12 bar) W.P. w/125# ANSI flange drilling
- 250 psi (17 bar) W.P. w/250# ANSI flange drilling (requires 1510-S)

Note: Equipped with NEOPRENE coupling



tag P-3B



150
125
100
75
50
25
0

40
30
20
10
0

S.O.H
@ 100ft

94ft

TOTAL HEAD

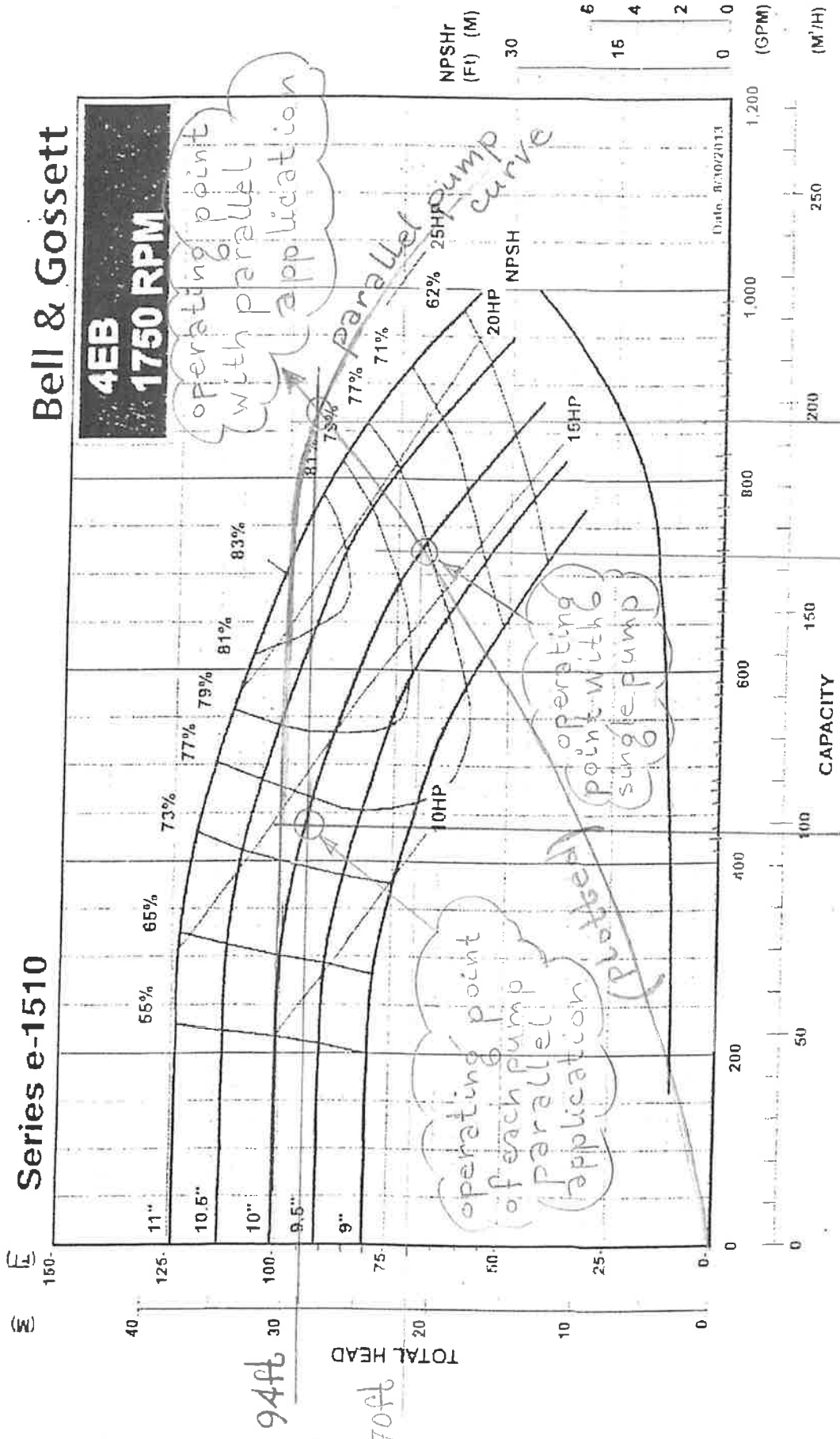
NPSHr
(Ft) (M)

30
15
0
6
4
2
0
(GPM)
(M³/H)

0 200 400 600 800 1,000 1,200
0 50 100 150 200 250
CAPACITY

~430 GPM

P.3A & P.3B ~ parallel pump application



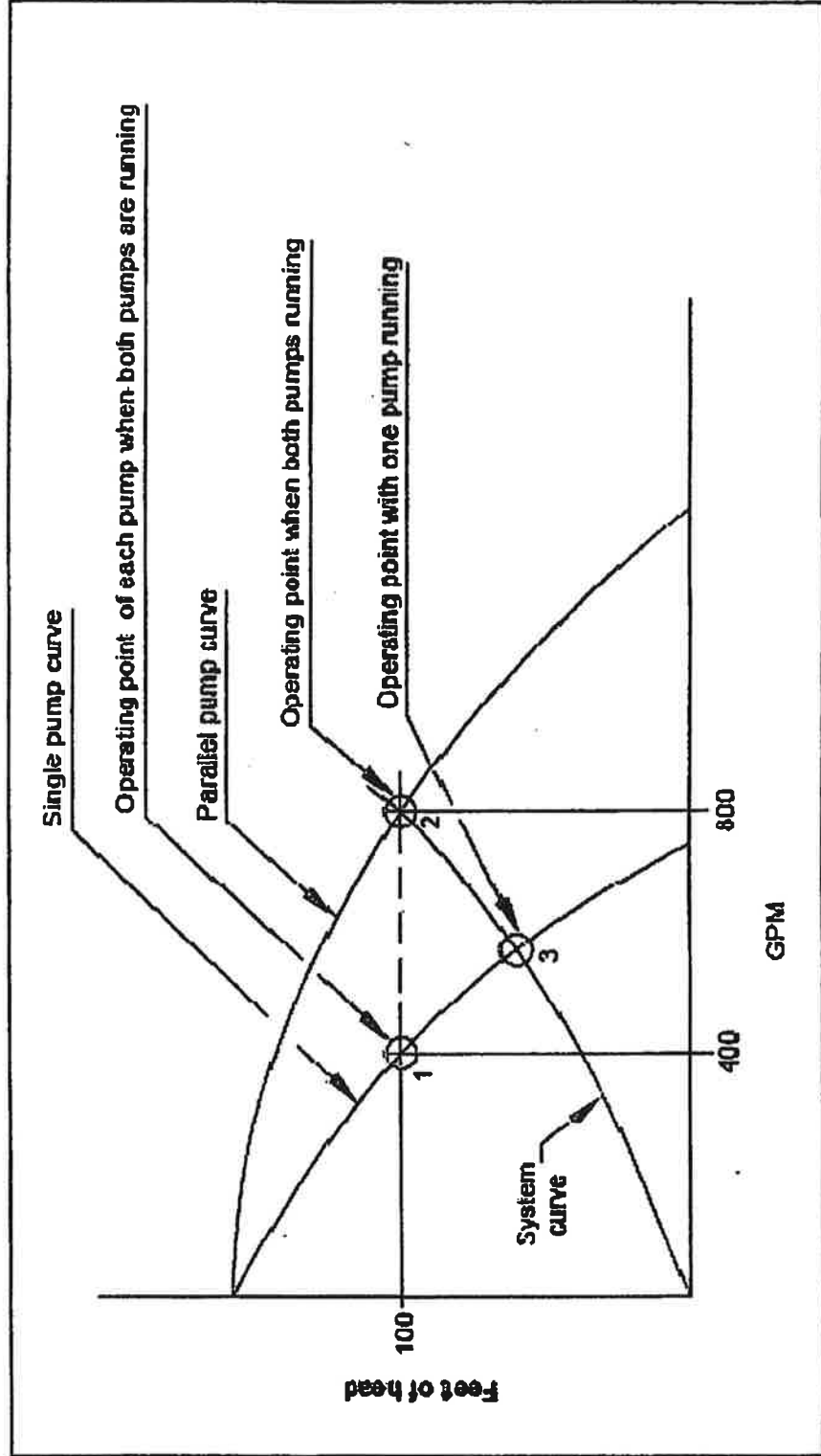
430 GPM
720 GPM
860 GPM } (P.3A+P.3B)
~870 Ultra Sonic



Hydronic Pumps and Pumping Circuits

Chapter 13

Parallel Pump System Curve





Flow Measuring Station

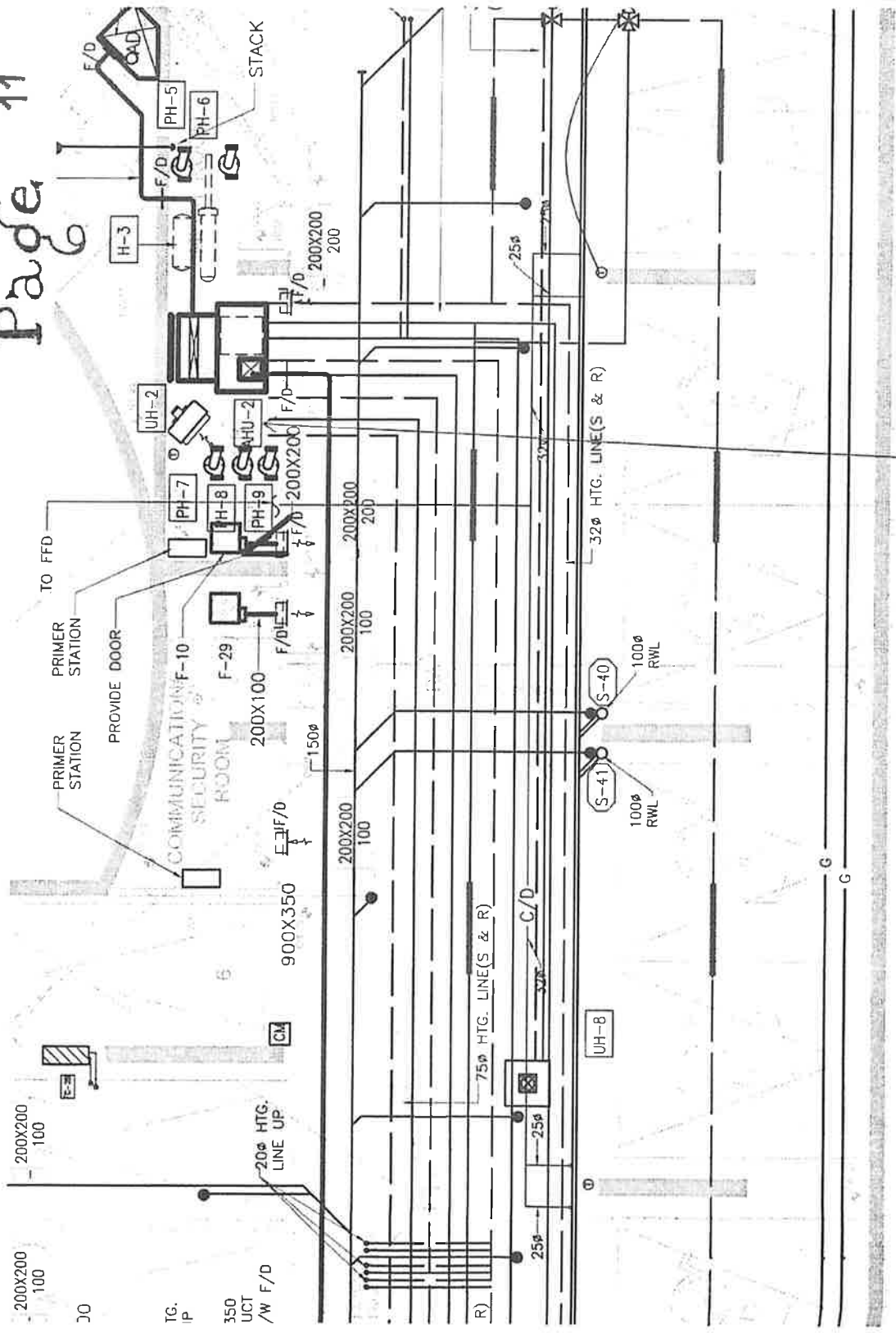
Project: 144 Park Street; WATERLOO, ONTARIO

System:	Heating~Cooling	Location:	Risers	Drawing:	M-21
---------	-----------------	-----------	--------	----------	------

CBV No.	RISER	Location	Size Ø Inches	Design Flow USGPM	Final Setting		Valve Position Turns Open	Notes
					ΔP 430	Flow USGPM		
1	1		2 1/2	58.16	430.00	74.0	5.0	
2	2		2 1/2	60.76	860.00	27.0	4.0	
3	3		2 1/2	28.60	834.70	28.5	4.0	
4	4		2 1/2	58.66	--	49.0	5.5	
5	5		2 1/2	62.75	--	55.0	5.3	
6	6		2 1/2	56.16	--	63.0	5.5	
7	7		2 1/2	47.24	--	60.0	5.5	
8	8		2 1/2	58.02	2.20	58.0	5.0	
9	9		2 1/2	44.64	1.00	40.0	5.0	
10	10		2 1/2	58.66	1.10	44.0	5.3	
11	11		2 1/2	58.16	1.30	56.0	5.8	
12	12		2 1/2	38.61	0.70	38.0	6.0	
13	13		2 1/2	62.20	1.60	52.0	5.0	
14	14		2 1/2	44.64	1.00	40.0	5.0	
15	1	Not Located	--	11.53	--	--	--	
16	2	3rd Flr ~ Mech	1 1/4	11.53	1.00	11.0	4.0	
17	3	3rd Flr ~ Park'g	1 1/4	11.53	1.40	16.2	4.0	Armstrong
18	3A	Parking #3	1 1/4	11.53	1.00	14.0	4.0	Armstrong
19	10	Parking #10	1 1/4	11.53	1.25	12.0	4.0	
20	10A	3rd Fl~ Parking	1 1/4	11.53	0.70	12.0	1.0	Armstrong
21	10B	3rd Fl~ locker	1 1/4	11.53	0.40	8.5	1.0	Armstrong
22	11	3rd Fl~ locker	1 1/4	11.53	1.10	11.5	4.0	
23	12	3rd Fl~ Fitness	1 1/4	9.41	1.90	19.0	4.0	Armstrong
24	13	3rd Fl~ Fitness	1 1/4	3.51	0.90	3.0	2.0	
25	14	Not Located	--	2.60	--	--	--	
26	15	Not Located	--	2.60	--	--	--	
27	AHU-2	P1~ Mech. Rm	2	31.00	3.25	43.0	4.0	Armstrong
P-3A & P-3B, TOTAL				878.62		834.70		(1) (2)

Notes:
 Circuit Balancing Valves (CBV) ~ TOUR & ANDERSSON type...unless otherwise NOTED
 (1) Total hydronic flow rate established to be ~ 835 GPM...with 3 CBVs not included~not accessible for testing;
 ...missing CBV-15, CBV-25 & CBV-26 (11.53 + 2.60 + 2.60) = 16.73 GPM not included...
 (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application

Page 11 of 13



AHU-2
 DESIGN FLOW RATE: 31 GPM
 ACTUAL FLOW RATE: 43.0 GPM - CBV # 27

NO.	BY	AS BUILT	DESCRIPTION	DATE



TRACE ENGINEERING LTD.
 605 Consumers Road, Unit 604
 Toronto, Ontario
 M2J 4X8
 Tel: 416 391 2633
 Fax: 416 391 1354
 www.trace-engineering.com

PARKING LEVEL 1

144 PARK STREET

WATERLOO ONTARIO

PROJECT NUMBER 10-016 SCALE 1:100

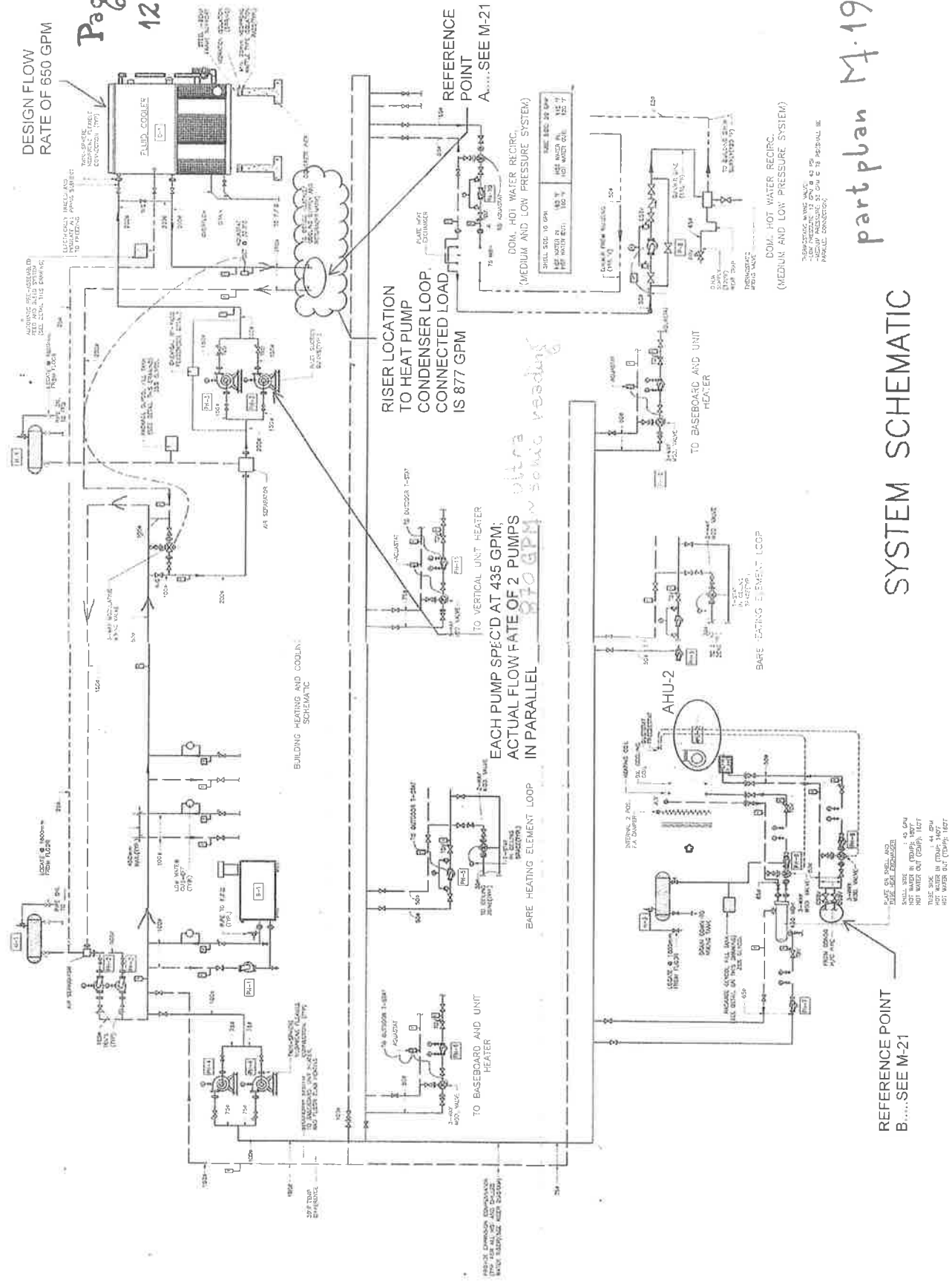
DRAWN CY DRAWING NUMBER M-3

REVIEWED HY OF 27

part plan

DESIGN FLOW RATE OF 650 GPM

Page 12 of 13



part plan M-19

SYSTEM SCHEMATIC

REFERENCE POINT B SEE M-21

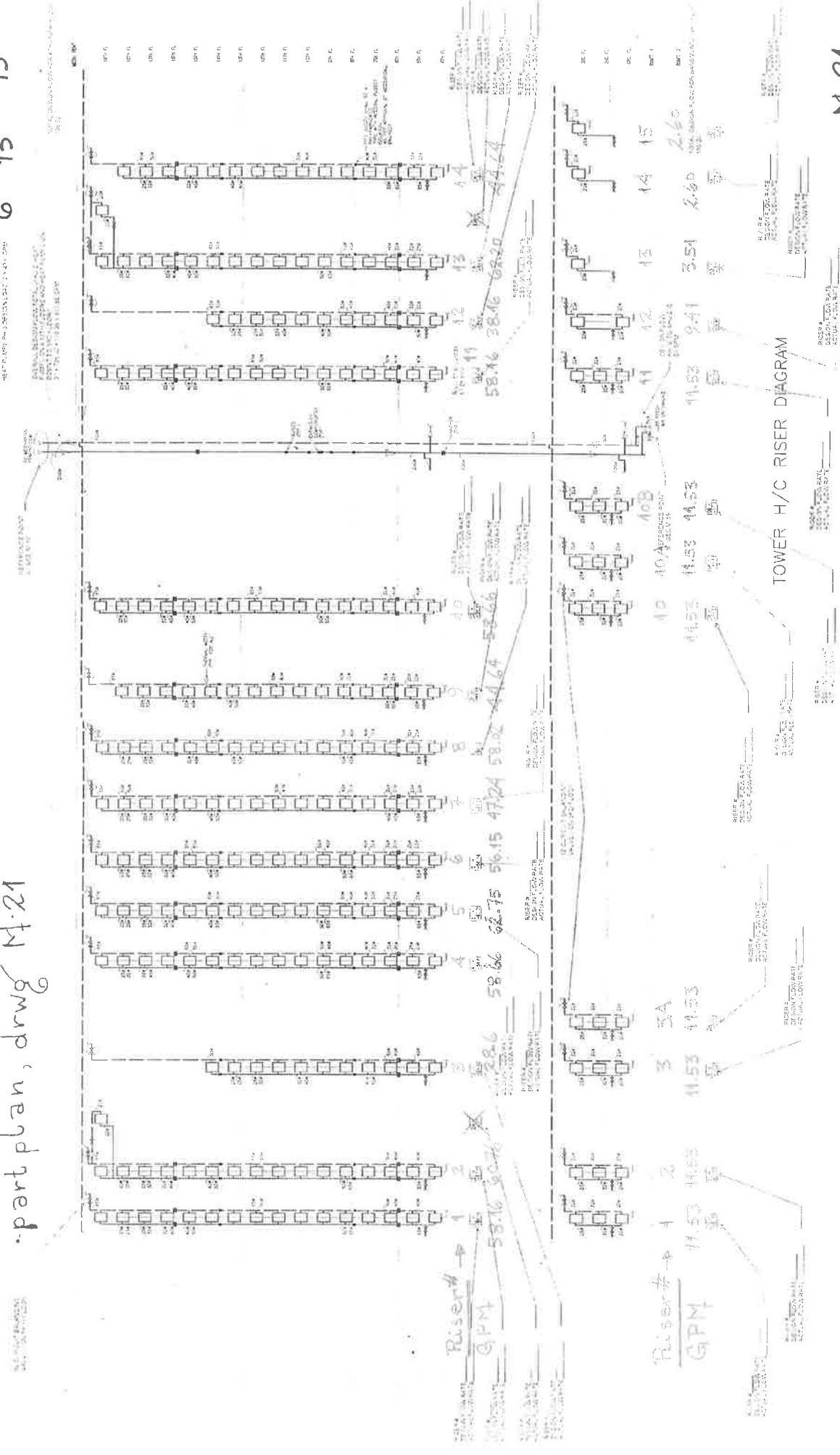
DOM - HOT WATER RECIRC. (MEDIUM AND LOW PRESSURE SYSTEM)

TEMPERATURE RANGE
- LOW PRESSURE: 110°F @ 40 GPM
- MEDIUM PRESSURE: 120°F @ 40 GPM
- HIGH PRESSURE: 130°F @ 40 GPM
- MINIMUM: 100°F @ 10 GPM
- MAXIMUM: 180°F @ 10 GPM

PUMP ON SHUT-OFF
TUBE SIDE: 45 GPM
HOT WATER OUT (TEMP): 182°F
TUBE SIDE: 44 GPM
HOT WATER OUT (TEMP): 187°F

144 Park Str. ~ Waterloo, ON
 part plan, drwg M-21

Page 13 of 13



M-21



21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
 Tel. (416) 252 – 3232 Fax (416) 252 – 1968

**HYDRONIC HVAC TESTING & BALANCING
 Instrument Certificates**

FOR

**144 Park Street
 Waterloo, Ontario**

AABC Annual Membership Certificate 2018

¹Certified Test & Balance Technician Certificates 2018 / ²Test & Balance Specialist Certificate 2018

1. George Novak¹
2. Hussein Abdo^{1 2}

Itemized Certificates of Calibration

Clamp Meter (Amps & Volts)

1. FLUKE, model 32.....Calibration Date: MAY 23, 2017

Hydronic Manometer

1. Tour & Andersson (T&A), model CBI mark II...Calibration Date: MAY 30, 2017

Hydronic Ultra Sonic Flow Meter

1. Spire Metering, model RH20.....Calibration Date: APRIL 1, 2016



Associated Air Balance Council

Annual Membership Certificate

Awarded to

Pro-Air Testing Inc.

as a member in good standing of the Associated Air Balance Council for the year

2018

This member has met all requirements for membership and is entitled to all rights and privileges of AABC certification. This certificate is renewable on an annual basis and expires December 31, 2018.



Michael Delcamp
Michael Delcamp, President

Kenneth M. Sulka
Kenneth M. Sulka, Executive Director



Associated Air Balance Council

Annual Certificate

Awarded to

Hussein Abdo

Pro-Air Testing Inc.

In recognition of his qualifications as a

Certified Test and Balance Specialist

under the rules, regulations, and requirements of the Associated Air Balance Council. The above named is fully authorized to perform total system balance in accordance with the standards as established by the AABC and as a member of the Associated Air Balance Council for the year

2018

This registration number 17-00-87 is fully recognized by the bylaws and charter of this professional association. Certification is renewable on an annual basis after examination of the agency's record for the preceding year. This certificate expires December 31, 2018.



Michael Deleamp
Michael Deleamp, President

Kenneth M. Sufka
Kenneth M. Sufka, Executive Director

This is to certify that Hussein Abdoof Pro-Air Testing Inc.
is a HVAC Testing & Balancing Technician in good standing.For the year 2018

CERT. NO. 107

PRESIDENT


THE CANADIAN ASSOCIATED AIR BALANCE COUNCIL

Hereby certifies that

ABDO HUESSEIN

*has met all the requirements and passed the necessary examination to perform
testing and balancing as a CAABC*

Certified Test and Balance Technician for

PRO-AIR TESTING INC.

*This registration number 441 is issued on January 1, and is valid for the year
2018. This certificate is renewable on an annual basis after the review of the
Agency's record for the preceding year.*

DON F.C. MOWAT, CAABC PRESIDENT



This is to certify that George Novak

of Pro-Air Testing Inc.
is a HVAC Testing & Balancing Technician in good standing.

For the year 2018

CERT. NO. 106

DFC Mowat
PRESIDENT

THE CANADIAN ASSOCIATED AIR BALANCE COUNCIL

Hereby certifies that

GEORGE NOVAK

*has met all the requirements and passed the necessary examination to perform
testing and balancing as a CAABC*

Certified Test and Balance Technician for

PRO-AIR TESTING INC.

*This registration number 441 is issued on January 1, and is valid for the year
2018. This certificate is renewable on an annual basis after the review of the
Agency's record for the preceding year.*

DFC Mowat

DON F.C. MOWAT CAABC PRESIDENT



CERTIFICATE OF CALIBRATION

This instrument was calibrated on the date shown to manufacturer's specifications using standards with accuracies traceable to National Institute of Standards and Technology (NIST) and in compliance with ISO/IEC-17025:2005. Calibration results relate to this item only.

Description:	Clamp Meter	Customer:	Pro-Air Testing
		Customer Code:	PROAIR
Manufacturer	Fluke	Customer P.O.:	
Model:	32	E & E Ref.:	EE992444-6
Serial:	76952251	Asset No:	2707
Date of Receipt:	May, 16, 2017	Procedure:	As per manufacturer
Condition on Receipt:	In Spec.	As Left Condition:	In Tolerance

Uncertainty Statement : The reported expanded measurement uncertainty (see current published Calibration Scope) is stated as the standard uncertainty measurement multiplied by the coverage factor $K = 2$, which for a normal distribution corresponds to a coverage probability of approximately 95 percent. The test accuracy ratio of this calibration is at least 4:1 unless otherwise stated in the remarks at the end of the tabulation of results.

Standards Used in Calibration

Instrument	Model	Serial No.	Traceability No.	Recall Date
Fluke	5500A	C-100	42265	28-Oct-17

Environmental Conditions:

Temperature: 22.4°C
Humidity: 52%Rh

Calibration Date: May, 23, 17
Customer Due date: May, 23, 18

Calibration by: D. M.
Technician

Reviewed by: 
Quality Rep.

Note: This Certificate may not be reproduced other than in full except with prior written approval of the issuing laboratory.

Form: CAL001 Rev 2

Page 1 of 2

CALIBRATION DATA

Function	Standard applied		Low limit	High limit	Reading	Result
Vac	10 V	60 Hz	9.6 V	10.4 V	10.0 V	Pass
	50 V	"	49.1 V	50.9 V	50.0 V	Pass
	100 V	"	98.5 V	101.5 V	99.9 V	Pass
	190 V	"	187.4 V	192.6 V	189.2 V	Pass
	200 V	"	194.6 V	205.4 V	199 V	Pass
	400 V	"	392.2 V	407.8 V	401 V	Pass
	600 V	"	589.8 V	610.2 V	601 V	Pass
Ω	10 Ω		9.7 Ω	10.4 Ω	10.1 Ω	Pass
	50 Ω		49.1 Ω	51.0 Ω	49.8 Ω	Pass
	100 Ω		98.3 Ω	101.7 Ω	99.6 Ω	Pass
	190 Ω		187.0 Ω	193.1 Ω	188.9 Ω	Pass
Aac	50 A	60 Hz	48.3 A	51.7 A	49.9 A	Pass
	100 A	"	97.4 A	102.6 A	101.3 A	Pass
	150 A	"	146.5 A	153.5 A	152.2 A	Pass
	200 A	"	188.4 A	211.6 A	204 A	Pass
	300 A	"	291.1 A	308.9 A	305 A	Pass
	400 A	"	389.8 A	410.2 A	403 A	Pass
	500 A	"	488.5 A	511.5 A	498 A	Pass



CERTIFICATE OF CALIBRATION

This instrument was calibrated on the date shown to manufacturer's specifications using standards with accuracies traceable to National Institute of Standards and Technology (NIST) and in compliance with ISO/IEC-17025:2005. Calibration results relate to this item only.

Description:	Water Balance Meter	Customer:	Pro-Air Testing
		Customer Code:	PROAIR
Manufacturer	TA	Customer P.O.:	
Model:	CBI II	E & E Ref.:	992444-5
Serial:	0212511	Asset No:	2070
Tolerance:	+/- 1%	Range (Full):	0-60ftWC
Date of Receipt:	5/16/17	Procedure:	As Per Factory
Condition on Receipt:	In Tolerance	As Left Condition:	In Tolerance

Uncertainty Statement : The reported expanded measurement uncertainty (see current published Calibration Scope) is stated as the standard uncertainty measurement multiplied by the coverage factor $K = 2$, which for a normal distribution corresponds to a coverage probability of approximately 95 percent. The test accuracy ratio of this calibration is at least 2:1 unless otherwise stated in the remarks at the end of the tabulation of results.

Standards Used in Calibration

Instrument	Model	Serial No.	Traceability No.	Recall Date
Pressure Module	BetaPort-P	1196023	11373309102015	Sept 10, 17

Environmental Conditions:

Temperature: 75°F
 Humidity: 42%RH
 Barometric Pressure: 29.2inHg
 Calibration Date: May 30, 17
 Customer Due date: May 30, 18

Calibration by: _____

Technician

Reviewed by: _____

Quality Rep.

Note: This Certificate may not be reproduced other than in full except with prior written approval of the issuing laboratory.

Form: CAL001 Rev 2

Page 1 of 2

TABULATION OF RESULTS

Model: CBI II E & E Ref.: 992444-5
Serial: 0212511 Asset No: 2070

As Found

As Left

Standard (Ft. WC)	UUT (Ft. WC)	Error (in. WC)	Standard (Ft. WC)	UUT (Ft. WC)	Error (Ft. WC)
0.00	0	0	0.00	0	0
1.00	0.9725	-.0275	1.00	0.9725	-.0275
2.00	2.002	.002	2.00	2.002	.002
4.00	3.949	-.051	4.00	3.949	-.051
8.00	7.960	-.04	8.00	7.960	-.04
10.00	9.967	-.033	10.00	9.967	-.033
15.00	14.95	-.05	15.00	14.95	-.05
20.00	19.93	-.07	20.00	19.93	-.07
40.00	40.05	.05	40.00	40.05	.05
60.00	60.24	.24	60.00	60.24	.24

Remarks:



Ultrasonic Flowmeter Calibration Certificate

249 Cedar Hill Street
Marlborough, MA 01752, USA
TEL: 1-978-263-7100
FAX: 1-978-418-9170
support@spiremi.com

Model: RH20 Certificate No.: 201605077
Serial No.: 81601924 Procedure: Flow Cali
Pipe Size: Φ50 Pipe Material: PVC
Fluid: Tap Water Transit-Time Ratio: 100.79
Signal Intensity: 76.7-76.8 Signal Quality: 79-92
Transducer: HS Method: Calibration by Comparison

Scale Factor: 1.031

Flow Rate	Reference Reading (m ³ /h)			Meter Reading (m ³ /h)			Error (%)		
	1	2	3	1	2	3	K1	K2	K3
Low	8.71	8.72	8.73	8.470	8.480	8.490	0.259	0.262	0.266
Medium	16.87	16.88	16.89	16.370	16.380	16.390	0.044	0.046	0.048
High	24.47	24.48	24.49	23.870	23.880	23.890	0.572	0.573	0.574
Summary	PASS								

The reference flowmeter is a high-accuracy electromagnetic flowmeter, MAG888. It has been calibrated to an accuracy of ±0.25% in National Institute of Science and Technology, USA.

Technician: James
Verification Officer: Carly
Calibration Date: 2016-6-23

Calibration Standard: NIST
Std. Last Verified: April 1, 2016
Std. Next Verify Due: April 1, 2018

Appendix D

Building Floor Plans with Riser Locations



GENERAL NOTES:

1. PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE WORK SHOWN ON THESE PLANS.
2. VERIFY ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO CONSTRUCTION.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM CODE (NFPA).
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
9. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT MANAGER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL RECORDS.
11. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.
15. ALL WORK SHALL BE SUBJECT TO THE SUPERVISION OF THE PROJECT MANAGER.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL RECORDS.
17. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC.



THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS AND UTILITIES PRIOR TO CONSTRUCTION.

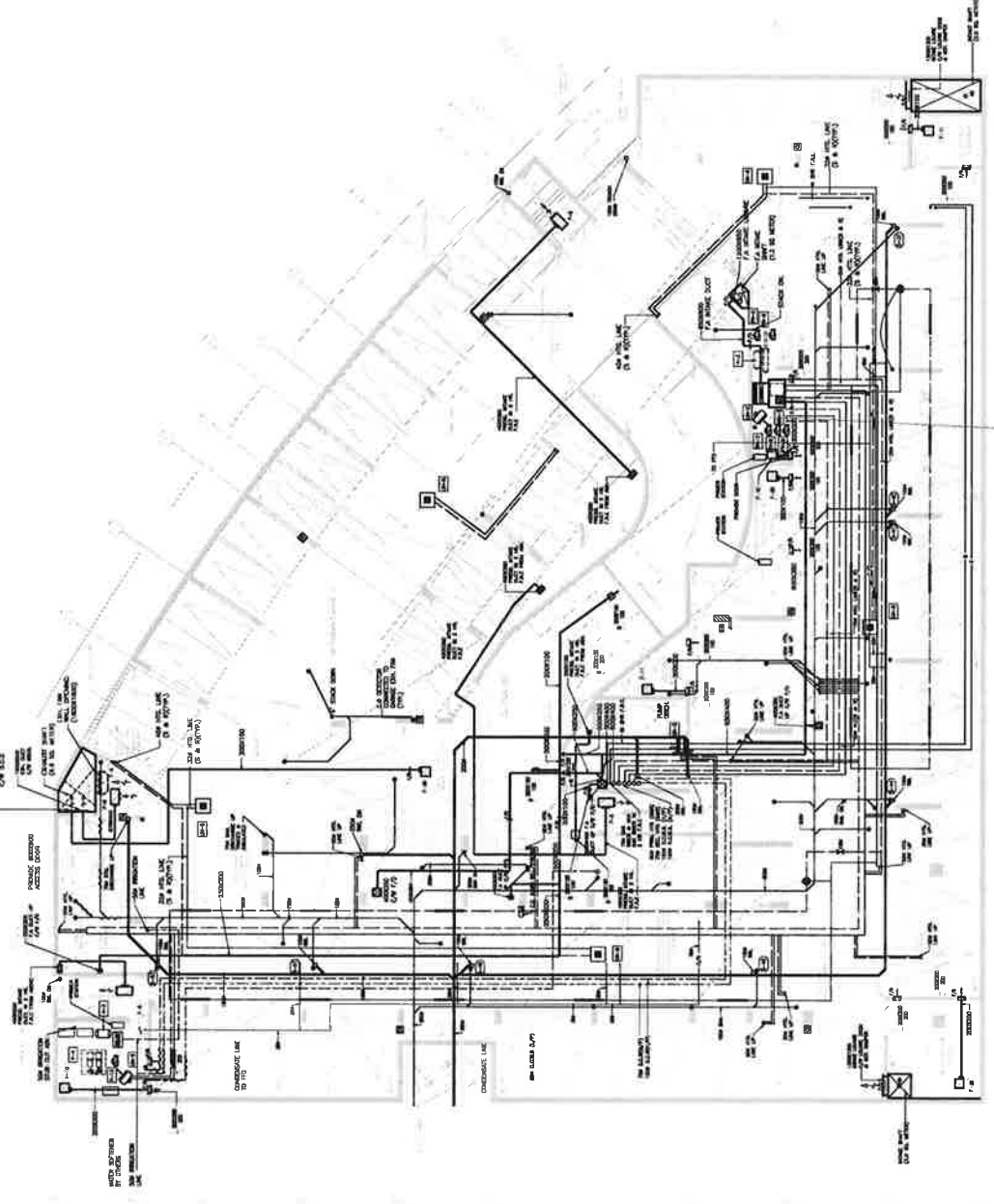
NO.	DATE	DESCRIPTION
1	10-01-16	ISSUED FOR PERMIT
2	10-01-16	ISSUED FOR CONSTRUCTION
3	10-01-16	ISSUED FOR AS-BUILT

TRACK ENGINEERING LLC
 144 PARK STREET
 SUITE 200
 BOSTON, MA 02114
 TEL: 617-552-1234
 FAX: 617-552-1235
 WWW.TRACKENGINEERING.COM

PARKING LEVEL 25
144 PARK STREET

DATE: 10-01-16
 SCALE: 1:100
 DRAWN BY: CY
 CHECKED BY: M-3
 PROJECT NO.: 16-001-001

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10-01-16
2	ISSUED FOR CONSTRUCTION	10-01-16
3	ISSUED FOR AS-BUILT	10-01-16



PLEASE REFER TO THE SITE PLAN FOR THE EXACT LOCATION OF THE EQUIPMENT.

RED = HEATING DEFICIENCY

BLUE = COOLING DEFICIENCY

PINK = RISER WITH LOW FLOW
(>15%)

F.A. GRILLE SCHEDULE	
GRILLE NO.	TYPE
1	12" x 12" VAV
2	12" x 12" VAV
3	12" x 12" VAV
4	12" x 12" VAV
5	12" x 12" VAV
6	12" x 12" VAV
7	12" x 12" VAV
8	12" x 12" VAV
9	12" x 12" VAV
10	12" x 12" VAV
11	12" x 12" VAV
12	12" x 12" VAV
13	12" x 12" VAV
14	12" x 12" VAV
15	12" x 12" VAV
16	12" x 12" VAV
17	12" x 12" VAV
18	12" x 12" VAV
19	12" x 12" VAV
20	12" x 12" VAV
21	12" x 12" VAV
22	12" x 12" VAV
23	12" x 12" VAV
24	12" x 12" VAV
25	12" x 12" VAV
26	12" x 12" VAV
27	12" x 12" VAV
28	12" x 12" VAV
29	12" x 12" VAV
30	12" x 12" VAV
31	12" x 12" VAV
32	12" x 12" VAV
33	12" x 12" VAV
34	12" x 12" VAV
35	12" x 12" VAV
36	12" x 12" VAV
37	12" x 12" VAV
38	12" x 12" VAV
39	12" x 12" VAV
40	12" x 12" VAV
41	12" x 12" VAV
42	12" x 12" VAV
43	12" x 12" VAV
44	12" x 12" VAV
45	12" x 12" VAV
46	12" x 12" VAV
47	12" x 12" VAV
48	12" x 12" VAV
49	12" x 12" VAV
50	12" x 12" VAV

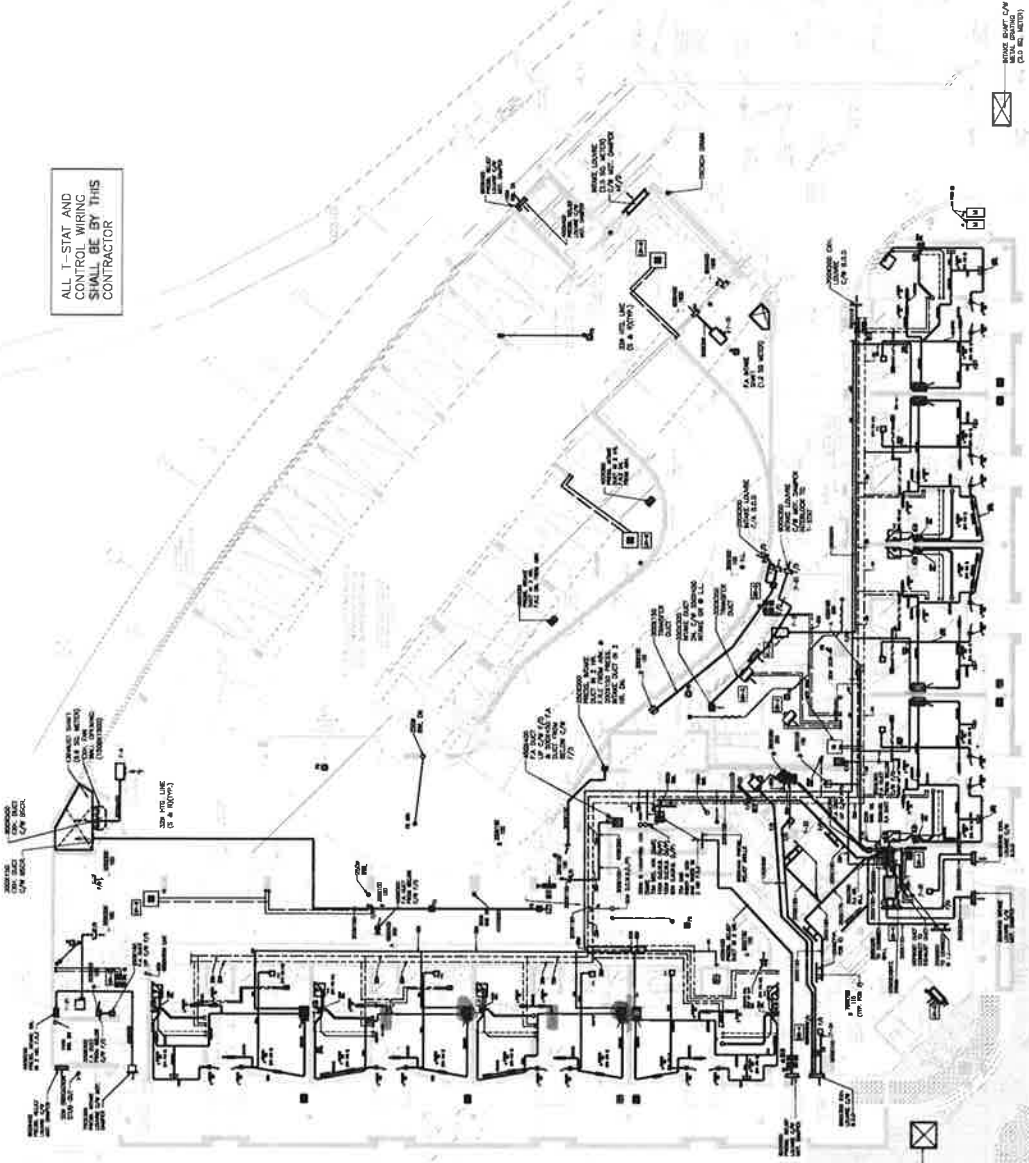
GENERAL NOTES:

- 1. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 2. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 3. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 4. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 5. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 6. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 7. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 8. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 9. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 10. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 11. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 12. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 13. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 14. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 15. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 16. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 17. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 18. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 19. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 20. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.

GRILLE SCHEDULE

GRILLE NO.	TYPE	SIZE	STATUS
1	VAV	12" x 12"	OK
2	VAV	12" x 12"	OK
3	VAV	12" x 12"	OK
4	VAV	12" x 12"	OK
5	VAV	12" x 12"	OK
6	VAV	12" x 12"	OK
7	VAV	12" x 12"	OK
8	VAV	12" x 12"	OK
9	VAV	12" x 12"	OK
10	VAV	12" x 12"	OK
11	VAV	12" x 12"	OK
12	VAV	12" x 12"	OK
13	VAV	12" x 12"	OK
14	VAV	12" x 12"	OK
15	VAV	12" x 12"	OK
16	VAV	12" x 12"	OK
17	VAV	12" x 12"	OK
18	VAV	12" x 12"	OK
19	VAV	12" x 12"	OK
20	VAV	12" x 12"	OK
21	VAV	12" x 12"	OK
22	VAV	12" x 12"	OK
23	VAV	12" x 12"	OK
24	VAV	12" x 12"	OK
25	VAV	12" x 12"	OK
26	VAV	12" x 12"	OK
27	VAV	12" x 12"	OK
28	VAV	12" x 12"	OK
29	VAV	12" x 12"	OK
30	VAV	12" x 12"	OK
31	VAV	12" x 12"	OK
32	VAV	12" x 12"	OK
33	VAV	12" x 12"	OK
34	VAV	12" x 12"	OK
35	VAV	12" x 12"	OK
36	VAV	12" x 12"	OK
37	VAV	12" x 12"	OK
38	VAV	12" x 12"	OK
39	VAV	12" x 12"	OK
40	VAV	12" x 12"	OK
41	VAV	12" x 12"	OK
42	VAV	12" x 12"	OK
43	VAV	12" x 12"	OK
44	VAV	12" x 12"	OK
45	VAV	12" x 12"	OK
46	VAV	12" x 12"	OK
47	VAV	12" x 12"	OK
48	VAV	12" x 12"	OK
49	VAV	12" x 12"	OK
50	VAV	12" x 12"	OK

ALL T-STAT AND CONTROL WIRING SHALL BE BY THIS CONTRACTOR



GROUND FLOOR 2

144 PARK STREET

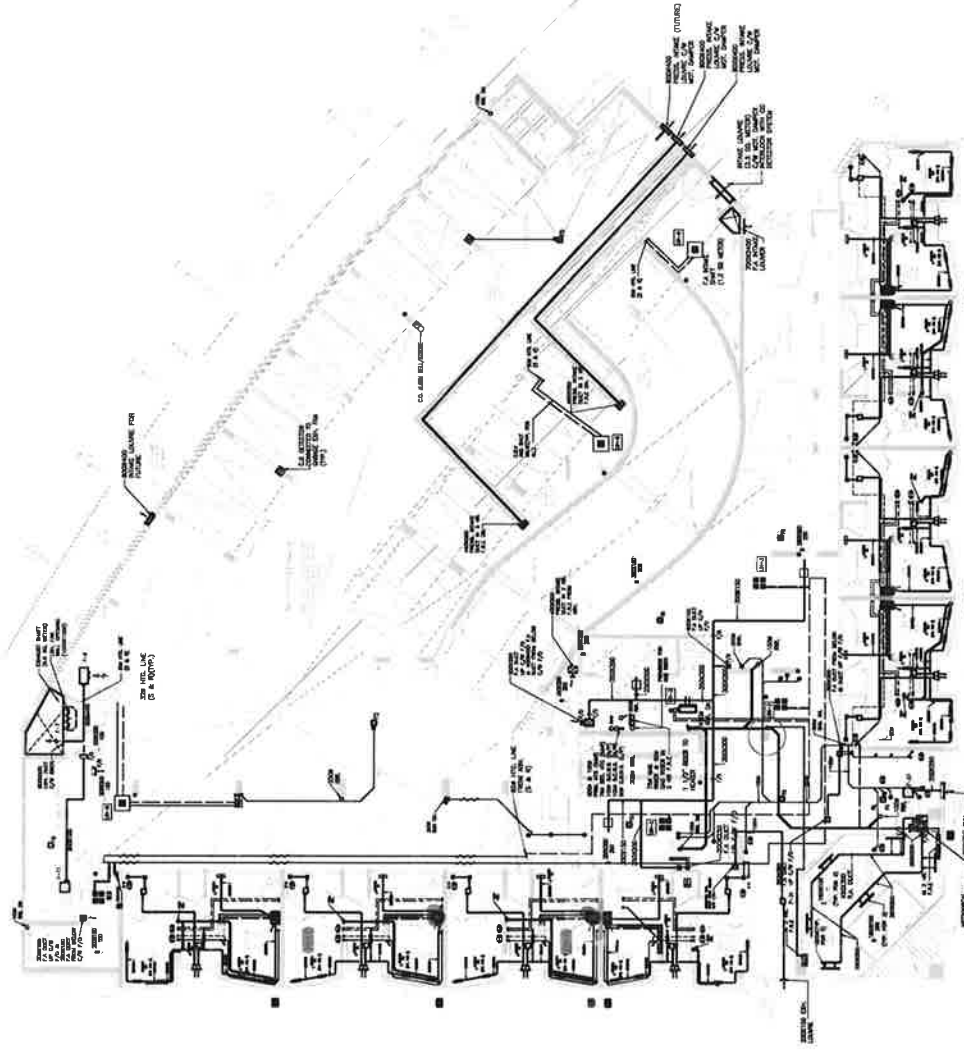
PROJECT NUMBER:	10-016	SCALE:	1:100
DRAWN BY:	CY	DATE:	M-4
REVISIONS:	EY	DATE:	07

MECHANICAL LIMITED
ENGINEERING CONSULTANTS
AND ARCHITECTS

- 1. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 2. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 3. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 4. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 5. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 6. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 7. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 8. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 9. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.
- 10. ALL WORK IS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS ANGELES MECHANICAL CODE.

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)

GENERAL NOTES	
1.	ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR MECHANICAL CONTRACTS.
2.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.
3.	ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4.	THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
5.	ALL MATERIALS AND EQUIPMENT SHALL BE STORED IN AN APPROPRIATE MANNER.
6.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7.	ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LOS ANGELES.
8.	THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL WORK PERFORMED.
9.	ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR MECHANICAL CONTRACTS.
10.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.



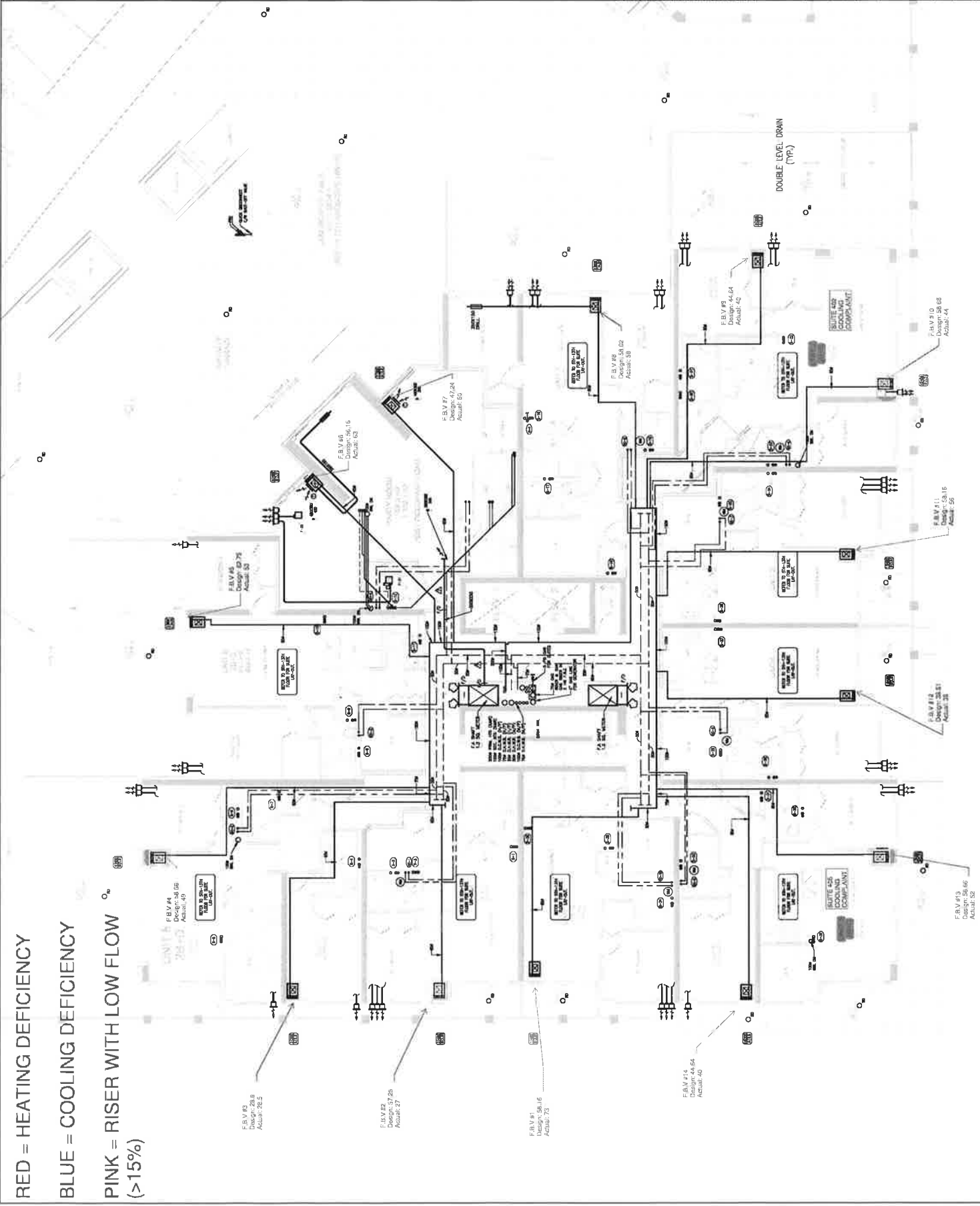
BRILLO SCHEDULE	
NO.	DESCRIPTION
1	...
2	...
3	...
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19	...
20	...

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR MECHANICAL CONTRACTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
 5. ALL MATERIALS AND EQUIPMENT SHALL BE STORED IN AN APPROPRIATE MANNER.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LOS ANGELES.
 8. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL WORK PERFORMED.
 9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR MECHANICAL CONTRACTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.

WELCO MECHANICAL LIMITED
 1000 WILSON AVENUE
 LOS ANGELES, CA 90017
 TEL: (213) 475-1111
 FAX: (213) 475-1112

NO.	DESCRIPTION	DATE
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16
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18
19
20

2ND FLOOR PLAN
 144 PARK STREET
 51
 8
 10-016
 1:100
 M-6
 RY
 77



RED = HEATING DEFICIENCY
BLUE = COOLING DEFICIENCY
PINK = RISER WITH LOW FLOW (>15%)

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY AND RE-VERIFY ALL RISERS TO BE INSTALLED IN THE FIELD.
2. RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
3. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
4. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
5. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
6. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
7. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
8. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
9. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.
10. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF BOSTON, DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION.

DRILL SCHEDULE

NO.	SIZE	DEPTH	DATE
1	1/2"	10'	10/11/10
2	3/4"	10'	10/11/10
3	1"	10'	10/11/10
4	1 1/4"	10'	10/11/10
5	1 1/2"	10'	10/11/10
6	2"	10'	10/11/10
7	2 1/2"	10'	10/11/10
8	3"	10'	10/11/10
9	3 1/2"	10'	10/11/10
10	4"	10'	10/11/10
11	4 1/2"	10'	10/11/10
12	5"	10'	10/11/10
13	5 1/2"	10'	10/11/10
14	6"	10'	10/11/10
15	6 1/2"	10'	10/11/10
16	7"	10'	10/11/10
17	7 1/2"	10'	10/11/10
18	8"	10'	10/11/10
19	8 1/2"	10'	10/11/10
20	9"	10'	10/11/10
21	9 1/2"	10'	10/11/10
22	10"	10'	10/11/10

FIELD MECHANICAL LOGS
 TO BE MAINTAINED BY THE CONTRACTOR THROUGHOUT THE PROJECT AND TO BE SUBMITTED TO THE ARCHITECT AT THE END OF THE PROJECT.

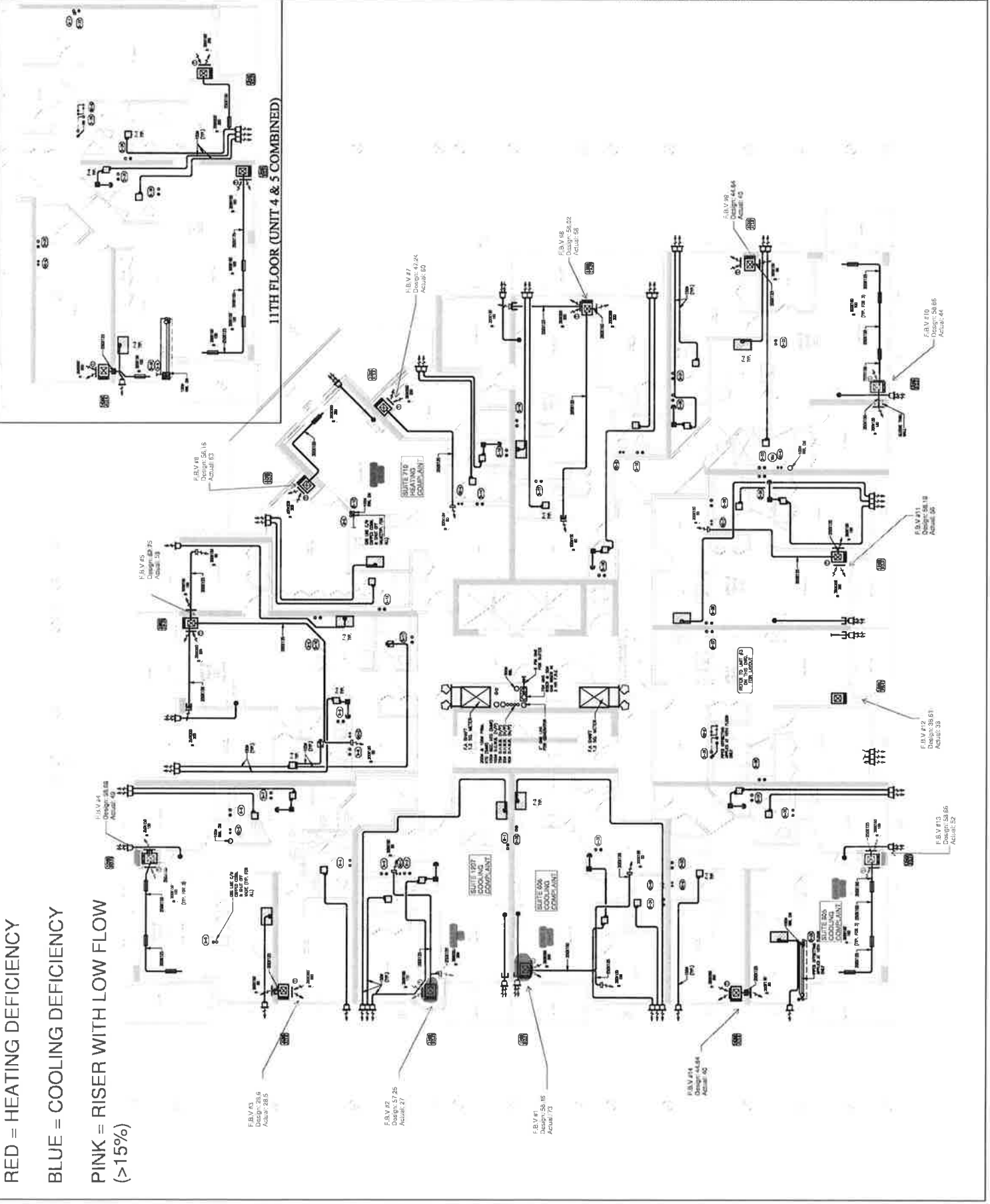
RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)

11TH FLOOR (UNIT 4 & 5 COMBINED)

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF ALBUQUERQUE.
 2. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
 3. ALL MEASUREMENTS SHALL BE TAKEN FROM THE FINISH FLOOR TO THE CENTERLINE OF THE PIPE UNLESS OTHERWISE NOTED.
 4. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF ALBUQUERQUE.
 6. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF ALBUQUERQUE.
 8. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY AND COUNTY OF ALBUQUERQUE.
 10. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.

GRILLE SCHEDULE	
TYPE	SIZE
1	16" x 24"
2	18" x 24"
3	20" x 24"
4	22" x 24"
5	24" x 24"
6	26" x 24"
7	28" x 24"
8	30" x 24"
9	32" x 24"
10	34" x 24"
11	36" x 24"
12	38" x 24"
13	40" x 24"
14	42" x 24"
15	44" x 24"
16	46" x 24"
17	48" x 24"
18	50" x 24"
19	52" x 24"
20	54" x 24"
21	56" x 24"
22	58" x 24"
23	60" x 24"
24	62" x 24"
25	64" x 24"
26	66" x 24"
27	68" x 24"
28	70" x 24"
29	72" x 24"
30	74" x 24"
31	76" x 24"
32	78" x 24"
33	80" x 24"
34	82" x 24"
35	84" x 24"
36	86" x 24"
37	88" x 24"
38	90" x 24"
39	92" x 24"
40	94" x 24"
41	96" x 24"
42	98" x 24"
43	100" x 24"

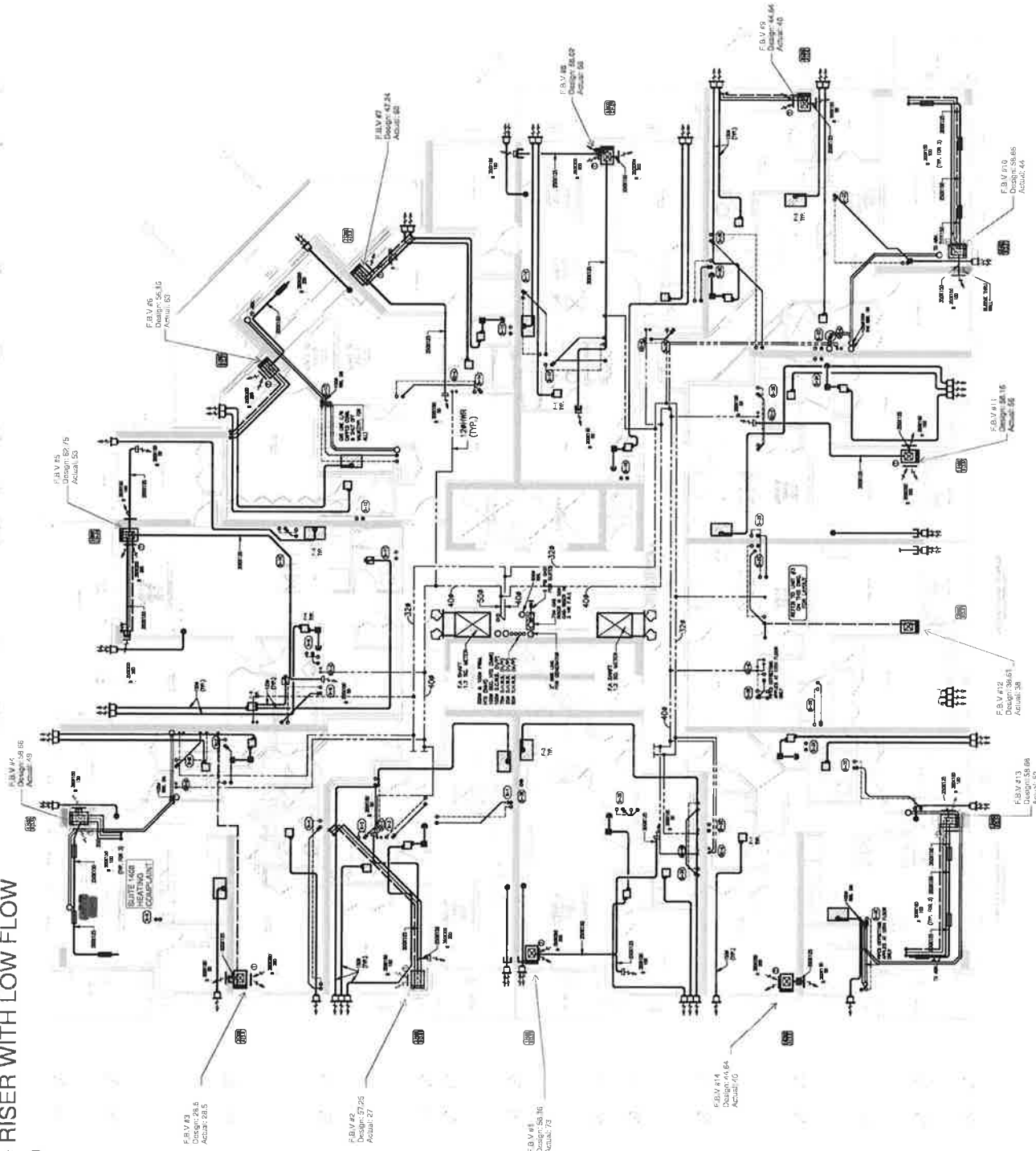
THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.



144 PARK STREET
 5TH FLOOR
 PROJECT NO. 10-016
 DATE: 10-01-2011
 DRAWN BY: CY
 CHECKED BY: M-12
 HY

OF 27

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



- GENERAL NOTES:**
1. UNLESS OTHERWISE NOTED, ALL RISERS AND PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 2. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 3. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 4. ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 5. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 6. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 7. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 8. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 9. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
 10. UNLESS OTHERWISE NOTED, ALL RISERS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.

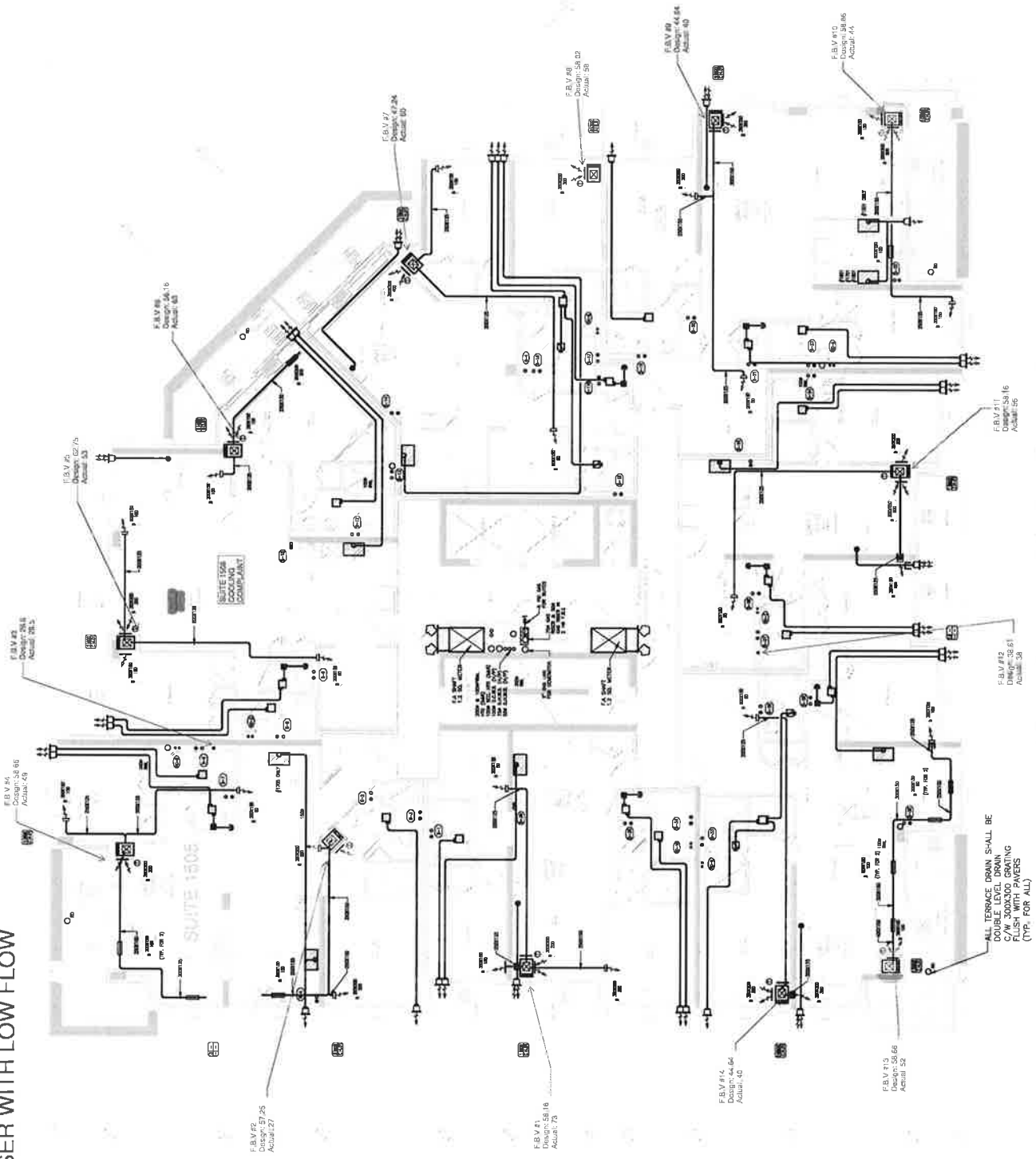
DRILLE SCHEDULE

NO.	SIZE	DEPTH	LOCATION
1	1/2"	12"	...
2	3/4"	18"	...
3	1"	24"	...
4	1 1/4"	30"	...
5	1 3/4"	36"	...
6	2"	42"	...
7	2 1/4"	48"	...
8	2 3/4"	54"	...
9	3"	60"	...
10	3 1/4"	66"	...
11	3 3/4"	72"	...
12	4"	78"	...
13	4 1/4"	84"	...
14	4 3/4"	90"	...
15	5"	96"	...
16	5 1/4"	102"	...
17	5 3/4"	108"	...
18	6"	114"	...
19	6 1/4"	120"	...
20	6 3/4"	126"	...
21	7"	132"	...
22	7 1/4"	138"	...
23	7 3/4"	144"	...
24	8"	150"	...
25	8 1/4"	156"	...
26	8 3/4"	162"	...
27	9"	168"	...
28	9 1/4"	174"	...
29	9 3/4"	180"	...
30	10"	186"	...
31	10 1/4"	192"	...
32	10 3/4"	198"	...
33	11"	204"	...
34	11 1/4"	210"	...
35	11 3/4"	216"	...
36	12"	222"	...
37	12 1/4"	228"	...
38	12 3/4"	234"	...
39	13"	240"	...
40	13 1/4"	246"	...
41	13 3/4"	252"	...
42	14"	258"	...
43	14 1/4"	264"	...
44	14 3/4"	270"	...
45	15"	276"	...
46	15 1/4"	282"	...
47	15 3/4"	288"	...
48	16"	294"	...
49	16 1/4"	300"	...
50	16 3/4"	306"	...

NEED MECHANICAL LIMITED
 CONSULTING ENGINEERS
 1400 N. LAKE STREET
 CHICAGO, ILL. 60610
 TEL: 312.467.1000
 FAX: 312.467.1001

14TH FLOOR PLAN
 144 PARK STREET
 PROJECT NUMBER: 10-016
 SCALE: 1/8"=1'-0"
 DATE: M-13
 SHEET: 27

RED = HEATING DEFICIENCY
BLUE = COOLING DEFICIENCY
PINK = RISER WITH LOW FLOW
 (>15%)



GENERAL NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 9. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 10. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.

GRILLE SCHEDULE

NO.	DESCRIPTION	SIZE	TYPE	LOCATION
1
2
3
4
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6
7
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12
13
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16
17
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20

NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.
 5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT AND MATERIALS BEFORE BEGINNING WORK.

MECHANICAL LIMITED

NO.	DESCRIPTION	DATE
1
2
3
4
5
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7
8
9
10
11
12
13
14
15
16
17
18
19
20



5TH-17TH FLOOR PLAN
144 PARK STREET
03
M-14
 DRAWN BY: CY
 CHECKED BY: EY
 DATE: 10-01-16
 SCALE: 1:50
 SHEET NO. 27 OF 27

RED = HEATING DEFICIENCY

BLUE = COOLING DEFICIENCY

PINK = RISER WITH LOW FLOW
(>15%)

- GENERAL NOTES:**
1. WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
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 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CONTRACT DOCUMENT, 15th EDITION, 2018.

SHRILL SCHEDULE

NO.	DESCRIPTION	QTY
1
2
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10

NEED MECHANICAL LIMITED
REVISIONS SHOWN ON
THIS DRAWING

REVISIONS

NO.	DATE	DESCRIPTION
1
2
3
4
5
6
7
8
9
10

SCALE: 1:50

PROJECT NUMBER: 10-016

DRAWN BY: CY

CHECKED BY: EY

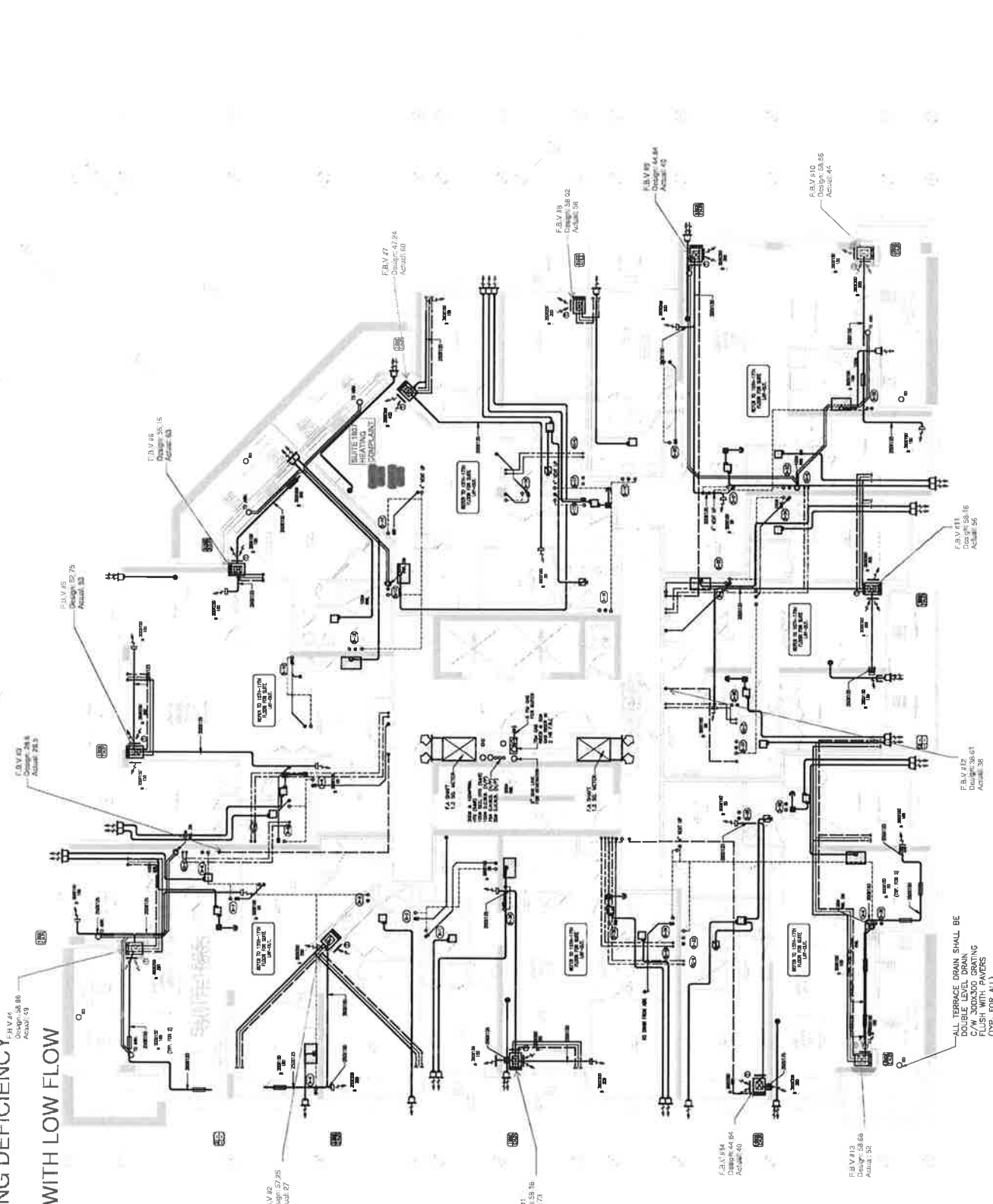
18TH FLOOR PLAN
144 PARK STREET

DATE: 07/15/2018

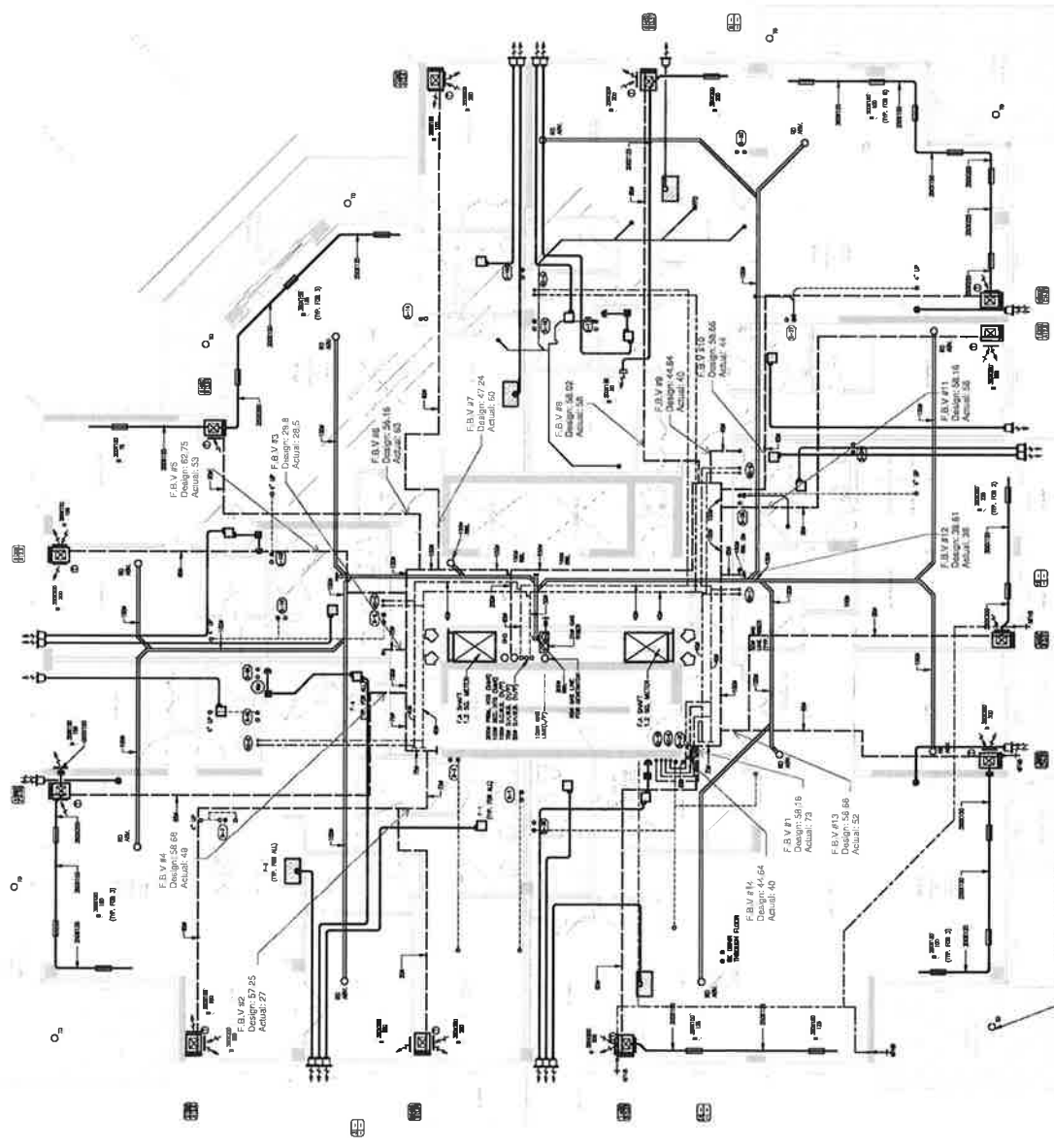
PROJECT NUMBER: 10-016

DRAWN BY: CY

CHECKED BY: EY



RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



- GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS.
 3. ALL MATERIALS AND EQUIPMENT SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT BEFORE USE.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

DRILL SCHEDULE

NO.	SIZE	DEPTH	LOCATION
1	1/2"	12"	...
2	1/2"	12"	...
3	1/2"	12"	...
4	1/2"	12"	...
5	1/2"	12"	...
6	1/2"	12"	...
7	1/2"	12"	...
8	1/2"	12"	...
9	1/2"	12"	...
10	1/2"	12"	...

MELO INDUSTRIAL LIMITED
 1000 UNIVERSITY AVENUE
 TORONTO, ONTARIO M5S 1A5
 TEL: (416) 593-8888
 FAX: (416) 593-8889
 WWW.MELOINDUSTRIAL.COM

19TH FLOOR PLAN
144 PARK STREET

PROJECT NUMBER: 10-016
 SCALE: 1:50
 DATE: 10/16/16
 DRAWN BY: CY
 CHECKED BY: HY
 SHEET NUMBER: M-16 of 27

- 13 -

Appendix C

Condenser Water Loop Balancing Scope of Work

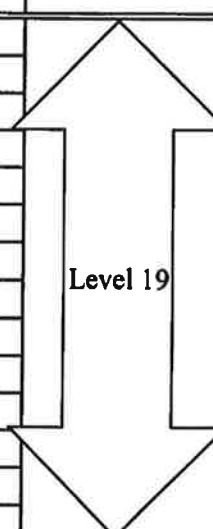




Flow Measuring Station

Project: 144 Park Street; WATERLOO, ONTARIO

System:	Heating~Cooling	Location:	Risers	Drawing:	M-21
---------	-----------------	-----------	--------	----------	------

CBV No.	RISER	Location	Size Ø Inches	Design Flow USGPM	Final Setting		Valve Position Turns Open	Notes
					ΔP 430	Flow USGPM		
1	1		2 1/2	58.16	430.00	74.0	5.0	
2	2		2 1/2	60.76	860.00	27.0	4.0	
3	3		2 1/2	28.60	834.70	28.5	4.0	
4	4		2 1/2	58.66	--	49.0	5.5	
5	5		2 1/2	62.75	--	55.0	5.3	
6	6		2 1/2	56.16	--	63.0	5.5	
7	7		2 1/2	47.24	--	60.0	5.5	
8	8		2 1/2	58.02	2.20	58.0	5.0	
9	9		2 1/2	44.64	1.00	40.0	5.0	
10	10		2 1/2	58.66	1.10	44.0	5.3	
11	11		2 1/2	58.16	1.30	56.0	5.8	
12	12		2 1/2	38.61	0.70	38.0	6.0	
13	13		2 1/2	62.20	1.60	52.0	5.0	
14	14		2 1/2	44.64	1.00	40.0	5.0	
15	1	Not Located	--	11.53	--	--	--	
16	2	3rd Flr ~ Mech	1 1/4	11.53	1.00	11.0	4.0	
17	3	3rd Flr ~ Park'g	1 1/4	11.53	1.40	16.2	4.0	Armstrong
18	3A	Parking #3	1 1/4	11.53	1.00	14.0	4.0	Armstrong
19	10	Parking #10	1 1/4	11.53	1.25	12.0	4.0	
20	10A	3rd Fl~ Parking	1 1/4	11.53	0.70	12.0	1.0	Armstrong
21	10B	3rd Fl~ locker	1 1/4	11.53	0.40	8.5	1.0	Armstrong
22	11	3rd Fl~ locker	1 1/4	11.53	1.10	11.5	4.0	
23	12	3rd Fl~ Fitness	1 1/4	9.41	1.90	19.0	4.0	Armstrong
24	13	3rd Fl~ Fitness	1 1/4	3.51	0.90	3.0	2.0	
25	14	Not Located	--	2.60	--	--	--	
26	15	Not Located	--	2.60	--	--	--	
27	AHU-2	P1~ Mech. Rm	2	31.00	3.25	43.0	4.0	Armstrong
P-3A & P-3B, TOTAL					878.62		834.70	(1) (2)

Notes:

Circuit Balancing Valves (CBV) ~ TOUR & ANDERSSON type...unless otherwise NOTED

(1) Total hydronic flow rate established to be ~ 835 GPM...with 3 CBVs not included~not accessible for testing; ...missing CBV-15, CBV-25 & CBV-26 (11.53 + 2.60 + 2.60) = 16.73 GPM not included...

(2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STREET LIGHTING.
2. ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
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20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STREET LIGHTING.

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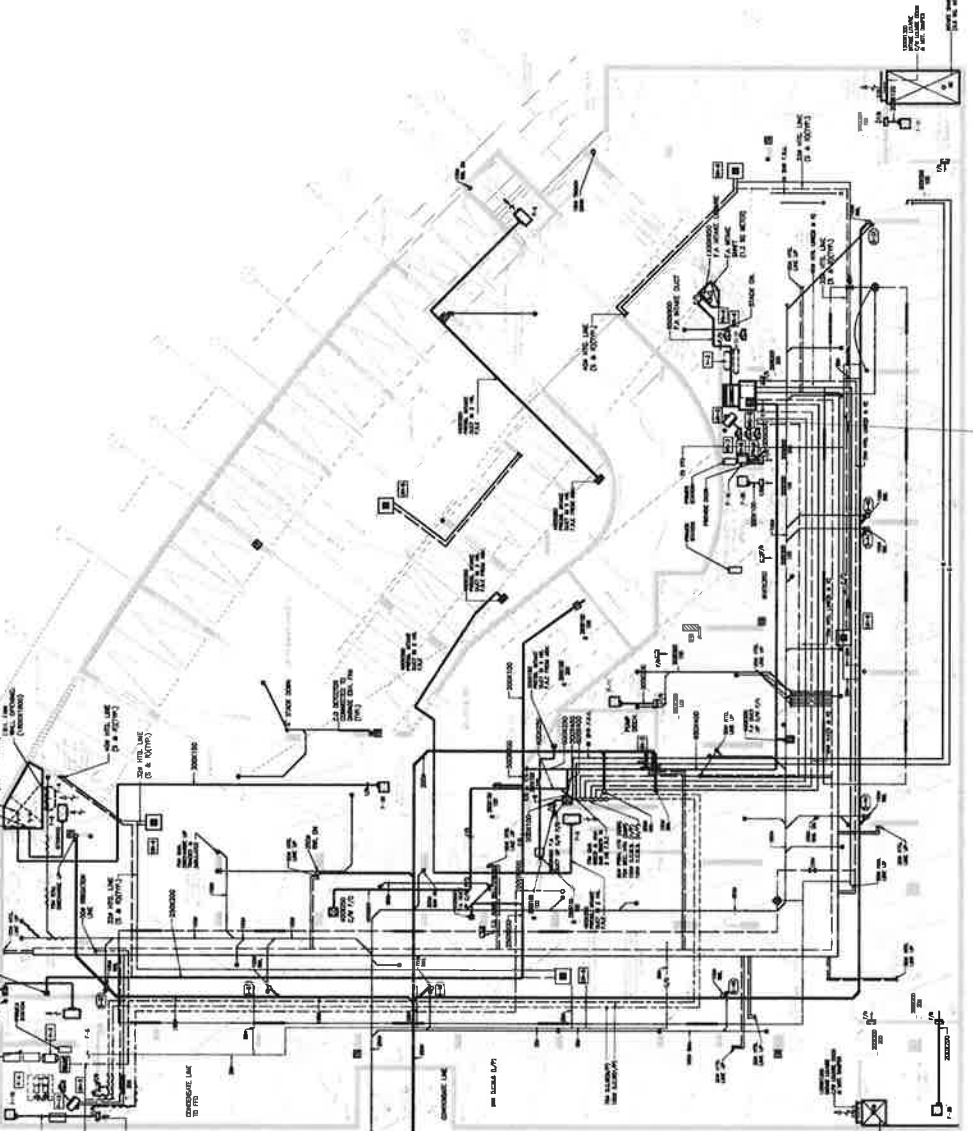
ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STREET LIGHTING.

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS FOR STREET LIGHTING.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1
2
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19
20

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1
2
3
4
5
6
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16
17
18
19
20

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1
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20



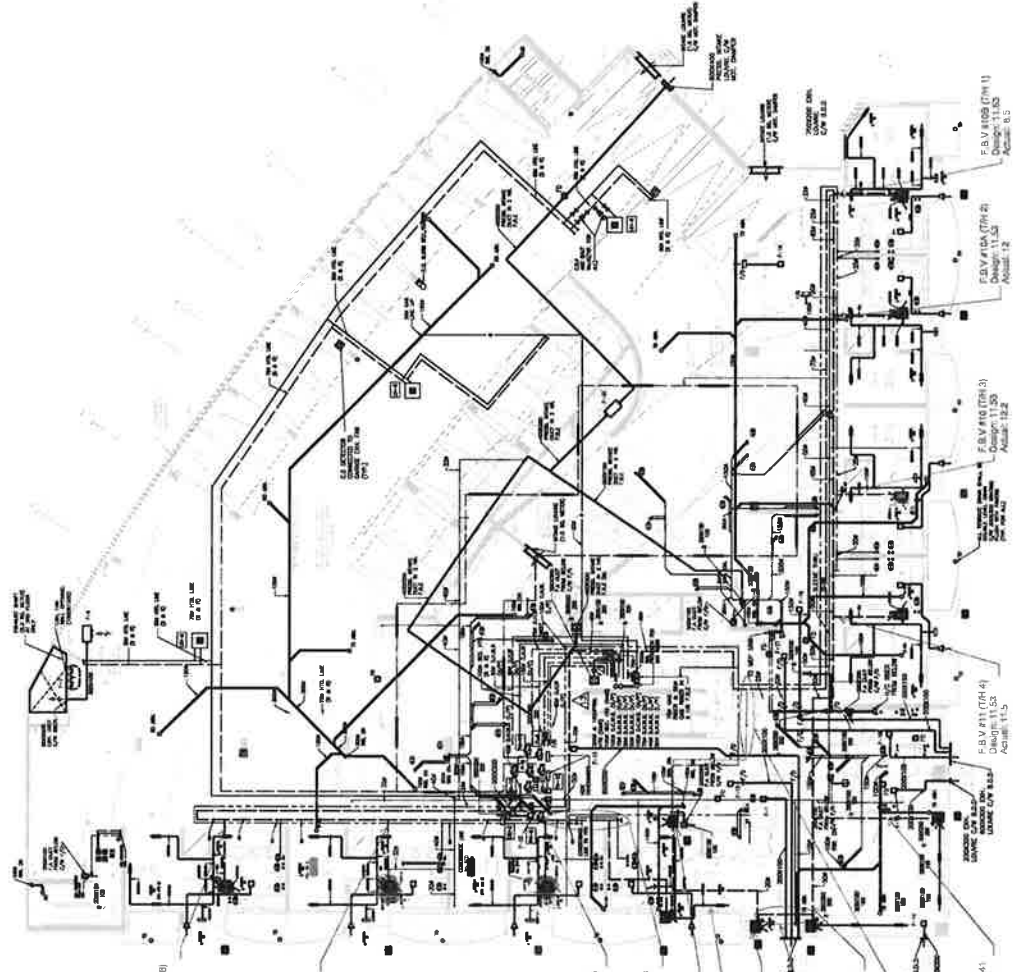
PLEASE REFER TO THE CITY OF CHICAGO SPECIFICATIONS FOR STREET LIGHTING.

PARKING LEVEL
144 PARK STREET

DATE: 10-01-10
 SCALE: 1/8" = 1'-0"
 DRAWN BY: CY
 CHECKED BY: HY

PROJECT NO. 10-016
 SHEET NO. M-3
 OF 27

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



THERE IS A CONDENSER WATER LINE THAT LEAVES THEATER AND GOES TO HALLWAY. COULD NOT LOCATE F.B.V. LINE FEEDS TO THEATER. F.B.V. LINE FEEDS MAY NOT SERVE THE SUITE AND GUEST SUITE UNKNOWN.

THIS PIPE TO THE GUEST SUITE HEAT PUMP WAS NOT BEEN COMING FROM FITNESS ROOM

THIS PIPE IN THE HALLWAY WAS NOT SITE VERIFIED AS THERE ARE NO DOORS TO CONFIRM CONNECTION

GENERAL NOTES:

1. PROVIDE ALL F.B.V.'S TO THE CONTRACTOR FOR INSTALLATION AND TESTING.
2. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
3. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
4. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
5. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
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10. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
11. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.
12. ALL F.B.V.'S SHALL BE INSTALLED AND OPERATING AT THE TIME OF THE FINAL INSPECTION.

DRILLE SCHEDULE

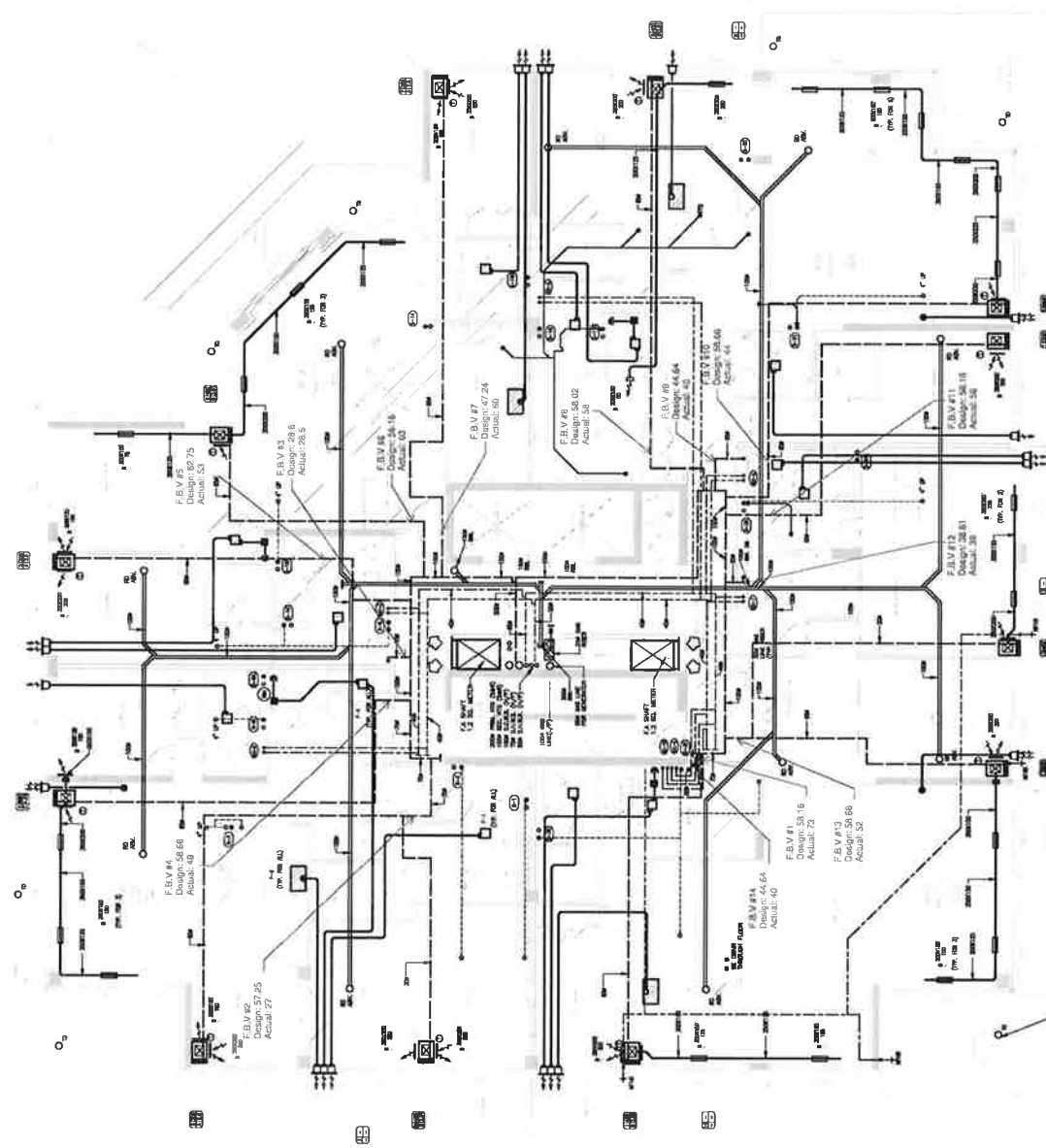
NO.	SIZE	DEPTH	LOCATION
1	1/2"	12"	MECH. ROOM
2	1/2"	12"	MECH. ROOM
3	1/2"	12"	MECH. ROOM
4	1/2"	12"	MECH. ROOM
5	1/2"	12"	MECH. ROOM
6	1/2"	12"	MECH. ROOM
7	1/2"	12"	MECH. ROOM
8	1/2"	12"	MECH. ROOM
9	1/2"	12"	MECH. ROOM
10	1/2"	12"	MECH. ROOM
11	1/2"	12"	MECH. ROOM
12	1/2"	12"	MECH. ROOM
13	1/2"	12"	MECH. ROOM
14	1/2"	12"	MECH. ROOM
15	1/2"	12"	MECH. ROOM
16	1/2"	12"	MECH. ROOM
17	1/2"	12"	MECH. ROOM
18	1/2"	12"	MECH. ROOM
19	1/2"	12"	MECH. ROOM
20	1/2"	12"	MECH. ROOM
21	1/2"	12"	MECH. ROOM
22	1/2"	12"	MECH. ROOM
23	1/2"	12"	MECH. ROOM
24	1/2"	12"	MECH. ROOM
25	1/2"	12"	MECH. ROOM
26	1/2"	12"	MECH. ROOM
27	1/2"	12"	MECH. ROOM
28	1/2"	12"	MECH. ROOM
29	1/2"	12"	MECH. ROOM
30	1/2"	12"	MECH. ROOM
31	1/2"	12"	MECH. ROOM
32	1/2"	12"	MECH. ROOM
33	1/2"	12"	MECH. ROOM
34	1/2"	12"	MECH. ROOM
35	1/2"	12"	MECH. ROOM
36	1/2"	12"	MECH. ROOM
37	1/2"	12"	MECH. ROOM
38	1/2"	12"	MECH. ROOM
39	1/2"	12"	MECH. ROOM
40	1/2"	12"	MECH. ROOM
41	1/2"	12"	MECH. ROOM
42	1/2"	12"	MECH. ROOM
43	1/2"	12"	MECH. ROOM
44	1/2"	12"	MECH. ROOM
45	1/2"	12"	MECH. ROOM
46	1/2"	12"	MECH. ROOM
47	1/2"	12"	MECH. ROOM
48	1/2"	12"	MECH. ROOM
49	1/2"	12"	MECH. ROOM
50	1/2"	12"	MECH. ROOM

NEED MECHANICAL LIMITED TO PROVIDE ALL F.B.V.'S TO THE CONTRACTOR FOR INSTALLATION AND TESTING.

3RD FLOOR PLAN
144 PARK STREET

PROJECT NUMBER: 10-016
 SCALE: 1/8" = 1'-0"
 DRAWN BY: CY
 DATE: 01/11/11
 HY 01/11/11

RED = HEATING DEFICIENCY
 BLUE = COOLING DEFICIENCY
 PINK = RISER WITH LOW FLOW
 (>15%)



ALL TRAPWISE DRAIN SHALL BE DOUBLE LEVEL DRAIN C/W 300x300 GRATING FLUSH WITH PAVERS (TYP. FOR ALL)

- GENERAL NOTES:**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING WORK PRIOR TO COMMENCEMENT OF WORK.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND SERVICES AT ALL TIMES.
 4. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SERVICES FROM DAMAGE.
 5. CONTRACTOR SHALL MAINTAIN ALL EXISTING STRUCTURES AND FINISHES UNLESS OTHERWISE NOTED.
 6. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.
 7. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.
 8. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.
 9. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.
 10. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.

GRILLE SCHEDULE

GRILLE NO.	SIZE	TYPE	LOCATION
1	12\"/>		

NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING WORK PRIOR TO COMMENCEMENT OF WORK.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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9. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL MAINTAIN ALL EXISTING WORK UNLESS OTHERWISE NOTED.

NEED MECHANICAL LIMITED

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/16
2	ISSUED FOR PERMIT	10/15/16
3	ISSUED FOR PERMIT	10/15/16
4	ISSUED FOR PERMIT	10/15/16
5	ISSUED FOR PERMIT	10/15/16
6	ISSUED FOR PERMIT	10/15/16
7	ISSUED FOR PERMIT	10/15/16
8	ISSUED FOR PERMIT	10/15/16
9	ISSUED FOR PERMIT	10/15/16
10	ISSUED FOR PERMIT	10/15/16

19TH FLOOR PLAN

144 PARK STREET

SCALE: 1/8" = 1'-0"

DATE: 10/15/16

BY: CY

HY

M-16

27

TRACER ENGINEERING LTD.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1S 1T7
 TEL: 416 291 1111
 FAX: 416 291 1112
 WWW.TRACERENGINEERING.COM

TAB J



21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
Tel. (416) 252 – 3232 Fax (416) 252 – 1968

HYDRONIC HVAC TESTING & BALANCING REPORT (Existing Heating & Cooling Riser Balancing)

**144 Park Street
Waterloo, Ontario**

Date: **March 25, 2019**

Client: **RSM Canada Limited**

Testing Conducted
& Reviewed by: **Hussein Abdo,
Certified CAABC Test & Balancing Specialist**

This is to certify that PRO-AIR TESTING INC., has tested & balanced (TAB) the HVAC systems described herein to the optimum, performance capabilities & capacities as per engineering design requirements. The TAB has been performed & conducted in accordance with the standard requirements & procedure of the Associated Air Balance Council (AABC) & the results of these tests are herewith recorded as to establish & confirm Total System Balance.

Associated Air Balance Council Certification Number: 17-00-37





Pro-Air Testing Inc.
AABC - Certified Balancing Agency

Date: March 25, 2019

Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3A	Location:	Penthouse Mechanical Room
System:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 A	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head (@ Zero Flow)	FT. W.G.	300	100.5	

Pump Test and Performance Data

Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.	340	113.9	340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.	60	20.1	60	20.1	
Total Head	FT. W.G.	280	93.8	280	93.8	
Flow	US GPM	430 (2)		430 (2)		
Amperage	Phase - 1	A	19.5	19.5		
	Phase - 2	A	19.5	19.5		
	Phase - 3	A	19.5	19.5		
Voltage	Phase - 1	V	600	600		
	Phase - 2	V	600	600		
	Phase - 3	V	600	600		
Motor BHP		19.70		19.70		
Fluid Temperature	°F	N/A		N/A		

Note:

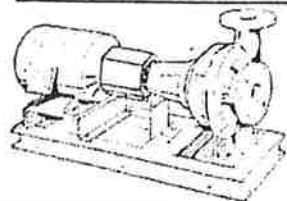
- (1) refer to manufacturer's Catalogue Performance Data Submittal
- (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



SUBMITTAL

B-880.34B

<p>JOB:</p> <p style="font-size: 2em; margin-left: 100px;">P-3A</p> <p>UNIT TAG:</p> <p>ENGINEER:</p> <p>CONTRACTOR:</p>	<p>REPRESENTATIVE:</p> <p>ORDER NO.:</p> <p>SUBMITTED BY:</p> <p>APPROVED BY:</p>	<p>DATE:</p> <p>DATE:</p> <p>DATE:</p>
--	---	---



4EB

Series e-1510

Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____

HP _____ RPM _____

VOLTS _____

CYCLE _____ PHASE _____

ENCLOSURE _____

APPROX. WEIGHT _____

SPECIALS _____

Note: Equipped with NEOPRENE coupling

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

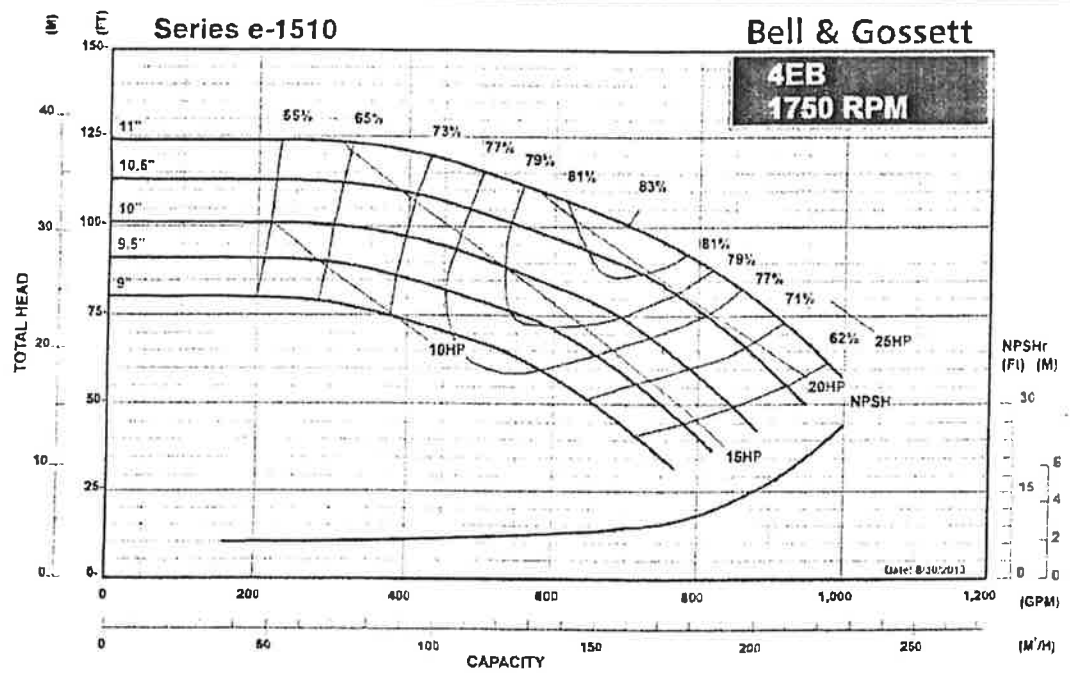
- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

MAXIMUM WORKING PRESSURE

- 175 psi (12 bar) W.P. w/125# ANSI flange drilling
- 250 psi (17 bar) W.P. w/250# ANSI flange drilling (requires 1510-S)

TYPE OF SEAL

- Standard Seal (Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line (Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed Mechanical Single Seal (EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing (Graphite Impregnated Teflon)

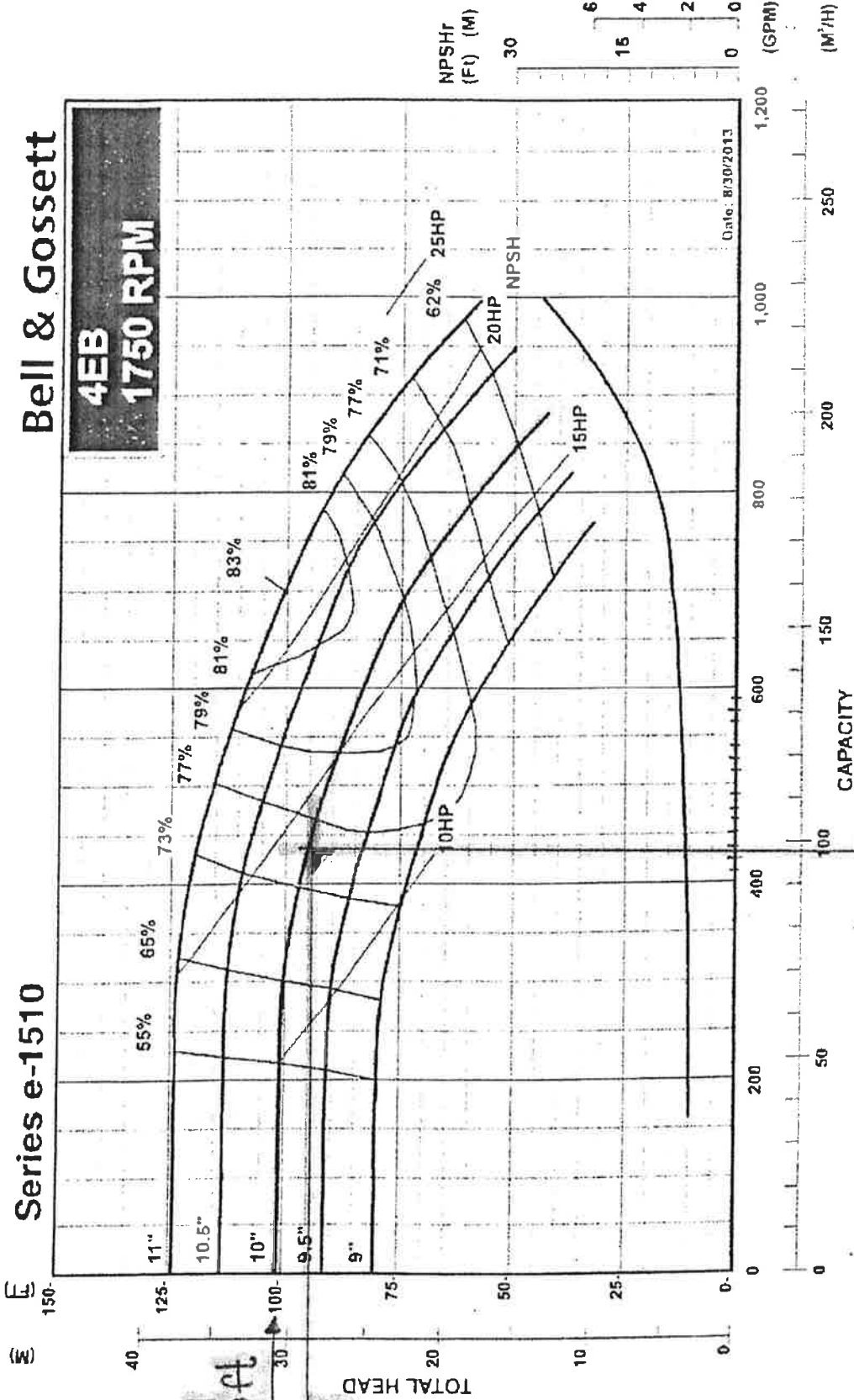


tag P-3A

Bell & Gossett

4EB
1750 RPM

Series e-1510



150
125
100
75
50
25
0

TOTAL HEAD

40
30
20
10
0

S.O.H
@ 100ft

94ft

TOTAL HEAD

10
15
20
25
30

NPSHR
(Ft) (M)

30
15
0

6
4
2
0

(GPM)

(M³/H)

Date: 8/30/2013

1,200
1,000
800
600
400
200
0

(M³/H)

1,200
1,000
800
600
400
200
0

CAPACITY

~430 GPM



Pro-Air Testing Inc.
AABC - Certified Balancing Agency

Date: March 25, 2019

Pump Test Sheet

Project: 144 Park Street; WATERLOO, ONTARIO

Pump No:	P-3B	Location:	Penthouse Mechanical Room
System:	HEATING~COOLING PUMP		

Manufacturing and Design Data

Item	Unit	Pump	Motor
Manufacturer		BELL & GOSSETT	WEG
Model		Series 4EB 10.125	
Serial Number		706830 B	
Flow	US GPM	435	
Total Head	FT. W.G.	90	
Motor RPM			1,770
Motor Capacity	HP BHP		20 --
Amperage	A		19.8
Voltage	V		575-3-60
Heater Size and Rate		--	--
Curve No.		4EB ~ Series e-1510, B-880.34B (1)	

Shut-Off Head (SOH) Tested Data

Item	Unit	kPa	Feet	Notes
Discharge Pressure	FT. W.G.	380	127.3	Conversion Value [kPa X 0.335] = Feet of Head SOH test established @ 100 Feet
Suction Pressure	FT. W.G.	80	26.8	
Correction Factor		--	--	
Static Head @ Zero Flow	FT. W.G.	300	100.5	

Pump Test and Performance Data

Conversion Value; [kPa X 0.335]=Feet		Fully Open		Final Setting		Notes
Item	Unit	kPa	Feet	kPa	Feet	
Discharge Pressure	FT. W.G.	340	113.9	340	113.9	Final Setting established with pumps 3A & 3B operating in parallel application. Flow Trex Valve (FTV) fully
Suction Pressure	FT. W.G.	60	20.1	60	20.1	
Total Head	FT. W.G.	280	93.8	280	93.8	
Flow	US GPM	430 (2)		430 (2)		
Amperage	Phase - 1	A	19.5	19.5		
	Phase - 2	A	19.5	19.5		
	Phase - 3	A	19.5	19.5		
Voltage	Phase - 1	V	600	600		
	Phase - 2	V	600	600		
	Phase - 3	V	600	600		
Motor BHP		19.70		19.70		
Fluid Temperature	°F	N/A		N/A		

Note:

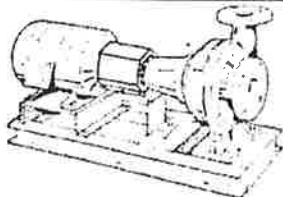
- (1) refer to manufacturer's Catalogue Performance Data Submittal
- (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



SUBMITTAL

B-880.34B

<p>JOB: _____</p> <p>UNIT TAG: P.3B</p> <p>ENGINEER: _____</p> <p>CONTRACTOR: _____</p>	<p>REPRESENTATIVE: _____</p> <p>ORDER NO. _____</p> <p>SUBMITTED BY: _____</p> <p>APPROVED BY: _____</p> <p>DATE: _____</p> <p>DATE: _____</p> <p>DATE: _____</p>
--	---



4EB

Series e-1510

Centrifugal Pumps - Base Mounted

SPECIFICATIONS

FLOW _____ HEAD _____

HP _____ RPM _____

VOLTS _____

CYCLE _____ PHASE _____

ENCLOSURE _____

APPROX. WEIGHT _____

SPECIALS _____

MATERIALS OF CONSTRUCTION

STAINLESS STEEL FITTED

FEATURES

- i-ALERT™ Condition Monitor
- ANSI/OSHA Coupling Guard
- Center Drop Out Spacer Coupling
- Fabricated Heavy Duty Baseplate

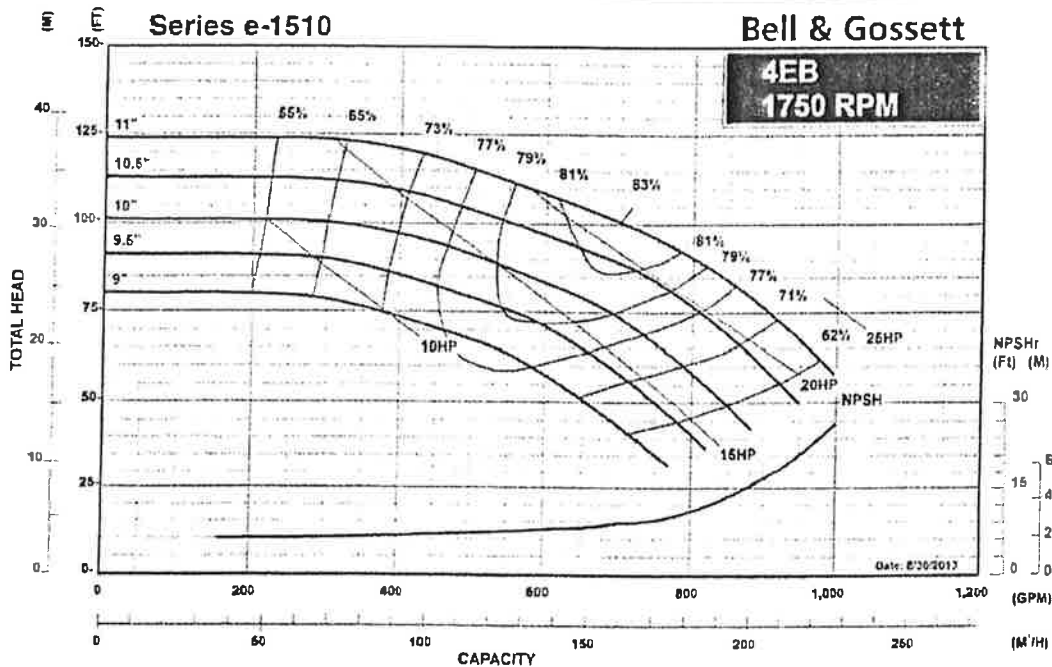
MAXIMUM WORKING PRESSURE

- 175 psi (12 bar) W.P.
w/125# ANSI flange drilling
- 250 psi (17 bar) W.P.
w/250# ANSI flange drilling
(requires 1510-S)

TYPE OF SEAL

- Standard Seal
(Buna-Carbon/Ceramic)
- F Standard Seal w/ Flush Line
(Buna-Carbon/Ceramic)
- S Stuffing Box Construction w/ Flushed
Mechanical Single Seal
(EPR-Tungsten Carbide/Carbon)
- PF Stuffing Box Construction w/ Packing
(Graphite Impregnated Teflon)

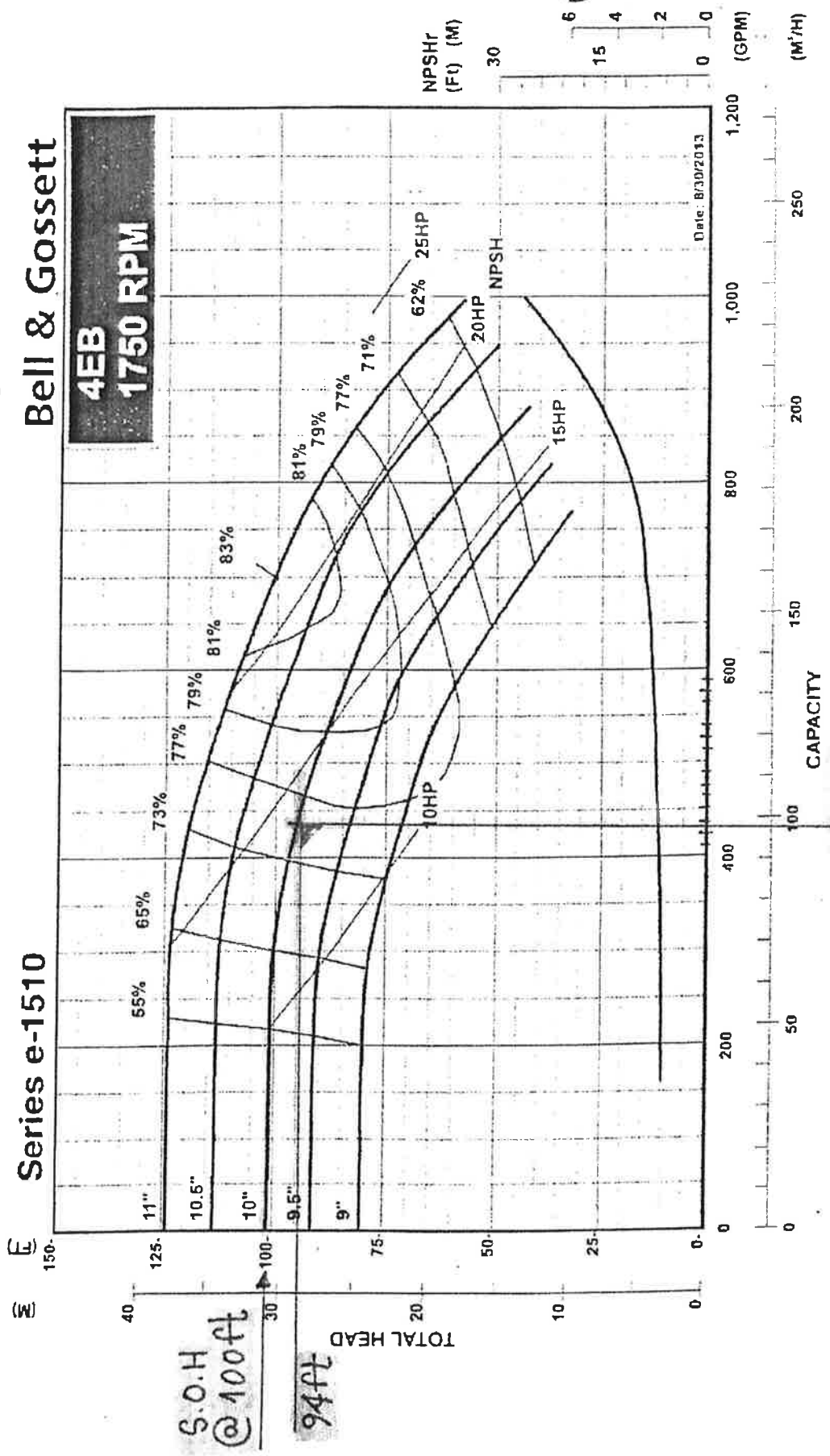
Note: Equipped with NEOPRENE coupling



tag P.3B

Series e-1510 Bell & Gossett

4EB
1750 RPM



Σ 150.
Σ 125.
Σ 100.
Σ 75.
Σ 50.
Σ 25.
Σ 0.

40
30
20
10
0

S.O.H
@ 100ft

94ft

TOTAL HEAD

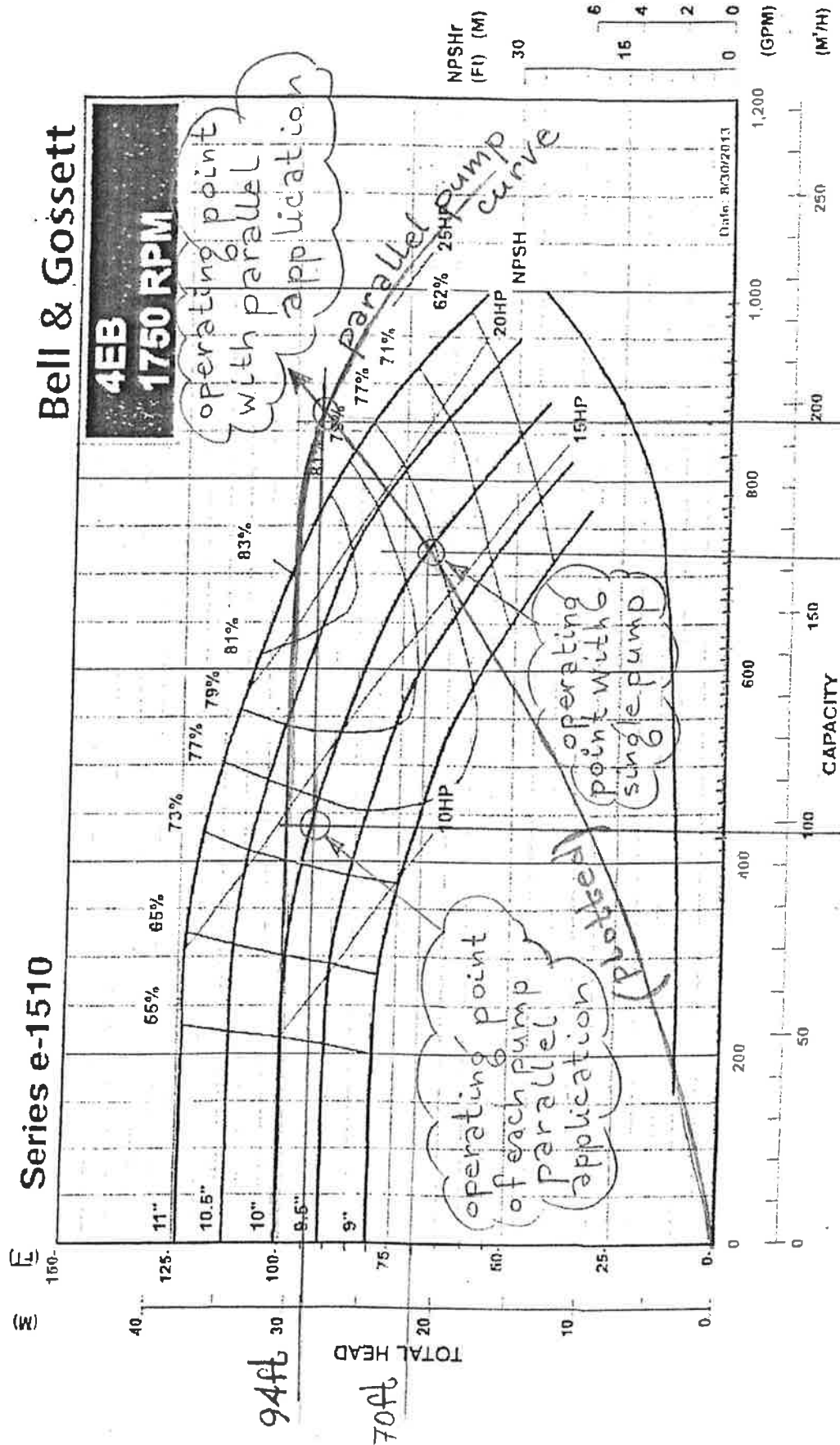
Date: 8/30/2013

NPSHR (Ft) (M)
30
15
0
6
4
2
0
(GPM)
(M/H)

CAPACITY

~430 GPM

P.3A & P.3B ~ parallel pump application



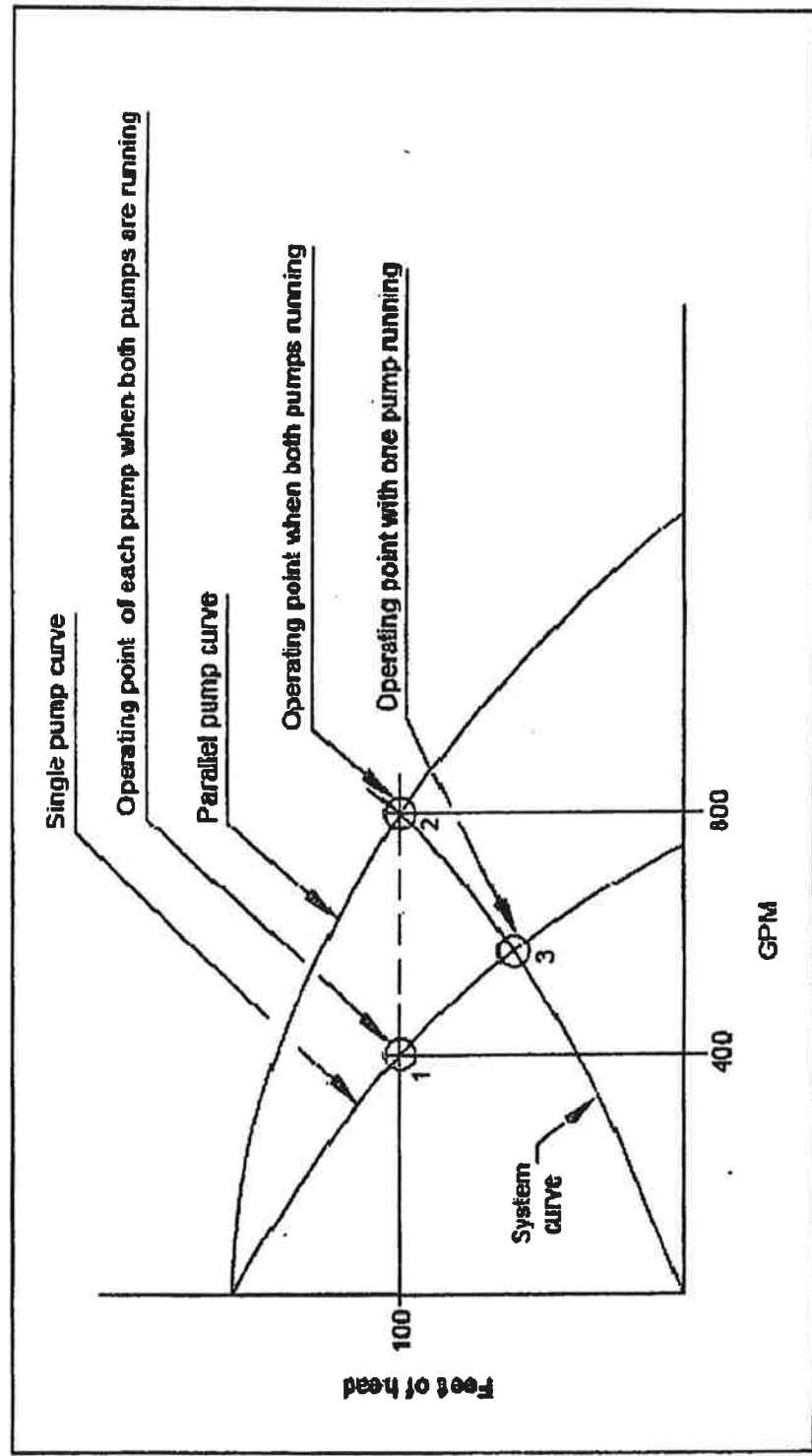
430 GPM
 720 GPM
 860 GPM } (P.3A+P.3B) ~ 870 ultra Sonic



Hydronic Pumps and Pumping Circuits

Chapter 13

Parallel Pump System Curve





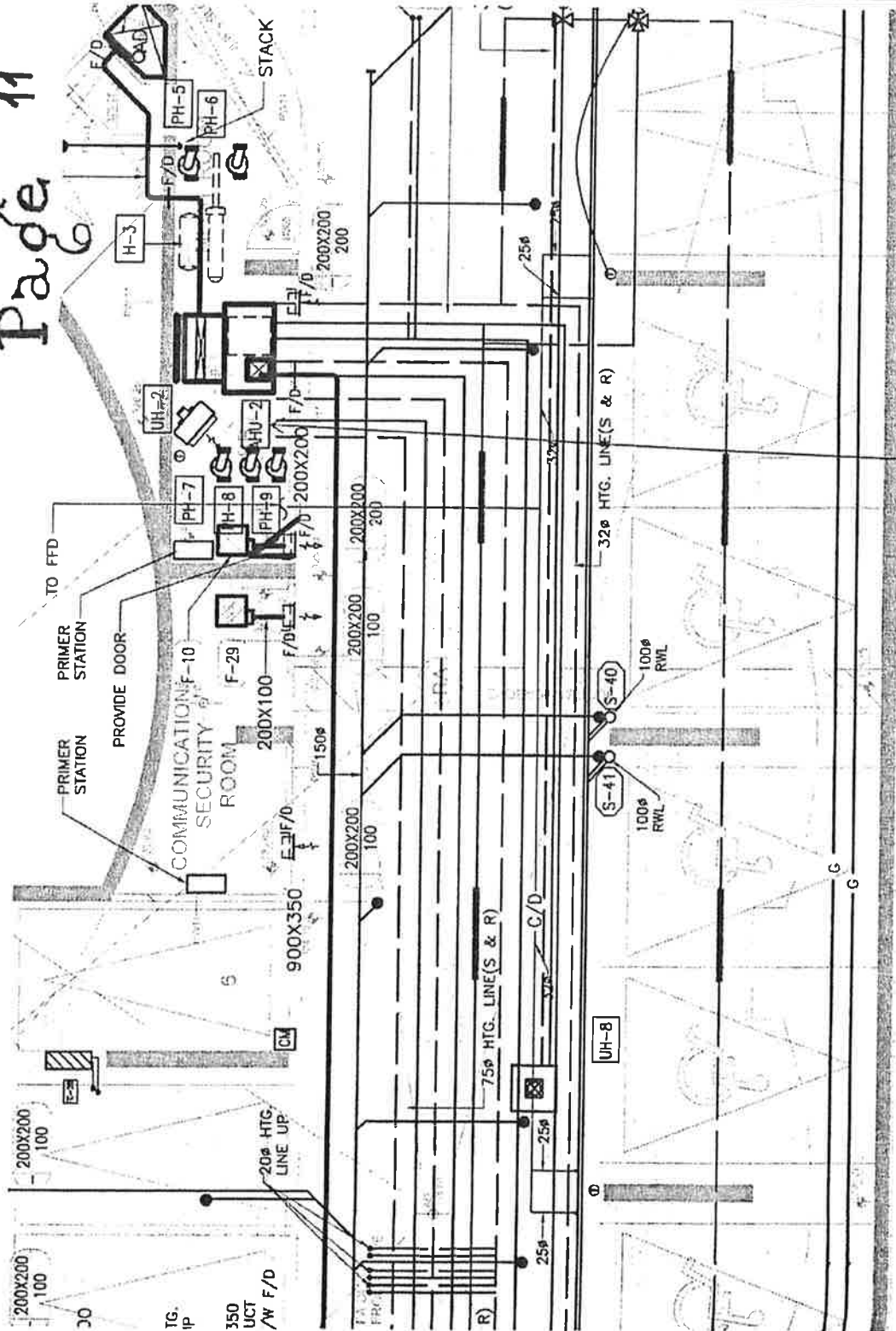
Flow Measuring Station

Project: 144 Park Street; WATERLOO, ONTARIO

System:	Heating~Cooling	Location:	Risers	Drawing:	M-21
---------	-----------------	-----------	--------	----------	------

CBV No.	RISER	Location	Size Ø Inches	Design Flow USGPM	Final Setting		Valve Position Turns Open	Notes
					ΔP FT W.G.	Flow USGPM		
1	1	Level 19	2 1/2	58.16	7.40	60.0	3.7	
2	2		2 1/2	60.76	0.80	56.0	8.0	
3	3		2 1/2	28.60	38.00	32.0	2.0	
4	4		2 1/2	58.66	1.15	58.7	6.2	
5	5		2 1/2	62.75	2.50	62.0	5.0	
6	6		2 1/2	56.16	1.10	56.0	6.2	
7	7		2 1/2	47.24	11.30	48.0	3.1	
8	8		2 1/2	58.02	4.90	59.0	4.0	
9	9		2 1/2	44.64	5.60	45.0	3.5	
10	10		2 1/2	58.66	1.00	57.0	6.2	
11	11		2 1/2	58.16	7.40	58.0	3.7	
12	12		2 1/2	38.61	1.20	38.0	4.5	
13	13		2 1/2	62.20	1.00	60.0	7.0	
14	14		2 1/2	44.64	1.60	44.0	2.9	
15	1	Mech. Room	1 1/4	11.53	9.50	11.5	3.0	
16	2	3rd Flr ~ Mech	1 1/4	11.53	2.30	11.3	3.0	
17	3	3rd Flr ~ Park'g	1 1/4	11.53	0.60	11.5	0.8	Armstrong
18	3A	Parking #3	1 1/4	11.53	0.60	11.5	0.8	Armstrong
19	10	Parking #10	1 1/4	11.53	1.25	11.5	3.9	
20	10A	3rd Fl~ Parking	1 1/4	11.53	0.70	11.5	0.9	Armstrong
21	10B	3rd Fl~ locker	1 1/4	11.53	0.60	11.5	1.1	Armstrong
22	11	3rd Fl~ locker	1 1/4	11.53	1.10	11.5	4.0	
23	12	3rd Fl~ Fitness	1 1/4	9.41	0.50	9.4	1.2	Armstrong
24	13	3rd Fl~ Fitness	1 1/4	3.51	0.60	3.5	2.2	
25	14	3rd Fl~ Fitness	1 1/4	2.60	1.10	2.6	1.5	
26	15	Not Located	--	2.60	--	--	--	
27	AHU-2	PI~ Mech. Rm	2	31.00	1.70	31.0	1.1	Armstrong
P-3A & P-3B, TOTAL				878.62		872.00		(1) (2)

Notes:
 Circuit Balancing Valves (CBV) ~ TOUR & ANDERSSON type...unless otherwise NOTED
 (1) Total hydronic flow rate established to be ~ 842.60 GPM...with 1 CBV not included~not accessible for testing; ...missing CBV-26 (2.60 GPM) not included...
 (2) ultrasonic reading @ main 870 GPM with two pumps operating in parallel application



AHU-2
 DESIGN FLOW RATE: 31 GPM
 ACTUAL FLOW RATE: **43.0 GPM - CBV # 27**

NO	BY	AS-BUILT	DESCRIPTION	DATE
1	HY			SEP-15-11



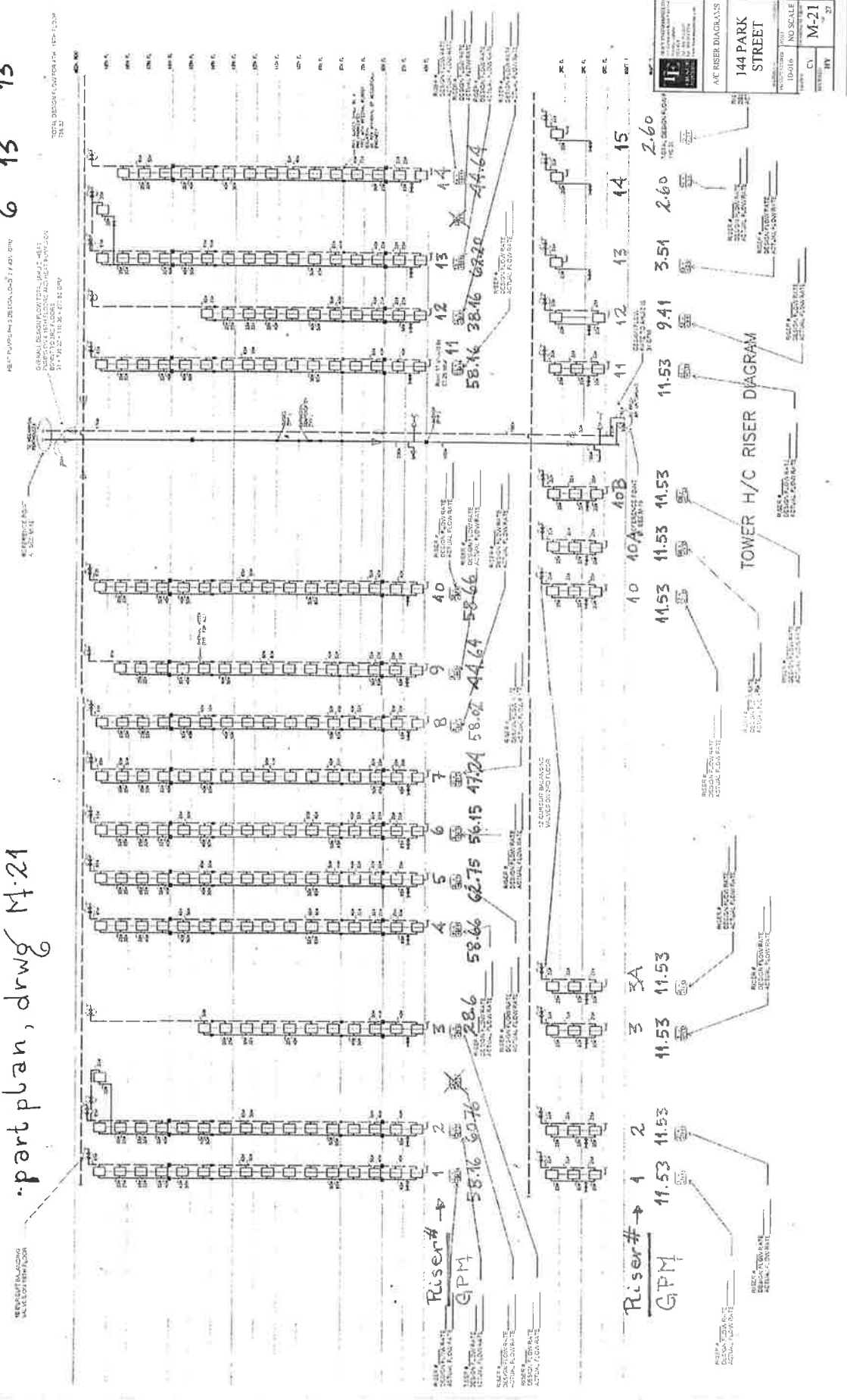
TRACE ENGINEERING LTD
 505 Consumers Road, Unit 904
 Toronto, Ontario
 M2J 4V8
 Tel: 416 391 2633
 Fax: 416 391 3354
 www.trace-engineering.com

PARKING LEVEL 1		WATERLOO ONTARIO	
144 PARK STREET		PROJECT NUMBER	SCALE
		10-016	1:100
		DRAWN	DRAWING NUMBER
		CY	M-3
		REVIEWED	OF: 27
		HY	

part plan

144 Park Str. ~ Waterloo, ON
 part plan, drwg M-21

Page 13 of 13





21 Goodrich Road Unit # 13, Toronto, Ontario, M8Z 6A3
 Tel. (416) 252 – 3232 Fax (416) 252 – 1968

**HYDRONIC HVAC TESTING & BALANCING
 Instrument Certificates**

For

**144 Park Street
 Waterloo, Ontario**

AABC Annual Membership Certificate 2018

¹Certified Test & Balance Technician Certificates 2018 / ²Test & Balance Specialist Certificate 2018

1. George Novak¹
2. Hussein Abdo^{1 2}

Itemized Certificates of Calibration

Clamp Meter (Amps & Volts)

1. UEI, model DL4932.....Calibration Date: MAY 22, 2018

Hydronic Manometer

1. ALNOR, model HM680.....Calibration Date: JUNE 4, 2018



CERTIFICATE OF CALIBRATION

This instrument was calibrated on the date shown to manufacturer's specifications using standards with accuracies traceable to National Institute of Standards and Technology (NIST) or other National Metrology Institute to SI. Calibration results relate to this item only.

Description:	HYDRONIC MANOMETER	Customer:	PRO-AIR TESTING
Manufacturer	ALNOR	Customer Code:	PROAIR
Model:	HM680	Customer P.O.:	GEORGE
Serial:	70552167	E & E Ref.:	EE994841-5
Tolerance:	±1% of RDG. or 0.072psig	Asset No:	1947
Date of Receipt:	MAY 9, 2018	Range (Part or Full):	FULL (300psigΔd)
Condition on Receipt:	IN TOLERANCE	Procedure:	P01/6
		As Left Condition:	IN TOLERANCE

Accuracy: The test accuracy ratio of this calibration is at least 4:1 unless otherwise stated in the remarks at the end of the tabulation of results.

Standards Used in Calibration

Instrument	Model	Serial No.	Traceability No.	Recall Date
BETA REFERENCE GAUGE	PIR-PRO-500	2374040	43184-A	MAY 15/19

Environmental Conditions:

Temperature: 25.3°C
 Humidity: 38%RH
 Barometric Pressure: 29.09inHg
 Calibration Date: JUNE 4/18
 Customer Due date: JUNE 4/19

Calibration by: 

Technician

Reviewed by: 

Quality Rep.

Note: This Certificate may not be reproduced other than in full except with prior written approval of the issuing laboratory.

Form: CAL001 Rev 3

Page 1 of 2

TABULATION OF RESULTS

Model: HM680 E & E Ref.: EE994841-6
 Serial: 70552167 Asset No: 1947

As Found

As Left

Standard (ft.WCΔd)	UUT (ft.WCΔd)	Error (ft.WCΔd)	Standard (ft.WCΔd)	UUT (ft.WCΔd)	Error (ft.WCΔd)
			0.00	0.00	0
			1.00	1.09	+0.09
			2.00	2.05	+0.05
			4.00	4.02	+0.02
			8.00	7.93	-0.07
			10.00	9.86	-0.14
			15.00	14.90	-0.10
			20.00	19.90	-0.10
			40.00	39.97	-0.03
			60.00	60.02	+0.02
			80.00	80.05	+0.05
			100.00	100.0	0
			0.00	0.00	0

Remarks:

E & E PROCESS INSTRUMENTATION

TRACEABLE CALIBRATION REPORT

INSTRUMENT DATA

Customer: PRO-AIR TESTING
 Manufacturer: UEI
 Model: DL49
 Description: Clamp meter
 Serial Number: 080704916
 Asset Number: N/A

CALIBRATION DETAILS


Certificate: 45448
 Type: As Received
 Temperature: 21.8 °C
 Humidity: 49 % RH
 Date: 22-May-18
 Tag number: 30049

STANDARD INSTRUMENT USED

Asset: C-100
 Model: Fluke 5500A


Cal Date: 28-Oct-17
 Cal Due Date: 28-Oct-18

Performed by:



 Jing Huang

Approved by:



 Dave Mukherjee
 Deputy Lab. Quality Manager

CALIBRATION DATA

Function	Standard applied		OEM Tolerance		Instrument reading	Result
			Low limit	High limit		
Vdc	3.9 V		3.863 V	3.937 V	3.882 V	Pass
	39 V		38.63 V	39.37 V	38.77 V	Pass
	390 V		386.3 V	393.7 V	388.1 V	Pass
	590 V		583 V	597 V	586 V	Pass
Vac	3.9 V	60 Hz	3.839 V	3.962 V	3.880 V	Pass
	39 V	"	38.39 V	39.62 V	38.77 V	Pass
	390 V	"	383.9 V	396.2 V	388.1 V	Pass
	590 V	"	578 V	602 V	586 V	Pass
Ω	390 Ω		386.2 Ω	393.8 Ω	390.4 Ω	Pass
	3.9 k Ω		3.862 k Ω	3.938 k Ω	3.900 kΩ	Pass
	39 k Ω		38.62 k Ω	39.38 k Ω	38.99 kΩ	Pass
	390 k Ω		386.2 k Ω	393.8 k Ω	390.7 kΩ	Pass
	3.9 M Ω		3.353 M Ω	4.447 M Ω	3.897 MΩ	Pass
	39 M Ω		38.48 M Ω	39.52 M Ω	38.99 MΩ	Pass
Adc	40 A		38.90 A	41.10 A	38.98 A	Pass
	390 A		383.7 A	396.4 A	385.9 A	Pass
Aac	40 A	60 Hz	39.15 A	40.85 A	39.49 A	Pass
	390 A	"	377.3 A	402.7 A	380.4 A	Pass



January 18, 2019

VIA EMAIL

Tom McDermott
 Chief Operating Officer and Registrar
 Licence Appeal Tribunal
 530-20 Dundas Street West
 Toronto ON M5G 2C2

Dear Mr. McDermott:

Re: WSCC No. 591 v. Tarion Warranty Corporation
Our Ref: 39278-1637218
LAT File No. 11812/ONHWPA

Tarion Warranty Corporation hereby requests that the Licence Appeal Tribunal add the following person (the "Vendor") as a party to this proceeding:

144 Park Ltd.
c/o Collins Barrow Toronto Limited
Construction Lien Trustee
11 King Street West, Suite 700, Box 27
Toronto, ON M5H 4C7
Tel: 647-725-0183
Email: andhanani@collinsbarrow.com

Tarion asks that this issue be determined by the Tribunal at the case conference. By copy of this request to the Appellant(s) and the Vendor, we ask that they be prepared to make submissions at the case conference regarding whether the Vendor should be added as a party to the proceeding.

Tarion makes this request pursuant to:

- Section 16(4) of the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"), which permits the Tribunal to specify persons as parties to a proceeding; and
- Rule 3.6 of the Safety, Licencing Appeals & Standards Tribunals Ontario Common Rules of Practice & Procedure, which permits the Tribunal to add a person as a party if the person has a significant interest in the proceeding.

The reasons for Tarion's request are as follows:

T: 416-229-3898 | F: 416-229-3845 | shannon.hayman@tarion.com

Page 1 of 2

- Under the ONHWP Act, the Vendor provides the statutory warranties on the home of the Appellant(s). The ONHWP Act requires the Vendor to indemnify Tarion for compensation Tarion pays as a result of the Vendor breaching those warranties. If in this proceeding the Tribunal orders Tarion to pay compensation to the Appellant(s), the Vendor may be liable to Tarion.
- The Vendor should, therefore, be given an opportunity to represent its own interests and participate in this proceeding by retaining its own legal counsel, presenting its own evidence and making its own submissions.
- Participation of the Vendor will benefit the case conference and hearing because of the potential for additional, helpful evidence and participation in settlement discussions. In our experience, appeals are much more likely to resolve without a hearing when the Vendor is added as a party.

Thank you for your consideration.

Regards,



Shannon Hayman
Administrative Appeals Coordinator

Copy to: AJ Mueller, *Representative for the Appellant*
144 Park Ltd., *Added Party*



Licence Appeal Tribunal
 77 Wellesley St. West, Box 250
 Toronto ON M7A 1N3
 Phone: 416-327-6500
 Toll Free: 1-844-242-0608
 Fax: 416-314-4270
 Toll Free: 1-800-720-5292
 Website: www.slasto-tsapno.gov.on.ca/lat-tamp/en/

**Notice of Appeal -
 Registration, Certificate,
 Licence, Claim Denial, Order**

COPY

IMPORTANT INFORMATION

- You must complete all sections of this form and attach additional information and/or documents as required.
- The processing of your appeal could be delayed if information or documents are missing.
- There is a non-refundable fee of \$100 to file this appeal.
- You have the right to a representative. If you have a representative, have them complete the Tribunal's 'Declaration of Representative' form and attach it to this form.

Appellant Name and Contact Information:

Mueller	Achim	H J
Last Name	First Name	Middle Initial
Waterloo Standard Condominium Corporation # 591		
Company Operating Name (if applicable)		
Numbered Company Name (if applicable)		
1701 - 144 Park Street		
Address: Street No. and Name, Unit No.		
Waterloo	Ontario	N2L 0B6
City	Province	Postal Code
519 503-7900		
Phone No.	Fax No.	

Information about the Decision / Order / Proposal You are Appealing:

Date Issued
 (yyyy/mm/dd)

As required, I have attached a copy of the decision/order/proposal I am appealing.

I am filing my appeal within the deadline indicated on the decision/order/proposal.

Yes

No

Reasons You are Making this Appeal:

Describe in detail the points of the decision/order/proposal that you disagree with and provide details explaining why you disagree with those points. (Attach additional pages if you need more space.)

This appeal is to oppose the decision of Tarion Warranty Corporation ("Tarion") in response to a claim made by Waterloo Standard Condominium Corporation 591 ("WSCC 591") under section 14 of the Ontario New Home Warranties Plan Act.

The claim is with respect to items as listed in a First Year Performance Audit ("PA") received by Tarion on Feb 5th, 2016 and First Year Performance Audit Addendae ("PA Addendae") received by Tarion on May 23, 2016 and May 24, 2016 (both prepared by Cion Coulter) submitted by WSCC 591.

The claim was denied and Tarion's decision letter (attached) provides the details of the items claimed in the PA and PA Addendae.

Also attached please find:

- WSCC 591's argument in the form of "Details for Notice of Appeal..." to oppose Tarion's denial of the claim.
- a copy of the Statutory Declaration, 144 Park Deficiency List and Price breakdown by Dora Car, Interior Designer
- a copy of Intended Finishes vs Delivered Finishes at 144 Park prepared by Dora Car, identified as "144 Park Package for Tarion"
- a copy of the Statutory Declaration by John Chow, Architect
- a copy of Section 26 of the standard Agreement of Purchase and Sale (APS)
- copies of screenshots of the developer's (Mady) 144 Park Marketing website
- a copy of an excerpt from a precedent case involving Tarion

COPY

Acknowledgement - Read carefully then check each box to confirm the statement and sign and date the form.

- I have completed all pages of this form and attached all the required documentation. I understand that if I submit an incomplete form or do not attach required documents, my appeal may not be processed.
- I have served a copy of page 1 and 2 of this form and all additional attached documents to the Registrar of the agency that issued the decision/order/proposal I am appealing. I have attached a completed 'Certificate of Service' to this form as proof of service of the documents on the Registrar. (Blank 'Certificate of Service' forms are available on the Tribunal's website at www.slsto-tsapno.gov.on.ca/lat-tamp/en/)
- I have completed the 'Payment Information' section on page 4 of this form and am submitting payment for my appeal in an acceptable format. (Do not serve a copy of page 3 with your disclosure documents to the Registrar of the agency that issued your decision/order/proposal. Your payment information should only be provided to the Licence Appeal Tribunal.)

Achim H J Mueller

Print Name

Signature

2018/12/19
Date (yyyy/mm/dd)

COPY

Waterloo Standard Condominium Corporation No. 591



Details for Notice of Appeal to Tarion Decision Letter dated Nov 27, 2018

Re: Home Enrolment # H1637218

Case # 3234147

The condominium project known as 144 Park in Waterloo was developed by Mady Development Corporation (the Vendor). The project is a 19 story high rise condo with 148 suites. The project was marketed to prospective buyers beginning in 2009 through a Sales Presentation Centre located near the property.

Gordana Car Interior Design Studio Inc. (Dora Car, President and Interior Designer), here after referred to as Dora Car, was retained in 2008 to design the interior of the Sales Presentation Centre with materials and finishes that would be representative of the finishing of the common areas of the building. Sales material indicated to prospective buyers that the building would be of a very high standard with respect to luxury and amenities.

Dora Car was also retained to provide the interior design the building's common areas and provide specifications for materials and finishes to be used throughout the common areas reflective of the Sales Presentation Centre.

After construction had commenced and numerous units had been presold, the Vendor advised Dora Car that he was going to substitute certain materials with lower priced materials. This was the last contact Dora Car had with the project until invited back to inspect the finishes by the owner's elected board. What she discovered was that the specifications she had provided had not been followed by the vendor and material selections in her specifications had been changed or "value engineered". Dora Car provided to the owner's elected board a Statutory Declaration (affidavit) on Oct 13th, 2015 following Tarion's first discussions with the board with respect to the documentation they might accept in the absence of specifications to support a claim of material substitutions. Dora Car's affidavit is included in this submission with an estimate of the substitutions made that support the owners' claim of \$412,000. Also included is the affidavit of John Chow of Turner Fleischer Architects Inc., the architect retained by the Vendor, indicating that their role was limited to coordinating the work of subcontractors which included the interior design work of Gordana Car Interior Design Studio Inc. retained directly by the Vendor.

As the project proceeded with some delay, the vendor was running into financial difficulties and 144 Park was declared insolvent in November of 2014. By this time, many purchasers had taken possession

Waterloo Standard Condominium Corporation (WSCC) 591,
c/o Sanderson Management Inc. 30 Water Str. N. Kitchener, ON, N2H 5A8

Waterloo Standard Condominium Corporation No. 591

of their suites despite the building being unfinished. Along with failing to pay contractors, the Vendor had clearly been cutting costs in specific areas including the materials and finishes used in the common areas of the building.

When the board first met with Tarion regarding warranty, the issue of the material substitutions and quality of work was discussed. The board was told that material substitutions were covered where those substitutions were of lesser quality than the original materials indicated through specifications of the architect or designer and/or through the Agreements of Purchase and Sale (APSs) with the homeowners. When the Vendor ceased management of the project and 144 Park Ltd was declared insolvent, specifications, drawings and other material associated with the engineering and construction of the building and the materials to be used in the common areas disappeared. As mentioned above, in the absence of these specifications, Tarion indicated that other forms of support such as affidavits from the architect and/or designer would be taken into consideration in their decision to warrant the substitution of inferior materials. The owner's board of directors obtained the affidavits in good faith. Around the same time, Tarion Re-assigned/assigned the file to Chuck Murad. Despite the evidence presented to Mr. Murad, he turned to Section 19, Regulation 892 of the ONHWP which indicates that for a claim of material substitutions to be substantiated and warranted, a reference to the materials to be used must be specified in the APSs with each purchaser. Mr. Murad was provided with a copy of section 26 of the APS surrounding substitutions of materials which states that "changes may be made to the plans and specifications existing at the inception of the condominium or as they existed at the time the purchaser entered into the agreement or as illustrated in any sales material including brochures and models with respect to any aspect of construction including materials and equipment and the Vendor may substitute materials described in the APS or specifications, provided in the judgment of the Vendor's architect, the substituted materials are of equal or better quality". Mr. Murad either discounted or failed to recognize that by the wording of Section 26 of the APSs entered into with the owners, that the reference to sales materials was indeed specifying the materials in the contract. He also repeatedly cited that "no specifications existed" and treated the designer's specifications as non-existent despite the affidavits provided. The file was subsequently assigned to Ron Sailsbury who restated Mr. Murad's position and issued a written decision regarding this issue which was received by Al Mueller, President of WSCC #591 on Dec 8th, 2018.

The board's position has not changed and we are appealing Tarion's decision regarding material substitutions.

First, Tarion's statement that materials to be used were not specified in the APSs is incorrect. The APS references those sales materials as being representative of the materials to be used in the common areas of the building and that changes can only be made, where in the judgement of the architect they are of equal or better quality and as such, WSCC #591 should be able to rely upon those and meet the requirements of ONHWP Section 19, Reg 892. Further supporting the claim is the fact that the Vendor did not rely upon the judgement of the architect or designer when he unilaterally made changes materials specified to reduce costs. If Tarion's position is to discount or ignore the reference to the sales

Waterloo Standard Condominium Corporation No. 591

materials and insists that the materials specifically be identified in the body of the APSs, WSCC #591 would put forth and rely upon the concept of reasonableness.

Tarion is relying upon a strict wording of rules and /or guidelines without consideration of the circumstances in this case or the intent of the rules. In the alternative, the board challenges Tarion's decision, not by the strict wording of rules and guidelines which Tarion is relying upon to deny a warranty claim but on the concept of reasonableness. It is unreasonable to expect that a purchase and sale agreement between a Vendor and a purchaser of unit in a multi-unit building would specify and list the materials to be used in common areas. We have yet to locate any agreement in our search among other multi-unit residential projects that does so. The specification of materials and finishes are normally stated for the purchaser's living area. This is reasonable when dealing with an individual house or the deeded living area in a condominium unit. It is not a common practice for a builder (vendor) to specify the finishes in the common areas in the agreements of purchase and sale with each unit purchaser and it is unreasonable for Tarion to insist that the wording of Section 19, Reg 892, written to address deficiencies within a purchaser's deeded living space, would be used to deny warranty to the finishes and materials in common areas.

Secondly, in this specific case, the Vendor's insolvency and the circumstances surrounding missing documentation should be taken into consideration and WSCC #591 would ask that Tarion's decision be overturned on the basis of reasonableness given that other documentation, including the affidavits of the architect and designer support the claim. The board contends that in the absence of documentation, not because it did not exist in the first place, but because it went missing during the transition of control of the project from the Vendor to the Lien Trustee, it is unreasonable for Tarion to claim and rely upon a rule stating: "No documentation - no coverage." Clearly this is meant to protect a builder who did not specify and document the finishes to be used and made no representations to purchasers of such. In the case of missing documentation, or documentation that disappeared with an insolvent builder, it is reasonable for the purchasers to rely upon other supporting evidence with respect to what they were purchasing including the marketing materials and the affidavits by those individuals who had prepared the original specifications.

Finally, WSCC would point the tribunal to *Scott vs. Sarsfield Foods Ltd.* where a defect was accepted by Justice Stewart as:

(37) Principles relied upon by both parties are summarized, to a large degree, in I. Goldsmith and T.G. Heintzman, Goldsmith on Canadian Building Contracts, fourth edition (pp 5-11 – 5-14 under a Breach Contract; By Contractor(b) Defective Work which reads in part as follows:

Work that does not meet the requirements of the specifications contained in the contract or in the absence of such specifications, is not reasonable workmanlike quality, is not proper compliance with the contract and constitutes a breach. Furthermore, compliance by the contractor with the specifications will not be sufficient performance if the specifications were not prepared by him and are deficient, even if they were approved by the owner. Whether work or material supplied is defective or not is, in each

Waterloo Standard Condominium Corporation No. 591

case, a question of fact, depending on the construction of the particular specifications where there are any, and on expert evidence as to what is reasonable where there are none.

WSCC #591 thus contends that Dora Car is expert evidence in this case and the affidavit supports the claim of breach by the vendor in substituting materials of lesser quality in the common areas of the building and as such, should be warranted by Tarion.

STATUTORY DECLARATION

PROVINCE OF ONTARIO)	
)	IN THE MATTER OF 144 Park Ltd.
REGIONAL MUNICIPALITY)	
OF WATERLOO)	
TO WIT:)	

I, John Chow, of the City of Toronto, MAKE OATH AND SAY AS FOLLOWS:

1. I am an architect and a partner of Turner Fleischer Architects Inc. ("Turner Fleischer").
2. Turner Fleischer was retained by Mady Development Ltd. ("Mady") to provide architectural services with respect the construction of a 19 story, 149 unit condominium building known as 144 Park (the "Project").
3. As a partner of Turner Fleischer I was in charge of Turner Fleischer's involvement in the Project from its inception to the present.
4. Specifically, Turner Fleischer provided design services and construction administration for the Project.
5. To the best of my knowledge and belief, all other consultants who worked with Mady on the Project contracted with Mady directly.
6. Turner Fleischer co-ordinated its work with Mady and the other consultants retained by Mady however, Turner Fleischer engaged no sub-consultants or contractors.
7. Turner Fleischer's scope of work did not include the design of the common area interiors for the Project. Mady contracted for this work with Gordana Car Interior Design Studio Inc.
8. At no time during construction of the Project was Turner Fleischer involved with the design or the creation of specifications for the interior finishes for the common areas of the Project and did not issue or cause to be issued any change notices with respect to common area finishes, materials or designs.

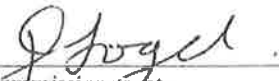
9. This Affidavit is provided at the request of unit purchasers of units in the Project and for no improper reason.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at North York,)
Ontario, this 5 day of August, 2015.)
)
)



John Chow



A Commissioner, etc.

David Fogel
Lawyer

STATUTORY DECLARATION

PROVINCE OF ONTARIO)	
)	IN THE MATTER OF 144 PARK BLVD.
REGIONAL MUNICIPALITY)	
OF WATERLOO)	
TO WIT:)	

I, Dora Car, of the City of Waterloo, in the Regional Municipality of Waterloo, MAKE OATH AND SAY AS FOLLOWS:

1. I am an Interior Designer and the President of Gordana Car Interior Design Studio Inc. Gordana Car Interior Design Studio Inc. specializes in the creation and implementation of interior designs for large residential and commercial real estate developments.
2. Gordana Car Interior Design Studio Inc. was retained by Mady Contract Corporation ("Mady") in 2008 to design a Sales/Presentation Centre for a proposed condominium project in Uptown Waterloo.
3. Mady advised that its plan was to construct a high quality, luxury condominium project in Uptown Waterloo with 149 units and extensive common areas (the "Project").
4. Mady directed that Gordana Car Interior Design Studio Inc. create interior designs for the common areas of the Project that would achieve Mady's goal to create an up-scale residential development with designs and finishes that would reflect the utmost in good taste, quality and luxury.
5. The Sales/Presentation Centre clearly portrayed a residential development that included designs and finishes that would make it clear to potential purchasers that the developer would create a Project that would be beautifully decorated with tasteful, high quality materials and finishes.
6. The Sales/Presentation Centre that Gordana Car Interior Design Studio Inc. created for 144 Park won the 2009 Best New Home Sales Office award at the WRHBA Awards of Distinction.
7. Gordana Car Interior Design Studio Inc. was retained by Mady to do all of the interior design work and to select the finishes required for the common areas of Project. Gordana Car Interior Design Studio Inc. created specifications for the Project that were

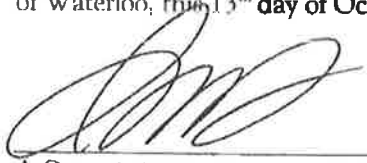
consistent with and reflected the designs and specifications of the Sales/Presentation Centre. Those specifications included selections for all materials, finishes, colours and millwork detail. All of this detail was included in tender packages prepared by Gordana Car Interior Design Studio Inc. for use by Mady.

8. After construction commenced and a significant number of units in the Project had been pre-sold to buyers, Mady advised Gordana Car Interior Design Studio Inc. that it intended to substitute certain materials with lower price materials.
9. In fact, a majority of the materials that were included in the tender package prepared by Gordana Car Interior Design Studio Inc. were not used for the common areas of the Project. Those material selections were changed or "value engineered" by Mady and, during the construction process, I learned that Mady had directed its in-house decorator to make colour selections that were different than those stipulated by Gordana Car Interior Design Studio Inc.
10. As the Project neared substantial completion, I attended at 144 Park to view the Building and the common areas. I was very disappointed by what I saw. It was clear that Gordana Car Interior Design Studio Inc.'s décor specifications had not been followed and its design vision had not been carried through.
11. I also noted that the quality of the workmanship was very poor and, in my view, was unacceptable. What had been done did not reflect the image of quality, value and luxury that Gordana Car Interior Design Studio Inc. had envisaged, nor did it reflect what unit purchasers had seen at the Sales/Presentation Centre for the Project.
12. Gordana Car Interior Design Studio Inc. was contacted by unit purchasers in March 2015, to review its original design and specifications in order to determine whether those designs and specifications had been followed by Mady when the Project was constructed.
13. Our inspection of the Project in March 2015, confirmed that Mady had not followed Gordana Car Interior Design Studio Inc.'s concepts and specifications. Attached as Schedule "A" hereto is a detailed summary of the material differences between what was specified by Gordana Car Interior Design Studio Inc. and what was actually constructed by Mady. Included in that summary is an estimate of the costs to bring the Project up to the original design standards and specifications.
14. Gordana Car Interior Design Studio Inc. is very concerned that the interior designs and finishes that actually exist in the Project at present do not reflect its original designs and finishes as presented to (and approved by) Mady, to be incorporated in the Project. Any representation that the work actually done at the Project was in accordance with what was originally conceived by Gordana Car Interior Design Studio Inc., would be embarrassing to Gordana Car Interior Design Studio Inc. and it wishes to disassociate itself from the Project in its present state.


- 15. Unit purchasers have not received what the Sales/Presentation Centre depicted and promised for the common elements. At no time did Gordana Car Interior Design Studio Inc. authorize or approve any changes in the original designs, materials, specifications and finishes it created or selected for the Project.
- 16. I make this Affidavit at the request of certain unit owners in the Project and to provide details and confirmation of the involvement of Gordana Car Interior Design Studio Inc. in the Project.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at the City of)
Waterloo, in the Regional Municipality)
of Waterloo, this 13th day of October, 2015.)



A Commissioner, etc.



 Dora Car

SCHEDULE "A"

144 PARK DEFICIENCY LIST - DECOR

GORDANA CAR INTERIOR DESIGN

1100 GORHAM STREET, NEWMARKET, UNIT 17

905 251 0844

DC@GORDANACARDESIGN.COM



SCHEDULE "A"

144 PARK DEFICIENCY LIST - DECOR

GORDANA CAR INTERIOR DESIGN

1100 GORHAM STREET, NEWMARKET, UNIT-17

905 251 6844

DC@GORDANACARDESIGN.COM



REASON CODE
 1= SUBSTITUTED MATERIAL
 2= NO APPROVAL
 3= DEFECTIVE MATERIAL

LOBBY DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
FLOOR TILE (VESTIBULE BORDER TILE)	12X12 REGAL SERIES CHOCOLATE BROWN MATTE	\$2.50 SQ FT	1, 2	12X24 EMPARADOR MARBLE HONED	\$10 SQ FT	PLEASE SEE OVER ALL TILE REPLACEMENT CC 3T
FLOOR TILE (MAIN TILE)	24X24 REGAL SERIES TAUPE POLISHED	\$4.50 SQ FT	3	TOO SLIPPERY FOR RESIDENTS. SHOULD BE REPLACED FOR ANTI-SLIP TILE	BULK PRICE	PLEASE SEE OVER ALL TILE REPLACEMENT CC 3T
MILLWORK	PAINTED WOOD PANELING	LESS THAN INTENDED MILLWORK SPEC	1, 2, 3	STAIN GRADE CHERRY WALL PANELING W/ LINEAR FIREPLACE CLAD IN MARBLE	BULK PRICE	\$50,000 - REMOVAL OF OLD MILLWORK INSTALLATION OF NEW MILLWORK
MAIN ELEVATORS	LAMINATE PANELS ON CAB WALLS (3 ELEVATORS)	N/A	3	PANELS ARE DAMAGED AND SCRATCHED. NEED TO BE REPLACED W/ NEW PANELS	BULK PRICE	\$7,500 REMOVAL OF EXISTING AND REPLAC W/ NEW
STONE ON INTERCOM. IN VESTIBULE	BEIGE QUARTZ	LESS THAN MARBLE INTENDED	1, 2	MARBLE	\$1,000	\$1,500 (WITH FABRICATION)
HANDICAP ELEVATOR	OPEN ELEVATOR WITHOUT FASCIA SINGLE OPERATED	LESS THAN ELEVATOR INTENDED	1, 2, 3	HIGH QUALITY HANDICAP ELEVATOR, FRAMED AND DRYWALLED TO COVER ELEVATOR SHAFT	TBD	PRICE AND LABOR TO BE QUOTED BY ELEVATOR SUPPLIER
LIGHT FIXTURES	STANDARD FIXTURES	LESS THAN LIGHT FIXTURES INTENDED	1, 2	HIGHER LEVEL FLUSH MOUNT FIXTURES	\$500 PER FIXTURE	\$4,000
WALL COVERING (main lobby w/c)	KOROSEAL ORLEANS TEA COZY R921-94	\$21.85 / YD	3	MATERIAL IS PEELING OFF WALL WAS POORLY INSTALLED	\$30 / YARD	\$4,900 REMOVE DEFECTIVE WALLPAPER REPLACE WITH NEW WALLPAPER OF MEDIUM VALUE
FURNITURE	NO FURNITURE PROVIDED	0	1, 2	SOFA, COFFEE TABLE 2 CHAIRS IN MAIN LOBBY. 4-ARM CHAIRS TOTAL IN LOWER LOBBY	BULK PRICE	\$6,500
STAIRS FROM LOWER LOBBY TO UPPER LOBBY	NOT TO CODE. STAIR TRENDS ARE TOO NARROW	N/A	3	NEEDS TO BE REPLACED W/ TREADS/RISERS TO CODE AND ANTI-SLIP MATERIAL		\$6,000 REMOVAL OF EXISTING STAIRS REPLACE W/ NEW STAIR TO BE FINISHED W/ ANTI-SLIP ONE MATERIAL

144 PARK

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THEATRE DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
WALLCOVERING	PAINTED WALLS	N/A	1, 2, 3	WALLCOVERING SAME AS LOBBY	\$21.90 PER YARD. 65 YARDS	\$5,500 SUPPLY AND INSTALL
SLOPE FLOOR FOR SEATING	RAISED PLATFORM DETAIL NOT BUILT.	BUILDER COST W/ LABOR	1, 2, 3	RAISED PLATFORM WITH STEPS FOR SIGHT VIEW	LABOR AND MATERIAL	\$7,500 APPROX
AV EQUIPMENT SUPPLIED AND INSTALLED	ITEM NOT PROVIDED	N/A	1, 2, 3	AV EQUIPMENT AS PER THEATRE CONSULTANT	LABOR AND MATERIAL	TO BE QUOTED SEPARATELY
CARPET	PRIME FLOORS - IRIZA COLLECTION SAN JAMIE 107 PRIME EXPRESS	\$3.50 SQ FT	1, 2, 3	SHAW CONTRACT GROUP DRESSED TO KILL SHADOW CARPET POORLY INSTALLED	BULK PRICE (SEE FLOORING QUOTE)	BULK PRICE INCLUDES OLD MATERIAL RIPPED OUT, NEW MATERIAL INSTALLED W/ LABOUR

GUEST SUITE DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
FURNITURE	NO FURNITURE	N/A	1	BED, MATTRESS, END TABLE, LAMP, ART ACCESSORIES, DRESSER, AREA RUG	\$6,500	\$6,500
WALL PAINT	PAINTED WRONG COLOR	N/A	1, 2, 3	BENJAMIN MOORE - BALBOA MIST	\$1,500	\$1,500 PAINT/LABOUR

144 PARK

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AMENITY AREA DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
PARTY ROOM: LIGHT FIXTURES	BUILDERS STANDARD LIGHT FIXTURES	BUILDER COST PRICE	1, 2	PENDANTS AND CHANDELIER SELECTED BY DESIGNER	BULK PRICE	\$30,000
PARTY ROOM: WASHROOM CABINETS	INCOMPLETE CABINETS		3	POOR QUALITY CABINETS NEEDS TO BE REPLACED	\$1,500	\$1,500
PARTY ROOM: FURNITURE	NO FURNITURE	N/A	1, 2, 3	DINING TABLES, DINING CHAIRS, SOFA AND ARM CHAIRS, BARSTOOLS, ACCESSORIES, ARTWORK	BULK PRICE	\$20,000
OUTDOOR AMENITY AREA: FURNITURE	NO FURNITURE	N/A	1, 2, 3	OUTDOOR PATIO SET, CHAIRS, BBQ, LOUNGE SEATING	BULK PRICE	\$30,000
GYM	NO TV SCREENS AS INTENDED	N/A	1, 2, 3	TV SCREENS WITH EXERCISE MACHINES	TBD	AV TO BE QUOTED SEPARATELY

COMMON FLOORS 5-17 DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
WALLPAPER	COLOUR AND DESIGN SONZI TAPESTONE	\$15.95 / YARD	1, 2, 3	WALLPAPER PEELING OFF OF WALL, NOT INSTALLED PROPERLY, DAMAGED, NEEDS TO BE REPLACED	\$22.95 / YARD	\$55,000 WALLPAPER TO BE REMOVED, WALLS PATCHED AND PRED. NEW WALLPAPER SUPPLIED AND INSTALLED. LOOKS 5-17
CARPET	MADISON COURT, BROWN 78927	\$3.28 SQ FT	1, 2, 3	CARPET INSTALLED POORLY DAMAGED BY INSTALLERS, LOWER LEVEL THAN WHAT SHOULD BE BUILDING STANDARD	1440 YARDS BULK PRICE	PLEASE SEE OVERALL CARPET REPLACEMENT COST
SUITE ENTRY DETAIL	PAINTED WOOD W/ MIRROR DETAIL AND STANDARD WALL SCOFF	N/A	1, 2, 3	STAINED CHERRY WOOD W/ DESIGNER WALL SCOFF AND TRIM TO MATCH	BULK PRICE	REMOVE CURRENT SUITE DETAIL REPLACE WITH SIMPLER DETAIL (DESIGNER TO PROVIDE DRAWINGS) \$300 PER SUITE / 148 SUITES \$45,000
LIGHTING	BUILDER STANDARD LIGHT FIXTURES	N/A	1, 2, 3	DESIGNER SELECTED LIGHT FIXTURES INTENDED, CURRENT DO NOT PROVIDE ENOUGH LIGHT	BULK PRICE	\$50,000.00
TILE	24X24 REGAL SERIES TAUPE W/ BORDER IN 12X24 FABRIC BROWN PORCELAIN TILE	\$3.50 SQ FT	1, 2	BORDER TILE INCORRECT. INTENDED TILE - GRIS PULPIS MARBLE HONED	BULK PRICE	PLEASE SEE OVERALL TILE REPLACEMENT COST. IN ORDER TO CHANGE BORDER, ALL TILE IN LEVEL OR LOBBY MUST BE REPLACED

144 PARK

REASON CODE
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FLOOR 19 (PH) DEFICIENCIES

ITEM	CURRENT FINISH SPEC	MATERIAL COST	REPORT REFERENCE	INTENDED FINISH SPEC/ DEFICIENCY NOTE	MATERIAL COST	COST TO CORRECT
WALLPAPER	KOROSEAL POLLACK MOZART 621-31	\$21.85 / YARD	1,2,3	WALLPAPER SUBSTITUTED FOR LOWER VALUE. INSTALLATION IS SUBPAR AND NEEDS TO BE REPLACED AND REPAIRED	\$23.50 / YARD	\$7,500 (CURRENT WALLPAPER TO BE REPLACED, WALLS TO BE PATCHED, NEW WALLPAPER INSTALLED)
CARPET	MADISON COUR MUSKET GREY	\$3.28 SQYD	3	CARPET POORLY INSTALLED AND DAMAGED. RIP OUT AND REPLACE	BULK PRICE	SEE OVERALL CARPET REPLACEMENT COST
SUITE ENTRY DETAIL	PAINTED WOOD TRIM	LESSER VALUE THAN INTENDED	1,2,3	INTENDED MILLWORK WAS TO BE STAINED CHERRY WOOD W/ TRIM TO MATCH	\$500 PER SUITE	\$2,000
LIGHTING	BUILDER STANDARD CEILING MOUNT FIXTURES	LESSER VALUE THAN INTENDED	1,2,3	DESIGNER SELECTED LIGHT FIXTURES THAT REFLECT LUXURY OF BUILDING	BULK PRICE FOR FLOOR	\$1,500

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PRICING BREAKDOWN

ITEM	NOTE	PRICE
TILE	REPLACE ALL LOBBY TILES, TILES ON AMENITY ROOM FLOOR, AND ALL OTHER FLOORS (INCLUDING THE REMOVAL OF ALL DEFICIENT TILES, REPAIR OF FLOORING, SUPPLY AND INSTALL OF NEW APPROPRIATE TILE THAT IS AT THE LEVEL ORIGINALLY INTENDED)	\$215,000.00 *
CARPET	REPLACE CARPET ON ALL FLOORS (INCLUDING REMOVAL, REPAIR AND INSTALLATION OF NEW CARPET, TO BE SELECTED BY DESIGNER)	\$55,000.00 *
WALLPAPER	REPLACE DEFICIENT WALLPAPER IN LOBBY, BROWNSTONE CORRIDORS, ON 3RD, 4TH, 5TH-17TH AND 18-19TH FLOORS (INCLUDING REMOVING CURRENT DEFICIENT WALLPAPER, REPAIRING AND PATCHING DAMAGE AND INSTALLING NEW WALLPAPER TO APPROPRIATE LEVEL AND GRADE)	\$80,000.00
FURNITURE	ORDER AND INSTALL ALL FURNITURE FOR LOBBY, AMENITY ROOM, OFFICE, RECEPTION, AND GUEST ROOM	\$63,000.00
MILLWORK	REMOVE ALL DEFICIENT MILLWORK AND REPLACE WITH INTENDED MILLWORK DESIGN AND QUALITY. REPLACE ELEVATOR PANELS IN ALL ELEVATORS	\$102,500.00 *
LIGHT FIXTURES	REPLACE BUILDER STANDARD FIXTURES THROUGHOUT BUILDING WITH APPROPRIATE LIGHT FIXTURES AS ORIGINALLY INTENDED. ALL FLOORS INCLUDING LOBBY AND AMENITY SPACE, BROWNSTONE CORRIDORS, PENTHOUSE FLOOR, ETC	\$39,500.00 *
DESIGN MANAGEMENT AND CONSULTING FEE	INTERIOR DESIGNER TO CREATE DESIGN DOCUMENT WITH NECESSARY CHANGES TO BUILDING, SUPERVISE AND MANAGE TRADES AND WORK AS PROJECT MANAGER UNTIL COMPLETION OF ALL WORKS ON BUILDING. COORDINATION WITH ALL SUPPLIERS TO ENSURE MATERIALS ARE ACCURATE AND QUALITY OF WORK HIGH. DRAWINGS TO BE DONE AS NECESSARY (I.E. FINISH PLAN FOR BUILDING FOR TRADE COORDINATION).	\$25,000.00
		\$412,000

ESTIMATED COST TO REVITALIZE 144 PARK

TOTAL \$580,000.00

AP.S

Re: yellow
PATS li:
Items

the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the Powers of Attorney Act, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

(b) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default.

Common Elements

26. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of

144 PARK - UPTOWN WATERLOO
October 18, 2009

construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

27. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Risk

28. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy License attached hereto as Schedule C. If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion:

- (a) make such repairs as are necessary to complete the construction and, if necessary, delay the Occupancy Date in the manner permitted in paragraph 7 of the Occupancy License;
- (b) terminate this Agreement and return to the Purchaser all monies paid by the Purchaser to the Vendor, with interest payable under the terms of the Occupancy License, if the Vendor has frustrated this Agreement at law; or
- (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 7(1) of the Act.

The Vendor hereby acknowledges and agrees that all monies paid by the Vendor to the Purchaser shall be for the benefit of the Purchaser.

Tarion precedent cases:

Craddock vs Tarion etc.

Construction Case Law Example

<http://paralegalsoshawa.ca/services/small-claims-court/faulty-workmanship>

McEachern, De Mel

Litigation Paralegals Professional Corporation

Defective Workmanship

Constructors, mechanics, technicians, and others who are paid to build, assemble, install, fix, or repair things are human and will, from time-to-time, make mistakes that **are quite costly to correct, if correctable at all, resulting in litigation in recovery of the resulting losses.**

Legally, 'defective workmanship' cases are usually framed in contract law as well as tort law. The contract law issues allege 'breach of contract' for the breach of an expressed term or an implied term within the workmanship agreement and regardless of whether such agreement was verbal or in writing. Generally, a contract will explicitly state that work shall be performed to usual and proper standards or, if the contract is silent on the standards, the law deems that proper standards were presumed. Similarly, in tort law, allegations are made as 'negligence' for the failure to perform workmanship to usual and proper standards.

Legal professionals tend to frame defective workmanship lawsuits as both a breach of contract claim and negligence claim as there may be slight, but important, differences in the manner in which courts assess and award the damages owed for the faulty work depending under which basis for claim is ultimately determined as the valid basis in a given situation. Legal professionals when setting out claims as either breach of contract or negligence will do so with each as an alternative to one another; what is known as 'pleading in the alternative'. The idea of 'pleading in the alternative' is to open up either the 'breach of contract' strategy and/or the 'negligence' strategy as possibilities for winning if the case ultimately goes to trial (as happens unless settled beforehand).

Defects Defined

What constitutes a defect is often highly subjective. Excessively proud property owners may be more discriminating upon the quality of workmanship than the contractor who

believes that the quality of workmanship, while imperfect, meets or exceeds the specifications stated as contractual obligations or the common law standard expected in negligence law known as 'a good and workmanlike manner'. The contractor may also perceive, sometimes wrongfully, that simply satisfying the standards of workmanship prescribed by statutes such as the **Building Code Act, 1992, S.O. 1992, Chapter 23** is satisfactory. Of course in law, a defect is only a defect when a judge says it is so. In **Scott v. Sarsfield Roads Ltd., 2000 CanLII 3533**, a defect was accepted by Justice Stewart as:

[37] Principles relied upon by both parties are summarized, to a large degree, in I. Goldsmith and T.G. Heintzman, Goldsmith on Canadian Building Contracts, fourth edition (Toronto; Carswell, 1988 at pp. 5-11 to 5-14 under a Breach Contract; 2. By Contractor(b) Defective Work which reads in part as follows:

Work which does not meet the requirements of the specifications contained in the contract, or which, in the absence of such specifications, is not a reasonable workmanlike quality, is not **proper compliance with the contract and constitutes a breach. Furthermore, compliance by the contractor with the specifications will not be sufficient performance if the specifications were prepared by him and are deficient, even if they were approved by the owner. Whether work, or material supplied, is defective or not is, in each case, a question of fact, depending on the construction of the particular specifications where there are any, and on expert evidence as to what is reasonable where there are none.**

Where a contract, either expressly or by implication, contains a particular standard for the work to be done, an owner is not entitled to insist on work of a higher quality. ...

On the other hand, compliance by the contractor with a statutory or regulatory standard of conduct may not be sufficient, if it is not the standard called for by the contract, or reasonable in the circumstances.

An owner who has accepted the work does not thereby necessarily lose his right to claim damages for defective work, unless the defects have been expressly approved, or unless approval of them can be otherwise inferred from the owner's conduct. Sometimes a contract contains a provision guaranteeing certain parts of the work for a particular period, and any defects occurring during such period of guaranteed maintenance must be remedied by the contractor.

Generally speaking, a contractor is liable only for defects resulting from his own work or from work or materials of his suppliers and subcontractors. ...

Apart from being contractually liable to the owner, a contractor who has been guilty of negligent construction in a dangerous or unsafe structure may be liable in tort to the owner and to third parties. ... The standard of care for which the contractor is responsible may be determined by his contracts with the owner or subcontractor or, in the absence of specific provisions applying to the circumstances, by expert evidence about the standard of conduct in his industry.

→ see "Do, a Car"

Actual to my conclusion, it is

→ for maintenance

→ for use

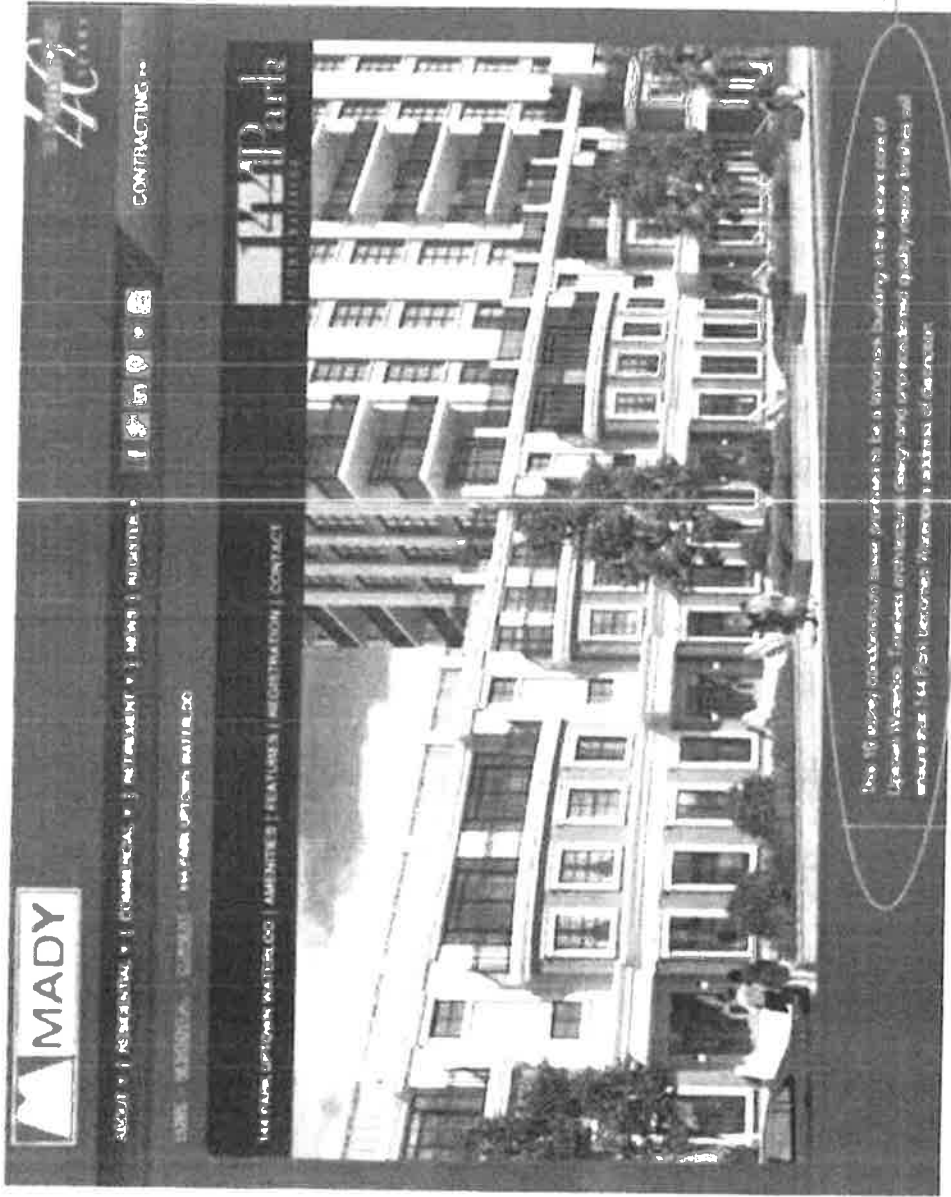
→ another part

→ to be taken

→ by maintenance

144 Park Marketing Website

<http://mady.com/developments/144-park>



Enlarged here

The below statement, as per the Mady 144 Park website (still present at Feb 4th, 2015), was a promise of "unprecedented quality interior finishes".

Purchaser: signed APSs based on this claim and, as per Section 26 of any APS for 144 Park:

- a) sales materials are specifically recognized along with plans and specifications
- b) substitutions of materials are only permitted to be of equal or better quality in the judgement of the Vendor's architect, whose determination shall be final and binding.

Please see the Statutory Declarations from the Vendor's architect and their designer.

This 19 story condominium tower promises to be a landmark building in the vibrant core of Uptown Waterloo. Timeless architectural design and unprecedented quality interior finishes will ensure that 144 Park becomes Waterloo's address of distinction.

The following is one example of non-deliverables to date:

Note below the Mady 144 Park marketing website image of the features of the promised Party Room such as ceiling, lighting, crown moldings, open walls, furniture...



PHOTOGRAPHY
BY [unreadable]

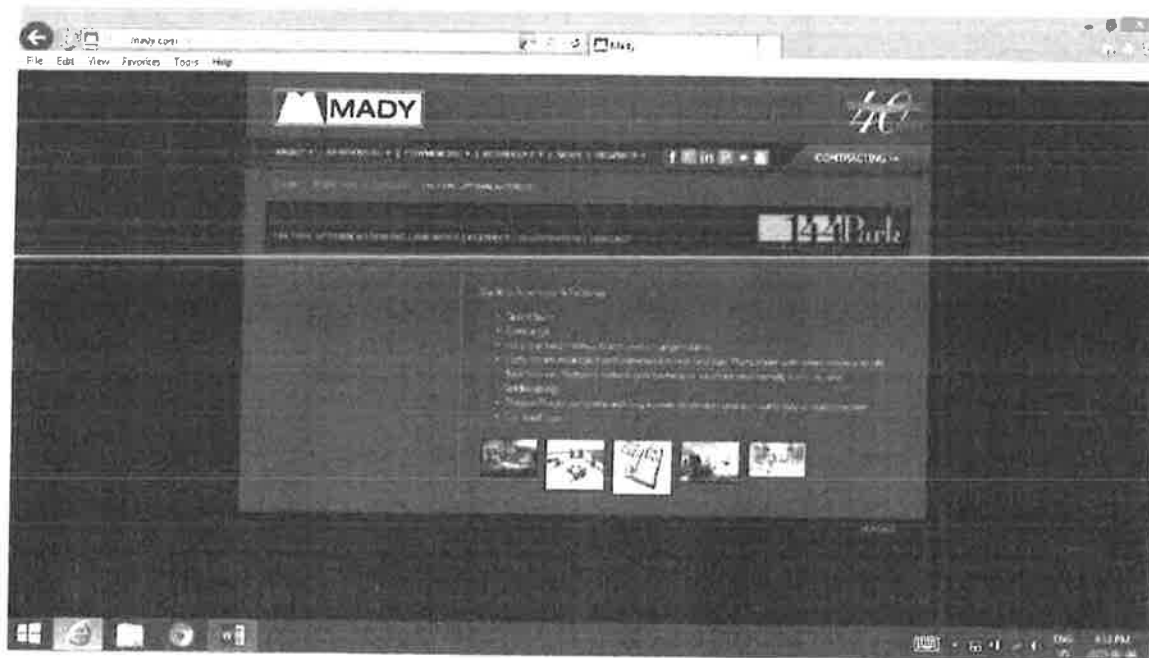
CLOSE X

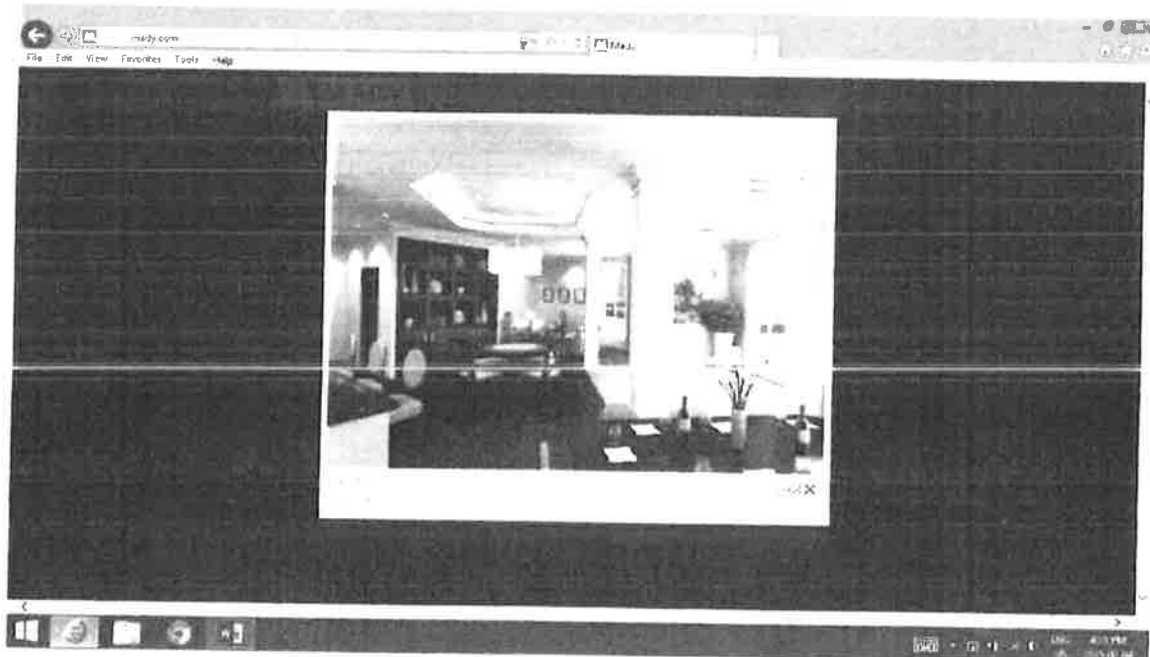
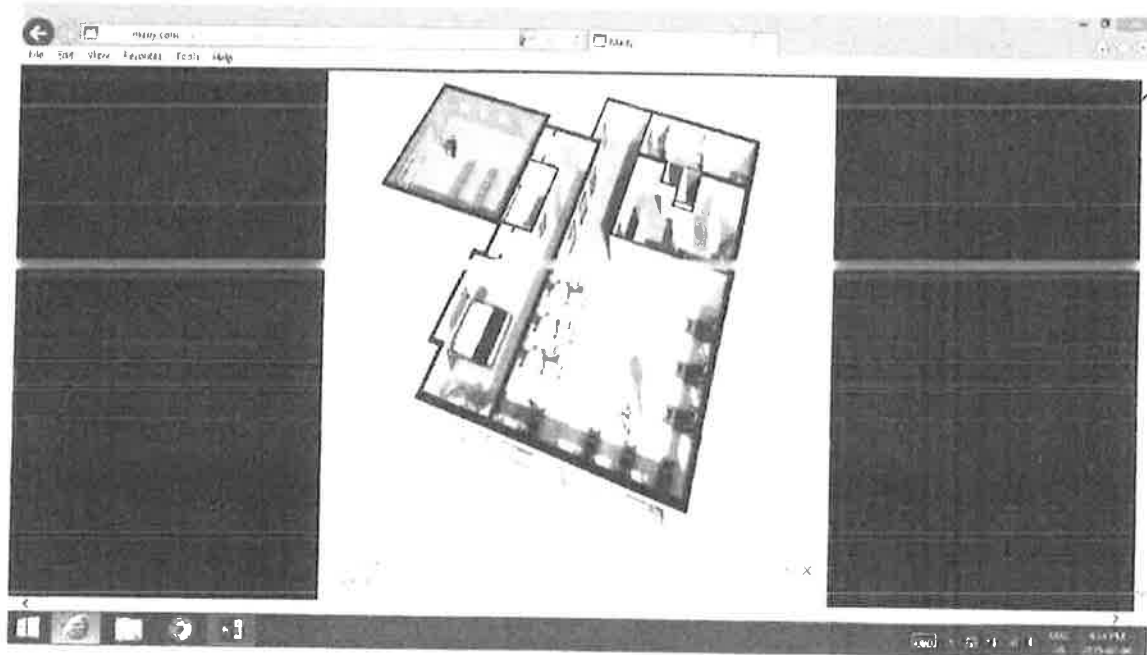
...as compared to the actual Party Room in its current state with a plain ceiling, no provision for spotlights, plain ceiling lights, no crown molding, closed walls instead of pillars, no furniture. In addition the kitchen is as yet unfinished as are walls, trim, woodwork, panelling and ceiling.

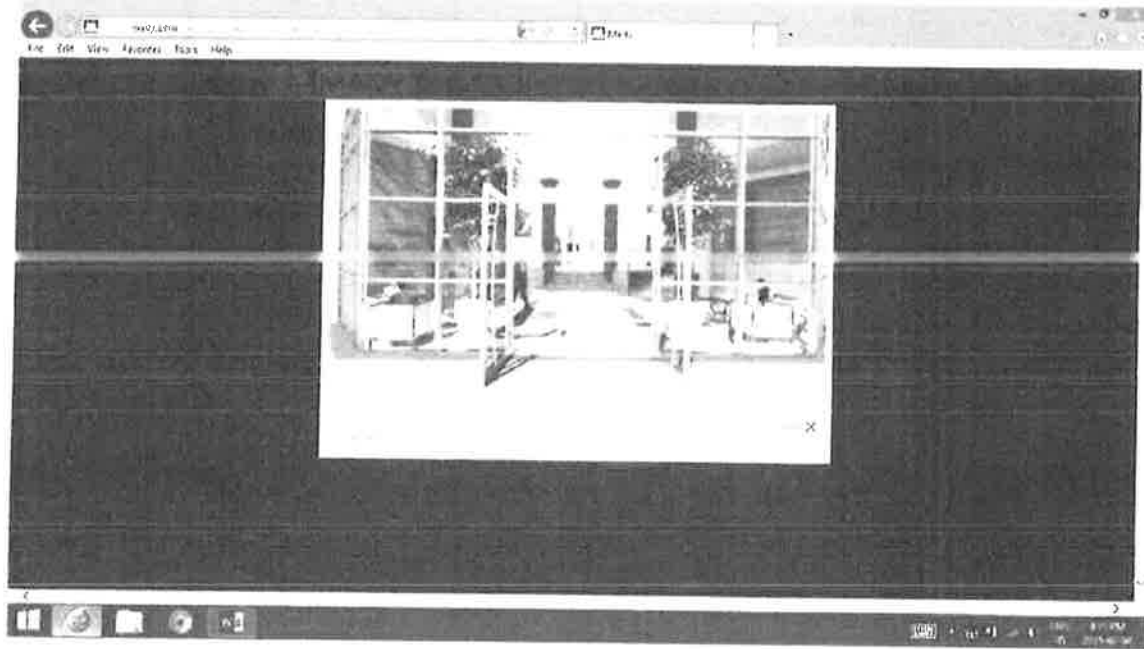


Unfortunately, this party room example of “cutting corners” is mirrored throughout other common areas of the building, such as lobby and hallways.

For reference, screenshots of Mady's 144 Park Project promotional website are printed below.







144 PARK

PARC KENNEDY T. ARION





= REPLACED OR SUBSTITUTED

INTENDED FINISHES AT 144 PARK	
FLOOR TILES	
TILE# 1	Olympia Tile: 24"x24" Regal/Taupe/Polished; Porcelain; LOCATION: LOBBY
TILE# 2	Olympia Tile: 12"x24" Emperor Brown Marble Polished LOCATION: LOBBY
TILE# 3	Olympia Tile: 12"x24" Emperor Brown Marble Honed Porcelain; LOCATION: LOBBY
TILE# 4	Olympia Tile: 12"x24" Millie Righe Camel Maize; Porcelain; LOCATION: MAIL ROOM
TILE# 5	Olympia Tile: 9x24 Tro Bourger Cream LOCATION: PARTY ROOM WASHROOM
TILE# 6	Olympia Tile: 24"x24" Regal/Cream/Polished; LOCATION
TILE# 7	Olympia Tile: 12"x24" Fabric/Chocolate Brown/Taupe; LOCATION
TILE# 8	Olympia Tile: 12"x12" Fabric/Chocolate Brown/Taupe; LOCATION: BORDER TILE
TILE# 9	Olympia Tile: 12"x24" Gris Public Marble Honed LOCATION: PENTHOUSE EV. LOBBY
TILE# 10	Olympia Tile: 12"x24" Gr Series/Polished/Taupe LOCATION: PARTY ROOM WASHROOM
TILE# 11	Olympia Tile: 4"x12" Gr Series/Polished/Ivory; LOCATION: LOOGER ROOM WASHROOM
TILE# 12	Olympia Tile: 4"x12" Gr Series/Semi Polished/Taupe; LOCATION
TILE# 13	Olympia Tile: 12"x24" Gr Series/Grnp/Taupe; LOCATION: FITNESS WASHROOM
TILE# 14	Dot: Wall Mosaic, Briquette Argille; LOCATION: FITNESS WASHROOM
TILE# 15	Dot: Wall Mosaic, Mud Woodchip LOCATION: FITNESS WASHROOM
TILE# 16	Olympia 24x24 - Crema Marfil POLISHED PORCELAIN LOCATION: COMMON CORRIDOR ELEVATOR LOBBY

CURRENT FINISHES AT 144 PARK	
FLOOR TILES	
TILE# 1	Olympia Tile: 24"x24" Regal/Taupe/Polished; Porcelain; LOCATION: LOBBY
TILE# 2	Olympia Tile: 12"x24" Regal/Chocolate Brown/Polished; Porcelain; LOCATION: LOBBY
TILE# 3	Olympia Tile: 12"x24" Regal/Chocolate Brown/Maize; Porcelain; LOCATION: LOBBY
TILE# 4	Olympia Tile: 12"x12" Gr Series/Maize/Ivory; Porcelain; LOCATION: Mail Room
TILE# 5	Dot: 12x20 Neo Maroon; LOCATION: PARTY ROOM WASHROOM
TILE# 6	Olympia Tile: 24"x24" Regal/Cream/Polished; LOCATION
TILE# 7	Olympia Tile: 12"x24" Fabric/Chocolate Brown/Taupe; LOCATION
TILE# 8	Olympia Tile: 12"x12" Fabric/Chocolate Brown/Taupe; LOCATION: BORDER TILE
TILE# 9	Olympia Tile: 12"x24" Classic Design Striato Chiaro PL LOCATION: PENTHOUSE EV. LOBBY
TILE# 10	Olympia Tile: 12"x24" Gr Series/Maize/Ivory; LOCATION: PARTY ROOM WASHROOM
TILE# 11	Olympia Tile: 4"x12" Gr Series/Polished/Ivory; LOCATION: LOOGER ROOM WASHROOM
TILE# 12	Olympia Tile: 4"x12" Gr Series/Semi Polished/Taupe; LOCATION: LR WASHROOM
TILE# 13	Olympia Tile: 12"x12" Gr Series/Grnp/Taupe; LOCATION: ON: FITNESS WASHROOM
TILE# 14	Dot: Wall Mosaic, Briquette Argille; LOCATION: WASHROOM
TILE# 15	Dot: Wall Mosaic, Mud Woodchip LOCATION: WASHROOM
TILE# 16	Olympia 24x24, Satin, Taupe; LOCATION: COMMON CORRIDOR ELEVATOR LOBBY

CURRENT FINISHES AT 144 PARK	
CARPET	
CARPET# 1	Peerless Contract: Madison Court; Style#8045; Colour #78927 Emperor's Brown; LOCATION: COMMON FLOORS
CARPET# 2	Peerless Contract: Madison Court; Style#8045; Colour #86599 Musklet Grey; LOCATION: TOWNHOUSE CORRIDOR, PENTHOUSE FLOOR
CARPET# 3	Prime Floors: Ibiza Collection; San Jaime 107 Prime Express; LOCATION: THEATRE, THEATRE LEVEL
HW# 1	Tony's Summit/ Beech/Wenge; Bewel; Edge Pank
HW# 2	*SIGNA WOOD* Premium Gym Hardwood Flooring, Solid Beech 5'08"x12'14", Natural Colour, Tongue and Groove Installation Undercarriage System as per Contractor and manufacturer
HW# 3	BUILDERS STANDARD
WALL COVERINGS	
WC# 1:	York Contract: Collection: Uptown Metro Pattern; Hyde Park, Number#GW1531 LOCATION: MAIL ROOM
WC# 2:	Karosa, Orleans; Tea Cozy R921-94 Contract: Metro Wallcoverings
WC# 3:	Colour and Design, Sonzi, CD-502-11 Taupesoni
WC# 4:	REFLECTIONS AS1-1-26523 VERISA WALLCOVERINGS LOCATION: LOBBY OFFICE, PENTHOUSE
WC# 5:	York Contract: Collection: Uptown Metro Pattern; Kensington #GW1593 Contract: Metro Wallcoverings

INTENDED FINISHES AT 144 PARK	
CARPET	
CARPET# 1	Peerless Contract: Madison Court; Style#8045; Colour #78927 Emperor's Brown; LOCATION: COMMON FLOORS
CARPET# 2	Peerless Contract: Madison Court; Style#8045; Colour #86599 Musklet Grey; LOCATION: TOWNHOUSE CORRIDOR, PENTHOUSE FLOOR
CARPET# 3	Prime Floors: Ibiza Collection; San Jaime 107 Prime Express; LOCATION: THEATRE, THEATRE LEVEL
HW# 1	Tony's Summit/ Beech/Wenge; Bewel; Edge Pank
HW# 2	*SIGNA WOOD* Premium Gym Hardwood Flooring, Solid Beech 5'08"x12'14", Natural Colour, Tongue and Groove Installation Undercarriage System as per Contractor and manufacturer
HW# 3	BUILDERS STANDARD
WALL COVERINGS	
WC# 1:	York Contract: Collection: Uptown Metro Pattern; Hyde Park, Number#GW1531 LOCATION: MAIL ROOM
WC# 2:	Karosa, Orleans; Tea Cozy R921-94 LOCA ON: LOBBY WALLS
WC# 3:	Colour and Design, Sonzi, CD-502-11 Taupesoni
WC# 4:	Karosa, Orleans; Tea Cozy R921-94 LOCA ON: COMMON FLOORS 5-17
WC# 5:	York Contract: Collection: Uptown Metro Pattern; Kensington #GW1593 LOCA ON: AMENITY COORIDORS

**144 PARK
CURRENT FINISHES
1 OF 2**

<p>Lobby Vestibule</p> <p>Flooring: Tile #3 OLYMPIA 12X24 REGAL SERIES, CHOCOLATE BROWN MATTE PRICE \$2.50/SQ FT</p>	<p>Fitness Washrooms</p> <p>Flooring: Tile #13 OLYMPIA TILE 12X12 GI SERIES TAUPE PRICE \$1.50/SQ FT</p> <p>Walls: Tile #11 with accent of Tile #12 4X12 GI SERIES POLISHED IVORY WITH 4X12 GI SERIES POLISHED TAUPE PRICE TILE #11 \$0.50/SQ FT PRICE TILE #12 \$2.50/SQ FT</p>
<p>Lobby</p> <p>Flooring: Tile #1 with Tile #2 Borders 24X24 REGAL TAUPE POLISHED WITH 12X24 REGAL CHOCOLATE BROWN POLISHED PRICE (TILE #1) \$4.50/SQ FT PRICE (TILE #2) \$3.50/SQ FT</p> <p>Wallpaper2: KOROSEAL ORLEANS, TEA COZY R921-94 PRICE 75 yds @ \$2.95 PER LINEAL YARD</p>	<p>Guest Suite</p> <p>Flooring: Builders Standard Hardwood</p> <p>Walls: Paint</p>
<p>Lobby Elevator Area</p> <p>Flooring: Tile #1 with Tile #2 Borders 24X24 REGAL TAUPE POLISHED WITH 12X24 REGAL CHOCOLATE BROWN POLISHED BORDER PRICE (TILE #1) \$4.50/SQ FT PRICE (TILE #2) \$3.50/SQ FT</p> <p>Walls2: KOROSEAL ORLEANS, TEA COZY R921-94 PRICE 75 yds @ \$2.95 PER LINEAL YARD</p>	<p>Party Room</p> <p>Flooring: Hardwood #1 TORLY'S SUMMIT, BEECH WENGE EDGE PLANK PRICE \$4.00/SQ FT</p> <p>Walls: Paint</p> <p>Flooring: Tile #10 OLYMPIA TILE 12X12 GI SERIES MATTE TAUPE PRICE \$1.50/SQ FT</p>
<p>Mail Room</p> <p>Flooring: Tile #3 OLYMPIA REGAL SERIES, 12X24 CHOCOLATE BROWN MATTE PRICE \$2.50/SQ FT</p> <p>Wallpaper1: YORK CONTRACT. COLLECTION : UPTOWN METRO; PATTERN: HYDEPARK GW1631 PRICE 30 yds @ \$21.95 PER LINEAL YARD</p>	<p>Party Room- Bar Area</p> <p>Walls: Paint</p> <p>Flooring: Tile #10 OLYMPIA TILE 12X12 GI SERIES MATTE TAUPE PRICE \$1.50/SQ FT</p> <p>Walls: Tile #5 & Tile #14 CIOT 10X20 NEO MAROON WITH BRIQUETTE ARGILE MOSAIC PRICE (TILE #5) \$4.50/SQ FT PRICE (TILE #14) \$2.50/SQ FT</p>
<p>Lobby Washroom</p> <p>Flooring: Tile #1 24X24 REGAL SERIES TAUPE POLISHED PRICE \$4.50/SQ FT</p> <p>Wallpaper3: COLOUR AND DESIGN, SONZI, TAUPESTONE CD-SOZ-11 PRICE \$13.95 PER LINEAL YARD</p>	<p>Level 3 Amenity Corridors</p> <p>Flooring: Tile #15 for Elevator Lobby, Carpet #3 for Amenity Corridors</p> <p>OLYMPIA 24X24 SATIN TAUPE (TILE16) with PRIME FLOORS, IBIZA COLLECTION SAN JAMIE 107 PRIME EXPRESS (CARPET3) PRICE (TILE16) \$5.50/SQ FT PRICE (CARPET 3) \$2.35/SQ FT</p>
<p>Lobby Office</p> <p>Flooring: Carpet #1 PEERLESS CONTRACT, MADISON COURT 78927 EMPEROR'S BROWN PRICE \$3.28/SQ FT</p> <p>Wallpaper4: PATTY-MADDEN, MOTIV, ELECTRA PRICE \$21.9 PER LINEAL YARD</p>	<p>Level 4 Amenity & Suite Corridors</p> <p>Walls: Wallcovering #6 PATTY-MADDEN SOLO TYPE II LXB-XOL-0 PRICE \$21.35 PER LINEAL YARD</p> <p>Flooring: Carpet #1 PEERLESS CONTRACT MADISON COURT 8045 EMPERORS BROWN PRICE \$3.28 SQ FT</p> <p>Walls: Wallcovering #5 YORK CONTRACT UPTOWN METRO KESINGTON GW1683 PRICE \$21.95 PER LINEAL YARD</p>
<p>Theatre</p> <p>Flooring: Carpet #3 PRIME FLOORS, IBIZA COLLECTION SAN JAMIE 107 PRIME EXPRESS PRICE \$2.35/SQ FT</p> <p>Walls: Paint</p>	<p>Level 5 to 14 Suits Corridors</p> <p>Flooring: Carpet #1, Tile #6 with Border of Tile #7 in Elevator Lobby</p> <p>PEERLESS CONTRACT MADISON COURT 8045 EMPERORS BROWN PRICE \$3.28 SQ FT</p> <p>24X24 REGAL SERIES CREAM POLISHED WITH BORDER OF 12X24 FABRIC CHOCOLATE BROWN TAUPE PRICE \$4.50/SQ FT PRICE \$2.50/SQ FT</p> <p>Walls: Wallcovering #3 COLOR AND DESIGN SONZI TAUPESTONE CD-SOZ-11 PRICE \$13.95 PER LINEAL YARD</p>

**144 PARK
CURRENT FINISHES
2 OF 2**

Level 15 to 18 Suite Corridors	Flooring: Carpet #1 Tile #6 with Border of Tile #7 in Elevator Lobby PEERLESS CONTRACT MADISON COURT 8045 EMPERORS BROWN PRICE \$7.25 SQ. FT. 24X24 REGAL SERIES CREAM POLISHED WITH BORDER OF 12X24 FABRIC CHOCOLATE BROWN TAIPE PRICE \$9.00 SQ. FT. PRICE \$1.50 SQ. FT. Walls: Wallcovering #3 COLOUR AND DESIGN, SONZI, TALPESTONE CD-SOZ-11 PRICE \$19.95 PER LINEAL YARD
Level 19 Penthouse Corridors	Flooring: Carpet, Tile #8 in Elevator Lobby OLYMPIA TILE 12X24 STRIATO CHIARO POLISHED PRICE \$7.50 SQ. FT. Walls: Wallcovering #4 KOROSEAL POLLACK MOZART 82-31 PRICE \$21.95 PER LINEAL YARD

**144 PARK
DEFICIENCY LIST - DECOR**

Date:

Item #	Risk Area	Deficiency	Report Reference	Cost to Correct	Initial to clear
	PARKING ENTRANCE	TILE FLOOR/ BLOCK REPAIR	MATERIAL COST \$8.00 SQ/FT LABOUR SEPARATE		
1.a	PARKING ENTRANCE	WALLPAPER WALLS	\$25 PER LINEAL YARD LABOUR SEPARATE		
1.b	PARKING (P)	REPAIRED/ PAINTED	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
2	LOBBY	LIGHTS UPGRADED TO SPEC	\$1000.00 FOR ALL LOBBY LIGHT FIXTURES LABOUR COST SEPARATE		
2.a	LOBBY HANDICAP ELEVATOR	SINGLE OPERATED	TO BE QUOTED BY ELEVATOR SUPPLIER		
2.b	LOBBY HANDICAP ELEVATOR	DRYWALL TO CEILING AS PER SPEC	TO BE QUOTED BY G C GENERAL CONTRACTOR		
2.c	LOBBY MILLWORK	REPLACE DUE TO POOR QUALITY/CRAFTSMANSHIP.	DESIGNER TO COORDINATE NEW MILLWORK DRAWINGS AND RECEIVE QUOTES TO REPLACE AND INSTALL NEW		
2.d	LOBBY WALLPAPER	REMOVE/REPLACE WITH SPECIFICATION	\$25 PER LINEAL YARD AT 75 YARDS \$1875 (LABOUR SEPARATE)		
2.e	LOBBY DOORS INTERIOR	REPLACE/REPAIR PAINT DOORS	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
2.f	LOBBY FURNITURE	SUPPLY FURNITURE TO SPECIFICATION	\$5000		
2.g	LOBBY TILE	REMOVE/REPLACE	\$7.00 SQ/FT FOR MATERIAL COST LABOUR AND REMOVAL TO BE QUOTED SEPARATELY		
3	THEATRE / GUEST ROOM	COMPLETE THESE ROOMS	\$15,000 - \$20,000 (FURNITURE, EQUIPMENT, ACCESSORIES)		
3.a	THEATRE	SLOPED FLOOR/ INSTALL CARPET AND PAINT	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
3.b	THEATRE	A.V EQUIPMENT SUPPLIED	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
3.c	FLOOR TILE	REPLACE TILE TO SPECIFICATION	\$7.00 SQ/FT FOR MATERIAL COST LABOUR AND REMOVAL TO BE QUOTED SEPARATELY		

**144 PARK
DEFICIENCY LIST - DECOR**

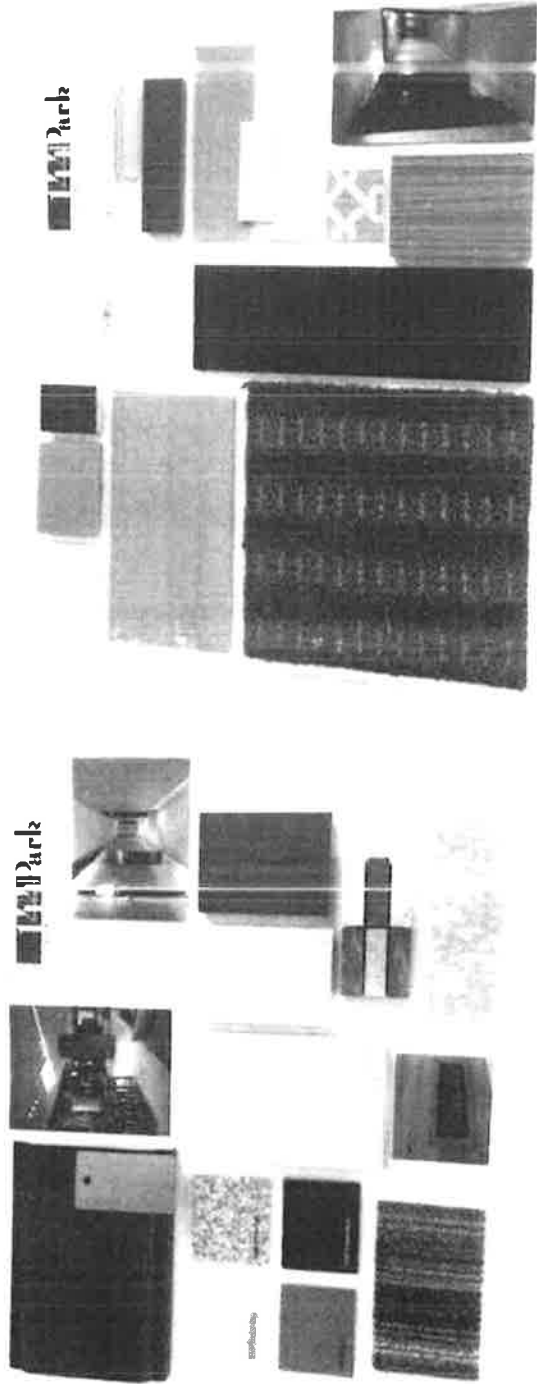
Date:

Item #	Risk Area	Deficiency	Report Reference	Cost to Correct	Initial to clear
3.d	WALLS	REMOVE/REPLACE WALLPAPER DUE TO POOR INSTALLATION	\$25 PER LINEAL YARD LABOUR SEPARATE		
3.e	SPRINKLER PIPES	FRAME IN/ DRYWALL SPRINKLER PIPE DRAINS	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
3.f	GUEST ROOM	PAINT	TO BE QUOTED BY G C GENERAL CONTRACTOR		
3.g	GUEST ROOM	FURNISH ROOM	INCLUDED IN ITEM #3		
3.h	GUEST ROOM	COMPLETE BATHROOM TILE, LIGHTS, CABINETS	INCLUDED IN ITEM #3		
3.i	FLOOR 4	PAINT DOORS	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
4	FLOOR 4	CARPET INSTALLED	\$5 SQ FT		
4.a	FLOOR 4	REMOVE WALLPAPER/REPLACE	\$25 PER LINEAL YARD LABOUR SEPARATE		
4.b	FLOOR 4 PARTY ROOM	LIGHTS REPLACED WITH SPECIFICATION	\$2000		
4.c	FLOOR 4 PARTY ROOM	COMPLETE CABINETS/BATHROOM/TILE	\$3000		
4.e	FLOOR 4 PARTY ROOM	FURNISH ROOM	\$6000		
4.f	PATIO	FURNISH PATIO FURNITURE	\$5000 - \$7000		
5	FLOORS 5-17	REMOVE WALLPAPER/ NEW WALLPAPER	\$25 PER LINEAL YARD LABOUR SEPARATE		
5.a	FLOORS 5-17	REMOVE CARPET DUE TO POOR INSTALLATION	TO BE QUOTED BY G C GENERAL CONTRACTOR		
5.b	FLOORS 5-17	SUITE ENTRY DOOR MILLWORK REPLACED DUE TO POOR QUALITY	TO BE QUOTED BY G C GENERAL CONTRACTOR		
5.c	FLOORS 5-17	REPLACE LIGHT FIXTURES, SUITE ENTRY DOOR LIGHTS REPLACED	\$20,000 - \$25,000		
6.a	FLOORS 18-19	CARPET INSTALLED	\$6.50 SQ FT		

**144 PARK
DEFICIENCY LIST - DECOR**

Date:

Item #	Risk Area	Deficiency	Report Reference	Cost to Correct	Initial to clear
6.b	FLOORS 18-19	REMOVE WALLPAPER/REPLACE TO SPECIFICATION	\$25 PER LINEAL YARD REMOVAL AND REPAIR TO BE QUOTED BY G.C		
6.c	FLOORS 18-19	MILLWORK REDONE DUE TO POOR QUALITY / DAMAGED	TO BE QUOTED BY MILLWORK COMPANY FOR REPAIR VS REPLACEMENT		
6.d	FLOORS 18-19	PAINT ALL BASEBOARDS	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
6.e	FLOORS 18-19	REPAIR CEILING	TO BE QUOTED BY G.C GENERAL CONTRACTOR		
6.f	FLOORS 18-19	REPLACE CEILING LIGHTS TO SPEC	\$1500		
7	ELEVATORS	REPLACE TILE TO SPEC	\$15 SQ FT (APPRX 140 SQ FT)		
7.a	ELEVATORS	REPLACE SCRATCHED ELEVATOR PANELS	TO BE QUOTED BY ELEVATOR SUPPLIER		
7.b	ELEVATORS	REPLACE DENTED STAINLESS STEEL	TO BE QUOTED BY ELEVATOR SUPPLIER		





Decision Letter

November 27, 2018

WATERLOO STANDARD CONDOMINIUM CORPORATION 591
 Attention: AJ Mueller
 1701 - 144 Park St.
 WATERLOO ON N2L 0B6

Dear WATERLOO STANDARD CONDOMINIUM CORPORATION 591,

Re: 144 Park St., Waterloo ON N2L 0B6
Home Enrolment # H1637218
Case # 3234147

This letter sets out the decision of Tarion Warranty Corporation ("Tarion") in response to the claim made by Waterloo Standard Condominium Corporation 591 ("WSCC 591") claim. This decision is made under section 14 of the *Ontario New Home Warranties Plan Act* (the "ONHWP Act") and this letter constitutes notice of our decision under section 16 of the ONHWP Act.

Your Claim Claim under section 14(3) of the ONHWP Act with respect to items listed as follows in the First Year Performance Audit (prepared by Cion Coulter) received by Tarion on February 5, 2016 and the First Year Performance Audit Addendum(s) (prepared by Cion Coulter) received by Tarion on May 23, 2016 & May 24, 2016 submitted by WSCC 591.

Tarion's Decision The claim is denied.

Reasons for Tarion's Decision **The following claims have been made by WSCC 591:**

First Year Performance Audit - PA Ref #: 4.0

Description: Substituted materials and construction are of lower quality than design/brochures for finishes of the entrance lobby (lower ceiling, larger stairs, larger space, etc.).

Location: Ground Level - Entrance vestibule and lobby.



First Year Performance Audit - PA Ref #: 7.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level GPH - throughout the corridor

First Year Performance Audit - PA Ref #: 16.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level GPH - Suite doors (GPH1, GPH2, GPH3, GPH4)

First Year Performance Audit - PA Ref #: 39.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level PH - throughout the corridor

First Year Performance Audit - PA Ref #: 47.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level PH - Suite doors (PH1, PH2, PH3, PH4, PH5, PH6, PH7).

First Year Performance Audit - PA Ref #: 71.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 17 - throughout the corridor

First Year Performance Audit - PA Ref #: 101.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 16 - throughout the corridor

First Year Performance Audit - PA Ref #: 111.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 16 - Suite doors (1601, 1602, 1603, 1604, 1605, 1606, 1607).

First Year Performance Audit - PA Ref #: 135.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 15 - throughout the corridor

First Year Performance Audit - PA Ref #: 145.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 15 - Suite doors (1501, 1502, 1503, 1504, 1505,



1506, 1507).

First Year Performance Audit - PA Ref #: 167.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 14 - throughout the corridor

First Year Performance Audit - PA Ref #: 176.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 14 - Suite doors (1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410).

First Year Performance Audit - PA Ref #: 202.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 13 - throughout the corridor

First Year Performance Audit - PA Ref #: 211.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 13 - Suite doors (1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310).

First Year Performance Audit - PA Ref #: 237.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 12 - throughout the corridor

First Year Performance Audit - PA Ref #: 247.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 12 - Suite doors (1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210).

First Year Performance Audit - PA Ref #: 272.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 11 - throughout the corridor

First Year Performance Audit - PA Ref #: 282.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 11 - Suite doors (1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110).



First Year Performance Audit - PA Ref #: 302.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 10 - throughout the corridor

First Year Performance Audit - PA Ref #: 311.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 10 - Suite doors (1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010).

First Year Performance Audit - PA Ref #: 335.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 9 - throughout the corridor

First Year Performance Audit - PA Ref #: 343.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 9 - Suite doors (901, 902, 903, 904, 905, 906, 907, 908, 909, 910).

First Year Performance Audit - PA Ref #: 360.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 8 - throughout the corridor

First Year Performance Audit - PA Ref #: 369.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 8 - Suite doors (801, 802, 803, 804, 805, 806, 807, 808, 809, 810).

First Year Performance Audit - PA Ref #: 389.0

Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.

Location: Level 7 - throughout the corridor

First Year Performance Audit - PA Ref #: 399.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location: Level 7 - Suite doors (701, 702, 703, 704, 705, 706, 707, 708, 709, 710).

First Year Performance Audit - PA Ref #: 424.0

Description: Substituted materials are of lower quality for finishes



of carpet, tiles, wallpaper, lighting, paint.
Location: Level 6 - throughout the corridor

First Year Performance Audit - PA Ref #: 434.0
Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.
Location: Level 6 - Suite doors (601, 602, 603, 604, 605, 606, 607, 608, 609, 610).

First Year Performance Audit - PA Ref #: 455.0
Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.
Location: Level 5 - throughout the corridor

First Year Performance Audit - PA Ref #: 467.0
Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.
Location: Level 5 - Suite doors (501, 502, 503, 504, 505, 506, 507, 508, 509, 510).

First Year Performance Audit - PA Ref #: 490.0
Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.
Location: Level 4 - throughout the corridor

First Year Performance Audit - PA Ref #: 500.0
Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.
Location: Level 4 - Suite doors (401, 402, 403, 404, 405, 406, 407, 408, 409).

First Year Performance Audit - PA Ref #: 569.0
Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.
Location: Level 3 - throughout the corridor

First Year Performance Audit - PA Ref #: 629.0
Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.
Location: Level 2 - throughout the corridor

First Year Performance Audit - PA Ref #: 660.0
Description: Substituted materials are of lower quality for finishes of carpet, tiles, wallpaper, lighting, paint.
Location: Ground Level - throughout the corridor



First Year Performance Audit - PA Ref #: 723.0

Description: Substituted materials are of lower quality than design/brochures for finishes of the suite doors.

Location, Ground Level:

- North corridor adjacent units TH5, TH6, TH7, TH8.
- South corridor adjacent Units TH1, TH2, TH3, TH4.

WSSC 591's position is that the material finishes provided by the builder in the common element areas listed above are of lower quality than what was indicated in the marketing materials for this condominium project and that this is a breach of the substitution warranty outlined in the ONHWP Act.

WSSC 591 initially relied upon marketing brochures and rendering photos to support their claim. Further documentation was provided by WSSC 591 on August 23, 2018. That documentation consisted of further copies of marketing materials, an excerpt from an Agreement of Purchase and Sale, and Statutory Declarations from the Project Architect and Interior Designer (both retained by the builder) relating to the material finishes of the common element areas of the project.

Tarion reviewed all of the documentation provided by WSSC 591, along with the Declaration and Description.

Section 19 of Regulation 892 states that "where a vendor makes a substitution with respect to an item that is referred to in the purchase agreement that is not an item that is to be selected by the purchaser, the item will be of equal or better quality than the item referred to in the purchase agreement."

In order for there to be a valid claim under section 19, the item must be referred to in a purchase agreement. Upon review of the documentation provided by the Condominium Corporation, and particularly the Agreement of Purchase and Sale, there is no reference to any of the type of material finishes that were to have been used in the common element areas of the project. The marketing materials do not form part of the Agreement of Purchase and Sale. As such, there is no breach of the substitution warranty outlined in section 19 of Regulation 892 of the ONHWP Act.

References The warranties and limits on warranties under the ONHWP Act are described on Tarion's website and in Appendix "A" to the Warranty Assessment Report.



**Appealing
Tarion's
Decision**

If you wish to dispute this decision, you have the right to appeal the decision and require a hearing by the Licence Appeal Tribunal. To appeal, you must mail or deliver a Notice of Appeal to Tarion and the Tribunal **within 15 calendar days** after you receive this decision.

The Notice of Appeal form, the Tribunal's Rules of Practice and other related information may be found on the Tribunal's website at www.SLASTO-TSAPNO.gov.on.ca.

Regards,

Ron Salisbury
Warranty Services Representative
Tarion Warranty Corporation

Copy to: Tarion - Administrative Appeals Coordinator
RSM Canada Limited in its capacity as Trustee for the property owned by
144 Park Ltd.

TAB K

Waterloo Standard Condominium Corporation No. 591

Operating as: UPTOWN WATERLOO

January 24th, 2019

Via Email

Mr. Tom McDermott
Chief Operating Officer and Registrar
Licence Appeal Tribunal
530-20 Dundas Street W.
Toronto, ON M5G 2C2

RE: LAT File No. 11812/ONHWPA
Unauthorized Substitutions of Materials
WSCC 591 vs. Tarion Warranty Corporation ("Tarion")

Dear Mr. McDermott,

Further to Tarion's request to allow 144 Park Ltd. (the "Vendor") to be added as a party to the above proceedings, please be advised that WSCC 591 asks that this request not be granted for the following reasons:

- Tarion informed us that Tarion had deemed this Vendor as "unwilling and unable" and this Vendor is therefore not "a registrant in good standing". Because this Vendor is not "a registrant in good standing", WSCC 591's claim is with Tarion only. Tarion should be able to act alone in this appeal without fear of recourse from this Vendor.
- this Vendor is no longer in business and will not be directly affected by the outcome of this appeal, therefore should no longer have a significant interest in this proceeding.
- Tarion's decision to deny this claim was based in part on the lack of original specification of materials. The trustee, court appointed to manage specific affairs on behalf of this Vendor, was not able to produce any original specifications evidence to Tarion or WSCC 591 in the past and is not expected to produce such or any other relevant evidence at this stage. (If, however, new evidence is available now, it should be shared prior to the case conference. New evidence may change Tarion's or WSCC 591's position but should not be a pass for this Vendor to become a party to these proceedings.)

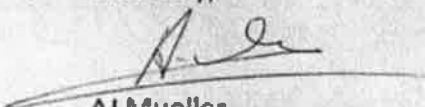
Waterloo Standard Condominium Corporation (WSCC) 591,
c/o Sanderson Management Inc. 30 Water Str. N. Kitchener, ON, N2H 5A8

Waterloo Standard Condominium Corporation No. 591

- The trustee representing the interests of this Vendor is a Construction Lien Trustee with the obligation to represent all parties, including WSCC 591, equally without bias towards any one party. As a party to this LAT proceeding, the Construction Lien Trustee would be arguing on behalf of other debt holders against WSCC 591, which would place the Construction Lien Trustee in a conflict of interest position.
- Furthermore, in the past and during several of our collective meetings, the Construction Lien Trustee made it quite clear to WSCC 591 and Tarion that as court appointed trustee, they may not repair or settle any deficiencies unless those deficiencies have been clearly identified as warranted by Tarion. Therefore, in the absence of a Vendor in good standing, it is our opinion that the presence of the Construction Lien Trustee in this appeal discussion will only stand in the way of negotiations towards a potential resolution without a hearing.

Thank you.

Sincerely,



AJ Mueller
President WSCC 591
on behalf of The Board of Directors

Please direct any responses to my attention either by
email: mueller.ajm@gmail.com
phone: 519-503-7900 or
mail: 1701 - 144 Park Street, Waterloo, ON N2L 0B6

TAB L

**LICENCE APPEAL
TRIBUNAL**

**TRIBUNAL D'APPEL EN MATIÈRE
DE PERMIS**



**Safety, Licensing Appeals and
Standards Tribunals Ontario**

**Tribunaux de la sécurité, des appels en
matière de permis et des normes Ontario**

Citation: W.S.C.C. 519 v. Tarion Warranty Corporation, 2019 ONLAT ONHWPA 11812

Date: March 7, 2019

File Number: 11812 ONHWPA

Appeal from a Decision of Tarion Warranty Corporation under the *Ontario New Home Warranties Plan Act* to Disallow a Claim

Between:

W.S.C.C. 519

Appellant

and

Tarion Warranty Corporation

Respondent

CASE CONFERENCE REPORT

ADJUDICATOR: Avril A. Farlam, Vice-Chair

APPEARANCES:

For the Appellants: Achim Mueller, Agent

For the Respondent: Danielle Peck, Counsel

For the Proposed Added Party: Sam Rappos, Counsel

Heard by teleconference: March 4, 2019

CASE CONFERENCE REPORT

[Note: This Case Conference Report is part of the confidential case conference process, and it shall not form part of the record of this appeal, and it shall not be disclosed to the Tribunal member assigned to conduct the hearing, if one is needed, unless both parties consent.]

- [1] The appellant condominium corporation challenges the November 27, 2018 decision of Tarion Warranty Corporation (“Tarion”) to deny the appellant’s common element warranty claims under s. 14 (3) of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c. O.31 (“Act”) set out in Tarion’s decision letter dated November 27, 2018 (“alleged defects”) from the appellants first year performance audits received by Tarion (“PA”).
- [2] The appellant is the owner of the common elements of a 19 storey residential condominium building. The alleged defects in the common elements are:
 - a. a materials and workmanship claim for the ground level entrance vestibule and lobby (PA item #4.0), and
 - b. materials claims for the corridors and suite doors of levels GPH , level PH, and levels 17 to ground level. This 19 storey high rise residential condominium building.

Issues in Dispute

- a. Do the alleged defects set out in the respondent’s decision letter dated November 27, 2018 fall within the first-year warranty coverage provided by the Act?
- b. If so, have damages resulted from those defects?
- c. If so, what is the amount of those damages?

Result

- [3] At the request of the appellant the case conference was adjourned so that so that appellant’s counsel could file a Declaration of Representative with the Tribunal and attend the case conference.
- [4] On consent of both parties and the builder’s representative, the case conference is adjourned to **April 4, 2019 at 11:00 a.m.** and will be conducted by teleconference.

At the above noted date and time, parties and the builder's representative are instructed to call the following number:

Toll-free dial-in number: 1-866-633-0848

Local dial-in number: 416-212-8012

Conference ID: 5709464

- [5] The Tribunal shall give notice of the case conference to the parties and to the builder's representative.
- [6] The parties exchanged contact information and agreed to continue discussions.
- [7] If the parties reach an agreement on the issues in dispute prior to the scheduled hearing date, they shall immediately advise the Tribunal. The Tribunal will thereafter cancel the hearing.
- [8] The *Safety, Licencing Appeals & Standards Tribunal Ontario Common Rules of Practice & Procedure, October 2, 2017* apply to this appeal except where varied by Order.

LICENCE APPEAL TRIBUNAL



Avril A. Farlam, Vice-Chair

Released: March 7, 2019

TAB M

**LICENCE APPEAL
TRIBUNAL**

**TRIBUNAL D'APPEL EN MATIÈRE
DE PERMIS**

**Safety, Licensing Appeals and
Standards Tribunals Ontario**

**Tribunaux de la sécurité, des appels en
matière de permis et des normes Ontario**



Citation: W.S.C.C. 519 v. Tarion Warranty Corporation, 2019 ONLAT ONHWPA 11812

Date: March 7, 2019

File Number: 11812 ONHWPA

Appeal from a Decision of Tarion Warranty Corporation under the *Ontario New Home Warranties Plan Act* to Disallow a Claim

Between:

W.S.C.C. 519

Appellant

and

Tarion Warranty Corporation

Respondent

ORDER

Order made by: Avril A. Farlam, Vice-Chair

Date of Order: March 4, 2019

Further to the case conference held on March 4, 2019, I order the following:

- [1] The appellant condominium corporation challenges the November 27, 2018 decision of Tarion Warranty Corporation ("Tarion") to deny the appellant's

common element warranty claims under s. 14 (3) of the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 ("Act") set out in Tarion's decision letter dated November 27, 2018 ("alleged defects) from the appellants first year performance audits received by Tarion ("PA").

- [2] The appellant is the owner of the common elements of a 19 storey residential condominium building. The alleged defects in the common elements are:
- a. a materials and workmanship claim for the ground level entrance vestibule and lobby (PA item #4.0), and
 - b. materials claims for the corridors and suite doors of levels GPH , level PH, and levels 17 to ground level. This 19 storey high rise residential condominium building.
- [3] The issues to be determined at the hearing are:
- a. Do the alleged defects set out in the respondent's decision letter dated November 27, 2018 fall within the first-year warranty coverage provided by the Act?
 - b. If so, have damages resulted from those defects?
 - c. If so, what is the amount of those damages?
- [4] At the request of the appellant the case conference was adjourned so that so that appellant's counsel could file a Declaration of Representative with the Tribunal and attend the case conference.
- [5] On consent of both parties and the builder's representative, the case conference is adjourned to **April 4, 2019 at 11:00 a.m.** and will be conducted by teleconference.

At the above noted date and time, parties and the builder's representative are instructed to call the following number:

Toll-free dial-in number: 1-866-633-0848

Local dial-in number: 416-212-8012

Conference ID: 5709464

- [6] The Tribunal shall give notice of the case conference to the parties and to the builder's representative.

- [7] If the parties reach an agreement on the issues in dispute prior to the scheduled hearing date, they shall immediately advise the Tribunal. The Tribunal will thereafter cancel the hearing.
- [8] The hearing adjudicator may amend the case management process set out in this Order, subject to the submissions from the parties, as deemed fit.
- [9] Nothing in this Order affects any requirement under the *Ontario New Home Warranties Plan Act*.
- [10] The *Safety, Licencing Appeals & Standards Tribunal Ontario Common Rules of Practice & Procedure, October 2, 2017* apply to this appeal except where varied by this Order.

LICENCE APPEAL TRIBUNAL



Avril A. Farlam, Vice-Chair

Released: March 7, 2019

TAB N

**LICENCE APPEAL
TRIBUNAL**

**TRIBUNAL D'APPEL EN MATIÈRE
DE PERMIS**



**Safety, Licensing Appeals and
Standards Tribunals Ontario**

**Tribunaux de la sécurité, des appels en
matière de permis et des normes Ontario**

Citation: W.S.C.C. 519 v. Tarion Warranty Corporation, 2019 ONLAT ONHWPA 11812

Date: 2019-04-09
File Number: 11812 ONHWPA

Appeal from a Decision of Tarion Warranty Corporation under the *Ontario New Home Warranties Plan Act* to Disallow a Claim

Between:

W.S.C.C. 519

Appellant

and

Tarion Warranty Corporation

Respondent

CASE CONFERENCE REPORT

ADJUDICATOR: Avril A. Farlam, Vice-Chair

APPEARANCES:

For the Appellants: Duncan Irwin, Counsel

For the Respondent: Danielle Peck, Counsel

For the Proposed Added Party: Sam Rappos, Counsel

Heard by teleconference: April 4, 2019

CASE CONFERENCE REPORT

[Note: This Case Conference Report is part of the confidential case conference process, and it shall not form part of the record of this appeal, and it shall not be disclosed to the Tribunal member assigned to conduct the hearing, if one is needed, unless both parties consent.]

- [1] The appellant condominium corporation challenges the November 27, 2018 decision of Tarion Warranty Corporation (“Tarion”) to deny the appellant’s common element warranty claims under s. 14 (3) of the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31 (“Act”) set out in Tarion’s decision letter dated November 27, 2018 (“alleged defects) from the appellants first year performance audits received by Tarion (“PA”).
- [2] The appellant is the owner of the common elements of a 19 storey residential condominium building. The alleged defects in the common elements are:
- a. a materials and workmanship claim for the ground level entrance vestibule and lobby (PA item #4.0), and
 - b. materials claims for the corridors and suite doors of levels GPH , level PH, and levels 17 to ground level. This 19 storey high rise residential condominium building.

Issues in Dispute

- a. Do the alleged defects set out in the respondent’s decision letter dated November 27, 2018 fall within the first-year warranty coverage provided by the Act?
- b. If so, have damages resulted from those defects?
- c. If so, what is the amount of those damages?

Result

- [3] At the request of appellant’s counsel and counsel for the proposed added party and with agreement of Tarion’s counsel, the case conference was adjourned so that the parties can consider an outstanding settlement proposal which may resolve this appeal.
- [4] The case conference is adjourned to **May 10, 2019 at 1:30 p.m.** and will be conducted by teleconference.

At the above noted date and time, parties and the builder's representative are instructed to call the following number:

Toll-free dial-in number: 1-866-500-5845

Local dial-in number: 416-212-8014

Conference ID: 5968744

- [5] The Tribunal shall give notice of the case conference to the parties and to the builder's representative.
- [6] If the appeal is resolved prior to resumption of the case conference, appellant's counsel must serve respondent's counsel and builder's representative with a Notice of Withdrawal available at <https://slasto-tsapno.gov.on.ca/lat-tamp/en/general-service/forms/> and serve a copy of that Notice to the Registrar, and file a copy with the Tribunal.
- [7] If the parties reach an agreement on the issues in dispute prior to the scheduled hearing date, they shall immediately advise the Tribunal. The Tribunal will thereafter cancel the hearing.
- [8] The *Safety, Licencing Appeals & Standards Tribunal Ontario Common Rules of Practice & Procedure, October 2, 2017* apply to this appeal except where varied by Order.

LICENCE APPEAL TRIBUNAL



Avril A. Farlam, Vice-Chair

Released: April 9, 2019

TAB O

**LICENCE APPEAL
TRIBUNAL**

**TRIBUNAL D'APPEL EN MATIÈRE
DE PERMIS**

**Safety, Licensing Appeals and
Standards Tribunals Ontario**

**Tribunaux de la sécurité, des appels en
matière de permis et des normes Ontario**



Citation: W.S.C.C. 519 v. Tarion Warranty Corporation, 2019 ONLAT ONHWPA 11812

Date: 2019-04-09
File Number: 11812 ONHWPA

Appeal from a Decision of Tarion Warranty Corporation under the *Ontario New Home Warranties Plan Act* to Disallow a Claim

Between:

W.S.C.C. 519

Appellant

and

Tarion Warranty Corporation

Respondent

ORDER

Order made by: Avril A. Farlam, Vice-Chair

Date of Order: April 4, 2019

Further to the case conference held on April 4, 2019, I order the following:

- [1] The appellant condominium corporation challenges the November 27, 2018 decision of Tarion Warranty Corporation (“Tarion”) to deny the appellant’s common element warranty claims under s. 14 (3) of the *Ontario New Home*

Warranties Plan Act, R.S.O. 1990, c. O.31 (“Act”) set out in Tarion’s decision letter dated November 27, 2018 (“alleged defects”) from the appellants first year performance audits received by Tarion (“PA”).

- [2] The appellant is the owner of the common elements of a 19 storey residential condominium building. The alleged defects in the common elements are:
- a. a materials and workmanship claim for the ground level entrance vestibule and lobby (PA item #4.0), and
 - b. materials claims for the corridors and suite doors of levels GPH , level PH, and levels 17 to ground level. This 19 storey high rise residential condominium building.
- [3] The issues to be determined at the hearing are:
- a. Do the alleged defects set out in the respondent’s decision letter dated November 27, 2018 fall within the first-year warranty coverage provided by the Act?
 - b. If so, have damages resulted from those defects?
 - c. If so, what is the amount of those damages?
- [4] At the request of appellant’s counsel and counsel for the proposed added party and with agreement of Tarion’s counsel, the case conference was adjourned so that the parties can consider an outstanding settlement proposal which may resolve this appeal.
- [5] The case conference is adjourned to **May 10, 2019 at 1:30 p.m.** and will be conducted by teleconference.

At the above noted date and time, parties and the builder’s representative are instructed to call the following number:

Toll-free dial-in number: 1-866-500-5845

Local dial-in number: 416-212-8014

Conference ID: 5968744

- [6] The Tribunal shall give notice of the case conference to the parties and to the builder’s representative.

- [7] If the appeal is resolved prior to resumption of the case conference, appellant's counsel must serve respondent's counsel and builder's representative with a Notice of Withdrawal available at <https://slasto-tsapno.gov.on.ca/lat-tamp/en/general-service/forms/> and serve a copy of that Notice to the Registrar and file a copy with the Tribunal.
- [8] The hearing adjudicator may amend the case management process set out in this Order, subject to the submissions from the parties, as deemed fit.
- [9] Nothing in this Order affects any requirement under the *Ontario New Home Warranties Plan Act*.
- [10] The *Safety, Licencing Appeals & Standards Tribunal Ontario Common Rules of Practice & Procedure, October 2, 2017* apply to this appeal except where varied by this Order.

LICENCE APPEAL TRIBUNAL



Avril A. Farlam, Vice-Chair

Released: April 9, 2019

TAB P

RELEASE**B E T W E E N:**

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

- and -

WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591
 (hereinafter collectively called the "**Corporation**")

WHEREAS the Developer is the Declarant of the Corporation and has constructed a condominium (the "**Building**") on the lands described in the Declaration and Description of the Corporation registered pursuant to the *Condominium Act, 1998*;

AND WHEREAS the Building is comprised of a 19-storey condominium-apartment tower, which contains residential, parking and locker units in the tower. The Developer has to perform certain obligations imposed upon it pursuant to the statutory warranties set out in the Ontario New Home Warranty Plan Act ("**ONHWPA**").

AND WHEREAS RSM Canada Limited is the Court-appointed trustee of the assets of the Developer (the "**Trustee**");

AND WHEREAS the Corporation was created by the registration of the Declaration and Description;

AND WHEREAS the parties have agreed to enter into this Release Agreement (the "**Agreement**");

NOW THEREFORE in consideration of the mutual covenants and agreements set out herein, the parties hereto agree as follows:

1. The Developer has at its sole cost and expense, performed certain work and supplied certain materials to rectify the deficiencies identified in the First- and Second-Year Performance Audits (collectively, the "**Audits**") submitted to the Developer and Tarion Warranty Corporation ("**Tarion**"). In addition, the Trustee has given an undertaking to pay \$ [REDACTED] (the "**Amount**") to the Corporation in lieu of completing the remaining items on the Audits.
2. The Corporation hereby acknowledges and confirms that all common element deficiencies, as documented in the Audits submitted to the Developer and Tarion, have been addressed to its satisfaction and it therefore withdraws any claim submitted by the Corporation to Tarion. On this basis, the Corporation releases the Developer, the Trustee and their respective affiliated corporations, successors and assigns, shareholders, directors, officers, employees and agents (the "**Releasees**") and Tarion of and from all liabilities, obligations,

suits, debts, duties, accounts, bonds, contracts, claims, demands, costs, expenses, damages, actions, or causes of action of any kind or nature whatsoever, whether direct or indirect, at law or in equity ("**Claim**"), which the Corporation ever had, now has or may hereafter have in connection with the deficiencies detailed in the Audits.

3. This Release Agreement shall not affect nor shall it be construed to apply to or affect any claim which has, may now or hereafter be made by or on behalf of a unit owner in the Corporation arising from the operation of warranties still in effect under the ONHWPA in respect of his or her own unit(s) only.
4. The Corporation acknowledges, agrees and undertakes to, forthwith upon receipt of the Amount:
 - (a) pay the sum of [REDACTED] to the owner of unit 1903 in the Building ("**Unit 1903 Owner**") with respect to First Year PATS Item # 1199 in relation to the cost of the heat pump in Unit 1903 (the "**Heat Pump Issue**"), and provide written evidence to the Trustee of such payment having been made; and
 - (b) file a notice of withdrawal of its appeal before the Licence Appeal Tribunal bearing file number 11812 ONHWPA and provide written evidence to the Trustee of the filing of the notice.
5. The Corporation shall indemnify and hold the Releasees harmless from and against any Claim which is made or brought by the Unit 1903 Owner and/or Tarion against a Releasee in connection with or relating to the Heat Pump Issue.
6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
7. The Corporation further covenants and agrees that in the event any owner or mortgagee of a unit in the Corporation makes any claim or takes or continues any proceedings against any person, partnership or corporation which then claims contribution, indemnity or relief over, against the Releasees and Tarion or any one of them, pursuant to the provisions of any statute, agreement or otherwise, with respect to any of the matters which are the subject matter of this Release Agreement, the Corporation shall indemnify and save harmless the Releasees and Tarion from any such claims, including all costs of defending such actions.
8. The Corporation will not make any claim or commence, or maintain, any action or proceeding against any person, or corporation, in which any claim could arise against the Releasees or Tarion relating to matters that are either the subject of this Release Agreement for contribution, or indemnity, or any other relief over. It is agreed and understood that if the Corporation commences such an action or takes such proceedings, and one or more of the Releasees and/or Tarion is added to such proceeding in any manner whatsoever, whether justified in law or not, the Corporation will immediately discontinue the proceedings and/or claims, and pay the costs of the Releasees and Tarion joined into such proceeding on a substantial indemnity basis. This Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Corporation with respect to the matters covered by this Release

Agreement. This Release Agreement may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding on a summary basis and no objection will be raised by the Corporation in any subsequent action that the other parties in the subsequent action were not privy to information of this Release Agreement.

9. Each of the parties hereto agree to give all such further assurances and execute all such further release documents as may be reasonably required from time to time to effectively accomplish the intent of the Agreement.
10. The Corporation does hereby undertake to protect the privilege, privacy and confidentiality of the terms and conditions of the within agreement from all third parties and shall not disclose the terms and conditions of such agreement to anyone (except the unit owners, any mortgagee of a unit in the Corporation who has a registered security interest, the Corporation's property management company, the Corporation's accountants, counsel or in compliance with the order of a court of competent jurisdiction or applicable law or regulation) and this Release Agreement shall not restrict in any way the Releasees' and Tarion's right to disclose facts relevant to this matter to any relevant regulatory body if so required.
11. Any notices required to be delivered pursuant to this Agreement shall be delivered and deemed to have been effectively delivered by facsimile transmission or delivery:
 - (a) to the Developer at 416-480-2646; 11 King Street West Suite 700 Toronto, Ontario M5H 4C7; and
 - (b) to the Corporation at 519-742-1189; Sanderson Management Inc., 30 Water Street North, Kitchener, Ontario N2H 5A8.

or at such other address or facsimile number as the Corporation or the Developer advises in writing.

--- signatures follow---

IN WITNESS WHEREOF we have hereunto affixed our corporate seals attested by the hands of our proper officers, this ____ day of May, 2019.

**144 PARK LTD.,
by its Court-appointed Trustee,
RSM CANADA LIMITED**

**WATERLOO STANDARD
CONDOMINIUM CORPORATION
NO. 591**

By:

By:

Name:

Name:

Title:

Title:

I have authority to bind the corporation.

I have authority to bind the corporation.

By:

Name:

Title:

I have authority to bind the corporation.

TAB Q

OFFICE SCHEDULE

Number WR882241
CERTIFICATE OF RECEIPT

May 25, 2015 11:10

Waterloo
 No. 58
 Kitchener Land Registrar
Lathen's Office

DECLARATION

CONDOMINIUM ACT, 1998

WATERLOO CONDOMINIUM PLAN NO.591

NEW PROPERTY IDENTIFIER'S BLOCK

RECENTLY : 22417-0134

DECLARANT : 144 PARK LTD.

SOLICITOR: HARRIS SHEAFFER LLP

MARK KAROLY

ADDRESS:

4100 YONGE STREET SUITE 610

TORONTO, ONTARIO

M2P 2B5

PHONE: 416-250-5800

FAX: 416-250-5300

No. OF UNITS 461

FEES : \$70.00 + (\$5.00 x (number of unit) = \$2375.00

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

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

WHEREAS:

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1. Definitions

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

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

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

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

1.2. Act Governs the Lands

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

1.3. Standard Condominium

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

1.4. Consent of Encumbrancers

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

1.5. Inclusions/Exclusions of Units

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

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

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

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

1.6. Common Interest and Common Expenses

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

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

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

1.8. Approval Authority Requirements

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

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

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

1.9. Architect/Engineer Certificates

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

ARTICLE II.

COMMON EXPENSES

2.1. Specification of Common Expenses

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

2.2. Payment of Common Expenses

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

2.3. Reserve Fund

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

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

2.4. Status Certificate

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

ARTICLE III.

COMMON ELEMENTS

3.1. Use of Common Elements

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

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

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

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

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

3.2. Exclusive Use Common Elements

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

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

3.3. Restricted Access

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

3.4. Modifications of Common Elements, Assets and Services

(a) General Prohibition

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

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

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

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

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

3.5. Declarant Rights

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

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

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

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

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

3.6. Pets

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

ARTICLE IV.

UNITS

4.1. General Restrictions

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

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

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

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

4.2. Residential Units

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

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

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

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

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

4.3. Storage Units

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

4.4. Parking Units

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

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

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

4.5. Guest Suite Unit

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

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

4.6. Knock-out Panel/Drive Aisle Units

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

4.7. Knock-out Panel Units

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

4.8. Drive Aisle Units

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

4.9. Rooftop Terrace Unit

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

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

4.10. Shared Units

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

4.11. Division of Shared Units

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

4.12. Leasing of Units

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

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

ARTICLE V.

MAINTENANCE AND REPAIRS

5.1. Repairs and Maintenance by Owner

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

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

5.2. Responsibility of Owner for Damage

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

5.3. Repair and Maintenance by Corporation

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

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

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.

INSURANCE

7.1. By the Corporation

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

(a) "All Risk" Insurance

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

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

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

(b) Policy Provisions

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

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

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

- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

- (d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2. General Provisions

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

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

7.3. By the Owner

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

7.4. Indemnity Insurance for Directors and Officers of the Corporation

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

ARTICLE VIII.

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

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

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

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

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

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

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

ARTICLE IX.

SHARED FACILITIES

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

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

ARTICLE X.

DUTIES OF THE CORPORATION

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

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and/or the Tarion Warranty Program pursuant to section 44(9) of the Act.
 - (g) To take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.

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

ARTICLE XI.

GENERAL MATTERS AND ADMINISTRATION

11.1. Rights of Entry to the Unit

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

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

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

11.2. Invalidity

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

11.3. Waiver

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

11.4. Interpretation of Declaration

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

11.5. Headings

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

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

DATED as of the 26th day of January, 2015.

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

Per: _____

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

I have the authority to bind the Corporation.

SCHEDULE "A"

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

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

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

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

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

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

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

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

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

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

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

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

May 14, 2015
Dated

Per:


Mark Karoly

SCHEDULE "B"

CONSENT

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

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

DATED this 3rd day of Feb, 2014.

AVIVA INSURANCE COMPANY OF CANADA

Per: _____

Name: _____

Title: _____

Brian Argue
Authorized Signing Officer

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

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

DATED this 20 day of MARCH, ~~2014~~ 2015 R.K.

ALLEN STREET HOLDINGS INC

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation. 2/2/20

SCHEDULE "B"


CONSENT


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

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

DATED this 3rd day of February, 2017.

MARSHALLZEHR GROUP INC.

Per: 
 Name: DAVID MARSHALL
 Title: CEO

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

I/We have the authority to bind the Corporation.

SCHEDULE "B"


CONSENT


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

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

DATED this 11th day of March 2014.

LAURENTIAN BANK OF CANADA

Per: 
 Name: ALAIN DES ROCHERS
 Title: VICE PRESIDENT, SPECIAL LOANS

Per: 
 Name: CONNIE BIELLO
 Title: ASSISTANT VICE PRESIDENT, SPECIAL LOANS

I/We have the authority to bind the Corporation.

SCHEDULE 'C'**UNIT BOUNDARIES**

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

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

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

BOUNDARIES OF THE GUEST SUITE UNIT

(being Unit 36 on Level 3)

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

2. BOUNDARIES OF THE PARKING UNITS

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

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

3. BOUNDARIES OF THE STORAGE UNITS

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

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

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

4. BOUNDARIES OF THE DRIVE AISLE UNITS

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

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

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

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

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

6. BOUNDARIES OF THE KNOCK-OUT PANEL UNITS

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

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

7. BOUNDARIES OF THE ROOFTOP TERRACE UNIT

(being Unit 10 on Level 4)

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

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

JANUARY 30, 2015
Dated



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

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

4-24901.X15
November 24, 2014

SCHEDULE D

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

SCHEDULE D

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

SCHEDULE D

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

SCHEDULE D

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

SCHEDULE D

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

SCHEDULE D

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

SCHEDULE D

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

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SCHEDULE D

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

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1404	14	4	0.42231	0.42231
1405	14	5	0.61884	0.61884
1406	14	6	0.41646	0.41646
1407	14	7	0.39131	0.39131
1408	14	8	0.65160	0.65160
1409	14	9	0.60481	0.60481
1410	14	10	0.64808	0.64808
1501	15	1	0.81128	0.81128
1502	15	2	0.56035	0.56035
1503	15	3	0.75220	0.75220
1504	15	4	0.60364	0.60364
1505	15	5	0.79140	0.79140
1506	15	6	0.86919	0.86919
1507	15	7	0.73817	0.73817
1601	16	1	0.81128	0.81128
1602	16	2	0.56035	0.56035
1603	16	3	0.75220	0.75220
1604	16	4	0.60364	0.60364
1605	16	5	0.79140	0.79140
1606	16	6	0.86919	0.86919
1607	16	7	0.73817	0.73817
1701	17	1	0.81128	0.81128
1702	17	2	0.56035	0.56035
1703	17	3	0.75220	0.75220
1704	17	4	0.60364	0.60364
1705	17	5	0.79140	0.79140
1706	17	6	0.86919	0.86919
1707	17	7	0.73817	0.73817
PH 01	18	1	0.81128	0.81128
PH 02	18	2	0.56035	0.56035
PH 03	18	3	0.75220	0.75220
PH 04	18	4	0.60364	0.60364
PH 05	18	5	0.79140	0.79140
PH 06	18	6	0.86919	0.86919
PH 07	18	7	0.73817	0.73817
GPH 01	19	1	1.38627	1.38627
GPH 02	19	2	1.04174	1.04174
GPH 03	19	3	1.04407	1.04407
GPH 04	19	4	1.11135	1.11135
TOTALS			100.00000	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

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

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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

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

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

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

SCHEDULE "G"

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

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

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

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

(Check whichever boxes are applicable)

- ~~1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~
- ~~2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.~~
- ~~3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.~~
- ~~4. All underground garages have walls and floor assemblies in place.~~

OR

There are no underground garages.

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

OR

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

- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.

OR

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

- ~~9. All installations with respect to the provision of electricity are in place.~~
- ~~10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

There are no indoor or outdoor swimming pools.

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

DATED this 05 day of NOVEMBER, 2011.



[Signature]
Name: _____
Title: Architect or Engineer

SCHEDULE "G"

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

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

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

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

(Check whichever boxes are applicable)

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

DATED this 04 day of November, 2014.

Filip Ivanovski
Name: Architect or Engineer



SCHEDULE "G"

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

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

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

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

(Check whichever boxes are applicable)

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

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

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

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

OR

 ~~There are no underground garages.~~

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

OR

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

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

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

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

OR

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

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

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

OR

 There are no indoor or outdoor swimming pools.

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

DATED this 4th day of November, 2014.


Name: John Chow
Title: Architect or Engineer

TAB R



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #58

23591-0160 (LT)

PAGE 1 OF 6
PREPARED FOR cle0001
ON 2019/04/23 AT 13:14:07

PROPERTY DESCRIPTION:

UNIT 115, 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

RECENTLY:
CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

144 PARK LTD.
CAPACITY SHARE
ROWN

REG. NUM. DATE INSTRUMENT TYPE AMOUNT PARTIES FROM PARTIES TO CERT/CHRD

** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **

** SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *

** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **

** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **

WR611290 2011/05/02 NOTICE \$5 ALLEN STREET HOLDINGS INC.

WR625222 2011/07/07 NOTICE \$2 THE CORPORATION OF THE CITY OF WATERLOO

WR639368 2011/09/01 CHARGE \$8,500,000 144 PARK LTD.

WR639369 2011/09/01 CHARGE \$3,000,000 144 PARK LTD.

WR655113 2011/11/17 NOTICE THE CORPORATION OF THE CITY OF WATERLOO

WR660381 2011/12/13 CHARGE \$2,887,696 144 PARK LTD.

WR666363 2012/01/18 TRANSFER EASEMENT \$2 144 PARK LTD.

WR690395 2012/05/25 CHARGE \$40,000,000 144 PARK LTD.

WR690396 2012/05/25 NO ASSGN RENT GEN 144 PARK LTD.

WR690416 2012/05/25 POSTPONEMENT ALLEN STREET HOLDINGS INC.

WR690422 2012/05/25 POSTPONEMENT AVIVA INSURANCE COMPANY OF CANADA

REMARKS: WR639368 TO WR690395
REMARKS: WR639369 TO WR690395
REMARKS: WR639368 TO WR690395

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



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #58

23591-0160 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 6
PREPARED FOR cle0001
ON 2019/04/23 AT 13:14:07

* 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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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
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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: MR858473				

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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.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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* 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. 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
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		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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* 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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 116, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE

CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS

CONDOMINIUM FROM 22417-0152

OWNERS' NAMES

CAPACITY SHARE

144 PARK LTD.

ROWN

* 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
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	MARSHALLZEH GROUP INC.	C
WR666363	2012/01/18	TRANSFER EASEMENT	\$2	144 PARK LTD.	ROGERS CABLE COMMUNICATIONS INC.	C
WR690395	2012/05/25	CHARGE	\$40,000,000	144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
WR690396	2012/05/25	NO ASSGN RENT GEN		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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C

REMARKS: WR858473

REMARKS: WR847447

REMARKS: WR849030

REMARKS: CERTIFICATE OF ACTION WR856756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

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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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 117, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE

CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

CAPACITY SHARE
ROWN

144 PARK LTD.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	MARSHALLZEH GROUP INC.	C
WR666363	2012/01/18	TRANSFER EASEMENT	\$2	144 PARK LTD.	ROGERS CABLE COMMUNICATIONS INC.	C
WR690395	2012/05/25	CHARGE	\$40,000,000	144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
WR690396	2012/05/25	NO ASSGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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* 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
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

PROPERTY DESCRIPTION:

UNIT 118, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS

CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

CAPACITY SHARE
ROWN

144 PARK LTD.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	MARSHALLZEH GROUP INC.	C
WR666363	2012/01/18	TRANSFER EASEMENT	\$2	144 PARK LTD.	ROGERS CABLE COMMUNICATIONS INC.	C
WR690395	2012/05/25	CHARGE	\$40,000,000	144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
WR690396	2012/05/25	NO ASSGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR858473				

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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: WR859748				
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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23591-0163 (LT)

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
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

PROPERTY DESCRIPTION:

UNIT 53, LEVEL 3, 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 LT ABSOLUTE PLUS

OWNERS' NAMES 144 PARK LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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* 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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: MR858473				

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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.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 54, LEVEL 3, 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

CONDOMINIUM FROM 22417-0152

OWNERS' NAMES

CAPACITY SHARE
144 PARK LTD.
ROWN

* 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
** 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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: MR858473				

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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: WR859748				
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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		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 55, LEVEL 3, 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
LT ABSOLUTE PLUS

CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES
144 PARK LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR858473				

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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: WR859748				
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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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. 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
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		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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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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

PROPERTY DESCRIPTION:

UNIT 56, LEVEL 3, 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
LT ABSOLUTE PLUS
CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

144 PARK LTD.
CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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
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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: MR858473				

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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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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* 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
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

PROPERTY DESCRIPTION:

UNIT 10, LEVEL 4, 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

EIN CREATION DATE:
2015/05/25

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
144 PARK LTD.
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR858473				

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ON 2019/04/23 AT 13:18:27

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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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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23591-0229 (LT)

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
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
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
WR1103527	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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23591-0458 (LT)

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 98, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS

CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

CAPACITY SHARE
ROWN

144 PARK LTD.

* 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
** 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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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
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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: MR858473				

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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* 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
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
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
WR1103528	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 99, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE

CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS

CAPACITY SHARE

OWNERS' NAMES

144 PARK LTD.

ROWN

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

EIN CREATION DATE:
2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		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)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
WR1103528	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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

PROPERTY DESCRIPTION:

UNIT 100, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS
CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

OWNERS' NAMES

144 PARK LTD.
CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

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REMARKS: WR690395.

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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				
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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
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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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WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
REMARKS: WR858473						

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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
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		REMARKS: RE: WR859748				
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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
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WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
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		REMARKS: CERTIFICATE OF ACTION WR857468				
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		REMARKS: WR864655				
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		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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23591-0460 (LT)

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
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
WR1103528	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION:

UNIT 101, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

PROPERTY REMARKS:

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

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE

CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
144 PARK LTD.
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/05/25 **				
** SUBJECT	TO SUBSECTION	44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN	UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660381	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	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
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

REMARKS: WR639368 TO WR690395

REMARKS: WR639369 TO WR690395

REMARKS: WR690395.

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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
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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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	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
WR860757	2015/01/06	CERTIFICATE				C
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR858473				

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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.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
		REMARKS: RE: WR859748				
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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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				

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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
WR1085289	2017/12/12	APL AMEND ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	RSM CANADA LIMITED	C
WR1103528	2018/03/23	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR1170389	2019/02/25	NO CHNG ADDR CONDO		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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TAB S

LRO # 58 Notice

Received as WR876062 on 2015 04 16 at 14:36

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

yyyy mm dd Page 1 of 24

Properties

PiN 22417 - 0134 LT
Description LOTS 2 & 3, PART OF LOTS 1, 4, 5, & 6 PLAN 186, BEING PART 2 ON 58R-17836; SUBJECT TO AN EASEMENT AS IN WR666363; SUBJECT TO AN EASEMENT IN GROSS OVER PTS. 1, 2, 3 ON 58R-18429 AS IN WR864508; CITY OF WATERLOO
Address WATERLOO

PiN 22417 - 0135 LT
Description PART OF LOTS 217, 218, 219 & 267 PLAN 385, BEING PART 1 ON 58R-17836; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

PiN 22417 - 0018 LT
Description PT LT 217-219 PL 385, BEING PT. 8 ON 58R-17849. CITY OF WATERLOO.
Address WATERLOO

PiN 22417 - 0019 LT
Description PT LT 217 PL 385, BEING PT. 7 ON 58R-17849. CITY OF WATERLOO.; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PL 58R18309 AS IN WR844451
Address WATERLOO

PiN 22417 - 0122 LT
Description PT LTS 218, 219, 220 & 266 PLAN 385 DESIGNATED AS PT 10 ON 58R17849, WATERLOO
Address WATERLOO

PiN 22417 - 0123 LT
Description PT LT 218 & 219 PLAN 385 DESIGNATED AS PT 9 ON 58R17849, WATERLOO
Address WATERLOO

PiN 22417 - 0129 LT
Description PT LT 1, PL 186 BEING PT 5 ON 58R-17849; CITY OF WATERLOO; CITY OF WATERLOO
Address WATERLOO

PiN 22417 - 0133 LT
Description PT LTS 217, 218, 219 & 267 PLAN 385 BEING PT 6 ON 58R17849; CITY OF WATERLOO; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 PL 58R18309 AS IN WR844451; CITY OF WATERLOO
Address WATERLOO

PiN 22417 - 0137 LT
Description PART OF LOTS 219, 220, 221, 265 AND 266, PLAN 385, DESIGNATED AS PART 17 ON PLAN 58R-17849; WATERLOO.
Address WATERLOO

PiN 22417 - 0138 LT
Description PT LTS 219, 265-267 PLAN 385 BEING PT 11 ON 58R17849, WATERLOO
Address WATERLOO

PiN 22417 - 0145 LT
Description PT LT 7 PL 186 BEING PT 2 ON 58R-17849; CITY OF WATERLOO
Address WATERLOO

PiN 22417 - 0147 LT
Description PT LT 6-7 PL 186 BEING PT 4 ON 58R-17849; CITY OF WATERLOO
Address WATERLOO

Consideration

Consideration \$ 2.00

LRO # 58 Notice

Received as WR876062 on 2015 04 16 at 14:36

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

yyyy mm dd Page 2 of 24

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name 144 PARK LTD.BY ITS COURT-APPOINTED TRUSTEE, COLLINS BARROW TORONTO LIMITED
 Address for Service Collins Barrow Toronto Limited
 11 King Street West, Suite 700, PO Box 27
 Toronto, Ontario M5H 4C7

I, Bryan A. Tannenbaum, have the authority to bind the corporation.

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

Party To(s)	Capacity	Share
-------------	----------	-------

Name	ONE 55 MADY LTD.
Address for Service	Mady Development Corporation 8791 Woodbine Avenue, Suite 100 Markham Ontario L3R 0P4

I, Charles Mady, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Ari Matthew Katz	610-4100 Yonge St. Toronto M2P 2B5	acting for Applicant(s)	Signed	2015 04 16
Tel 416-250-5800				
Fax 416-250-5300				

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

Submitted By

HARRIS, SHEAFFER LLP	610-4100 Yonge St. Toronto M2P 2B5	2015 04 16
Tel 416-250-5800		
Fax 416-250-5300		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :	080917
Party To Client File Number :	080917

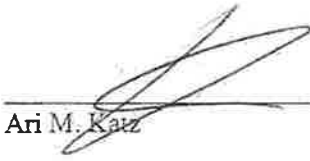
Land Titles Act
Application to register Notice of an
unregistered estate, right, interest or equity
Section 71 of the Act

TO: The Land Registrar for the Land Titles Division of Waterloo (No. 58)

1. I, Ari M. Katz, am the solicitor for 144 Park Ltd. By Its Court-Appointed Trustee, Collins Barrow Toronto Limited.
2. I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as PINS 22417-0134, 22417-0135, 22417-0018, 22417-0019, 22417-0122, 22417-0123, 22417-0129, 22417-0133, 22417-0137, 22417-0138, 22417-0145 and 22417-0147 (LT) and I confirm that this document affects an interest in that Land.
3. The lands are registered in the name of 144 Park Ltd. and One 55 Mady Ltd., and I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcels.
4. The Notice is for an indeterminate period.
5. The address for service of the applicant is:

Collins Barrow Toronto Limited
11 King Street West, Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Attention: Bryan A. Tannenbaum

Dated: April 16, 2015



Ari M. Katz

SHARED FACILITIES AGREEMENT

THIS AGREEMENT MADE as of the 6th day of March, 2015.

B E T W E E N :

144 PARK LTD.

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Tower I Lands and on behalf of the Tower I Condominium, once same is registered

(hereinafter referred to as the “**Declarant**”)

- and -

ONE 55 MADY LTD.

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Tower II Lands and on behalf of the Tower II Condominium, once same is registered

(hereinafter referred to as the “**Tower II Declarant**”)

WHEREAS the Declarant is the registered owner of the Tower I Lands (as that term is hereinafter defined) on which lands, municipally known as 144 Park Street, Waterloo, Ontario, the Declarant intends to develop the Tower I Condominium (as that term is hereinafter defined);

AND WHEREAS the Tower II Declarant is the registered owner of the Tower II Lands (as that term is hereinafter defined) on which lands the Declarant intends to develop the Tower II Condominium (as that term is hereinafter defined);

AND WHEREAS the parties acknowledge that a portion of the Tower I Lands will not form part of the Tower I Condominium, and that portion of the Tower I Lands will be conveyed by the Declarant to the Tower II Declarant following registration of the Tower I Condominium;

AND WHEREAS the Declarant (in its capacity as owner of the Tower I Lands) and the Tower II Declarant (in its capacity as owner of the Tower II Lands) have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

AND WHEREAS it is acknowledged and agreed that the Declarant is entering into this Agreement for and on behalf of the Tower I Condominium Corporation, and on the express understanding that as and when the same is registered as a separate condominium corporation, it shall assume all covenants and obligations of the Declarant relating thereto as set forth herein, and correspondingly the Declarant shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

AND WHEREAS it is acknowledged and agreed that the Tower II Declarant is entering into this Agreement for and on behalf of the Tower II Condominium Corporation, and on the express understanding that as and when the same is registered as a separate condominium corporation, it shall assume all covenants and obligations of the Tower II Declarant relating thereto as set forth herein, and correspondingly the Tower II Declarant shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

ARTICLE I. - RECITALS

- 1.1. The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

ARTICLE II. - DEFINITIONS

2.1. General Terms

The terms “common elements”, “units”, “common expenses”, “common interest”, “board of directors”, “description”, “by-laws” and “rules” shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Two Condominium Corporations.

2.2. Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- (a) “**Acceptable Standards**” shall mean:
 - (i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
 - (ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and in compliance with all applicable laws, regulations and by-laws; and
 - (iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- (b) the “**Act**” shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;
- (c) “**Agreement**” shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- (d) the “**Benefitting Owners**” shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided however, that for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article VII hereof, “Benefitting Owners” shall mean the condominium corporation(s) (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- (e) the “**Buildings**” shall mean the building(s) constructed on the Total Site;
- (f) the “**Car Wash Unit**” shall mean the Unit designated as such in the Declaration of the Tower II Condominium;
- (g) the “**Common Interior Roadway**” shall mean all of the roads, curbs, driveways, sidewalks, walkways and all street lighting therealong, the garage ramps and portions of the driveway aisles on the Lands or any portions thereof which are used for pedestrian and vehicular ingress and/or egress to and from any of the Two Condominiums;
- (h) the “**Declarants**” shall mean the Declarant and the Tower II Declarant, and their respective successors and assigns;
- (i) the “**Declarants’ Construction Easements**” shall mean their respective specific Easement (as hereinafter defined) in favour of the Declarant and/or the Tower II Declarant created upon the registration of any Declaration, providing for access over, under or through various portions of the Total Site (including the Shared Facilities) to permit the construction and development of the Tower I Condominium and the Tower II Condominium;
- (j) the “**Declarations**” shall mean the declarations of the Two Condominium Corporations (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term “**Declaration**” shall mean

the specific declaration of the particular condominium (comprising one of the Two Condominium Corporations) dictated by the context in which said term is used;

- (k) the **“Drive Aisle Units”** shall mean Unit 116 on Level 2 and Unit 54 on Level 3 in the Tower I Condominium;
- (l) the **“Easements”** shall mean, collectively, the easements, rights, and rights in the nature of easements over, under or through the Shared Facilities as described in Schedule “A” to the Declaration of the Tower I Condominium Corporation and to be hereinafter described in the Declaration of the Tower II Condominium Corporation, including without limitation, the Declarants’ Construction Easements, the Servicing and Maintenance and Repair Easements, the Vehicular and Pedestrian Access Easements (as those latter easements are hereinafter defined) and shall also include the Relocated Easements (as that term is hereinafter defined), the Omitted Easements (as described in paragraph 6.8 hereof) and any other easements, rights and rights in the nature of an easement hereafter created between any one or both of the Two Condominium Corporations and/or the owners of the lands intended to comprise same, and relating to the Shared Facilities, and the term **“Easement”** shall mean any particular portion of the Easements as dictated by the context in which said term is used;
- (m) the **“Easement Areas”** shall mean collectively those portions of the Total Site which are subject to the Easements, and shall also include any Relocated Easement Areas (as described in paragraph 6.7 hereof) and the term **“Easement Area”** shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- (n) **“Emergency”** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or service to any one or both of the Two Condominium Corporations whether actually occurring or imminent;
- (o) the **“Governing Documents”** shall mean the Declarations and this Agreement, collectively;
- (p) the **“Governmental Authorities”** shall mean the City of Waterloo, and all other governmental authorities or agencies having jurisdiction over the Total Site;
- (q) the **“Knock-out Panel/Drive Aisle Units”** shall mean Units 98 to 101 inclusive on Level A, Units 117 and 118 on Level 2, and Units 55 and 56 on Level 3 in the Tower I Condominium;
- (r) the **“Knock-out Panel Units”** means Unit 115 on Level 2 and Unit 53 on Level 3 in the Tower I Condominium;
- (s) **“Owner”** shall mean with respect to the Tower I Lands, the Tower I Condominium Corporation, and with respect to the Tower II Lands, the Tower II Condominium, including their respective successors, in title;
- (t) the **“Proportionate Share”** shall mean the share of the Shared Facilities Costs to be borne by each of the Two Condominium Corporations and which Proportionate Share shall be determined as set out in Article III hereof;
- (u) the **“Rooftop Terrace Units”** shall mean Unit 10 on Level 4 in the Tower I Condominium as well as any other unit designated as such in the declaration of the Tower II Condominium;
- (v) the **“Servicing and Maintenance and Repair Easements”** shall mean the Easements created upon the registration of any Declaration and/or pursuant to the terms of this Agreement, providing for the installation, maintenance, operation, alteration, repair, replacement, inspection and monitoring of various utility services in, on, over, along, upon, across and through the Easement Areas;
- (w) the **“Servient Owners”** shall mean those owners of the servient tenement(s) in respect of the Easements who are subject to the burden of same, provided however, that for the purposes of giving and receiving notice(s), and for the purposes of carrying out any Work or repairing and/or restoring any damage or alterations, all as contemplated in Article VII hereof, the term **“Servient Owners”** shall mean the condominium corporation(s) (for and

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on behalf of the unit owners thereof) created over all or any portion of the aforesaid servient tenement(s);

- (x) the “**Shared Facilities**” shall mean certain facilities shared by the Condominium and Tower II, including the Shared Units, Common Interior Roadway, other shared roadways, exhaust fan(s) in underground garage, life safety systems and any other items more particularly set out herein;
- (y) the “**Shared Facilities Budget**” shall mean the budget outlining the projected Shared Facilities Costs for the 12 month period immediately following the preparation and submission of same to the Two Condominium Corporations, which is prepared in accordance with the terms and provisions of this Agreement;
- (z) the “**Shared Facilities Committee**” shall mean the committee formed in accordance with the provisions of Article IX of this Agreement that will manage, control and/or operate the Shared Facilities;
- (aa) the “**Shared Facilities Costs**” shall mean the aggregate of all costs and expenses incurred in connection with the Shared Facilities and shall include, without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);
- (bb) the “**Shared Units**” shall mean the Car Wash Unit, Rooftop Terrace Units, Visitor Parking Units, Knock-out Panel/Drive Aisle Units, Knock-out Panel Units and Drive Aisle Units which shall ultimately be shared and used by or on behalf of the Two Condominiums for pedestrian and vehicular access and egress and for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving both of the Two Condominiums, including, without limitation, the Shared Facilities, in accordance with the Declaration and this Shared Facilities Agreement, the ownership of which shall be ultimately conveyed by the Declarant and the Tower II Declarant to the Two Condominiums as tenants-in-common;
- (cc) the “**Total Project**” shall mean all of the buildings, structures, improvements and installations intended to be constructed upon the Total Site and contained (or to be contained) within the descriptions for the Two Condominium Corporations;
- (dd) the “**Total Site**” shall mean the Tower I Lands and the Tower II Lands, collectively;
- (ee) the “**Tower I Condominium**” shall mean the residential condominium being developed by the Declarant and to be created upon those lands and premises situate in the City of Waterloo, in the Regional Municipality of Waterloo, being of all of Lots 2 and 3 and part of Lots 1, 4, 5 and 6, Plan 186, designated as Part 2, Plan 58R-18116, being part of P.I.N. 22417-0134 (LT) (which lands are hereinafter referred to as the “**Tower I Lands**”);
- (ff) “**Tower II**” or the “**Tower II Condominium**” shall mean the residential condominium being developed by the Tower II Declarant on the lands to the east of the Tower I Condominium and the “**Tower II Corporation**” means the condominium corporation created upon the registration of the Tower II Condominium
- (gg) the “**Tower II Condominium Corporation**” shall mean the condominium corporation created upon the registration of the Tower II Condominium;
- (hh) “**Tower II Lands**” shall mean the lands included in the Tower II Condominium to be described in the declaration of the Tower II Condominium;
- (ii) the “**Transfer Date**” shall mean the earlier of:
 - (i) the date upon which the last of the Two Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act by the Tower II Declarant and all residential units therein have been sold and conveyed by the Tower II Declarant; and
 - (ii) such earlier date at the Tower II Declarant may determine in its sole and unfettered discretion;

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- (jj) **“Two Condominiums”** or **“the Project”** shall mean the comprehensive development comprised of the Tower I Condominium and the Tower II Condominium, collectively;
- (kk) **“Two Corporations”** shall mean Tower I Corporation and the Tower II Corporation, collectively;
- (ll) the **“Vehicular and Pedestrian Access Easements”** shall mean the vehicular and pedestrian access easements created upon the registration of any Declaration and/or pursuant to the terms of this Agreement, that provide for vehicular and/or pedestrian access and egress to and from various portions of the Total Site;
- (mm) the **“Visitor Parking Units”** means any units designated as such in the Declaration of the Tower II Condominium.

ARTICLE III. - RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS

- 3.1. It is understood and agreed that the Shared Facilities Costs shall be allocated and paid on the basis that the Proportionate Share of each of the Two Condominium Corporations from time to time shall be the proportion that the total number of residential units in each condominium plan bears to the total number of residential units in the registered condominium plans within the Total Project at that time. For greater certainty, it is understood and agreed that the Declarant and/or the Tower II Declarant shall not pay nor be responsible for any portion of the Shared Facilities Costs for or in respect of the Condominiums while not yet registered and for which such Corporation, if registered, would otherwise be responsible.
- 3.2. The cost of any services necessitated by the wilful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.1 hereof.

ARTICLE IV. - OWNERSHIP OF THE SHARED UNITS

- 4.1. Ownership of the Shared Units shall ultimately be shared by the Two Condominium Corporations as tenants-in-common. Each of the condominiums comprising the Two Condominium Corporations shall receive a proportionate tenancy-in-common interest in the Shared Units equivalent to the proportion that the number of residential units within that particular condominium bears to the total number of residential units ultimately contained in both of the Two Condominium Corporations.
- 4.2. The actual transfer of ownership of the Shared Units by the Declarant and the Tower II Declarant to the Two Condominium Corporations, as tenants-in-common in accordance with their respective Proportionate Interest shall occur no later than 60 days after the Transfer Date, provided however, that in the event that the Tower II Condominium is not registered by the Transfer Date, then such transfer to the Tower II Condominium shall occur no later than the turnover meeting convened in connection with the Tower II Condominium (as and when same is duly registered).
- 4.3. Once ownership of the Shared Units has been transferred by the Declarant and the Tower II Declarant to one or more of the Two Condominium Corporations as aforesaid, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of registered and/or beneficial title to same shall require [in addition to any other approvals required pursuant to the provisions of the Act and/or the Declaration(s)] the prior written consent of the other co-tenants of the Shared Units, together with the prior approval of two-thirds of the unit owners in the condominium corporation(s) purporting to sell, transfer, mortgage, charge or encumber its/their ownership interest therein (with such unit owner(s) approval being procured from owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).
- 4.4. Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of any of the Two Condominium Corporations in the Shared Units, in contravention of the foregoing provisions, shall be null and void and of no force and effect.

ARTICLE V. - USE OF THE SHARED FACILITIES

5.1. General Use of the Shared Facilities

- (a) Subject to the Act, the use of the Shared Facilities by the Two Condominium Corporations and by the owners, residents and tenants (as well as the invitees of said

owners, residents and tenants) of units therein shall, at all times, be subject to and in accordance with the applicable provisions of the Governing Documents.

- (b) Notwithstanding that the transfer of ownership of the Shared Units to any of the Two Condominium Corporations (as tenants-in-common, in accordance with their Proportionate Interest) may not yet have occurred, each of the Two Condominium Corporations and the owners, residents and tenants (as well as the invitees of the said owners, residents and tenants) shall be entitled to use the Shared Units in accordance with their intended purposes as set out in the Declarations and this Agreement, provided however that said use shall be subject to restrictions and/or limitations contained therein and herein.
- (c) Notwithstanding that the costs of maintaining, repairing and/or replacing the Parking Garage shall be shared between the Two Condominium Corporations (and shall correspondingly comprise part of the Shared Facilities Costs), the use of those portions of the Parking Garage located within any one of the Two Condominium Corporations shall (subject to any express easements contained in the Governing Documents providing additional rights of use over the Parking Garage to any additional parties and the other terms of the Governing Documents), be restricted to owners of unit(s) within the condominium that encompass(es) said portion(s) of the Parking Garage.
- (d) The Declarant and the Tower II Declarant (and its affiliates and subsidiaries) shall be entitled to the use of the Easement Areas and the Shared Units for the purposes of implementing its construction, customer service, marketing and sales program with respect to any units in the Two Condominium Corporations and any other project being marketed from locations within the Total Site and shall be entitled to erect and maintain signs for marketing/sale purposes upon any portion of same until such time as all the units in the Two Condominium Corporations or in any other project being marketed from locations within the Total Site have been sold, conveyed and transferred to each of the respective unit purchasers thereof.

5.2. Use of the Visitor Parking Units

Subject to any provisions in the Declarations to the contrary, the parking spaces within the Visitor Parking Units shall only be used by visitors to the Tower I Condominium and the Tower II Condominium. The Tower II Declarant covenants and agrees with the Declarant to provide Visitor Parking Units in the Tower II Condominium to satisfy all requirements of the Governmental Authorities for visitor parking for the Total Site. The Visitor Parking Units shall be transferred by the Tower II Declarant to the Two Corporations in accordance with the provisions of Article IV hereof.

5.3. Use of the Rooftop Terrace Units

The Rooftop Terrace Units shall only be used by owners of residential units in the Tower I Condominium and Tower II Condominium and their visitors.

ARTICLE VI. - THE EASEMENTS

6.1. Confirmation of Easements

The parties hereto hereby acknowledge and agree that the Easements, created or reserved pursuant to the provisions of Section 40(1) of the *Land Titles Act*, R.S.O. 1990, as amended, or otherwise referred to in any of the Declarations, whether currently in existence or to be created subsequent to the date of this agreement, are hereby expressly confirmed, ratified and agreed to.

6.2. Invalidity of Easements

Without limiting the generality of the foregoing, and to the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision. Furthermore, if any of the Easements are not validly created until the registration of the Tower II Condominium, such Easement shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein until the registration of the Tower II Condominium.

6.3. General Use of Easements

- (a) The use and enjoyment of the Easements by the Benefitting Owners, shall be subject to the overriding provisions and/or restrictions set forth in the Declarations and this Agreement.
- (b) Subject to the provisions set out in paragraphs 6.4 and 6.5 of this Agreement with respect to the use of specific Easements:
 - (i) the Benefitting Owners, in exercising their rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the owner(s) of the Easement Areas;
 - (ii) each of the Two Condominium Corporations shall have the right to partially obstruct (on a temporary basis only) an Easement Area (or alternatively, temporarily suspend the benefit of the Easement relating thereto) within its respective lands, in order to maintain and/or repair any buildings, installations, structures and/or services that said condominium has a duty to maintain and repair under the Act, upon ten (10) days prior written notice of such partial obstruction or temporary suspension (as the case may be), being given to the Benefitting Owners, provided however, that in the event said maintenance and repair work involves any part of the Shared Facilities, such maintenance and repair work shall only be carried out in accordance with and pursuant to the provisions of Article VII hereof;
 - (iii) subject to paragraphs 6.4 and 6.5 hereof, there shall be no partial obstruction of an Easement Area (or temporary suspension of the Easements relating thereto) for any purpose other than those specifically set out in this paragraph 6.3, without the consent of the Benefitting Owners, unless alternate arrangements with respect to the use and enjoyment of an Easement Area, satisfactory to the Benefitting Owners, acting reasonably, are implemented.
- (c) Notwithstanding any provisions contained herein to the contrary, the Shared Facilities Committee shall be entitled to partially obstruct (on a temporary basis) an Easement Area and/or temporarily suspend an Easement if the suspension and/or obstruction is necessary or convenient for the purposes of inspecting, maintaining and/or repairing all or any portion of the Shared Facilities provided, however, that five (5) days prior written notice of the temporary suspension or partial obstruction shall be given to the Benefitting Owners.
- (d) The temporary suspension of an Easement and/or the partial obstruction of an Easement Area shall be carried out in a reasonable and/or prudent manner so as to minimize the interference or inconvenience occasioned thereby to the Benefitting Owners.

6.4. Use of Vehicular and Pedestrian Access Easement

Subject only to the provisions of paragraph hereof, there shall be no partial obstruction of the Common Interior Roadway (or any temporary suspension of the Easement(s) providing for the use and enjoyment of same) unless and until alternative arrangements for both access and egress to the Two Condominium Corporations satisfactory to the Shared Facilities Committee have been implemented.

6.5. Use of Servicing and Maintenance and Repair Easements

- (a) Subject to paragraph 6.3(c) hereof, there shall be no obstruction or suspension (partial, temporary or otherwise) of the Servicing and Maintenance and Repair Easements if same would result in the interruption of utilities and/or services to any one or more of the Benefitting Owners for a period of more than three (3) hours without the consent of the Benefitting Owners.
- (b) Except in the case of an emergency, no entry pursuant to the Servicing and Maintenance and Repair Easement shall be made unless and until forty-eight (48) hours prior written notice of the intention to enter is given to the Servient Owners, which notice shall specify the intended time of commencement and completion of the Work intended to be carried out.

- (c) Any work to be conducted pursuant to the Servicing and Maintenance and Repair Easements shall be carried out in accordance with the provisions of Article VII hereof.

6.6. Use of Declarants' Construction Easements

- (a) The benefit of the Declarants' Construction Easements shall not be partially obstructed or temporarily suspended without the Tower II Declarant's prior written consent thereto.
- (b) In the event that any buildings, soil, structures or other improvements are damaged, destroyed or materially altered by the Tower II Declarant or by its workmen, agents, representatives and/or retained contractors or consultants or by anyone else for whom the Tower II Declarant is in law liable or responsible in the course of the exercise of the Declarants' Construction Easements, the Tower II Declarant shall be responsible for repairing and restoring same to substantially the same condition as existed prior to such damage, destruction or material alteration.

6.7. Relocation of Easements

- (a) The Tower II Declarant shall have the unilateral right to relocate any of the Easement Areas within the Tower II Lands (which relocated easements areas shall be hereinafter referred to as the "**Relocated Easement Areas**") as well as amend the Easements relating thereto so that same reflect the Relocated Easement Areas (which amended Easements shall be hereinafter referred to as the "**Relocated Easements**") in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, provided however that:
- (i) any relocation of an Easement Area and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;
- (ii) the Tower II Declarant shall prepare a reference plan delineating the Relocated Easement Areas; and
- (iii) the Tower II Declarant shall be responsible for procuring any and all consents from the Governmental Authorities required in connection with the relocation of the Easements, on the understanding that all necessary parties hereto shall co-operate with the Tower II Declarant in satisfying any conditions imposed with respect thereto.
- (b) The parties hereto shall use their best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements and/or Relocated Easement Areas, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Tower II Declarant, all at its sole cost and expense.

6.8. Omitted Easements

In the event that a party hereto (in this paragraph, the "**Dominant Owner**") at any time and from time to time shall deliver written notice to any other party hereto (in this paragraph, the "**Servient Owner**") that any easement, right and right in the nature of an easement in, on, over, across, through, above, under, or otherwise pertaining to such Servient Owner's Lands as servient tenement, in favour of the Dominant Owner's Lands which is, in its opinion, acting reasonably, required for the proper and efficient functioning of the Dominant Owner's project, has not been created for any reason, the Servient Owner shall grant, transfer and convey such easement, right, and right in the nature of an easement in accordance with the following provisions of this paragraph and shall co-operate with the Dominant Owner in satisfying any conditions imposed to obtain all necessary consents with respect thereto. The Dominant Owner shall deliver to the Servient Owner with its request for any such an easement a draft reference plan prepared by an Ontario Land Surveyor engaged at the sole cost and expense of the Dominant Owner, depicting thereon those portions of the Servient Owner's Lands which are intended to be made subject to the said easement, together with written reasons explaining why such easement is required. In the event that the Servient Owner shall dispute the requirement for such an easement, such dispute

shall be resolved pursuant to the arbitration provisions contained in this Agreement based on the criteria for such an easement set forth above in this paragraph. Provided that the Dominant Owner obtains the necessary consent(s) (if required by operation of law) of the Committee of Adjustment, thirty (30) days following the later of the date upon which such consent(s) becomes final, binding and incapable of further appeal the Servient Owner shall grant, transfer and convey the said easement to the Dominant Owner. The form of any transfers of easement required to give effect to the aforesaid grant, transfer and conveyance of the said easement, shall be mutually agreed upon by the parties, failing which the form of such transfer of easement shall be decided pursuant to arbitration as provided for by this Agreement. There shall be no additional consideration payable by the parties with respect to the transfer, grant and conveyance of the said easement, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Dominant Owner all at its sole cost and expense. The obligation to grant, transfer and convey any easement pursuant to this paragraph shall be stayed pending the decision of the arbitration panel with respect to any arbitration initiated pursuant to this paragraph.

ARTICLE VII. - MAINTENANCE AND REPAIR WORK

- 7.1. The inspection, maintenance, repair and/or replacement of any buildings, installations, structures, improvements and/or services pursuant to the Servicing and Maintenance and Repair Easements or otherwise including any repair after damage (hereinafter collectively referred to as the **“Work”**) shall be carried out in accordance with the following conditions, provisions and restrictions:
- (a) any Work relating to the Shared Facilities (hereinafter referred to as the **“Shared Work”**) undertaken (or required to be undertaken) prior to the creation of the Shared Facilities Committee, shall be carried out and completed under the direction and control of the Tower II Declarant, while any Shared Work undertaken (or required to be undertaken) after the creation of the Shared Facilities Committee shall be the sole responsibility of the Shared Facilities Committee and be carried out and completed under the direction and control of the Shared Facilities Committee, and in either case, the cost of undertaking and completing the Shared Work shall comprise part of the Shared Facilities Costs; and
 - (b) any Work that does not relate to the Shared Facilities (the **“Exclusive Work”**) shall be the responsibility of and carried out under the direction and control of the Benefitting Owners, all at their sole cost and expense.
- 7.2. The Shared Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment.
- 7.3. In the event any buildings, soil or structures or other improvements situate within the applicable property (ie. the Tower I Lands and/or the Tower II Lands) encompassing the Easement Areas are physically altered or damaged in the course of carrying out the Work, then such alteration or damage shall be forthwith restored and/or repaired (as the case may be) to substantially the same condition as existed prior to such physical alteration or damage having occurred or arisen by:
- (a) the Shared Facilities Committee if said damage and/or alteration arose pursuant to any Shared Work; or alternatively
 - (b) the Benefitting Owners if said damage and/or alteration arose pursuant to any Exclusive Work, or pursuant to any Shared Work carried out by the Benefitting Owners pursuant to Article VIII of this Agreement.

ARTICLE VIII. - SELF-HELP REMEDIES

- 8.1. Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:
- (a) the Shared Facilities Committee has failed to implement, carry out and/or complete any Shared Work that any one or more of the Two Condominium Corporations would otherwise have a duty to implement, carry out and/or complete under the Act, the Declarations or the by-laws of the Two Condominium Corporations; or
 - (b) any of the Responsible Parties (as hereinafter defined) or the Shared Facilities Committee (as the case may be) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article XI hereof;

(for the purposes of this section the party failing to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a “**Defaulting Party**” and the party intending to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the “**Non-Defaulting Party**”) then provided:

- (i) written notice has been delivered to the Defaulting Party; and
- (ii) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party’s receipt of said notice;

the Non-Defaulting Party shall be entitled to carry out the Shared Work (provided however that the provisions of paragraphs 7.2 and 7.3 hereof shall apply *mutatis mutandis* to said Shared Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article III hereof.

- 8.2. For the purposes of this Article VIII, the commencement of any Shared Work by the Shared Facilities Committee shall be evidenced by either its institution of a tendering process in respect of the Shared Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.
- 8.3. Notwithstanding anything hereinbefore provided to the contrary, each of the Two Condominium Corporations shall be entitled to carry out the Shared Work without notice in the case of an Emergency provided however that each of the Two Condominium Corporations shall make reasonable efforts to give prior notice of the nature of the emergency and of the nature and scope of the Shared Work necessary in light of the emergency to the Shared Facilities Committee.
- 8.4. The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto or the Shared Facilities Committee, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

ARTICLE IX. - THE SHARED FACILITIES COMMITTEE

- 9.1. Subject to paragraph 9.2 hereof, the Shared Facilities Committee shall consist of two (2) members, one (1) of which shall be appointed by (and be members of) each of the boards of directors of each of the Two Condominium Corporations. Each of the Two Condominium Corporations shall also appoint an alternative member to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- 9.2. Until the Transfer Date, the Tower II Declarant shall be entitled to appoint up to three (3) additional members to the Shared Facilities Committee.
- 9.3. At any meeting of the Shared Facilities Committee, a quorum shall consist of at least two (2) members thereof. Until the Transfer Date, decisions of the Shared Facilities Committee shall be passed by a majority of members present by person or by proxy at meetings of the Shared Facilities Committee and the Chairman shall not have an additional or casting vote. After the Transfer Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing all of the Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place. The proxy shall be a director or officer of the Corporation represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Corporation represented by such member.
- 9.4. The Shared Facilities Committee shall, *inter alia*, be responsible for the following:
 - (a) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;

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- (b) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
 - (c) making arrangements for the provision of all requisite utilities and equipment (eg. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
 - (d) preparing and submitting the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and
 - (e) reimbursing any Non-Defaulting Party for costs incurred in connection with the self-help remedies set out in Article VIII hereof.
- 9.5. It is expressly understood and agreed by the parties hereto that all decisions made (and all actions taken) by the Shared Facilities Committee shall forthwith be adopted, ratified and confirmed by the respective boards of directors of the Two Condominium Corporations. In addition, the board of directors of each of the Two Condominium Corporations shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement.

ARTICLE X. - MUTUAL INDEMNITIES

- 10.1. Each party hereto hereby covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both real and personal) within the property of any other party hereto which is altered, damaged or destroyed by any such party or by its residents, tenants, invitees, workmen, agents, representatives, contractors and/or subcontractors, or by anyone else for whom such party is in law responsible or liable (either vicariously or otherwise), in the course of using (or enjoying the benefits of) the Shared Facilities.
- 10.2. Subject to the foregoing provisions of this Article X, each of the parties hereto hereby covenant and agree to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which either of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or wilful misconduct.

ARTICLE XI. - INSURANCE

- 11.1. Until the Transfer Date, each of the Two Condominium Corporations (or the Tower II Declarant on behalf of the Tower II Condominium Corporations which is not yet registered from time to time) (which parties shall be hereinafter individually referred to as a "**Responsible Party**" and collectively referred to as the "**Responsible Parties**") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "**Shared Facilities Insurance**") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "**Respective Portions**"):
- (a) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
 - (b) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both real and personal) comprising part of their Respective Portions; and
 - (c) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;

in accordance with the applicable provisions of the Act and this Agreement.

- 11.2. Each of the insurance policies maintained pursuant to the foregoing paragraph 11.1, shall:
- (a) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
 - (b) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
 - (c) be taken out and maintained with the same insurer, which insurer shall, until the creation of the Shared Facilities Committee, be chosen by the Tower II Declarant, acting reasonably; and
 - (d) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Two Condominium Corporations and/or the Tower II Declarant save and except for arson, fraud, vandalism or wilful misconduct.
- 11.3. Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:
- (a) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any one or more of the Two Condominium Corporations; or
 - (b) to the Tower II Declarant with respect to any loss occasioned to any Respective Portions not yet contained (or encompassed within) a condominium description;

for the purposes of carrying out any Shared Work arising as a result of damage in accordance with Article VII hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.

- 11.4. Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 11.5. From and after the Transfer Date, the responsibility for procuring the Shared Facilities Insurance shall devolve upon the Shared Facilities Committee for and on behalf of all of the Two Condominium Corporations.
- 11.6. The Responsible Parties (or the Shared Facilities Committee, if same is in existence) shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary, but not in any event, later than once every three (3) years and the costs of said appraisals shall constitute part of the Shared Facilities Costs.
- 11.7. For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the towers comprising the Total Project.

ARTICLE XII. - INSURANCE TRUSTEE

- 12.1. Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the insurance trustee shall be appointed in accordance with the arbitration provisions of Article XVI hereof.
- 12.2. The insurance trustee appointed in accordance with paragraph 12.1 hereof shall be a trust company registered under the *Loan and Trust Corporations Act* or shall be a chartered bank, with which the parties shall enter into an agreement providing as follows:

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- (a) receipt by the insurance trustee of any excess proceeds as contained in paragraph 12.1 hereof; and
 - (b) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article XIII.
- 12.3. If all Owners agree not to rebuild in accordance with paragraph 13.3(b), there shall be no requirement for the appointment of an insurance trustee and all insurance proceeds shall be paid to the respective Owners.

ARTICLE XIII. - DAMAGE TO SHARED FACILITIES

- 13.1. If any of the Buildings are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this agreement.
- 13.2. If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 13.3. Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
- (a) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
 - (b) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or
 - (c) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and buildings by the other Owners.
- 13.4. In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of paragraph 6.6 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided however that any obligations imposed therein upon the Tower II Declarant shall be the responsibility of the Responsible Parties and/or the Shared Facilities Committee if same is in existence.

ARTICLE XIV. - TERMINATION OF CONDOMINIUMS

- 14.1. The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article XIII hereof) shall apply notwithstanding that any one or more of the Two Condominium Corporations has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article XIV.
- 14.2. For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Two Condominium Corporations that has been created before the registration of the Declaration (relating thereto).

ARTICLE XV. - THE EASEMENT CHARGE

- 15.1. In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article VIII) (hereinafter referred to as a “**Delinquent Party**”) within 30 days after receiving written notice from the other party hereto or the Shared Facilities Committee (hereinafter referred to as the “**Non-Delinquent Party**”) requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of **24% per annum**, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party’s lands (or common element areas, as the case may be) (hereinafter referred to as the “**Easement Charge**”).
- 15.2. Subject to the overriding provisions of paragraph 15.4 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.
- 15.3. In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party’s lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the Non-Delinquent Party’s entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the Land Titles Act, R.S.O. 1990, as amended.
- 15.4. The Easement Charge need not be registered against the title to the Delinquent Party’s lands (or common elements), assets or appurtenant interests (nor registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party’s lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party’s lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the “**Prior Charges**”), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

ARTICLE XVI. – ALTERNATIVE DISPUTE RESOLUTION

- 16.1. The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party’s proportionate share of the Shared Facilities Costs, shall be determined in the following manner which for purposes of this agreement shall be called “**ADR**”.

- 16.2. Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (a) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
 - (b) If the parties, with the assistance of legal counsel as set forth in paragraph 16.2(a) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
 - (c) If good faith negotiations and the mediation process as described in paragraph 16.2(a) and (b) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.
 - (d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.
 - (e) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
 - (f) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.
- 16.3. For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.
- 16.4. Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations by the mediator so chosen and the ADR shall be conducted generally in accordance with the Rules of Procedure for the conduct of ADR by the arbitrator so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question

arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article XVI. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

ARTICLE XVII. - RELEASE OF THE DECLARANTS

- 17.1. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of the Tower I Condominium Corporation, the Declarant shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Declarant, the parties hereto shall each execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities, together with such further documents and assurances as the Declarant may reasonably require in connection therewith.
- 17.2. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of the Tower II Condominium Corporation, the Tower II Declarant shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Tower II Declarant, the parties hereto shall each execute a formal release of the Tower II Declarant in order to evidence and confirm the foregoing cessation of the Tower II Declarant's obligations and liabilities, together with such further documents and assurances as the Tower II Declarant may reasonably require in connection therewith.

ARTICLE XVIII. - NOTICES

- 18.1. All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:
- (a) to the Declarant – 8791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4.
 - (b) to the Tower II Declarant – 8791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4.
 - (c) to the Tower I Condominium - c/o its property manager at 144 Park Street, Waterloo, Ontario, Attention: Property Management Office.
 - (d) to the Tower II Condominium - c/o its property manager at 155 Caroline Street, Waterloo, Ontario, Attention: Property Management Office.
 - (e) to the Shared Facilities Committee by giving same to the Tower II Declarant (until the Transfer Date) and to at least two (2) committee members (who are not representatives or nominees of the same Condominium Corporation) either personally or by ordinary mail, postage prepaid, address to such member's respective dwelling units.
- 18.2. Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

ARTICLE XIX. - REGISTRATION OF THIS AGREEMENT

- 19.1. The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Tower I Lands and the Tower II Lands, respectively.
- 19.2. The Declarant further covenants and agrees that upon the registration of the Tower I Condominium, it shall cause same to enter into an agreement with the Tower II Declarant that is

substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when the Tower I Condominium is registered, the Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement.

- 19.3. The Tower II Declarant further covenants and agrees that upon the registration of the Tower II Condominium, it shall cause same to enter into an agreement with the Tower I Condominium that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Tower II Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when the Tower II Condominium is registered, the Tower II Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement.

ARTICLE XX. - ESTOPPEL CERTIFICATE

- 20.1. Each of the Two Condominium Corporations (and the Tower II Declarant on behalf of the Tower II Condominium Corporations which is not yet registered) (hereinafter referred to as a “**Receiving Party**”) shall, within ten (10) days after receiving a written request (hereinafter referred to as a “**Certificate Request**”) accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary fee increases), from or by any party interested in the status of this Agreement (hereinafter called the “**Requesting Party**”), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the “**Certificate**”) confirming:
- (a) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
 - (b) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of the Two Condominium Corporations, the Declarant, the Tower II Declarant and/or the Shared Facilities Committee as well as the nature and extent of the default so alleged;
 - (c) whether or not any Work has been (or is presently being) performed by any of the Two Condominium Corporations, the Declarant, the Tower II Declarant and/or the Shared Facilities Committee for which the costs will be claimed or charged against any of the other parties hereto and/or the Shared Facilities Committee pursuant to provisions of this Agreement.
- 20.2. Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) any of the Declarant or the Tower II Declarant if it requests (or any authorized agent or representative requests) a Certificate pursuant to this Article XX.
- 20.3. The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 20.4. If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:
- (a) there is no outstanding default by any of the Two Condominium Corporations, the Declarant, the Tower II Declarant and/or the Shared Facilities Committee under this Agreement; and
 - (b) no Work has been (or is presently being) performed by any of the Two Condominium Corporations, the Declarant, the Tower II Declarant and/or the Shared Facilities Committee, for which the cost of same is (or may be) claimed or charged against any of the condominiums comprising the Two Condominium Corporations, the Declarant, the Tower II Declarant and/or the Shared Facilities Committee, pursuant to the provisions of this Agreement.

ARTICLE XXI. - RECIPROCAL BENEFIT AND BURDEN

- 21.1. The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinbefore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Two Condominium Corporations, including the Shared Facilities, which are intended to be used and enjoyed by each of the Declarant, the Tower II Declarant and the Two Condominium Corporations to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Declarant, the Tower II Declarant and the Two Condominium Corporations of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

ARTICLE XXII. - CONSTRUCTION LIENS

- 22.1. Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other condominiums comprising the Two Condominium Corporations, and/or the Tower II Declarant failing which, such other of the Two Condominium Corporations or the Tower II Declarant may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

ARTICLE XXIII. - SUCCESSORS AND ASSIGNS

- 23.1. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.
- 23.2. Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
- (a) any reference to any of the Two Condominium Corporations in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such Condominium's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees;
 - (b) any reference to the Tower II Declarant in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Tower II Declarant and the condominium corporations which are ultimately created on the Total Site, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporations, and their respective tenants, residents and invitees; and
 - (c) any reference to the Shared Facilities Committee shall, unless the context provides otherwise, mean the Tower II Declarant in the event that said committee has not yet been created, provided however, that any obligations imposed upon the Shared Facilities Committee including without limitation the obligation to carry out and/or pay for any maintenance or repair work (hereinafter referred to as the "**Shared Obligations**"), shall apply to the Tower II Declarant only insofar as the appropriate contributions have been made by such of the Two Condominium Corporations in existence from time to time (or insurance proceeds are available) to enable the Tower II Declarant to carry out and/or pay for any of the Shared Obligations.

ARTICLE XXIV. - FURTHER ASSURANCES

- 24.1. The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the Tower I Lands and the Tower II Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Shared Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the Two Condominium Corporations specifically covenants and agrees to execute, forthwith upon the request of the Tower II Declarant as is necessary and at no cost to the Tower II Declarant or to any other party hereto:
- (a) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such

additional provisions as the Tower II Declarant may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities among the Two Condominium Corporations, but in no case derogating in any material respect from the overall nature and intent of this Agreement;

- (b) whatever releases or other documents are required in order to delete this agreement from title to any lands which do not or will not form part of the Two Condominium Corporations. In this regard, the parties acknowledge and agree as follows:
 - (i) that because the precise location of the Two Condominium Corporations is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by the Tower II Declarant which will not form part of the Total Site;
 - (ii) that each of the Tower I Condominium and the Tower II Condominium hereby irrevocably consents, authorizes and directs the Tower II Declarant to delete this Agreement from title to any lands which do not or will not form part of either of the Two Condominium Corporations, and irrevocably appoints the Tower II Declarant as its attorney and agent to execute any consents or other documents required by the Tower II Declarant to give effect to this paragraph;
 - (iii) from time to time to execute the releases or other documents requested by the Tower II Declarant in order to confirm the deletion of this Agreement from title to any lands which do not or will not form part of either of the Two Condominium Corporations; and
 - (iv) this Agreement shall not apply to and shall be of no further force or effect in respect of any lands which do not or will not form part of either of the Two Condominium Corporations; and
- (c) such documents, releases and assurances as the Tower II Declarant may require in order to evidence and confirm the cessation of the Tower II Declarant's obligations and liabilities hereunder with respect to the Two Condominium Corporations, and the release of all claims by the Two Condominium Corporations against the Tower II Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.

24.2. Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by any of the Two Condominium Corporations (as and when same are created) with or without the Tower II Declarant as an additional signatory thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.1(a) hereof (which would require the execution thereof by each of the Tower I Condominium Corporation and/or the Tower II Condominium Corporation), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.

24.3. The parties agree that if the Tower II Condominium is developed in a manner substantially different from as contemplated in this Agreement, or is not constructed at all, they will co-operate in amending this Agreement so that it takes into account the changes to the development of the Tower II Lands.

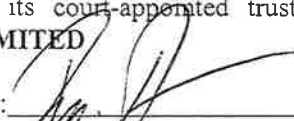
ARTICLE XXV. - MISCELLANEOUS PROVISIONS

- 25.1. This Agreement is subject to compliance with the subdivision and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended.
- 25.2. The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.3. This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.4. If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.5. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

25.6. Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

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

Per: 
Name: Bryan A. Tannenbaum
Title: President

I have the authority to bind the Corporation.

ONE 55 MADY LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

25.6. Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

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

Per: _____
Name: Bryan A. Tannenbaum
Title: President

I have the authority to bind the Corporation.

ONE 55 MADY LTD.

Per: _____
Name: Charles Mady
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

TAB T

**In the Matter of the Construction Lien Proceeding of 144 Park
Trustee's Statement of Receipts and Disbursements
For the Period January 22, 2015 to March 31, 2019**

	Cumulative to March 31, 2019
Receipts	
Closing proceeds from sale of units (Note 1)	\$ 43,502,035
HST collected	3,881,912
Occupancy fees paid by residents	979,896
DIP funds received	500,000
Property taxes collected from closing of units	564,431
Upgrade revenues collected	616,388
Public art cost recovery	89,147
Hydro utilities recovery	59,023
HST refunds	346,307
Transfers from Harris Sheaffer accounts	8,564
Bank interest	15,015
Sale of access fobs and other miscellaneous receipts, including guest suite mortgage	141,039
Total Receipts	\$ 50,703,757
Disbursements	
Operating expenses (property manager, security, snow removal and landscaping, property cleaner, garbage disposal)	\$ 79,858
Payment of DIP Facility fee	25,000
Repayment of DIP funds	517,062
Costs paid to complete unsold units	1,255,734
Commissions paid on sale of units/upgrade revenues	547,664
Insurance premiums	29,093
Payment of fees and bond premium to Westmount Guarantee	40,480
Insurance deductible	50,000
Trustee's fees	
- pre-appointment consulting fees	36,737
- post-appointment fees	1,040,034
Legal counsel fees	697,313
Utilities	173,522
Common area maintenance fees paid to WSCC 591	591,325
Reserve fund contribution - trust funds	30,971
Amounts paid on behalf of WSCC 591 (insurance, utilities)	49,889
Repairs and maintenance	1,409,576
Wages	194,136
Third party consultants (engineer, surveyor, planner, architect)	183,622
HST/PST paid	736,345
HST remitted to Canada Revenue Agency	3,466,555
Property taxes paid	714,252
Advertising - Unsold Units	26,475
Registration fees paid to the City and Region of Waterloo	3,375
Courier	1,880
Other	14,240
Total disbursements	\$ 11,915,140
Excess of receipts over disbursements before distributions to mortgagees and lien claimants	\$ 38,788,616
Distribution to mortgagees and lien claimants	
Laurentian Bank of Canada and/or Marshall Zehr Group	36,679,000
Lien claim holdbacks paid	1,418,802
Excess of receipts over disbursements	\$ 690,815

TAB U

**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 S. 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

**AFFIDAVIT OF ARIF N. DHANANI
(Sworn on April 29, 2019)**

I, ARIF N. DHANANI, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

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. On December 5, 2017, the Court granted an order substituting RSM Canada Limited (“**RSM**”) in place of the name Collins Barrow Toronto Limited (the “**Omnibus Order**”).
3. I am a Vice-President of RSM, in its capacity as Trustee, with respect to the Property and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I

indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.

4. Attached hereto and marked as **Exhibit "A"** are detailed invoices (the "**Invoices**") issued by RSM for its fees and disbursements in connection with the proceedings related to the Property pursuant to the Construction Lien Act for the period January 1, 2018 to March 31, 2019. The total fees charged by RSM during this period were \$90,459.00 plus disbursements of \$595.90, plus HST of \$11,837.14 totaling \$102,892.04.
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by RSM.
6. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A" including the total billable hours charged, the total fees charged and the average hourly rate charged.
7. I make this affidavit in support of a motion for an Order approving the Trustee's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, on the 29th day of April, 2019



Commissioner for Taking Affidavits
(or as may be)

**Daniel Raphael Welsz, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.**



ARIF N. DHANANI

EXHIBIT "A"

Detailed Invoices

This is Exhibit "A" to the Affidavit of
Arif N. Dhanani, sworn on April 29, 2019



A Commissioner for the taking of Affidavits, etc.

**Daniel Raphael Weisz, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.**



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 12, 2018

Client File 300027
Invoice 37
No. C000613

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period January 1 to January 31, 2018.

Date	Professional	Description
1/2/2018	Arif Dhanani	Review bank draft for upgrades to Unit 102; email to T. Bolton of Mint Realty in this regard; facilitate deposit of bank draft; review invoice from FCFP regarding fire alarm and facilitate payment thereof; attend to file administration; review January 2018 invoice for common element fees for Unit 102 and approve for payment; email to First Service Residential regarding change of firm name; review of report of independent engineer engaged by Tarion Warranty Corporation ("Tarion") in relation to ball valves in building; review 74 of 228 pages of Tarion First Year Performance Audit Warranty Assessment Report; call with L. Holloway of Pronto General Contracting ("Pronto") with request to compile spreadsheet of all warranted items and estimates to attend to warranted deficiencies.
1/3/2018	Arif Dhanani	Review remaining 154 of 228 pages of Tarion First Year Performance Audit Warranty Assessment Report; review Tarion Second Year Performance Audit Warranty Assessment Report; call with G. Abbiento of Pronto regarding completion of warranted items.
1/3/2018	Cindy Baeta	Prepare disbursement cheques.
1/4/2018	Arif Dhanani	Call with L. Holloway regarding sale of heat pump to owner of Unit 1903, sale of certain office furniture, donation of certain office furniture and completion of warranted item spreadsheet; draft bills of sale for heat pump and office furniture and email same to L. Holloway; call with S. Nevicato of Tarion regarding Trustee's approach to completion of warranted items.
1/5/2018	Daniel Weisz	Review reporting letter and provide comments to A. Dhanani on same.
1/5/2018	Arif Dhanani	Review emails from T. Dam and T. Bolton regarding Unit 1506 repairs and email to J. Woodhouse re same; email from L. Holloway with spreadsheets of year 1 and 2 warranted items only, call with L. Holloway regarding disputed

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

February 12, 2018
 Invoice 37
 Page 2

Date	Professional	Description
		items, commence review of spreadsheet for year 1 and adjust deficiency descriptions and status, where appropriate.
1/8/2018	Arif Dhanani	Attend to file administration; call with S. Rappos of Chaitons LLP regarding closing of Unit 102, warranty assessment reports issued by Tarion, Trustee's next report to court and other administrative matters; emails to/from Laurentian Bank of Canada regarding changing account name to RSM Canada Limited.
1/9/2018	Arif Dhanani	Responding to questions from S. Atkinson of MarshallZehr Group Inc. regarding November and December 2017 reporting and questions related to Tarion's assessment reports and bond; emails from/to Tarion and Board of Directors of WSCC 591 regarding February 2018 meeting date; continue review of Tarion Warranty Assessment report for first year items and amend warranty descriptions in spreadsheet of warranted items; send spreadsheet to L. Holloway for comments; call with B. Argue of Westmount Guarantee.
1/10/2018	Arif Dhanani	Review and amend spreadsheet of Year 2 warranted items only; email to L. Holloway with same and request to comment thereon; emails with P. Chung at Westmount Guarantee regarding Tarion Rider and amendment thereto.
1/11/2018	Arif Dhanani	Execute revised Bond Rider and send to Tarion with copy to Westmount Guarantee; email to Mint Realty regarding fixtures for Unit 102; emails with L. Holloway regarding reasonability of increase in Unit 102 finishing costs for drywall repair; confirm with Tarion availability for conciliation inspection meeting on February 14, 2018; call to Bell Canada to disconnect internet service in Unit 102, former customer care office.
1/12/2018	Arif Dhanani	Emails from/to L. Holloway regarding comments on PATS listings and request for estimated costs to fix warranted deficiencies; call with L. Holloway and G. Abbiento regarding warranted PATS items and cost estimates for same; finalize Warranted Items spreadsheets for Year 1 and 2, draft email to WSCC 591 Board of Directors and send same; review email from and discussion with L. Holloway regarding heat pump question re Unit 1903.
1/12/2018	Cindy Baeta	Prepare bank reconciliation; prepare disbursement cheque.
1/16/2018	Arif Dhanani	Email exchange with Board of WSCC 591 regarding settlement on warranted deficiencies; email to S. Atkinson regarding potential settlement.
1/17/2018	Arif Dhanani	Email to Board of Directors of WSCC 591 and Tarion to confirm that the Trustee's general contractor will be attending at 144 Park to commence rectifying deficiencies; call with L. Holloway in this regard.
1/18/2018	Arif Dhanani	Calls with L. Holloway regarding 144 Park and providing instruction and direction regarding same; call with G. Abbiento regarding priority items to be rectified.
1/19/2018	Arif Dhanani	Emails from/to WSCC 591 Board of Directors; call with L. Holloway.
1/22/2018	Arif Dhanani	Call with L. Holloway for update on rectification of deficiencies; call with S. Dooman; email exchange with T. Bolton regarding common element deficiencies.
1/23/2018	Arif Dhanani	Email to/from T. Bolton; email to L. Holloway; call with L. Holloway and G. Abbiento regarding completion of warranted deficiencies and approach to potential settlement with Board; review updated warranted items listings sent by L. Holloway and amend same.

February 12, 2018
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 Page 3

Date	Professional	Description
1/24/2018	Arif Dhanani	Finalize Year 1 and 2 warranted items spreadsheets with updates to items completed and email same to WSCC 591 Board of Directors, property manager and Tarion with communication relating to the Trustee's understanding of the Board's renewed interest in a financial settlement; call with G. Abbiento regarding same; email to Tarion regarding invoices for chargeable conciliation and payment therefor.
1/25/2018	Cindy Baeta	Post deposit to Ascend.
1/25/2018	Arif Dhanani	Review of email from Westmount Guarantee regarding charges against Tarion bond and respond to same.
1/26/2018	Arif Dhanani	Review of email from AJ Mueller regarding financial settlement, call with L. Holloway in this regard, respond to email from AJ Mueller, call with G. Abbiento; review of statement of adjustments for Unit 102 sent by Harris Sheaffer LLP ("HS"), call with K. McNeill of HS regarding revisions required, review amended statement of adjustments and email to K. McNeill regarding further revisions; finalize statement of adjustments for Unit 102 and finalize same.
1/29/2018	Arif Dhanani	Review spreadsheets on costs sent by L. Holloway; amend spreadsheets; discuss amendments with L. Holloway; email to Board of Directors of WSCC 591 with offer to settle and general percentage of cosmetic vs. other items included in offer; email to Chaitons and HS requesting completion of affidavits and copies of invoices for Trustee's Court report; reviewing Trustee's sixteenth and nineteenth court reports; commence outline for Trustee's twenty first report; responding to questions from the Board of Directors of WSCC 591 on the Trustee's offer to settle.
1/30/2018	Arif Dhanani	Discussion with G. Abbiento regarding Board of Directors engaging Pronto; discussion with B. Tannenbaum and D. Weisz regarding same; subsequent discussion with G. Abbiento, including discussion with respect to conflict of interest, Tarion warranties and commenting and agreeing to solution proposed by Pronto; emails to/from Board of Directors regarding financial settlement; update Trustee's report to reflect latest development in financial settlement discussions and send same to D. Weisz for comments.
1/31/2018	Daniel Weisz	Review and update twenty first report to court.
1/31/2018	Arif Dhanani	Review of email from AJ Mueller; separate discussions with B. Tannenbaum, L. Holloway, G. Abbiento and Tarion regarding same; subsequent further discussion with L. Holloway.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

February 12, 2018
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	2.00	\$ 495	\$ 990.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	50.10	\$ 375	18,787.50
Cindy Baeta	Estate Administrator	1.00	\$ 110	110.00
Total hours and professional fees		53.10		\$ 19,887.50
Disbursements				
	Courier		\$ 12.39	
Total disbursements				12.39
Total professional fees and disbursements				\$ 19,899.89
HST @ 13%				2,586.99
Total payable				\$ 22,486.88

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 9, 2018

Client File 300027
Invoice 39
No. C000647

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period March 1 to March 31, 2018.

Date	Professional	Description
3/1/2018	Cindy Baeta	Prepare disbursement cheques.
3/1/2018	Arif Dhanani	Review of Pario Engineering Report on ball valve failure in Unit 808.
3/2/2018	Cindy Baeta	Prepare disbursement cheque.
3/2/2018	Arif Dhanani	Email to S. Tindale of Hughes Amys for update on proceedings against heat pump manufacturer, installer and distributor.
3/5/2018	Arif Dhanani	Review of emails from Condominium Corporation Board of Directors re status of warranted items; call with L. Holloway of Pronto General Contracting ("Pronto") in this regard.
3/6/2018	Arif Dhanani	Review of Board of Directors comments on Year 1 and 2 warranted deficiency listing spreadsheets; update spreadsheets for additional completed items and send to WSCC 591 and Tarion Warranty Corporation ("Tarion") for further comments; email to AJ Mueller regarding specific deficiency items.
3/7/2018	Arif Dhanani	Review and facilitate deposit for Tarion cheque received for refund of fees charged; call with Tarion regarding various issues.
3/8/2018	Arif Dhanani	Call with S. Tindale regarding Affidavit of Documents re flooding incident of March 2015; review of email from AJ Mueller and respond thereto.
3/9/2018	Cindy Baeta	Post deposit to Ascend; prepare disbursement cheques.
3/9/2018	Arif Dhanani	Review invoices from Jones Electric and facilitate payment thereof; respond to email from M. Snedden regarding 129 pre-sold units.
3/14/2018	Arif Dhanani	Call with L. Holloway regarding progress of PATS items and updated listing of completed warranted items; call with G. Abbiento of Pronto regarding lobby steps to be replaced and timing of receipt of materials; review of email from AJ Mueller re request for items not warranted to be reconsidered; review of

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

April 9, 2018
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 Page 2

Date	Professional	Description
		comments from L. Holloway re completed deficiencies and update Year 1 deficiency listing for completed items; calls with L. Holloway for clarification of various items.
3/15/2018	Arif Dhanani	Review of comments from L. Holloway re responses to comments made by WSCC 591's Board of Directors (the "Board") to completed items; calls with L. Holloway to clarify certain comments; call with L. Holloway and G. Abbiento to discuss March 16, 2018 meeting with Tarion and the Board.
3/16/2018	Arif Dhanani	Meet with G. Abbiento and L. Holloway to prepare for meeting; attend at 144 Park for meeting with Tarion and Board of Directors; attend meeting to discuss various matters related to Tarion non-warranted and warranted items.
3/19/2018	Arif Dhanani	Review of registered shared facilities agreement and send same to L. Holloway with comments; email to Board and Tarion regarding call-up panel and Trustee's position that it is missing equipment; email to Board and property manager regarding residents disconnecting fire alarm equipment in suites resulting in alarms on fire panel; email to Board with settlement offer on warranted carpet items.
3/20/2018	Arif Dhanani	Calls with L. Holloway and G. Abbiento; email to Board.
3/21/2018	Arif Dhanani	Emails to/from Condo Board re settlement on carpet and balcony divider items in PATS list; call with L. Holloway.
3/22/2018	Cindy Baeta	Prepare disbursement cheques; prepare bank reconciliation.
3/22/2018	Daniel Weisz	Review and sign cheques.
3/22/2018	Arif Dhanani	Finalize and submit February 2018 HST return.
3/23/2018	Arif Dhanani	Emails to/from L. Holloway re CCI and BB-19 report; review release sent by Condominium Corporation regarding carpet items and dividers, commence amending same, exchange emails with AJ Mueller, call with AJ Mueller.
3/26/2018	Arif Dhanani	Review email from AJ Mueller re settlement agreement, review executed settlement agreement and compare to track changes version sent to AJ Mueller, complete documentation to process settlement cheque.
3/29/2018	Cindy Baeta	Prepare disbursement cheque.
3/29/2018	Arif Dhanani	Draft letter to Camrose Property Management and facilitate release of cheque for settlement on certain Tarion warranted items.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

April 9, 2018
 Invoice 39
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	\$ 49.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	22.00	\$ 375	8,250.00
Cindy Baeta	Estate Administrator	1.00	\$ 110	110.00
Total hours and professional fees		23.10		\$ 8,409.50
Disbursements				
Travel			\$ 107.08	
Meals			28.29	
Couriers			74.46	
Total disbursements				209.83
Total professional fees and disbursements				\$ 8,619.33
HST @ 13%				1,120.51
Total payable				\$ 9,739.84

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



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RSM CANADA LIMITED
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date March 6, 2018

Client File 300027
Invoice 38
No. C000628

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period February 1 to February 28, 2018.

Date	Professional	Description
2/1/2018	Arif Dhanani	Review of 2018 interim property tax bills received from the City of Waterloo and send email to K. McNeill of Harris Sheaffer LLP ("HS") regarding same; email to and response from L. Holloway of Pronto General Contracting ("Pronto") regarding potential settlement with WSCC 591; amend draft email to WSCC 591 on potential settlement per discussion with L. Holloway and send same; call with K. McNeill regarding 2018 property taxes and communicating with counsel to purchasers of Units 1607 and 102; review amended statement of adjustments for Unit 102 and approve same.
2/1/2018	Cindy Baeta	Prepare disbursement cheque.
2/2/2018	Daniel Weisz	Review updated Twenty First Report to Court and provide comments to A. Dhanani.
2/2/2018	Arif Dhanani	Update Twenty First Report of Trustee and send to Chaitons LLP for comments; update Fee Affidavit and draft summary of invoices; review email from Board of Directors regarding partial settlement, draft and release response thereto.
2/5/2018	Bryan Tannenbaum	Review and edit the Twenty First Report to Court.
2/5/2018	Arif Dhanani	Review amendments made to Twenty First Report by Chaitons and incorporate same as appropriate, assemble appendices to report; finalize and execute Fee Affidavit with B. Tannenbaum.
2/6/2018	Arif Dhanani	Finalize Trustee's Twenty First Report, including appendices; emails to/from Chaitons and HS regarding fee affidavits, send report to Chaitons for service.
2/7/2018	Arif Dhanani	Email to I. El-Hajj of McIntosh Perry regarding BB-19 report; call with L. Holloway and G. Abbiento of Pronto regarding completion of warranted

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

March 6, 2018
 Invoice 38
 Page 2

Date	Professional	Description
		items, including identification of and attendance by wallpaper trades on February 8, 2018.
2/8/2018	Arif Dhanani	Review 2018 property tax bills and related documents for certain units, draft letter to City of Waterloo and send same.
2/8/2018	Cindy Baeta	Prepare disbursement cheques.
2/12/2018	Arif Dhanani	Attend to file administration; call with L. Holloway regarding completion of warranted deficiencies and progress, update of status of Year 1 and Year 2 warranted items and discussion with AJ Mueller.
2/13/2018	Arif Dhanani	Calls with G. Abbiento and L. Holloway regarding meeting with Tarion Warranty Corporation ("Tarion") and WSCC 591 on February 14, 2018; update Year 1 and Year 2 Warranted Items listings for completed items and email same to WSCC 591 and Tarion; review email from AJ Mueller, update lists further and resend to WSCC 591 and Tarion; print copies for meeting.
2/14/2018	Arif Dhanani	Attend at 144 Park Street in Waterloo for meeting with Board of WSCC 591 and Tarion.
2/15/2018	Arif Dhanani	Review various documents and draft and send email to Tarion regarding certain items not warranted by Tarion, which were discussed during a February 14, 2018 meeting; facilitate posting of February 14, 2018 Court Order and Endorsement to Trustee's website; review of emails from L. Holloway regarding various warranted items and discussion with L. Holloway re same.
2/15/2018	Daniel Weisz	Review draft email to Tarion and provide comments to A. Dhanani.
2/16/2018	Cindy Baeta	Prepare bank reconciliation; prepare disbursement cheques.
2/20/2018	Daniel Weisz	Review and sign cheques.
2/21/2018	Arif Dhanani	Corresponding with S. Cruickshank of Mint Realty; review of invoices from D&E Total Home Improvement and Mint Realty and facilitate payment of same.
2/22/2018	Cindy Baeta	Post deposits to Ascend; prepare disbursement cheques.
2/23/2018	Arif Dhanani	Review of Bell Canada bill for internet service, call Bell to discuss \$150.00 charge for non-return of internet modem and provide Canada Post receipt for return of same; review of Tarion meeting summary re February 14, 2018 meeting.
2/26/2018	Arif Dhanani	Draft Trustee's R&D and reporting to MarshallZehr Group Inc. ("MZ") and send to B. Tannenbaum for comments; update Year 1 PATS list and send to Tarion and Condo Board.
2/28/2018	Arif Dhanani	Prepare summary reporting email to M. Snedden; review Tarion reassessment report on various items previously not warranted; facilitate processing of further interim distribution to MZ.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 6, 2018
 Invoice 38
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.80	\$ 525	\$ 420.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.80	\$ 495	891.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	25.80	\$ 375	9,675.00
Cindy Baeta	Estate Administrator	1.10	\$ 110	121.00
Total hours and professional fees		29.50		\$ 11,107.00
Disbursements				
Travel			\$ 105.13	
Total disbursements				105.13
Total professional fees and disbursements				\$ 11,212.13
HST @ 13%				1,457.58
Total payable				\$ 12,669.71

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date May 3, 2018

Client File 300027
Invoice 40
No. C000664

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period April 1 to April 30, 2018.

Date	Professional	Description
4/5/2018	Cindy Baeta	Prepare disbursement cheques.
4/6/2018	Arif Dhanani	Review invoices from Pronto General Contractors ("Pronto") and facilitate payment of same.
4/9/2018	Arif Dhanani	Review cheque regarding interim dividend for Sweeny Proposal and facilitate deposit of same.
4/10/2018	Arif Dhanani	Calls with L. Holloway of Pronto regarding updated PATS list for Year 1, update list and send to WSCC 591.
4/13/2018	Daniel Weisz	Review and sign cheques.
4/13/2018	Cindy Baeta	Post deposit to Ascend; prepare disbursement cheques; prepare bank reconciliation.
4/16/2018	Arif Dhanani	Review email from AJ Mueller regarding fob system in parking garage, email to L. Holloway in this regard.
4/17/2018	Arif Dhanani	Review email from AJ Mueller; review records and attach to email to Tarion Warranty Corporation ("Tarion") and WSCC 591 copies of occupancy permits for all units requested, except Unit 503 and Guest Suite, and update to Year 1 and Year 2 PATS lists; email to T. Bolton requesting copies of occupancy permits for Unit 503 and Guest Suite; responding to further emails from AJ Mueller; call with G. Abbiento of Pronto to discuss meeting at 144 Park on April 18, 2018.
4/18/2018	Arif Dhanani	Attend at 144 Park Street in Waterloo for meeting with WSCC 591 Board and Tarion; tour building with Tarion, AJ Mueller, L. Holloway and G. Abbiento; subsequent meetings with L. Holloway and G. Abbiento regarding meeting.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

May 3, 2018
 Invoice 40
 Page 2

Date	Professional	Description
4/19/2018	Bryan Tannenbaum	Discussion with A. Dhanani regarding his meeting with Condo Corp and Tarion on April 18, 2018 and subsequent meeting on May 17, 2018.
4/19/2018	Arif Dhanani	Review Chaitons LLP's letter responding to Duncan Linton LLP letter dated April 11, 2018, amend same and send same to Chaitons; emails from/to Jones Electric regarding payment of invoices sent in March 2018; calls with L. Holloway regarding lobby stairs and elevators.
4/23/2018	Arif Dhanani	Update Year 1 PATS listing and send to AJ Mueller as requested; discussion with L. Holloway regarding completion of remaining PATS items and timing.
4/25/2018	Arif Dhanani	Calls with L. Holloway and G. Abbiento regarding email from AJ Mueller and Solucore Inc. report; call with G. Abbiento regarding front lobby railings requiring replacement.
4/27/2018	Cindy Baeta	Prepare disbursement cheques.
4/27/2018	Daniel Weisz	Review and sign cheques.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

May 3, 2018
 Invoice 40
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.30	\$ 525	\$ 157.50
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.20	\$ 495	99.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	12.70	\$ 375	4,762.50
Cindy Baeta	Estate Administrator	1.20	\$ 110	132.00
Total hours and professional fees		14.40		\$ 5,151.00
Disbursements				
Travel			\$ 38.35	
Total disbursements				38.35
Total professional fees and disbursements				\$ 5,189.35
HST @ 13%				674.62
Total payable				\$ 5,863.97

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 4, 2018

Client File 300027
Invoice 41
No. 5427922

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period May 1 to May 31, 2018.

Date	Professional	Description
5/1/2018	Arif Dhanani	Call with G. Abbiento of Pronto General Contractors ("Pronto") to discuss status update on PATS items at 144 Park.
5/2/2018	Arif Dhanani	Review of elevator documentation from Delta forwarded by L. Holloway of Pronto, call with L. Holloway re same; attend to administrative matters.
5/3/2018	Arif Dhanani	Review email from L. Holloway re elevators; discussion with L. Holloway re PATS remaining items; draft email to WSCC 591 in response to email re elevators and send to L. Holloway for comments.
5/4/2018	Daniel Weisz	Review and sign cheques.
5/4/2018	Arif Dhanani	Call with L. Holloway re HVAC balancing and email to C. Mady re same.
5/4/2018	Cindy Baeta	Prepare disbursement cheques.
5/8/2018	Arif Dhanani	Complete Trustee's R&D as at April 30, 2018; draft reporting for the months of March and April 2018.
5/10/2018	Arif Dhanani	Finalize March/April 2018 reporting to MarshallZehr Group ("MZ") and Trustee's R&D to April 30, 2018 and send same to MZ; respond to questions from MZ.
5/11/2018	Cindy Baeta	Prepare bank reconciliation.
5/14/2018	Arif Dhanani	Call with L. Holloway re completion to date of PATS items, update to listing and timing of receipt of same, remaining items, Tarion Warranty Corporation ("Tarion") decision on certain outstanding items.
5/15/2018	Arif Dhanani	Complete and file HST return for April 2018.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

July 4, 2018
 Invoice 41
 Page 2

Date	Professional	Description
5/16/2018	Arif Dhanani	Update Year 1 and 2 PATS lists for meeting with Tarion and Condominium Corporation Board on May 17, 2018 and send same to all parties; call and email exchange with AJ Mueller in this regard.
5/16/2018	Cindy Baeta	Prepare disbursement cheques.
5/17/2018	Arif Dhanani	Attend meeting with Tarion and Condominium Corporation Board of Directors at 144 Park in Waterloo.
5/23/2018	Arif Dhanani	Review files and emails for parking lease agreement for Unit 1803, email to Mint Realty in this regard.
5/25/2018	Arif Dhanani	Review invoice from D&E Total Home Improvement Inc. re repairs to Unit 1506 ensuite bathroom under Tarion Warranty and facilitate payment of same.
5/28/2018	Arif Dhanani	Emails from/to J. Gibson and Vertechs re no Tarion warranty for elevator work and unit owner's responsibility for costs.
5/29/2018	Arif Dhanani	Call with L. Holloway regarding PATS list update and progress made.
5/31/2018	Arif Dhanani	Email to J. Schlumpf of MZ regarding status of insurance and 2018 interim property tax payment, pursuant to her email.
5/31/2018	Cindy Baeta	Prepare disbursement cheques.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

July 4, 2018
 Invoice 41
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.10	\$ 495	\$ 49.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	12.30	\$ 375	4,612.50
Cindy Baeta	Estate Administrator	0.70	\$ 110	77.00
Total hours and professional fees		13.10		\$ 4,739.00
HST @ 13%				616.07
Total payable				\$ 5,355.07

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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 RSM CANADA LIMITED



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RSM CANADA LIMITED
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Toronto, ON M5H 4C7

T +1 416 480 0160
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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 6, 2018

Client File 300027
Invoice 42
No. 5428983

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period June 1 to June 30, 2018.

Date	Professional	Description
6/1/2018	Cindy Baeta	Prepare disbursement cheques.
6/1/2018	Arif Dhanani	Call with J. Kelley regarding temporary parking leases and lease agreement.
6/5/2018	Arif Dhanani	Filing various emails; reviewing emails between McIntosh Perry and Pronto General Contractors ("Pronto") regarding BB-48 report and email to McIntosh Perry in this regard.
6/6/2018	Arif Dhanani	Call with J. Kelley regarding Woodhouse Group bill from 2017.
6/7/2018	Cindy Baeta	Prepare bank reconciliation.
6/8/2018	Arif Dhanani	Review Year 1 PATS list updates provided by L. Holloway of Pronto, message for G. Abbiento of Pronto in this regard; draft and send email to City of Waterloo regarding 2018 final property tax bills received.
6/12/2018	Arif Dhanani	Review emails for email previously sent to Tarion relating to HVAC system and send same to S. Nevicato pursuant to his request.
6/14/2018	Cindy Baeta	Post deposits to Ascend.
6/21/2018	Arif Dhanani	Review of email from AJ Mueller, respond to same; call with L. Holloway and G. Abbiento re PATS progress and next steps; clarification email to R. Salisbury on attendance request.
6/22/2018	Arif Dhanani	Call with Pronto re Tarion email; call with Tarion and Pronto regarding Tarion email; review of email from AJ Mueller with respect to Tarion email.
6/28/2018	Cindy Baeta	Post deposits to Ascend; prepare disbursement cheques.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

July 6, 2018
 Invoice 42
 Page 2

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	4.90	\$ 375	1,837.50
Cindy Baeta	Estate Administrator	0.50	\$ 110	55.00
Total hours and professional fees		5.40		\$ 1,892.50
Disbursements				
Travel			\$ 38.62	
Meals			36.06	
Total disbursements				74.68
Total professional fees and disbursements				\$ 1,967.18
HST @ 13%				255.73
Total payable				\$ 2,222.91

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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 RSM CANADA LIMITED



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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date August 13, 2018

Client File 300027
Invoice 43
No. 5449689

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period July 1 to July 31, 2018.

Date	Professional	Description
07/04/2018	Arif Dhanani	Update Year 1 and 2 PATS listings and send same to Board and Tarion with request for updated comments from Board; attend to administrative matters.
07/06/2018	Daniel Weisz	Review reporting letter and provide comments to A. Dhanani.
07/06/2018	Arif Dhanani	Prepare Trustee's R&D and reporting for May and June 2018 and send same to MarshallZehr Group; emails from/to Camrose Property Management re temporary parking spots.
07/09/2018	Bryan Tannenbaum	Receipt and review of J. Hines of PBL Insurance email; execute cancellation form and return.
07/05/2018	Cindy Baeta	Prepare disbursement cheques.
07/13/2018	Cindy Baeta	Prepare disbursement cheques.
07/19/2018	Cindy Baeta	Prepare bank reconciliation.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

August 13, 2018
 Invoice 43
 Page 2

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.20	\$ 525	\$ 105.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.50	\$ 495	247.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	4.20	\$ 375	1,575.00
Cindy Baeta	Estate Administrator	0.60	\$ 110	66.00
Total hours and professional fees		5.50		\$ 1,993.50
HST @ 13%				259.16
Total payable				\$ 2,252.66

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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 RSM CANADA LIMITED



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Toronto, ON M5H 4C7

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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date September 24, 2018

Client File 300027
Invoice 44
No. 5472514

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period August 1 to August 31, 2018.

Date	Professional	Description
08/07/2018	Arif Dhanani	Emails from/to condominium corporation regarding meeting with Tarion Warranty Corporation ("Tarion") scheduled for August 8, 2018; email to Tarion in this regard; calls with L. Holloway of Pronto General Contractors ("Pronto") regarding attendance at the meeting.
08/07/2018	Daniel Weisz	Discussion with A. Dhanani on Tarion position re warranty items and position taken by Condominium Board of Directors.
08/08/2018	Arif Dhanani	Review of CRA HST notice of assessment for May 2018, save on shared drive and facilitate deposit of refund cheque; separate calls with L. Holloway and R. Salisbury regarding Tarion/Board meeting and warranted deficiencies; reviewing outstanding invoices from Harris Sheaffer LLP and facilitating payment of same; review amended statement of claim and order sent by Hughes Amys LLP in connection with March 2015 flooding incident and insurance recovery, email to S. Tindale to request updated documents.
08/08/2018	Daniel Weisz	Discussion with A. Dhanani re Tarion meeting being held today at the site.
08/09/2018	Arif Dhanani	Review various emails from L. Holloway and respond to same; review email from M. Snedden and respond to same; review email from S. Atkinson and provide update reporting on deficiency issues.
08/09/2018	Daniel Weisz	Review and sign cheques.
08/09/2018	Cindy Baeta	Prepare disbursement cheques.
08/10/2018	Donna Nishimura	Deposit cheques at the bank.
08/13/2018	Arif Dhanani	Preparing for and meeting with Pronto regarding Tarion's July 25, 2018 Warranty Assessment Report, making notes of the meeting and discussion regarding questions to be asked of Tarion regarding the assessment.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

September 24, 2018
 Invoice 44
 Page 2

Date	Professional	Description
08/13/2018	Daniel Weisz	Discussion with A. Dhanani on results of Tarion meeting.
08/14/2018	Arif Dhanani	Call with L. Holloway re request from Board to turn over building keys, review of email from property manager in this regard and respond to same.
08/15/2018	Arif Dhanani	Reviewing various emails and other correspondence to draft letter to Tarion in relation to its July 25, 2018 Warranty Assessment Report, send letter to D. Weisz and Pronto for comments, incorporate comments as appropriate, finalize and send letter to Tarion.
08/15/2018	Daniel Weisz	Review draft letter to Tarion and provide comments to A. Dhanani on same.
08/17/2018	Cindy Baeta	Post deposits to Ascend; prepare disbursement cheque; prepare bank reconciliation.
08/20/2018	Arif Dhanani	Meet with Pronto prior to meeting with 144 Park Board of Directors and Tarion; attend meeting with Tarion and 144 Park Board of Directors.
08/21/2018	Arif Dhanani	Emails from/to J. Kelley, property manager for WSCC 591; email to Tarion re confirmation to continue work; call with L. Holloway re outstanding work completion and Tarion warranty of ball valves.
08/24/2018	Arif Dhanani	Review of letter from Chaitons to counsel for AWD, amend same and send to Chaitons for release; respond to R. Salisbury re conciliation inspection dates.
08/28/2018	Arif Dhanani	Emails from/to L. Holloway re outstanding PATS matters; call to S. Jones of Morrison Hershfield to discuss 144 Park HVAC system.
08/30/2018	Cindy Baeta	Prepare disbursement cheque.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

September 24, 2018
 Invoice 44
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.50	\$ 525	\$ 787.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	15.70	\$ 395	6,201.50
Cindy Baeta/Donna Nishimura	Estate Administrator	1.10	\$ 110	121.00
Total hours and professional fees		18.30		\$ 7,110.00
HST @ 13%				924.30
Total payable				\$ 8,034.30

* The rate change is effective as of the first day of this invoice.

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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 RSM CANADA LIMITED



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RSM CANADA LIMITED
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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date October 5, 2018

Client File 300027
Invoice 45
No. 5483945

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period September 1 to September 30, 2018.

Date	Professional	Description
09/04/2018	Arif Dhanani	Emails to/from Camrose Property Management and Pronto General Contracting ("Pronto") regarding Savaria invoice and payment of same.
09/07/2018	Arif Dhanani	Review of Tarion Warranty Corporation ("Tarion") warranty assessment report on suite door for Unit 1704, patio door for Unit 1106 and hallway lighting; call with R. Salisbury of Tarion and update email to Pronto.
09/10/2018	Arif Dhanani	Complete and file HST returns for June, July and August 2018; commence updating bi-monthly reporting to MarshallZehr Group ("MZ").
09/11/2018	Arif Dhanani	Call with L. Holloway of Pronto re FCFP letter; draft reporting to MZ, including review of July 25, 2018 Tarion warranty assessment reports and materials attached thereto; complete Trustee's R&D to August 31, 2018.
09/13/2018	Arif Dhanani	Email exchange with S. Jones of Morrison Hershfield; amend report to MZ for comments from D. Weisz.
09/13/2018	Daniel Weisz	Review reporting memo and discussion with A. Dhanani on same.
09/14/2018	Cindy Baeta	Prepare bank reconciliation.
09/14/2018	Arif Dhanani	Finalize July and August 2018 report and send to MZ.
09/14/2018	Daniel Weisz	Review updated report and discussion with A. Dhanani on same.
09/18/2018	Arif Dhanani	Sign off on fee proposal from Morrison Hershfield and send same to S. Jones thereat.
09/23/2018	Arif Dhanani	Attend to administrative matters.
09/24/2018	Arif Dhanani	Review Notices of Assessment for June, July and August 2018; contact RSM tax department for assistance with electronically filing corporate tax return for

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

October 5, 2018
 Invoice 45
 Page 2

Date	Professional	Description
		the year ended December 31, 2017, emails to and from A. Sellakumar in this regard.
09/26/2018	Arif Dhanani	Call with R. Salisbury regarding October 1, 2018 meeting; email to Tarion and Board requiring rescheduling of meeting to October 9, 2018; call with G. Abbiento of Pronto re Claim Inspection Report issued by Tarion and reasonability of costs allocated to heat pump issues.
09/28/2018	Cindy Baeta	Prepare disbursement cheque.
09/28/2018	Arif Dhanani	Correspond with FCFP regarding letter; emails to/from L. Holloway re Claim Inspection report.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 5, 2018
 Invoice 45
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.30	\$ 525	\$ 682.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	9.50	\$ 395	3,752.50
Cindy Baeta	Estate Administrator	0.20	\$ 110	22.00
Total hours and professional fees		11.00		\$ 4,457.00
Disbursements				
Travel			\$ 75.76	
Meals			79.76	
Total disbursements				155.52
Total professional fees and disbursements				\$ 4,612.52
HST @ 13%				599.63
Total payable				\$ 5,212.15

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date November 6, 2018

Client File 300027
Invoice 46
No. 5515332

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period October 1 to October 31, 2018.

Date	Professional	Description
10/02/2018	Arif Dhanani	Call with L. Holloway of Pronto General Contracting ("Pronto") re FCFP and ball valve audit conducted by condominium corporation; email to AJ Mueller requesting copy of quote for heat pump installation in Unit 1803; email to Tarion Warranty Corporation ("Tarion") to follow up on response to Trustee's August 2018 letter, address heat pump flow cost allocation by condominium corporation and fair market value for installation of heat pumps.
10/04/2018	Arif Dhanani	Review email from Tarion in response to Trustee's August 2018 letter; call with L. Holloway re FCFP letter; call with R. Salisbury of Tarion.
10/09/2018	Arif Dhanani	Attend at 144 Park for meeting with Tarion, Pronto and Board.
10/09/2018	Adrian Sellakumar	Preparation and filing of 2017 corporate tax return.
10/10/2018	Arif Dhanani	Review of purchase order for Unit 1903 heat pump and send email to Tarion in this regard; scan invoices and updated allocation schedule provided by WSCC 591 and send to L. Holloway with instructions; review of email from S. Tindale of Hughes Amys LLP re March 2015 valve failure incident and respond thereto; review HST refund cheque and notices of assessment for June, July and August 2018 and assemble paperwork for deposit.
10/11/2018	Arif Dhanani	Meet with L. Holloway to obtain copy of specifications book for 144 Park; emails to/from S. Tindale; make amendments to affidavit of documents and send same to S. Tindale; review of property tax arrears notice from City of Waterloo, write to City of Waterloo regarding same.
10/11/2018	Daniel Weisz	Review draft affidavit of documents and discussion with A. Dhanani on same.
10/12/2018	Cindy Baeta	Post deposit to Ascend; prepare disbursement cheque.
10/19/2018	Cindy Baeta	Prepare disbursement cheque.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

November 6, 2018
Invoice 46
Page 2

Date	Professional	Description
10/22/2018	Arif Dhanani	Review of HVAC flushing scope document and forward same to L. Holloway for discussion with Keith's Plumbing & Heating Inc.
10/26/2018	Cindy Baeta	Filing.
10/29/2018	Arif Dhanani	Review of email from AJ Mueller re elevator pit and email to Tarion to confirm warranty coverage, review email from Tarion confirming no warranty coverage of item; review of account statement from McIntosh Perry and email to I. El-Hajj regarding sending copy of invoice by email.
10/30/2018	Arif Dhanani	Facilitate payment of invoice from McIntosh Perry; review of email from L. Holloway re heat pump invoices and costs therefor, call with L. Holloway re same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 6, 2018
 Invoice 46
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.70	\$ 525	\$ 367.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	9.80	\$ 395	3,871.00
Adrian Sellakumar, CPA, CA	Tax Manager	0.50	\$ 450	225.00
Cindy Baeta	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		11.40		\$ 4,507.50
HST @ 13%				585.98
Total payable				\$ 5,093.48

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch
 No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 21, 2019

Client File 300027

Invoice 47

No. 5562623

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period November 1 to November 30, 2018.

Date	Professional	Description
11/02/2018	Arif Dhanani	Review of quotation from Keith's Plumbing & Heating Inc. for flushing and balancing of HVAC system, emails to/from L. Holloway of Pronto General Contracting ("Pronto") in this regard; emails to/from S. Jones at Morrison Hershfield regarding flushing HVAC system and scope document.
11/05/2018	Arif Dhanani	Review of invoice from Morrison Hershfield and facilitate payment thereof.
11/07/2018	Arif Dhanani	Commence drafting bi-monthly reporting to MarshallZehr Group Inc. ("MZ").
11/08/2018	Arif Dhanani	Continue drafting September and October 2018 reporting for MZ; call with L. Holloway regarding HVAC flush, AWD parts listing and fire panel; call with R. Salisbury of Tarion to provide update.
11/09/2018	Arif Dhanani	Finalize draft of September and October 2018 reporting and send to D. Weisz for comments; incorporate comments from D. Weisz, as appropriate, and send reporting to MZ.
11/09/2018	Adrian Sellakumar	Provide instructions to B. Syonov in relation to amending incorporation date for 144 Park Ltd.
11/09/2018	Batya Syonov	Discussion with A. Sellakumar in regards to 144 Park - incorporation date change; set up a folder on the network; confirmed with IT to move the folder to the corresponding location.
11/09/2018	Daniel Weisz	Review October report and discussion with A. Dhanani on same.
11/12/2018	Batya Syonov	ON Annual return correction request - contact Ontario Ministry of Gov.; email A. Dhanani with the signature forms.
11/13/2018	Arif Dhanani	Review of Annual Return Correction Request for 2017 year and email to tax department with questions regarding same; review of email from L. Holloway

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 21, 2019
 Invoice 47
 Page 2

Date	Professional	Description
		re AWD parts required and email to L. Holloway requesting call for discussion on same, call with L. Holloway.
11/13/2018	Batya Syonov	Confirmation in regard to 144 Park request from A. Sellakumar - make the necessary changes to the ON annual correction return.
11/14/2018	Arif Dhanani	Call with S. Rappos of Chaitons regarding remaining parts required from AWD and providing context and explaining what is required.
11/14/2018	Batya Syonov	Mailed out forms for A. Dhanani; sent confirmation to A. Dhanani that it has been mailed out; memo to file for 2018 for 144 Park.
11/21/2018	Arif Dhanani	Call with Pronto regarding lack of progress on fire alarm panel reprogramming and HVAC flush; review of letter from Harris Sheaffer re shared units with 155 Caroline and forward same to S. Rappos with summary.
11/22/2018	Arif Dhanani	Emails to/from S. Rappos re funds held by Chaitons, Vesting Order and request to call M. Karoly at Harris Sheaffer to discuss mechanics; call with L. Holloway re Mircom.
11/23/2018	Arif Dhanani	Email exchange with S. Rappos.
11/26/2018	Arif Dhanani	Call with R. Salisbury of Tarion regarding claim inspection report, forward same to Pronto with request to review report and provide any feedback, comments, questions, etc.
11/27/2018	Arif Dhanani	Call with L. Holloway re Tarion claim inspection and various observations made by Pronto; subsequent call with L. Holloway re follow up on observations from review of Tarion claim inspection.
11/28/2018	Arif Dhanani	Review comments on Tarion claim inspection work schedule from L. Holloway, review Tarion warranty assessment reports on specific items, commence drafting email to Tarion with questions.
11/30/2018	Anne Baptiste	Post deposits to Ascend.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

January 21, 2019
 Invoice 47
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	1.40	\$ 525	\$ 735.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	12.20	\$ 395	4,819.00
Adrian Sellakumar, CPA, CA	Tax Manager	0.20	\$ 450	90.00
Batya Syonov	Tax Associate	2.10	\$ 290	609.00
Anne Baptiste	Estate Administrator	0.20	\$ 110	22.00
Total hours and professional fees		16.10		\$ 6,275.00
HST @ 13%				815.75
Total payable				\$ 7,090.75

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____

Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED



GST/HST: 80784 1440 RT 0001

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 Toronto, ON M5H 4C7

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www.rsmcanada.com

To 144 Park Ltd.
 c/o RSM Canada Limited
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

Date January 25, 2019

Client File 300027

Invoice 48

No. 5567176

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period December 1 to December 31, 2018.

Date	Professional	Description
12/04/2018	Arif Dhanani	Email exchange with L. Holloway of Pronto General Contracting ("Pronto") re HVAC system flush, window replacement and FCFP fire panel letter.
12/05/2018	Arif Dhanani	Call with L. Holloway regarding rectification of various items on repair agreement and HVAC flush; email to Chaitons LLP re AWD; call with L. Holloway re HVAC flushing and other repair agreement items.
12/07/2018	Arif Dhanani	Email to R. Salisbury with questions regarding door replacement.
12/10/2018	Anne Baptiste	Prepare bank reconciliation; post deposits to Ascend.
12/18/2018	Arif Dhanani	Responding to email from AJ Mueller re AWD; email to S. Rappos of Chaitons to follow up with AWD counsel on quote for windows.
12/28/2018	Arif Dhanani	Complete and file November 2018 HST return.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

January 25, 2019
 Invoice 48
 Page 2

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	2.00	\$ 395	\$ 790.00
Anne Baptiste	Estate Administrator	0.30	\$ 110	33.00
Total hours and professional fees		<u>2.30</u>		\$ 823.00
HST @ 13%				106.99
Total payable				\$ 929.99

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 6, 2019

Client File 300027
Invoice 49
No. 5576892

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period January 1 to January 31, 2019.

Date	Professional	Description
01/04/2019	Anne Baptiste	Post deposits to Ascend.
01/14/2019	Anne Baptiste	Prepare bank reconciliation.
01/14/2019	Arif Dhanani	Corresponding with MarshallZehr Group Inc. ("MZ") regarding update call scheduled for January 18, 2019; call with L. Holloway of Pronto General Contracting regarding glycol flush.
01/15/2019	Arif Dhanani	Emails to/from AJ Mueller re heat pump lockouts; emails to/from Chaitons LLP re follow up with AWD; update Trustee's statement of receipts and disbursements to December 31, 2018; call with B. Argue of Westmount Guarantee re update to charges against Tarion Bond; drafting update reporting for MZ on 144 Park.
01/16/2019	Daniel Weisz	Review reporting memo and discussion with A. Dhanani on same.
01/16/2019	Arif Dhanani	Review comments from D. Weisz on 144 Park reporting and incorporate same as appropriate; call with B. Argue to confirm details of his email.
01/17/2019	Arif Dhanani	Finalize 144 Park reporting, meet with B. Tannenbaum on same and send reporting to MZ.
01/17/2019	Bryan Tannenbaum	Review the MZ draft report for the period from January 22, 2015 to December 31, 2018; discuss same with A. Dhanani to prepare for Friday's call with MZ representatives.
01/18/2019	Anne Baptiste	Prepare disbursement cheques; post deposits to Ascend.
01/18/2019	Arif Dhanani	Discussion with B. Tannenbaum; conference call with M. Snedden and S. Atkinson of MZ and B. Tannenbaum; email to L. Holloway re FCFP; email letter from FCFP to Board and Tarion.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

February 6, 2019
 Invoice 49
 Page 2

Date	Professional	Description
01/18/2019	Bryan Tannenbaum	Conference call with M. Snedden, S. Atkinson and A. Dhanani to review our report and discuss go forward plans, etc.
01/21/2019	Arif Dhanani	Review of application materials filed by WSCC 591 with License Appeal Tribunal and call with Tarion in this regard; forward materials to Chaitons and MZ; call with S. Hayman, Tarion Appeals Coordinator.
01/23/2019	Arif Dhanani	Call with S. Jones of Morrison Hershfield re necessity for HVAC flushing.
01/24/2019	Anne Baptiste	Prepare disbursement cheque.
01/24/2019	Arif Dhanani	Call with S. Rappos of Chaitons re WSCC 591 appeal of Tarion decision on substituted materials; subsequent call with S. Rappos and S. Hayman.
01/25/2019	Arif Dhanani	Complete HST return for December 2018; discussion with B. Tannenbaum re WSCC 591 appeal for Tarion denial of claim for substituted materials.
01/30/2019	Arif Dhanani	Review of email from S. Jones and call with same re HVAC system; complete analysis of HVAC heat pump lockouts from July 2017 to August 2018 and send same to S. Jones.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

February 6, 2019
 Invoice 49
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	1.00	\$ 550	\$ 550.00
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.80	\$ 525	420.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	13.60	\$ 395	5,372.00
Anne Baptiste	Estate Administrator	0.60	\$ 110	66.00
Total hours and professional fees		16.00		\$ 6,408.00
HST @ 13%				833.04
Total payable				\$ 7,241.04

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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www.rsmcanada.com

To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date March 12, 2019

Client File 300027
Invoice 50
No. 5604515

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period February 1 to February 28, 2019.

Date	Professional	Description
02/01/2019	Anne Baptiste	Prepare disbursement cheques; prepare bank reconciliation for December 2018.
02/08/2019	Anne Baptiste	Prepare disbursement cheques; post deposits to Ascend.
02/08/2019	Donna Nishimura	Deposit cheque at the bank.
02/13/2019	Arif Dhanani	Review of email from Tarion re appointment of representative in relation to WSCC 591 LAT appeal and email to S. Rappos of Chaitons LLP re communicating with Tarion's representative.
02/19/2019	Arif Dhanani	Follow up email to S. Jones at Morrison Hershfield re HVAC procedures; follow up email to S. Rappos re: (i) WSCC 591 LAT appeal and contact with Tarion counsel; and (ii) contact with AWD counsel; review of email from S. Rappos re summary of discussion with Tarion legal counsel and respond to email.
02/21/2019	Anne Baptiste	Prepare disbursement cheques; continue preparing bank reconciliation for December 2018.
02/21/2019	Arif Dhanani	Review emails from S. Jones; send email to WSCC 591 re boosting sodium nitrate levels in HVAC system and request for confirmation of frequency of chemical treatment and filtration monitoring.
02/22/2019	Arif Dhanani	Call with C. Mady re WSCC 591 LAT Appeal and send to C. Mady for comments a copy of WSCC 591's materials submitted to LAT.
02/25/2019	Arif Dhanani	Call with L. Holloway of Pronto General Contracting ("Pronto") re WSCC 591 LAT appeal, HVAC system flush/balancing and elevator issue; review of spreadsheet from AJ Mueller re heat pump and other HVAC related charges, including invoices thereto, draft revised spreadsheet of charges with detailed explanations on agreement/disagreement with charges and send draft to Pronto for comments and input.

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

March 12, 2019
Invoice 50
Page 2

Date	Professional	Description
02/26/2019	Arif Dhanani	Finalize updated spreadsheet on HVAC invoices to be reimbursed to WSCC 591 and send same to WSCC 591 and Tarion; follow up email to J. Kelley re HVAC chemical treatment and filtration monitoring frequency, review response from Neelands, send same to S. Jones; email to J. Kelley re elevator issues, review response; call with I. Marsilli of Northbridge Insurance re March 2015 flooding incident and status of recovery litigation, including settlement offer to be sent to defendants.
02/27/2019	Arif Dhanani	Exchange of correspondence re WSCC 591 LAT appeal; review emails from S. Jones re HVAC system and respond thereto.
02/28/2019	Anne Baptiste	Filing.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

March 12, 2019
 Invoice 50
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	8.40	\$ 395	\$ 3,318.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.00	\$ 110	110.00
Total hours and professional fees		9.40		\$ 3,428.00
HST @ 13%				445.64
Total payable				\$ 3,873.64

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"

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 RSM CANADA LIMITED



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To 144 Park Ltd.
c/o RSM Canada Limited
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date April 10, 2019

Client File 300027
Invoice 51
No. 5636718

For professional services rendered with respect to the appointment of RSM Canada Limited¹ as Trustee under the *Construction Lien Act* of the project known as 144 Park for the period March 1 to March 31, 2019.

Date	Professional	Description
03/01/2019	Arif Dhanani	Complete and file HST return for January 2019; review of bill from Morrison Hershfield ("MH") and email to S. Jones of MH re same.
03/04/2019	Arif Dhanani	Call with S. Rappos of Chaitons LLP re case conference with Tarion legal counsel and Board of Directors; review email from S. Rappos and forward same to B. Tannenbaum and MarshallZehr Group Inc. ("MZ"); call with L. Holloway of Pronto General Contracting ("Pronto") re Condominium Corporation's claim for substituted materials and on HVAC procedure; email from MZ and respond thereto.
03/08/2019	Arif Dhanani	Attend to file administration.
03/13/2019	Arif Dhanani	Review of MH's updated report on HVAC procedure and balancing and email to S. Jones in this regard; forward updated MH report to Pronto; review of further updated report from MH; call with MH re invoice; call with Pronto to discuss MH report and request to call Pro-Air Testing ("Pro-Air") re balancing of system; update discussion with B. Tannenbaum re HVAC system and WSCC 591 LAT appeal.
03/15/2019	Arif Dhanani	Call with S. Rappos re his call with Tarion counsel and counsel to WSCC 591 and RSM's call with MZ.
03/18/2019	Arif Dhanani	Review report from MH re HVAC balancing and send same to WSCC 591 and Tarion with request to confirm dates of March 25 and 26, 2019 for balancing work; email to Pro-Air to schedule balancing work at 144 Park on March 25 and 26, 2019.
03/19/2019	Arif Dhanani	Email to MH with question from 144 Park Board of Directors re HVAC system; review email from MZ; email to Pro-Air to confirm dates for balancing and to ask certain questions related to balancing procedure; call with Pro-Air; call with

¹ Pursuant to a Substitution Order dated December 5, 2017, the Trustee's name was changed from Collins Barrow Toronto Limited to RSM Canada Limited effective December 1, 2017.

April 10, 2019
 Invoice 51
 Page 2

Date	Professional	Description
		L. Holloway to coordinate attendance by Keith's Plumbing & Heating; email to AJ Mueller re invoice copies not provided to lien trustee and request for same; update Heat Pump invoice listing for invoices provided; emails to WSCC 591 Board in response to email from same re HVAC balancing.
03/20/2019	Arif Dhanani	Review of additional invoices submitted by WSCC 591 in relation to heat pump lockouts and update spreadsheet for same, call with L. Holloway in this regard.
03/22/2019	Arif Dhanani	Call with R. Salisbury of Tarion to provide him with update on items subject to repair agreement and LAT appeal.
03/22/2019	Anne Baptiste	Post deposits to Ascend; prepare disbursement cheques.
03/27/2019	Arif Dhanani	Call with R. Salisbury; filing various emails; email exchange with L. Holloway re heat pump lockout invoices.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

April 10, 2019
 Invoice 51
 Page 3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	10.70	\$ 395	\$ 4,226.50
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		11.10		\$ 4,270.50
HST @ 13%				555.17
Total payable				\$ 4,825.67

PAYMENT BY VISA / MC ACCEPTED

Card Number _____ Expiry Date _____
 Name on Card _____ Amount _____

WIRE PAYMENT DETAILS

For CA\$ Payments: For credit to the account of RSM Canada Limited, Account No. 90-21116, Canadian Imperial Bank of Commerce Branch No. 00002, Commerce Court Banking Centre, Toronto, ON M5L 1G9

ONLINE/TELEPHONE BANKING available at major financial institutions under the account "RSM Canada Limited"


Terms: Payment upon receipt. Interest will be charged at the rate of 12% per annum (1% per month) on overdue accounts.
 RSM CANADA LIMITED

EXHIBIT "B"

**Calculation of Average Hourly Billing Rates of
RSM Canada Limited
for the period January 1, 2018 to March 31, 2019**

Invoice No.	Billing Period	Total Fees	Disbursements	HST	Hours	Average Hourly Rate	Total
37	January 1, 2018 to January 31, 2018	\$ 19,887.50	\$ 12.39	\$ 2,586.99	53.10	\$ 374.53	\$ 22,486.88
38	February 1, 2018 to February 28, 2018	8,409.50	209.83	1,120.51	23.10	364.05	9,739.84
39	March 1, 2018 to March 31, 2018	11,107.00	105.13	1,457.58	29.50	376.51	12,669.71
40	April 1, 2018 to April 30, 2018	5,151.00	38.35	674.62	14.40	357.71	5,863.97
41	May 1, 2018 to May 31, 2018	4,739.00	-	616.07	13.10	361.76	5,355.07
42	June 1, 2018 to June 30, 2018	1,892.50	74.68	255.73	5.40	350.46	2,222.91
43	July 1, 2018 to July 31, 2018	1,993.50	-	259.16	5.50	362.45	2,252.66
44	August 1, 2018 to August 31, 2018	7,110.00	-	924.30	18.30	388.52	8,034.30
45	September 1, 2018 to September 30, 2018	4,457.00	155.52	599.63	11.00	405.18	5,212.15
46	October 1, 2018 to October 31, 2018	4,507.50	-	585.98	11.40	395.39	5,093.48
47	November 1, 2018 to November 30, 2018	6,275.00	-	815.75	16.10	389.75	7,090.75
48	December 1, 2018 to December 31, 2018	823.00	-	106.99	2.30	357.83	929.99
49	January 1, 2019 to January 31, 2019	6,408.00	-	833.04	16.00	400.50	7,241.04
50	February 1, 2019 to February 28, 2019	3,428.00	-	445.64	9.40	364.68	3,873.64
51	March 1, 2019 to March 31, 2019	4,270.50	-	555.17	11.10	384.73	4,825.67
Total		\$ 90,459.00	\$ 595.90	\$ 11,837.14	239.70	\$ 377.38	\$ 102,892.04

This is Exhibit "B" to the Affidavit of
Arif N. Dhanani, sworn on April 29, 2019


 A Commissioner for the Province of Ontario, for RSM Canada LLP
 and RSM Canada Limited.
 Expires January 5, 2021

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

-and-

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

Court File No. CV-15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF ARIF N. DHANANI

CHAITONS LLP

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

Harvey Chaiton (LSUC #21592F)

Tel: 416-218-1129

Fax: 416-218-1849

E-mail: harvey@chaitons.com

Sam Rappos (LSUC #51399S)

Tel: 416-218-1137

Fax: 416-218-1837

Email: samr@chaitons.com

Lawyers for the Trustee, RSM Canada Limited

TAB V

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**

**AFFIDAVIT OF SAM RAPPOS
(sworn May 2, 2019)**

**I, SAM RAPPOS, of the City of Markham, in the Province of Ontario MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a partner with the law firm of Chaitons LLP (“Chaitons”), lawyers for RSM Canada Limited in its capacity as Court-appointed *Construction Lien Act* (Ontario) trustee in this proceeding (the “Trustee”), and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto as the following exhibits are copies of the following accounts issued by Chaitons to the Trustee totalling \$10,119.84 (comprised of fees of \$8,545.50, disbursements of \$436.66 and HST of \$1,137.68) with respect to this proceeding:

Exhibit “A” - Account for the period up to and including March 31, 2018;

Exhibit “B” - Account for the period up to and including October 31, 2018; and

Exhibit “C” - Account for the period up to and including March 31, 2019;

3. I confirm that the accounts described above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from February 2, 2018 to March 31, 2019.

4. Attached hereto as **Exhibit “D”** is a summary of additional information with respect to Chaitons’ accounts, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

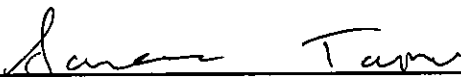
SWORN before me at the City)
of Toronto, this 30th)
day of May 2, 2019)
)

SAM RAPPOS

A Commissioner For Taking Affidavits, etc.

Saneea Tanvir,
a Commissioner, etc., Province of Ontario,
while a Student-at-Law.
Expires July 26, 2021.

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF SAM RAPPOS
SWORN BEFORE ME THIS 2TH
DAY OF MAY, 2019**



A Commissioner Etc.

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
 www.chaitons.com



INVOICE NUMBER: 266418

April 18, 2018

RSM CANADA LIMITED
 11 KING STREET WEST, SUITE 700
 TORONTO, ON M5H 4C7

Re: 144 PARK LTD.
 Our file: 006998-56868

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2018:

PROFESSIONAL FEES		
SUBJECT TO HST	\$2,079.00	
SUB-TOTAL		\$2,079.00
DISBURSEMENTS		
NON TAXABLE	\$230.85	
SUBJECT TO HST	\$196.15	
SUB-TOTAL		\$427.00
HST at 13.00%		\$295.77
GRAND TOTAL		\$2,801.77

Amount payable on the current invoice	\$2,801.77
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$2,801.77</u>
Trust Balance	\$155,000.00

GST No R124110933

INVOICE NUMBER: 266418

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**PROFESSIONAL FEES:**

Feb 5, 18 Reviewed and commented on draft report; reviewed and drafted correspondence;

Feb 6, 18 Reviewed and drafted correspondence; reviewed draft fee affidavit;

Feb 7, 18 Drafted notice of motion and prepared motion record for service;

Feb 9, 18 Drafted orders; reviewed and drafted correspondence;

Feb 14, 18 Prepared for and attended on motion; attended to having order issued and entered; reviewed and drafted correspondence;

To all matters of a general nature not more particularly referred to herein;

TOTAL PROFESSIONAL FEES	\$2,079.00
HST at 13.00%	270.27

DISBURSEMENTS:**Subject to HST:**

Kap Litigation Services Taxable	\$60.00	
Teraview Charges Taxable	\$134.35	
Photocopying Charges Taxable	\$1.80	
		\$196.15

Non-Taxable:

File Motion Record(s) Non-taxable	\$160.00	
Teraview Charges Non-taxable	\$70.85	
		\$230.85

TOTAL DISBURSEMENTS	\$427.00
HST at 13.00%	25.50

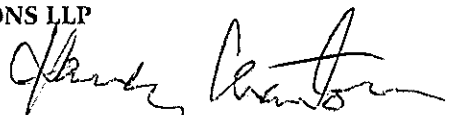


GRAND TOTAL

\$2,801.77

CHAITONS LLP

per:


Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$495.00	4.20	\$2,079.00
Total:		4.20	\$2,079.00

GST No R124110933

INVOICE NUMBER: 266418

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF SAM RAPPOS
SWORN BEFORE ME THIS 2TH
DAY OF MAY, 2019**



A Commissioner Etc.

5000 YONGE STREET, 10TH FLOOR, TORONTO, CANADA M2N 7E9
www.chaitons.com



INVOICE NUMBER: 268932

October 31, 2018

RSM CANADA LIMITED
11 KING STREET WEST, SUITE 700
TORONTO, ON M5H 4C7

Re: 144 PARK LTD.
Our file: 006998-56868

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including October 31, 2018:

PROFESSIONAL FEES		
SUBJECT TO HST	\$2,821.50	
SUB-TOTAL		\$2,821.50
HST at 13.00%		\$366.80
GRAND TOTAL		\$3,188.30

Amount payable on the current invoice	\$3,188.30
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$3,188.30</u>
Trust Balance	\$155,000.00

GST No R124110933

INVOICE NUMBER: 268932

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4333791v1

**PROFESSIONAL FEES:**

Apr 11, 18 Reviewed and drafted correspondence regarding condo corp;
 Apr 17, 18 Attended call with Arif Dhanani to discuss condo corp matters;
 Apr 18, 18 Drafted responding letter to lawyer to condo corp;
 Apr 19, 18 Reviewed correspondence and finalized letter to lawyer for condo corp;
 May 28, 18 Reviewed correspondence;
 Aug 10, 18 Reviewed letter from counsel to condo corp; drafted reply letter;
 reviewed and drafted correspondence regarding same;
 Aug 14, 18 Reviewed and drafted correspondence;
 Aug 23, 18 Discussed matters with client regarding AWD;
 Aug 24, 18 Drafted letter to AWD and reviewed comments from client on same;
 finalized letter;
 Sep 25, 18 Drafted correspondence;
 Oct 2, 18 Reviewed and drafted correspondence; reviewed documents;
 Oct 4, 18 Reviewed and drafted correspondence;
 Oct 22, 18 Reviewed and drafted correspondence;
 To all matters of a general nature not more particularly referred to
 herein;

TOTAL PROFESSIONAL FEES**\$2,821.50**

HST at 13.00%

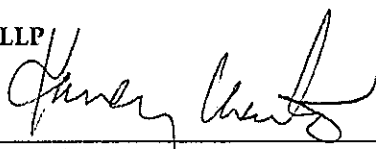
366.80

GRAND TOTAL**\$3,188.30**



CHAITONS LLP

per:



Harvey Chaiton

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$495.00	5.70	\$2,821.50
Total:		5.70	\$2,821.50

GST No R124110933

INVOICE NUMBER: 268932

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4333791v1

**THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF SAM RAPPOS
SWORN BEFORE ME THIS 2TH
DAY OF MAY, 2019**



A Commissioner Etc.



INVOICE NUMBER: 270770

March 31, 2019

RSM CANADA LIMITED
 11 KING STREET WEST, SUITE 700
 TORONTO, ON M5H 4C7

Re: **144 PARK LTD.**
Our file: 006998-56868

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2019:

PROFESSIONAL FEES		
SUBJECT TO HST	\$3,645.00	
SUB-TOTAL		\$3,645.00
 DISBURSEMENTS		
SUBJECT TO HST	\$9.66	
SUB-TOTAL		\$9.66
HST at 13.00%		\$475.11
 GRAND TOTAL		\$4,129.77

Amount payable on the current invoice	\$4,129.77
Plus outstanding invoices on this matter	\$0.00
Amount Due	<u>\$4,129.77</u>
Trust Balance	

GST No R124110933

INVOICE NUMBER: 270770

E. & O.É. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

PROFESSIONAL FEES:

Nov 14, 18	SPR	Discussed AWD matter with client and drafted correspondence to AWD's counsel;
Nov 22, 18	SPR	Reviewed and drafted correspondence regarding AWD matter;
Dec 5, 18	SPR	Reviewed and drafted correspondence;
Dec 18, 18	SPR	Reviewed and drafted correspondence;
Jan 15, 19	SPR	Reviewed and drafted correspondence regarding AWD;
Jan 21, 19	SPR	Reviewed and drafted correspondence;
Jan 23, 19	SPR	Reviewed Tarion matters and drafted correspondence to client;
Jan 24, 19	SPR	Discuss Tarion and condo corp matters with Arif Dhanani;
Feb 5, 19	SPR	Discussed matters with client;
Feb 14, 19	SPR	Reviewed and drafted correspondence regarding Tarion claim;
Feb 19, 19	SPR	Reviewed and drafted correspondence; reviewed condo. corp.'s appeal of Tarion dismissal and discussed same with counsel to Tarion;
Feb 27, 19	SPR	Reviewed and drafted correspondence regarding Tarion matters;
Mar 4, 19	SPR	Reviewed file documents; attended conference call regarding appeal by Condo. Corp. of Tarion decision to License Appeals Tribunal; reviewed and drafted correspondence;
Mar 7, 19	SPR	Reviewed and drafted correspondence;
Mar 11, 19	SPR	Drafted correspondence to counsel to AWD regarding outstanding issues and left him a voicemail;
Mar 12, 19	SPR	Attended call with counsel to discuss Tarion matters;
Mar 15, 19	SPR	Discussed matters with Arif Dhanani;
Mar 19, 19	SPR	Reviewed and drafted correspondence;

TOTAL PROFESSIONAL FEES
HST at 13.00%

\$3,645.00
473.85

GST No R124110933

INVOICE NUMBER: 270770

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

DISBURSEMENTS:

Subject to HST:

Courier and Taxi Charges Taxable

\$9.66

\$9.66

TOTAL DISBURSEMENTS

HST at 13.00%

\$9.66

1.26

GRAND TOTAL

\$4,129.77

CHAITONS LLP

per:



LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
SAM RAPPOS	\$525.00	6.00	\$3,150.00
SAM RAPPOS	\$495.00	1.00	\$495.00
Total:		7.00	\$3,645.00


GST No R124110983

INVOICE NUMBER: 270770

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 0.5% per annum commencing one month after delivery of this account.

Doc#4443054v1

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF SAM RAPPOS
SWORN BEFORE ME THIS 2TH
DAY OF MAY, 2019**



A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Sam Rappos	2005	10.90	\$495	\$5,395.50
Sam Rappos	2005	6.00	\$525	\$3,150.00
Total Hours and Amounts Billed		16.90		\$8,545.50
Average Hourly Rate			\$505.65	
Total Costs				\$436.66
Total Taxes (HST)				\$1,137.68
TOTAL				\$10,119.84

TAB W

Court File No. CY -15-10843-00CL

**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

AFFIDAVIT OF ARI M. KATZ


I, ARI MATTHEW KATZ of the City of Toronto, in the Province of Ontario **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a Partner with the law firm of HARRIS, SHEAFFER LLP ("**HS LLP**"), which has been engaged as independent counsel to Collins Barrow Toronto Limited, ("**Collins Barrow**"), in its capacity as Trustee, over all of the assets, undertaking and properties of 144 Park Ltd. ("**144 Park**") in this proceeding and as such have knowledge of the matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.
2. On December 5, 2017, the Court granted an order substituting RSM Canada Limited ("**RSM**") in place of the name Collins Barrow Toronto Limited (the "**Omnibus Order**"). A copy of the Omnibus Order is attached as Appendix "A" to the Twenty First Report of the Trustee.
3. Attached hereto as Exhibit "A" is a true copy of an account issued by HS LLP to Collins Barrow, in its capacity as Trustee in this proceeding, which includes detailed descriptions for the work performed for the period from September 29, 2016 to and including March 27, 2017. The total fees charged by HS LLP to Collins Barrow during

this period were \$4,515.50 plus HST of \$587.02 plus disbursements of \$103.10 plus HST of \$5.17 for a total invoice of \$5,210.79. Additionally, enclosed with aforesaid account is a summary of additional information with respect to the aforesaid account indicating all members of HS LLP who worked on this matter during the period described above, total time charges and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

4. Attached hereto as Exhibit "B" is a true copy of an account issued by HS LLP to RSM, in its capacity as Trustee in this proceeding, which includes detailed descriptions for the work performed for the period from July 3, 2017 to and including December 7, 2017. The total fees charged by HS LLP to RSM during this period were \$4,777.00 plus HST of \$621.01 plus disbursements of \$63.46 plus HST of \$8.25 for a total invoice of \$5,469.72. Additionally, enclosed with aforesaid account is a summary of additional information with respect to the aforesaid account indicating all members of HS LLP who worked on this matter during the period described above, total time charges and hourly rates, and I hereby confirm that this list represents an accurate account of such information.

5. I confirm that the account described above accurately reflect the services provided by HS LLP in this matter and the fees and disbursements claimed by it during the period described above.

SWORN before me at the City of)
Toronto, in the Province of Ontario, this)
1st day of May, 2019.)
)
)

_____)
A commissioner for taking affidavits)
)
)


_____)
ARI MATTHEW KATZ

IN ACCOUNT WITH

HARRIS, SHEAFFER L.L.F.

BARRISTERS & SOLICITORS

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

Collins Barrow Toronto Limited
 as Lien Trustee for 144 Park Ltd.
 700-11 King Street West, Box 27
 Toronto, Ontario M5H 4C7

Date: May 24, 2017
 Matter No.: 150540
 Invoice No.: 118204
 HST No.: 132943069

**RE: 144 Park – Waterloo Standard Condominium Plan No. 591
 144 Park Ltd.
 144 Park Street, Waterloo ON
 Work Completed to Date – Post Registration Matters**

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted condominium project to March 27, 2017, including all other meetings, telephone calls and correspondences necessary hereto but not specifically enumerated herein; AND TO and including the following specific matters:

DATE	DESCRIPTION
Sep-29-16	Email and voicemail from A. Dhanani; drafting amendment to Purchase Agreement; telephone call with A. Dhanani.
Oct-21-16	Telephone call with A. Dhanani re Tarion deficiency claims; telephone call with lawyer for suite 1407; email to A. Dhanani.
Nov-02-16	Preparing affidavit re invoices.
Nov-07-16	Email to and from A. Dhanani re setting of occupancy date.
Nov-10-16	Emails to and from A. Dhanani re parking ownership.
Jan-11-17	Telephone call with A. Dhanani; email to M. Baldwin.
Jan-19-17	Emails to and from A. Dhanani; preparing discharge statement.
Feb-13-17	Updating guest suite mortgage payout statement.
Feb-14-17	Email from A. Dhanani; updating discharge letter.
Feb-24-17	Email to and from A. Dhanani; email to K. Schmitz re timing for delivery of discharge funds.
Feb-28-17	Email to T. McGowan and K. Schnitz.
Mar-13-17	Telephone call with A. Dhanani; voicemail from A. Graham; email from A. Graham; email to A. Graham; email to T. McGowan re mortgage refinancing; email from K. Schmitz; updating mortgage discharge statement. Updating discharge statement; emails to and from A. Dhanani.
Mar-14-17	Email from A. Dhanani; email to K. Schmitz.
Mar-21-17	Email to and from K. Schmitz; email to and from A. Dhanani re payout statement.
Mar-22-17	Telephone call with A. Dhanani re heat pumps.
Mar-24-17	Emails to and from C. Robson; emails to and from A. Dhanani; telephone call with A. Dhanani.
Mar-27-17	Emails to and from K. Schmitz; registering discharge.

To Our Fee Herein	\$4,515.50
HST on Fees	\$587.02

DISBURSEMENTS

Courier	14.65	
Imaging	14.55	
Electronic Registration *	63.35	
Electronic Registration	10.55	
	<hr/>	
Total Disbursements	\$103.10	\$103.10
HST on Disbursements		\$5.17

Total Fees, Disbursements & HST	\$5,210.79
Balance Applied from Trust	\$149.44
Balance Due and Owing	\$5,061.35

Total HST included in this Account: \$592.19

* tax-exempt

THIS IS OUR ACCOUNT HEREIN
HARRIS, SHEAFFER LLP



Ari Katz
 E. & O.E.

**ACCOUNTS ARE DUE WHEN
 RENDERED**

Pursuant to the Solicitors' Act interest at the rate of 1.3% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this Account. Any disbursements recorded after preparation of this Account will be billed at a later date.

TRUST STATEMENT

HARRIS, SHEAFFER LLP

	<u>Disbursements</u>	<u>Receipts</u>
Trust Balance Forward		149.44
Received From: Harris Sheaffer LLP E-Reg - Registration Costs		75.27
Paid To: Teraview E-Reg - Discharge of Charge (WR1021149)	75.27	
Paid To: Harris, Sheaffer LLP Partial Payment of Invoice No. 118204	149.44	
	<hr/>	<hr/>
	\$224.71	\$224.71
Balance Remaining in Trust	\$0.00	

LAWYERS' SUMMARY:

Lawyers Involved	Year of Call	Hourly Rate	Hours Billed	Total Billed
ARI M. KATZ	2007	\$550.00	8.2	\$4,515.00
Total:			8.2	\$4,515.00

IN ACCOUNT WITH

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

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

RSM Canada Limited
as Lien Trustee for 144 Park Ltd.
700-11 King Street West, Box 27
Toronto, Ontario M5H 4C7

Date: February 6, 2018
Matter No.: 150540
Invoice No.: 121571
HST No.: 132943069

**RE: 144 Park – Waterloo Standard Condominium Plan No. 591
144 Park Ltd.
144 Park Street, Waterloo ON
Work Completed to Date – Post Registration Matters**

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted condominium project to December 7, 2017, including all other meetings, telephone calls and correspondences necessary hereto but not specifically enumerated herein; AND TO and including the following specific matters:

DATE	DESCRIPTION
Jul-03-17	Email from A. Dhanani re release.
Aug-28-17	Telephone call with A. Dhanani; reviewing past budgets.
Aug-31-17	Reviewing documentation; drafting letter.
Sep-05-17	Reviewing file; updating letter; email to A. Dhanani.
Oct-18-17	Emails to and from A. Dhanani.
Oct-25-17	Telephone call with A. Dhanani re Tarion and common elements warranty process.
Nov-02-17	Telephone call with A. Dhanani re letter to Tarion. Reviewing draft letter; providing comments in email to A. Dhanani.
Dec-07-17	Email to and from A. Dhanani; reviewing order; email to A. Dhanani re assignment.

To Our Fee Herein	\$4,777.00
HST on Fees	\$621.01

DISBURSEMENTS

Courier	7.06
Imaging	56.40

Total Disbursements	\$63.46	\$63.46
HST on Disbursements		\$8.25

Total Fees, Disbursements & HST	\$5,469.72
Balance Due and Owing	\$5,469.72

Total HST included in this Account: \$629.26
* tax-exempt

**THIS IS OUR ACCOUNT HEREIN
HARRIS, SHEAFFER LLP**



Ari Katz
E. & O.E.

**ACCOUNTS ARE DUE WHEN
RENDERED**

Pursuant to the Solicitors' Act interest at the rate of 1.3% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this Account. Any disbursements recorded after preparation of this Account will be billed at a later date.

TRUST STATEMENT

HARRIS, SHEAFFER LLP

Disbursements

Receipts

RE: 144 Park – Waterloo Standard Condominium Plan No. 591
144 Park Ltd.
144 Park Street, Waterloo ON
Work Completed to Date – Post Registration Matters

Trust Balance Forward		149.44
Paid To: Harris, Sheaffer LLP Payment of Invoice No. 118204	149.44	
	<u>\$149.44</u>	<u>\$149.44</u>
Balance Remaining in Trust	\$0.00	

LAWYERS' SUMMARY:

Lawyers Involved	Year of Call	Hourly Rate	Hours Billed	Total Billed
ARI M. KATZ	2007	\$585.00	8.16	\$4,777.00
Total:			8.16	\$4,777.00

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

Court File No. CV15-10843-00CL

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

Proceedings commenced at Toronto

MOTION RECORD
(returnable June 19, 2019)

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**Lawyers for RSM Canada Limited,
Court-appointed Trustee**