ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

and

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

THIRD REPORT OF DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS RECEIVER AND MANAGER

DATED DECEMBER 1, 2022

TABLE OF CONTENTS

INTRODUCTION	5
PURPOSE	6
TERMS OF REFERENCE	7
ACTIVITIES OF THE RECEIVER	8
BACKGROUND	9
Indebtedness to Coldpoint	.10
RCC Lease Agreement	.11
Commercial Tenants	.11
Management of Property	.11
Statement of Claim	.12
BASIC RENT OWING BY RCC	. 14
Determination of Fair Market Rent	.17
State of Premises	.21
TAXES, MAINTENANCE, INSURANCE AND UTILITIES	. 22
Option to Purchase	.24
DISBURSEMENT TO THE SECURED CREDITOR	. 25
STATEMENT OF RECEIPTS AND DISBURSEMENTS	26
PROFESSIONAL FEES AND DISBURSEMENTS	. 27
COMPLETION OF THE RECEIVERSHIP AND DISCHARGE OF THE RECEIVER	. 28
CONCLUSIONS AND RECOMMENDATIONS	28

APPENDICES

APPENDIX "A"	Appointment Order dated September 21, 2021
APPENDIX "B"	First Report of the Receiver dated April 12, 2022
APPENDIX "C"	Second Report of the Receiver dated June 8, 2022
APPENDIX "D"	Endorsement of Justice Penny dated November 18, 2022
APPENDIX "E"	Loan Agreement dated March 5, 2020

APPENDIX "F"	RCC Lease dated March 5, 2020
APPENDIX "G"	One Movement Sublease dated December 31, 2019
APPENDIX "H"	Proactive Training Sublicense dated September 17, 2020
APPENDIX "I"	Order of Justice Gibson of the Kitchener Court dated March 24, 2022
APPENDIX "J"	Interim Order of Justice Sloan of the Kitchener Court dated May 20, 2021
APPENDIX "K"	Letter dated October 30, 2021 from counsel to the Receiver
APPENDIX "L"	Letter dated November 1, 2021 from counsel to RCC
APPENDIX "M"	Architectural drawings prepared by Larkin Architect Limited
APPENDIX "N"	Email dated November 5, 2021 from counsel to RCC
APPENDIX "O"	Email dated November 11, 2021 from the Receiver
APPENDIX "P"	Letter dated November 22, 2021 from counsel to RCC
APPENDIX "Q"	Letter dated August 12, 2022 from counsel to RCC
APPENDIX "R"	Letter dated August 16, 2022 from counsel to the Receiver
APPENDIX "S"	Letter dated August 23, 2022 from counsel to RCC
APPENDIX "T"	Letter dated September 23, 2022 from counsel to the Receiver
APPENDIX "U"	Email dated October 11, 2022 from the Receiver
APPENDIX "V"	Letter dated October 14, 2022 from counsel to RCC
APPENDIX "W"	Email exchange in respect of the Option to Purchase
APPENDIX "X"	Security opinion from Paul Bannon Law dated June 30, 2022
APPENDIX "Y"	Abstract pages evidencing registration of the Real Property Security and a copy of the PPSA Electronic Enquiry Result from the Ministry with a file currency of September 14, 2021

APPENDIX "AA"

Letter dated September 28, 2022 from counsel to RCC

Receiver's Statement of Receipts and Disbursements for the period from June 9, 2022 to November 30, 2022

APPENDIX "BB"

Affidavit of Toni Vanderlaan sworn December 1, 2022

APPENDIX "CC"

Affidavit of Leanne M. Williams sworn December 1, 2022

INTRODUCTION

- 1. Pursuant to the Order of the Madame Justice Dietrich, (the "Appointment Order") of the Ontario Superior Court of Justice (Commercial List) (the "Commercial List") dated September 21, 2021, Deloitte Restructuring Inc. ("Deloitte") was appointed receiver and manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Trinity Centres Cambridge ("TCC" or the "Respondent"). A copy of the Appointment Order is attached as Appendix "A".
- 2. In accordance with section 246(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), the Receiver filed its first report dated April 12, 2022 (the "**First Report**"), a copy of which is attached (without exhibits) as **Appendix "B"**, with the Office of the Superintendent of Bankruptcy and served a copy on the service list in these proceedings. The First Report provided an update on the status of the receivership proceedings to the stakeholders.
- 3. Pursuant to the Approval and Vesting Order dated June 13, 2022 (the "Approval and Vesting Order"), the Commercial List approved the sale and vested the Respondent's property, assets and undertaking primarily consisting of the real property municipally known as 15 Wellington St. Cambridge Ontario (the "Property") in a third-party purchaser. In support of the relief sought, the Receiver filed its second report on June 8, 2022 (the "Second Report"), a copy of which is attached (without exhibits) as Appendix "C".
- 4. Since the commencement of the receivership, the Receiver has made considerable and repeated efforts to negotiate a resolution of the amounts owing by River City Christian

Reformed Church ("RCC") to TCC. These efforts have been futile and have drastically increased the costs of the estate and held up the timely conclusion of its administration.

5. Pursuant to the Endorsement of Justice Penny dated November 18, 2022, a copy of which is attached as **Appendix "D"**, the Receiver is authorized to determine the amounts owing by RCC within the receivership and complete the administration of the estate.

PURPOSE

- 6. The Receiver submits this, its third report, in support of a motion for an Order (the "Windup Order"):
 - (a) Approving the actions and activities of the Receiver as set out in the First Report, the Second Report and this Third Report of the Receiver;
 - (b) Directing RCC to pay \$177,692.50 to the Receiver in respect of outstanding rents and \$170,333.80 in respect of TMI (as defined herein and together with the outstanding rent, the "Lease Arrears");
 - (c) Authorizing and directing the Receiver to distribute \$1.3 million to Coldpoint Holdings Ltd. ("Coldpoint") in partial satisfaction of the Coldpoint Indebtedness (as defined below) which shall be applied as a permanent reduction thereof;
 - (d) Authorizing and directing the Receiver to make future distributions to Coldpoint up to the amount of the Coldpoint Indebtedness, including funds

- determined by this Court to be owing by RCC to the estate of TCC, if any, and HST recovered, if any;
- (e) Approving the Statement of Receipts and Disbursements for the period June 9, 2022 to November 30, 2022;
- (f) approving the professional fees and disbursements of the Receiver and its independent counsel, Thornton Grout Finnigan LLP ("**TGF**"), for the period ended October 31, 2022 and to finalize the administration of the estate of the Respondent; and
- (g) An Order discharging the Receiver upon the filing of a certificate by the Receiver certifying the completion of the administration of the estate (the "Discharge Certificate").

TERMS OF REFERENCE

- 7. In preparing this Third Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, TCC's books and records, discussions with certain employees and management of TCF, discussions with members of the Board of Directors of TCC, counsel to RCC and information from third parties (collectively, the "Information"). Except as described in this Third Report:
 - (a) The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver 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 Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

- (b) The Receiver has prepared this Third Report in its capacity as Receiver as required under Section 246(2) and Rule 126 of the BIA. Parties using this Third Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
- 8. Unless otherwise stated, all dollar amounts contained in this Third Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 9. The Receiver has completed the sale of the property and is working to complete the administration of the estate. This includes efforts to collect the Lease Arrears from RCC, making all final payments to good and service providers associated with the management of the Property, filing HST returns based on payments for those goods and services and providing information and analysis to Coldpoint.
- 10. When the Receiver has completed the activities noted above and made a distribution of the available estates funds to Coldpoint, there will be no further activities required to be completed by the Receiver. Based on the estate funds available and expected to be collected by the estate, Coldpoint will experience a shortfall on their indebtedness and there will be no funds available to distribute to other creditors of the estate.

11. The Receiver seek the approval of its activities as set out in the First Report, the Second Report and this Third Report of the Receiver.

BACKGROUND

- 12. TCC was jointly controlled by RCC and Trinity Centres Foundation ("TCF") and was created for the purpose of acquiring the Property. The Property includes a heritage designated church with a modern addition. RCC is the primary tenant of the Property. In addition to RCC, there are two commercial tenants, One Movement (a dance studio) and ProActive Training (a fitness studio) (collectively, the "Commercial Tenants") which operate out of the modern addition to the original church building.
- 13. RCC is a religious organization which conducts its operations from the Property. TCF is a charitable organization having its principal place of business in the Province of Quebec.
- 14. The Respondent was formed with a vision of converting an underutilized house of worship to a revitalized community hub servicing the needs of RCC's congregation as well providing additional services to the community. The Property, at the time of its purchase by TCC on March 5, 2020, had been abandoned for several years and was in need of renovations and repairs.
- 15. The Property was subject to a mortgage registered in favour of Coldpoint Holdings Ltd. ("Coldpoint"). The Receiver has obtained an independent legal opinion confirming the validity and enforceability of Coldpoint's security, as discussed in greater detail later in this report.

16. Coldpoint is an Ontario holding company which is affiliated with the Wood Development Group of companies ("WDG"). WDG is an organization with a rich history of community involvement and is committed to the development of properties for the benefit of the community.

Indebtedness to Coldpoint

- 17. Pursuant to the loan agreement dated March 5, 2020 (the "Loan Agreement"), Coldpoint made a term loan credit facility (the "Credit Facility") available to TCC in the total principal amount of \$2,024,800 plus interest and costs, to be utilized as follows:
 - (a) the principal amount of \$1,384,800 for the purchase of the Property (the "Acquisition Loan"); and
 - (b) the principal amount of \$640,000 for future renovations to the Property (the "Renovation Loan").

A copy of the Loan Agreement is attached as Appendix "E".

- 18. As at July 7, 2022, TCC was indebted to Coldpoint in the amount of \$1,765,777.72 (the "Coldpoint Indebtedness").
- 19. The Credit Facility was not granted on conventional lending terms. The Coldpoint Indebtedness bears interest at the rate of 2% per annum, calculated yearly. Pursuant to the terms of the Loan Agreement, TCC was not obligated to pay principal or interest on the Coldpoint Indebtedness until the 10th anniversary of the advancement of the Acquisition Loan, unless and until an Event of Default (as defined in the Loan Agreement) occurred.

20. As security for all of its obligations to Coldpoint, TCC delivered security to Coldpoint including (i) a first-ranking Charge/Mortgage (the "Charge") and General Assignment of Rents, each registered against title to the Property (collectively, the "Real Property Security"), and (ii) a first-ranking general security agreement (the "GSA" and together with the Real Property Security, the "Security"). Coldpoint is the only secured creditor of TCC.

RCC Lease Agreement

21. RCC was the primary tenant of the Property and entered into a lease agreement with TCC dated March 5, 2020 (the "RCC Lease") for the entire Property which included the sanctuary (the "Premises"). A copy of the RCC Lease is attached as Appendix "F".

Commercial Tenants

22. In addition to the RCC Lease, the Property was subject to two sublicenses. One Movement entered into a sublicense dated December 31, 2019 (the "One Movement Lease"), a copy of which is attached at Appendix "G" and Proactive Training entered into a sublicense dated September 17, 2020 (the "Proactive Lease"), a copy of which is attached at Appendix "H".

Management of Property

23. TCF was responsible for managing the Property on behalf of the Respondent. Included in the services to be preformed by TCF, was the oversight of the renovations and repairs of the Property and managing the accounting and finance functions of TCC. TCF was also responsible for providing additional management services for TCC on behalf of the

Respondent such as identifying potential subtenants for the Property and managing other revenue generating events such as weddings and community events. The Receiver understands that a draft management services agreement between RCC and TCF was tabled but was not finalized prior to the time the dispute arose between the parties.

Statement of Claim

- 24. The relationship between RCC and TCF deteriorated culminating in RCC issuing a statement of claim on February 23, 2021 (the "Claim") alleging, amongst other things, that TCC improperly advanced certain payments to TCF in respect of management fees. The Claim, *inter alia*, makes material allegations of oppression, fraud and misrepresentation against TCF, seeks the appointment of a receiver over TCC, and seeks the return of certain funds in priority to Coldpoint's security.
- 25. This claim was a pre-cursor to the Receiver's appointment and the Receiver had no involvement in the activities of the parties leading up to the issuance of the Claim. The Claim is currently stayed against the Respondent as a result of the terms of the Appointment Order.
- 26. Prior to the Receiver's appointment, RCC brought a motion for the appointment of an interim receiver pursuant to a Notice of Motion dated March 15, 2021 ("RCC's Motion") before the Superior Court of Justice in Kitchener, Ontario (the "Kitchener Court") which was contested. The Order of Justice Gibson of the Kitchener Court dated March 24, 2022 (the "Gibson Order"), a copy of which is attached as Appendix "I", essentially preserved the status quo of the parties to the Claim and set a timetable for the delivery of materials and the timing of examinations.

- 27. At the return of RCC's Motion on May 20, 2021, Justice Sloan of the Kitchener Court issued an interim order (the "Sloan Order") requesting that the matter be transferred to the Commercial List and, *inter alia*, directed RCC to pay monthly rent in the amount of \$4,166.67 plus HST until the return of RCC's Motion, without prejudice to the parties' rights and remedies in respect of the appropriate rent to be paid by RCC to the Respondent. A copy of the Sloan Order is attached as **Appendix "J"**.
- 28. The Receiver understands that on May 28, 2021, the parties attended a case conference before Mr. Justice Dunphy wherein he suggested that the parties attempt to mediate the dispute. The parties agreed and attended a mediation before The Honourable Todd L. Archibald on July 23, 2021. The mediation was not successful. Post-mediation discussions between Coldpoint and RCC in an attempt to find a resolution were similarly unsuccessful causing Coldpoint to bring its motion for the appointment of a receiver. The resulting Appointment Order terminated the Gibson Order and the Sloan Order.
- 29. In accordance with the terms of the Approval and Vesting Order, the Property was sold by the Receiver and the assets of the Respondent were vested in the purchaser. RCC refused to consent to the Receiver's proposed distribution to Coldpoint at the time of the sale and the Receiver has been holding the net proceeds of the sale transaction in an attempt to consensually resolve and windup the estate. Apart from concluding the ancillary issues to the closing of the sale transaction, all of the Receiver's time has been spent on attempting to collect the amounts owing to TCC by RCC since the sale of the Property in June 2022. RCC's conduct has caused unnecessary fees to be spent by the Receiver for what should have been a relatively straightforward receivership

30. After calculating the amount required to windup the estate and without taking into account the funds owing by RCC, the Receiver is in a position to distribute approximately \$1.3 million (the "**Proposed Distribution**").

BASIC RENT OWING BY RCC

- 31. The primary role of the Receiver, in addition to safeguarding the assets and managing the affairs of the estate, is to maximize realizations from the Property. This included collecting rents in respect of the Property until such time as it was sold.
- 32. At the time of its appointment, the Receiver contacted each of the Commercial Tenants to discuss their rental obligations. The Commercial Tenants agreed to continue payment of their rents in accordance with their respective leases and requested information from the Receiver on the timing of the leasehold improvements. The Receiver advised the Commercial Tenants that it would not be undertaking the leasehold improvements on behalf of the estate as it did not have sufficient funds to do so and it would be immediately marketing the Property for sale.
- 33. Upon its appointment, the Receiver also contacted counsel to RCC to discuss their rental obligations over and above the interim provisions established by the Sloan Order which were terminated by the Appointment Order. The amounts paid pursuant to the Sloan Order were entirely without prejudice to the Receiver's rights and remedies in respect of the appropriate 2021 rental amount to be paid by RCC to TCC from March 1, 2021 until the sale of the Property.

34. Pursuant to the terms of the RCC Lease, RCC is obligated to pay basic rent totaling \$250,000 annually to the Respondent. Article 5.1 of the RCC Lease states;

"Yielding and paying therefor yearly and every year during the Term unto the Landlord as Basic Rent for the premises, without any set-offs, deductions or defalcations whatsoever, the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Basic Rent") of lawful money of Canada to be paid in advance in equal monthly installments of Twenty Eights Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) on the first day of each and every month during the Term to the Landlord at Trinity Centres Cambridge..."

35. Article 5.2 of the RCC Lease provides that the Board of Directors of TCC may, at its option and in its sole discretion, elect to discount the basic rent paid by RCC:

"Notwithstanding the provisions of Section 4.1 (Tenant Option to Purchase), the Board of Directors of the Landlord <u>may, at its option</u> <u>and in its sole discretion</u>, following discussions with the Tenant, elect to discount Basic Rent at any amount for any given year of the Term... Any discount, <u>if any</u>, shall be determined for a one-year period only." [Emphasis added]

- 36. In the event that TCC elected to discount RCC's rent, the RCC Lease obligated TCC to take the net rental income of any sublicensees or subtenants into account in determining whether the amount of the discounted rent to be paid by RCC in the following year. Any discount offered by TCC to RCC was only valid for one year.
- 37. One Movement paid rent totalling \$50,000 and Proactive Fitness paid rent totalling \$39,000. If such rental incomes were taken into account, it would reduce the rent obligation of RCC to approximately \$161,000 annually or \$13,416.67/month.

38. Article 5.3 of the RCC Lease provided for an initial 12-month (the "**Discount Period**") discount, being \$4,166.67 plus HST (the "**Discounted Rent**"), to the basic rent to be paid by RCC:

In accordance with and subject to the provisions of Section 4.1 and Section 4.2 (Tenant Option to Purchase), the parties agree that Basic Rent for the <u>first year of the term</u> after discount shall be Fifty Thousand Dollars (\$50,000.00) of lawful money of Canada to be paid in advance in equal monthly installments of Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) on the first day of each and every month. <u>For clarity, in the absence of any further notice to the contrary, Basic Rent in a given year of the Term shall be the Maximum Basic Rent</u>." [Emphasis added]

- 39. The Discount Period ended on February 1, 2021. The Receiver understands that the dispute between RCC and TCF largely centered around the discretion purported to be exercised in respect of the rent to be paid by RCC commencing on March 1, 2021 as TCC required RCC to pay rent in the amount of \$144,360. As a result, RCC stopped paying rent to TCC after the Discount Period and issued the Claim on February 23, 2021.
- 40. The Sloan Order directed RCC to pay the outstanding basic rent at the Discounted Rate for the months of March, April and May 2021 and to continue paying the Discounted Rate pending the determination of RCC's Motion. The Sloan Order was made without prejudice to the rights and remedies of the parties in respect of the appropriate amount of rent to be paid by RCC to the Respondent after the Discount Period. RCC has refused to pay any base rent in excess of the Discounted Rate notwithstanding the clear terms of the RCC Lease. It is the Receiver's position that RCC owes outstanding rent to TCC from March 1, 2021 until the sale of the Property.

- 41. It is clear from the terms of the RCC Lease, that RCC is required to pay \$250,000 in rent per year during the term of the RCC Lease commencing on March 1, 2021 unless TCC, in its sole discretion, exercises its option to discount the basic rent. It is only if TCC chooses to exercise its discretion that the rents of the Commercial Tenants is taken into account in the calculation of the rent to be paid by RCC.
- 42. Since the commencement of these receivership proceedings, the Receiver has considered its option to exercise its discretion to reduce the amounts owing by RCC to the Respondent.

 The Receiver made repeated good faith attempts to negotiate an acceptable discounted rental rate with RCC, but RCC has refused to pay any basic rent in excess of the Discounted Rate for a variety of reasons.
- 43. By letter dated October 30, 2021, the Receiver formally advised counsel to RCC that RCC was obligated to pay the Maximum Basic Rent of \$250,000 (less any rent actually paid) plus TMI unless the Receiver exercised its discretion to discount such amount. The Receiver further advised that it believed that the rent paid by RCC at the Discounted Rate was not appropriate in the circumstances. By letter dated November 1, 2021, counsel to RCC inquired as to the amount that the Receiver believed would be an appropriate rent going forward. Copies of the October 30th and November 1st letters are attached as Appendix "K" and "L" respectively.

Determination of Fair Market Rent

44. In an effort to find a compromise, the Receiver spent considerable time and effort to ascertain the fair market rent for a space similar to that rented by RCC given the uniqueness of the Property. In particular, the Receiver:

- engaged in discussions with the realtor retained to market and sell the Property, Ms. Susan Iriate of Royal Le Page, who specializes in the sale and lease of places of worship and to obtain three comparables for rental agreements for other similar places of worship; and
- (b) compared the rent per square foot that each of the Commercial Tenants was paying to establish a range of rent per square foot for the Property.

Calculation of Square Footage

- 45. The RCC Lease does not specify the square footage rented by RCC. Instead, the space rented by RCC is defined as being the "Lands" and "Building" which equates to the totality of the Property.
- 46. Although under no obligation to do so in the determination of RCC's rental obligations, the Receiver determined the square footage of the Premises by relying on the drawings prepared by Larkin Architect Limited (the "Architectural Drawings"), attached as Appendix "M", which were provided to the Receiver by counsel to RCC. The Architectural Drawings demonstrate that the total square footage of the entire building located on the Property is 2,280.28 square meters or 24,545 square feet. As RCC rented the entire Premises, the Receiver then used this number and subtracted the space leased by the Commercial Tenants to determine the square footage attributable to RCC.
- 47. The One Movement Lease specifies that the space leased to One Movement consists of 6,664 square feet. The Proactive Lease specifies that the space leased to Proactive consists of 3,377 square feet. As a result, the Receiver concluded that the overall square footage

that was the responsibility of RCC was 14,796 square feet (ie 24,545 square feet -6,664 square feet -3,377 square feet).

- 48. Attached as Schedule "D" to each of the One Movement Lease and the Proactive Lease is the Space Sharing Arrangement (the "Space Sharing Arrangement"). Pursuant to the terms of the Space Sharing Arrangement, which are "deliberately vague" and "meant to evolve and change over time", RCC and each of the Commercial Tenants agreed to the use of their space by RCC on Sundays. One Movement received a rent abatement of \$16,640 per annum to share its leased space with RCC on Sundays. The Proactive Lease did not contain a rent abatement but did require Proactive to provide access to RCC to certain of its space on Sundays.
- 49. It is RCC's position that the Receiver should be considering the "rentable space" of the Premises and the actual use of the space by the tenants in its calculation of appropriate rent. By email on November 5, 2021, a copy of which is attached as **Appendix "N"**, counsel to RCC detailed how RCC uses the Premises and provided certain documents to illustrate the actual space used by RCC during different days of the week. Notwithstanding RCC's position, the concept of "rentable space" is not found in the RCC Lease.
- 50. In an effort to take the concerns of RCC into account, on November 11, 2021, the Receiver shared its calculations of proposed fair market rent with counsel to RCC based on their concept of "rentable space" and usage. The Receiver indicated that, based on those metrics, an appropriate rent for the Premises would be between \$6,000/month to \$7,800/month plus TMI. A copy of the email from the Receiver on November 11, 2021 is attached as **Appendix "O"**.

- 51. Counsel to RCC responded by letter dated November 22, 2021 (the "November Letter"), a copy of which is attached as Appendix "P", raising a number of issues and concerns with respect to the Property and the analysis of market rent conducted by the Receiver in an effort to explain why RCC refused and continues to refuse to pay more than the Discounted Rent. In particular, counsel to RCC provided its own calculations with respect to the square footage of the Premises in an effort to reject the Receiver's analysis of market rent. Counsel to RCC unilaterally confirmed that RCC would continue to only pay the Discounted Rate, ignoring the terms of the RCC Lease.
- 52. Given the terms of the RCC Lease and the discretion afforded TCC, it is the Receiver's position that a range of rents per square foot calculated based on:
 - (a) the comparables used by the Receiver;
 - (b) the rent per square foot of the Commercial Tenants, taking into account the Space Sharing Arrangement ("Sunday Usage"),

is more appropriate. The Receiver calculated the below table of fair market monthly rents based on the range per square foot multiplied by the number of square feet of the Premises as calculated above.

Sqft		per Sqft		Annual		Sun	day Usage	Total A	Innual Rent	Monthly
	14,796	\$	7.50	\$	111,012.30	\$	16,640.00	\$	127,652.30	\$10,637.69
	14,796	\$	8.75	\$	129,462.55	\$	16,640.00	\$	146,102.55	\$12,175.21
	14,796	\$ 1	0.00	\$	147,957.20	\$	16,640.00	\$	164,597.20	\$13,716.43
	14,796	\$ 1	1.22	\$	166,007.98	\$	16,640.00	\$	182,647.98	\$15,220.66
	14,796	\$ 1	2.64	\$	187,044.76	\$	16,640.00	\$	203,684.76	\$16,973.73
	14,796	\$ 1	4.67	\$	217,053.21	\$	16,640.00	\$	233,693.21	\$19,474.43

53. As illustrated in the table below, even if the "Sunday Usage" amount is deducted, the market rent is substantially higher than the rent paid by RCC.

Sqft		per Sqft		Annual			Monthly		
	14,796	\$	7.50	\$	111,012.30	\$	9,251.03		
	14,796	\$	8.75	\$	129,462.55	\$	10,788.55		
	14,796	\$	10.00	\$	147,957.20	\$	12,329.77		
	14,796	\$	11.22	\$	166,007.98	\$	13,834.00		
	14,796	\$	12.64	\$	187,044.76	\$	15,587.06		
	14,796	\$	14.67	\$	217,053.21	\$	18,087.77		

As illustrated in the above tables, the Receiver determined that basic rent for similar spaces ranged from approximately \$9,200/month to approximately \$18,000/month if the Sunday Usage was excluded. Under the terms of the RCC Lease, unless the Receiver exercised its discretion to discount the rent, RCC was obligated to pay \$13,416.67/month for the Premises which is the mid-range between these two numbers.

State of Premises

- 55. In addition to disputing the square footage of the Property that RCC claims should form the basis of the rent that RCC should be obligated to pay contrary to the terms of the RCC Lease, RCC has also taken the position that the Property was in a state of disrepair which must offset any increase in its rent beyond the Discounted Rate. RCC's position in this regard is set out in the November Letter.
- The Receiver acknowledges that certain repairs and renovations were not made to the Premises as anticipated by RCC when it signed the RCC Lease. However, pursuant to Article 7.3 of the RCC Lease, RCC accepted the Premises on an "as-is/where-is" basis.
- 57. By letter dated August 12, 2022, attached as **Appendix "Q"**, RCC proposed a price per square foot of \$8.75 which, based on RCC's "rentable space" calculated by RCC at 6,528.08 square feet, resulted in an appropriate monthly rent of \$4,760.06 plus HST. However, RCC claimed a rebate of \$593.89 per month in respect of the state of disrepair

of the Premises (the "**Disrepair Rebate**") to bring the rent back down to the Discounted Rate.

The Receiver asked for clarification of, among other things, the calculation of the Disrepair Rebate by letter dated August 16, 2022, a copy of which is attached as **Appendix "R"**. By its response dated August 23, 2022, a copy of which is attached as **Appendix "S"**, it is evident that RCC chose an arbitrary number as the Disrepair Rebate to reduce the rental calculation back down to the Discounted Rate.

TAXES, MAINTENANCE, INSURANCE AND UTILITIES

- 59. In addition to basic rent, RCC is also obligated to pay "Additional Rent" consisting of taxes, maintenance, insurance and other amounts such as utility charges as specified in the RCC Lease (collectively, "TMI"). RCC has not paid TMI since the appointment of the Receiver and the Receiver recently learned that RCC had also not paid TMI prior to its appointment.
- 60. Based on the terms of the RCC Lease, the Receiver determined that the appropriate calculation of TMI payable by RCC equals the TMI for the Property less any TMI paid by the Commercial Tenants. The Proactive Lease is a fixed price lease and does not include any amount or allocation for TMI. Pursuant to the terms of the One Movement Lease, One Movement was required to pay \$1,250 per month in respect of estimated TMI. The TMI was then to be adjusted between the tenants based on applicable square feet.

- 61. Prior to the receivership, One Movement received its TMI calculation for the first calendar year of its Lease. Based on the calculation prepared by TCF, it was entitled to a refund as it had over paid TMI which constitutes an unsecured claim in the estate.
- 62. As Proactive Fitness was not obligated to pay TMI, the calculation of TMI for RCC equaled the TMI of the Property in its entirety, less the TMI of One Movement. As noted above, One Movement has rented 6,664 square feet of the total building comprising 24,738 square feet¹, or 26.94%.
- 63. In a further effort to settle the outstanding issues between the Receiver, Coldpoint and RCC and windup the estate, the Receiver deliver a letter dated September 23, 2022, setting out, *inter alia*, its calculations of TMI and provided the supporting detail as requested by email on October 11, 2022. Copies of the September 23rd letter and October 11th email are attached as **Appendix "T" and "U"** respectively.
- 64. The Receiver calculated the amount owing by RCC in respect of pre-receivership taxes, maintenance and insurance as \$87,780.01 and utilities as \$20,287.44 for a total of \$108,067.45. The Receiver also calculated the post-receivership taxes, maintenance and insurance as \$49,155.76 and utilities as \$13,100.59 for a total of \$62,256.35. The total amount payable by RCC to the Receiver in respect of TMI is \$170,333.80.

¹ The Receiver was advised that TCF used the square footage number of 24,738 in its calculation of One Movement's TMI which is slightly more than the square footage noted on the Architectural Drawings of 24,545. It is the Receiver's position that this difference is immaterial and has used the lower square footage number in its calculations.

- 65. By letter dated October 14, 2022 (the "October Letter"), a copy of which is attached at Appendix "V", RCC acknowledged its obligation to pay TMI for the periods before and after the appointment of the Receiver but disputed the amount owing on the basis that:
 - (a) as a charitable organization, RCC is not required to pay HST; and
 - (b) the Receiver had failed to properly calculate the correct "rentable space" for RCC.
- 66. In respect of the claim that RCC is not required to pay HST, the RCC Lease does not state that RCC is exempt from paying the HST portion of the TMI and the Receiver's view is that the appropriate course of action is for RCC pay its obligations in accordance with the RCC Lease and then make the appropriate excise tax claim for the recovery of HST. The Receiver has assumed that RCC has made similar filings as the amount it has paid in respect of rent includes HST.
- 67. The Receiver's position in respect of the calculation of space occupied by RCC has been detailed earlier in this report. The RCC Lease obligates RCC to pay the full amount of the TMI less any amounts paid by the Commercial Tenants.

Option to Purchase

As set out in the October Letter, RCC calculated that it is only indebted to TCC in the amount of \$44,903 in respect of TMI but that "TCC used some of the \$506,200 paid by RCC to TCC to pay all of the TMI expenses" for the Property and, on that basis, RCC has refused to pay any TMI in accordance with the RCC Lease.

- 69. Pursuant to Article 4 of the RCC Lease, RCC paid \$506,200 (the "**Option Fee**") for the right to purchase the Property on as "as is, where is" basis (the "**Option to Purchase**") during the term of the RCC Lease upon the satisfaction of certain conditions. Pursuant to section 4.2 of the RCC Lease, the Option Fee was paid as follows:
 - (a) \$346,200 upon the purchase of the Property by TCC; and
 - (b) \$160,000 on May 14, 2020.
- 70. It is clear that the Option Fee does not in any way relate to the payment of TMI and that it was paid to acquire the Option to Purchase. It is the position of the Receiver that RCC is not a creditor of TCC and that no monies are owed to RCC in respect of the payment of the Option Fee. Immediately prior to the commencement of the marketing of the Property for sale by the Receiver, RCC confirmed, through its counsel, that it was not exercising the Option to Purchase. A copy of the email exchange in respect of the Option to Purchase is attached as **Appendix "W"**.
- 71. The mischaracterization of the Option Fee by RCC as a contribution towards TMI is evidence of RCC's unwillingness to act reasonably in an attempt to avoid payment of any amounts under the RCC Lease in excess of the Discount Rate.

DISBURSEMENT TO THE SECURED CREDITOR

72. The Receiver obtained an independent security opinion (the "Security Opinion") dated June 30, 2022 from Paul Bannon Law, a copy of which is attached as Appendix "X". Subject to the usual assumptions and qualifications of an opinion of such nature, the Security Opinion states that the Security is an enforceable obligation of TCC to Coldpoint.

- 73. Copies of the abstract pages evidencing registration of the Real Property Security are attached as **Appendix "Y"** and a copy of the PPSA Electronic Enquiry Result from the Ministry with a file currency of September 14, 2021 evidencing registration of the GSA. There are no other secured creditors of TCC.
- 74. By letter dated September 28, 2022, a copy of which is attached as **Appendix "Z"**, RCC has taken the position that the advances made by Coldpoint under the Renovation Loan were not made in accordance with the terms of the Credit Agreement and were improperly used to pay management fees to TCF with the knowledge of Coldpoint. This is the first time that such an allegation was raised by RCC, including in the Claim which did not make any such allegations against Coldpoint.
- 75. RCC takes the position that the Renovation Loan should be unsecured and rank *pari passu* with RCC's unsecured claim for the return of the Option Fee. The Receiver sees no basis for this position and relies on the Security Opinion of its counsel to request that the Proposed Disbursement be paid to Coldpoint in partial satisfaction of the Coldpoint Indebtedness.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

Attached as **Appendix "AA"** is the Receiver's Statement of Receipts and Disbursements for the period from June 9, 2022 to November 30, 2022 (the "**R&D**"). The Receiver is no longer collecting rents from tenants or making disbursements in respect of costs associated with the Property since the Property was sold. Following the completion of the sale, the Receiver contacted the various goods and services providers who were engaged with respect to the Property to obtain and pay their final invoices and has paid certain

professional fees associated with the estate. The closing cash balance as at November 30, 2022 is \$1,380,293.27. The Receiver seeks the approval of the R&D.

PROFESSIONAL FEES AND DISBURSEMENTS

77. Paragraph 18 of the Appointment Order states:

THIS COURT ORDERS THAT the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

- 78. The Receiver and its counsel have maintained detailed records of their fees and disbursements since the commencement of the receivership proceedings and no seeks approval of same.
- 79. The Receiver's fees and disbursements for the period September 21, 2021 to October 31, 2022 were \$149,651.05 and HST of \$19,454.64 for a total of \$169,105.69, as set out in the Affidavit of Toni Vanderlaan sworn December 1, 2022, a copy of which is attached hereto as **Appendix "BB"**.
- 80. TGF's fees for the period September 21, 2021 to October 31, 2022 were \$111,655.00 and HST of \$14,515.15 for a total of \$126,170.15 plus disbursements of \$18,133.73 plus HST of \$2,357.38 for a total of \$20,887.81 in disbursements, as set out in the affidavit of Leanne M. Williams sworn December 1, 2022, a copy of which is attached as **Appendix "CC"**.
- 81. The Receiver respectfully submits that the Receiver's fees and disbursements, and those of TGF, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order.

- 28 -

82. Accordingly, the Receiver seeks approval of the fees and disbursements of the Receiver

and TGF.

COMPLETION OF THE RECEIVERSHIP AND DISCHARGE OF THE RECEIVER

83. The Receiver has identified a limited number of activities to be completed in order to

complete the administration of the estate. These include the collection of the Lease Arrears,

if any, the collection of any HST amounts owing, and making the final distribution to

Coldpoint (collectively, the "Remaining Activities"):

84. Once the Receiver has completed the Remaining Activities, it proposes to file and serve on

the Service List the Discharge Certificate confirming that all of the Remaining Activities

have been completed. Once the Discharge Certificate is filed, the Receiver's mandate will

be terminated and the Receiver will be fully and finally discharged.

CONCLUSIONS AND RECOMMENDATIONS

85. For the reasons set out above, the Receiver respectfully requests that the Court approve the

proposed Windup Order.

All of which is respectfully submitted at Toronto, Ontario this 1st day of December, 2022.

DELOITTE RESTRUCTURING INC.,

solely in its capacity as the Court-appointed Receiver and Manager of Trinity Centres Cambridge and not in its personal or corporate capacity

Handerlaan

Per: _____

Toni Vanderlaan, CPA,CA, CIRP, CTP, LIT

Senior Vice-President

APPENDIX "A"

Appointment Order dated September 21, 2021

APPENDIX "A"

Court File No. CV-21-00000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

THE HONOURABLE MADAM)	TUESDAY, THE 21 ST
)	
JUSTICE DIETRICH)	DAY OF SEPTEMBER, 2021

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

and

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

ORDER

(appointing Receiver)

THIS MOTION made by Coldpoint Holdings Ltd. ("Coldpoint") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Deloitte Restructuring Inc. ("Deloitte") as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Trinity Centres Cambridge (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference in light of the COVID-19 pandemic.

ON READING the affidavit of David Wood sworn September 17, 2021 and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff and such other parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Leanne Williams sworn September 17, 2021 and on reading the consent of Deloitte to act as the Receiver.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"). Without limiting the generality of the foregoing, "Property" shall include the lands and premises of the Debtor municipally known as 15 Wellington Street, Cambridge, Province of Ontario and more specifically described in **Schedule "A"** hereto (the "**Real Property**").

RECEIVER'S POWERS

- 3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property including retaining a listing broker to market the Real Property for sale, including advertising and soliciting offers in respect of the Property or any part or parts thereof and

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including the Real Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

- 6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
- 7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

- 18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
- 20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

RECEIVER'S LEGAL COUNSEL

21. **THIS COURT ORDERS** that the Receiver may retain legal counsel to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties,

including, without limitation, those conferred by this Order. Such legal counsel may include Thornton Grout Finnigan LLP, lawyers for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent legal counsel in respect of any legal advice or services where a conflict exists, or may arise.

FUNDING OF THE RECEIVERSHIP

- 22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- 23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- 24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
- 25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

- 26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'www.insolvencies.deloitte.ca/en-ca/trinitycentrescambridge'.
- 27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

- 28. **THIS COURT ORDERS** that the Interim Orders dated March 24, 2021 and May 20, 2021 granted in this proceeding are hereby terminated upon the granting of this Order.
- 29. **THIS COURT ORDERS** that the Plaintiff's motion, as set out in its Notice of Motion dated March 15, 2021, is hereby rendered moot, and that any entitlement to costs which may be asserted by any party to this proceeding is hereby preserved. In the event that costs are not resolved with the consent of the applicable parties, a chambers appointment may be scheduled for further directions in respect of same.

- 30. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- 31. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 32. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 33. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 34. **THIS COURT ORDERS** that Coldpoint shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of Coldpoint's security or, if not so provided by Coldpoint's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

REGISTRATION ON TITLE

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Waterloo (No. 58) accept this Order for registration on title to the Real Property described in Schedule "A" hereto

Dietrick J.

SCHEDULE "A"

Description of Real Property

Firstly:

(**Registry**) **PIN03817-0022(R**): Lot 3 East side of Wellington Street and south side of Beverly Street, Plan 615; City of Cambridge, Regional Municipality of Waterloo, being all of the PIN.

Secondly:

(Land Titles) PIN03817-0091(LT): Part lot 18, Plan 455, as in D31327; City of Cambridge, Regional Municipality of Waterloo, being all of the PIN.

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO
AMOUNT \$
1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the " Receiver ") of
the assets, undertakings and properties Trinity Centres Cambridge acquired for, or used in
relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the
"Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the
"Court") dated the day of, 20 (the "Order") made in an action having Court file
numberCL, has received as such Receiver from the holder of this certificate (the
"Lender") the principal sum of \$, being part of the total principal sum of
\$ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with
interest thereon calculated and compounded [daily][monthly not in advance on the day
of each month] after the date hereof at a notional rate per annum equal to the rate of per
cent above the prime commercial lending rate of Bank of from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the
principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the
Order or to any further order of the Court, a charge upon the whole of the Property, in priority to
the security interests of any other person, but subject to the priority of the charges set out in the
Order and in the Bankruptcy and Insolvency Act, and the right of the Receiver to indemnify itself
out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at
the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating
charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the

holder of this certificate.

- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of	, 20
	[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity
	Per:
	Name:
	Title:

Plaintiff

And

Defendants

GRAHAM SINGH et al.

Court File No. CV-20-00646359-0000

SUPERIOR COURT OF JUSTICE ONTARIO

Proceeding commenced at Kitchener

ORDER

(appointing Receiver)

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors

100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: [williams@tgf.ca

(416) 304-1616 Tel:

Lawyers for Coldpoint Holdings Ltd.

APPENDIX "B"

First Report of the Receiver dated April 12, 2022

APPENDIX "B"

Court File No.: CV-21-00000281-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

BETWEEN:

COLDPOINT HOLDINGS LTD.

Applicant

- and-

TRINITY CENTRES CAMBRIDGE

Respondents

FIRST REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS RECEIVER AND MANAGER

DATED APRIL 12, 2022

TABLE OF CONTENTS

INTRODUCTION	3
TERMS OF REFERENCE	4
ACTIVITIES OF THE RECEIVER	5
STATEMENT OF RECEIPTS AND DISBURSEMENTS	7
SALE PROCESS	7
FUTURE RECEIVERSHIP ACTIVITES	9

APPENDICES

APPENDIX "A": Appointment Order dated September 21, 2021

APPENDIX "B": Statement of Receipts and Disbursement

INTRODUCTION

- 1. Pursuant to the Order of Madam Justice Dietrich (the "Appointment Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated September 21, 2021, Deloitte Restructuring Inc. ("Deloitte") was appointed receiver and manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties (the "Property") of Trinity Centres Cambridge ("TCC"). A copy of the Appointment Order is attached hereto as Appendix "A".
- 2. The Debtor is jointly controlled by River City Christian Reformed Church ("RCC") and Trinity Centres Foundation ("TCF") and was created for the purpose of acquiring 15 Wellington St. Cambridge Ontario (the "Property"). The Property includes a heritage designated church with a modern addition. The Property is zoned for industrial use by the City of Cambridge. RCC is the primary tenant of the Property. In addition to RCC, there are two commercial tenants, One Movement, a dance studio and ProActive Training, a fitness studio which operate out of a modern addition to the original church building.
- 3. The Property, and any chattels located therein, are the only assets of the Debtor. The Debtor has no employees.
- 4. The Property is subject to a mortgage registered in favour of ColdPoint Holdings Ltd. ("ColdPoint"). The Receiver will be engaging independent counsel for the purpose of confirming the security, prior to the distribution of any proceeds.
- 5. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any proceeds, receipts and disbursements, arising out of, or

from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:

- (a) without the approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
- (b) with the approval of the Court in respect of any transaction in which the purchase price exceeds \$100,000.
- 6. The purpose of this first report of the Receiver (the "**First Report**") is to provide the Court with an update on:
 - (a) the activities of the Receiver since the date of the Appointment Order;
 - (b) the Receiver's Statement of Receipts and Disbursements for the period from September 21, 2021 to March 31, 2022; and
 - (c) the realization efforts of the Receiver in respect of the Property.

TERMS OF REFERENCE

- 7. In preparing this First Report, Deloitte has been provided with, and has relied upon unaudited, draft and/or internal financial information, TCC's books and records, discussions with certain employees and management of TCF, discussions with members of the Board of Directors of TCC, counsel to RCC and information from third parties (collectively, the "Information"). Except as described in this First Report:
- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte 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 Canadian Auditing Standards ("CAS") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

- (b) Deloitte has prepared this First Report in its capacity as Receiver as required under Section 246(2) and Rule 126 of the Bankruptcy and Insolvency Act. Parties using this First Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
- 8. Unless otherwise stated, all dollar amounts contained in this First Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 9. The Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
 - (a) attended the Property and took possession;
 - (b) obtained copies of the books and records, maintained by TCF;
 - (c) provided notice of the receivership to the utility and other service providers of the Property and changed the billing information for utilities and other services to be in the name the Receiver;
 - (d) contracted to utilize the property management staff of TCF to assist with the monitoring and maintenance of the Property until it can be transferred to a new owner;
 - (e) met with the respective tenants to advise them of the Appointment Order and the Receiver's mandate;
 - (f) conducted interviews with prospective brokers to market the Property for sale;

- (g) selected Ms. Susan Iriate of Royal Lepage Commercial Realty, (the "Agent")who specializes in places of worship to market and sell the Property;
- (h) worked with the Property management staff and the Broker to ensure health and safety measures in respect of the Covid-19 Pandemic were followed in respect of organizing showings of the Property
- (i) commenced negotiations with RCC to address deficiencies in their rent and other terms associated with the lease of the Property;
- (j) established the Receiver's website and issued the Notice and Statement of Receiver pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* ("**BIA**");
- (k) reviewed and responded to inquiries from creditors;
- (l) ensured that the Debtors' bank accounts were frozen and that funds were transferred to an account maintained by the Receiver;
- (m) worked with Thornton Grout Finnigan LLP as legal counsel;
- (n) provided notice of the Receiver's appointment to Front Row Insurance Brokers, the Debtors' insurance broker, who arranged for continued insurance coverage through the Debtors' insurers. Additionally, the Receiver was added as named insured and loss payee on the Debtors' policies, as applicable;
- (o) notified Canada Revenue Agency ("CRA") of the appointment of the Receiver;
- (p) provided status updates on the progress of the receivership to ColdPoint, TCF and RCC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

10. Attached hereto as **Appendix** "**B**" is the Receiver's Statement of Receipts and Disbursements for the period from September 21, 2021 to March 31, 2022 (the "**R&D**"). The Receiver is collecting rents from tenants and making disbursements in respect of costs associated with the Property and professional fees. The closing cash balance at March 31, 2022 is \$72,513.02.

SALE PROCESS

- 11. Forthwith after its appointment and as authorized by the Appointment Order, the Receiver initiated a request for proposals for the marketing and sale of the Property to well known brokers in the commercial real estate space. The Receiver received three separate proposals and ultimately selected Ms. Susan Iriate of Royal Lepage Commercial Realty who specializes in places of worship. The Property was marketed and listed for sale on November 9, 2021 on the Canadian Multi Listing Service ("MLS") with an asking price of \$1.75 million dollars.
- 12. The Property received immediate positive interest and an initial offer was received for the Property on November 13, 2021. This offer was not signed back by the Receiver as the price was not within the target range expected by the Receiver or Coldpoint and recommended by the Agent. The initial offer was revised and resubmitted on November 19, 2021, but it was believed that the conditions included in the offer could not be satisfied and this offer was also not signed back.
- 13. A second conditional offer was received on November 18, 2021 and was accepted by the Receiver.

 At the end of the condition period the conditions to the sale were not met and this offer failed to close.
- 14. A third conditional offer was received on January 3, 2022. This offer was not signed back by the

Receiver as the price was not within the target range expected by the Receiver and ColdPoint and recommended by the Agent.

- 15. A conditional offer was received on January 10, 2022. The terms and conditions of this offer were negotiated between the Receiver, with the assistance of the Agent and the prospective purchaser and the offer was signed back subject to conditions on January 13, 2022. On February 2, the prospective purchases requested a four to six month extension of the conditional sales period to address a rezoning request made to the City of Cambridge. On February 26, 2022, the prospective purchaser requested a price concession which, following lengthy negotiations, was deemed unacceptable by the Receiver and ColdPoint and not recommended by the Agent.
- 16. On March 9, 2022, the Receiver received two separate conditional offers from prospective purchasers. The Agent conducted negotiations with both parties and requested that each submit a higher better offer for consideration by the Receiver and ColdPoint.
- 17. On March 11, 2022, another offer was submitted for the Property.
- 18. Following several discussions with the various parties, on March 15, 2022, one offer was selected and executed between the parties subject to certain conditions including: a due diligence condition, a financing condition and an inspection condition. The scheduled completion date for this offer is June 30, 2022.
- 19. The Receiver will not be providing specifics of the proposed purchase price or other conditions at this time as the offer is still open and subject to conditions. The Receiver will provide a complete report on this offer, or any subsequent offer as necessary, to the Court at the time that it requests the Court's approval of the sale in accordance with the Appointment Order.

-9-

20. There has been widespread and ongoing interest in the property since the initial listing date and

the Receiver does expect that the Property will sell and generate proceeds for the benefit of the

estate and its creditors.

FUTURE RECEIVERSHIP ACTIVITIES

21. The Receiver assisted by the property management staff and the Agent will continue to maintain

and monitor the Property while it continues the process to realize on the Property.

22. Following a successful sale of the Property, the Receiver will seek a distribution order for the

proceeds generated from the sale of the Property and the conclusion of the Receivership.

All of which is respectfully submitted at Toronto, Ontario this 12th day of April, 2022.

DELOITTE RESTRUCTURING INC.,

solely in its capacity as the Court-appointed Receiver and Manager of Trinity Centres Cambridge and not in its personal or corporate capacity

Per:

Toni Vanderlaan, CPA,CA, CIRP, LIT

Senior Vice-President

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

COLDPOINT HOLDINGS LTD.

and

TRINITY CENTRES CAMBRIDGE

Respondents

Applicant

Court File No. CV-21-00000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Kitchener, Ontario

FIRST REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER

APRIL 12, 2022

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West Suite 3200, TD West Tower Toronto, ON M5K 1K7

Leanne M. Williams (LSO #41877E)

Tel: (416) 304-1616

Email: lwilliams@tgf.ca

Fax: (416) 304-1313

Lawyers for the Court-Appointed Receiver,

Deloitte Restructuring Inc.

APPENDIX "C"

Second Report of the Receiver dated June 8, 2022

APPENDIX "C"

Court File No. CV-21-672899-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

and

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

SECOND REPORT OF DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS RECEIVER AND MANAGER

DATED JUNE 8, 2022

TABLE OF CONTENTS

3
5
6
6
7
8

APPENDICES

APPENDIX "A": First Report of the Receiver

APPENDIX "B": Statement of Receipts and Disbursements

APPENDIX "C" Redacted copies of the Sale Agreement and amendment

APPENDIX "D" Waivers

APPENDIX "E" Assignment Agreement

CONFIDENTIAL APPENDIX "1" Sale Agreement and amendment

INTRODUCTION

- 1. Pursuant to the Order of Honourable Justice Dietrich (the "Appointment Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated September 21, 2021, Deloitte Restructuring Inc. ("Deloitte") was appointed receiver and manager (in such capacity, the "Receiver") without security, of all of the assets, undertakings and properties of Trinity Centres Cambridge ("TCC"). A copy of the Appointment Order can be found on the Receiver's website at https://www.insolvencies.aspx.
- 2. TCC was jointly controlled by River City Christian Reformed Church ("RCC") and Trinity Centres Foundation ("TCF") and was created for the purpose of acquiring 15 Wellington St. Cambridge Ontario (the "Property"). The Property includes a heritage designated church with a modern addition. The Property is zoned for institutional use by the City of Cambridge. RCC is the primary tenant of the Property. In addition to RCC, there are two commercial tenants, One Movement, a dance studio and ProActive Training, a fitness studio which operate out of the modern addition to the original church building.
- 3. The Property, and any chattels located therein, are the only assets of TCC. TCC has no employees.
- 4. The Property is subject to a mortgage registered in favour of Coldpoint Holdings Ltd. ("Coldpoint"). The Receiver will be engaging independent counsel for the purpose of confirming the validity and enforceability of the security prior to the distribution of any proceeds.

¹ In the First Report of the Receiver the Property was incorrectly identified as being zoned industrial.

- 5. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:
 - (a) without the approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (b) with the approval of the Court in respect of any transaction in which the purchase price exceeds \$100,000.
- 6. In accordance with section 246(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), the Receiver filed its first report dated April 12, 2022 (the "First Report"), a copy of which is attached as **Appendix "A"**, with the Office of the Superintendent of Bankruptcy and served a copy on the service list in these proceedings. The purpose of this second report of the Receiver (the "Second Report") is to provide the Court with an update on:
 - (a) the activities of the Receiver since the date of the First Report;
 - (b) the Receiver's Statement of Receipts and Disbursements for the period from April 1, 2022 to June 8, 2022;
 - (c) the realization efforts of the Receiver in respect of the Property; and

(d) the request for approval of the purchase and sale agreement and vesting of the Property in 1000204128 Ontario Inc.

TERMS OF REFERENCE

- 7. In preparing this Second Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, TCC's books and records, discussions with certain employees and management of TCF, discussions with members of the Board of Directors of TCC, counsel to RCC and information from third parties (collectively, the "Information"). Except as described in this Second Report:
 - (a) The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver 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 Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - (b) The Receiver has prepared this Second Report in its capacity as Receiver as required under Section 246(2) and Rule 126 of the BIA. Parties using this Second Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

8. Unless otherwise stated, all dollar amounts contained in this Second Report are expressed in Canadian dollars.

ACTIVITIES OF THE RECEIVER

- 9. The Receiver has undertaken the following activities in the period since the First Report:
 - (a) continued efforts with the Property management staff and the Broker to ensure health and safety measures in respect of the Covid-19 Pandemic were followed in respect of organizing showings of the Property and visits by tradespeople;
 - (b) continued discussions with RCC to address deficiencies in their rent and other terms associated with the lease of the Property;
 - (c) continued to work with TCF to ensure the property was properly managed and that required repairs and safety improvements were promptly attended to;
 - (d) reviewed and responded to inquiries from creditors;
 - (e) made disbursements for invoices received for goods and services provided in respect of the Property; and
 - (f) completed negotiations with the purchaser to complete the agreement of purchase and sale being presented for approval.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

10. Attached as Appendix "B" to the First Report is the Statement of Receipts and Disbursements for the period September 21, 2021 to March 31, 2022. Attached hereto as

Appendix "B" is the Receiver's Statement of Receipts and Disbursements for the period from April 1, 2022 to June 8, 2022 (the "**R&D**"). The Receiver is collecting rents from tenants and making disbursements in respect of costs associated with the Property and professional fees. The closing cash balance as at June 8, 2022 is \$29,152.37.

SALE PROCESS

- 11. Immediately after its appointment and as authorized by the Appointment Order, the Receiver initiated a request for proposals for the marketing and sale of the Property to well known brokers in the commercial real estate space. The Receiver received three separate proposals and ultimately selected Ms. Susan Iriate of Royal Lepage Commercial Realty who specializes in the sale of places of worship. The Property was marketed and listed for sale on November 9, 2021 on the Canadian Multi Listing Service ("MLS") with an asking price of \$1.75 million dollars.
- 12. As set out in the First Report, several conditional offers were entered into which failed to close. The Receiver accepted an offer to purchase the Property from 1580268 Ontario Ltd. (the "Purchaser") on March 15, 2022, subject to certain typical conditions, including inspection and financing (the "Sale Agreement"). Redacted copies of the Sale Agreement and the amendment to the Sale Agreement are attached hereto as Appendix "C". A copy of the unredacted Sale Agreement, together with the amendment to the Sale Agreement, will be separately provided to the Court as Confidential Appendix "1".
- 13. These conditions in favour of the Purchaser were waived and a final price negotiated. The Copies of the waivers are attached as **Appendix "D"**. The Purchaser assigned the Sale Agreement to a related company, 1000204128 Ontario Inc. (the "**Assignee**") by agreement

dated June 1, 2022, a copy of which is attached as **Appendix "E"**. The closing date has been agreed as July 7, 2022, subject to court approval.

APPROVAL OF THE PURCHASE AND SALE AGREEMENT

- 14. The Receiver and the Broker have negotiated multiple previous offers in respect of the Property. Each of these conditional offers failed to close. The Receiver believes that the Sale Agreement represents a fair value for the Property and that prolonged exposure to the market will not materially increase the realizable value of the Property and will result in additional costs being born by Coldpoint for the maintenance and upkeep of the Property.
- 15. The Receiver respectfully requests that the Court approve the Sale Agreement and vest the Property in and to the Assignee upon satisfaction of the closing conditions set out in the Sale Agreement. The Receiver respectfully requests that the Court seal Confidential Appendix "1" until the sale transaction has closed and the Receiver has delivered its Receiver's Certificate in accordance with the proposed order, as publicly disclosing same may be prejudicial to a further sales process if required.
- 16. The Sale Agreement requires that RCC deliver up vacant possession of the sanctuary on the closing of the transaction. The Assignee has agreed to permit RCC to continue its lease of the sanctuary at the Property until such time as the Assignee provides 30-days written notice to RCC. It is our understanding that RCC is amendable to such terms. RCC has also requested that the Receiver agree to a mutual termination clause of its lease on 30-days notice in the event that the proposed transaction does not close.

All of which is respectfully submitted at Toronto, Ontario this 8th day of June, 2022.

DELOITTE RESTRUCTURING INC.,

solely in its capacity as the Court-appointed Receiver and Manager of Trinity Centres Cambridge and not in its personal or corporate capacity

Per: _____

Toni Vanderlaan, CPA,CA, CIRP, LIT

Senior Vice-President

Handerlaan

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

COLDPOINT HOLDINGS LTD.

and

TRINITY CENTRES CAMBRIDGE

Applicant

Respondents

Court File No. CV-21-0000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Kitchener, Ontario

SECOND REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER

JUNE 8, 2022

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West Suite 3200, TD West Tower

Toronto, ON M5K 1K7

Leanne M. Williams (LSO #41877E)

Email: <u>lwilliams@tgf.ca</u> Tel: (416) 304-1616

Fax: (416) 304-1313

Lawyers for the Court-Appointed Receiver,

Deloitte Restructuring Inc.

APPENDIX "D"

Endorsement of Justice Penny dated November 18, 2022



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.:	CV-21	-00672899-00CL	DATE:	18 November 2022
				NO. ON LIST:
TITLE OF PROCEEDIN	NG: RIVER	CITY CHRISTIAN REFOR	RMED CH	URCH v. SINGH et
BEFORE JUSTICE:	Penny	ai		
PARTICIPANT INFOR	RMATION			
or Plaintiff, Applicant, Moving Party, Crown:				
Name of Person	Appearing	Name of Party	У	Contact Info
Sara Erskine		PL		Sara.erskine@wehlitigation.com
Vincent DeMarco		PL		Vincent.demarco@wehlitigation.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
LeeAnne Williams	Receiver	lwilliams@tgf.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE PENNY:

This matter began in Kitchener but was transferred to Toronto because of the receivership issues. The main asset of the debtor company, Trinity Centres Cambridge, has been sold. The plaintiffs would like to proceed with their action (in Kitchener) and the Receiver would like to complete its work and be discharged. There appear to be two complicating factors. The first is the Receiver's claim, on behalf of TCC, for arrears of rent alleged to be owing by the plaintiff. The second is the secured creditor's costs of responding to the plaintiff's motion to appoint a receiver. In my view, the lease issue should be resolved in the context of the receivership. The costs issue is a claim by Coldpoint Holdings in the action, and should be resolved in the context of the action, once the receivership is done.

The parties are in agreement that the outstanding lease arrears issue should be resolved as expeditiously as possible. To this end:

the Receiver shall deliver a detailed "claim" for the arrears of rent by November 30, 2022

the plaintiff shall deliver a detailed "defence and counterclaim" by December 12, 2022

the Receiver shall deliver a "reply", if any, by December 19, 2022

both parties shall deliver document requests by January 6, 2023

responses to these requests shall be delivered by January 13, 2023.

There shall be a further case conference before me on January 19, 2023 at 9:30 AM for 30 minutes to review the status and schedule next steps and a hearing date for resolution of this dispute.

By common agreement, the Receiver's material shall also deal with its proposed scheme of distribution. To the extent the plaintiff has objections, these too shall be identified and resolved within the framework laid out for the lease arrears issue.

Penny J.

APPENDIX "E"

Loan Agreement dated March 5, 2020

APPENDIX "E"

LOAN AGREEMENT

This Agreement is made the 5th day of March, 2020

BETWEEN

COLDPOINT HOLDINGS LIMITED

(the "Lender")

- and -

TRINITY CENTRES CAMBRIDGE

(the "Borrower")

WHEREAS the Borrower wishes to borrow and the Lender has agreed to lend to the Borrower \$2,024,800.00 CAD, on the terms hereinafter set out;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants and agreements between the parties hereinafter set out and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties hereby agree as follows:

- 1. **Loan Facility**: the Lender hereby agrees to provide to the Borrower a non-revolving loan up to the maximum aggregate amount of \$2,024,800.00 comprised of: (i) an acquisition loan (the "**Acquisition Loan**") in the amount of \$1,384,800.00 for assistance with the Borrower's purchase of the property municipally known as 15 Wellington Street, Cambridge, Ontario and more particularly described in Schedule "A" attached hereto (the "**Lands**"); and (ii) a renovation loan (the "**Renovation Loan**" and together with the Acquisition Loan, collectively the "**Loan**") in the amount of \$640,000.00 for the purpose of financing certain renovations to the existing structure(s) on the Lands (the "**Renovations**"), such Renovation Loan to be advanced in accordance the terms and conditions more particularly set out herein.
- Acquisition Loan: The Acquisition Loan will be made available in a single draw and will be
 advanced to the Borrower on the date the Borrower completes the purchase of the Lands,
 subject to the satisfaction of the Conditions Precedent to Acquisition Loan set out herein.
- 3. Conditions Precedent to Acquisition Loan: On or before the advance of the Acquisition Loan, the following conditions shall have been satisfied: (a) the Borrower shall have provided to the Lender an executed copy of the agreement of purchase and sale regarding the Borrower's purchase of the Lands; (b) the Security Documents (as defined below) shall have been executed and delivered to the Lender and registered with the priority required herein at all appropriate registration offices, as applicable; (c) the Borrower shall have delivered to the Lender a certificate of property insurance for the Lands showing the Lender as an additional insured and first mortgagee and loss payee; (d) the Borrower shall have provided to the Lender an up-to-date PIN (or PINs) for the Lands and title to the Lands shall be satisfactory to the Lender, in its sole discretion; (e) the Borrower shall have provided evidence to the Lender that all realty taxes, local improvement charges and utilities with respect to the Lands have been paid (or will

be paid on closing of the acquisition of the Lands); and (f) the Lender having received either a title opinion from the Borrower's counsel or a lender's title insurance policy in a form and substance satisfactory to the Lender, in respect of the Mortgage (as defined below) against the fee simple interest of the Borrower in the Lands.

- 4. Conditions Precedent to Renovation Loan: The Renovation Loan shall not be available to the Borrower until: (i) the Conditions Precedent to the Acquisition Loan have been satisfied; (ii) the Borrower has confirmed to the Lender that it has hired a reputable general contractor (the "Contractor"), satisfactory to the Lender, acting reasonably, to carry out the Renovations. In this regard, the Borrower confirms that it has hired Schiedel Construction as its contractor and the Lender confirms it is satisfied with respect to same; and (iii) the Lender has received a certificate from the Borrower's architect and/or Contractor attaching the plans and specifications for the Renovations and confirming that such Renovations will comply with all applicable municipal and other governmental zoning and land use bylaws and regulations.
- Advances of the Renovation Loan: Draws under the Renovation Loan shall be made available to the Borrower as follows:
 - (a) advances of the Renovation Loan ("Advances") shall be made from time to time during the Term (as hereinafter defined), in amounts of not less than \$50,000.00 per advance, based on the progress of the Renovations. Advances are to be made no more frequently than once per calendar month;
 - (b) each request for an Advance (an "Advance Request") shall be made in writing, signed by a senior employee of the Borrower and include a certificate by a senior officer of the Contractor certifying the following: (i) the value of the work completed to date, (ii) the estimated cost to complete the Renovations and (iii) that construction of the Renovations to date has been carried out in accordance with the plans and specifications initially delivered to and approved by the Lender, and all applicable laws, building codes and any building permits opened in connection with the Renovations; and
 - (c) the Lender shall hold back from each Advance ten percent (10%) of the amount of such Advance, or any other amount sufficient to protect the priority of the Lender's security under any applicable construction or builder's lien legislation. Such holdbacks shall be released when the time within which any such liens related to the construction of the Renovations may be claimed has expired, and no claims with respect to same remain outstanding. In this regard, the Borrower shall publish and submit to the Lender the dates/certificates of substantial and final completion of the Renovations in the manner provided under any applicable construction and builder's lien legislation.
- 6. **Agreement to Pay**: the Borrower hereby agrees with the Lender to pay to the Lender all amounts outstanding under the Loan pursuant to the terms of this Loan Agreement.
- 7. **Term**: the term of the Loan shall be for ten (10) years commencing on the date of the advance of the Acquisition Loan and repayable on the 10th anniversary of such date, including all outstanding interest accrued thereon to the date of repayment (the "**Maturity Date**"), unless otherwise accelerated pursuant to Section 16.

- 8. **Interest Rate**: 2.00% per annum, calculated yearly, not in advance and accrued and payable on the Maturity Date, unless otherwise accelerated pursuant to Section 16.
- Prepayment: The Loan and all accrued and unpaid interest is fully open for repayment at any time, in part or in full, without penalty upon prior written notice to the Lender.
- 10. **Security**: As general and continuing security for the payment and performance by the Borrower of its obligations to the Lender herein, the Borrower covenants and agrees to deliver to the Lender the following (the "**Security Documents**") completed in a form and manner satisfactory to the Lender's lawyers, acting reasonably:
 - (a) a first-ranking Collateral Mortgage securing the principal amount of \$2,500,000.00 (the "Mortgage") to be registered against title to the Lands;
 - (b) a general assignment of rents and leases to be registered against title to the Lands;
 - (c) a site specific general security agreement;
 - (d) assignment of insurance, contracts and warranties with respect to the Lands with the Lender listed as first mortgagee, additional insured and loss payee on the Borrower's property insurance policy;
 - (e) an environmental warranty and indemnity with respect to the Lands; and
 - (f) any other legal documentation considered necessary by the Lender's solicitors whether prior or subsequent to advancing funds, to preserve efficacy and ranking of the Lender's security.
- Condition: The Lender shall have no obligation to make any advance under the Loan unless
 and until the Borrower has executed and delivered the Security Documents to and in favour of
 the Lender.
- 12. **Representations and Warranties of the Borrower**: The Borrower represents and warrants to the Lender, which representations and warranties shall be deemed to be continuously repeated so long as any amounts or commitments remain outstanding under this Agreement, that:
 - (a) the Borrower:
 - is duly organized and validly existing under the laws of its jurisdiction of incorporation or organization and is duly qualified to carry on business in each jurisdiction in which it owns property or assets or carries on business;
 - ii. has the power and authority to own or lease its property, carry on business, enter into this Agreement and the Security Documents to which it is a party, and to perform its obligations hereunder and thereunder;
 - iii. has the power and authority to execute, deliver and perform its obligations under this Agreement and the Security Documents to which it is a party, and all

other actions required to do so have been taken;

- iv. has duly executed and delivered this Agreement and the Security Documents to which it is a party, and each such document or agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, subject to the rights of creditors generally and to the rules of equity; and
- v. the execution, delivery and performance by it of this Agreement, each Security Document to which it is a party, and the transactions contemplated thereby does not, and will not, contravene, violate or result in a breach of, its constating documents, any by-law, any shareholders' agreement, applicable laws, regulations or material contracts;
- there is no material litigation, investigation, claim or proceeding pending, or to the knowledge of the Borrower, threatened, by or against it or its respective assets;
- (c) it has good and marketable title to its property and assets free and clear of all liens, security interests, encumbrances or other claims, other than those expressly permitted in this Agreement or by the Lender in writing;
- (d) it is in compliance with, and operates its organization in compliance with, all applicable laws and regulations (including environmental, labour and employment, tax, health and safety, anti-money laundering, sanctions, and Canadian trade laws and regulations); and
- (e) it has in full force and effect policies of insurance with sound and reputable insurance companies in such amounts, with such deductibles, and covering such risks as are customarily carried by companies engaged in similar businesses. All premiums with respect to such policies that are due and payable have been paid.
- 13. **Positive Covenants:** So long as any amounts or commitments are outstanding under this Agreement, the Borrower covenants and agrees with the Lender that it shall:
 - (a) maintain and preserve its existence, organization and status in its jurisdiction of formation and in each jurisdiction in which it carries on business and make or obtain, and maintain in good standing, all corporate or other applicable filings, permits, licenses, registrations and approvals necessary to do so and required to own and operate its assets;
 - (b) maintain adequate insurance on its business, property and assets, including the Lands, in such amounts and covering such risks as are acceptable to the Lender, with the Lender noted as loss payee on property insurance policies and additional insured on liability insurance policies, and provide the Lender with not less than 30 days' prior written notice of any cancellation or change in insurance;
 - (c) maintain its property and assets, including the Lands, in good repair and working condition (ordinary wear and tear excepted) and continue to carry on the business currently being conducted by the Borrower at the date of this Agreement in accordance with standard practice for a church of a similar size and character in a comparable

location;

- (d) comply in all material respects with all applicable laws, regulations, permits and approvals (including, without limitation, environmental, health and safety, labour and employment, anti-money laundering, sanctions, and Canadian trade laws and regulations) and all building, occupancy and other permits, licenses and approvals; and
- (e) pay, when due, all required taxes and remittances including, without limitation, any applicable corporate taxes, income taxes, real property taxes, all employee source deductions (including income taxes, employment insurance and Canada pension plans), sales taxes (both federal and provincial), payroll taxes and workers compensation payments and file, in a timely fashion, all required tax returns and reports.
- 14. **Negative Covenants**: So long as any amounts or commitments are outstanding under this Agreement, the Borrower covenants and agrees with the Lender that it shall not, without the prior written consent of the Lender:
 - (a) create, incur, assume or permit to exist any indebtedness for borrowed money or guarantee or agree to indemnity the obligations of any other person, other than indebtedness to the Lender under this Agreement;
 - (b) create, grant, incur or permit to exist any lien, security interest, charge, mortgage, pledge, right or encumbrance of any nature on any of its assets, property or undertaking now owned or hereafter acquired, other than the security interests in favour of the Lender created by the Security Documents; and
 - (c) encumber, sell, assign or otherwise dispose of the Lands without the prior written consent of the Lender. For clarity, the Lender acknowledges and confirms that the Borrower is permitted to lease, licence, sub-lease, and/or sub-licence the Lands to one or more third parties.
- 15. Events of Default: Following the occurrence of any one or more of the following events (each, an "Event of Default"), the Lender may accelerate the payment of any or all principal and interest owing that is not otherwise payable on demand, and cancel its commitments under this Agreement:
 - (a) the Borrower fails to pay (i) any principal amount owing under this Agreement when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest, fee or other non-principal amount payable under, or in connection with, this Agreement when due and payable and such failure remains unremedied for a period of five (5) days;
 - (b) any representation, warranty, certification or other statement of fact made or deemed made by or on behalf of the Borrower, in any Security Document or in any certificate or other document furnished to the Lender under or in connection with this Agreement proves to have been false or misleading in any material respect;
 - (c) the Borrower fails to perform or observe any covenant, term, condition or agreement

contained in this Agreement or any Security Document (other than as provided in (a) or (b) above), and such failure continues unremedied for a period of ten (10) days after its written notice of such failure to the Borrower from the Lender:

- there is a Change of Control of the Borrower, as reasonably determined by the Lender;
 or
- (e) the Borrower:
 - i. (A) commences or institutes any application, proceeding or other action under any statute, rule or regulation relating to bankruptcy, insolvency, winding-up, reorganization, administration, plans of arrangement, relief or protection of debtors for itself or for all or any part of its assets, or (B) has commenced against it in a court of competent jurisdiction any application, proceeding or other action of a nature referred to in (A) which (i) results in the entry of an order for relief or any such adjudication or appointment, or (ii) remains undismissed, undischarged, unstayed or unbonded for forty-five (45) days;
 - ii. makes a general assignment for the benefit of its creditors;
 - has a receiver, interim receiver, receiver manager or other trustee appointed with respect to all or any part of its assets; or
 - becomes unable to, or admits in writing its inability to, pay its debts as they become due, or commits any other act of bankruptcy.

For the purposes of this Section 15, "Change of Control" means (i) any event as a result of or following which any person or organization other than Trinity Centres Foundation holds the right to cast more than 50% of the votes at a meeting of the members of the Borrower; or (ii) the sale or other transfer of all or substantially all of the assets of the Borrower.

- 16. Remedies on Default: In addition to any other rights of the Lender hereunder, following the occurrence of an Event of Default, the obligations of the Lender to make any further loans or extend any further credit under this Agreement shall automatically be terminated and all amounts outstanding under this Agreement shall become immediately due and payable without any notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are expressly waived by the Borrower). On acceleration of the payment of principal and interest hereunder:
 - the Borrower shall immediately pay to the Lender all amounts outstanding under this Agreement, including all principal, interest and fees, as applicable;
 - (b) the Security Documents shall become immediately enforceable;
 - (c) the Lender may, in its sole discretion, exercise any right or recourse and proceed by any action, suit, remedy or proceeding against the Borrower as the Lender is entitled to take under any applicable law, this Agreement, the Security Documents and any other documents and agreements delivered in connection with this Agreement for the recovery

and payment in full of all obligations of the Borrower to the Lender, and may take such other action as the Lender in its sole discretion deems advisable to enforce its rights and remedies, all without any notice, presentment, demand, protest or other formality, all of which are expressly waived by the Borrower; and

(d) no remedy for the enforcement of the rights of the Lender shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination with any other remedy.

17. **Due on Sale:** The Borrower agrees that:

- (a) if the Property is Transferred without the Lender's prior written consent, the Lender shall have the right, at its sole option, to immediately declare all outstanding amounts of the Loan and all accrued and unpaid interest thereon to the Lender immediately due and payable. Consent to one such Transfer shall not be deemed to be a waiver of the right to require consent to future or successive transactions;
- (b) the Borrower will provide reasonable notice to the Lender of any anticipated or impending transaction which would require the consent of the Lender under this Section 17 and any other section of this Agreement, together with such reasonable information as the Lender may require to determine whether or not to grant its consent thereto.

In this Agreement, "Transfer" means (a) any conveyance, assignment, transfer, sale, granting or creation of an option or trust with respect to, or other disposition of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) any legal or beneficial interest in the Lands or any part thereof, (b) any Change of Control of the Borrower or any beneficial or unregistered owner of any part of the Lands from that existing as of the date of this Agreement, (c) any amalgamation, arrangement or other similar corporate change of the Borrower or any beneficial or unregistered of any part of the Lands from that existing as of the date of this Agreement, or (d) any agreement to do or complete any of the matters referred to in (a), (b) or (c) above. Notwithstanding anything herein contained to the contrary, the Lender acknowledges and confirms that the Borrower is permitted to lease, licence, sub-lease, and/or sub-licence the Lands to one or more third parties.

- 18. Indemnity: The Borrower agrees to indemnify and hold harmless the Lender and each of its affiliates and the directors, officers, employees, partners, agents, trustees, administrators, managers, advisors and representatives of it and its affiliates (each, an "Indemnified Party") from and against, any and all claims, damages, losses, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnified Party), incurred by any Indemnified Party or asserted against any Indemnified Party by any person (including the Borrower or any other Loan Party) other than an Indemnified Party, arising out of, in connection with, or by reason of:
 - (a) the execution or delivery of this Agreement or any agreement or instrument contemplated by this Agreement, the performance by the parties thereto of their respective obligations under this Agreement or any Security Document or the consummation of the transactions contemplated by such documents;

- (b) any actual or alleged presence or release of hazardous materials on or from the Lands, or any environmental liability related to the Borrower or any of its subsidiaries in any way; or
- (c) any actual or prospective claim, investigation, litigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnified Party is a party thereto,

provided that, such indemnity shall not be available to any Indemnified Party to the extent that such claims, damages, losses, liabilities or related expenses are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Party.

- 19. Notices: any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered mail (postage prepaid, return receipt requested) overnight courier service, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth below:
 - (a) If to the Borrower:

1439 rue Sainte-Catherine Ouest

Montreal, Quebec

H3G 1S6

Attention: Graham Singh

Telephone: E-mail:

(b) If to the Lender:

Coldpoint Holdings Limited 5068 Whitelaw Road - Unit 1 Guelph, Ontario N1H 6J3

Attention: David Wood

Telephone:

Email: dwood@apadvisers.com

Any communication so sent shall be deemed to have be given on the earliest of:

- (a) when actually delivered;
- (b) the first business day after deposit with an overnight courier serviced; or
- (c) the third business day after deposit in the mail, by registered mail, postage paid to the address of the intended addressee. unless on the date of mailing or on or before such third Business Day thereafter, there is a general disruption in the operation of the postal

service in Canada which does or is likely to delay delivery of mail, in which event such communications shall be personally delivered or sent by private prepaid courier.

Any party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

For the purposes of this Agreement the term "Business Day" means a day other than a Saturday, Sunday or legal holiday on which banks located in Toronto, Ontario are not open for general banking business.

- 20. **Successors and Assigns** This Agreement shall enure to the benefit of the Lender and the Borrower and their respective successors and assigns.
- 21. **Time** Time shall be of the essence of the Agreement
- 22. **Governing Law** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.
- 23. Entire Agreement This Agreement embodies the entire agreement of understanding between the Lender and the Borrower in this regard and supercedes all prior agreements and understandings between the parties relating to the subject matter hereof and thereof
- 24. **Counterparts -** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one document.

[SIGNATURE PAGE TO FOLLOW]

 $\textbf{IN WITNESS WHEREOF} \ \text{the parties have duly executed this Agreement on the date first written } \ \text{above}.$

Borrower:

Per:	Heles
	Name: Narima Whitman
	Title: Director and Secretary
	I have authority to bind the Borrower
Lende	er:
COLI	POINT HOLDINGS LIMITED
Per:	
	Name: David Wood

I have authority to bind the

Corporation

IN WITNESS WHEREOF the parties have duly executed this Agreement on the date first written above.

Borrower:

TRINITY CENTRES CAMBRIDGE

Per:

Name: Narima Whitman

Title: Secretary

I have authority to bind the Borrower

Lender:

COLDPOINT HOLDINGS LIMITED

Name. David Wood

Title: Chairman

I have authority to bind the

Corporation

SCHEDULE "A"

The Lands:

Municipal Address: 15 Wellington Street, Cambridge, Ontario

Legal Description

PT LT 18 PL 455 CAMBRIDGE AS IN D31327; CAMBRIDGE

PIN: 03817-0091 (LT)

and

LT 3 E/S WELLINGTON ST & S/S BEVERLY ST PL 615 CAMBRIDGE; CAMBRIDGE

PIN: 03817-0022 (R)

APPENDIX "F"

RCC Lease dated March 5, 2020

SINGLE TENANT LEASE AND OPTION AGREEMENT

Made as of March 5, 2020

Between

TRINITY CENTRES CAMBRIDGE

as Landlord

and

RIVER CITY CHRISTIAN REFORMED CHURCH

as Tenant

THIS SINGLE TENANT LEASE AND OPTION AGREEMENT made the 5th day of March, 2020. (this "Lease")

BETWEEN:

TRINITY CENTRES CAMBRIDGE

(hereinafter called the "Landlord"),

OF THE FIRST PART;

- and -

RIVER CITY CHRISTIAN REFORMED CHURCH

(hereinafter called the "Tenant"),

OF THE SECOND PART.

WITNESSES that, in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained, the Landlord and the Tenant covenant, acknowledge, understand and agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Lease:
 - (a) "Additional Rent" means all amounts payable by the Tenant under the terms of this Lease, whether payable to the Landlord or otherwise, over and above Basic Rent, and the Landlord shall have the same rights and remedies for recovery thereof as it has in respect of Basic Rent reserved hereunder.
 - (b) "Applicable Laws" means: (i) all statutes, laws, by-laws, codes, regulations, rules, ordinances, orders, permits, licenses, guidelines, notices, protocols, policies, directions, and other requirements or requests of any governmental, quasi-governmental, or other public authority having jurisdiction in force from time to time; and (ii) all regulations, rules, ordinances, orders, guidelines, notices, protocols, policies, directions, rules, best practices, or other requirements or established standards of the Landlord or Tenant's insurer and/or the Insurers' Advisory Organization of Canada or similar body.
 - (c) "Basic Rent" means those amounts set out as Basic Rent in Article 4 of this Lease.
 - (d) "Building" means all the structure(s) and appurtenances thereto erected on the property municipally known as 15 Wellington Street, Cambridge including (where applicable), all heating, ventilating, air-conditioning, mechanical, sprinkler and electrical equipment, machinery and installations, water, gas, sewage, telephone and other communications facilities and electric power services and utilities, and all footings, foundations and walls, existing or as constructed from time to time and any additions, reductions, deletions, alterations, substitutions and improvements made thereon or thereto from time to time.
 - (e) "Commencement Date" has the meaning ascribed to it in Section 3.1 herein;
 - (f) "Environmental Laws" has the meaning ascribed to it in Section 8.1 herein;
 - (g) "Event of Default" has the meaning ascribed to it in Section 15.1 herein;
 - (h) "Governmental Authority" means any federal, provincial, regional, municipal or local government or governmental authority, office or official having jurisdiction, or any political subdivision of any of them, or any entity, authority, agency or court or entity exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, governmental authority, office or official or other political subdivision thereof;

- (i) "Hazardous Substances" has the meaning ascribed to it in Section 8.1 herein;
- (j) "Landlord's Architect" means a qualified architect, engineer or Ontario Land Surveyor from time to time chosen by the Landlord.
- (k) "Lands" means those lands and premises known municipally as 15 Wellington Street, Cambridge and legally described in Schedule "A" (Legal Description of Lands) attached hereto including (where applicable), all outside areas, landscaped and sodded areas, roadways and driveways, cul-de-sacs, all permitted signs, ramps and parking areas, existing or as constructed from time to time, and any additions, reductions, deletions, alterations, substitutions and improvements made thereon or thereto from time to time.
- (l) "Lease" means this Lease and any amendments and alterations from time to time made to this Lease in accordance with the provisions herein set out.
- "Leasehold Improvements" where used in this Lease, includes without (m) limitation, all fixtures, improvements, installations, alterations additions, repairs and replacements from time to time made, erected or installed in or about the Premises, including any of the same which pre-exist this Lease, and including all telecommunications and computer and other technology wiring, conduits and the like (located in or serving the Premises), and all supplemental heating, ventilating air conditioning and humidity control equipment, and includes all cabling, conduits, connections and attachments associated therewith (located in or serving the Premises), raised floors, internal stairways as well as the following, whether or not any of the same are in fact Tenant's fixtures or trade fixtures and whether or not they are easily disconnected and moveable: doors, partitions and hardware; mechanical, electrical and utility installations; carpeting, drapes, other floor and window coverings and drapery hardware; decorations; heating, ventilating and air-conditioning and humidity control equipment; lighting fixtures; built in furniture and furnishings; counters in any way connected to the Premises or to any utility services located therein;
- (n) "Permitted Use(s)" has the meaning ascribed to it in Section 7.6 herein;
- (o) "Premises" means the Lands and the Building.
- (p) "Rent" means collectively, Basic Rent and Additional Rent;
- (q) "Required Information" has the meaning ascribed to it in Section 7.5 herein;
- (r) "Restoration" has the meaning ascribed to it in Section 7.15 herein;
- (s) "Restoration Date" has the meaning ascribed to it in Section 7.16(a) herein;
- (t) "Security Deposit" has the meaning ascribed to it in Section Error! Reference source not found. herein;
- (u) "Signage" has the meaning ascribed to it in Section Error! Reference source not found. herein:
- (v) "Taxes" means all taxes, rates, duties, levies and assessments whatsoever, whether municipal, parliamentary or otherwise, levied, charged or assessed upon the Lands and Building, or upon any part or parts thereof, and upon all improvements now or hereafter erected or placed on the Lands, or charged against the Landlord or the Tenant on account thereof, including local improvement charges but excluding any taxes such as corporate, income, profit and excess profit taxes assessed upon the income of the Landlord. In addition to the foregoing, Taxes shall include any and all taxes, charges, levies or assessments which may in the future be levied, charged or assessed in lieu thereof or in addition thereto. Taxes shall also include all costs and expenses incurred by the Landlord or Tenant in obtaining or attempting to obtain a reduction or prevent an increase in the amount of such Taxes.
- (w) "Tenant's Improvements" has the meaning ascribed to it in Section 11.1 herein;

- (x) "Term" means that term set out in Article 3 of this Lease or as such term may be altered, extended or reduced in accordance with the provisions of this Lease.
- 1.2 The following Schedules form part of this Lease:

Schedule "A" - Legal Description of Lands

ARTICLE 2 - DEMISE

2.1 The Landlord hereby leases to the Tenant the Premises.

ARTICLE 3 – TERM

3.1 To have and to hold the Premises for and during the Term of ten (10) years commencing on the 14th day of February, 2020 (the "Commencement Date"), and ending on the 14th day of February, 2030.

ARTICLE 4 – TENANT OPTION TO PURCHASE

- 4.1 In consideration of the payment of \$506,200 by the Tenant to the Landlord (the "Option Fee"), and provided the Tenant is not in default beyond all notice and applicable cure periods hereunder, the Tenant shall have the right to purchase the Premises at any time during the Term of this Lease upon giving no less than three (3) months' prior written notice to Landlord (the "Purchase Notice") of the Tenant's intention to exercise the Option to Purchase the Premises.
- 4.2 The Option Fee shall be non-refundable and shall be paid by the Tenant to the Landlord as follows:
 - (a) \$346,200 on completion of the purchase of the Premises by the Landlord from Trustees of First United Church, pursuant to an Agreement of Purchase and Sale between the Landlord and Trustees of First United Church, dated May 15, 2019 (the "Purchase Agreement"); and
 - (b) \$160,000 on or before May 14, 2020.
- 4.3 If the Tenant exercises this Option to Purchase, then the Tenant shall purchase and the Landlord shall sell the Premises on an as-is/where-is basis with the closing date being thirty (30) days after the delivery of the Purchase Notice (the "Closing Date") and upon such other terms and conditions as mutually agreed to by the parties, acting reasonably. (the "Purchase Terms"). Upon the closing of the purchase pursuant to the abovementioned Purchase Terms, this Lease shall terminate and end. The purchase price for the Premises (the "Purchase Price") shall be calculated as the sum of the following amounts:
 - (a) \$1,531,000, being the purchase price under the terms of the Purchase Agreement (the "Original Purchase Price");
 - (b) interest at a rate of 2.00% per annum on the Original Purchase Price, from the date of completion of the purchase by the Landlord from Trustees of First United Church, pursuant to the Purchase Agreement, to the Closing Date;
 - (c) the costs of any capital and leasehold improvements, repairs and replacements incurred by the Landlord in relation to the Premises ("Capital Costs Incurred") as well as the Landlord's legal, consultant and other costs associated with the Landlord's purchase of the Premises pursuant to the Purchase Agreement, preparation of this Agreement and all other legal and consultant costs associated with the Landlord and/or Tenant's use of the Premises ("Soft Costs Incurred"), which shall be substantiated by the Landlord by way of invoices, receipts and/or documentation if so requested by the Tenant, and
 - (d) interest at a rate of 2.00% per annum on Capital Costs Incurred and Soft Costs Incurred, from the date said costs were incurred to the Closing Date;

less the Option Fee.

- 4.4 Notwithstanding anything herein contained to the contrary, the Purchase Price shall in no event be lesser than the sum of:
 - (a) the amount required to fully payout and discharge any mortgages registered against the Premises prior to the Option to Purchase being exercised; and
 - (b) all transactional costs with respect to:
 - (i) the purchase of the Premises by the Landlord pursuant to the Purchase Agreement; and
 - (ii) the sale of the Premises to the Tenant.
- 4.5 The Option to Purchase shall expire without notice upon expiry or early termination of this Lease unless the option was exercised prior to such termination.
- 4.6 The Purchase Terms shall include a provision which states that the Tenant may not sell the Premises (the "Tenant Sale") prior to the tenth (10th) anniversary of the Closing Date, unless the Tenant delivers to the Landlord, on completion of the Tenant Sale, an amount equal to fifty percent (50%) of difference between the Purchase Price and the sale price under the Tenant Sale, less the costs of any capital and leasehold improvements, repairs and replacements incurred by the Tenant in relation to the Premises, which shall be substantiated by the Tenant by way of invoices, receipts and/or documentation if so requested by the Landlord. For clarity, following the tenth (10th) anniversary of the Closing Date, the Tenant may complete a Tenant Sale without meeting the foregoing requirements.

ARTICLE 5- BASIC RENT

- 5.1 Yielding and paying therefor yearly and every year during the Term unto the Landlord as Basic Rent for the Premises, without any set-offs, deductions or defalcations whatsoever, the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Basic Rent") of lawful money of Canada to be paid in advance in equal monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$20,833.33) on the first day of each and every month during the Term to the Landlord at Trinity Centre Cambridge, 1439 rue Sainte-Catherine Ouest, Montreal, Quebec, Ontario, or at such other place or places as the Landlord shall designate from time to time in writing, the first of such payments to be made on January 1, 2020. If the Term commences on any day other than the first day of a month, or ends on any day other than the last day of a month, Basic Rent and Additional Rent for the fractions of a month at the commencement and at the end of the Term shall be adjusted pro rata on a per diem basis.
- 5.2 Notwithstanding the provisions of Section 4.1, the Board of Directors of the Landlord may, at its option and in its sole discretion, following discussions with the Tenant, elect to discount Basic Rent at any amount for any given year of the Term, commencing on the anniversary of the Commencement Date, by written notice to the Tenant delivered no later than thirty (30) days prior to the commencement of the next ensuing year of the Term. Any discount, if any, shall be determined for a one year period only. The Landlord agrees that it shall, in determining the amount of the aforementioned discount consider the net income generated by the Tenant with respect to its use, licensing or sub-leasing of the Premises to third parties such revenue to be evidenced by the Tenant through substantiating documentation if requested by the Landlord. The Basic Rent as set in a given year of the Term shall not prejudice the right of the Board of Directors of the Landlord to require Maximum Basic Rent or any other amount up to such maximum in any given year of the Term.
- 5.3 In accordance with and subject to the provisions of Section 4.1 and Section 4.2, the parties agree that Basic Rent for the first year of the Term after discount shall be Fifty Thousand Dollars (\$50,000.00) of lawful money of Canada to be paid in advance in equal monthly installments of Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,166.67) on the first day of each and every month. For clarity, in the absence of any further notice to the contrary, Basic Rent in a given year of the Term shall be the Maximum Basic Rent.

5.4 The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Basic Rent and Additional Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of monthly postdated cheques or new documentation (as applicable).

ARTICLE 6 - TAXES

6.1 **Tenant to Pay Taxes**

The Tenant shall pay during the Term as Additional Rent all Taxes as and when the same become due and payable without interest or penalty, to the department, officer or bureau charged with the collection thereof, or in the event that the Landlord has paid such Taxes, the Tenant shall remit its payment to the Landlord. In the event that the Premises or a portion thereof are not separately assessed the Landlord, acting reasonably, shall calculate the Tenant's share of the Taxes applicable to the Premises and shall provide the Tenant with the justification for the calculation. The Landlord shall use a calculation based on proportionate share subject to adjustments for mitigating factors. The Landlord's determination, absent manifest error, shall be final and binding.

6.2 **Receipts for Taxes**

The Tenant, upon request of the Landlord, will promptly exhibit to the Landlord all paid bills for Taxes, which bills after inspection by the Landlord shall be returned to the Tenant within a reasonable time.

6.3 **Monthly Installments of Taxes**

The Landlord shall be entitled at any time or times, upon reasonable notice to the Tenant, to require the Tenant to pay to the Landlord monthly, on the dates for payment of monthly Basic Rent installments, as Additional Rent, an amount equal to one-twelfth (1/12) of the amount estimated by the Landlord to be the amount of the Taxes for the fiscal period of any taxing authority. The Landlord shall be entitled subsequently from time to time during such period to revise its estimate of such monthly amount and the said monthly amount shall be revised accordingly. All amounts received under this provision shall be applied in reduction of the actual amount of the Taxes for such period. If the amount received is less than the actual amount for such period, the Tenant shall pay such deficiency to the Landlord as Additional Rent within fifteen (15) days following receipt by the Tenant of notice of the amount of such deficiency. If the amount received is greater than the actual amount for such period, the Landlord shall either refund the excess to the Tenant as soon as possible after the end of the period in respect of which payments were made, or at the Landlord's option shall apply such excess against any amounts owing or becoming due to the Landlord by the Tenant.

6.4 Adjustments

If the Term of this Lease commences or ends on any day other than the first or last day, respectively, of a fiscal period of any taxing authority, the Tenant shall be liable only for the Taxes for such period as falls within the Term, determined on a per diem basis.

6.5 **Business Taxes**

The Tenant covenants to pay all taxes, charges, rates, duties and assessments levied and license fees in respect of the business carried on by the Tenant in and upon or by reason of its occupancy of the Premises.

ARTICLE 7 - TENANT'S COVENANTS

The Tenant covenants with the Landlord:

7.1 **Pay Rent**

To pay Basic Rent and all other amounts payable by the Tenant to the Landlord under this Lease as Additional Rent.

7.2 **Utility Charges**

To pay as the same become due respectively, all charges for utilities which, without limiting the generality of the foregoing, shall include telephone, water, gas, internet, cable and electrical power used upon or in respect of the Premises, and for all fittings, machines, apparatus, meters or other things leased or purchased in respect thereof and for all work or services performed by any corporation or commission in connection with such utilities.

7.3 Maintain and Repair

The Tenant accepts the Premises on an as-is/where-is basis. The Tenant, at its own expense, shall from and after the Commencement Date and throughout the Term or any extension thereof:

- (a) maintain and keep the Premises and every part thereof in a clean and sanitary condition and in accordance with all Applicable Laws and Governmental Authorities having jurisdiction directly or indirectly;
- (b) keep the Premises in good order and repair and painted or otherwise presentable;

provided however that the Tenant's obligations shall not extend to any major repairs or replacements that are capital in nature or needed to the structure or integrity of the Premises nor shall the Tenant be responsible for replacing structural elements or which require replacement due to reasonable wear and tear.

Notwithstanding the generality of the provisions of this Section, the Tenant shall comply with all applicable requirements of all Governmental Authorities respecting snow removal and weed control.

The Landlord shall not be required to replace any structural items or elements that are capital in nature mentioned above when damage or destruction of such item or element is caused by or contributed to by the deliberate or negligent act or omission of the Tenant, its suppliers or customers or by those for whom it is at law responsible or by the Tenant's breach of any term, proviso, condition or covenant herein.

7.4 Landlord May Repair

If the Tenant neglects to so maintain or to make such repairs promptly after notice, the Landlord may, at its option, do such maintenance or make such repairs at the expense of the Tenant, and in any and every such case the Tenant covenants with the Landlord to pay to the Landlord forthwith as Additional Rent all sums which the Landlord may have expended in doing such maintenance and making such repairs; provided further that the doing of such maintenance or the making of any repairs by the Landlord shall not relieve the Tenant from the obligation to maintain and repair.

7.5 **Assigning or Subletting**

The Tenant shall not assign or mortgage or encumber this Lease or sublet or franchise, license, grant concessions in, or otherwise part with or share possession of the Premises, or any part thereof, without the prior written consent of the Landlord.

In no event shall any assignment or subletting to which the Landlord has consented release the Tenant from its obligations to fully perform all the terms, conditions and covenants of this Lease.

7.6 **Permitted Use(s) of Premises**

The Tenant shall use and occupy the Premises only for the uses permitted under the existing zoning regulations and in strict compliance with all Applicable Laws (the "Permitted Uses").

7.7 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit or suffer any overloading of the floors thereof; and the Tenant shall take every reasonable precaution to protect the Building from danger of fire, water damage or the elements; and the Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in, on or about the Premises; and not to use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance in, at or on the Premises or cause any annoyance, nuisance or disturbance to the occupiers or owners of any adjoining lands and/or premises.

7.8 Entry by Landlord

The Tenant shall permit the Landlord and its servants or agents to enter upon the Lands and in the Building at any time and from time to time, on reasonable notice, for the purpose of inspecting and making any repairs to the Lands or Building for which it is responsible, and the Tenant shall not be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned thereby.

If the Tenant or its representative shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be necessary or permissible under this Lease, the Landlord or the Landlord's agent may enter the same, or in an emergency may forcibly enter the same, without rendering the Landlord or such agent liable therefor, and without in any manner affecting the covenants, obligations and agreement of the Tenant under the Lease.

7.9 **Indemnity**

The Tenant shall and hereby indemnifies and saves harmless the Landlord from any and all liabilities, fines, damages, costs, claims, demands, suits or actions of any nature or kind arising out of:

- (a) any breach, violation or non-observance by the Tenant of any of its covenants and obligations under the Lease;
- (b) any damage to property while said property shall be in or about the Premises and any injury to any licensee, invitee, agent, servant or employee of the Tenant, including death resulting at any time therefrom, occurring on or about the Premises, unless said damage or injury is a direct result of the gross negligence or wilful misconduct of the Landlord.

In the case the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation.

This indemnity shall survive the expiry or earlier termination of this Lease, in respect of any of the foregoing circumstances arising during the Term.

7.10 Exhibiting Premises

The Tenant shall permit the Landlord or its agents to exhibit the Premises to prospective new tenants during the last six (6) months of the Term or any extension thereof. The Landlord shall have the right within the same period to place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the Tenant's business, stating that the Premises or part thereof are to let, and the Tenant will not remove such notice or permit the same to be removed. The Landlord at any time during the Tenant's usual business hours may exhibit the Premises to prospective purchasers or mortgagees provided that it shall not unreasonably interfere with the Tenant's business.

7.11 Tenant Alterations/Leasehold Improvements

The Tenant shall not, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed, make or erect in, on or to the Premises any

installations, alterations, additions or improvements of any kind, or to do anything which might affect the proper operation of the electrical, heating, ventilating, air-conditioning, sprinkler, fire protection or other systems.

The Tenant's request for such consent shall be in writing and accompanied by an adequate description of the contemplated work, and where appropriate, working drawings and specifications therefor. In the event that the Landlord withholds its consent, it shall provide written reasons therefore and the Tenant shall be permitted to require the parties to submit to arbitration in accordance with the provisions of this Lease.

The Landlord's reasonable costs of having its architects, engineers or others examine such drawings and specifications shall be payable by the Tenant upon demand as Additional Rent.

The Landlord, acting reasonably, may require that any or all work to be done hereunder be done by contractors or workmen first approved by the Landlord, and all work shall be subject to inspection by and the reasonable supervision of the Landlord and shall be performed in accordance with all laws and any reasonable conditions or regulations imposed by the Landlord and completed in a good and workmanlike manner and with reasonable diligence in accordance with the approvals given by the Landlord.

The Tenant shall, at its own cost and before commencement of any work, obtain all necessary building or other permits and keep same in force and the Tenant shall promptly pay all charges incurred by it for any work materials or services and shall forthwith discharge any liens resulting therefrom.

If the Tenant fails to so discharge any liens, the Landlord may (but shall be under no obligation to) pay into court the amount required, or otherwise obtain a discharge of the lien in the name of the Tenant and any amount so paid together with all costs incurred in respect of such discharge shall be payable by the Tenant to the Landlord forthwith upon demand plus interest on all such amounts at the rate hereafter set out in this Lease.

The Tenant shall not create any mortgage, conditional sale agreement, or other encumbrance in respect of its leasehold improvements or trade fixtures nor shall the Tenant lease the same from any third party, nor permit any such encumbrance to attach to the Premises or to the Lands or Building. Notwithstanding anything herein contained, the Landlord may require that the Tenant, upon expiration of the Term and at the Tenant's sole expense, restore the Premises to the condition that they were in prior to such alterations and additions.

7.12 **Heating Building**

To heat the Building to a reasonable temperature to prevent the occurrence of any damage to the Building by cold or frost.

7.13 **Notice of Accidents**

To notify the Landlord promptly and in writing of any accident or damage to or defect in the Premises, the Lands, the Building, or any part thereof including the heating, ventilating, and air-conditioning apparatus, water and gas pipes, telephone lines, electrical apparatus or other building services.

7.14 Tenant Insurance

At its expense to maintain in force during the Term and any renewals thereof:

(a) comprehensive general liability insurance against claims for personal injury, death or property damage arising out of all operations of the Tenant, (including Tenant's legal liability, personal liability, property damage and contractual liability to cover all indemnities and repair obligations) with respect to the business carried on in and from the Premises, in amounts required by the Landlord and any mortgagee of the Premises or any part thereof from time to time but in no event less than Five Million Dollars (\$5,000,000.00) per occurrence;

- (b) a rental insurance policy in favour of the Landlord against loss of rents under this Lease in an amount equivalent to the Basic Rent and Additional Rent payable under this Lease for the maximum period for which such rental insurance is available. The Landlord shall credit to the Tenant all proceeds of such rental insurance paid to the Landlord in excess of the amount of any abatement of rent under paragraph 11.1 (Damage or Destruction);
- (c) plate glass insurance in an amount sufficient to replace all plate glass comprised in the Building and in the exterior walls, doors and windows thereof;
- (d) boiler and pressure vessel insurance, if applicable, up to a limit of not less than Three Million Dollars (\$3,000,000.00);
- (e) all risks direct damage insurance covering all chattels and fixtures and all leasehold improvements, installations, additions and partitions made by the Tenant or by the Landlord at the Tenant's expense, in an amount equal to the full replacement value thereof; and,
- (f) such other forms of insurance as may be reasonably required by the Landlord and any mortgagee from time to time.

All such insurance shall be with insurers and upon such terms and conditions as the Landlord reasonably approves, and copies of all policies or certificates of insurance shall be delivered to the Landlord prior to the commencement date of the Term and thereafter not less than fifteen (15) days prior to the expiration of any policy; all such policies shall include the Landlord and any mortgagees as named insured as their interests may appear (and where required by any mortgagee, shall contain the usual mortgage clause), and shall contain a cross-liability clause protecting the Landlord in respect of claims by the Tenant as if the Landlord were separately insured; all such policies shall also contain a provision prohibiting the insurer from altering or cancelling the coverage without first giving the Landlord thirty (30) days' prior written notice thereof; if the Tenant fails to take out and maintain in force such insurance, the Landlord may do so and pay the premiums and the Tenant shall pay the Landlord the amount of such premiums forthwith upon demand. If both the Landlord and the Tenant have claims to be indemnified under any such insurance, the indemnity shall be applied first to the settlement of the Landlord's claim and the balance, if any, to the settlement of the Tenant's claim.

7.15 Landlord Insurance

The Landlord shall maintain in force during the Term and any renewals thereof insurance against destruction or damage by fire and those additional perils contained in "extended perils" or "all risks" endorsements of insurance companies usual from time to time for similar risks to the extent of the full replacement value of the Building, the costs of which shall be borne by the Tenant and included in Additional Rent.

7.16 Surrender on Termination/Restoration

At the written request of the Landlord, the Tenant shall, at the end of the Term, at its sole cost do the following (the "Restoration"):

- if required by the Landlord, remove such of the Leasehold Improvements and restore the Premises and any other part of the Project affected thereby to the then current base building standard of the Building as established in its sole discretion by the Landlord from time to time, all as the Landlord shall require by notice prior to the expiration of the Term. Such Restoration shall be completed by the date (the "Restoration Date") that is the latter of:
 - (i) the end of the Term; and
 - (ii) fifteen (15) days after the Landlord's notice.

At the expiration or sooner termination of the Term, to deliver up possession of the Premises to the Landlord, together with all fixtures or improvements which the Tenant is required or permitted to leave therein or thereon, free of all rubbish and in a clean and tidy condition, and to deliver to the Landlord all keys and security devices.

If at the end of the Term, the Tenant vacates the Premises and leaves any goods or fixtures or any of its property whatsoever on or in the Premises, the Landlord shall have no obligation to account for such goods, fixtures or property and may sell or destroy the same or have them removed and/or stored, at the expense of the Tenant, or dispose of the same in any other manner whatsoever as may be determined by the Landlord in its sole discretion.

ARTICLE 8– ENVIRONMENTAL

8.1 **Definitions**

For purposes of this article, the following terms have the following meanings:

- (a) **"Environmental Laws"** means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction:
 - (i) relating to pollution or the protection of human health or the environment;
 - (ii) dealing with filings, registrations, emissions, discharges, spills, releases or threatened releases of Hazardous Substances or materials containing Hazardous Substances; and/or
 - (iii) regulating the import, storage, distribution, labelling, sale, use, handling, transport or disposal of a Hazardous Substance; and
- (b) "Hazardous Substance" means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law.

8.2 Compliance with Environmental Laws

Without limiting any other obligation of the Tenant in this Lease, the Tenant shall, at its sole cost and expense, observe and otherwise comply with, and cause its sublessees, invitees and all other occupants of the Premises to observe and comply with, all Environmental Laws. Without limiting the generality of the foregoing, the Tenant covenants and agrees that:

- (a) it shall not cause or permit any Hazardous Substances to be brought into, stored, kept or used in or about the Premises or any part thereof, other than any Hazardous Substances that are used in the ordinary course of the permitted use being carried on at the Premises and which are stored, kept and used in strict compliance with all Environmental Law pertaining thereto;
- (b) it shall not permit any emissions, discharges or releases of Hazardous Substances or materials containing Hazardous Substances from the Premises, other than where such occurs in the ordinary course of the permitted use being carried on at the Premises in strict compliance with all Environmental Laws pertaining thereto;
- (c) it shall not construct or install any other underground storage tank in the Premises; and
- (d) on the expiration or earlier termination of this Lease, it shall cause each and every Hazardous Substance which is then located on the Premises to be removed from the Premises in compliance with all Environmental Laws pertaining thereto.

8.3 **Notice of Orders**

The Tenant shall immediately provide the Landlord with written notice of any order, direction, notice of default or notice of legal action received by the Tenant pursuant to any Environmental Laws and relating to the Premises, the use and occupation of the Premises or the business carried on at the Premises.

8.4 **Right of Inspection**

The Landlord and its mortgagees and their agents, servants, employees and representatives shall have the right (but not the obligation), from time to time, to inspect (including the right to conduct an environmental audit or assessment) the Premises for the purpose of determining whether the Tenant is in compliance with its obligations in this Article. The Tenant shall pay, as Additional Rent, any reasonable costs incurred by the Landlord in making such inspections of the Premises if, by virtue of said inspection, the Tenant is determined to be in default under this Lease. Such costs shall be paid forthwith on demand as Additional Rent. The Tenant authorizes the Landlord to make inquiries from time to time with any "Governmental Authority" having jurisdiction in respect of matters relating to the Tenant's compliance with Environmental Laws at the Premises, and the Tenant agrees to provide any further authorizations as may be required to facilitate the obtaining of such information.

8.5 **Rectification of Breach**

In the event that the Landlord determines that the Tenant is in breach of its obligations in this Article, the Landlord may, without limiting any other rights or remedies it has, provide the Tenant with notice in writing of the breach, and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. In the event that the Tenant does not commence to rectify such breach within a reasonable time, the Landlord may, at its option and in its sole discretion, terminate this Lease without any further notice, or may rectify such breach at the cost of the Tenant, and the Tenant shall forthwith, on demand, reimburse the Landlord for the cost of rectification. Such amount shall be payable and collectible as Additional Rent.

8.6 **Remediation**

If any Governmental Authority shall require the clean-up of any Hazardous Substance held, released, spilled, abandoned or placed on the Premises or released into the environment, or if the clean-up of any Hazardous Substance is otherwise required on the Premises, the Landlord shall: (a) prepare all necessary studies, plans and proposals required as a result thereof; (b) obtain all necessary approvals of such authorities required to complete the remediation and other work required; (c) provide all bonds and other security required by such authorities; and (d) carry out and complete the remediation and other work required. In the event that any clean-up required on the Premises in accordance with this Section is caused by the Tenant, its sublessees, invitees and other occupants, all costs associated with the foregoing remediation obligations shall be paid by the Tenant and not the Landlord.

8.7 **Landlord Indemnity**

The Landlord shall and hereby indemnifies and saves harmless the Tenant, its agents, servants, employees and others for whom Tenant is in law responsible, against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, reasonable costs of professional advisors, consultants and experts in respect of any investigation, and all costs all remediation and other clean-up costs and expenses) arising in any manner whatsoever out of:

(a) any breach by it or those it is responsible for in law of any provisions of this Article 8, or any non-compliance with any Environmental Laws, unless such breach or non-compliance is caused in part or in whole by the Tenant, its sublessees, invitees and other occupants;

- (b) any generating, manufacture, refinement, treatment, transportation, storage, handling, disposal, transfer, production or processing of any Hazardous Substance in respect of the Premises, unless caused by the Tenant, its sublessees, invitees and other occupants; and
- (c) any illness, injury or death of persons, or any loss or damage to property, on or about the Premises, unless such illness, injury or death of persons, or any loss or damage to property is caused by the Tenant, its sublessees, invitees and other occupants.

8.8 **Survival of Obligations**

The covenants and agreements of, and indemnification by, the Tenant contained in this Article shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.

ARTICLE 9 - QUIET ENJOYMENT

9.1 The Landlord covenants with the Tenant for quiet enjoyment, subject to the provisions of this Lease hereof.

ARTICLE 10 - FIXTURES

10.1 Provided that the Tenant may remove its fixtures and chattels if all Rent and other charges due or to become due are fully paid; provided further, however, that all leasehold improvements, installations, additions, alterations, partitions and fixtures (other than trade or Tenant's fixtures in or upon the Premises) whether placed there by the Tenant or the Landlord shall be the Landlord's property upon the termination of this Lease without compensation therefor to the Tenant and shall not be removed from the Premises at any time either during or after the Term. Notwithstanding anything herein contained the Landlord shall be under no obligation to replace, repair or maintain such leasehold improvements, installations, additions, partitions and fixtures and the Landlord shall have the right upon the termination of this Lease by effluxion of time or otherwise or within thirty (30) days thereafter to require the Tenant to remove any or all its leasehold improvements, installations, alterations, partitions and fixtures or anything in the nature thereof made or installed by the Tenant and to make good any damage caused to the Premises by such installation or removal.

ARTICLE 11 - DAMAGE OR DESTRUCTION

11.1 If the Building or any portion thereof is damaged or destroyed by fire or by another casualty against which the Landlord is insured, and in the opinion of the Landlord, to be given to the Tenant within thirty (30) days of the happening of such damage or destruction, the damage can be repaired with reasonable diligence within one hundred and twenty (120) days from the date the Landlord has given its opinion, the Landlord shall with reasonable diligence repair and rebuild the Building. The Landlord's obligation to rebuild and restore the Building shall not include the obligation to rebuild, restore, replace or repair any chattel, fixture, Leasehold Improvements, installation, addition or partition of or made by the Tenant or any other thing that is the property of the Tenant (in this clause collectively called "Tenant's Improvements").

The Building shall be deemed restored and rebuilt and fit for the Tenant's purposes when the Landlord's Architect certifies that they have been substantially restored and rebuilt to the point where the Tenant could occupy them for the purpose of rebuilding, restoring, replacing or repairing the Tenant's Leasehold Improvements; the issuance of the certificate shall not relieve the Landlord of its obligation to complete the rebuilding and restoration as aforesaid, but the Tenant shall forthwith after issuance of the certificate proceed to rebuild, restore, replace and repair the Tenant's Leasehold Improvements, and the provisions of Section 7.11 shall apply to such work, mutatis mutandis.

11.2 Notwithstanding Section 11.1, if the damage or destruction is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy the Building and if in either event the damage, in the opinion of the Landlord, to be given to

the Tenant within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and twenty (120) days from the date the Landlord has given its opinion, then either the Landlord or the Tenant may within five (5) days next succeeding the giving of the Landlord's opinion as aforesaid, terminate this Lease by giving to the other notice in writing of such termination, in which event this Lease and the Term hereby demised shall cease and be at an end as of the date of such destruction or damage and the rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage; in the event that neither the Landlord nor the Tenant so terminate this Lease, then the Landlord shall repair the said building with all reasonable speed and the rent hereby reserved shall abate from the date of the happening of the damage until the damage shall be made good to the extent of enabling the Tenant to use and occupy the Building. In the event that the Landlord does not terminate this Lease the Landlord agrees to use its best efforts to rebuild the damaged or destroyed structure or any portion thereof in a manner substantially similar to the pre-existing structure to the extent permitted by current applicable laws and to the extent it receives insurance proceeds in connection with the damage or destruction. In no event shall the Landlord be obliged to expend any more funds then the amount received by way of insurance proceeds in relation to the damage or destruction.

ARTICLE 12 - INJURIES, LOSS AND DAMAGE

12.1 The Landlord shall not be responsible in any way for any injury to any person (including death) or for any loss of or damage to any property belonging to the Tenant or to other occupants of the Premises or to their respective invitees, licensees, agents, servants or other persons from time to time attending at the Premises while such person or property is in or about the Lands, the Premises, the Building, or any drive aisles, parking areas, landscaping, sidewalks, steps, platforms, corridors or stairways in connection therewith, unless said loss or damage is directly caused by the gross negligence or wilful conduct of the Landlord, including without limiting the foregoing, any loss of or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the Premises or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or for any loss or damage caused by or attributable to any interruption or failure in the supply of any utilities to the Premises or for any other loss whatsoever with respect to the Premises, goods placed therein or thereon or any business carried on therefrom.

ARTICLE 13 - IMPOSSIBILITY AND UNAVOIDABLE DELAYS

13.1 Whenever and to the extent either the Landlord or the Tenant is delayed or restricted in the fulfillment of any obligation hereunder (save and except for payment of Rent) by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligation or by reason of any other cause beyond its reasonable control, such party shall be relieved from the fulfillment of such obligation for the period of such delay.

ARTICLE 14 - RE-ENTRY

14.1 PROVISO for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

ARTICLE 15 - DEFAULT

15.1 Events of Default

If and whenever:

(a) all or any part of the Basic Rent or Additional Rent hereby reserved is not paid within seven (7) days of delivery of notice of default to the Tenant by the Landlord; or

- (b) the Term or any goods, chattels or equipment of the Tenant is or are seized or taken in execution or in attachment or if a creditor takes possession thereof or if a writ of execution is issued against the Tenant; or
- (c) the Tenant takes steps in furtherance of or suffers any order to be made for its winding-up or other termination of its corporate existence or becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding-up proceedings or if a receiver or receiver/manager shall be appointed for all or any part of the business property, affairs or revenues of the Tenant; or
- (d) the Tenant makes a bulk sale of its goods or moves or commences, attempts or threatens to move its goods, chattels and equipment, or any of them, out of the Premises (other than in the normal course of its business) or ceases to conduct business from the Premises; or
- (e) the Tenants fails to move into or take possession of the Premises or vacates or abandons the Premises in whole or in part or fails to actively carry on business therein or the Premises are used by any other person other than the Tenant for any other purpose than that for which the same were let; or
- (f) the Tenant fails to observe, perform and keep each and every covenant, agreement and term herein contained to be observed, performed and kept by the Tenant (other than payment of Basic Rent or Additional Rent) and persists in the failure after fifteen (15) days' notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or if any breach would reasonably require more than fifteen (15) days to rectify, unless the Tenant commences rectification within the fifteen (15) day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach); or
- (g) a report or statement required from the Tenant under this Lease is false or misleading except if it results from an innocent clerical error as determined by the Landlord;
- (h) any policy of insurance taken out by either Landlord or Tenant with respect to the Lands and Building shall be cancelled by reason of any act or omission of Tenant,

then the Landlord shall be entitled to any or all of those remedies set out in Section 15.2. Each of the foregoing circumstances constitutes an "Event of Default" for the purposes of this Lease.

15.2 Remedies on Default

Upon the happening of an Event of Default, the Landlord may, at its option, and in addition to and without prejudice to all rights and remedies of the Landlord available to it either by any other provision of this Lease or by statute or the general law:

- (a) be entitled to the full amount of the current month's rent and the next ensuing three (3) months' instalments of Basic Rent and Additional Rent which shall immediately become due and payable and the Landlord may immediately distrain for the same, together with any arrears then unpaid;
- (b) without notice or any form of legal process, forthwith re-let or sublet the Premises or any part or parts thereof for whatever term or terms and at whatever rent and upon whatever other terms, covenants and conditions Landlord considers advisable including, without limitation, the payment or granting of inducements all on behalf of Tenant; and on each such re-letting or subletting the rent received by the Landlord therefrom will be applied first to reimburse the Landlord for any such inducements and for any expenses, capital or otherwise, incurred by Landlord in making the Premises ready for re-letting or subletting; and secondly to the payment of any costs and expenses of re-letting or subletting including brokerage fees and legal fees on a solicitor and his own client basis; and third to the payment of Basic Rent and Additional Rent; and the residue, if any, will be

held by the Landlord and applied to payment of Basic Rent and Additional Rent as it becomes due and payable. If rent received from re-letting or subletting during any month is less than Basic Rent and Additional Rent to be paid during that month hereunder, Tenant will pay the deficiency which will be calculated and paid monthly on or before the first day of every month; and no re-letting or subletting of the Premises by Landlord or entry by Landlord or its agents upon the Premises for the purpose of re-letting or subletting or other act of Landlord relating thereto including, without limitation, changing or permitting a sub-tenant to change locks, will be construed as an election on its part to terminate this Lease unless a written notice of termination is given to Tenant; and if Landlord elects to re-let or sublet the Premises without terminating, it may afterwards elect to terminate this Lease at any time by reason of an Event of Default then existing;

- (c) seize and sell such goods, chattels and equipment of the Tenant as are in the Premises and may apply the proceeds thereof to all Basic Rent and/or Additional Rent to which the Landlord is then entitled under this Lease. Any such sale may be affected by public auction or otherwise, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its sole discretion may decide;
- (d) terminate this Lease by leaving upon the Premises notice in writing of the termination, and termination shall be without prejudice to the Landlord's right to damages; it being understood that the Tenant shall pay to the Landlord on demand as damages the loss of income of the Landlord to be derived from this Lease and the Premises for the unexpired portion of the Term had it not been terminated;
- (e) re-enter into and upon the Premises or any part thereof in the name of the whole and repossess and enjoy the same as if Landlord's former estate, anything herein contained to the contrary notwithstanding;

and the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, termination, re-letting, collecting sums due or payable by the Tenant or realizing upon assets seized or otherwise exercising its rights and remedies under this Section 15.2 including tenant inducements, leasing commissions, legal fees (on a solicitor and his own client basis) and all disbursements and the expense of keeping the Premises in good order, repairing the same and preparing them for re-letting.

In addition, and without limiting the generality of the foregoing provisions of this Section 15.2, upon the happening of an Event of Default, and whether or not this Lease is terminated in accordance with such provisions, the Landlord shall have no further liability to pay to the Tenant or any third party any amount on account or in respect of a refund of security deposits, prepaid rent or prepaid taxes, or any tenant inducement, leasehold improvement allowances, other concession or inducement otherwise provided to the Tenant under or with respect to this Lease, and any rent-free period otherwise provided to the Tenant hereunder shall be null and void and of no further force or effect and Basic Rent shall be payable in full hereunder without regard to any such rent-free period.

15.3 Availability of Remedies

The Landlord may from time to time resort to any or all of the rights and remedies available to it upon the occurrence of an Event of Default either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other additional rights or remedies available to the Landlord by statute or the general law.

ARTICLE 16 - ENTRY AS AGENT

16.1 Upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, shall have the right to enter the Premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefor and to re-let the Premises as the agent of the Tenant and to receive the rent therefor and as the agent of the Tenant to take possession

of any property on the Premises and to sell the same at public or private sale without notice and to apply the proceeds of such sale and any rent derived from re-letting the Premises upon account of the rent under this Lease and the Tenant shall be liable to the Landlord for the deficiency, if any, for the remainder of the Term as if such re-entry had not been made less the actual amount received by the Landlord after such re-entry in respect of any re-letting applicable to the remainder of the Term. The Tenant shall also reimburse the Landlord for all reasonable legal and other costs incurred as a result of such re-entry and re-letting.

ARTICLE 17 – LANDLORD'S RIGHTS OF TERMINATION

17.1 Upon the Landlord becoming entitled to re-enter upon the Premises under any of the provisions of this Lease, the Landlord, in addition to all other rights, (including without limitation, the right to recover damages for breach of covenant and loss of Rent suffered by reason of this Lease having been prematurely determined) shall have the right to determine forthwith this Lease and Term by leaving upon the Premises notice in writing of its intention so to do and thereupon rent and any other payments for which the Tenant is liable under the Lease shall be computed, apportioned and paid in full to the date of such determination of this Lease and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the same

ARTICLE 18 - NON-WAIVER

18.1 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained shall be cumulative and not alternative.

ARTICLE 19 - OVERHOLDING

19.1 If the Tenant shall continue to occupy all or part of the Premises after the expiration of this Lease with the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly tenant at a basic monthly rental equal to One Hundred and Ten Percent (110%) of the Basic Rent payable monthly during the last year of this Lease and otherwise on the terms and conditions herein set out except as to length of tenancy.

ARTICLE 20 - LANDLORD PERFORMING TENANT'S COVENANTS

20.1 If the Tenant fails to perform or cause to be performed any of the covenants or obligations of the Tenant herein, the Landlord shall have the right (but shall not be obligated) to perform or cause to be performed and to do or cause to be done such things as may be necessary or incidental thereto (including, without limiting the foregoing, the right to make repairs, installations, erections and expend monies) and all payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord forthwith upon demand.

ARTICLE 21 - PAYMENTS TO LANDLORD

21.1 All payments to be made by the Tenant under this Lease shall be made at such place or places as the Landlord may designate in writing, and to the Landlord or to such agent of the Landlord as the Landlord shall from time to time direct. The Tenant shall pay the Landlord interest on all overdue rentals including Basic Rent and Additional Rent or other amounts, all such interest to be calculated and compounded monthly from the date upon which the amount is first due or demanded until actual payment thereof and at a rate per annum equal to the greater of:

- (a) fifteen percent (15%); or
- (b) The Toronto-Dominion Bank's prime commercial lending rate of interest in effect in Canada from time to time plus six percent (6%).

The Landlord may, at its option, apply all sums received from the Tenant to any Rent or other amounts payable hereunder in such order as the Landlord sees fit.

ARTICLE 22 - LEGAL COSTS

22.1 If the Landlord shall commence an action for collection of Rent or other sums payable under this Lease or if the same shall be collected upon the demand of a solicitor or if the Landlord shall commence an action to compel performance of any of the terms, conditions, covenants or provisions under this Lease or for damages for failure of the Tenant to perform the same or if the same shall be performed upon the demand of a solicitor then, unless the Landlord shall lose such action, the Landlord shall collect from the Tenant and the Tenant shall pay to the Landlord all reasonable solicitor's fees in respect thereof on a solicitor and his client basis.

ARTICLE 23 - MORTGAGES

23.1 Subordination of Lease

At the option of the Landlord, this Lease shall be subject and subordinate to any and all mortgages, charges and deeds of trust, which may now or at any time hereafter affect the Premises in whole or in part, or the Lands or the Building in whole or in part, whether or not any such mortgage, charge or deed of trust affects only the Premises or the Lands, or the Building, or affects other premises as well. On request at any time and from time to time of the Landlord or of the mortgagee, chargee or trustee under any such mortgage, charge or deed of trust, the Tenant shall promptly, at no cost to the Landlord or mortgagee, chargee or trustee:

- (a) attorn to such mortgagee, chargee or trustee and become its tenant of the Premises or the tenant of the Premises of any purchaser from such mortgagee, chargee or trustee in the event of an exercise of any permitted power of sale contained in any such mortgage, charge or deed of trust for the then unexpired residue of the Term on the terms herein contained, and/or
- (b) postpone and subordinate this Lease to such mortgage, charge or deed of trust to the intent that this Lease and all right, title and interest of the Tenant in the Premises shall be subject to the rights of such mortgagee, chargee or trustee as fully as if such mortgage, charge or deed of trust had been executed and registered and the money thereby secured had been advanced before the execution of this Lease (and notwithstanding any authority or consent of such mortgagee, chargee or trustee, express or implied, to the making of this Lease)

provided that the Tenant is provided with reasonable written assurance from the mortgagee, chargee or trustee that this Lease and the Tenant's rights hereunder shall continue undisturbed while the Tenant is not in default despite default under any such mortgage, charge or deed of trust.

Any such attornment or postponement and subordination shall extend to all renewals, modifications, consolidations, replacements and extensions of any such mortgage, charge or deed of trust and every instrument supplemental or ancillary thereto or in implementation thereof. The Tenant shall forthwith execute any instruments of attornment or postponement and subordination which may be so requested to give effect to this section.

ARTICLE 24 - ASSIGNMENT BY LANDLORD

24.1 If the Landlord sells or leases the Premises, or its interest therein, or the Building or any part thereof, or assigns this Lease, and to the extent that the purchaser, lessee or assignee assumes responsibility for compliance with the covenants and obligations of the Landlord

hereunder, the Landlord without further written agreement will be discharged and relieved of liability under the said covenants and obligations.

ARTICLE 25 - GENERAL

25.1 Successors and Assigns, Gender and Number

This Lease and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, permitted successors and assigns, as the case may be, of each and every of the parties hereto, subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and where there is more than one tenant or there is an individual party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

25.2 Whole Agreement

This Lease contains the whole agreement between the parties with respect to the subject matter of this Lease. There is no representation, warranty, collateral agreement or condition affecting the Lands, the Building, the Premises or this Lease, or supported by this Lease other than as expressed in this Lease. The schedules to this Lease form part of this Lease. Notwithstanding the Commencement Date of the Term, the provisions of this Lease will have effect and bind the parties hereto from the date of execution hereof.

25.3 Amendments

This Lease may not be modified or amended except by instrument in writing signed by the Landlord and the Tenant.

25.4 Headings

The headings appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

25.5 Net Lease

This is a net lease. The Rent and all costs, expenses and obligations relating to the Premises shall be paid by the Tenant except as may otherwise be expressly provided in this Lease.

25.6 Interpretation of Lease

All of the provisions contained in this Lease are to be construed as covenants and agreements and if any provision is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions, which shall remain in force and be binding upon the Landlord and the Tenant.

25.7 Time of Essence

Time shall be of the essence of this Lease.

25.8 Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario.

25.9 **Arbitration**

If any issue shall arise between the Landlord and Tenant, which in accordance with the provisions of this Lease shall be determined by arbitration, in the absence of agreement between the Landlord and Tenant, such issue shall be determined by arbitration in accordance with the following:

- (a) Upon written notice by one party to the other, the parties shall meet and attempt to appoint a single arbitrator. If the parties are unable to agree on a single arbitrator then, upon notice given by either party to the other within ten (10) business days of such notice, the arbitrator shall be appointed upon application by either of the parties to a Judge of the Superior Court of Ontario pursuant to Section 8 (Powers of the Court) of the *Arbitration Act*, 1991 S.O. 1991, Ch. 17.
- (b) The provisions of the *Arbitrations Act* shall apply to such application.
- (c) The arbitrator shall forthwith hear and determine the issue. The decision of the arbitrator shall be made within thirty (30) days after the appointment of the arbitrator and shall be final and binding upon the parties hereto.
- (d) The arbitrator shall have the power to obtain the assistance of any expert and act on such assistance.
- (e) The compensation and expenses of the arbitrator shall be paid in equal proportions by the parties, subject to a decision made by the arbitrator as to an alternative equitable arrangement as to costs.

25.10 Notice

Any notice required or contemplated by any provision of this Lease shall be given in writing addressed, in the case of notice to the Landlord to:

Trinity Centre Cambridge 1439 rue Sainte-Catherine Ouest Montréal, QC H3G 1S6 Facsimile: •

Attention: Graham Singh

and in the case of notice to the Tenant, to:

River City Reformed Church 15 Wellington Street Cambridge, ON N1R 3Y4

Facsimile: •

Attention: Darrel Bierman

If transmitted by email, facsimile or mailed in the Province of Ontario, registered and postage prepaid provided that there is no actual or contemplated disruption of mail services at the time of such mailing. If given by mail the time of giving of such notice shall be conclusively deemed to be the fourth business day after the day of such mailing provided that there is no disruption of mail services at the time of such mailing; if given by facsimile or email the time of giving of such notice shall be conclusively deemed to be the first business day following dispatch. Such notice shall also be sufficiently given if and when the same shall be delivered, and in the case where the party to whom notice is being delivered is a corporation, to an officer of the corporation, and in the case the Tenant is a corporation, delivery may be made by leaving such notice addressed to the Tenant with the manager of the Premises. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery. If in this Lease two (2) or more persons are named as Tenant, such notice shall also be sufficiently given if and when the same shall be delivered personally to any one of such persons. Provided that either party may, by notice to the other, from time to time designate another address in Canada to which notices mailed to the other more than ten (10) days thereafter shall be addressed.

25.11 **Tenant Obligations**

All obligations or duties of the Tenant in this Lease shall be considered to be covenants of the Tenant.

ARTICLE 26 - LANDLORD'S REPAIRS AND IMPROVEMENTS

26.1 The Landlord shall have the right to enter onto the Premises and to bring its workers, contractors, agents, sub-contractors and materials thereon to make capital and other improvements it determines to be necessary or desirable and any repairs which are either its responsibility or which it is permitted to make hereunder and to complete any Leasehold Improvement that the Landlord wishes to carry out, in its absolute and sole discretion, to the Lands or the Building, and services thereof as such may exist from time to time. The Landlord may cause such reasonable obstructions and interference with the use and enjoyment of the Lands, the Building, and the Premises as may be necessary for the purposes aforesaid and may interrupt or suspend the supply of electricity, water or other utilities or services when necessary and until the repairs and/or Leasehold Improvements have been completed, and there shall be no abatement in rent nor shall the Landlord be liable by reason thereof, provided all such work is done as expeditiously as reasonably possible.

ARTICLE 27- VALUE ADDED TAX

27.1 In the event that the Landlord is obligated to collect from the Tenant or is required to pay any business transfer tax, value added tax, multi-stage tax, sales, goods and services tax, harmonized sales tax or any like tax which may be imposed on the Landlord or the Tenant by any Governmental Authority on Basic Rent, or Additional Rent payable by the Tenant under this Lease, the Tenant shall reimburse the Landlord for the amount of such tax forthwith upon demand, or at any time designated from time to time by the Landlord, as Additional Rent.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

)	TRINITY CENTRES CAMBRIDGE		
)	Per:	_ Crahan	
)		Name: Graham Singh	
)		Title: Chair of the Board and CEO I have the authority to bind the corporation	
)		,	
)	DIXIE	D CITY CHIDICITY AND	
)	RIVER CITY CHRISTIAN REFORMED CHURCH		
)	Per:	Mylit	
)		Name: Narima Whitman	
))		Title: Treasurer	
)		I have the authority to bind the corporation	

SCHEDULE "A"

LEGAL DESCRIPTION OF LAND

PIN: 03817-0091 (LT)

LEGAL DESCRIPTION: Part Lot 18, Plan 455, as in D31327; City of

Cambridge, Regional Municipality of Waterloo

PIN: 03817-0022 (R)

LEGAL DESCRIPTION: Lot 3, East Side of Wellington Street and

Lot 3, East Side of Wellington Street and South of Beverly Street, Plan 615; City of Cambridge, Regional Municipality of Waterloo

APPENDIX "G"

One Movement Sublease dated December 31, 2019

SUB-LICENSE AGREEMENT

THIS SUB-LICENSE IS MADE AS OF December 31st, 2019

BETWEEN:

Trinity Centres Foundation Cambridge

(the "Landlord")

- and -

Autumn Fernandes on behalf of One Movement

(the "Tenant")

ARTICLE I

- 1. Definitions
- 1.1. In this Sub-License and the Schedules forming part of it, the following definitions apply:
- 1.1.1. "Building" means the lands described in Schedule "A" as those lands are altered, expanded, or reduced from time to time and any buildings, improvements, equipment and facilities erected on them or situated on or in them from time to time, including the Common Areas and Facilities.
- 1.1.2. "Admin Wing" of the building consists of the 3 floors designated in schedule B of this Agreement.
- 1.1.3. "Sanctuary" consists of the area as designated in schedule B of this Agreement.
- 1.1.4. "Common Areas and Facilities" means those areas, facilities, utilities, improvements, equipment and installations which, (i) are in the Building and from time to time, are not designated or intended by the Landlord to be leased to tenants of the building, (ii) although they are not in the Building, they serve or are for the benefit of the Building and are designated from time to time by the Landlord as part of the common Areas and Facilities, or (iii) are provided or designated from time to time by the Landlord for the use or benefit of the tenants in common with others entitled to their use or benefit, in the manner and for the purposes permitted by this Lease.

Common Areas and Facilities includes but is not limited to, whether or not such areas and facilities are above or below grade or both, the roof, exterior wall assemblies including weather wall, exterior and interior structural elements and bearing walls in the building or buildings and improvements comprising the Building, parking areas (if any), the entrances and exits, access roads, truck courts, driveways, truck ways, loading docks and related areas, sidewalks, landscaped areas, equipment, furniture, furnishings and fixtures, stairways, lobby, storage areas, corridors, tenant common washrooms, electrical, telephone, meter, mechanical, mail, storage and janitor rooms, fire prevention, security and communication systems, general signs, columns, pipes, electrical, plumbing, drainage, mechanical, and the other installations, equipment or services located in the Building or related to it as well as the structures housing

them, and the HVAC System of the Building as defined in Article VIII. All areas of the Common Areas and Facilities located in the interior of the Building are herein referred to as "Interior Common Areas"

- 1.1.5. "HVAC System" means the entirety of any system in the Building for the supply of heating, ventilating and/or cooling wherever such system, or portions thereof is or are located, and the improvements and fixtures necessary therefor and all the appurtenances and equipment associated therewith (including without limitation the apparatus for the further processing and distribution or exhaust of air such as ducts, diffusers, reheat coils, controls and other apparatus and equipment therefor, and includes such apparatus located within rent able premises).
- 1.1.6. "Indemnifier" means the Person who has executed or agreed to execute the Indemnity Agreement, which is attached to this Lease as Appendix "A" (if there is such a Person).
- 1.1.7. "Person" if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships, or corporations or any combination of them.
- 1.1.8. "Proportionate Share" means a fraction, which has as its numerator the Rentable Area of the Leased Premises, and as its denominator, the Rentable Area of the Building.
- 1.1.9. "Rent" means the Minimum Rent, Additional Rent and any other money or charges which the Tenant is required to pay under this Lease.
- 1.1.10. "Rentable Area" means the aggregate area of premises within the Building from time to time which are leased to tenants or which are designated by the Landlord for that purpose.
- 1.1.11. "Additional Rent" means proportionate share of Taxes, Maintenance and Insurance (TMI) for the Admin Wing of the building.
- 1.1.12. "Rentable Area of the Leased Premises" means the total area of the Leased Premises expressed in square feet determined in accordance with BOMA industry standards of the floor area of the Leased Premises, measured from the inside finish of the permanent outer walls and the center line of all interior walls separating the Leased Premises from adjoining areas, from the top surface of the structural subfloor to the bottom surface of the structural ceiling, with no deduction for space occupied by projections, structures, or columns, structural or non-structural.
- 1.1.13. "Rentable Area of the Building" means the total of all Rentable Areas.
- 1.1.14. "Rentable Year" means a period of twelve (12) consecutive full calendar months, the first Rental Year beginning on the date of commencement of the Term if the date of commencement of the Term shall occur on the 1st day of a calendar month; if not, then the first Rental Year shall commence upon the 1st day of the calendar month next following the date of commencement of the Term. Each succeeding Rental Year shall commence upon the anniversary date of the first Rental Year. Notwithstanding the foregoing, if the Landlord considers it necessary or convenient, it may from time to time, by written notice to the Tenant, specify an annual date from which each subsequent Rental Year for the purposes of any of the Articles, Sections or other provisions of this Lease is to commence, and, the Rental Year then current for that

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purpose or those purposes, will terminate on the day immediately preceding the commencement of that new Rental Year.

1.1.15. "Lease" shall refer to the Sub-License Agreement between the Tenant and Trinity Centres Foundation.

ARTICLE II

2. Intent and Interpretation: This Agreement is a Sub-License of space from the Landlord, Trinity Centres Foundation. All references to "Lease" in the Agreement are in fact a sub-license.

2.1. Net Lease

This Lease is a net triple lease consisting of base rent, proportional Taxes, Maintenance, Insurance and proportional use of utilities. Except as otherwise stated in this sublease, (i) the Landlord is not responsible for any costs, charges, expenses or outlays arising from or relating to the Tenant's business. The Tenant will pay all charges, impositions, costs and expenses of every nature relating to their use and occupancy of them, or their contents.

2.2. Extended Meanings

The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Lease relate to the whole of this Lease and not to that section or subsection only, unless otherwise expressly provided. The use of the neuter singular pronoun to refer to the Landlord or the Tenant is deemed a proper reference even though the Landlord or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

2.3. Entire Agreement

This Lease is comprised of the main body of this document, as well as the Schedules and riders, if any, attached to it and the Rules and Regulations adopted and promulgated by the Landlord under Section 17.1 all of which set out every covenant, promise, agreement, condition and understanding between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those set out in this Lease. Except as may be expressly stated otherwise in this Lease, no subsequent alteration, amendment, change or additions to this Lease will be binding upon the Landlord or the Tenant unless in writing and signed by the Tenant and the Landlord.

2.4. Governing Law

This Lease will be construed in accordance with and governed by the laws of the Province of Ontario.

2.5. Time of the Essence

Time is of the essence of this Lease and each part of it.



ARTICLE III

- 3. Grant of Term
- 3.1. Leased Premises
- 3.1.1. The Landlord leases to the Tenant and the Tenant leases from the Landlord, the premises designated as, 15 Wellington Street, Cambridge and having a Rentable Area of six thousand six hundred sixty four, (6,664) square feet useable rentable space (the "Leased Premises").
- 3.1.2. The approximate location of the Leased Premises is shown outlined in red on the plan attached as Schedule "A".

3.2. Use of Additional Areas

The use and occupation by the Tenant of the Leased Premises includes the non-exclusive right or license to use, subject to this Lease, the Common Areas and Facilities in common with others entitled to do so, and for the purposes for which they are intended.

3.3. Commencement and Ending Date of Term

- 3.3.1. The Tenant will have and hold the Leased Premises for and during the Term which will be, unless sooner terminated under other provisions of this Lease, the period of sixty (60) months, (the "Term") commencing on July 1st, 2020, (the "Commencement Date") and to be fully completed and ended on June 30th, 2025 (the "Expiry Date").
- 3.3.2. Rent Free Fixturing Period from February 1st, 2020 to August 1st, 2020 the Tenant will co-ordinate lease hold improvements to the rentable area with the Landlord. During this period the Tenant will not be responsible for the payment of Fixed Rent or additional rent.
- 3.3.3. If the sale of the property listed in this lease is not complete by February 2nd, 2020 this Agreement becomes null and void and all deposit monies paid to the Landlord will be refunded to the Tenant within 3 business days.

3.4. Option to Renew

- 3.4.1. The Tenant shall have the right, if not in default, to renew the Lease for One (1) successive, five (5) year period under the same terms and conditions herein contained, save and except for the base rent, which shall be based on market rates and subject to arbitration.
- 3.4.2. If the Tenant decides to renew the Lease, it shall notify the Landlord in writing at least four (4) months prior to the expiry of the Term. If the Tenant does not wish to renew the Lease, the Landlord may, during the final four (4) months of the Term, place a "For Rent" sign on the tenants during normal business hours with a minimum of four (4) hours prior notice for the purpose of inspection, with the approval of the Tenant which shall not be unreasonable withheld.

ARTICLE IV

4. Rent

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4.1. Covenant to Pay

The Tenant will pay Minimum Rent and Additional Rent as provided in this Lease.

4.2. Minimum Rent

4.2.1. The Tenant will pay, beginning on the commencement Date, to the Landlord at the office of the Landlord or any other place designated by the Landlord, in Canadian money, without any previous demand, and without any deduction, or set-off, as Minimum Rent, PLUS ADDITIONAL RENT AND CHARGES: As indicated on the Agreement to Lease

ANNUAL RENTAL RATES

BASE RENT \$66,640 per annum + HST - 6,664 sf @ \$10 psf

Additional Rent TMI (Estimated) - \$15,000 + HST (Subject to a Cap of \$20,000 per year) Utilities - Water, Gas, Hydro. (Estimated) \$12,600 + HST (potential to separately metre Gas and Hydro)

Base Rent Rebate for Sunday Space Sharing - \$16,640+HST per year

Total Rent payable in equal consecutive monthly installments, in advance on the first day of each calendar month of each Rental Year. The Tenant shall pay, in addition to Minimum Rent, any goods and services tax eligible thereon.

- 4.2.2 If the Commencement Date is on a day other than the first day of a calendar month, then the Tenant will pay, on the Commencement Date, a part of the Minimum Rent pro-rated on a per diem basis from the Commencement Date to the end of the month in which the Commencement Date occurs, based upon a period of three hundred and sixty-five (365) days.
- 4.2.3 The Tenant will deliver to the Landlord at the beginning of each Rental Year a series of monthly post-dated cheques for the Rental Year, for the aggregate of the monthly payments of Minimum Rent and any payments of Additional Rent estimated by the Landlord in advance as well as any payments required by this Lease to be paid monthly in advance.
- 4.2.4 The Landlord acknowledges receipt of the sum of \$12,241.67+HST which will apply toward Base Rent, Additional Rent and Base Rent Rebate for the first and last months rent.
- 4.2.6 If the Tenant fails to pay when it is due, Minimum Rent or Additional Rent the unpaid amount will bear interest at the rate of four percent (4%) in excess of the prime rate charged by the Landlord's bank for time to time from the date such arrears become due until paid to the Landlord.

ARTICLE V

5. Taxes

5.1 Taxes - Definition

"Taxes" means all real property taxes, rates, duties and assessments (including local improvement taxes), impost charges or levies, whether general or special, that are levied, rated, charged or assessed against the Building or any part of it from time to time, (including, but not limited to, the Common Areas and Facilities) by any lawful taxing authority, whether federal,

provincial, municipal, school or otherwise and any taxes or other amount which are imposed in lieu of, or in addition to, any such real property taxes whether of the foregoing character or not, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Building or its interest in it.

5.2 Taxes Payable by the Landlord

The Landlord will initially pay all taxes which are levied, rated, charged or assessed against the Building or any part of it, subject to Sections 5.3, 5.4 and 6.2 of this Lease. However, the Landlord may defer payment of any such Taxes or defer compliance with any statute, law, by-law, regulation or ordinance in connection with the levying of any such Taxes, in each case to the fullest extent permitted by law.

5.3 Taxes Payable by the Tenant

The Tenant will pay as Additional Rent to the Landlord a share of the Taxes determined as follows:

- 5.3.1 the amount determined when the appropriate mill rate for Taxes is applied to the Assessment for the Leased Premises; "Assessment" in this Section 5.3 means the assessed value upon which business assessments are calculated, or would be calculated if a business were being conducted in the premises in respect of which the assessed value is determined; and
- 5.3.2. its Proportionate Share of any amounts determined by applying the appropriate mill rate for Taxes against any separate Assessments for the Common Areas and Facilities or any part of them; and
- 5.3.3. if there is not or if there ceases to be a separate Assessment for the Leased Premises or if there ceases to be a separate Assessment for any part of the Common Areas and Facilities, the Landlord shall allocate to the Leased Premises or the Common Areas and Facilities, as the case may be, the Tenant's Proportionate Share of the Total Taxes assessed in that regard.

5.4 Business Taxes and Other Taxes of Tenant

In addition to the Taxes payable by the Tenant under Section 5.3, the Tenant will pay as Additional Rent to the proper taxing authorities or to the Landlord, as it may direct, and will discharge in each Rental Year within twenty (20) days after they become due and payable, the following (collectively call "Business Taxes"), (i) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of the improvements, equipment and facilities of the Tenant on or in the Leased Premises or of the Landlord on account of its ownership of them or its interest in them, and (ii) every tax and license fee which is levied, rated, charged, or assessed against or in respect of the business carried on in the Leased Premises or in respect of the use or occupancy of the Leased Premises by the Tenant, and every occupant of the Leased Premises, or against the Landlord on account of its ownership of or interest in the Leased Premises whether the taxes, rates, duties, assessment or license fees are rated, charged or assessed by any federal, provincial, municipal, school or other body during the Term. If there are not separate bills provided for Business Taxes, the Tenant will bear its Proportionate Share of the Business Taxes or Taxes in the nature of the Business Taxes levied, rated, charged or assessed on the Building.



5.5 Per Diem Adjustment

If any Rental Year is less than twelve (12) calendar months, the Taxes that the Tenant is required to pay under Section 5.3 will be subject to a per diem adjustment on the basis of three hundred and sixty-five (365) days.

ARTICLE VI

- 6. Building and Common areas and Facilities Control and Payment
- 6.1 Control of the Building by the Landlord
- 6.1.1 The Landlord will control the management and operation of the Building acting reasonably. In its control, management and operation of the Building the Landlord will have, among its other rights, the right to, (i) close all or any part of the Building to the extent which the Landlord's counsel advised is legally sufficient to prevent a dedication of or the accrual of any rights of any Person or the public in the Building, (ii) grant, modify and terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Building, (iii) from time to time permit the Tenant to have the exclusive use of parts of the parking areas, if any, forming part of the Common Areas and Facilities and permit other tenants to have the exclusive use of parts of the parking areas, (iv) do whatever else, in the use of good business judgement, the Landlord determines to be advisable for the more efficient and proper operation of the Building, However, nothing herein shall limit the rights of the Tenant to use the common Area and Facilities and the Leased Premises in accordance with the terms of this Lease.
- 6.2 Tenant to Bear Proportionate Share of Expense
- 6.2.1 In each Rental Year, the Tenant will pay the Landlord, as Additional Rent, its Proportionate Share of the Operating costs incurred in maintaining and operating the Building.
- 6.2.2. "Operating Costs" means, without duplication, the total of all costs and expenses incurred in the complete maintenance, repair, operation, supervision and administration of the building, whether incurred by or on behalf of the Landlord or incurred by or on behalf of any owner or owners of parts of, or interests in, the Building. Without limiting the generality of the foregoing, Operating Costs shall include costs, charges and expenses of every nature and kind on income account (calculated in accordance with generally accepted accounting practices) to the extent incurred in connection with, or reasonably attributed by the Landlord to, the maintenance, repair and operation of the Building including without limitation:
- (i) the cost of all insurance in respect of fire, extended coverage endorsement perils, public liability and property damage and other casualties and contingencies against which the Landlord may reasonably insure (including without limitation loss of rental income insurance) applicable to the Building;
- (ii) the cost of janitor service to the Rentable Area and Common Areas and Facilities, cleaning, sweeping, window washing, snow removal, redecorating, renovating, gardening, landscaping the Common Areas and Facilities, striping, patching and repaving of parking facilities, if any, and of maintaining and operating fire detection, fire prevention, lighting (including replacement



- of lamps, ballasts, light fixtures, etc.) and communications systems of the Common areas and Facilities;
- (iii) the cost of repairs, maintenance and replacements made from time to time by the Landlord to the Building and its appurtenances and equipment, including those made with respect to Common Areas and Facilities;
- (iv) The cost of heating, ventilating and air-conditioning the Building;
- (v) the cost of providing hydro (including domestic hot and cold water) excluding costs paid directly by the Tenant pursuant to Article VII hereof, to the Common Areas and Facilities and the cost of providing other utilities and services to the Common Areas and Facilities;
- (vi) The costs of garbage and trash removal of and for the Building;
- (vii) the costs of maintenance and all repairs of, and replacements to, the foundation, roof, exterior walls, and the mechanical and electrical systems of the Building other than structural repairs and costs on capital account (calculated in accordance with generally accepted accounting practice);
- (viii) accounting and audit costs incurred in connection with maintenance and operating, including computations required for the imposition of charges to tenants and audit charges required to be incurred for the conclusive determination of any costs hereunder, and the reasonable costs of collecting and enforcing payment of such charges;
- (ix) Remuneration (including contributions toward usual fringe benefits, unemployment insurance and similar contributions) of persons to the extent engaged in maintaining, operating, administering and supervising the Building;
- (x) Other costs and expenses not otherwise expressly excluded hereunder attributable to the maintenance, operation, supervision and administration of the Building; and
- (xi) Additional Rent and TMI is to exclude maintenance to the structure of the building. Debt financing of the landlord, Damage caused by other Tenants, sales and marketing costs, fees covered by warranties and reimbursed costs from insurance claims

6.3 Estimated Expenses

- 6.3.1 Starting Additional Rent is estimated at \$15,000 per year. Additional rent is capped at a maximum of \$20,000 per year for the first 5 years of this Agreement.
- 6.3.2 Within a reasonable period after the end of the period for which the estimated payments have been made, the Landlord will deliver to the Tenant, (i) a statement of the amounts and costs referred to in Section 5.3 together with a statement of the Tenant's Proportionate Share of such amounts and costs, and (ii) a statement of the costs and expenses referred to in Section 6.2 together with a statement of the Tenant's Proportionate Share of those costs and expenses, and if necessary an adjustment will be made between the parties in accordance with Subparagraph
- 6.3.3 below. The statements referred to in clauses (i) and (ii) of this Subparagraph 6.3.2 shall be certified by an officer of the Landlord as being correct and the amounts, costs and expenses referred to in such statements shall be conclusive and final and binding upon the Tenant. 6.3.3. If the Tenant has paid in excess of the amounts due, the excess will be refunded by the Landlord within a reasonable period after the delivery of the statement or, at the Landlord's option, credited against the next payment of Minimum Rent and Additional Rent payable by the Tenant. If the amount the Tenant has paid is less than the amounts due, the Tenant will pay the additional amounts with the next monthly payment of Minimum Rent. IF any Rental Year is greater or less than the period determined by the Landlord as provided above, the Tenant's Proportionate Share will be adjusted on a per diem pro rata basis.



ARTICLE VII

7. Utilities

7.1 Charges for Utilities

7.1.1 The Tenant shall be solely responsible for and shall promptly pay to the Landlord, or as the Landlord otherwise directs, in the manner hereinafter provided as Additional Rent, all electricity, water, steam charges and other utility charges applicable to the Leased Premises. The Landlord shall be entitled, acting equitable, to allocate to the Leased Premises an additional charge, as determined by the Landlord's engineer, for the excess supply to and usage of water, electricity, steam and other utilities in the Leased Premises. The charges for the utilities shall be payable in equal monthly installments in advance on the basis of an initial rate determined by the Landlord's engineers. If the public utility rate and other taxes and charges in connection therewith for the supply of electric current or other utilities to the Building is increased or decrease during the Term, the charges for same payable as Additional Rent pursuant to this Lease shall be equitable adjusted and the decision of the Landlord, acting reasonably, shall be final and binding upon the parties hereto with respect to any such adjustments of the Additional Rent payable and the Tenant agrees to pay such increase charges on demand as Additional Rent.

7.1.2. The Landlord shall pay for the cost of any metering which the Tenant requests the Landlord to install in the Leased Premises or the Building, or which the Landlord wishes to install in the Building with the purpose of assisting in determining the consumption of any utility (including electricity and water) in the Leased Premises or which may be required by the Landlord to measure or estimate any excess of electricity, water or other utility.

7.1.3. The Landlord is not liable for, nor does it have any obligation with respect to an interruption or cessation of or a failure in the supply of any utilities, services or systems in, to, or serving the Building or the Leased Premises, whether supplied by the Landlord or others.

ARTICLE VIII

8. HVAC

8.1 Heating, Ventilating and Air-Conditioning

The Landlord shall throughout the Term, operate, maintain and regulate the heating equipment and ventilating and air-conditioning equipment, if any, whether or not within the Leased Premises, in such a manner as to maintain during normal business hours such reasonable temperatures within the Leased Premises as is determined by the Landlord and its architect and engineers, acting reasonably. The Tenant shall comply with such stipulations and with all rules and regulations of the Landlord pertaining to the operation of such equipment. The Tenant acknowledges and agrees with the Landlord that the operation of such equipment may be ceased or suspended from time to time for making of repairs, alterations or improvements (which shall be made promptly) and that the Landlord shall have no responsibility or liability for the cessation or suspension of the operation of such equipment whether for the making or repairs, alterations or improvements or as a result of a strike or strikes or causes beyond the Landlord's reasonable control. The Tenant further agrees with the Landlord that the Tenant

shall maintain adequate window shading conforming to the building standard in those offices having exterior windows exposed to the sun.

8.2 Supplementary Charge

If the Landlord, on the advice of its engineer determines that the Tenant's use of the HVAC System imposes abnormal demands on the HVAC System, the Tenant agrees to pay an amount determined by the Landlord, acting on the advice of its engineer, a supplementary charge which will be payable on demand at times, and in the manner determined by the Landlord. 8.3 Landlord and Tenant Responsibilities

- 8.3.1 Subject to the Tenant's obligation to pay its Proportionate Share pursuant to Section 6.2 hereof, the Landlord will operate, maintain, repair and replace the HVAC System but the Tenant will be responsible for repairing and replacing equipment damaged because of misuse, or the failure of the Tenant to comply with Article VIII of this Lease.
- 8.3.2. The Tenant will not nor will it permit anyone else to enter on the roof of any buildings in the Building for any purpose unless accompanied by a representative designated by the Landlord for that purpose. Damage caused to the Building or the HVAC System which occurs during any period of time when the Tenant is in default of this Subparagraph 8.3.2 will be deemed to have been caused by the Tenant.

ARTICLE IX

- 9. Use of the Leased Premises
- 9.1 Use of the Leased Premises

The Tenant shall not use the Leased Premises or any part thereof for any purpose other than for general office, classroom and dance space.

- 9.1.1 If the Landlord Leases other available space in the building to a Shelter, Food Bank, Injection site or other such related business this Lease becomes null and void.
- 9.2 Conduct of Business

The Tenant will, throughout the Term, occupy the Leased Premises.

9.3 Nuisance and Waste

The Tenant will not commit or permit any waste upon, or damage to the Leased Premises or any nuisance or other act or thing which disturbs the enjoyment of any other Tenant in or occupant of the premises in the Building and will not perform any acts or carry on any practices which may damage the Building. The Tenant will not permit any odors, vapors, steam, water, vibrations, noises or other undesirable effects to emanate from the Leased Premises or any equipment or installation in them which, in the Landlord's opinion are objectionable nor will the Tenant cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Building, their customers or invitees.

The landlord acknowledges that the Tenants use of the space includes loud music.



9.4 Observance of Law

The Tenant will at its expense promptly, (i) comply with the requirements of all governmental authorities, including, federal, provincial and municipal legislative enactments, by-laws and other regulations now or subsequently in force which pertain to the Leased Premises, the Tenant's use of the Leased Premises, or the making of any repairs, replacements, alterations, or changes to the Leased Premises, and (ii) comply with police, fire and sanitary regulations imposed by the governmental authorities or made by fire insurance underwriters, and (iii) carry out all modifications or changes to the Leased Premises and the Tenant's conduct of business in or use of the Leased Premises which are required by any of those authorities.

ARTICLE X

- 10. Insurance and Indemnity
- 10.1 Tenant's Insurance
- 10.1.1 The Tenant will, throughout the Term, at its expense, take out and maintain, in the name of the Tenant, and with respect to the insurance described in Sub-Subparagraphs 10.1.1.1 and 10.1.1.2 in the names of the Tenant, the Landlord and any mortgagee as their respective interests may appear, the following insurance:
- 10.1.1.1 insurance upon all property owned by the Tenant or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, and which is located within the Building including, but not limited to, fittings, installations, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement, in an amount of at least ninety percent (90%) of the full replacement cost with coverage against at least the perils of fire and standard extended coverage including sprinkler leakages (where applicable), earthquake, flood and collapse;
- 10.1.1.2. comprehensive general liability insurance in the minimum amount of \$2,000,000.00, including All Risks tenant's legal liability insurance, personal injury liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the Leased Premises and the Tenant's use of the Common Areas and Facilities, coverage to include the activities and operations conducted by the Tenants and any other Persons on the Leased Premises, and by the Tenant and any other Person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any other part of the Building.
- 10.1.2 The policies mentioned in Sub-Subparagraphs 10.1.1.1 and 10.1.1.2 will contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord, the Landlord's employees and against those for whom the Landlord is in law responsible, whether the damage is caused by the act, omission or negligence of the Landlord or those for whom the Landlord is in law responsible.
- 10.1.3. All policies, (i) will be taken out with insurers acceptable to the Landlord, (ii) will be in a form satisfactory from time to time to the Landlord, (iii) will be non-contributing with, and will apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee, and (iv) will not be invalidated as respects the interests of the Landlord and of any

mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies. All policies will contain an undertaking by the insurers to notify the Landlord and any mortgagee in writing by registered mail at least fifteen (15) days before any material change, cancellation or termination of them.

10.1.4. Certificates of insurance will be delivered to the Landlord as soon as possible after the placing of the required insurance but in any case before the Tenant obtains possession or use of the Leased Premises for any purpose. No review or approval of any insurance certificate by the Landlord derogates from or diminishes the Landlord's rights or the Tenant's obligations in this Lease including, but not limited to, those contained in this Article X.

10.1.5. If the Tenant fails to take out or keep in force any insurance referred to in this Section

10.2 Increase in Insurance Premiums

If the occupancy of the Leased Premises, the conduct of business in the Leased Premises, or any acts or omissions of the Tenant in the Building or any part of it cause an increase in premiums for the insurance carried from time to time by the Landlord on the Building, the Tenant will pay the increase as Additional Rent immediately after invoices for the additional premiums are rendered by the Landlord.

10.3 Cancellation of Insurance

If any insurance policy on the Building or any part of it is cancelled or threatened by the insurer to be cancelled, or if the coverage under it is reduced in any way by the insurer because of the use or occupation of any part of the Leased Premises by the Tenant or by any occupant of the Leased Premises, and if the Tenant fails to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice by the Landlord, the Landlord may, either (i) re-enter and take possession of the Leased Premises immediately by leaving upon the Leased Premises a notice of its intention to do so upon which the Landlord will have the same rights and remedies as are contained in Article XVI, or (ii) enter upon the Leased Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage, and the Tenant will immediately pay the costs and expenses to the Landlord, together with a fee of fifteen percent (15%) of such costs and expenses representing the "Landlords" overhead, which costs and expenses may be collected by the Landlord as Additional Rent and the Landlord will not be liable for any damage or injury caused to any property of the Tenant or others located on the Leased Premises as a result of the entry. Such an entry by the Landlord is not a re-entry or a breach of any covenant for quiet enjoyment.

10.4 Loss or Damage

The Landlord will not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Building, or damage to property of the Tenant or of others located on the Leased Premises, nor will it be responsible for any loss of, or damage to, any property of the Tenant or others from any cause whatsoever, whether or not the death, injury, loss or employees agents or other Persons for whom it may in law be responsible. Without limiting the foregoing, the Landlord will not be liable for any injury or damage to Persons, or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or any other element, leaks from any part of the Leased Premises or from the pipes, appliances, plumbing

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works, roof, or subsurface of any floor or ceiling or from the street or any other place, or by dampness or by any other cause whatsoever. The Landlord will not be liable for any damage caused by other tenants or Persons in the Building or by occupants of adjacent property, or the public, or caused by construction or by any private, public or quasi-public work. All of the property of the Tenant kept or stored on the Leased Premises will be kept or stored at the risk of the Tenant only, and the Tenant will indemnify the Landlord and save it harmless from any claims arising out of any damages to that property including, but not limited to, any subrogation claims by the Tenant's insurers.

Notwithstanding anything contained in this Lease to the contrary, the Tenant will indemnify the Landlord and save it harmless from and against any and all losses (including loss of damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Leased Premises, or the occupancy or use by the Tenant of the Leased Premises, or any part of them, or occasioned anyone permitted to be on the Leased Premises by the Tenant. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with that litigation. The Tenant will also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms covenants and conditions in this Lease, unless a court decides otherwise.

10.5 Landlord's Insurance

The Landlord will carry:

10.5.1 insurance on the Building (excluding foundations and excavations) and the machinery, boilers and equipment contained in it and owned by the Landlord (excluding any property with respect to which the Tenant or other occupants are required to insure under Section 10.1 or similar Sections of their respective leases) against damage by fire and extended perils coverage in reasonable amounts and with reasonable deductions that would be carried by a prudent owner of a reasonable similar project, having regard to size, age and location;

10.5.2. public liability and property damage insurance with respect to the Landlord's operations in the Building, in reasonable amounts and with reasonable deductions that would be carried by a prudent owner of a reasonably similar Building, having regard to size, age and location; and

10.5.3. those other forms of insurance which the Landlord or any mortgagee considers advisable. Notwithstanding the Landlord's covenants contained in this Section 10.5 and notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees with the Landlord that (i) the Tenant is not relieved of any liability arising from or contributed to by its negligence or its willful acts or omissions, and (ii) no benefit is conferred upon or intended to be conferred upon the Tenant, and (iii) no insurable interest is conferred upon or intended to be conferred upon the Tenant under any policy or policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord. The Landlord shall provide certificates of insurance if requested by the Tenant.

ARTICLE XI

11. Maintenance, Repairs and Alterations

11.1 Maintenance and Repairs by the Tenant

The Tenant will throughout the Term, at its sole cost keep in the same condition as when the tenant entered into the lease as required by the Landlord, and will (subject to Sections 11.2 and 11.3) make, with due diligence and dispatch, the needed repairs and replacements.

11.1.2. All signs (both interior and exterior), partitions, and all fixtures located in or upon the Leased Premises; and

11.2 Landlord's Approval of the Tenant's Work

11.2.1 The Tenant will not make any repairs, alterations, replacement, decorations or improvements (collectively called the "Work") to the Leased Premises without first obtaining the Landlord's written approval which shall not be unreasonably withheld. The Tenant will submit to the Landlord, (i) details of the proposed Work including drawings and specifications, (ii) whatever indemnification against liens, costs, damages and expenses the Landlord requires, and (iii) evidence that the Tenant has obtained the necessary consents, permits, licenses and inspections from the governmental authorities having jurisdiction.

11.3 Repair on Notice

In addition to the Tenant's obligations under Section 11.1, the Tenant will affect the maintenance and Work referred to in accordance with notice from the Landlord but failure to give the notice does not relieve the Tenant from its obligations under Section 11.1.

11.4 Surrender of the Leased Premises

On the expiry or earlier termination of the Term, the Tenant shall peaceably surrender the Leased Premises to the Landlord in the same condition as when the tenant entered into the lease; will deliver all keys for the Leased Premises to the Landlord at the Place then fixed for the payment of rent and will inform the Landlord of all combinations of locks, safes and vaults, if any in the Leased Premises. The Tenant will also remove its trade fixtures, any alterations or improvements which the Landlord requests it to remove before surrendering the Leased Premises and will immediately repair any damage to the Leased Premises caused in the removal. This obligation survives the expiration of the Term or earlier termination of this Lease.

11.5 Repair Where Tenant at Fault

If the Building or any part of it or the Common Areas and Facilities or any part of them, require repair or replacement because of the acts of the Tenant (negligent or otherwise) the costs together with fifteen percent (15%) of that cost representing the Landlord's overhead will be paid by the Tenant to the Landlord as Additional Rent on demand.

11.6 Tenant Not To Overload Floors or Other Facilities

The Tenant will not install any equipment which overloads the capacity of any utility, electrical or mechanical facilities in the Leased Premises or which the Landlord does not approve of and the Tenant will not bring upon the Leased Premises any machinery, equipment or thing which might, in the opinion of the Landlord, damage the Leased Premises or the Building.

11.7 Removal and Restoration by the Tenant

The alterations, decorations, additions and improvements made by the Tenant, shall remain the property of the Tenant but will not be removed from the Leased Premises during the Term except that, (i) the Tenant may, with the prior written consent of the Landlord, remove the trade fixtures

11.8 Notice by the Tenant

The Tenant will, when it becomes aware of it, notify the Landlord of any damage to, or deficiency or defect in the Building, including the Leased Premises, and any equipment or utility systems, or installations located in it, whether or not the Landlord has obligations to repair the damage, or remedy the deficiency or defect.

11.9 Liens

The Tenant will promptly pay its contractors, material men, suppliers and workmen and will do everything necessary to ensure that no lien is registered against the Building or any part of it, or against the Landlord's interest in the Building, or against the Tenants interest in the Leased Premises, and if such a lien is made, filed, or registered, the Tenant will discharge it or cause it to be discharged immediately at the Tenant's expense. If the Tenant fails to complete this obligation, the Landlord, in addition to its other remedies, may, but will not be required to, discharge the lien by paying the amount claimed into court or directly to the lien claimant and the amount so paid together with the costs and expenses including solicitors fees (on a solicitor and his client basis) and a fee of fifteen percent (15%) of such costs and expenses representing the Landlord's overhead, will be payable by the Tenant as Additional Rent on demand.

11.10 Signs and Advertising

The Tenant will not paint, affix, or display any sign, picture, advertisement, notice, lettering or decoration on any part of the exterior of or in any part of the Leased Premises which is visible from the exterior of the leased Premises. All signs erected by the Tenant will be of uniform size, lettering and location as the signs of the other tenants of the Building. If the Landlord establishes a sign policy for the tenants of the Building, then the Landlord will be entitled to erect all of the signs in or on the Building. The cost of the sign and the installation of it will be paid by the Tenant as Additional Rent on demand together with fifteen percent (15%) of the costs representing the Landlord's overhead.

11.11 Title to Tenant Fixtures and Equipment

The Tenant shall not sell, transfer, assign, pledge, mortgage, grant a security interest in or in any way encumber all or any of its fixtures or equipment used in the operation of its business from the Leased Premises.

11.12 Landlord Work

The Landlord will make the following repairs, alterations, replacement, decorations or improvements (collectively called the "Landlord Work") to the Leased Premises prior to the commencement of the Lease:

- Create a Wheel Chair accessible bathroom on 2nd floor.
- Install a water bottle refilling station
- Install new HVAC system and paint orange ductwork black
- Repair damaged ceilings
- Remove Kitchen cupboards and appliances
- Build walls to accommodate a future elevator
- Update lighting and electrical on 2nd and 3rd floor as required
- Update plumbing in 3rd floor washroom
- Install Entrance door the premises on ground floor

ARTICLE XII

12. Damage and Destruction and Expropriation

12.1 Destruction of the Leased Premises

Provided, and it is hereby expressly agreed, that if and whenever during the Term the building forming part of the Building shall be destroyed or damaged by fire, lightning or such other perils as are insured against by the Landlord, then in every such event:

12.1.1 If the damage or destruction renders twenty-five percent (50%) or more of the Rentable Area of the Building wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, or if in the opinion of the Landlord's Architect (acting reasonably) the Building is damaged or destroyed to such a material extent or the damage or destruction is of such a material extent or the damage or destruction is of such a nature that the Building must be or should be totally or partially demolished, whether or not the Leased Premises are damaged or destroyed, whether to be re-constructed in whole or in part, or not, the Landlord or Tenant may at its option, terminate this Lease by giving notice in writing of such termination, in which event this Lease and the Term hereby demised shall cease and be at an end as of the date of such destruction or damage, and the Rent shall be apportioned and paid in full to the date of such destruction or damage.

12.1.2. If the damage or destruction is such that the Leased Premises is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, and if in either event, the damage, in the opinion of the Landlord's Architect (acting reasonably) can not be repaired within reasonable diligence within ninety (90) days from the happening of such damage or destruction, then the Landlord or Tenant may terminate this Lease by giving notice in writing of such termination, in which event this Lease and the Term hereby demised shall cease and be at an end as at the date of such destruction or damage and the Rent shall be apportioned and paid in full to the date of such destruction or damage; in the event that the Landlord does not terminate this Lease, the Landlord will do the Landlord's Work and Minimum Rent (but not Additional Rent) will abate (to the extent of insurance recoveries received by the Landlord) from the date of the damage or destruction until the Landlord has completed the Landlord's Work; "Landlord's Work" in this Article XII means the reconstruction or repair of the floor, walls and roof of the

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Leased Premises to the extent which the Architect determines is necessary to enable the Tenant to commence its leasehold improvements and perform the repairs and replacements described in Subparagraph 11.1.1.

- 12.1.3. If the damage be such that the portion of the Leased Premises is wholly unfit for occupancy or if it is impossible or unsafe to use or occupy it, but if in either event the damage, in the opinion of the Landlord's Architect (acting reasonably), can be repaired with reasonable diligence within ninety (90) days from the happening of such damage, the Landlord will do the Landlord's Work and Minimum Rent will abate to the extent of insurance recoveries received by the Landlord from the date of the damage or destruction until the Landlord has completed the Landlord's Work.
- 12.1.4. If in the opinion of the Landlord's Architect the damage to the Leased Premises can be made good, as aforesaid, within ninety (90) days of the happening of such destruction or damage and the damage is such that the portion of the Leased Premises is capable of being partially used for the purposes for which it is hereby demised, then the Landlord will do the Landlord's Work and Minimum Rent will abate proportionately to the part of the Leased Premises rendered un-tenantable from the date of the damage or destruction until the Landlord has completed the Landlord's Work.
- 12.1.5. In the event the Landlord shall elect to repair, reconstruct, or rebuild the Building of which the Leased Premises forms a part in accordance with the provisions of this Article XII, it is acknowledged and agreed by the Tenant that the Landlord shall be entitled to use plans and specifications and working drawings in connection therewith other than those used in the original construction of the Building.
- 12.1.6. The decision of the Landlord's Architect as to the time within which the Building and/or the Leased Premises can or can not be repaired, the state of tenant ability of the Leased Premises and/or the Building and as to the date on which the Landlord's Work is completed, shall be final and binding on the parties hereto.

12.2 Expropriation

12.2.1 The Landlord and the Tenant will co-operate with each other in respect of any expropriation of any part of the Leased Premises or the Building so that each receives the maximum award for which they are respectively entitled. If part of the Building (other than the Leased Premises) is expropriated, the full proceeds accruing or awarded, will belong solely to the Landlord and the Tenant will assign to the Landlord any rights which it may have or acquire in respect of those proceeds and will execute the documents which in the Landlord's opinion may be necessary to give effect to this intention.

ARTICLE XIII

- 13. Assignment, Subletting, Parting with Possession and Corporate Control
- 13.1 Consent Required
- 13.1.1 The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage or encumber this Lease or the Leased Premises or any part of them nor will it permit the occupation of, or part with or share possession of all or any part of the Leased Premises by any Person (all of which transactions are referred to in this Article XIII



as "Transfers") without the prior written consent of the Landlord in each instance, which consent, will not be unreasonably withheld or delayed. The consent by the Landlord to any Transfer will not constitute a waiver of the necessity for the Landlord's consent to any subsequent or other Transfer whether by the Tenant or the transferee. This restriction on Transfers applies also to any Transfer by operation of law. Notwithstanding any Transfer the Tenant shall remain liable for the performance and observance of all the terms and conditions in this Lease, including without limitation, the payment of Minimum Rent and Additional Rent, notwithstanding any direct covenant by the transferee and the naming of the Landlord as a party to the Transfer and without limiting the generality of the foregoing, any breach or non-performance by the transferee under the terms of the assignment or sublease, as the case may be, shall be deemed to be the breach or non-performance of the Tenant.

13.2 Corporate Ownership

13.2.1 If the Tenant is a corporation, any transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription from time to time of all or any part of the corporate shares of the Tenant, or of any parent or subsidiary corporation of the Tenant, or any corporation which is an associate or affiliate of the Tenant (within the meaning of the Business Corporations Act of Ontario) which results in any change in the present effective voting control of the Tenant by the Person holding that voting control at the date of execution of this Lease (or at the date of a Transfer to a corporation) will be considered for all purposes to be a Transfer to which Section 13.1 and Section 13.2 of this Lease apply.

13.3.1 Tenant Agrees to share space with River City Church on Sundays as outlined in Schedule "B" of this Agreement. The Tenant will receive an annual rental credit of \$14,000 per year for maintaining this service.

ARTICLE XIV

14. Access and Alterations

14.1 Right of Entry

14.1.1 The Landlord and its agents may enter the leased Premises at all reasonable times given 24 hours notice to examine them and to make promptly repairs, alterations, changes, adjustments, improvements or additions to the Leased Premises or to the Building or any part of them including, but not limited to, the pipes, conduits, wiring, ducts and other installations in the Leased Premises, where necessary to serve another part of the Building, and for that purpose, the Landlord may take material into the Leased Premises without it constituting a reentry or a breach of covenant for quiet enjoyment. The Rent will not abate or be reduced while the work is being done.

In case of an emergency the Tenant acknowledges that 24 hours notice may not be able to be given.

14.1.2. The Landlord and its agents have the right to enter the Leased Premises at all reasonable times to show them to prospective purchasers, lessees or mortgagees and during the six (6) months prior to the expiry of the Term, the Landlord may place upon the Leased Premises the usual "For Rent" or "For Sale" notices.

ARTICLE XV

15. Attornment and Subordination

15.1.1 The Tenant's rights under this Lease are subordinate to any instruments of financing, refinancing, or collateral financing and renewals or extensions of them from time to time in existence against the lands, buildings and improvements forming the Building. Upon request, the Tenant will subordinate this Lease and all of its rights under it, in the form the Landlord requires, to the mortgages, trust deeds and the charge or lien resulting from them, and any instrument of financing, refinancing or collateral financing and to all advances made or to be made upon the security of them, and if requested, the Tenant will at torn to the holder or holders of them provided that any such subordination shall provide that the Tenant shall be entitled to remain in possession so long as the Tenant is not in default under the Lease.

ARTICLE XVI

- 16. Default
- 16.1 Event of Default

An "Event of Default" will be considered to have occurred if any one or more of the following happens:

- 16.1.1 The Tenant fails to pay any Rent when due;
- 16.1.2. The Tenant fails to observe or perform any other of the terms, covenants, conditions or agreements contained in this Lease and the failure continues for fifteen (15) days after written notice from the landlord to the Tenant specifying the failure;
- 16.1.3. The Term or any of the goods, chattels, or fixtures of the Tenant on the Leased Premises are seized or taken in execution or attached by any creditor;
- 16.1.4. A writ of execution or sequestration issues against the assets, chattels, or fixtures or the Tenant;
- 16.1.5. The Tenant makes a bulk sale without complying with the Bulk Sales Act of Ontario;
- 16.1.6. The Leased Premises have been abandoned and remain vacant for fifteen (15) consecutive days while they are suitable for use by the Tenant;
- 16.1.7. The Leased Premises are used by any Person other than those Persons entitled to use them under this Lease;
- 16.1.8. The Tenant or any Indemnifier makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the Bankruptcy Act of Canada, or becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;



16.1.9. An order is made for the winding-up or liquidation of the Tenant or the Tenant voluntarily commences winding-up procedures or liquidation; and

16.1.10.An order or appointment is made for a receiver or a receiver and manager of the Tenant's assets or any part of them.

16.2 Rights of the Landlord

Upon the occurrence of any Event of Default the following provisions apply:

16.2.1. The Landlord will be entitled to re-enter the Leased Premises and remove all property from the Leased Premises and the property may be sold or disposed of by the Landlord as it considers advisable or may be stored in a public warehouse or elsewhere at the cost and for the Tenant, all without service of notice or resort to legal process and without the Landlord being guilty of trespass or being liable for any loss or damage which may be occasioned; and

16.2.2. The Landlord may without notice re-enter and take possession of the Leased Premises as though the Tenant or any occupant or occupants of the Leased Premises was or were holding over after the expiration of the Term without any right whatever, and this Lease and the Term will be terminated;

16.2.3. If the landlord elects to re-enter the Leased Premises as provided in this Article XVI, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make those alterations and repairs which are necessary in order to re-let the Leased Premises or any part of them for the term or terms (which may be for a term extending beyond the Term) and conditions which the Landlord in its discretion considers advisable. Upon each re-letting will be applied, first to the payment of any indebtedness other than Rent due under this Lease from any Tenant to the Landlord; second to the payment of any costs and expenses of the reletting including brokerage fees and solicitors fees and the costs of the alterations and repairs; third to the payment of Rent due and unpaid under this Lease, and the residue if any will be held by the Landlord and applied as payment of future Rent as it becomes due under this Lease. If the Rent received from the re-letting during any month is less than that to be paid during that month by the Tenant under this Lease, the Tenant will pay the deficiency, which will be calculated and paid monthly in advance on or before the first day of each month. No re-entry or taking possession of the Leased Premises by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention is given to the Tenant. The Landlord may at any time afterwards elect to terminate this Lease for the previous breach. If the Landlord at any time terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it incurs by reason of the breach including the costs of recovering the Leased Premises, solicitors fees (on a solicitor and his client basis) and including the worth at the time of the termination, of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid under this Lease for the remainder of the stated Term over the then reasonable rental value of the Leased Premises for the remainder of the stated Term. All of the mentioned amounts will be immediately due and payable by the Tenant to the Landlord; and

16.2.4. The full amount of the current month's installment of Minimum Rent and Additional Rent together with the next three (3) month's installments of Minimum Rent and Additional rent, all of which will be deemed to be accruing on a day to day basis, will immediately become

65

due and payable as accelerated Rent, and the Landlord may immediately distrain for that accelerated Rent together with any arrears.

16.3 Expenses

If legal action is brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions contained in this Lease on the part of the Tenant to be kept or performed, and a breach is established, the Tenant will pay to the Landlord all the expenses incurred in connection with it, including a solicitor's fee (on a solicitor and his client basis), unless a court otherwise awards.

16.4 Removal of Chattels

If the Tenant removes its goods and chattels from the Leased Premises, the Landlord may follow them for thirty (30) days as provided in the Landlord and Tenant Act of Ontario.

16.5 Waiver of Exemption from Distress

Notwithstanding anything contained in Section 30 of the Landlord and Tenant Act of Ontario, none of the goods and chattels of the Tenant at any time during the Term, on the Leased Premises, will be exempt from levy by distress for Rent in arrears and if any claim is made for such an exemption by the Tenant, or if distress is made by the Landlord, this Section may be pleaded as an estoppels against the Tenant in any action brought to test the right of the levying upon any of those goods which are named as exempted in any provisions of that Act or any amendments of it. The Tenant waives the rights which it has or which it might have or which it might have had under any provisions of that Act, or any amendments of it, were it not for this provision.

16.6 Landlords' Right to cure the Tenant's Default or Perform

The Tenant's Covenants

In addition to its other rights and remedies, the Landlord, if the Tenant defaults under this Lease, may at its option remedy or attempt to remedy the default of the Tenant after default and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the leased Premises to do any work or other things on them, in which case all the Landlord's costs and expenses will be payable by the Tenant together with a fee of fifteen percent (15%) of all those costs and expenses representing the Landlord's overhead, as Additional Rent on demand. The Landlord will not be liable for any loss or damage resulting from any action or entry by the Landlord under this Section and will no be considered to have breached any covenant for quiet enjoyment.

16.7 Remedies Generally

Mention in this Lease of any particular remedy of the Landlord for a default or Event of Default by the Tenant does not preclude the Landlord from any other remedy in respect of it. No remedy will be exclusive or dependent upon any other remedy but the Landlord may from time to time exercise one or more of the obligations of the Landlord under this Lease, the Tenant's only remedy will be for damages. The Tenant will not apply for injunctive relief and this provision may be pleaded as an estoppels in any proceedings taken by the Tenant to obtain injunctive relief.

ARTICLE XVII

17. Miscellaneous

17.1 Rules and Regulations

The Rules and Regulations adopted and promulgated by the Landlord from time to time are a part of this Lease and the Tenant will comply with and observe them. The Rules and Regulations will be adopted and promulgated by the Landlord acting reasonably. The Tenant's failure to keep and observe the Rules and Regulations is a default under this Lease in the same manner as if the Rules and Regulations were set out as covenants in this Lease. The Landlord may from time to time amend or supplement the Rules and Regulations. Notice of the Rules and Regulations and amendments and supplements, if any, will be given to the Tenant and the Tenant's obligation to comply with and observe them arises upon its being notified.

17.2 Over-holding

If the Tenant remains in possession of the Leased Premises after the end of the Term with or without the written consent of the Landlord, it will be a monthly tenant and be liable for payment of Rent at the rate equal to twice the rate of Minimum Rent and Additional Rent which it was responsible for paying during the last year of the Term.

17.3 Successors

The rights and liabilities granted to or imposed upon the respective parties to this Lease, extend to and bind the successors and assigns of the Landlord and the heirs, executors, administrators and permitted successors and assigns of Tenant. No rights, however, inure to the benefit of any assignee of the Tenant unless the assignment to the assignee has been approved by the Landlord in writing in accordance with Section 13.1. If there is more than one Tenant, they are all bound jointly and severally by the terms, covenants and conditions in this Lease.

17.4 Waiver

The waiver by the Landlord of any breach of an obligation by the Tenant is not to be considered a waiver of any subsequent breach of the obligation or any other obligation. The subsequent acceptance of Rent by the Landlord is not to be construed as a waiver of any preceding breach by the Tenant of any obligation under this Lease, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of that Rent. No obligation will be considered to have been waived by the Landlord unless the waiver is in writing by the Landlord.

17.5 Accord and Satisfaction

No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly payment of Minimum Rent is to be construed as other than on account of the earliest stipulated Minimum Rent, nor is any endorsement or statement on any cheque or any letter accompanying any cheque or payment or Rent to be considered an acknowledgement of full payment or an accord and satisfaction, and the landlord may accept payment and cash cheques without prejudice to the Landlord's right to recover the balance of the Rent or pursue its other remedies.

17.6 Force Majeure

Notwithstanding anything to the contrary contained in this Lease, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section do not operate to excuse the Tenant from the prompt payment on Minimum Rent, Additional Rent or any other payments required by this Lease.

17.7 Partial Invalidity

If for any reason whatsoever any term, covenant or condition of the Lease, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

17.7.1 is deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof; and

17.7.2. continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

Neither party is obliged to enforce any term, covenant or condition of this Lease against any person, if, or to the extent by so doing, such party is caused to be in breach of any laws, rules, regulations or enactments from time to time in force.

17.8 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

17.9 Notices

Any notice, demand, request or other instrument which may be or is required to be given under this Lease will be delivered in person or sent by registered mail postage prepaid and will be addressed to:

(i) if to the Landlord at:

Trinity Centres Poundation; Trinity Centres Cambridge

1439 the Sainte Cathorine Duckt

Montreal, QC/HBG/186

Cambridge ON

Cambridge ON

Or to such other person or at such other add.

and

(ii) if to the Tenant, at the Leased Premises, or, at the Landlord's option, to the Tenant's head office at the Leased Premises.

Any notice, demand, request or consent will be conclusively deemed to have been given or made on the day upon which notice, demand, request or consent is delivered, or, if mailed, then five (5) days following the date of mailing and the time period referred to in the notice begins to run from the time of delivery or five (5) days following the date of mailing. Either party may at any time give notice in writing to the other of any change of address of the party giving notice and upon the giving of the address of the party for the giving of notices under this Lease. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument will only be delivered in person.

17.10 Registration

The Tenant will not register this Lease, notice of this Lease or any other document related to this Lease nor any notice of those documents against the lands or any part of them until it has obtained from the Landlord, its approval in writing concerning the form and content of the document to be registered. The Tenant will be responsible for payment to the Landlord of its expenses including legal fees and disbursements in connection with its review and approval.

17.11 Quiet Enjoyment

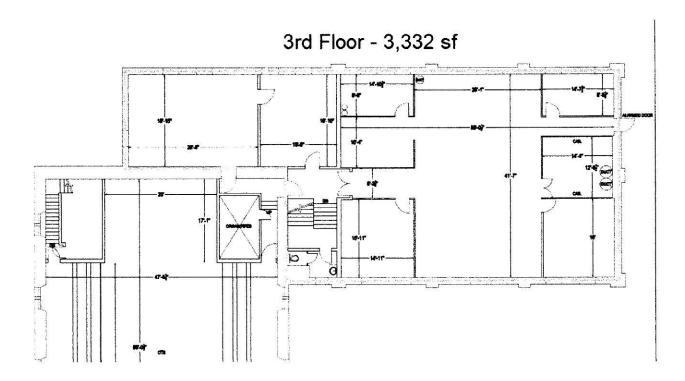
If the Tenant pays the Rent and other sums provided for under this Lease, and observes and performs all of the terms, covenants and conditions on its part to be observed and performed, the Tenant will peaceably and quietly hold and enjoy the Leased Premises for the Term demised under this Lease, without hindrance or interruption by the Landlord or any other Person lawfully claiming by, through or under the Landlord subject, however, to the terms, covenants and conditions of this Lease.

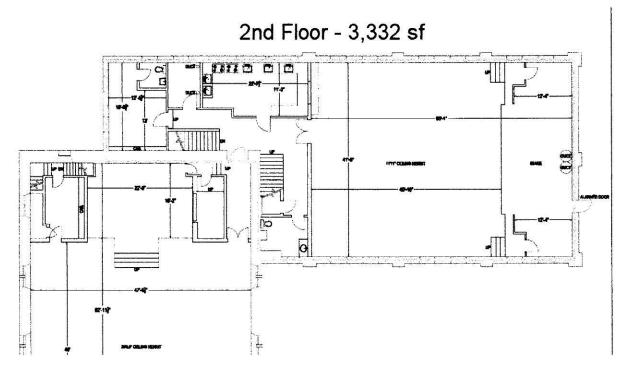
IN WITNESS WHEREOF, the Landlord and the Tenant have signed and sealed this Lease. SIGNED, SEALED AND DELIVERED)

Trinity Centres Foundation Cambridge
Docusigned by: Graham Single Per:
) Authorized Signing Officer Graham Singh) Date: 12/17/2020
) Date: 12/17/2020
One Movement Dance O/A Autumn Fernandes
Per:
) Authorized Signing Officer
) Date:

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Schedule A Total Rentable Area





Schedule B

Landlord Work:

The landlord will be responsible for the following scope of work including but not limited to design, management permits and fees related to the following:

Full installation of Elevator to second and third floor. (location to be added to floor plans before Tenant begins work)

Installation of accessible bathroom on 2nd floor

Electrical updates and repairs

Installation of 2 new rooftop heating and air conditioning units.

Repair any roof leaks

Repair damaged ceilings on 3rd floor

Install Fire Rated Entrance Door with Glass Portal (location to approved and discussed with Tenant).

Install controlled entry system for locked door (Key: Electronic Fob or Mechanical Key)

Install required life safety equipment on all floors (including but not limited to fire detectors, safety lights, fire extinguishers, exit lights etc as required by code)

Remove 2nd floor kitchen, including the cabinets, plumping and appliances.

Install water line and drainage for Water bottle filling Station. Water filling unit to be provided and installed by tenant

Remove display shelves on 3rd floor.

Schedule C

Tenant Work:

All cosmetic interior work including but not limited to Paint and flooring for 2nd and 3rd floor

Build two change rooms on 2nd floor.

Configure and construct studio spaces on the 3rd floor.

Build central lobby and surveillance system for viewing studios

Install Water Bottle Filling station location to be determined.



Schedule D

Space Sharing Agreement

The following space sharing agreement is an informal agreement that is not only about the physical space, but about establishing a community and holistic operating partnership between River City Church, One Movement Dance, and Trinity Centres. The collaborative spirit for this document defines the space, the times and identifies requirements from all parties that will be mutually respected and managed by all stake holders involved. This document is meant to be deliberately vague as all parties understand that needs for space will evolve and change over time and through neighbourly collaboration we will all endeavour to be reasonably accommodating with one another.

Every Sunday One Movement will make space on the second and third floor available for River City Church to use as Fellowship space and Children's Ministry. In addition to accommodating the spirit of the agreement the following specifics will be put in place:

- Liability Insurance of up to \$2,000,000 that has Autumn Fernandes o/a ONE Movement listed on it
- No outside footwear on studio floors
- Small storage area required for Children's Ministry and Fellowship room
- Areas outside of the children's ministry and fellowship hall will remain locked

The stakeholders acknowledge that ONE Movement uses the space Monday - Friday 3:00pm-10:00pm and Saturday's 9:00am-4:00pm and outside of these times there more flexibility for additional usage if more time in the space is needed.

As good neighbours and stewards of 15 Wellington all parties will ensure that the spaces are clean and safe for handoff for each others use at the beginning and end of each Sunday. And in the event of accidental damage its acknowledged that timely and open communications are the best way to ensure that we make changes to mitigate any ongoing future problems. At any time Trinity Centres Foundation is open to acting as an intermediary or mediator if required.

Docusigned by:

Graham Single

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12/17/2020

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Dec. 31, 2019

APPENDIX "H"

Proactive Training Sublicense dated September 17, 2020

SUB-LICENSE AGREEMENT

THIS SUB-LICENSE IS MADE AS OF September 17th, 2020

BETWEEN:

Trinity Centres Cambridge

(the "Landlord")

- and -

Emerson Petri on behalf of Proactive Training

(the "Tenant")

ARTICLE I

- 1. Definitions
- 1.1. In this Sub-License and the Schedules forming part of it, the following definitions apply:
- 1.1.1. "Building" means the lands described in Schedule "A" as those lands are altered, expanded, or reduced from time to time and any buildings, improvements, equipment and facilities erected on them or situated on or in them from time to time, including the Common Areas and Facilities.
- 1.1.4. "Common Areas and Facilities" means those areas, facilities, utilities, improvements, equipment and installations which, (i) are in the Building and from time to time, are not designated or intended by the Landlord to be leased to tenants of the building, (ii) although they are not in the Building, they serve or are for the benefit of the Building and are designated from time to time by the Landlord as part of the common Areas and Facilities, or (iii) are provided or designated from time to time by the Landlord for the use or benefit of the tenants in common with others entitled to their use or benefit, in the manner and for the purposes permitted by this Lease.

Common Areas and Facilities includes but is not limited to, whether or not such areas and facilities are above or below grade or both, the roof, exterior wall assemblies including weather wall, exterior and interior structural elements and bearing walls in the building or buildings and improvements comprising the Building, parking areas (if any), the entrances and exits, access roads, truck courts, driveways, truck ways, loading docks and related areas, sidewalks, landscaped areas, equipment, furniture, furnishings and fixtures, stairways, lobby, storage areas, corridors, tenant common washrooms, electrical, telephone, meter, mechanical, mail, storage and janitor rooms, fire prevention, security and communication systems, general signs, columns, pipes, electrical, plumbing, drainage, mechanical, and the other installations, equipment or services located in the Building or related to it as well as the structures housing them, and the HVAC System of the Building as defined in Article VIII. All areas of the Common Areas and Facilities located in the interior of the Building are herein referred to as "Interior Common Areas"

- 1.1.5. "HVAC System" means the entirety of any system in the Building for the supply of heating, ventilating and/or cooling wherever such system, or portions thereof is or are located, and the improvements and fixtures necessary therefor and all the appurtenances and equipment associated therewith (including without limitation the apparatus for the further processing and distribution or exhaust of air such as ducts, diffusers, reheat coils, controls and other apparatus and equipment therefor, and includes such apparatus located within rent able premises).
- 1.1.6. "Indemnifier" means the Person who has executed or agreed to execute the Indemnity Agreement, which is attached to this Lease as Appendix "A" (if there is such a Person).
- 1.1.7. "Person" if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships, or corporations or any combination of them.
- 1.1.8. "Proportionate Share" means a fraction, which has as its numerator the Rentable Area of the Leased Premises, and as its denominator, the Rentable Area of the Building.
- 1.1.9. "Rent" means the Monthly Gross Rent and any other money or charges which the Tenant is required to pay under this Lease.
- 1.1.10. "Rentable Area" means the aggregate area of premises within the Building from time to time which are leased to tenants or which are designated by the Landlord for that purpose.
- 1.1.12. "Rentable Area of the Leased Premises" means the total area of the Leased Premises expressed in square feet determined in accordance with BOMA industry standards of the floor area of the Leased Premises, measured from the inside finish of the permanent outer walls and the center line of all interior walls separating the Leased Premises from adjoining areas, from the top surface of the structural subfloor to the bottom surface of the structural ceiling, with no deduction for space occupied by projections, structures, or columns, structural or non-structural.
- 1.1.13. "Rentable Area of the Building" means the total of all Rentable Areas.
- 1.1.14. "Rentable Year" means a period of twelve (12) consecutive full calendar months, the first Rental Year beginning on the date of commencement of the Term if the date of commencement of the Term shall occur on the 1st day of a calendar month; if not, then the first Rental Year shall commence upon the 1st day of the calendar month next following the date of commencement of the Term. Each succeeding Rental Year shall commence upon the anniversary date of the first Rental Year. Notwithstanding the foregoing, if the Landlord considers it necessary or convenient, it may from time to time, by written notice to the Tenant, specify an annual date from which each subsequent Rental Year for the purposes of any of the Articles, Sections or other provisions of this Lease is to commence, and, the Rental Year then current for that purpose or those purposes, will terminate on the day immediately preceding the commencement of that new Rental Year.
- 1.1.15. "Lease" shall refer to the Sub-License Agreement between the Tenant and Trinity Centres Foundation.

2. Intent and Interpretation: This Agreement is a Sub-License of space from the Landlord, Trinity Centres Foundation. All references to "Lease" in the Agreement are in fact a sub-license.

2.1. Gross Lease

This Lease is a gross lease consisting of base rent, proportional Taxes, Maintenance, Insurance and utilities. Except as otherwise stated in this sublease, (i) the Landlord is not responsible for any costs, charges, expenses or outlays arising from or relating to the Tenant's business. The Tenant will pay all charges, impositions, costs and expenses of every nature relating to their use and occupancy of them, or their contents.

2.2. Extended Meanings

The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Lease relate to the whole of this Lease and not to that section or subsection only, unless otherwise expressly provided. The use of the neuter singular pronoun to refer to the Landlord or the Tenant is deemed a proper reference even though the Landlord or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

2.3. Entire Agreement

This Lease is comprised of the main body of this document, as well as the Schedules and riders, if any, attached to it and the Rules and Regulations adopted and promulgated by the Landlord under Section 17.1 all of which set out every covenant, promise, agreement, condition and understanding between the Landlord and the Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those set out in this Lease. Except as may be expressly stated otherwise in this Lease, no subsequent alteration, amendment, change or additions to this Lease will be binding upon the Landlord or the Tenant unless in writing and signed by the Tenant and the Landlord.

2.4. Governing Law

This Lease will be construed in accordance with and governed by the laws of the Province of Ontario.

2.5. Time of the Essence

Time is of the essence of this Lease and each part of it.

ARTICLE III

- 3. Grant of Term
- 3.1. Leased Premises
- 3.1.1. The Landlord leases to the Tenant and the Tenant leases from the Landlord, the premises designated as, 15 Wellington Street, Cambridge and having a Rentable Area of three thousand eight five (3,085) square feet useable rentable space (the "Leased Premises").
- 3.1.2. The approximate location of the Leased Premises is shown outlined in green on the plan attached as Schedule "A".

3.2. Use of Additional Areas

The use and occupation by the Tenant of the Leased Premises includes the non-exclusive right or license to use, subject to this Lease, the Common Areas and Facilities in common with others entitled to do so, and for the purposes for which they are intended.

- 3.2.1 The Lease includes 2 reserved parking spots in the North End Parking Lot.
- 3.3. Commencement and Ending Date of Term
- 3.3.1. The Tenant will have and hold the Leased Premises for and during the Term which will be, unless sooner terminated under other provisions of this Lease, the period of sixty (60) months, (the "Term") commencing on Jan 1st, 2021, (the "Commencement Date") and to be fully completed and ended on December 31st, 2026 (the "Expiry Date").
- 3.3.2. Rent Free Fixturing Period Upon signing this Agreement to December 31st, 2020 the Tenant will co-ordinate lease hold improvements to the rentable area with the Landlord. During this period the Tenant will not be responsible for the payment of Rent.
- 3.4. Option to Renew
- 3.4.1. The Tenant shall have the right, if not in default, to renew the Lease for One (1) successive, five (5) year period under the same terms and conditions herein contained, save and except for the rent, which shall be based on market rates and subject to arbitration.
- 3.4.2. If the Tenant decides to renew the Lease, it shall notify the Landlord in writing at least four (4) months prior to the expiry of the Term. If the Tenant does not wish to renew the Lease, the Landlord may, during the final four (4) months of the Term, place a "For Rent" sign on the tenants during normal business hours with a minimum of four (4) hours prior notice for the purpose of inspection, with the approval of the Tenant which shall not be unreasonable withheld.

ARTICLE IV

- 4. Rent
- 4.1. Covenant to Pay

The Tenant will pay Rent Monthly as provided in this Lease.

4.2. Minimum Rent

4.2.1. The Tenant will pay, beginning on the commencement Date, to the Landlord at the office of the Landlord or any other place designated by the Landlord, in Canadian money, without any previous demand, and without any deduction, or set-off, as Minimum Rent, PLUS ADDITIONAL RENT AND CHARGES: As indicated on the Agreement to Lease

ANNUAL RENTAL RATES
GROSS RENT \$39,000 per annum + HST
Monthly Rent of \$3250 + HST = \$3,672.50
Rent is subject to an annual increase of 2.5%, applied every January.

Total Rent payable in equal consecutive monthly installments, in advance on the fifth day of each calendar month of each Rental Year. The Tenant shall pay, in addition to Minimum Rent, any goods and services tax eligible thereon.

- 4.2.3 The Tenant will deliver to the Landlord at the beginning of each Rental Year a series of monthly post-dated cheques for the Rental Year, for the aggregate of the monthly payments of Minimum Rent and any payments of Additional Rent estimated by the Landlord in advance as well as any payments required by this Lease to be paid monthly in advance.
- 4.2.4 The Landlord acknowledges receipt of the sum of \$7,827.60 (incl HST) which will apply toward the first and last months rent.
- 4.2.6 If the Tenant fails to pay rent when it is due, the unpaid amount will bear interest at the rate of four percent (4%) in excess of the prime rate charged by the Landlord's bank for time to time from the date such arrears become due until paid to the Landlord.

ARTICLE V

- 5. Building and Common areas and Facilities Control and Payment
- 5.1 Control of the Building by the Landlord
- 5.1.1 The Landlord will control the management and operation of the Building acting reasonably. In its control, management and operation of the Building the Landlord will have, among its other rights, the right to, (i) close all or any part of the Building to the extent which the Landlord's counsel advised is legally sufficient to prevent a dedication of or the accrual of any rights of any Person or the public in the Building, (ii) grant, modify and terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Building, (iii) from time to time permit the Tenant to have the exclusive use of parts of the parking areas, if any, forming part of the Common Areas and Facilities and permit other tenants to have the exclusive use of parts of the parking areas, (iv) do whatever else, in the use of good business judgement, the Landlord determines to be advisable for the more efficient and proper operation of the Building, However, nothing herein shall limit the rights of the Tenant to use the common Area and Facilities and the Leased Premises in accordance with the terms of this Lease.

ARTICLE VI

- 6. Utilities
- 6.1 Charges for Utilities
- 6.1.1 The Landlord shall be solely responsible for and shall promptly pay all electricity, water, gas charges and other utility charges applicable to the Leased Premises.
- 6.1.2. The Landlord is not liable for, nor does it have any obligation with respect to an interruption or cessation of or a failure in the supply of any utilities, services or systems in, to, or serving the Building or the Leased Premises, whether supplied by the Landlord or others.

ARTICLE VII

7. HVAC

7.1 Heating, Ventilating and Air-Conditioning

The Landlord shall throughout the Term, operate, maintain and regulate the heating equipment and ventilating and air-conditioning equipment, if any, whether or not within the Leased Premises, in such a manner as to maintain during normal business hours such reasonable temperatures within the Leased Premises as is determined by the Landlord and its architect and engineers, acting reasonably. The Tenant shall comply with such stipulations and with all rules and regulations of the Landlord pertaining to the operation of such equipment. The Tenant acknowledges and agrees with the Landlord that the operation of such equipment may be ceased or suspended from time to time for making of repairs, alterations or improvements (which shall be made promptly) and that the Landlord shall have no responsibility or liability for the cessation or suspension of the operation of such equipment whether for the making or repairs, alterations or improvements or as a result of a strike or strikes or causes beyond the Landlord's reasonable control. The Tenant further agrees with the Landlord that the Tenant shall maintain adequate window shading conforming to the building standard in those offices having exterior windows exposed to the sun.

7.2 Supplementary Charge

If the Landlord, on the advice of its engineer determines that the Tenant's use of the HVAC System imposes abnormal demands on the HVAC System, the Tenant agrees to pay an amount determined by the Landlord, acting on the advice of its engineer, a supplementary charge which will be payable on demand at times, and in the manner determined by the Landlord.

ARTICLE VIII

- 8. Use of the Leased Premises
- 8.1 Use of the Leased Premises

The Tenant shall not use the Leased Premises or any part thereof for any purpose other than for general office, retail and fitness space, included but not limited to, weight lifting with music, Zumba, private training space, team building, fitness pictures, manual therapy, yoga, physical play space, seminars, nutrition coaching.

8.2 Conduct of Business

The Tenant will, throughout the Term, occupy the Leased Premises.

8.3 Nuisance and Waste

The Tenant will not commit or permit any waste upon, or damage to the Leased Premises or any nuisance or other act or thing which disturbs the enjoyment of any other Tenant and will not perform any acts or carry on any practices which may damage the Building.

8.4 Observance of Law

The Tenant will at its expense promptly, (i) comply with the requirements of all governmental authorities, including, federal, provincial and municipal legislative enactments, by-laws and other regulations now or subsequently in force which pertain to the Leased Premises, the Tenant's use of the Leased Premises, or the making of any repairs, replacements, alterations, or changes to the Leased Premises, and (ii) comply with police, fire and sanitary regulations imposed by the governmental authorities or made by fire insurance underwriters, and (iii) carry out all modifications or changes to the Leased Premises and the Tenant's conduct of business in or use of the Leased Premises which are required by any of those authorities.

ARTICLE IX

- 9. Insurance and Indemnity
- 9.1 Tenant's Insurance
- 9.1.1 The Tenant will, throughout the Term, at its expense, take out and maintain, in the name of the Tenant, and with respect to the insurance described in Sub-Subparagraphs 9.1.1.1 and 9.1.1.2 in the names of the Tenant, the Landlord and any mortgagee as their respective interests may appear, the following insurance:
- 9.1.1.1 insurance upon all property owned by the Tenant or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, and which is located within the Building including, but not limited to, fittings, installations, alterations, additions, partitions, fixtures and anything in the nature of a leasehold improvement, in an amount of at least ninety percent (90%) of the full replacement cost with coverage against at least the perils of fire and standard extended coverage including earthquake, flood and collapse;
- 9.1.1.2. comprehensive general liability insurance in the minimum amount of \$2,000,000.00, including All Risks tenant's legal liability insurance, personal injury liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the Leased Premises and the Tenant's use of the Common Areas and Facilities, coverage to include the activities and operations conducted by the Tenants and any other Persons on the Leased Premises, and by the

Tenant and any other Person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible in any other part of the Building.

- 9.1.2 The policies mentioned in Sub-Subparagraphs 10.1.1.1 and 10.1.1.2 will contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord, the Landlord's employees and against those for whom the Landlord is in law responsible, whether the damage is caused by the act, omission or negligence of the Landlord or those for whom the Landlord is in law responsible.
- 9.1.3. All policies, (i) will be taken out with insurers acceptable to the Landlord, (ii) will be in a form satisfactory from time to time to the Landlord, (iii) will be non-contributing with, and will apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee, and (iv) will not be invalidated as respects the interests of the Landlord and of any mortgagee by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies. All policies will contain an undertaking by the insurers to notify the Landlord and any mortgagee in writing by registered mail at least fifteen (15) days before any material change, cancellation or termination of them.
- 9.1.4. Certificates of insurance will be delivered to the Landlord as soon as possible after the placing of the required insurance but in any case before the Tenant obtains possession or use of the Leased Premises for any purpose. No review or approval of any insurance certificate by the Landlord derogates from or diminishes the Landlord's rights or the Tenant's obligations in this Lease including, but not limited to, those contained in this Article X.

9.2 Increase in Insurance Premiums

If the occupancy of the Leased Premises, the conduct of business in the Leased Premises, or any acts or omissions of the Tenant in the Building or any part of it cause an increase in premiums for the insurance carried from time to time by the Landlord on the Building, the Tenant will pay the increase as Additional Rent immediately after invoices for the additional premiums are rendered by the Landlord.

9.3 Cancellation of Insurance

If any insurance policy on the Building or any part of it is cancelled or threatened by the insurer to be cancelled, or if the coverage under it is reduced in any way by the insurer because of the use or occupation of any part of the Leased Premises by the Tenant or by any occupant of the Leased Premises, and if the Tenant fails to remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice by the Landlord, the Landlord may, either (i) re-enter and take possession of the Leased Premises immediately by leaving upon the Leased Premises a notice of its intention to do so upon which the Landlord will have the same rights and remedies as are contained in Article XVI, or (ii) enter upon the Leased Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage, and the Tenant will immediately pay the costs and expenses to the Landlord, together with a fee of fifteen percent (15%) of such costs and expenses representing the "Landlords" overhead, which costs and expenses may be collected by the Landlord as Additional Rent and the Landlord will not be liable for any damage or injury caused to any property of the Tenant or others located on the Leased Premises as a result of the entry. Such an entry by the Landlord is not a re-entry or a breach of any covenant for quiet enjoyment.

9.4 Loss or Damage

The Landlord will not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Building, or damage to property of the Tenant or of others located on the Leased Premises, nor will it be responsible for any loss of, or damage to, any property of the Tenant or others from any cause whatsoever, whether or not the death, injury, loss or employees agents or other Persons for whom it may in law be responsible, unless such is due to negligence of the Landlord. Without limiting the foregoing, the Landlord will not be liable for any injury or damage to Persons, or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or any other element, leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling or from the street or any other place, or by dampness or by any other cause whatsoever. The Landlord will not be liable for any damage caused by other tenants or Persons in the Building or by occupants of adjacent property, or the public, or caused by construction or by any private, public or quasi-public work. All of the property of the Tenant kept or stored on the Leased Premises will be kept or stored at the risk of the Tenant only, and the Tenant will indemnify the Landlord and save it harmless from any claims arising out of any damages to that property including, but not limited to, any subrogation claims by the Tenant's insurers. Notwithstanding anything contained in this Lease to the contrary, the Tenant will indemnify the Landlord and save it harmless from and against any and all losses (including loss of damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Leased Premises, or the occupancy or use by the Tenant of the Leased Premises, or any part of them, or occasioned anyone permitted to be on the Leased Premises by the Tenant. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with that litigation. The Tenant will also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms covenants and conditions in this Lease, unless a court decides otherwise.

9.5 Landlord's Insurance

The Landlord will carry:

- 9.5.1 insurance on the Building (excluding foundations and excavations) and the machinery, boilers and equipment contained in it and owned by the Landlord (excluding any property with respect to which the Tenant or other occupants are required to insure under Section 9.1 or similar Sections of their respective leases) against damage by fire and extended perils coverage in reasonable amounts and with reasonable deductions that would be carried by a prudent owner of a reasonable similar project, having regard to size, age and location;
- 9.5.2. public liability and property damage insurance with respect to the Landlord's operations in the Building, in reasonable amounts and with reasonable deductions that would be carried by a prudent owner of a reasonably similar Building, having regard to size, age and location; and
- 9.5.3. those other forms of insurance which the Landlord or any mortgagee considers advisable.

Notwithstanding the Landlord's covenants contained in this Section 10.5 and notwithstanding any contribution by the Tenant to the cost of insurance premiums provided herein, the Tenant acknowledges and agrees with the Landlord that (i) the Tenant is not relieved of any liability arising from or contributed to by its negligence or its willful acts or omissions, and (ii) no benefit is conferred upon or intended to be conferred upon the Tenant, and (iii) no insurable interest is conferred upon or intended to be conferred upon the Tenant under any policy or policies of insurance carried by the Landlord and the Tenant has no right to receive any proceeds of any such insurance policies carried by the Landlord. The Landlord shall provide certificates of insurance if requested by the Tenant.

ARTICLE X

- 10. Maintenance, Repairs and Alterations
- 10.1 Maintenance and Repairs by the Tenant

The Tenant will throughout the Term, at its sole cost keep in the same condition as when the tenant entered into the lease as required by the Landlord, and will (subject to Sections 10.2 and 10.3) make, with due diligence and dispatch, the needed repairs and replacements, not withstanding reasonable wear and tear.

10.1.2. All signs (both interior and exterior), partitions, and all fixtures located in or upon the Leased Premises.

10.2 Landlord's Approval of the Tenant's Work

10.2.1 The Tenant will not make any repairs, alterations, replacement, decorations or improvements (collectively called the "Work") not listed in Schedule C, to the Leased Premises without first obtaining the Landlord's written approval which shall not be unreasonably withheld. The Tenant will submit to the Landlord, (i) details of the proposed Work including drawings and specifications, (ii) whatever indemnification against liens, costs, damages and expenses the Landlord requires, and (iii) evidence that the Tenant has obtained the necessary consents, permits, licenses and inspections from the governmental authorities having jurisdiction.

10.3 Repair on Notice

In addition to the Tenant's obligations under Section 10.1, the Tenant will affect the maintenance and Work referred to in accordance with notice from the Landlord but failure to give the notice does not relieve the Tenant from its obligations under Section 10.1.

10.4 Surrender of the Leased Premises

On the expiry or earlier termination of the Term, the Tenant shall peaceably surrender the Leased Premises to the Landlord in the same condition as when the tenant entered into the lease; will deliver all keys for the Leased Premises to the Landlord at the Place then fixed for the payment of rent and will inform the Landlord of all combinations of locks, safes and vaults, if any in the Leased Premises. The Tenant will also remove its trade fixtures, any alterations or

improvements which the Landlord requests it to remove before surrendering the Leased Premises and will immediately repair any damage to the Leased Premises caused in the removal. This obligation survives the expiration of the Term or earlier termination of this Lease.

10.5 Repair Where Tenant at Fault

If the Building or any part of it or the Common Areas and Facilities or any part of them, require repair or replacement because of the acts of the Tenant (negligent or otherwise) the costs together with fifteen percent (15%) of that cost representing the Landlord's overhead will be paid by the Tenant to the Landlord on demand.

10.6 Tenant Not To Overload Floors or Other Facilities

The Tenant will not install any equipment which overloads the capacity of any utility, electrical or mechanical facilities in the Leased Premises or which the Landlord does not approve of and the Tenant will not bring upon the Leased Premises any machinery, equipment or thing which might, in the opinion of the Landlord, damage the Leased Premises or the Building.

10.7 Removal and Restoration by the Tenant

The alterations, decorations, additions and improvements made by the Tenant, shall remain the property of the Tenant but will not be removed from the Leased Premises during the Term except that, (i) the Tenant may, with the prior written consent of the Landlord, remove the trade fixtures

10.8 Notice by the Tenant

The Tenant will, when it becomes aware of it, notify the Landlord of any damage to, or deficiency or defect in the Building, including the Leased Premises, and any equipment or utility systems, or installations located in it, whether or not the Landlord has obligations to repair the damage, or remedy the deficiency or defect.

10.9 Liens

The Tenant will promptly pay its contractors, material men, suppliers and workmen and will do everything necessary to ensure that no lien is registered against the Building or any part of it, or against the Landlord's interest in the Building, or against the Tenants interest in the Leased Premises, and if such a lien is made, filed, or registered, the Tenant will discharge it or cause it to be discharged immediately at the Tenant's expense. If the Tenant fails to complete this obligation, the Landlord, in addition to its other remedies, may, but will not be required to, discharge the lien by paying the amount claimed into court or directly to the lien claimant and the amount so paid together with the costs and expenses including solicitors fees (on a solicitor and his client basis) and a fee of fifteen percent (15%) of such costs and expenses representing the Landlord's overhead, will be payable by the Tenant on demand.

10.10 Signs and Advertising

The Tenant will not paint, affix, or display any sign, picture, advertisement, notice, lettering or decoration on any part of the exterior of or in any part of the Leased Premises which is visible from the exterior of the leased Premises. All signs erected by the Tenant will be of uniform size,

lettering and location as the signs of the other tenants of the Building. If the Landlord establishes a sign policy for the tenants of the Building, then the Landlord will be entitled to erect all of the signs in or on the Building. The cost of the sign and the installation of it will be paid by the Tenant as Additional Rent on demand together with fifteen percent (15%) of the costs representing the Landlord's overhead.

10.11 Title to Tenant Fixtures and Equipment

The Tenant shall not sell, transfer, assign, pledge, mortgage, grant a security interest in or in any way encumber all or any of its fixtures used in the operation of its business from the Leased Premises.

10.12 Landlord Work

The Landlord will make the following repairs, alterations, replacement, decorations or improvements (collectively called the "Landlord Work") to the Leased Premises prior to the commencement of the Lease as Scheduled B:

- Paint the ceiling in the Gym
- Replace the Carpet in the hallway and entry
- Replace Ceiling tiles in hallway and entry
- Install new lighting in the hallway and entry
- Provide hot water to the washrooms
- Ensure plumbing fixtures in washrooms are in good working order
- Install a steel/glass man door connecting the Gym to the "Choir Room"
- Replace existing thermostats

ARTICLE XI

11. Damage and Destruction and Expropriation

11.1 Destruction of the Leased Premises

Provided, and it is hereby expressly agreed, that if and whenever during the Term the building forming part of the Building shall be destroyed or damaged by fire, lightning or such other perils as are insured against by the Landlord, then in every such event:

11.1.1 If the damage or destruction renders twenty-five percent (25%) or more of the Rentable Area of the Building wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, or if in the opinion of the Landlord's Architect (acting reasonably) the Building is damaged or destroyed to such a material extent or the damage or destruction is of such a material extent or the damage or destruction is of such a nature that the Building must be or should be totally or partially demolished, whether or not the Leased Premises are damaged or destroyed, whether to be re-constructed in whole or in part, or not, the Landlord or Tenant may at its option, terminate this Lease by giving notice in writing of such termination, in which event this Lease and the Term hereby demised shall cease and be at an end as of the date of such destruction or damage, and the Rent shall be apportioned and paid in full to the date of such destruction or damage.

- 11.1.2. If the damage or destruction is such that the Leased Premises is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, and if in either event, the damage, in the opinion of the Landlord's Architect (acting reasonably) can not be repaired within reasonable diligence within ninety (90) days from the happening of such damage or destruction, then the Landlord or Tenant may terminate this Lease by giving notice in writing of such termination, in which event this Lease and the Term hereby demised shall cease and be at an end as at the date of such destruction or damage and the Rent shall be apportioned and paid in full to the date of such destruction or damage; in the event that the Landlord does not terminate this Lease, the Landlord will do the Landlord's Work and Minimum Rent (but not Additional Rent) will abate (to the extent of insurance recoveries received by the Landlord) from the date of the damage or destruction until the Landlord has completed the Landlord's Work; "Landlord's Work" in this Article XII means the reconstruction or repair of the floor, walls and roof of the Leased Premises to the extent which the Architect determines is necessary to enable the Tenant to commence its leasehold improvements and perform the repairs and replacements described in Subparagraph 10.1.1.
- 11.1.3. If the damage be such that the portion of the Leased Premises is wholly unfit for occupancy or if it is impossible or unsafe to use or occupy it, but if in either event the damage, in the opinion of the Landlord's Architect (acting reasonably), can be repaired with reasonable diligence within ninety (90) days from the happening of such damage, the Landlord will do the Landlord's Work and Minimum Rent will abate to the extent of insurance recoveries received by the Landlord from the date of the damage or destruction until the Landlord has completed the Landlord's Work.
- 11.1.4. If in the opinion of the Landlord's Architect the damage to the Leased Premises can be made good, as aforesaid, within ninety (90) days of the happening of such destruction or damage and the damage is such that the portion of the Leased Premises is capable of being partially used for the purposes for which it is hereby demised, then the Landlord will do the Landlord's Work and Minimum Rent will abate proportionately to the part of the Leased Premises rendered un-tenantable from the date of the damage or destruction until the Landlord has completed the Landlord's Work.
- 11.1.5. In the event the Landlord shall elect to repair, reconstruct, or rebuild the Building of which the Leased Premises forms a part in accordance with the provisions of this Article XII, it is acknowledged and agreed by the Tenant that the Landlord shall be entitled to use plans and specifications and working drawings in connection therewith other than those used in the original construction of the Building.
- 11.1.6. The decision of the Landlord's Architect as to the time within which the Building and/or the Leased Premises can or can not be repaired, the state of tenant ability of the Leased Premises and/or the Building and as to the date on which the Landlord's Work is completed, shall be final and binding on the parties hereto.

11.2 Expropriation

11.2.1 The Landlord and the Tenant will co-operate with each other in respect of any expropriation of any part of the Leased Premises or the Building so that each receives the maximum award for which they are respectively entitled. If part of the Building (other than the Leased Premises) is expropriated, the full proceeds accruing or awarded, will belong solely to the Landlord and the Tenant will assign to the Landlord any rights which it may have or acquire

in respect of those proceeds and will execute the documents which in the Landlord's opinion may be necessary to give effect to this intention.

ARTICLE XII

12. Assignment, Subletting, Parting with Possession and Corporate Control

12.1 Consent Required

12.1.1 The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage or encumber this Lease or the Leased Premises or any part of them nor will it permit the occupation of, or part with or share possession of all or any part of the Leased Premises by any Person (all of which transactions are referred to in this Article XII as "Transfers") without the prior written consent of the Landlord in each instance, which consent, will not be unreasonably withheld or delayed. The consent by the Landlord to any Transfer will not constitute a waiver of the necessity for the Landlord's consent to any subsequent or other Transfer whether by the Tenant or the transferee. This restriction on Transfers applies also to any Transfer by operation of law. Notwithstanding any Transfer the Tenant shall remain liable for the performance and observance of all the terms and conditions in this Lease, including without limitation, the payment of Minimum Rent and Additional Rent, notwithstanding any direct covenant by the transferee and the naming of the Landlord as a party to the Transfer and without limiting the generality of the foregoing, any breach or non-performance by the transferee under the terms of the assignment or sublease, as the case may be, shall be deemed to be the breach or non-performance of the Tenant.

12.2 Corporate Ownership

12.2.1 If the Tenant is a corporation, any transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription from time to time of all or any part of the corporate shares of the Tenant, or of any parent or subsidiary corporation of the Tenant, or any corporation which is an associate or affiliate of the Tenant (within the meaning of the Business Corporations Act of Ontario) which results in any change in the present effective voting control of the Tenant by the Person holding that voting control at the date of execution of this Lease (or at the date of a Transfer to a corporation) will be considered for all purposes to be a Transfer to which Section 12.1 and Section 12.2 of this Lease apply.

12.3.1 Tenant Agrees to share space with River City Church between 10:00 to 12 on Sundays as outlined in Schedule "D" of this Agreement.

ARTICLE XIII

- 13. Access and Alterations
- 13.1 Right of Entry
- 13.1.1 The Landlord and its agents may enter the leased Premises at all reasonable times given 24 hours notice to examine them and to make promptly repairs, alterations, changes, adjustments, improvements or additions to the Leased Premises or to the Building or any part of them including, but not limited to, the pipes, conduits, wiring, ducts and other installations in the Leased Premises, where necessary to serve another part of the Building, and for that

purpose, the Landlord may take material into the Leased Premises without it constituting a reentry or a breach of covenant for quiet enjoyment. The Rent will not abate or be reduced while the work is being done.

In case of an emergency the Tenant acknowledges that 24 hours notice may not be able to be given.

13.1.2. The Landlord and its agents have the right to enter the Leased Premises at all reasonable times to show them to prospective purchasers, lessees or mortgagees and during the four (4) months prior to the expiry of the Term, the Landlord may place upon the Leased Premises the usual "For Rent" or "For Sale" notices.

ARTICLE XIV

14. Attornment and Subordination

14.1.1 The Tenant's rights under this Lease are subordinate to any instruments of financing, refinancing, or collateral financing and renewals or extensions of them from time to time in existence against the lands, buildings and improvements forming the Building. Upon request, the Tenant will subordinate this Lease and all of its rights under it, in the form the Landlord requires, to the mortgages, trust deeds and the charge or lien resulting from them, and any instrument of financing, refinancing or collateral financing and to all advances made or to be made upon the security of them, and if requested, the Tenant will at torn to the holder or holders of them provided that any such subordination shall provide that the Tenant shall be entitled to remain in possession so long as the Tenant is not in default under the Lease.

ARTICLE XV

- 15. Default
- 15.1 Event of Default

An "Event of Default" will be considered to have occurred if any one or more of the following happens:

- 15.1.1 The Tenant fails to pay any Rent when due;
- 15.1.2. The Tenant fails to observe or perform any other of the terms, covenants, conditions or agreements contained in this Lease and the failure continues for fifteen (15) days after written notice from the landlord to the Tenant specifying the failure;
- 15.1.3. The Term or any of the goods, chattels, or fixtures of the Tenant on the Leased Premises are seized or taken in execution or attached by any creditor;
- 15.1.4. A writ of execution or sequestration issues against the assets, chattels, or fixtures or the Tenant;
- 15.1.5. The Tenant makes a bulk sale without complying with the Bulk Sales Act of Ontario;

- 15.1.6. The Leased Premises have been abandoned and remain vacant for twenty (20) consecutive days while they are suitable for use by the Tenant, government lockdown protocol not withstanding;
- 15.1.7. The Leased Premises are used by any Person other than those Persons entitled to use them under this Lease;
- 15.1.8. The Tenant or any Indemnifier makes an assignment for the benefit of creditors or commits any act of bankruptcy as defined in the Bankruptcy Act of Canada, or becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
- 15.1.9. An order is made for the winding-up or liquidation of the Tenant or the Tenant voluntarily commences winding-up procedures or liquidation; and
- 15.1.10.An order or appointment is made for a receiver or a receiver and manager of the Tenant's assets or any part of them.
- 15.2 Rights of the Landlord

Upon the occurrence of any Event of Default the following provisions apply:

- 15.2.1. The Landlord will be entitled to re-enter the Leased Premises and remove all property from the Leased Premises and the property may be sold or disposed of by the Landlord as it considers advisable or may be stored in a public warehouse or elsewhere at the cost and for the Tenant, all without service of notice or resort to legal process and without the Landlord being guilty of trespass or being liable for any loss or damage which may be occasioned; and
- 15.2.2. The Landlord may without notice re-enter and take possession of the Leased Premises as though the Tenant or any occupant or occupants of the Leased Premises was or were holding over after the expiration of the Term without any right whatever, and this Lease and the Term will be terminated;
- 15.2.3. If the landlord elects to re-enter the Leased Premises as provided in this Article XVI, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make those alterations and repairs which are necessary in order to re-let the Leased Premises or any part of them for the term or terms (which may be for a term extending beyond the Term) and conditions which the Landlord in its discretion considers advisable. Upon each re-letting will be applied, first to the payment of any indebtedness other than Rent due under this Lease from any Tenant to the Landlord; second to the payment of any costs and expenses of the reletting including brokerage fees and solicitors fees and the costs of the alterations and repairs; third to the payment of Rent due and unpaid under this Lease, and the residue if any will be held by the Landlord and applied as payment of future Rent as it becomes due under this Lease. If the Rent received from the re-letting during any month is less than that to be paid during that month by the Tenant under this Lease, the Tenant will pay the deficiency, which will be calculated and paid monthly in advance on or before the first day of each month. No re-entry or taking possession of the Leased Premises by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that intention is given to the Tenant. The Landlord may at any time afterwards elect to terminate this Lease for the previous breach. If the

Landlord at any time terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it incurs by reason of the breach including the costs of recovering the Leased Premises, solicitors fees (on a solicitor and his client basis) and including the worth at the time of the termination, of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid under this Lease for the remainder of the stated Term over the then reasonable rental value of the Leased Premises for the remainder of the stated Term. All of the mentioned amounts will be immediately due and payable by the Tenant to the Landlord; and

15.2.4. The full amount of the current month's installment of Minimum Rent and Additional Rent together with the next three (3) month's installments of Minimum Rent and Additional rent, all of which will be deemed to be accruing on a day to day basis, will immediately become due and payable as accelerated Rent, and the Landlord may immediately distrain for that accelerated Rent together with any arrears.

15.3 Expenses

If legal action is brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions contained in this Lease on the part of the Tenant to be kept or performed, and a breach is established, the Tenant will pay to the Landlord all the expenses incurred in connection with it, including a solicitor's fee (on a solicitor and his client basis), unless a court otherwise awards.

15.4 Removal of Chattels

If the Tenant removes its goods and chattels from the Leased Premises, the Landlord may follow them for thirty (30) days as provided in the Landlord and Tenant Act of Ontario.

15.5 Waiver of Exemption from Distress

Notwithstanding anything contained in Section 30 of the Landlord and Tenant Act of Ontario, none of the goods and chattels of the Tenant at any time during the Term, on the Leased Premises, will be exempt from levy by distress for Rent in arrears and if any claim is made for such an exemption by the Tenant, or if distress is made by the Landlord, this Section may be pleaded as an estoppels against the Tenant in any action brought to test the right of the levying upon any of those goods which are named as exempted in any provisions of that Act or any amendments of it. The Tenant waives the rights which it has or which it might have or which it might have had under any provisions of that Act, or any amendments of it, were it not for this provision.

15.6 Landlords' Right to cure the Tenant's Default or Perform

The Tenant's Covenants

In addition to its other rights and remedies, the Landlord, if the Tenant defaults under this Lease, may at its option remedy or attempt to remedy the default of the Tenant after default and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the leased Premises to do any work or other things on them, in which case all the Landlord's costs and expenses will be payable by the Tenant together with a fee of fifteen percent (15%) of all those costs and expenses representing the Landlord's overhead, as

Additional Rent on demand. The Landlord will not be liable for any loss or damage resulting from any action or entry by the Landlord under this Section and will no be considered to have breached any covenant for quiet enjoyment.

15.7 Remedies Generally

Mention in this Lease of any particular remedy of the Landlord for a default or Event of Default by the Tenant does not preclude the Landlord from any other remedy in respect of it. No remedy will be exclusive or dependent upon any other remedy but the Landlord may from time to time exercise one or more of the obligations of the Landlord under this Lease, the Tenant's only remedy will be for damages. The Tenant will not apply for injunctive relief and this provision may be pleaded as an estoppels in any proceedings taken by the Tenant to obtain injunctive relief.

ARTICLE XVI

16. Miscellaneous

16.1 Rules and Regulations

The Rules and Regulations adopted and promulgated by the Landlord from time to time are a part of this Lease and the Tenant will comply with and observe them. The Rules and Regulations will be adopted and promulgated by the Landlord acting reasonably. The Tenant's failure to keep and observe the Rules and Regulations is a default under this Lease in the same manner as if the Rules and Regulations were set out as covenants in this Lease. The Landlord may from time to time amend or supplement the Rules and Regulations. Notice of the Rules and Regulations and amendments and supplements, if any, will be given to the Tenant and the Tenant's obligation to comply with and observe them arises upon its being notified.

16.2 Over-holding

If the Tenant remains in possession of the Leased Premises after the end of the Term with or without the written consent of the Landlord, it will be a monthly tenant and be liable for payment of Rent at the rate equal to twice the rate of Rent which it was responsible for paying during the last year of the Term.

16.3 Successors

The rights and liabilities granted to or imposed upon the respective parties to this Lease, extend to and bind the successors and assigns of the Landlord and the heirs, executors, administrators and permitted successors and assigns of Tenant. No rights, however, inure to the benefit of any assignee of the Tenant unless the assignment to the assignee has been approved by the Landlord in writing in accordance with Section 12.1. If there is more than one Tenant, they are all bound jointly and severally by the terms, covenants and conditions in this Lease.

16.4 Waiver

The waiver by the Landlord of any breach of an obligation by the Tenant is not to be considered a waiver of any subsequent breach of the obligation or any other obligation. The subsequent

acceptance of Rent by the Landlord is not to be construed as a waiver of any preceding breach by the Tenant of any obligation under this Lease, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of that Rent. No obligation will be considered to have been waived by the Landlord unless the waiver is in writing by the Landlord.

16.5 Accord and Satisfaction

No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly payment of Minimum Rent is to be construed as other than on account of the earliest stipulated Minimum Rent, nor is any endorsement or statement on any cheque or any letter accompanying any cheque or payment or Rent to be considered an acknowledgement of full payment or an accord and satisfaction, and the landlord may accept payment and cash cheques without prejudice to the Landlord's right to recover the balance of the Rent or pursue its other remedies.

16.6 Force Majeure

Notwithstanding anything to the contrary contained in this Lease, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such term, covenant or act within the appropriate time period after the expiration of the period of such delay. However, the provisions of this Section do not operate to excuse the Tenant from the prompt payment on Minimum Rent, Additional Rent or any other payments required by this Lease.

16.7 Partial Invalidity

If for any reason whatsoever any term, covenant or condition of the Lease, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

16.7.1 is deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof; and

16.7.2. continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

Neither party is obliged to enforce any term, covenant or condition of this Lease against any person, if, or to the extent by so doing, such party is caused to be in breach of any laws, rules, regulations or enactments from time to time in force.

16.8 Captions and Section Numbers

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

16.9 Notices

Any notice, demand, request or other instrument which may be or is required to be given under this Sub-License will be delivered in person or sent by registered mail postage prepaid and will be addressed to:

(i) if to the Landlord at:

Trinity Centres Foundation 1439 rue Sainte-Catherine Ouest Montreal, QC H3G 1S6

Or to such other person or at such other address as the Landlord designates by written notice, and

(ii) if to the Tenant, at the Leased Premises, or, at the Landlord's option, to the Tenant's head office at the Leased Premises.

Any notice, demand, request or consent will be conclusively deemed to have been given or made on the day upon which notice, demand, request or consent is delivered, or, if mailed, then five (5) days following the date of mailing and the time period referred to in the notice begins to run from the time of delivery or five (5) days following the date of mailing. Either party may at any time give notice in writing to the other of any change of address of the party giving notice and upon the giving of the address of the party for the giving of notices under this Lease. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument will only be delivered in person.

16.10 Registration

The Tenant will not register this Lease, notice of this Lease or any other document related to this Lease nor any notice of those documents against the lands or any part of them until it has obtained from the Landlord, its approval in writing concerning the form and content of the document to be registered. The Tenant will be responsible for payment to the Landlord of its expenses including legal fees and disbursements in connection with its review and approval.

16.11 Quiet Enjoyment

If the Tenant pays the Rent and other sums provided for under this Lease, and observes and performs all of the terms, covenants and conditions on its part to be observed and performed, the Tenant will peaceably and quietly hold and enjoy the Leased Premises for the Term demised under this Lease, without hindrance or interruption by the Landlord or any other Person lawfully claiming by, through or under the Landlord subject, however, to the terms, covenants and conditions of this Lease.

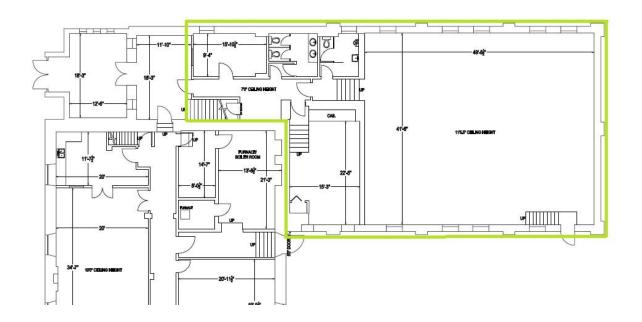
IN WITNESS WHEREOF, the Landlord and the Tenant have signed and sealed this Lease. SIGNED, SEALED AND DELIVERED)

Trinity Centres Cambridge

)
) Per:
) Authorized Signing Officer
) Date:
)
)
Proactive Training
)
)
)
) Per:
) Authorized Signing Officer
) Date:

Schedule A Total Rentable Area

Main/Basement Floor - 3,085 sf



Schedule B

Landlord Work:

The landlord will be responsible for the following scope of work including but not limited to design, management permits and fees related to the following:

Paint the ceiling in the Gym

Replace the Carpet in the hallway and entry

Replace Ceiling tiles in hallway and entry

Install new lighting in the hallway and entry

Provide hot water to the washrooms

Ensure all bathroom fixtures are functioning

Install a steel/glass man door connecting the Gym to the "Choir Room"

Replace existing thermostats

Install controlled entry system for locked door

Install required life safety equipment on all floors (including but not limited to fire detectors, safety lights, fire extinguishers, exit lights etc as required by code)

Schedule C

Tenant Work:

All cosmetic interior work

Alterations as required to Choir Room (Personal Training Room)

Alterations as required to group training and gym space

Remove Wall between Hallway and front office

Adhere turf and rubber flooring in the Gym

Install Fitness Equipment

Install small kitchenette

Schedule D

Space Sharing Agreement

The following space sharing agreement is an informal agreement that is not only about the physical space, but about establishing a community and holistic operating partnership between River City Church, Proactive Training, and Trinity Centres. The collaborative spirit for this document defines the space, the times and identifies requirements from all parties that will be mutually respected and managed by all stake holders involved. This document is meant to be deliberately vague as all parties understand that needs for space will evolve and change over time and through neighbourly collaboration we will all endeavour to be reasonably accommodating with one another.

On Sunday Proactive Training will make space in the gym available for River City Church to use as an active play space for the Children's Ministry. In addition to accommodating the spirit of the agreement the following specifics will be put in place:

- Liability Insurance of up to \$2,000,000 that has Proactive Training as a named insured
- No outside footwear on gym floors
- No crafts
- Thorough cleaning of Gym and bathrooms after each use
- Areas outside of the gym will remain out of bounds
- No use of fitness equipment

As good neighbours and stewards of 15 Wellington all parties will ensure that the spaces are clean and safe for handoff for each others use at the beginning and end of each Sunday. And in the event of accidental damage its acknowledged that timely and open communications are the best way to ensure that we make changes to mitigate any ongoing future problems. At any time Trinity Centres Foundation is open to acting as an intermediary or mediator if required.

APPENDIX "I"

Order of Justice Gibson of the Kitchener Court dated March 24, 2022

APPENDIX "I"

Court File No. CV-21-00000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	WEDNESDAY, THE 24TH
60001)	
JUSTICE GIBSON)	DAY OF MARCH, 2021



RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

INTERIM ORDER

THIS MOTION, made by the Plaintiff, River City Christian Reformed Church, for *inter alia*, the appointment of an interim receiver-manager over the Defendant, Trinity Centres Cambridge ("TCC"), pursuant to section 253(3)(b) of the *Not-for-profit Corporations Act* (the "CNCA") and section 101 of the *Courts of Justice Act*, was heard on March 24, 2021 via video conference at the Waterloo Region Courthouse, 85 Frederick Street, Kitchener, ON N2H 0A7.

ON HEARING the submissions of the lawyers for the Plaintiff, and for the Defendants, Trinity Centres Foundation ("TCF"), Graham Singh ("Mr. Singh"), Peter Elgersma ("Mr. Elgersma"), Coldpoint Holdings Ltd. ("Coldpoint"), and Miller Thomson LLP (collectively, the

"Defendants Represented by Counsel"), and upon being advised that: (i) the Defendant Miller Thomson takes no position and the remaining Defendants Represented by Counsel consent to the terms of this Interim Order, on a without prejudice basis; and (ii) the defendant, TCC, has not yet appointed counsel in response to this action,

1. THIS COURT ORDERS that the terms of this Order:

- (a) are issued entirely without prejudice to the Defendants' position that the Plaintiff
 is not entitled to any of the relief sought on this motion; and
- (b) are accordingly made without prejudice to the Defendants' claims and defences in this action, including without limitation their claims against the Plaintiff for any damages resulting from the issuance of this interim Order pending the return of the Plaintiff's motion.
- 2. **THIS COURT ORDERS** that the Plaintiff's motion is adjourned to the motion sittings the week of May 10, 2021 on the following terms:
 - (a) The directors of TCC, currently being Mr. Singh, Mr. Elgersma and Pamela O'Dell ("Ms. O'Dell"), shall each have read only access to the books and records of TCC, including: (i) pertaining to any current or successor bank accounts of TCC; and (ii) the accounting records of TCC hosted in Xero.com;
 - (b) No withdrawal or transfer from The Royal Bank of Canada Business Account #0001 103-247-3 shall be permitted without the joint written authorization from the Plaintiff's designate to the board of directors of TCC, currently Pamela O'Dell, and

one of either Mr. Singh or Mr. Elgersma, as the current TCF designate and joint designate to the TCC board of directors, respectively.

- the civic address of 15 Wellington Street, Cambridge (the "Property") without the unanimous written agreement of Mr. Singh, Mr. Elgersma, and Ms. O'Dell as the current directors of TCC, with the exception of the day-to-day upkeep of the Property, defined as utilities, insurance, appropriate taxes, essential waste disposal services, snow removal, security, de-icing and essential seasonal upkeep which shall continue to be managed by TCF on an as needed basis for the continued proper maintenance of the Property.
- (d) There shall be no management fees paid to TCF for the Property by TCC with the exception of fees in respect of the services in paragraph (c) above, which shall continue to be paid by the defendant, TCC on an as needed basis for the continued proper maintenance of the Property.
- (e) There shall be no contracts or agreements entered into by, or on behalf of, TCC without the written unanimous written agreement of Mr. Singh, Mr. Elgersma, and Ms. O'Dell as the current directors of TCC.
- (f) Coldpoint shall not take any steps to enforce the Loan Agreement between Coldpoint and TCC executed March 5, 2020 or its security interest in the collateral of TCC on account of the event of default cited in Coldpoint's demand letter, dated March 11, 2021, until the return of the Plaintiff's motion to appoint an interim receiver manager is adjudicated by this Court or an agreement is reached between

the Plaintiff, Coldpoint, TCC and TCF, unless and until (i) by the actions of RCC and/or TCF (acting jointly or separately), TCC commits a further event of default pursuant to the terms of the Loan Agreement, or (ii) with the consent of the Court.

- (g) TCC shall not hold meetings of its Board of Directors unless agreed upon by RCC and TCF, it being understood that each member of TCC is represented by counsel in this proceeding.
- (h) With respect to the Annual Meeting of TCC scheduled for April 15, 2021 at 1 p.m., the directors of TCC shall work cooperatively to prepare an agreed upon agenda and written resolutions to address the necessary business to be considered at the Annual Meeting.
- (i) The Parties will comply with the following schedule of steps to be completed for the return of the motion:
 - (i) Delivery of the Defendants' Responding material by April 14, 2021.
 - (ii) Delivery of the Plaintiff's Reply material by April 20, 2021.
 - (iii) Rule 39 Examinations to be completed by April 30, 2021.
 - (iv) Cross Examinations on affidavits to be held by April 30, 2021.
 - (v) Delivery of the Plaintiff's Factum and Book of Authorities by May 3, 2021.
 - (vi) Delivery of the Defendants Facta and Books of Authorities by May 7, 2021.

	(Signature of Judge)
Parties or by further order of the Court.	Justice M.R. Gibson
Parties on her fruther and an of the Court	
3. THIS COURT ORDERS that the above	e terms can be amended on the Consent of the

GRAHAM SINGH et al

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

Defendants

and

Defendants

SUPERIOR COURT OF JUSTICE ONTARIO

Proceeding commenced at Kitchener

INTERIM ORDER

WEINTRAUB ERSKINE HUANG LLP

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Tel:

Lawyers for the Plaintiff

RCP-E 4C (September 1, 2020)

APPENDIX "J"

Interim Order of Justice Sloan of the Kitchener Court dated May 20, 2021

APPENDIX "J"

Court File No. CV-21-00000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE)	THURSDAY, THE 20TH
JUSTICE SLOAN)	DAY OF MAY, 2021
BETWEEN:		
(Court Seal)		

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

INTERIM ORDER

THIS MOTION, made by the Plaintiff, River City Christian Reformed Church, for *inter alia*, the appointment of an interim receiver-manager over the Defendant, Trinity Centres Cambridge, pursuant to section 253(3)(b) of the *Not-for-profit Corporations Act* (the "CNCA") and section 101 of the *Courts of Justice Act*, was heard on May 20, 2021 via video conference at the Waterloo Region Courthouse, 85 Frederick Street, Kitchener, ON N2H 0A7, after initially being adjourned on consent and on a without prejudice basis to today's date, pursuant to the terms of the Interim Order of Justice Gibson issued March 24, 2021 (the "March 24th Interim Order").

ON HEARING the submissions of the lawyers for the Plaintiff, and for the Defendants, Trinity Centres Cambridge ("TCC"), Trinity Centres Foundation ("TCF"), Graham Singh, Peter Elgersma, Coldpoint Holdings Ltd., and Miller Thomson LLP, and upon being advised that the Parties consent to the terms of this further Interim Order, on a without prejudice basis, given this Court's direction that this matter should be heard in the Ontario Superior Court of Justice (Commercial List) (the "**Commercial List**") in Toronto, Ontario,

- 1. **THIS COURT ORDERS** that, at the request of this Honourable Court, the Plaintiff's motion shall be adjourned to a date to be scheduled, and that this action and motion shall be provisionally transferred to the Commercial List in accordance with paragraph 10 of the Consolidated Practice Direction Concerning the Commercial List.
- 2. **THIS COURT ORDERS** that the terms of the March 24th Interim Order are continued pending the determination of the Plaintiff's motion, except as the March 24th Interim Order is specifically varied by this further Interim Order.
- 3. **THIS COURT ORDERS** that the Plaintiff shall: (i) forthwith pay to TCC \$14,125.01, representing outstanding rents owing for March, April, and May 2021 at the 2020 Basic Rent rate as set out in the Plaintiff's Single Tenant Lease and Option Agreement with TCC; and (ii) shall continue to pay TCC the 2020 Basic Rent of \$4,166.67 plus HST on the first day of each and every month commencing June 1, 2021, pending the determination of the Plaintiff's Motion. This Order is made entirely without prejudice to all Parties' rights and remedies in respect of the appropriate 2021 rental amount to be paid by the Plaintiff to TCC.
- 4. **THIS COURT ORDERS** that the lands and premises having the civic address of 15 Wellington Street, Cambridge (the "**Property**") shall continue to be managed by TCF in

accordance with the March 24th Interim Order, but that paragraph 2(d) of the March 24th Interim Order is hereby varied to add the following:

Notwithstanding the foregoing, pending the determination of the Plaintiff's motion, TCC shall also pay TCF \$13,000 plus HST of TCF's quarterly invoice(s), the first such payment to be made by TCC on June 30, 2021 for Q2 2021. This Order is made entirely without prejudice to the parties' respective positions and claims concerning the proper quantum of fees, if any, which are to be paid to TCF by TCC.

- 5. **THIS COURT ORDERS** that the Plaintiff, TCC, and TCF shall use their best efforts in an effort to finalize a subtenancy agreement between RCC and the subject Montessori school.
- 6. **THIS COURT ORDERS** that the above terms, including the terms of the March 24th Interim Order, can be amended on the consent of the Parties or by further Order of the Ontario Superior Court of Justice.

(Signature of Judge)

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Defendants

and

GRAHAM SINGH et al

Defendants

Plaintiff

SUPERIOR COURT OF JUSTICE ONTARIO

Proceeding commenced at Kitchener

INTERIM ORDER

WEINTRAUB ERSKINE HUANG LLP

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(416) 306-8450 ext.2005

Lawyers for the Plaintiff

RCP-E 4C (September 1, 2020)

APPENDIX "K"

Letter dated October 30, 2021 from counsel to the Receiver

APPENDIX "K"



Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON Canada M5K 1K7 T 416.304,1616 F 416.304,1313

Leanne M. Williams T: 416-304-0600 E: lwilliams@tgf.ca File No. 2138-001

October 30, 2021

PERSONAL & CONFIDENTIAL

VIA EMAIL

Sara J. Erskine
Weintraub Erskine Huang LLP
Suite 501 – 365 Bay Street
Toronto, ON M5H 2V1

Dear Ms. Erskine:

Re: River City Christian Reformed Church "("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We are writing as counsel to Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (the "**Receiver**") of Trinity Centres Cambridge ("**TCC**"). As you are aware, the Receiver is in the process of marketing and selling 15 Wellington Street, Cambridge (the "**Property**").

We refer to the lease agreement between RCC and TCC dated March 5, 2020 (the "Lease") in respect of the Property. In accordance with Article 5 of the Lease, RCC is required to pay Basic Rent annually in the amount of \$250,000 ("Basic Rent"). The Receiver acknowledges that the Basic Rent can be lowered at the discretion of TCC. We further acknowledge the Interim Order of Justice Sloan dated May 20, 2021 temporarily setting the Basic Rent at \$4,166.17 + HST per month. Pursuant to paragraph 28 of the Order of Justice Dietrich dated September 21, 2021, the provisions of the Interim Order was terminated. In addition to Basic Rent, RCC is also obligated to pay all taxes, utilities and maintenance in accordance with the terms of the Lease.

It is the Receiver's position that the rent currently being paid by RCC is not appropriate in the circumstances given RCC's use of the Property. We also understand that RCC would like to negotiate an early termination provision of the Lease. As a result, the Receiver would like to discuss appropriate month-to-month lease terms that would continue during the Receiver's marketing and eventual sale of the Property.



Yours truly,

Thornton Grout Finnigan LLP

Leanne M. Williams

cc: Toni Vanderlaan

APPENDIX "L"

Letter dated November 1, 2021 from counsel to RCC

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To: Sara J. Erskine
Office: 416-597-5408
E-mail: Sara.erskine@wehlitigation.com

November 1, 2021

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams TGF Thornton Grout Finnigan LLP

Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We are in receipt of your letter of October 30, 2021. As you know, RCC is currently paying rent pursuant to the terms of the Interim Order of Justice Sloan dated May 20, 2021 (the "Interim Order") at the rate of \$4,166.17 + HST, or \$56,493.26 per year. We understand that the Order of Justice Dietrich dated September 21, 2021 terminated the provisions of the Interim Order.

We remain open to discussing appropriate lease terms in the interim during the Receiver's marketing and sale of 15 Wellington (the "**Property**"). Could you please advise as to the Receiver's understanding of what RCC's use of the space at the Property is?

As you know, the other two tenants at the Property pay similar rent to RCC. One Movement Dance is currently paying \$50,000 in basic rent annually and ProACTIVE Fitness is currently paying \$39,000 in basic rent annually. Please also advise what the Receiver believes would be an appropriate rent for RCC going forward.

Yours truly,

WEINTRAUB ERSKINE HUANG LLP

wa Skin

Sara J. Erskine

SJE/jx CC: Clients

CC: Toni Vanderlaan

APPENDIX "M"

Architectural drawings prepared by Larkin Architect Limited

DRAWING LIST

ARCHITECTURAL (STRUCTURAL INCLUDED)

- A-1 COVER PAGE, OBC MATRIX, LEGENDS AND LOCATION PLAN
- A-1A OBC COMPLIANCE PLANS
- A-2 BASEMENT FLOOR PLAN AND WASHROOM PLAN
- A-3 GROUND FLOOR PLAN AND UNIVERSAL WASHROOM PLAN
- A-4 SECOND FLOOR PLAN AND STRUCTURAL NOTES
- A-5 REFLECTED CEILING PLAN
- A-6 DOOR SCHEDULE AND DETAILS

MECHANICAL

M1.1 MECHANICAL DEMOLITION PLANS

- M2.1 MECHANICAL RENOVATION PLANS
- M2.2 MECHANICAL SCHEDULES AND SPECIFICATIONS

ELECTRICAL

- E-1 EMERGENCY AND FIRE ALARM BASEMENT
- E-2 EMERGENCY AND FIRE ALARM GROUND FLOOR
- E-3 EMERGENCY AND FIRE ALARM SECOND FLOOR
- E-4 SINGLE LINE DIAGRAM

LEGEND

EXISTING WALL TO REMAIN. REFER TO EXTERIOR WALL ASSEMBLIES AND INTERIOR PARTITION ASSEMBLIES FOR

INDICATES DOOR LOCATION, REFER TO DOOR SCHEDULE AND SPECIFICATIONS FOR DETAILS

INDICATES INTERIOR PARTITION, REFER TO

SECTION REFERENCE

DETAIL REFERENCE

INTERIOR ELEVATION REFERENCE

PLEASE CALL THE INSPECTOR BEFORE COMMENCMENT OF CONSTRUCTION

3.8.1.5. – CONTROLS FOR THE OPERATION OF BUILDING SERVICES SHALL BE WHEELCHAIR ACCESSIBLE USING A SIDE APPROACH, MOUNTED 1200mm ABOVE THE FLOOR FOR T-STATS or PULL STATIONS AND BETWEEN 900mm & 1100mm FOR ALL OTHER CONTROLS.

TRINITY CENTRES, 15 WELLINGTON STREET

Reference 1

3.2.2.10. & 3.2.5

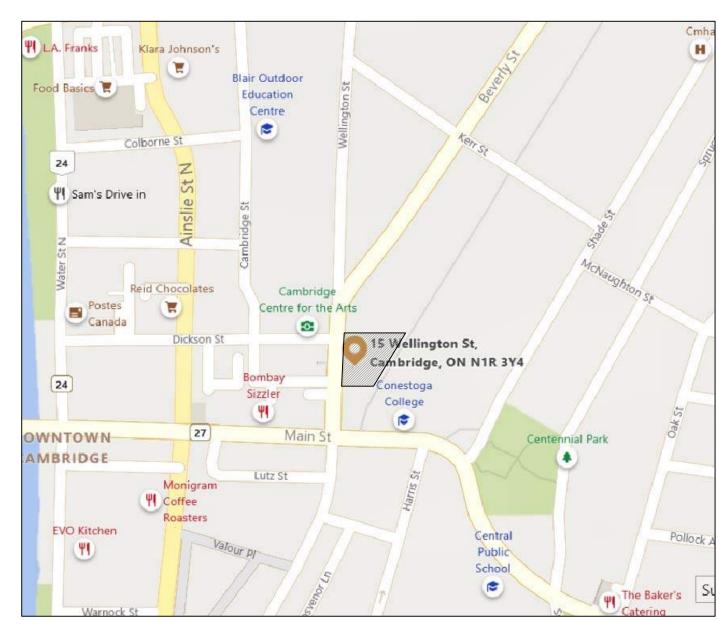
.11.2.1.1.B.-N.

October 2016

Ontacio Building Code Data Matrix, Part 11

FIRE DAMPERS ARE REQ'D IN DUCTS PENETRATING A FIRE SEPARATION. DAMPERS MUST BE INSTALLED AS PER MANUFACTURERS INSTALLATION REQ'MTS, IN PLANE OF F.S. & INCLUDE A TIGHTLY FITTED ACCESS DOOR FOR INSP. & RESETTING OF RELEASE DEVICE.

Please be advised that the issuance of this permit is subject to all restrictions and prohibitions under the law. More specifically, this permit does not mean that construction can be carried out in contravention of any Act, Regulation and/or provincial order prohibiting construction. Kindly review the list of construction projects deemed essential under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 and its Regulations, as amended, before proceeding with construction. It is recommended that you seek legal advice in order to avoid contravention of the law. Inspections will only be carried out on construction projects deemed essential under O. Reg 82/20, as amended.



LOCATION PLAN NTS

LOADBEARING WALLS, COLUMNS AND ARCHES SHALL HAVE A FIRE-RESISTANCE RATING NOT LESS THAN THAT REQUIRED FOR THE SUPPORTED ASSEMBLY.

ANY CHANGES TO EXISTING FIRE ALARM SYSTEM SHALL REQUIRE A FIRE **ALARM VERIFICATION CERTIFICATE**

COMBUSTIBLE PIPING IS PERMITTED TO PENETRATE A FIRE SEP. PROVDED IT IS SEALED AT THE PENETRATION WITH A FIRE STOP THAT HAS AN F RATING EQUAL TO THE FRR OF THE FIRE SEP. WITH A PRESSURE DIFFERENTIAL OF 50Pa BUT IT SHALL NOT BE LOCATED IN A VERTICAL

support to existing wood beam Change of major occupancy: ☑ No ☐ Yes <u>(Describe)</u> onstruction: 11.15 Compliance No ☐ Yes _(list numbers and describe) (list numbers and describe) (list numbers and describe) 1 All references are to Division B of the OBC usless preceded by [A] for Division A and [C] for Division C.

CITY OF CAMBRIDGE **BUILDING DIVISION**

THESE PLANS have been examined for compliance with the Ontario Building Code Requirements. A Building Permit is in Order to issue subject to any changes noted under the condition that the building will be constructed in accordance with the code

INSPECTOR

02/09/2021 DATE

Outacio Building Code Data Matrix, Part 11

October 2016

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION 3/4 HR FIRE SEPARATION 1 HR FIRE SEPARATION

PARTITION SCHEDULE

NONE FIRE RATED PARTITION

38 X 89mm WOOD STUDS @ 400 OC MAX HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

NONE FIRE RATED PARTITION 16MM GWB

38 X 89MM WOOD STUDS @ 400 OC MAX (P2) 100 ROCKWOOL INSULATION IN STUD SPACES HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

NONE FIRE RATED FURRED OUT SPACE 16mm GWB

38 X 89mm WOOD STUDS @ 400 OC MAX HEIGHT TO U/S STRUCTURE OR EXISTING GWB CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

FIRE RATED PARTITION (PROVIDES MINIMUM 45 MINUTES) FIRE PERFORMANCE RATINGS, TABLES 2.3.4.A; 2.3.4C;

16MM GWB TYPE 'X', (40 MINUTES) 38 X 89MM WOOD STUDS @ 400 OC MAX (20 MINUTES) 100 ROCKWOOL INSULATION IN STUD SPACES(15MINUTES) 16MM GWB TYPE 'X' (40 MINUTES) HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

(NOTE: REFER TO ROOM FINISH SCHEDULE AND AND INTERIOR ELEVATIONS FOR LOCATIONS TO RECEIVE WALL

11.00 Building Code O. Reg. 191/14 11.01 Project Type: ☐ Addition and renovation ☐ Addition □ Change of use escription: Interior Renovations to Existing Church and Auxiliary Facilities 11.02 Major Occupancy 2.2.25. Group A. Division 2, up to 2 Storeys, Church ⊠ No □ Yes Major Occupancies 11.04 Building Area (m²) 11.05 Building Height Storeys above grade 11.06 Number of Streets/ Firefighter access 11.07 Building Size ⊠ Medium □ Large □ > Large

Ontario Building Code Data Matrix

Part 11 - Renovation of Existing Building

		_						4 10 11 11 11
		Importance Category: [⊠ Normal □ Post-disaste	r			4.2.1.(3), 5.2.2.1.(2)
11.09	Renovation type:	Basic Renovation □	☐ Extensive F	Renovation				11.3.3.1. 11.3.3.2.
11.10	Occupant Load	Floor Level/Area	Occupancy Type	Based On		Occupa (Person	ent Load 18}	3.1.17.
		Basement	A2	Table 3.1.	<u>17.1</u>		110	
		Basement	A2	3.1.17.1(1)c(i)_		238	
		Ground Floor	A2	Table 3.1.	<u>17.1</u>		13	
		Ground Floor/Worship/Mezz	A2)c(i)		250	
		Ground Floor/Auditorium	A2	3.1.17.1(1)	:(0)		260	
		Second Floor	_A2	Table 3.1.1	7.1		107	
		Second Floor	_A2	3.1.17.1(1)x	<u> (i)</u>		120	
		Note that the worshipmezzar	rine space will :	not be occupied	concurr	ently wit	h all other sp	aces
.11	Plumbing Fixture Requirements	Ratio: <u>M/F = 1/1 E</u>	xcept as othe	rwise noted				3.7.4.
		Floor Level/Area	Occupant Load	OBC Reference	Fixtur Requi		<u>Fixtures</u> <u>Provided</u>	
		Max Total for Building	848	3.7.4.3(16)		6	12	
		Note that the worship s be occupied concurren Combined the two only	tly with the a	euxiliary space				
			require o na	tures.				
1.12	Barrier-free Design:	X Yes X No but all exi	New barri	aures. er free upgrade e not being up				11.3.3.2.(2)
1.12	Reduction in	y No. but all exi	New barri	er free upgrade		to be t		11.3.3.2.(2) 11.4.2.1.
		X No but all exi free.	New barri sting areas a	er free upgrade re not being up	graded	to be t		
	Reduction in	X No but all exifree. Structural:	New barri sting areas ar	er free upgrade e not being up	graded	to be t		11.4.2.1.
	Reduction in	X No but all exifree. Structural: By Increase in occupant le	New barri sting areas ar	er free upgrade re not being up No	graded	to be t		11.4.2.1. 11.4.2.2
	Reduction in	X No but all exifree. Structural: By Increase in occupant le	New barri sting areas a oad: oancy:	er free upgrade re not being up No No No	graded	to be to		11.4.2.1. 11.4.2.2. 11.4.2.3.

nge in Major Occupancy:

Yes

Not Applicable

(no change of major occupancy)

OBC MATRIX

Ontario Building Code Data Matrix, Part 1

Name of Practice:

oronto, Ontario

Name of Project:

nterior Renovations to

5 Wellington Street

15 Wellington Street

Cambridge, Ontario

Date: October 29, 2020

Jarkin Architect Limited

38 Broadview Avenue

THE ARCHITECT OR PROFESSIONAL ENGINEER OR BOTH SHALL BE RESPONSIBLE FOR THE FIELD REVIEW OF THIS BUILDING DURING THE COURSE OF CONSTRUCTION TO ENSURE CONFORMANCE

October 2016

TO THE DESIGN

NOT THE GRANTING OF A PERMIT NOR REVIEWING OF SPECS & DRAWINGS NOR INSPECTIONS MADE DURING INSTALLATION BY THE OFFICIAL HAVING JURISDICTION SHALL RELIEVE THE OWNER FROM REQUIREMENTS OF THE ONTARIO BUILDING CODE AND ANY OTHER REFERENCED REQUIREMENTS.

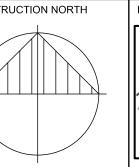
APPENDIX "M"

TRINITY CENTRES FOUNDATION / FONDATION DES CENTRES TRINITÉ 1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC,

TRINITYCENTRES.ORG

larkin architect limited

238 BROADVIEW AVENUE SECOND FLOOR TORONTO, ONTARIO TEL: (416) 504 6054



PROFESSIONAL STAMP ARCHITECTS 2 Michel Nau Soli MICHAELALLAN NICHOLAS-SCHMI

CONSULTANTS

STRUCTURAL CONSULTANT TACOMA ENGINEERING 176 SPEEDVALE AVE. WEST GUELPH, ON, N1H 1C3 PHONE: 519-763-2000 FAX: 519-824-2000

MECHANICAL CONSULTANT MA BRYAN ENGINEERING INC 285 WEBER STREET NORTH, WATERLOO, ON., N2J 3H8 PHONE: 519-489-2674

ELECTRICAL CONSULTANT ONTENCO INC 215 TOWNSEND DRIVE, BRESLAU, ONTARIO, NOB 1M0 PHONE: 519-760-0288

BACKFLOW PREVENTION DEVICES MAY BE REQUIRED AS PER BY-LAW 146-03.

ALL MATERIALS IN A CONCEALED SPACE USED AS RETURN AIR PLENUM MUST HAVE A FLAME-SPREAD RATING OF NOT MORE THAN 25 AND A SMOKE DEVELOPED CLASSIFICATION

NOT MORE THAN 50 DRAWINGS, SPECIFICATIONS AND SCHEDULES ARE COMPLEMENTARY EACH TO THE OTHER AND WHAT IS CALLED FOR BY ONE TO BE BINDING AS IF CALLED FOR BY ALL. SHOULD ANY DISCREPANCY APPEAR BETWEEN DOCUMENTS WHICH LEAVE DOUBT AS TO THE INTENT OF MEANING, ABIDE BY PRECENDENCE OF DOCUMENTS OR OBTAIN DIRECTION FROM THE CONSULTANT. REFER TO COVER SHEET A-000 FOR FULL LIST OF DRAWINGS. EXAMINE ALL DISCIPLINE DRAWINGS, SPECIFICATIONS AND SCHEDULES AND RELATED WORK TO ENSURE THAT WORK CAN BE

SATISFACTORILY EXECUTED. CONFLICTS OR ADDITIONAL WORK

ISSUED FOR BUILDING OCT. 29 **PERMIT** 2020 DESCRIPTION DATE

REVISIONS/DRAWING ISSUE INTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE ROJECT; AND TO REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE OCEEDING WITH THE WORK. DRAWINGS ARE NOT TO BE SCALED. CONTRACT DOCUMENTS REMAIN THE PROPERTY OF THE CONSULTANTS AND SHALL BE RETURNED UPON COMPLETION OF THE PROJECT.

INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

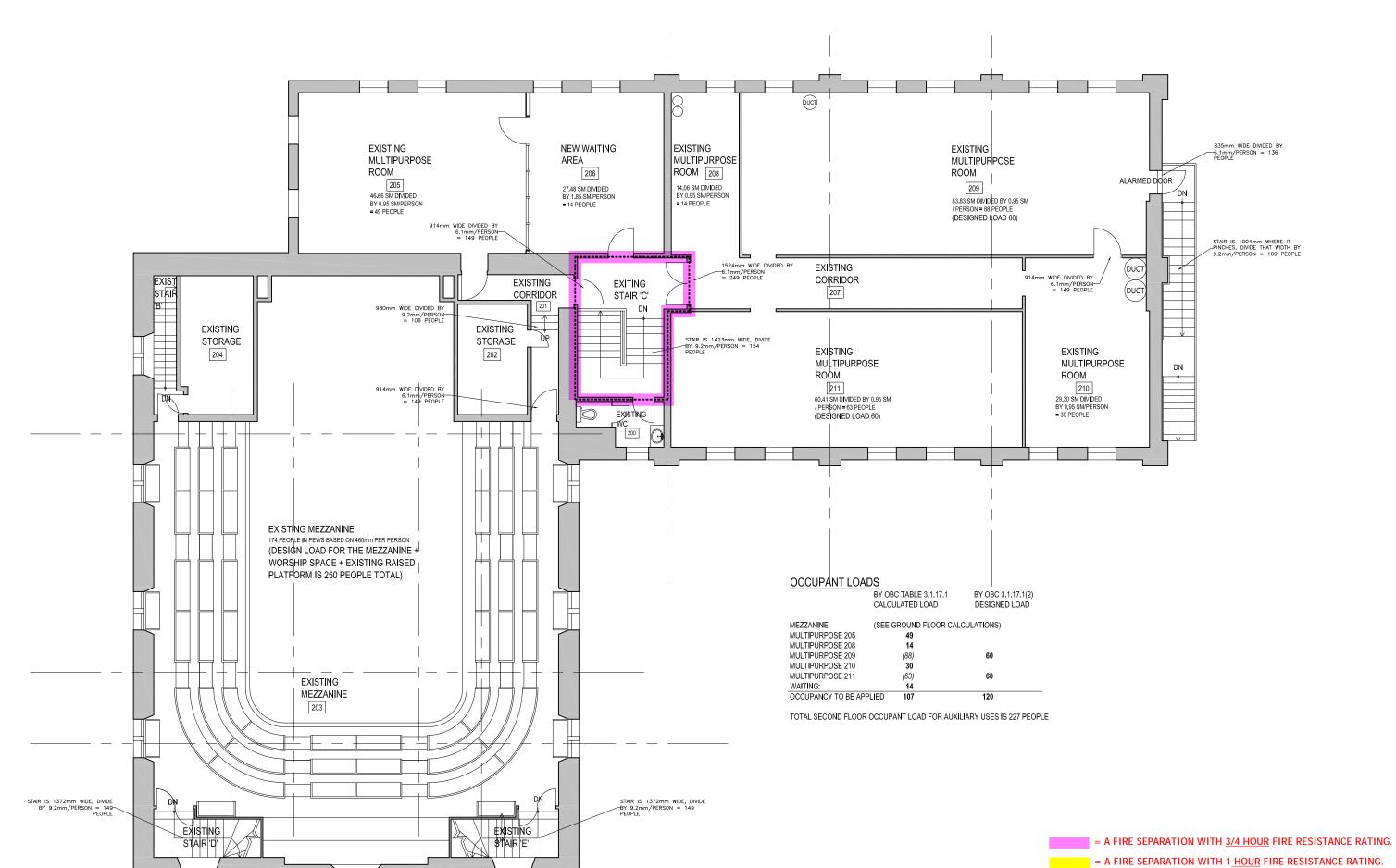
CAMBRIDGE, ONTARIO

PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020 AS NOTED

COVER PAGE, OBC MATRIX, LEGENDS,

LOCATION PLAN

A-1



SECOND FLOOR OBC COMPLIANCE PLAN

OFFICE 107

EXISTING

STORAGE

18.26 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON

PLATFORM

EXISTING WORSHIP

SPACE

199 22 SM DIVIDED BY 0.75 SM /PERSON = 265 HEOP

(DESIGN LOAD FOR THE MEZZANINE +

WORSHIP SPACE + EXISTING RAISED

PLATFORM IS 250 PEOPLE TOTAL)

NEW CHANGE

EXISTING MUSIC

STORAGE

6.1mm/PERSON = 149 PEOPLE

GROUND FLOOR OBC COMPLIANCE PLAN

ROOM NO 1

NEW CHANGE

ROOM NO 2

10.65 SM SM DIVIDED BY 1.85 SM / PERSON

STAIR 'C'

4.63 SM SM DIVIDED BY

AUDITORIUM

WORSHIP AREAS MEZZANINE

WORSHIP SPACE STAGE OCCUPANCY TO BE APPLIED

AUXILIARY USES EXISTING OFFICE

3 CHANGE ROOMS

AUDITORIUM & STAGI

OCCUPANCY TO BE APPLIED

WORSHIP SPACE USES IS 250 PEOPLE

EXISTING

57.58 SM DIVIDED

ALARMED DOOR

DOOR IS 850mm WIDE DIVIDED BY 6.1mm/PERSON = 139 PEOPLE

STAGE

(DESIGN LOAD FOR THE AUDITORIUM

+ STAGE IS 260 PEOPLE TOTAL)

GROUND FLOOR/MEZZANINE OCCUPANT LOADS

BY OBC TABLE 3.1.17.1

CALCULATED LOAD

TOTAL GROUND FLOOR (INCLUDING MEZZANINE) OCCUPANT LOAD FOR

TOTAL GROUND FLOOR OCCUPANT LOAD FOR AUXILIARY USES IS 273 PEOPLE

BY OBC 3.1.17.1(2

DESIGNED LOAD

OCCUPANT LOADS

BASEMENT	0	348
GROUND FLOOR (INCLUDING MEZZANINE)	250	273
SECOND FLOOR	0	227
TOTAL OCCUPANT LOADS	250	848

WORSHIP SPACE

NOTE: WORSHIP SPACE AND REMAINING SPACES INTENDED FOR AUXILIARY USES SHALL NOT BE OCCUPIED CONCURRENTLY

BASEMENT OBC COMPLIANCE PLAN

GENERAL NOTES

AUXILIARY USES

- ALL CALCULATED OCCUPANT LOADS FOR ROOMS ARE BASED ON 2012 OBC, 3.1.17 OCCUPANT LOAD, TABLE 3.1.17.1
- ALL DESIGNED OCCUPANT LOADS TO COMPLY WITH 2012 OBC, 3.1.17 OCCUPANT LOADS, ITEM (2)
- ALL CALCULATED OCCUPANT LOADS FOR DOORWAY EXIT WIDTH ARE BASED ON 2012 OBC, 3.4.3.2 EXIT WIDTH, ITEM (1)(A)
- ALL CALCULATED OCCUPANT LOADS FOR STAIR EXIT WIDTH ARE BASED ON 2012 OBC, 3.4.3.2 EXIT WIDTH, ITEM (2)
- REQUIRED FIRE SEPARATIONS BETWEEN FLOORS IS $\frac{3}{4}$ HR AS PER OBC
- REQUIRED FIRE RATING OF ROOF ASSEMBLY IS $\frac{3}{4}$ HR AS PER OBC 3.2.2.25. GROUP A, DIVISION 2, UP TO 2 STOREYS, 2(c)

3.2.2.25. GROUP A, DIVISION 2, UP TO 2 STOREYS, 2(a)

 WORSHIP SPACE AND REMAINING SPACES INTENDED FOR AUXILIARY USES SHALL NOT BE OCCUPIED CONCURRENTLY.

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION EXISTING 1 HR FIRE SEPARATION

6.1mm/PERSON = 249 PEOPLE RECEPTION MENS VESTIBULE CORRIDOR EXISTING GYMNASIUM 914mm WIDE DIVIDED BY 6.1mm/PERSON = 149 PEOPLE 191.65 SM DIVIDED BY 0.95 SM /PERSON = 201 PEOPLE (DESIGNED LOAD 178) MULTIPURPOSE EXISTING CUSTODIAN FURNACE/BOILER SERVERY OFFICE B12 -6.1mm/PERSON = 200 PEOPLE MULTIPURPOSE THIS DOOR IS 910mm WIDE DIVIDED BY 6.1MM/PERSON = 149 PEOPLE ROOM 64.45 SM SM DIVIDED BY 0.95 SM/PERSON MULTIPURPOSE (DESIGNED LOAD 60) BASEMENT OCCUPANT LOADS ROOM BY OBC TABLE 3.1.17.1 BY OBC 3.1.17.1(2) DESIGNED LOAD CALCULATED LOAD GYMNASIUM MULTIPURPOSE B08 MULTIPURPOSE B16 MULTIPURPOSE B24 CUSTODIAN OFFICE 2 OFFICES: EXISTING CORRIDOR RECEPTION:
OCCUPANCY TO BE APPLIED OFFICE B23 14.11 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON TOTAL BASEMENT OCCUPANT LOAD FOR AUXILIARY USES IS 348 PEOPLE MULTIPURPOSE ROOM REDUCED OFFICE B22 29.23 SM DIVIDED BY 0.95 SM/PERSOI = 30 PEOPLE 14.11 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON EXISTING WOMEN'S WO RAISED MECH'L SPACE UNEXCAVATED

CLIENT

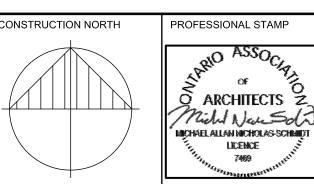
TRINITY CENTRES FOUNDATION / FONDATION DES CENTRES TRINITÉ 1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC, TRINITYCENTRES.ORG



larkin architect limited

238 BROADVIEW AVENUE SECOND FLOOR TORONTO, ONTARIO

TEL: (416) 504 6054



CONSULTANTS

STRUCTURAL CONSULTANT TACOMA ENGINEERING 176 SPEEDVALE AVE. WEST GUELPH, ON, N1H 1C3 PHONE: 519-763-2000 FAX: 519-824-2000

MECHANICAL CONSULTANT MA BRYAN ENGINEERING INC 285 WEBER STREET NORTH, WATERLOO, ON., N2J 3H8 PHONE: 519-489-2674

ELECTRICAL CONSULTANT ONTENCO INC 215 TOWNSEND DRIVE, BRESLAU, ONTARIO, NOB 1M0

PHONE: 519-760-0288

GENERAL NOTE: DRAWINGS, SPECIFICATIONS AND SCHEDULES ARE COMPLEMENTARY EACH TO THE OTHER AND WHAT IS CALLED FOR BY ONE TO BE BINDING AS IF CALLED FOR BY ALL. SHOULD ANY DISCREPANCY APPEAR BETWEEN DOCUMENTS WHICH LEAVE DOUBT AS TO THE INTENT OF MEANING, ABIDE BY PRECENDENCE OF DOCUMENTS OR OBTAIN DIRECTION FROM THE CONSULTANT. REFER TO COVER SHEET A-000 FOR FULL LIST OF DRAWINGS. EXAMINE ALL DISCIPLINE DRAWINGS, SPECIFICATIONS AND

SCHEDULES AND RELATED WORK TO ENSURE THAT WORK CAN BE SATISFACTORILY EXECUTED. CONFLICTS OR ADDITIONAL WORK BEYOND WORK DESCRIBED TO BE BROUGHT TO ATTENTION OF

> ISSUE FOR BUILDING PERMIT 2020

DESCRIPTION **REVISIONS/DRAWING ISSUE**

ONTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT; AND TO REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE PROCEEDING WITH THE WORK. DRAWINGS ARE NOT TO BE SCALED. CONTRACT DOCUMENTS REMAIN THE PROPERTY OF THE CONSULTANTS AND SHALL BE RETURNED UPON COMPLETION OF THE PROJECT.

INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020

OBC COMPLIANCE PLANS

A-1a

DATE



BASEMENT FLOOR PLAN

ARCHITECTURAL NOTES

- CONSTRUCT NEW ALL OVER EXISTING RADIATOR LEAVING ENOUGH CLEARANCE AT TOP AND SIDE AS REQUIRED TO REMOVE COVER FOR MAINTENANCE.
- REMOVE EXISTING WINDOW, LEAVING FRAMED OPENING. PROVIDE NEW PREFINISHED METAL FASCIA OVER 19mm EXTERIOR GRADE PLYWOOD ON 38 X 90 WOOD STUD FRAMING, FILL STUD VOIDS AND GAPS WITH SPRAY FOAM INSULATION, 16mm INTERIOR GWB FINISH, CAULK PERIMETER INSIDE AND OUT FULL PERIMETER.
- 3. WALL BASE AND PAINT COLOUR TO BE SELECTED BY OWNER
- . REMOVE EXISTING FLOOR FINISH AND SLAB ON GRADE AS REQUIRED TO INSTALL NEW BURIED SANITARY. REFER TO MECHANICAL DRAWINGS FOR DETAILS. MAKE GOOD SLAB ON GRADE AND FLOOR FINISH IN WASHROOM AND CORRIDOR. COORDINATE WITH OWNER EXTENT OF FLOOR FINISH TO BE PROVIDED.
- 5. NEW DOOR OPENING THROUGH EXISTING STUD WALL, WALL OPENING SIZE TO BE COORDINATED WITH DOOR, REFER TO DOOR SCHEDULE FOR NEW DOOR AND FRAME. MAKE GOOD GWB AND PAINT.
- 6. REMOVE WALL AND CEILING FINISHES AS REQUIRED TO SITE VERIFY EXISTING CONCEALED STRUCTURE. CONTACT CONSULTANT AT TIME OF REMOVALS.
- PROVIDE INTUMESCENT PAINT COATING OVER NEW POST AND PLATES AS REQUIRED TO PROVIDE A 1 HR FIRE PROTECTION RATING. NEW POST LOCATED ON EXISTING RAISED CONCRETE MECHANICAL PAD.
- 8. EXTEND RAISED FLOOR OF GYM (APPROX 100mm HIGHER) INTO MULTIPURPOSE ROOM WITH NEW RAISED PLATFORM WITH 19MM PLYWOOD DECK AND SIDES, ON WOOD SLEEPERS TO SUIT HEIGHT, AT 400MM OC MAX, SECURED TO SLAB ON GRADE AND BRACED AS REQUIRED. 38MM DIA RAILS ON 38MM DIA STEEL POST EACH END, SECURED TO PLATFORM WITH STEEL BRACKETS, EACH SIDE OF RAMP. FINISHES TO BE SELECTED BY OWNER. PROVIDE 400mm DEEP TACTILE STRIP AT OPEN EDGE
- 9. REMOVE EXISTING WALL AND DOOR AS SHOWN, MAKE GOOD ADJACENT SURFACES
- 10. NEW OPENING AT EXISTING LOAD BEARING WOOD STUD WALL. OPENING WIDTH OF 990MM TO 1070MM AND REQUIRED HEIGHT TO BE COORDINATED WITH OWNER SUPPLIED DOOR AND FRAME, MAKE GOOD GWB/PLASTER FINISHES AND PAINT AS REQUIRED.
- 11. EXISTING FIRE SEPARATION FOLLOWS UNDERSIDE OF STAIR.
- 12. EXISTING STAIR LIFT CHAIR AND TRACK
- 13. NEW PREFABRICATED MILLWORK BY OWNER. REFER TO MECHANICAL FOR NEW SINK
- 14. NEW PREFABRICATED MILLWORK TO BE PROVIDED BY OWNER, REFER TO MECHANICAL DRAWINGS FOR NEW SINK

A. EXISTING COLUMN AND FOOTING (LOCATIONS ASSUMED)

STRUCTURAL NOTES

- B. EXISTING W12 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING, SITE VERIFY.
- c. EXISTING W12 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING.
- D. EXISTING W14 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING.
- E. ASSUMED LOAD BEARING WALL, SITE VERIFY.
- F. DIRECTION OF EXISTING FRAMING, JOIST SIZE AND SPACING ADEQUATE TO SUPPORT CHANGE IN LIVE LOAD DUE TO CHANGES FROM FIXED SEATING IN WORSHIP SPACE ABOVE
- G. DIRECTION OF EXISTING FRAMING, JOIST SIZE AND SPACING ADEQUATE TO SUPPORT EXISTING PLATFORM ABOVE. ASSUMES NO CHANGES TO PLATFORM FRAMING OR LOADING (THIS SPAN ONLY)
- н. EXISTING 12 X 12 (305 X 305) HEAVY TIMBER FLUSH WOOD BEAM I. HSS 4X4X1/4" STEEL COLUMN C/W 10"X1/2"X6" TOP AND BOTTOM PLATES FASTENED TO TOP OF HOUSEKEEPING PAD WITH TWO (2) 1/2" DIA. SLEEVE ANCHORS AND TO UNDERSIDE OF WOOD BEAM WITH TWO 1/2" DIA, X 6" LONG LAG SCREWS.
- J. NEW WOOD 2-2X10 LINTEL



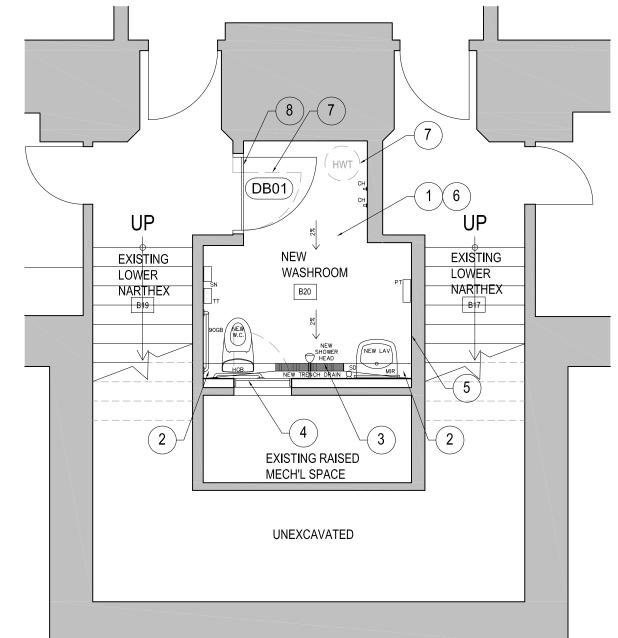
GENERAL NOTES

- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL SCOPE OF WORK.
- ALL EXTERIOR WINDOWS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE.
- ALL DOORS NOT DESIGNATED WITH A REFERENCE NUMBER ARE EXISTING DOORS, FRAMES AND HARDWARE TO REMAIN, REFER TO DOOR SCHEDULE FOR INFORMATION ON
- ALL INTERIOR SCREENS ARE EXISTING TO REMAIN, UNLESS WHERE INDICATED
- ALL STAIRS AND RAMPS SHOWN ARE EXISTING TO REMAIN AND NEW WORK IS ONLY PROVIDED WHERE NOTED, NOTE WHERE EXISTING STAIRS AND RAMPS ARE NOT TO RECEIVE NEW WORK, THESE STAIR/RAMP HAVE NOT BEEN ILLUSTRATED TO SHOW ALL EXISTING CONDITIONS INCLUDING HANDRAILS AND GUARDS.
- ALL WASHROOM FIXTURES AND ACCESSORIES ARE EXISTING, UNLESS WHERE INDICATED OTHERWISE.
- ALL MILLWORK IS EXISTING, UNLESS NOTED OTHERWISE.

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION

EXISTING 1 HR FIRE SEPARATION



NEW WASHROOM ACCESSORY/DEVICE LIST

HORIZONTAL GRAB BAR 90 DEGREE GRAB BAR SANITARY NAPKIN DISPENSER

PAPER TOWEL DISPENSER/RECEPTACLE SOAP DISPENSER BARRIER FREE MIRROR COAT HOOK

-ALL WASHROOM ACCESSORIES, DEVICES AND PLUMBING FIXTURES MOUNTED AT HEIGHTS AFF SIMILAR TO UNIVERSAL WASHROOM

-PROVIDE CONCEALED WOOD BLOCKING TO SUPPORT ALL NEW WASHROOM ACCESSORIES

ARCHITECTURAL NOTES

- REMOVE SLAB ON GRADE ENTIRELY IN NEW WASHROOM B20 FOR INSTALLATION OF BURIED PLUMBING
- LINE AND TO CREATE FLOOR SLOPES TO TRENCH DRAIN AS NOTED.
- SLOPE FLOOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM CORNERS OF ROOM TO TRENCH DRAIN. DRAIN ELEVATION IS -65mm LOWER THAN TYPICAL BASEMENT ELEVATION.
- REMOVE EXISTING HALF HEIGHT DOOR LOCATED APPROXIMATELY 900mm AFF. INFILL BOTTOM OF DOOR OPENING WITH 16mm GWB ON WOOD FRAMING TO A HEIGHT AFF TO CLEAR NEW WC AND GRAB BAR
- LOCATIONS. PROVIDE NEW LOCKABLE ACCESS PANEL TO SUIT REMAINING OPENING SIZE. 5. FULL HEIGHT WALL TILE ALL WASHROOM WALLS AS PER OWNERS SELECTION.
- 6. SLIP RESISTANT FLOOR FINISH AS PER OWNERS SELECTION.
- REMOVE EXISTING DOOR, FRAME AND DOOR HARDWARE AND ENLARGE WOOD STUD WALL OPENING AS
- REQUIRED FOR NEW DOOR. REFER TO DOOR SCHEDULE FOR DETAILS.
- 8. PROVIDE A THRESHOLD AT DOOR SEALED TO FLOOR.
- 9. REFER TO MECHANICAL REGARDING HWT REMOVAL.
- 10. REMOVE ALL EXISTING SHELVING FROM WASHROOM



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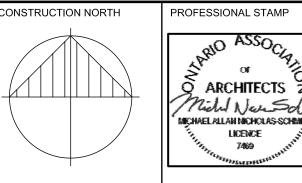
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TEL: (416) 504 6054

ARCHITECTS

Mich New Sold



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1	ISSUED FOR BUILDING PERMIT	OCT 29, 2020
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INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

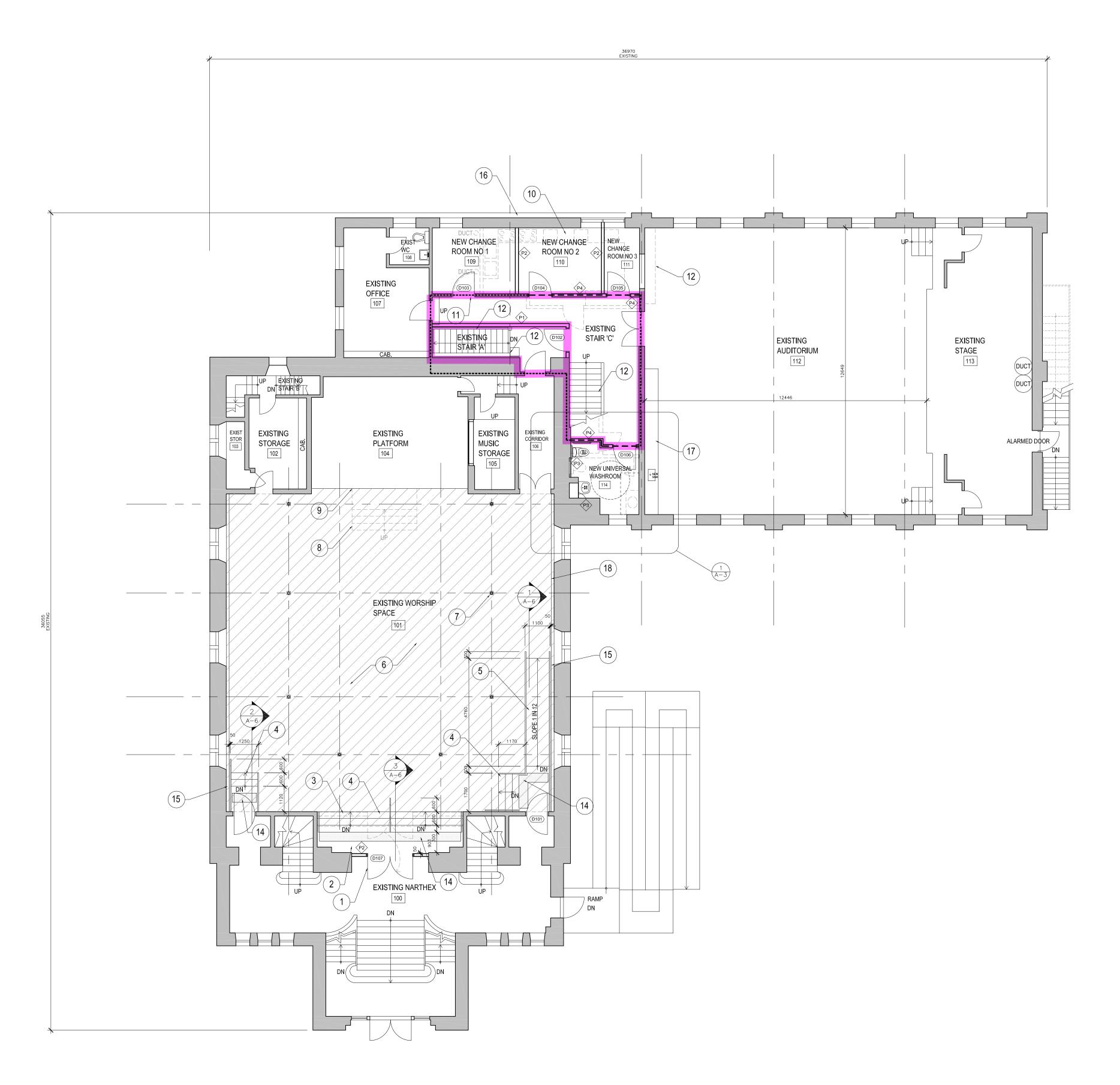
CAMBRIDGE, ONTARIO

1:100

PROJECT NO. STJ CHECKED FILE DIRECTORY

BASEMENT FLOOR PLAN AND WASHROOM PLAN

APRIL 2020



GROUND FLOOR PLAN

SCALE 1:100

ARCHITECTURAL NOTES

- STAIR SECTION FOR ADDITIONAL INFORMATION.

- 5. NEW BARRIER FREE RAMP AND HANDRAILS. REFER TO RAMP SECTION FOR ADDITIONAL INFORMATION.
- 6. HATCHED AREA INDICATES AREA WHERE PEWS (277 OCCUPANT LOAD) ARE TO BE REMOVED AND OF RACKED (SLOPED) FLOOR ASSEMBLY, CONSISTING OF FLOORING, WOOD DECK, WOOD SUFLOOR AND BUILT UP WOOD FRAMING TO CREATE RACK TO BE REMOVED DOWN TO EXISTING HORIZONTAL WOOD. SUBFLOOR ON EXISTING WOOD JOISTS BENEATH. SITE VERIFY EXTENT OF EXISTING CONCEALED DECK AND CONDITION, REPORT ANY CONDITIONS REQUIRING ADDITIONAL WORK TO THE CONSULTANT. PROVIDE 13mm T & G PLYWOOD OVER EXISTING WOOD FLOOR, READY FOR NEW FLOOR FINISH. PROVIDE
- 7. AFTER REMOVAL OF EXISTING RAKED FLOOR, EXISTING CONDITION OF 8 COLUMN BASES TO BE
- 8. EXISTING WOOD STEPS TO BE REMOVED AND FRONT OF PLATFORM TO BE MADE GOOD AT REMOVAL.

- 12. REMOVE EXISTING MILLWORK.

CORRIDOR

- 14. THIS AREA IS NEW TACTILE WARNING STRIP 300 mm FROM FIRST TREAD OR RAMP SLOPE, AND 400mm
- 15. MECHANICAL TRADE TO CONFIRM REQUIRED CLEARANCE FROM EXISTING RADIATOR TO ALLOW FOR
- 16. AT 2 OBSOLETE MECHANICAL VENTS, REMOVE EXISTING VENT CAP AND PROVIDE A PREFINISHED METAL
- 19. PROVIDE CLEAR COAT FIRE RETARDANT OVER WOOD ELEMENTS OF THIS EXISTING STAIR.

- 1. EXISTING DOUBLE DOORS TO BE RELOCATED AS SHOWN, CUT DOWN BOTTOM OF DOORS TO SUIT NEW HEIGHT. REFER TO DOOR SCHEDULE FOR NEW FRAME AND HARDWARE INFORMATION.
- 2. INTENT IS FOR THIS SECTION OF RAISED FLOOR ASSEMBLY TO REMAIN BETWEEN NEW STEPS AND SOUTH WALL OF ALCOVE, SITE VERIFY EXISTING CONCEALED CONSTRUCTION DURING DEMOLITION, REFER TO
- 3. REMOVE EXISTING WALL TO U/S CEILING. REFER TO REFLECTED CEILING PLAN FOR DETAILS ON NEW
- 4. NEW STEPS AND HANDRAILS. REFER TO STAIR SECTION FOR ADDITIONAL INFORMATION.
- NEW WOOD BASE AT ROOM PERIMETER AND FLOOR FINISH AS PER OWNERS SELECTION.
 - REVIEWED AND DECORATIVE CLADDING DETAILING TO BE DETERMINED.
- EDGE OF EXISTING RAISED PLATFORM .
- 10. REMOVE EXISTING WALLS AND DOORS AT EXISTING KITCHEN AND ADJACENT STORAGE ROOM AS SHOWN. REMOVE ALL MILLWORK, KITCHEN EQUIPMENT, FLOOR FINISHES, AND WALL BASE. MAINTAIN EXISTING CEILING AT U/S JOISTS WHERE POSSIBLE. REFER TO REFLECTED CEILING PLAN FOR NEW WORK AT CEILING, PROVIDE NEW AS SHOWN. FLOOR FINISHES AND WALL BASE AS PER OWNERS SELECTION.
- 11. ENLARGE EXISTING DOOR OPENING TO ACCOMMODATE NEW DOOR SIZE.
- 13. EXISTING STAIR CHAIR LIFT AND TRACK

SPRAYED IN PLACE CLOSE CELL FOAM INSULATION.

- COVER PLATE LAMINATED ON 19mm PLYWOOD SECURED INSIDE MECHANICAL RECESS. FILL VOID WITH
- 17. NEW PREFABRICATED MILLWORK TO BE PROVIDED BY OWNER. REFER TO MECHANICAL DRAWINGS FOR

NEW UNIVERSAL

WASHROOM

18. EXISTING SLOPED RADIATORS AT THE EAST AND WEST WALLS ARE TO REMAIN.

GENERAL NOTES

- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL SCOPE OF WORK.
- ALL EXTERIOR WINDOWS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE.
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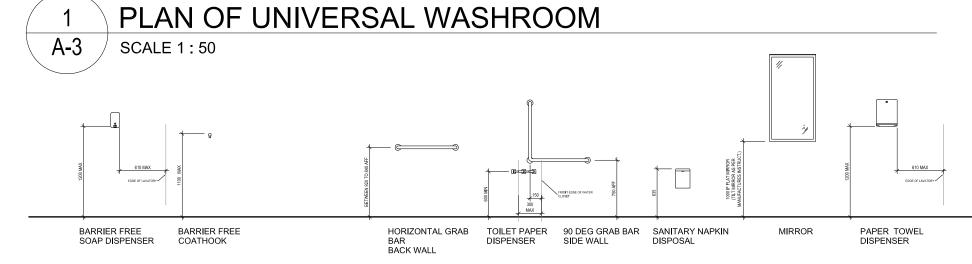
AUTOMATIC DOOR PUSH BUTTON DOOR LOCK BUTTON EMERGENCY ASSIST BUTTON AND SIGNAGE EMERGENCY ASSIST LIGHT INDICTOR EALI

FUTURE ADULT CHANGE STATION LOCATION (810mm X 1830mm) BCS CH BABY CHANGE STATION COAT HOOK

* FOR LIGHT SWITCH SENSOR LOCATION REFER TO ELECTRICAL DRAWINGS NOTE: ALL WASHROOM ACCESSORIES, DEVICES AND PLUMBING FIXTURES MOUNTED TO MEET SECTION 3.8, OBC 2012 REQUIREMENTS

ARCHITECTURAL NOTES

- REMOVE EXISTING VANITY AND LAVATORY.
- 2. REMOVE EXISTING WALL FULL HEIGHT AND DOOR/FRAME COMPLETELY
- 3. REMOVE EXISTING WATER CLOSET.
- 4. REMOVE EXISTING FLOOR FINISH, OWNER TO COORDINATE WHERE EXISTING WALL BASE IS TO BE REMOVED.
- 5. NEW WALL BASE AND FLOOR FINISH TO OWNER'S SELECTION.
- 6. NEW THRESHOLD AT CHANGE IN FLOOR FINISH.
- REMOVE EXISTING DOOR, FRAME, DOOR HARDWARE AND WALL AT UNDERSIDE OF EXISTING STAIR TO OPEN UP THIS SPACE BENEATH THE STAIR. MAKE GOOD EXISTING WOOD STRINGER. MAKE GOOD EXISTING CEILING AT U/S STAIR. PROVIDE NEW FLOOR FINISH TO OWNER'S
- 8. MAKE GOOD ALL EXISTING WALLS TO REMAIN, DAMAGED BY REMOVALS, READY FOR NEW FINISH



STANDARD MOUNTING HEIGHTS

NOT TO SCALE

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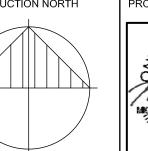


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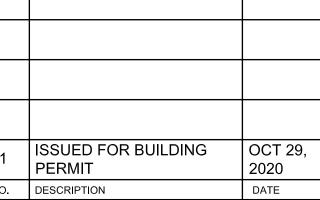
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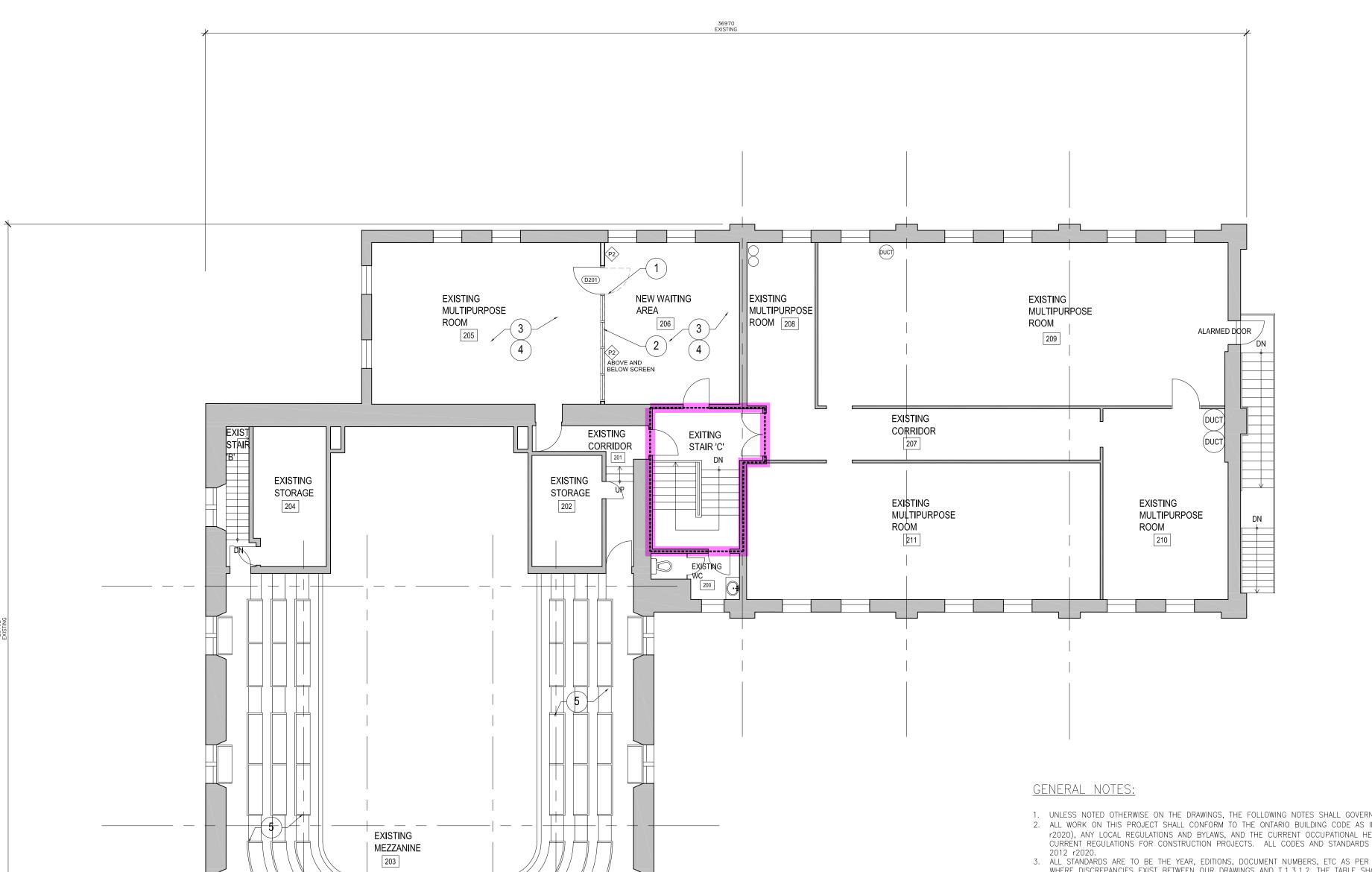
15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

STJ 2011 CHECKED FILE DIRECTORY

APRIL 2020 AS NOTED

GROUND FLOOR PLAN AND UNIVERSAL WASHROOM PLAN



\$TAIR 'E'

EXISTING

STAIR 'D'

SECOND FLOOR PLAN

- 2. ALL WORK ON THIS PROJECT SHALL CONFORM TO THE ONTARIO BUILDING CODE AS IN EFFECT JANUARY 2020 (OBC 2012 r2020), ANY LOCAL REGULATIONS AND BYLAWS, AND THE CURRENT OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) AND CURRÉNT REGULATIONS FOR CONSTRUCTION PROJECTS. ALL CODES AND STANDARDS SHALL BE THOSE REFERENCED IN OBC
- 3. ALL STANDARDS ARE TO BE THE YEAR, EDITIONS, DOCUMENT NUMBERS, ETC AS PER OBC 2012 r2020 DIVISION B, T.1.3.1.2. WHERE DISCREPANCIES EXIST BETWEEN OUR DRAWINGS AND T.1.3.1.2, THE TABLE SHALL GOVERN UNLESS NOTED OTHERWISE. THIS SET OF DRAWINGS SUPERCEDES AND REPLACES ALL PREVIOUS DRAWINGS.
- 5. READ THESE DRAWINGS IN CONJUNCTION WITH ALL RELATED CONTRACT DOCUMENTS AND ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. 6. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MEASUREMENTS AT THE SITE AND VERIFY ALL DIMENSIONS GIVEN ON THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS. REPORT TO THE ENGINEER ANY DISCREPANCIES OR

UNSATISFACTORY CONDITIONS WHICH MAY ADVERSELY AFFECT THE PROPER COMPLETION OF THE PROJECT BEFORE PROCEEDING

- 7. IF ANY STRUCTURAL DISCREPANCIES ON THE DRAWINGS EXIST, THE MOST STRINGENT SHALL APPLY.
- 8. DRAWINGS ARE NOT TO BE SCALED. CONSTRUCTION AND SHOP DRAWING REVIEW MUST BE PROVIDED AS PER CODE O. SUBMIT SHOP DRAWINGS AS PER TABLE 1. SHOP DRAWINGS SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER WHERE REQUIRED AND REVIEWED BY THE CONTRACTOR FOR DIMENSIONAL CORRELATION WITH THE DRAWINGS AND FIELD CONDITIONS PRIOR TO SUBMITTING TO TACOMA ENGINEERS. FABRICATION OF ELEMENTS ON SHOP DRAWINGS MAY NOT PROCEED UNTIL
- SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED BY TACOMA ENGINEERS. 11. CONSTRUCTION LOADINGS SHALL NOT EXCEED THE SPECIFIED DESIGN LOADS INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL MAKE ADEQUATE PROVISION FOR CONSTRUCTION LOADS AND TEMPORARY BRACING TO KEEP STRUCTURE PLUMB AND IN TRUE ALIGNMENT AT ALL PHASES OF CONSTRUCTION. ANY BRACING MEMBERS SHOWN ON THE DRAWINGS ARE REQUIRED FOR THE FINISHED STRUCTURE AND MAY NOT BE SUFFICIENT FOR ERECTION PURPOSES. 12. OBC 2012 r2020 DIVISION C SECTION 1.2.2 REQUIRES GENERAL REVIEW OF THE CONSTRUCTION BY THE DESIGN PROFESSIONAL. TACOMA ENGINEERS SHALL BE GIVEN A MINIMUM OF 48 HOURS NOTICE AT (519)763-2000 (GUELPH) OR (705) 735-1875
- (BARRIE) BY THE CONTRACTOR FOR THE FOLLOWING REQUIRED CONSTRUCTION REVIEWS: A. DEMOLITION - PRIOR TO COMMENCING ANY WORK. B. FOUNDATIONS - PRIOR TO POURING FOOTINGS AND FOUNDATION WALLS. STRUCTURAL FRAMING (STRUCTURAL STEEL / WOOD FRAMING) - PRIOR TO COVERING WITH INTERIOR FINISHES.
- FINAL FRAMING UPON COMPLETION OF ALL STRUCTURAL ELEMENTS. 13. THE DESIGN, REVIEW AND CERTIFICATION OF SECONDARY BUILDING ELEMENTS (THOSE ELEMENTS NOT SPECIFICALLY INCLUDED IN THESE DRAWINGS) IS THE RESPONSIBILITY OF THE PROJECT ARCHITECT. ELEMENTS INCLUDE BUT ARE NOT LIMITED TO ARCHITECTURAL FEATURES, NON-LOADBEARING INTERIOR WALLS, INTERIOR PARTITIONS, WINDOWS, DOORS, MASONRY VENEERS, CLADDING, AND SUPPORTS FOR MECHANICAL SYSTEMS.
- 14. ALL NON-LOADBEARING INTERIOR WALLS AND PARTITIONS (STEEL STUD, CONCRETE BLOCK, WOOD STUD) SHALL BE CONSTRUCTED TO ALLOW FOR 25mm (1") VERTICAL, INDEPENDENT DEFLECTION BELOW ALL FLOOR AND ROOF MEMBERS, WHILE STILL PROVIDING LATERAL SUPPORT TO THE TOP OF THE PARTITION, THROUGH THE USE OF DEFLECTION TRACKS, CLIPS, OR

TABLE 1: SHOP DRAWING SUBMITTALS

ITEM	REQUIRED SUBMITTAL?	ENGINEER'S STAMP REQ'D?	NOTES		
STRUCTURAL STEEL ERECTION DRAWINGS	YES	YES	STAMP FOR CONNECTIONS ONLY		
MISC. METAL (INCLUDING GUARDS & HANDRAILS)	YES	YES			

- 1. STRUCTURAL DESIGN IS TO OBC 2012 r2020 PART 4
- 2. DESIGN LOADS ARE UNFACTORED UNLESS NOTED OTHERWISE. A. FLOOR LOADS: OCCUPANCY (LIVE) = 4.8 kPa (100 psf)
- 3. ADDITIONAL DEAD LOAD ALLOWANCE SHALL BE INCLUDED IN ADDITION TO THE ABOVE LOADS FOR:

ARCHITECTURAL NOTES

- REMOVE EXISTING WOOD STUD WALL FULL HEIGHT INCLUDING DOOR & FRAME. IT IS ASSUMED TO BE NON LOAD BEARING, SITE VERIFY DURING DEMOLITION. PROVIDE NEW WALL AS SHOWN.
- PROVIDE NEW GLAZED SCREEN IN HOLLOW METAL FRAMING, PAINT FINISH, WITH 6mm TEMPERED SAFETY GLASS. VERTICAL MULLIONS APPROXIMATELY 940 mm OC, SCREEN HEIGHT TO MATCH DOOR FRAME, SCREEN SILL TO BE A MINIMUM OF 400mm AFF. OWNER TO CONFIRM SCREEN HEIGHT WITHIN THIS RANGE.
- 3. REMOVE FLOOR FINISH, PROVIDE NEW TO OWNERS SELECTION, REMOVE WALL BASE WHERE DIRECTED BY OWNER, PROVIDE NEW AS PER OWNERS SELECTION.
- 4. REFER TO REFLECTED CEILING DRAWINGS FOR ADDITIONAL WORK IN THIS AREA.
- PEWS SHOWN ARE EXISTING.

GENERAL NOTES

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CONSTRUCTION NORTH

larkin architect limited

FONDATION DES CENTRES TRINITÉ

1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC,

TEL: (416) 504 6054

PROFESSIONAL STAMP

ARCHITECTS

Mich New Sola MICHAELALLAN NICHOLAS-SCHM

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INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

•				
DRAWN	PROJECT NO. 2011			
STJ				
CHECKED	FILE DIRECTORY			
SCALE	DATE			

SECOND FLOOR PLAN AND

STRUCTURAL NOTES

APRIL 2020

STRUCTURAL DESIGN LOADS:

- A. PIPES IN EXCESS OF 75mm (3") IN DIAMETER CARRYING FLUIDS (SPRINKLERS)

DEAD LOAD = 0.75 kPa (15 psf)

WHICH BEAMS FRAME.

AND ERECTION OF THE STRUCTURAL STEEL

PLATE WASHERS TO COVER THE HOLE.

STRUCTURAL STEEL:

CSA W178.1 AND W178.2.

- WOOD CONSTRUCTION WOOD FRAMING DESIGN AND CONSTRUCTION SHALL CONFORM TO CAN/CSA-086 "ENGINEERING DESIGN IN WOOD".
- FRAMED WALLS ARE TO BE WIND BRACED AT ALL CORNERS IN BOTH DIRECTIONS. LUMBER SHALL BE SPF No. 1/2 OR BETTER UNLESS NOTED OTHERWISE. MOISTURE CONTENT SHALL BE 19% OR LESS. LUMBER SHALL NOT BE NOTCHED OR DRILLED IN THE FIELD WITHOUT PERMISSION OF TACOMA ENGINEERS. ENGINEERED LUMBER (TJI, LVL) MAY BE DRILLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND DETAILS.
- 6. FLOOR SHEATHING SHALL BE 15.5mm (5/8") T&G PLYWOOD TO CSA 0151 "CANADIAN SOFTWOOD PLYWOOD". SUBFLOOR IS TO BE GLUED AND NAILED / SCREWED SECURELY TO EVERY SUPPORTING MEMBER.

ALL STRUCTURAL STEFL FLEMENTS ARE DESIGNED IN ACCORDANCE WITH CAN/CSA-

DESIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE PROVINCE OF ONTARIO.

ALL STEEL PLATE TO BE A36 (250W MPa) MATERIAL (MINIMUM) UNLESS NOTED.

MPa) (FORMERLY ASTM A307 GRADE C), OR CSA G40.21 300W (Fu=450 MPa).

11. CONTRACTOR TO PROVIDE COPIES OF TESTING REPORTS TO TACOMA ENGINEERS

PLUMBNESS, ALIGNMENT, CONNECTIONS, ELEVATION, MATERIAL, AND WORKMANSHIP.

14. ALL STRUCTURAL STEEL SHALL BE NEW MATERIAL UNLESS APPROVED BY TACOMA ENGINEERS.

18. DO NOT CUT OPENINGS IN STRUCTURAL STEEL MEMBERS WITHOUT ENGINEERS APPROVAL.

16. STRUCTURAL STEEL MEMBERS SHALL NOT BE SPLICED WITHOUT THE APPROVAL OF THE ENGINEER.

ALL H.S.S. SHALL CONFORM TO CAN/CSA G40.21 GRADE 350W (CLASS C) UNLESS NOTED.

BOLTED CONNECTIONS SHALL BE MADE USING GRADE A325 BOLTS, UNLESS NOTED OTHERWISE.

SUBMIT ERECTION AND SHOP DRAWINGS FOR REVIEW BY THE PROJECT ENGINEER. STANDARD CONNECTIONS SHALL CONFORM

TO THE HANDBOOK OF STEEL CONSTRUCTION. NON-STANDARD CONNECTIONS (INCLUDING MOMENT CONNECTIONS) SHALL BE

STRUCTURAL STEEL BEAMS AND COLUMNS SHALL CONFORM TO ASTM A992/992M GRADE 50 (Fy = 345 MPa) UNLESS NOTED.

COMPLETED BY CWB CERTIFIED WELDERS. THIRD PARTY WELDING INSPECTION SHALL BE PERFORMED BY FIRMS CERTIFIED TO

STRUCTURAL STEEL CHANNELS AND ANGLES SHALL CONFORM TO CAN/CSA G40.21 GRADE 300W UNLESS NOTED.

WELDING SHALL CONFORM TO CSA W47.1 AND CSA W59, BY THE CANADIAN WELDING BUREAU. ALL WELDING SHALL BE

9. ANCHOR RODS SHALL CONFORM TO ASTM F1554 (FORMERLY ASTM A307). MATERIAL SHALL BE MINIMUM GRADE 36 (Fu=414

10. STRÚCTURAL STEEL SHALL BE TESTED BY AN INDEPENDENT C.S.A. CERTIFIED TESTING COMPANY FOR ERECTION TOLERANCES,

12. GALVANIZING FOR METALS SHALL CONFORM TO CSA-G164 UNLESS NOTED. TOUCH-UP ON SITE BY GRINDING THE SURFACE

15. ALL STRUCTURAL STEEL SHALL RECEIVE A MINIMUM OF ONE COAT OF APPROVED SHOP PRIMER, TOUCHED UP AS REQUIRED ON SITE, EXCEPT THAT STEEL WHICH IS TO RECEIVE SPRAY—ON FIREPROOFING SHALL NOT BE PRIMED.

17. CO-ORDINATE WITH MECHANICAL, ELECTRICAL AND ALL OTHER SUBTRADES WHOSE WORK AFFECTS THE DETAILING, FABRICATION

19. IF HOLES IN BASE PLATES ARE OVERSIZED TO SUIT SITE CONDITIONS, NOTIFY TACOMA ENGINEERS AND SUPPLY AND INSTALL

20. CONNECTIONS SHALL BE CONCENTRIC AND SHALL NOT INTRODUCE ECCENTRICITY INTO ANY ELEMENTS, INCLUDING BEAMS INTO

TO BRIGHT METAL AND APPLYING ZINC RICH PAINT CONFORMING TO CAN/CGSB-1.181 (OR ASTM A780).

13. COLUMN BEARING GROUT SHALL BE 35 MPa (MINIMUM), NON-SHRINK, AND 38mm (1-1/2") THICK (MINIMUM).

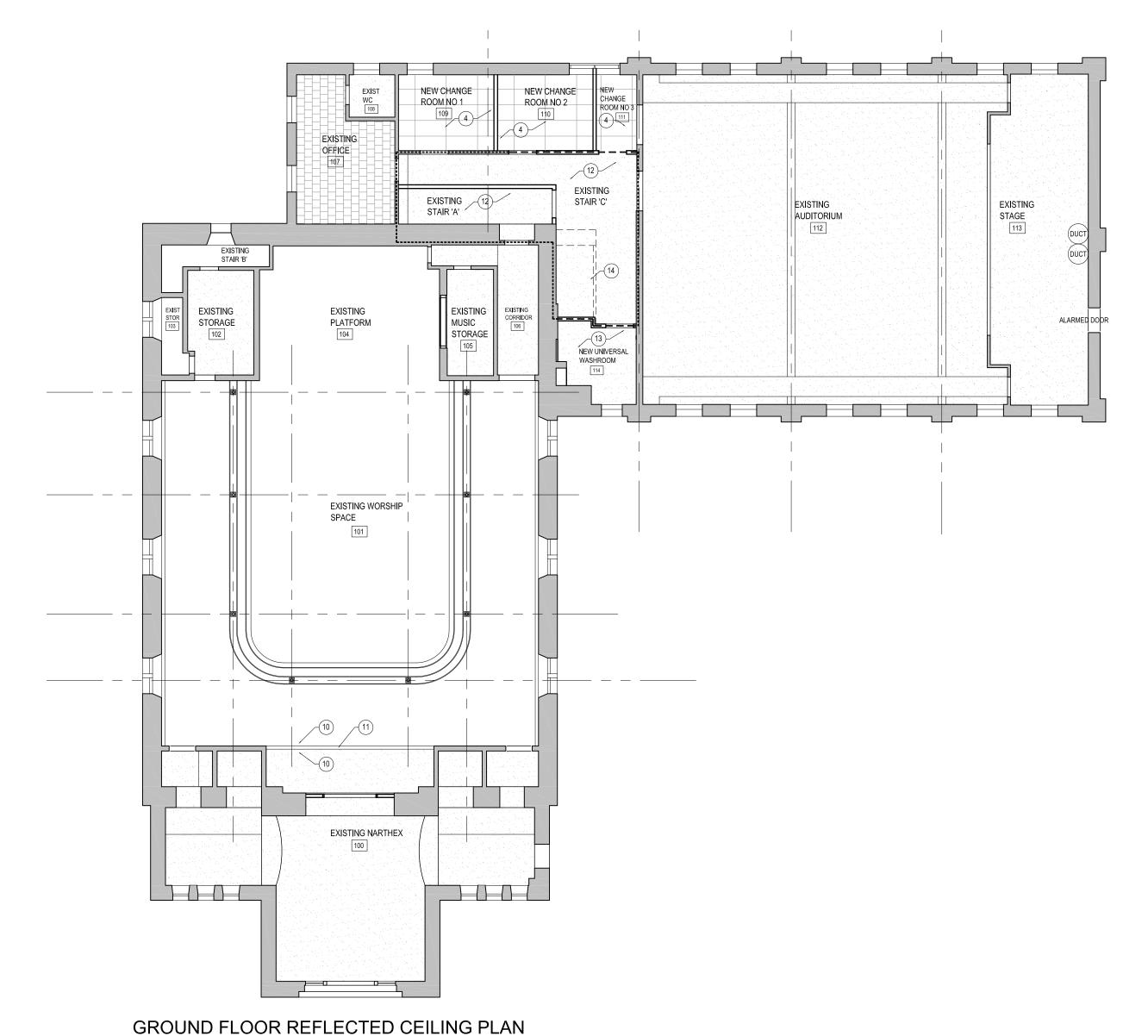
- BOLTED CONNECTIONS SHALL BE MADE USING GRADE A307 BOLTS, UNLESS NOTED OTHERWISE. 8. WOOD IS NOT PERMITTED TO BEAR DIRECTLY ON MASONRY OR CONCRETE WITHOUT PROTECTION. PROVIDE EITHER PRESSURE TREATED LUMBER, SUITABLE WOOD PRESERVATIVE OR 6 MIL (0.152mm) POLYETHYLENE SHEET.
- 9. SOLID HORIZONTAL BRIDGING SHALL BE PROVIDED AT 1200mm (4'-0") O.C. IN THE FIRST TWO JOIST SPACES ADJACENT TO THE EXTERIOR WALLS. BRIDGING SHALL BE ATTACHED TO THE EXTERIOR WALL TO PROVIDE LATERAL STABILITY. 10. PROVIDE 38mm x 38mm (2X2) DIAGONAL CROSS BRIDGING OR SOLID BLOCKING AT MAXIMUM 2.1m (82") O.C. FOR ALL SAWN
- 11. PROVIDE SOLID WOOD HORIZONTAL BLOCKING AT MAXIMUM 3.0m (10'-0") O.C. FOR ALL FRAMED WALLS. INSTALL MORE FREQUENTLY WHEN SO NOTED ON THE ARCHITECTURAL OR STRUCTURAL WALL DRAWINGS (EG. FOR BLOCKING OF SHEAR WALLS, OR FOR LATERAL STUD SUPPORT).
- 12. ALL NAILS USED SHALL CONFORM TO STEEL WIRE NAILS AND SPIKES AS DEFINED IN CSA STANDARD B111 "WIRE NAILS, SPIKES AND STAPLES" UNLESS NOTED OTHERWISE. 13. LATERALLY SUPPORT ALL STEEL BEAMS BY PRE-DRILLING FLANGES FOR 13mm (1/2") BOLTED ATTACHMENTS OF WOOD NAILERS WITH 15mm (9/16") HOLES STAGGERED AT 600mm (24") O.C. WHEN TOP MOUNTED HANGERS ARE USED, WOOD
- NAILERS ARE TO MATCH THE WIDTH OF THE STEEL BEAM TOP FLANGE AND NOT OVERHANG BY MORE THAN 6mm (1/4"). 14. USE JOIST HANGERS WHERE FRAMING MEMBERS CONNECT INTO THE SIDES OF SUPPORTING MEMBERS. 15. ALL STEEL CONNECTORS (UPLIFT CLIPS, BRACKETS, JOIST HANGERS etc.) SHALL BE SIMPSON STRONG TIE CONNECTORS UNLESS NOTED OTHERWISE.
- 16. ALL NAILS AND FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD ARE TO BE HOT DIP GALVANIZED (TO CSA-G164) OR STAINLESS STEEL. 17. FOR SOLID AND BUILT UP MEMBERS (TRUSSES, BEAMS, LINTELS) PROVIDE A BUILT UP POST WITH AN EQUAL OR GREATER
- THICKNESS UNLESS NOTED OTHERWISE. ALL BUILT UP POSTS TO BE CONTINUOUS (INCLUDING TRANSFER BLOCKING AT FLOORS) DOWN TO THE FOUNDATIONS. 18. ALL BUILT UP MEMBERS TO BE FASTENED TOGETHER WITH TWO 75mm (3") SPIRAL NAILS AT 300mm (12") O.C. FOR EVERY PLY UNLESS NOTED OTHERWISE.

19. ALL PRE-ENGINEERED STEEL CONNECTORS (EG. SIMPSON STRONG TIE) ARE TO HAVE THE CORRECT NUMBER AND SIZE OF

FASTENERS, AS PER THE MANUFACTURER'S PRODUCT CATALOGUE. 20. PROVIDE SOLID BLOCKING OR MECHANICAL CONNECTIONS AT THE TOP AND BOTTOMS OF BEAMS AT BEARING POINTS TO PREVENT MOVEMENT OR ROTATION.

EXISTING **NEW WAITING** EXISTING MULTIPURPOSE MULTIPURPOSE MULTIPURPOSE AREA ROOM ROOM 208 ROOM ALARMED DOOF CORRIDOR EXISTING EXITING EXISTING **EXISTING** STORAGE STORAGE EXISTING MULTIPURPOSE MULTIPURPOSE ROOM EXISTING DECORATIVE PLASTER CEILING EXISTING MEZZANINE LEXISTING DECORATIVE PLASTER CEILING EXISTING FXISTING STAIR 'D'

SECOND FLOOR REFLECTED CEILING PLAN



REFLECTED CEILING PLAN LEGEND

EXISTING PAINTED TIN CEILING

PAINTED PLASTER OR GWB CEILING. CEILINGS ARE EXISTING UNLESS NOTED

SUSPENDED ACOUSTIC TILE CEILING. CEILINGS ARE EXISTING UNLESS NOTED

EXISTING T & G GLUED ACOUSTIC TILE CEILING

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION

NEW 3/4 HR FIRE SEPARATION EXISTING 1 HR FIRE SEPARATION

NOTES

1. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS OF NEW MECHANICAL EQUIPMENT, DEVICES, LOUVES, GRILLES ETC AND COORDINATE EXACT LOCATION ON SITE WITH ELECTRICAL WORK.

2. REFER TO ELECTRICAL DRAWINGS FOR ALL LIFE SAFETY UPGRADES TO ALARM SYSTEM/EQUIPMENT. COORDINATE EXACT LOCATION ON SITE WITH MECHANICAL WORK.

3. ALL CEILINGS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE.

4. AT LOCATIONS OF NEW SUSPENDED ACOUSTIC TILE CEILINGS, THE FIRE SEPARATION IS LOCATED ABOVE AS PER NOTES #5 AND #6. HEIGHT OF CEILING ABOVE FINISH FLOOR TO BE COORDINATED ON SITE WITH EXISTING & NEW MECHANICAL AND ELECTRICAL WORK TO BE

5. BASEMENT AND GROUND FLOOR LEVELS: WHERE CEILINGS ARE REMOVED OR PARTIALLY REMOVED FOR THE NEW WORK, PROVIDE 16mm TYPE X GWB (40 MINUTES) OVER EXISTING 50 X 305 WOOD JOISTS @ APPROX 400 O.C. (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN.

6. FURNACE ROOM: WHERE EXISTING CEILING PLASTER CEILING DAMAGED DURING THE NEW WORK PATCH PLASTER TO MATCH EXISTING PLASTER COMPOSITION.

7. SECOND FLOOR LEVEL: WHERE CEILINGS ARE REMOVED OR PARTIALLY REMOVED FOR THE NEW WORK, PROVIDE 16MM TYPE X GWB (40 MINUTES) OVER EXISTING 50 X 305 WOOD JOISTS @ APPROX 400 O.C. (10 MINUTES) WITH EXISTING WOOD ROOF DECK ABOVE FOR A FIRE RATED

8. WHERE NEW GWB BULKHEADS ARE SHOWN TO CONCEAL MECHANICAL OR ELECTRICAL, THE FIRE SEPARATION BETWEEN FLOORS OR AT ROOF IS TO BE LOCATED ABOVE THE BULKHEAD AT THE FLOOR ASSEMBLY, BULKHEADS ARE TO BE CONSTRUCTED WITH 16mm GWB ON 38X 38, OR 38 X90 WOOD FRAMING @400mm OC MAX, TO SUIT SIZE OF BULKHEAD. SIZE OF BULKHEAD TO BE COORDINATED WITH MECHANICAL DUCTWORK TO BE CONCEALED.

9. EXISTING ATTIC HATCH WITH FOLD DOWN LADDER

10. MAKE GOOD EXISTING CEILING AT WALL REMOVED.

11. PROVIDE A NEW 300 DEEP BULKHEAD WITH 16mm GWB ON 38 X 89 WOOD FRAMING AT 400mm OC MAX, SECURED TO WOOD FRAMING ABOVE.

12. PROVIDE NEW LAYER OF 16mm GWB TYPE X (40 MINUTES) OVER EXISTING PLASTER CEILING. WHICH IS ON 50 X 305 WOOD JOISTS @ 400 OC (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN.

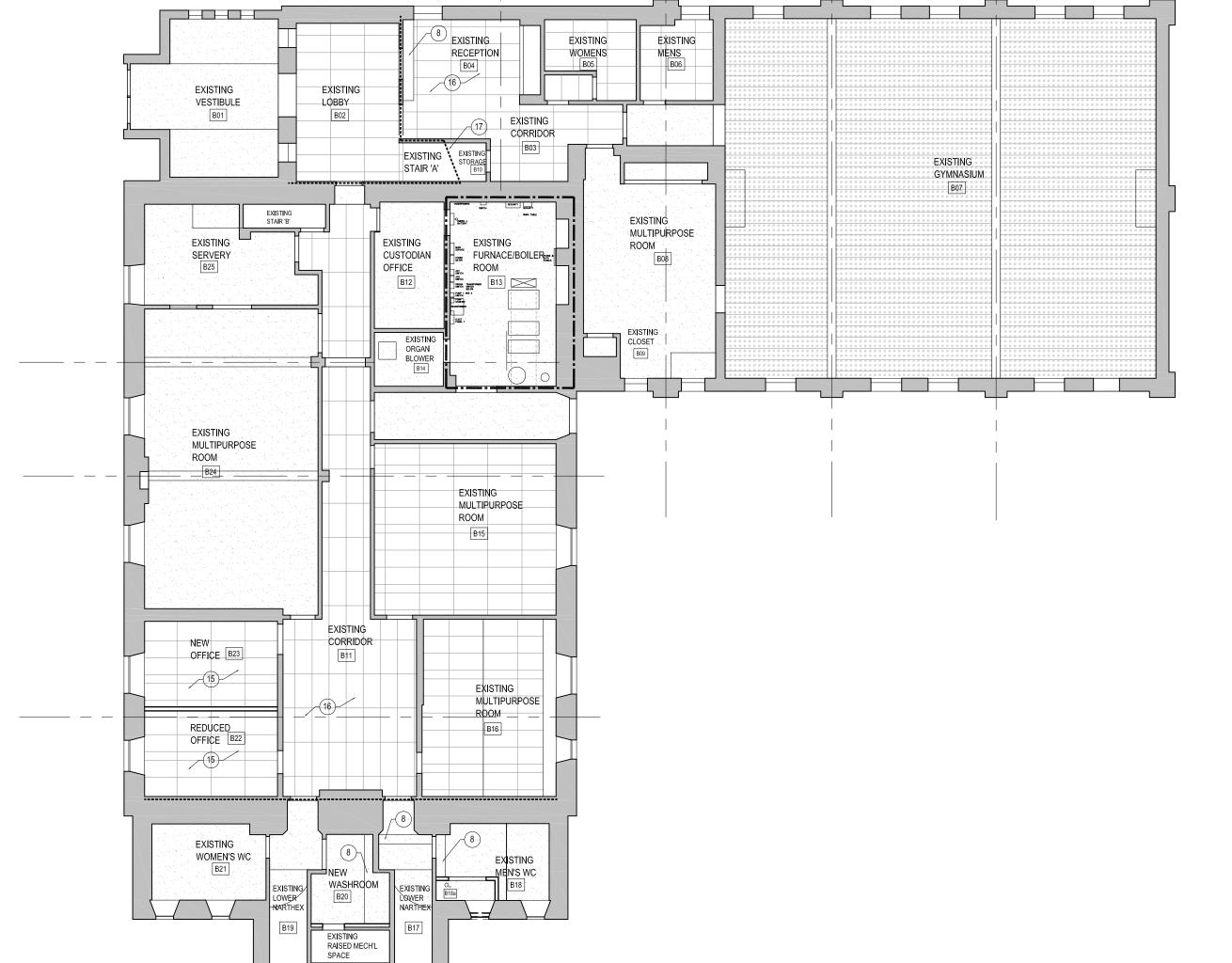
13. REMOVE EXISTING GLUED ON 300 X 300 ACOUSTIC TILE. PROVIDE NEW LAYER OF 16MM GWB TYPE X (40 MINUTES) OVER EXISTING PLASTER CEILING BENEATH, WHICH IS ON 50 X 305 WOOD JOISTS @ 400 OC (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN

14. DASHED LINE INDICATES STAIR BELOW. EXISTING STAIR TO BE OPENED BENEATH THE STAIR. MAKE GOOD EXISTING WOOD STRINGER, MAKE GOOD EXISTING CEILING AT U/S STAIR.

15. REMOVE EXISTING ACOUSTIC TILE CEILING AS REQUIRED TO INSTALL NEW WALL AND DUCTWORK, LEAVE EXISTING PLASTER CEILING AT U/S WOOD JOIST INTACT, MAKE GOOD ACOUSTIC TILE CEILING AFTER INSTALLATION OF DUCTWORK AND WALL.

16. REMOVE EXISTING ACOUSTIC TILE CEILING AS REQUIRED TO INSTALL NEW DUCTWORK. LEAVE EXISTING PLASTER CEILING AT U/S WOOD JOIST INTACT. MAKE GOOD ACOUSTIC TILE CEILING AFTER INSTALLATION OF DUCTWORK.

17. FIRE SEPARATION IS AT THE UNDERSIDE OF THE STAIR



CLIENT

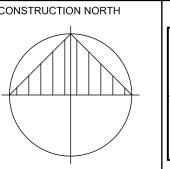
TRINITY CENTRES FOUNDATION / FONDATION DES CENTRES TRINITÉ 1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC,

TRINITYCENTRES.ORG

larkin architect limited

238 BROADVIEW AVENUE SECOND FLOOR TORONTO, ONTARIO

TEL: (416) 504 6054



PROFESSIONAL STAMP ARCHITECTS Michel New Sola MICHAELALLAN NICHOLAS-SCHMID LICENCE

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ISSUED FOR BUILDING BASE REFLECTED CEILING JULY 20 PLAN FOR COORDINATION 2020

NO. DESCRIPTION REVISIONS/DRAWING ISSUE

ONTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT; AND TO REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE PROCEEDING WITH THE WORK. DRAWINGS ARE NOT TO BE SCALED. CONTRACT DOCUMENTS REMAIN THE PROPERTY OF THE CONSULTANTS AND SHALL BE RETURNED UPON COMPLETION OF THE PROJECT.

INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

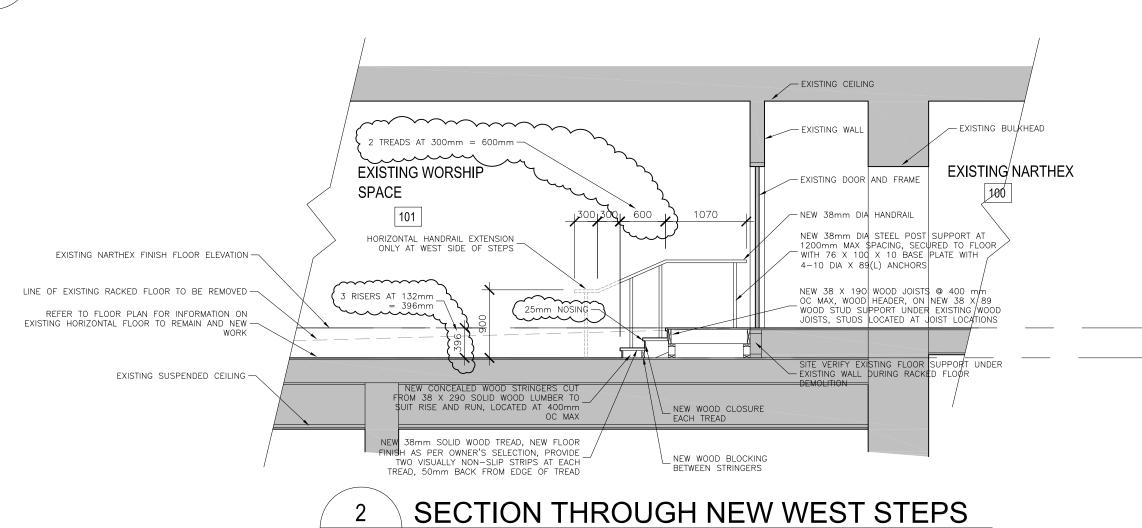
PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020

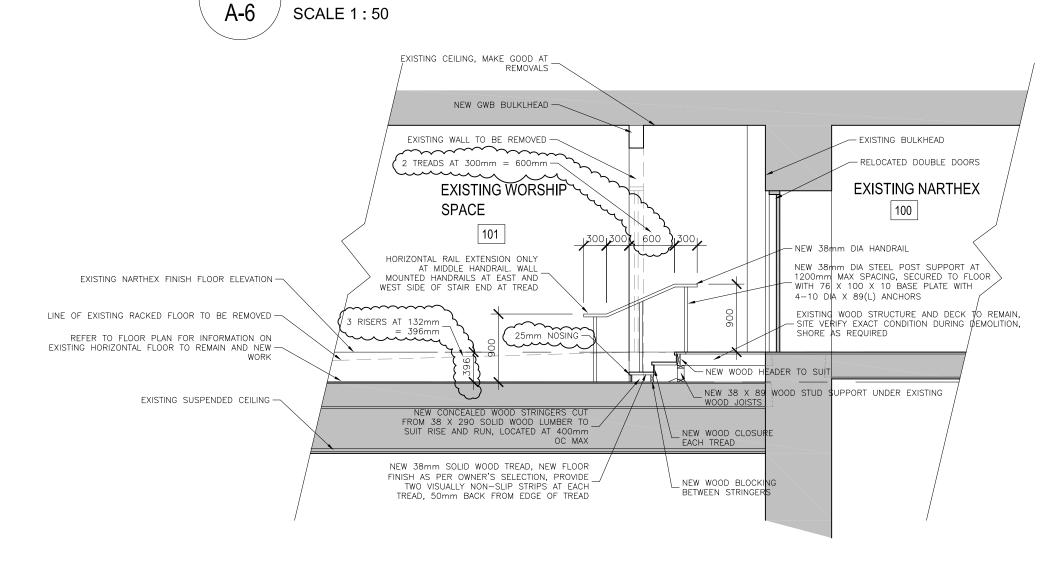
REFLECTED CEILING PLANS

A-5

UNEXCAVATED

1 SECTION THROUGH NEW RAMP
A-6 SCALE 1:50





3 SECTION THROUGH NEW MAIN STEPS
A-6 SCALE 1:50

1879

		DOOR S	Cł	HEDULE										
DOOR		FROM ROOM		TO ROOM	WIDTH	HEIGHT		DOOR			FRAME	<u> </u>	LIA DDIA/A DE	NOTEO
#	NO	NAME	NO	NAME	(mm)	(mm)	TYPE	MAT	FIN	TYPE	_	FIN	HARDWARE	NOTES
BAS	EME	NT	1				I	•	1	1	1	1		
DB01		EXISTING LOWER NARTHEX	B20	NEW WASHROOM	965	2135	1	НМ	PT	1	НМ	PT	A3, C1, D1, D2, F1	
)B02	B11	EXISTING CORRIDOR	B23	NEW OFFICE	965	2135	2	НМ	PT	1	НМ	PT	A3, C2, D2	
)B03	B18	EXISTING MEN'S WASHROOM	B18a	NEW MECHANICAL CLOSET	610 X 2 LEAFS	2135	5	НМ	PT	1	НМ	PT	A3(x2), B3, C2,	B3 ON ACTIVE LEAF, C2 ON INACTIVE LEAF
)B04		EXISTING MULTIPURPOSE ROOM	B07	EXISTING GYNASIUM		2135 (OWNER TO CONFIRM)		SEE NOTES	SEE NOTES	SEE NOTES	SEE NOTES		SEE NOTES	DOOR, FRAME AND HARDWARE TO BE SUPPLIED BY OWNER
GRO	UND	FLOOR	•		-			•	•	•	•			
)101	100	EXISTING NARTHEX	101	EXISTING WORSHIP SPACE	EX (±) 915	EX (±) 2135	EX	EX	EX	EX	EX	EX	EXISTING DOOR HARDWARE + F4(x2)	DOOR SWINGS IN BOTH DIRECTIONS
0102		EXISTING STAIR 'C'		EXISTING STAIR 'A'	965	2135	3	НМ	PT	1	НМ	PT	A3, C7, D1, D2, E3	NOTE THAT THIS DOOR IS A SECURITY DOOR ONLY AND DOES NOT FORM PART OF A FIRE SEPARATION
D103		EXISTING STAIR 'C'	109	NEW CHANGE ROOM No 1	965	2135	1	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
0104		EXISTING STAIR 'C'	110	NEW CHANGE ROOM No 2	965	2135	1	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
105		EXISTING STAIR 'C'	111	NEW CHANGE ROOM No 3	965	2135	4	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
)106		EXISTING STAIR 'C'	114	NEW UNIVERSAL WASHROOM	965	2135	1	НМ	PT	1	НМ	PT	A3, C1+E5, D2, F1	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
107	100	EXISTING NARTHEX	101	EXISTING WORSHIP SPACE	EX (±) 915 X 2 LEAF	EX (±) 2135	EX	EX	EX	SEE NOTES	SEE NOTES	SEE NOTES	EXISTING DOOR HARDWARE	 CUT BOTTOM OF DOORS TO SUIT NEW HEIGHT WOOD FRAME AND CASING BY OWNER
SEC	OND	FLOOR	•				•	•			•	•		
D201		NEW UPPER ELEVATOR LOBBY	204	EXISTING MULTIPURPOSE ROOM	965	2135	3	GL/ HM	PT	1 & 3	НМ	PT	A3, C2, D2	INCLUDES GLAZED SCREEN AS NOTED ON FLOOR PLAN

DOOR HARDWARE LEGEND

HINC	GES
A1	PIANO HINGE
A2	TWO (2) HINGES PER LEAF
А3	THREE (3) HINGES PER LEAF
A4	FOUR (4) HINGES PER LEAF

- BOLTS
 B1 DEAD BOLT W/ THUMB TURN
 B2 DEAD BOLT W/ THUMB TURN & FINGER PULL
 B3 TOP AND BOTTOM FLUSH BOLTS
 LOCK HARDWARE
- C1 PRIVACY SET
 C2 LOCK SET
 C3 CLASSROOM LOCK SET
 C4 PASSAGE SET
- C3 CLASSROOM LOCK SET
 C4 PASSAGE SET
 C5 PUSH AND PULL PLATES
 C6 ORNAMENTAL DOOR PULL
 C7 PANIC SET (PER LEAF)
- C7 PANIC SET (PER LEAF)
 C8 PANIC SET WITH PULL (PER LEAF)

NOTES

CLOSE&OPEN HARDWARE

D1 CLOSER (PER LEAF)

ELECTRICAL HARDWARE

PACKAGE

F2 WEATHER-STRIPPING

MISCELLANEOUS

F3 THRESHOLD

F4 KICK PLATE

AUTOMATIC DOOR OPENER

E4 ELECTROMAGNETIC HOLD OPEN

F1 SOUND SEAL, FULL PERIMETER

F5 DOOR GRILLE AS PER MECHANICAL

E5 UNIVERSAL WASHROOM HARDWARE

E2 DOOR OPENED ALARM DEVICE

E3 ELECTROMAGNETIC LOCK

D2 DOOR STOP

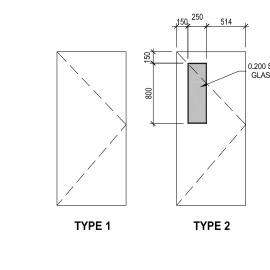
D3 HOLD OPEN

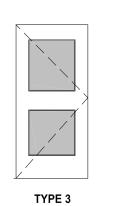
1. ALL DOORS NOT SHOWN WITH A DOOR NUMBER ON PLANS ARE EXISTING TO REMAIN.

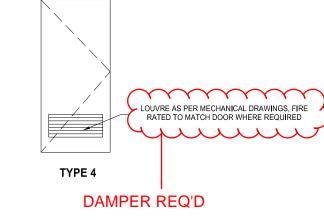
MATERIAL ABBREVIATIONS

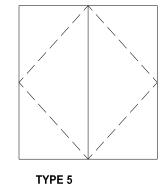
ALUM	ALUMINUM
ANOD	ANODIZED
GL	GLAZING
GWB	GYPSUM WALL BOARD
GWG	GEORGIAN WIRED GLASS
FRG	FIRE RATED GLASS TO MATCH RATING REQUIRED
HM	HOLLOW METAL
PREFIN	PREFINISHED
PT	PAINT
SC	SOLID CORE
SW	SOLID WOOD
WD	WOOD
GC	GYPSUM CORE DOOR WITH WOOD VENEER FINISH
ST	STAINED (IMPLIES VARNISH COAT ALSO)
INSUL	INSULATED
PREFIN	PREFINISHED

DOOR TYPES

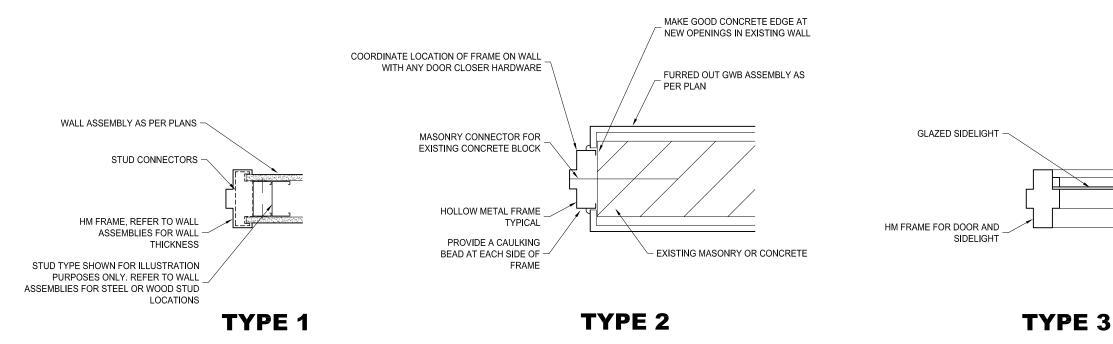








FRAME TYPES



CLIENT

TRINITY CENTRES FOUNDATION /
FONDATION DES CENTRES TRINITÉ
1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC,
H3G 1S6
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larkin architect limited

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CONSTRUCTION NORTH



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2 REVISED PER CITY
COMMENTS DATED
JANUARY 18, 2021

1 ISSUED FOR BUILDING
PERMIT
No. DESCRIPTION

DATE

REVISIONS/DRAWING ISSUE

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PROJECT
INTERIOR RENOVATIONS TO

15 WELLINGTON STREE

15 WELLINGTON STREET

AS NOTED

CAMBRIDGE, ONTARIO

DRAWN

STJ

CHECKED

PROJECT NO.

2011

FILE DIRECTORY

DOOR SCHEDULE AND DETAILS

A-6

APRIL 2020

UL Product iQ™



BXUV.X673 - Fire-resistance Ratings - ANSI/UL 263

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and
 use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

<u>See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States</u>
Design Criteria and Allowable Variances

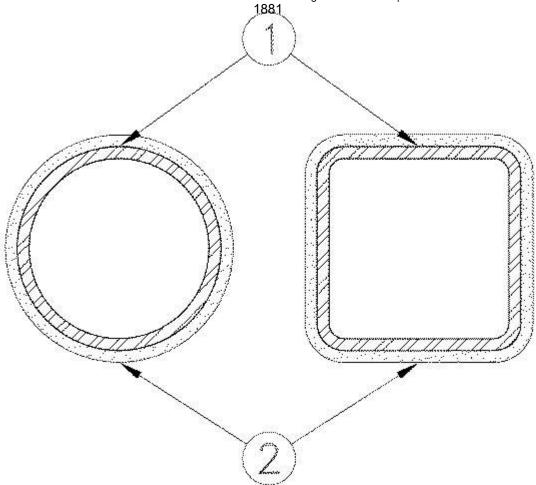
<u>See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada Design Criteria and Allowable Variances</u>

Design No. X673

October 29, 2010

Ratings - 3/4, and 1 Hr (See Item 2)

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.



- 1. **Steel Column** Square, rectangular or circular tubular steel columns with the minimum sizes shown in the table below. Steel columns shall be free of dirt, loose scale and oil. Column shall be primed with metal alkyd primer.
- 2. **Mastic and Intumescent Coating*** Coating applied in accordance with manufacturer's instructions to the minimum dry film thickness shown below:

Rating,	Rating, Steel Column		Required Min
hr	Size	A/P	Thickness, In.
3/4	ST 5 x 3 x 1/4 in.	0.22	0.130
1	ST 5 x 3 x 1/4 in.	0.22	0.134
1	SP 8.625 in. diam x 1/4 in.	0.24	0.135

A/D FIRE PROTECTION SYSTEMS INC — Type "A/D FIREFILM III" or "A/D FIREFILM III C" investigated for Interior Conditioned Space Purpose and Interior General Purpose.

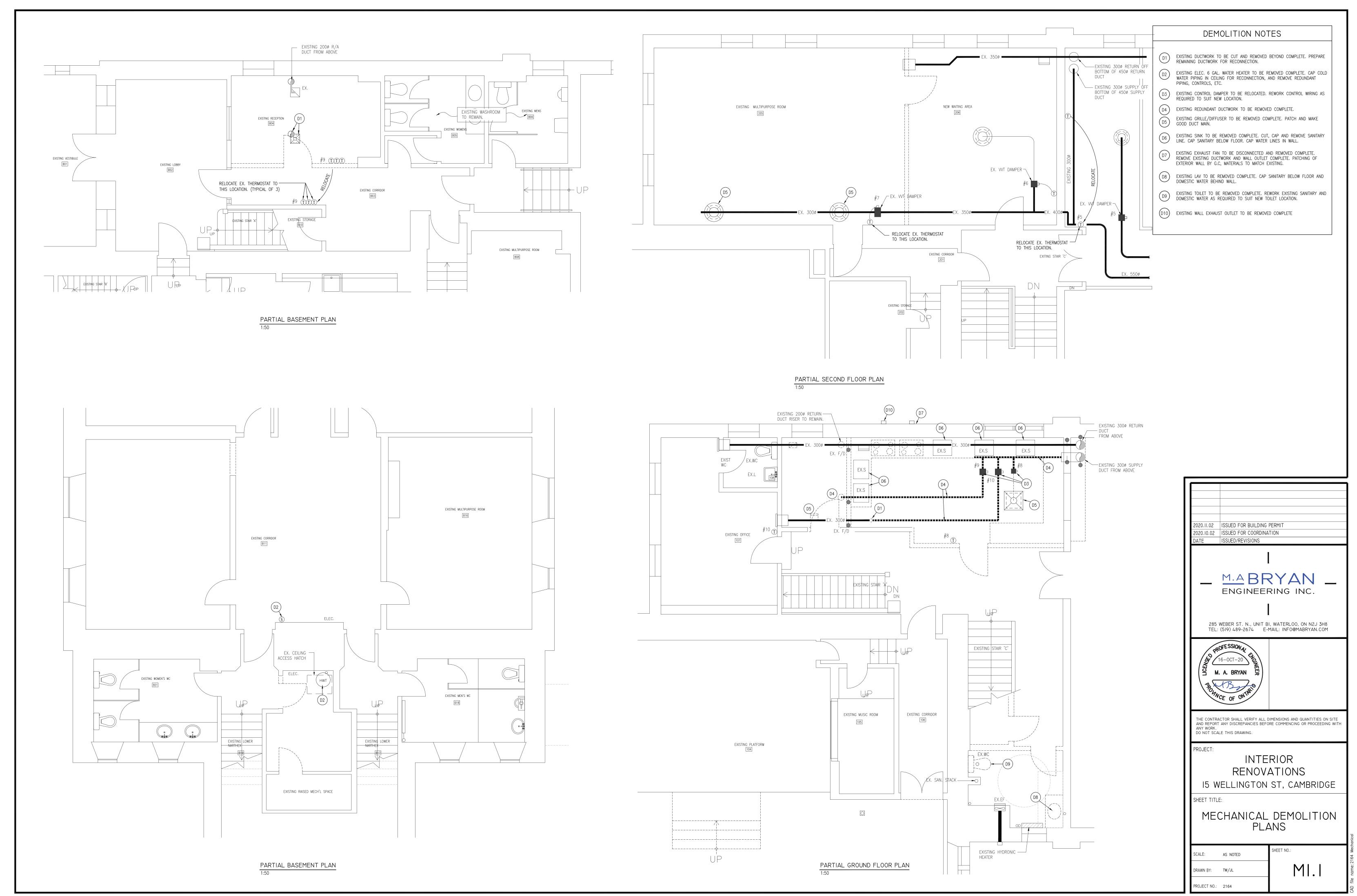
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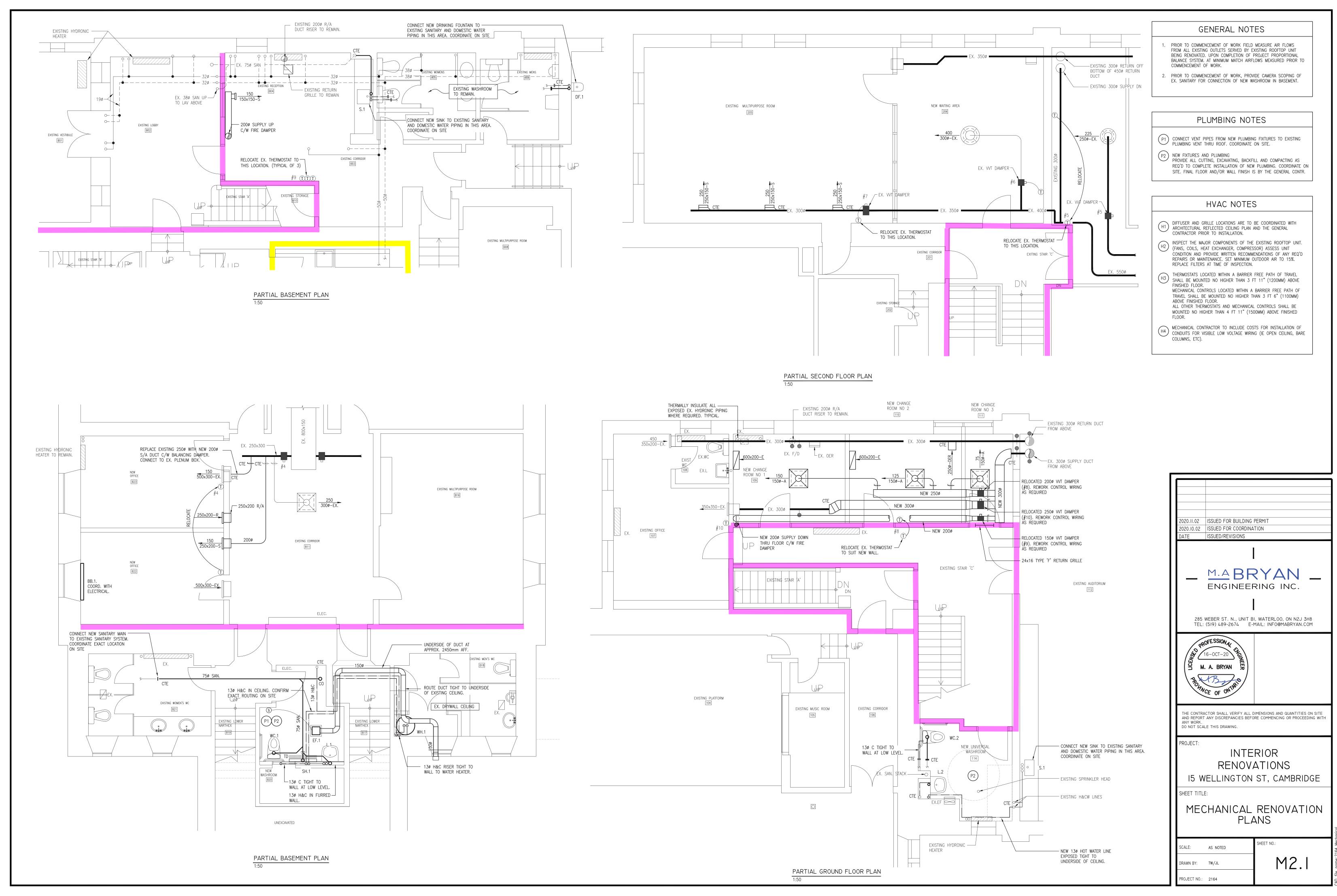
Last Updated on 2010-10-29

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

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	HVAC EQUIPMENT SCHEDULE									
UNIT	DESCRIPTION	ELEC.	NOTES	L	W	Н				
		(V.PH.HZ)		(1	NCHES	S)				
EF.I	EXHAUST FAN - CEILING BROAN L150 100 CFM @ 0.3" S.P.	120.1.60 1.1 AMPS	C/W CEILING GRILLE, BDD, ON/OFF SWITCH, 6"Ø (150mm) DISCHARGE DUCT TO WALL BOX/CAP AS SHOWN. THERMALLY INSULATE LAST 6							
LI.I	100 CFM @ 0.3 S.P.	1.1 / NWII S	FEET FROM EXTERIOR.							

	PLUMBING FIXTURE SCHEDULE								
FIXTURE	DESCRIPTION	CW	HW	DR	V	NOTES			
WC.I	WATER CLOSET (TANK) - BARRIER FREE AMERICAN STANDARD CADET PRO 215AA-054 RIGHT HEIGHT, ELONGATED, WHITE 12" ROUGH-IN, 16.5" RIM HEIGHT, INSULATED TANK.	1/2" (13mm)		3" (75mm)	1 1/2" (38mm)	MAXIMUM 6 LITRES/FLUSH (1.6 GPF). INSTALL AS PER BARRIER FREE REQUIREMENTS. C/W TRIP LEVER TO SUIT TRANSFER SIDE OF W.C.			
""	C/W WHITE OPEN FRONT SEAT WITH COVER, SUPPLY WITH STOP.					o, which exists of the more and			
	WALL HUNG LAVATORY - BARRIER FREE AMERICAN STANDARD MURRO 0954-004EC, WHITE	1/2" (13mm)	1/2" (13mm)	1 1/4" (32mm)	1 1/4" (32mm)	MAXIMUM 7.2 LITERS/MINUTE (1.9 GPM), INSTALL AS PER BARRIER FREF REO'TS.			
L.I	DELTA COMMERCIAL 21C154 CHROME C/W WALL CARRIER, 0059-020EC CHINA SHROUD (INSULATED HW SUPPLY AND TRAP), OFFSET TRAP, OPEN GRID STRAINER, FLOW RESTRICTOR SUPPLIES WITH STOPS,		, ,	, ,	, ,				
0111	SHOWER TRIM DELTA T13291	1/2" (13mm)	1/2" (13mm)	2" (50mm)	1 1/2" (38mm)				
SH.I	PRESSURE BALANCED VALVE, LEVER HANDLE, SHOWER HEAD, CHROME C/W SHOWER DRAIN, SUPPLIES WITH STOPS.				, ,				
	KITCHEN SINK FRANKE COMMERCIAL LBS6808P-1/3 SINGLE COMPARTMENT	1/2" (13mm)	1/2" (13mm)	2" (50mm)	1 1/2" (38mm)	MAXIMUM 8.35 LITERS/MINUTE (2.2 GPM) SINGLE COMPARTMENT 18X16X8			
S.I	18 GAUGE, STAINLESS STEEL WITH LEDGE, DELTA COMMERCIAL 100LF—HDF CHROME C/W TRAP, SUPPLIES WITH STOPS, FLOW RESTRICTOR.					2304 cu.in. = 10 GAL.			
DF.I	DRINKING FOUNTAIN/BOTTLE FILLING STATION ELKAY EMABFDWSLK FOUNTAIN/BOTTLE FILLING STATION	1/2" (13mm)		1 1/4" (32mm)	1 1/4" (32mm)	NON-FILTERED, C/W TOUCHLESS SENSOR ACTIVATION, LED FILTER STATUS INDICATOR FLEXIBLE BUBBLER, AND IN WALL CARRIER.			
ו. וט	NON-REFRIGERATED '		12	OV		INSTALL AS PER BARRIER FREE REQUIREMENTS.			
\A/I I I	WATER HEATER - ELECTRIC GSW OR EQUAL	3/4" (19mm)	3/4" (19mm)			FLOOR MOUNT C/W T&P RELIEF TO SPILL ON FLOOR.			
WH.I	40 USGAL. 3000W 240V	208/240							
		1							

MISCELL

GENERAL MECHANICAL

MECHANICAL REQUIREMENTS

- 1. SUPPLY AND INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON DRAWINGS FOR THE 3. USE DUCT SIZES AS SHOWN OR EQUIVALENT AS REQUIRED TO SUIT SITE CONDITIONS. SATISFACTORY COMPLETION OF THE MECHANICAL WORK. ALL EQUIPMENT MUST BE OPERATIONAL, TESTED AND BALANCED TO SATISFACTION OF ENGINEER. CONFORM TO ALL APPLICABLE REQUIREMENTS AND CONDITIONS AS SET OUT IN THE GENERAL CONDITIONS
- 2. THE CONTRACTOR SHALL SUBMIT A LUMP SUM PRICE BASED ON THE DRAWING(S). IF THE CONTRACTOR CHOOSES TO USE ALTERNATIVE MATERIALS AND EQUIPMENT, THE BID MUST INCLUDE NAME OF THE ALTERNATIVE MANUFACTURER AND ANY ADJUSTMENT IN PRICE. 3. BEFORE BIDDING, THE CONTRACTOR MUST VISIT SITE. THE CONTRACTOR IS RESPONSIBLE TO BE FAMILIAR WITH THE BUILDING CONSTRUCTION SO THAT THE BID INCLUDES ALL THAT
- IS NECESSARY FOR THE COMPLETION OF THE WORK. 4. ALL WORK MUST CONFORM TO THE MINIMUM REQUIREMENTS OR BETTER OF THE ONTARIO BUILDING CODE, LOCAL BYLAWS AND TO THE SATISFACTION OF LOCAL INSPECTION
- AUTHORITIES HAVING JURISDICTION. OBTAIN PERMITS, PAY FEES AND FURNISH CERTIFICATES AS EVIDENCE THAT THE WORK INSTALLED CONFORMS WITH THE LAWS AND REGULATIONS OF ALL GOVERNING AUTHORITIES
- HAVING JURISDICTION. 6. THIS CONTRACTOR SHALL STUDY THE DRAWINGS AND SPECIFICATIONS AND SHALL REPORT ANY ERRORS, INCONSISTENCIES OR OMISSIONS TO ENGINEER. DO NOT PROCEED IN UNCERTAINTY.
- 7. CUTTING AND PATCHING: INCLUDE CUTTING AND PATCHING AS REQUIRED FOR COMPLETION OF WORK. FINAL FLOOR/WALL/CEILING FINISHES BY OTHERS. 8. EXCAVATING & BACKFILL: PROVIDE EXCAVATION AND BACKFILL AS REQUIRED FOR THE
- INSTALLATION OF UNDERGROUND PIPING 9. SLEEVES & ACCESS DOORS: PROVIDE SLEEVES AND ACCESS DOORS FOR THE INSTALLATION AND SERVICING OF ALL CONCEALED MECHANICAL EQUIPMENT.
- 10. ELECTRICAL POWER: ALL STARTERS, DISCONNECTS AND POWER WIRING FOR MECHANICAL EQUIPMENT SHALL BE BY THE ELECTRICAL CONTRACTOR. ALL LOW VOLTAGE CONTROL WIRING FOR MECHANICAL EQUIPMENT SHALL BE BY MECHANICAL CONTRACTOR(S). CONTROL WIRING INSTALLED IN CEILING RETURN AIR PLENUM MUST BE PLENUM RATED (I.E., FLAME SPREAD OF 25 OR LESS, SMOKE DEVELOPMENT OF 50 OR LESS). CONTRACTOR IS TO CONFIRM VOLTAGE WITH ELECTRICAL CONTRACTOR PRIOR TO ORDERING OF EQUIPMENT.
- 11. WORK BY OTHERS: GENERAL CONTRACTOR TO PROVIDE BULK HEADS, FURRED IN SPACES, CONCRETE PADS ETC. UNLESS NOTED OTHERWISE.
- 12. WARRANTEE: ALL MECHANICAL WORK AND EQUIPMENT TO BE WARRANTED AGAINST DEFECTS OF MATERIAL AND WORKMANSHIP FOR ONE FULL YEAR FROM DATE OF FINAL ACCEPTANCE.

PLUMBING AND DRAINAGE

- 1. DOMESTIC WATER PIPING: ALL PIPING SHALL BE COPPER, PEX OR CPVC CONFORMING TO THE ONTARIO BUILDING CODE. WATER PIPE SIZING AS SHOWN ON DRAWINGS IS BASED ON COPPER PIPING. PIPE SIZES FOR PEX OR CPVC MUST BE ADJUSTED AS REQUIRED TO MEET MINIMUM INSIDE DIAMETER REQUIREMENTS. REFER TO MANUFACTURER'S DATA. EXPANSION LOOPS MUST BE INSTALLED FOR CPVC HOT WATER AND HOT WATER RECIRCULATION MAINS IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
- 2. DRAIN/WASTE/VENT (DWV) PIPING: ALL SANITARY AND VENT PIPING SHALL CONFORM TO THE ONTARIO BUILDING CODE. USE PLASTIC (ABS OR PVC) PIPE AND FITTINGS WHERE PERMISSIBLE BY BUILDING CODE.
- 3. ALL PIPING SYSTEMS INSTALLED IN A CEILING SPACE RETURN AIR PLENUM SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPMENT CLASSIFICATION OF 50 OR LESS. ABS AND STANDARD SYSTEM 15 PVC PIPING DO NOT MEET THIS REQUIREMENT. REFER TO MANUFACTURER'S ULC LISTING AND INSTALLATION CRITERIA FOR ACCEPTABILITY OF SPECIFIC PIPING SYSTEMS. 4. PIPE INSULATION: THE FOLLOWING INSULATION THICKNESSES SHALL BE APPLIED TO ALL

TEMPERATURE: THICKNESS: COLD 1/2" (13MM) 1-1/4" (32MM) OR SMALLER 1" (25MM) HOT(<140°F)

DOMESTIC WATER PIPES BASED ON SYSTEM TEMPERATURES AND PIPE SIZES:

- 1. ALL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CODE REQUIREMENT, AND TO ASHRAE AND SMACNA STANDARDS. ALL MATERIAL AND EQUIPMENT SHALL BE NEW. DUCTWORK SHALL BE OF GAUGES AS OUTLINED BY SMACNA STANDARDS. EQUIPMENT TO BE AS OUTLINED ON THE DRAWINGS.
- DUCT INSULATION ACOUSTIC LINING SHALL BE 1/2" THICK AND SHALL BE MECHANICALLY PINNED AND GLUED TO THE INSIDE OF DUCT WORK. INSTALL ACOUSTIC INSULATION AS SHOWN (OR NOTED) AND AT MINIMUM THE FIRST 10 FEET OF SUPPLY AND RETURN DUCTWORK. THERMAL INSULATION SHALL BE 2" THICK FOIL BACKED AND BE SECURED TO THE OUTSIDE OF DUCTWORK. THERMALLY INSULATE AS SHOWN (OR NOTED) AND AT MINIMUM ALL OUTDOOR AIR INTAKE DUCTWORK AND THE LAST 6 FEET OF EXHAUST DUCTWORK FROM EXTERIOR TERMINATION. ALL SUPPLY DUCTWORK USED FOR COOLING THAT IS INSTALLED WITHIN UNCOOLED/UNCONDITIONED SPACES SHALL BE THERMALLY INSULATED
- USING 2" THICK FOIL BACKED INSULATION SECURED TO THE OUTSIDE OF DUCTWORK. 3. FIRE DAMPERS: DYNAMIC FIRE DAMPERS SHALL BE ULC APPROVED AND INSTALLED AS PER MANUFACTURER'S REQUIREMENTS AND IN ACCORDANCE WITH THE ONTARIO BUILDING CODE. NAILOR INDUSTRIES OR EQUAL. INSTALL WHERE SHOWN OR AS NOTED ON THE

LANEOUS

- 1. FIRESTOP ALL PLUMBING AND DUCT PENETRATIONS THROUGH FIRE RATED WALL, FLOOR AND ROOF ASSEMBLIES TO SATISFACTION OF AUTHORITIES HAVING JURISDICTION.
- 2. INSTALL HYDRONIC PIPES ON METAL BRACKETS, SECURE WITH CLAMPS, COORDINATE ROUTING ON SITE AND WITH GENERAL CONTRACTOR.

MANUFACTURER'S REPRESENTATION

1. MANUFACTURER OF FIRESTOPPING MATERIALS (HILTI, 3M ETC.) IS TO PROVIDE FIRESTOPPING LISTINGS TO THE SATISFACTION OF BUILDING OFFICIALS. WHERE NECESSARY, CONTRACTOR IS TO ARRANGE FOR MANUFACTURER'S REPRESENTATIVE TO VISIT SITE AND MEET WITH BUILDING OFFICIALS AND ENGINEER. CONTRACTOR SHALL CONSULT WITH PIPE MATERIAL MANUFACTURER PRIOR TO INSTALLATION FOR GUIDANCE ON BUILDING CODE ISSUES. FIRESTOPPING. SUPPORT SPACING. ACCOMMODATION OF EXPANSION-CONTRACTION, PROPER SOLVENT CEMENTING PROCEDURE ETC. DURING CONSTRUCTION, MANUFACTURER'S REPRESENTATIVE IS TO VISIT SITE AND

SUBMITTALS

- 1. SHOP DRAWINGS: CONTRACTOR SHALL FORWARD SHOP DRAWINGS OF EQUIPMENT AND FIXTURES. ENSURE ELECTRONIC SHOP DRAWINGS INCLUDE A COVER PAGE AND ARE
- COMBINED INTO ONE PDF FILE ACCORDING TO PRODUCT TYPE. 2. OPERATION & MAINTENANCE MANUALS: CONTRACTOR SHALL SUPPLY TO THE OWNER COPY OF OPERATION AND MAINTENANCE MANUALS FOR ALL MECHANICAL EQUIPMENT.

TESTING AND BALANCING

REVIEW ROUGH-IN INSTALLATION.

- 1. PLUMBING SYSTEMS ARE TO BE TESTED TO SATISFACTION OF LOCAL AUTHORITIES HAVING
- AIR SYSTEMS ARE TO BE TESTED AND BALANCED BY A CERTIFIED INDEPENDENT CONTRACTOR. SUBMIT COPY OF TESTING AND BALANCING REPORT TO ENGINEER FOR

AS-BUILT DRAWINGS

- 1. MECHANICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE RED LINED AS-BUILT DRAWINGS
- 2. PROVIDE FLASH DRIVE WITH ELECTRONIC BACK-UP COPY OF WT SYSTEM SETTINGS TO

RENOVATION

- 1. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE EXISTING MECHANICAL CONDITIONS. CONTRACTOR TO MAKE ALLOWANCES IN PRICE FOR
- REMOVAL/RELOCATION/RE-ROUTING/RECONNECTION OF EXISTING MECHANICAL EQUIPMENT/SYSTEMS AS MAY BE NECESSARY FOR THE COMPLETION OF THIS PROJECT. MECHANICAL EQUIPMENT LOCATED IN AREAS BEING ALTERED OR DEMOLISHED, BUT
- SERVICING OTHER EQUIPMENT REQUIRED TO REMAIN IN SERVICE SHALL BE RE-ROUTED AS REQUIRED TO MAINTAIN CONTINUITY OF SERVICES. SEQUENCE OF REMOVAL AND RELOCATION OF EXISTING EQUIPMENT SHALL BE
- COORDINATED WITH THE OTHER TRADES, OWNER AND TENANTS. SYSTEM INTERRUPTIONS SHALL BE KEPT TO A MINIMUM. 4. ALL EXISTING MECHANICAL EQUIPMENT WHICH IS NOT TO BE RE-USED SHALL BECOME
- THE PROPERTY OF THE OWNER. IF THE OWNER DECIDES HE DOES NOT WANT IT, THE MECHANICAL CONTRACTOR SHALL DISPOSE OF IT. 5. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO EXISTING EQUIPMENT THROUGHOUT THE PROJECT AND PARTICULARLY WHERE EQUIPMENT HAS BECOME EXPOSED TO MECHANICAL INJURY OR MOISTURE IN THE COURSE OF ALTERATIONS OR NEW

FIRE PROTECTION-RENOVATION

CONSTRUCTIONS.

CONTRACTOR TO REVIEW ALL EXISTING FIRE EXTINGUISHERS ON SITE AND REPLACE ANY EXTINGUISHERS WITH A MANUFACTURERS DATE PRIOR TO OCTOBER 1984. UNIT TO BE REPLACED WITH LIKE MODEL, MANUFACTURED POST OCTOBER 1984. PROVIDE SUBMITTAL OF REPLACEMENT UNIT FOR REVIEW. WHERE A CHANGE OF OCCUPANCY IS PROPOSED, COORDINATE WITH OWNER AND AUTHORITY HAVING JURISDICTION TO PROVIDE EXTINGUISHERS TO SUIT NEW PROPOSED OCCUPANCY

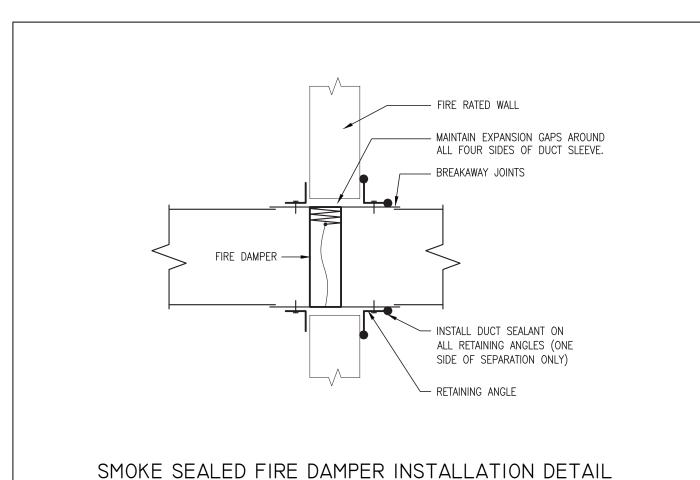
	GRILLE & DIFFUSER SCHEDULE				
SYMBOL	TYPE	MANUFACTURER KRUEGER	REMARKS		
А	SQUARE PLAQUE 24X24 DIFFUSER	PLQ	WHITE, C/W VOLUME DAMPER UNLESS BALANCING DAMPER IS SHOWN		
Е	LAY-IN EGGCRATE WITH FRAME	EGC5 FRAME 23	WHITE. ORDER TO FIT T-BAR GRID; NOMINAL DUCT SIZE + 2" FRAME		
F	FIRE—RATED DOOR GRILLE	ANEMOSTAT FLDL-UL	WHITE		
R	RETURN GRILLE	AFCS85, 30°	WHITE, C/W BALANCING DAMPER WHERE REQUIRED		
S	SUPPLY GRILLE	AF880	WHITE, C/W VOLUME DAMPER		

	ELECTRIC HEATER SCHEDU ALL ELECTRIC HEATERS ARE TO BE SUPPLIED BY MECHANICAL, INSTAL	
UNIT	DESCRIPTION NOTES	
BB.I	WALL MOUNT BASE BOARD HEATER OUELLET OFM1002 1.0 KW, 120.1.60	C/W BUILT-IN T'STAT

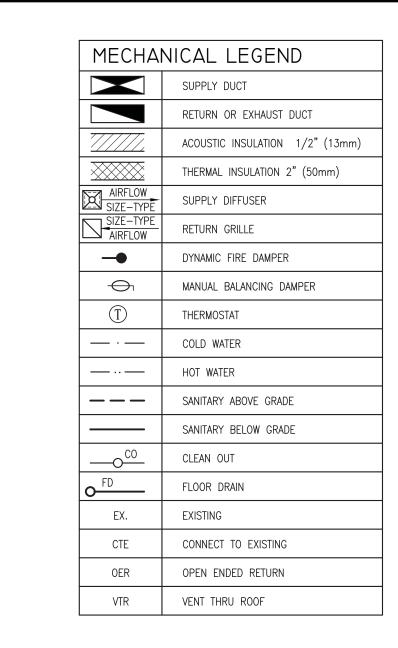
	PLUMBING SPECIALTIES SCHEDULE				
SYMBOL TYPE		MANUFACTURER	REMARKS		
		WATTS OR EQUAL			
FD	FLOOR DRAIN	FD-200-A	CAST IRON BODY, ADJUSTABLE STRAINER COLLAR, TRAP PRIMER, TRAP		
СО	CLEAN OUT	CO-200-R (HORIZONTAL) CO-460 (VERTICAL)	CAST IRON BODY, ADJUSTABLE COLLAR, ABS PLUG WITH NEOPRENE GASKET, COVER TO SUIT FLOOR FINISH		
TD	TRENCH DRAIN	ZURN ZS880-36 36" LENGTH	SS LINEAR SHOWER DRAIN C/W ADJ. SUPPORT LEGS, 2"Ø NO-HUB CENTER OUTLET, FRAME AND EDGE, SLOTTED 4.5" WIDE GRATE.		

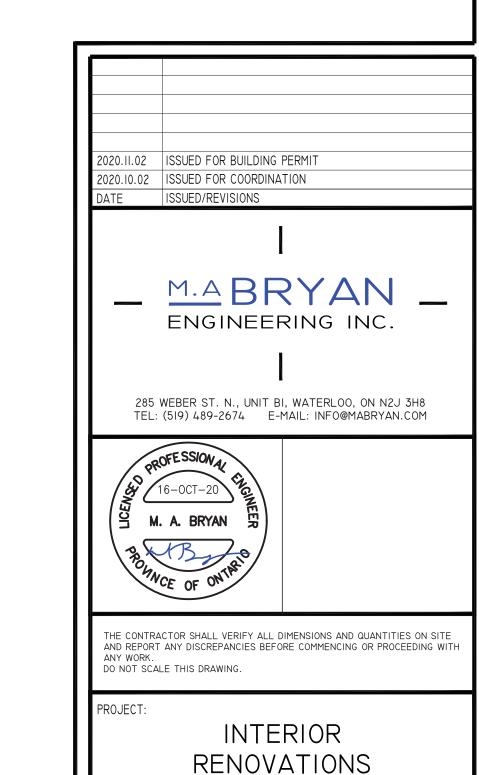
VVT DAMPER SCHEDULE					
TAG #	ROOM SERVED	MODEL	INLET SIZE Ø INCHES	MAX. AIRFLOW (CFM)	REMARKS
EX. #4	OFFICES B22, B23	CARRIER ZD-10	10"ø	550	EXISTING TO REMAIN.
EX. #5	MULTI-PURPOSE 208	CARRIER ZD-8	8"ø	225	EXISTING TO REMAIN.
EX. #6	WAITING AREA 206	CARRIER ZD-10	10"ø	550	EXISTING TO REMAIN.
EX. #7	MULTI-PURPOSE 205	CARRIER ZD-12	12"ø	900	EXISTING TO REMAIN.
EX. #8	CHG. RMS 109, 110, 111	CARRIER ZD-8	8"ø	350	EXISTING TO BE RELOCATED.
EX. #9	RECEPTION B04	CARRIER ZD-6	6"ø	150	EXISTING TO BE RELOCATED.
EX. #10	OFFICE 107	CARRIER ZD-10	10"ø	450	EXISTING TO BE RELOCATED.

MINIMUM AIRFLOW AT 10% OF MAXIMUM.



- 1. DO NOT INSTALL SEALANT WITHIN THE EXPANSION GAPS. 2. THIS DETAIL IS TO BE USED AS A GUIDE ONLY, INSTALL IN STRICT
- ACCORDANCE WITH MANUFACTURER INSTALLATION INSTRUCTIONS. 3. SEALANT SHALL BE ULC APPROVED AND LISTED FOR INSTALLATION WITH SAME
- 4. DO NOT USE FIRE CAULKING AS SEALANT



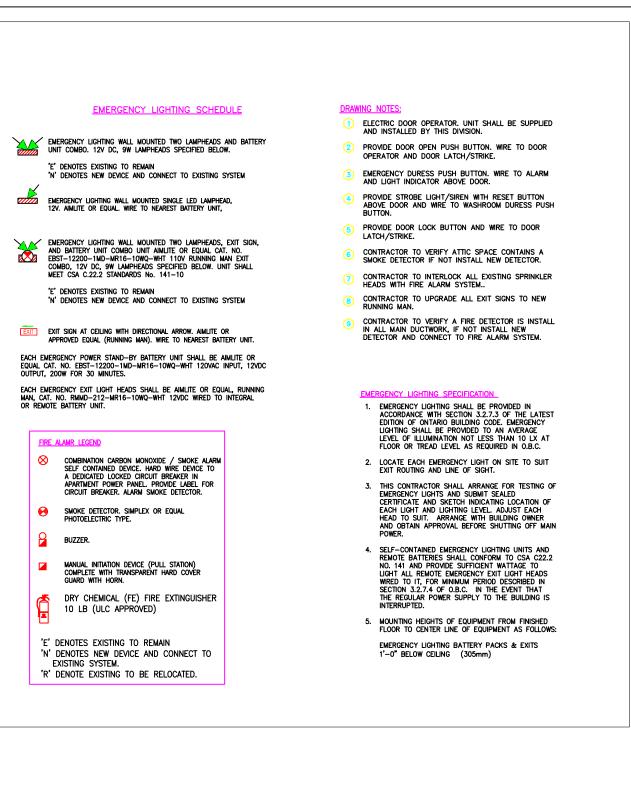


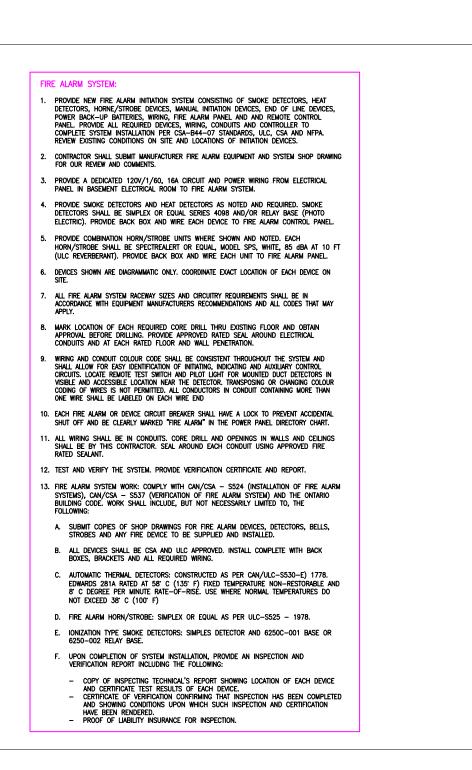
SHEET TITLE: MECHANICAL SCHEDULES AND SPECIFICATION

15 WELLINGTON ST, CAMBRIDGE

SCALE: AS NOTED DRAWN BY: TW/JL PROJECT NO.: 2164

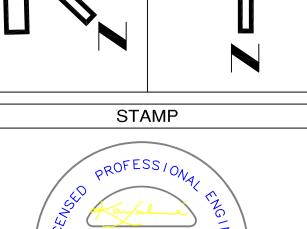
M2.2

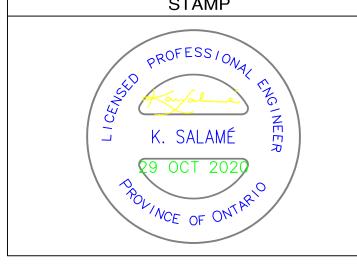






NOTES: DATE ISSUE ISSUED FOR REVIEW. 1 | 23 OCT 2020 | 2 29 OCT 2020 ISSUED FOR PERMIT. TRUE NORTH PROJECT NORTH





ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

20200820-20

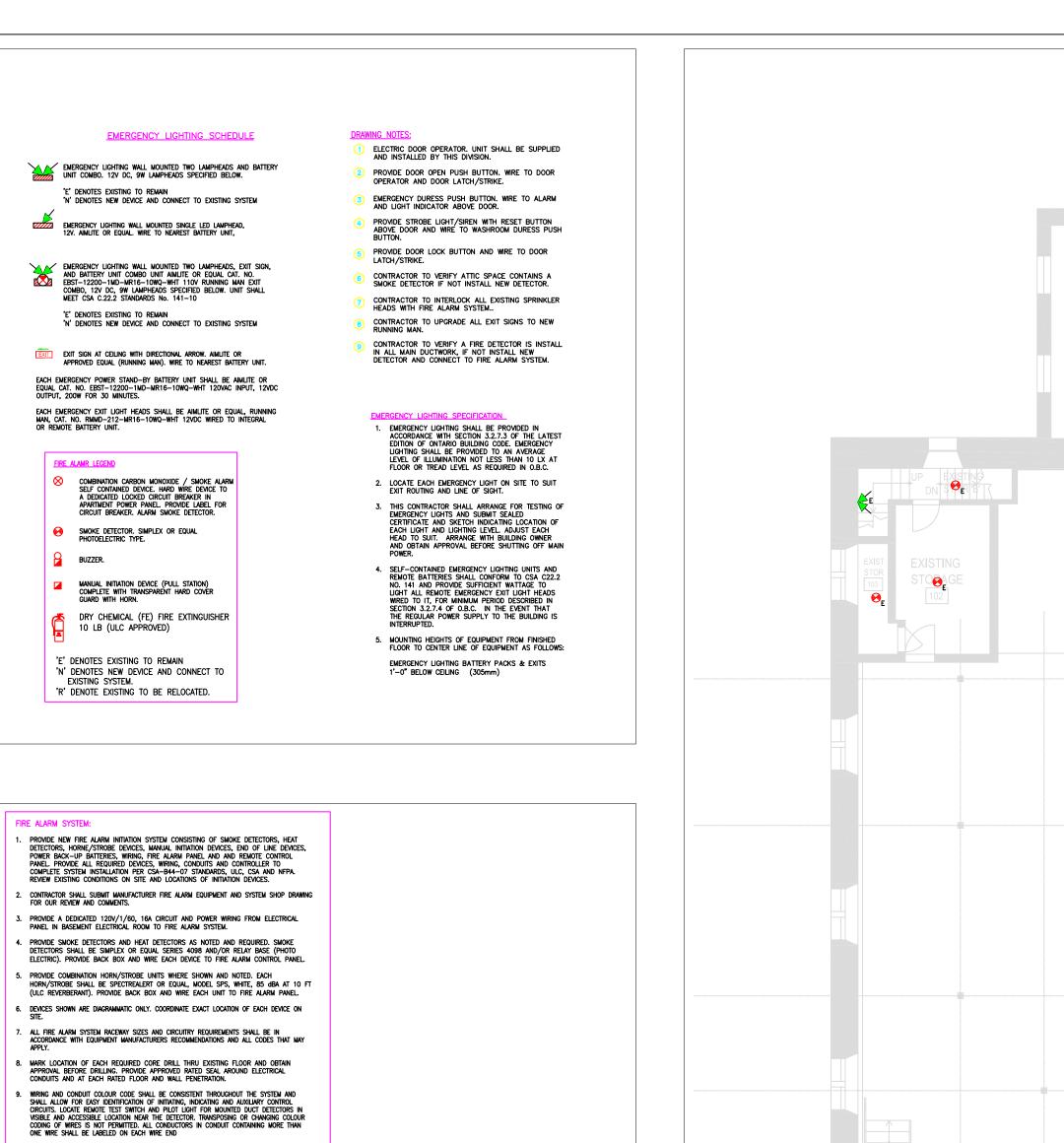
PROJECT NAME:

15 WELLINGTON STREET

15 WELLINGTON ST, CAMBRIDGE, ON

TITLE: EMERGENCY AND FIRE ALARM BASEMENT

DATE: DRAWN: CHECK: SCALE: 1:100 08.06.20 N.A K.S SHEET NO: DRAWING NO: REVISE: 0



 Each fire Alarm or Device Circuit Breaker Shall have a lock to prevent accidental Shut off and be clearly Marked "Fire Alarm" in the Power Panel Directory Chart.

 ALL WIRING SHALL BE IN CONDUITS. CORE DRILL AND OPENINGS IN WALLS AND CEILINGS SHALL BE BY THIS CONTRACTOR. SEAL AROUND EACH CONDUIT USING APPROVED FIRE RATED SEALANT.

13. FIRE ALARM SYSTEM WORK: COMPLY WITH CAN/CSA - S524 (INSTALLATION OF FIRE ALARM SYSTEMS), CAN/CSA - S537 (VERIFICATION OF FIRE ALARM SYSTEM) AND THE ONTARIO BUILDING CODE. WORK SHALL INCLUDE, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING:

A. SUBMIT COPIES OF SHOP DRAWINGS FOR FIRE ALARM DEVICES, DETECTORS, BELLS, STROBES AND ANY FIRE DEVICE TO BE SUPPLIED AND INSTALLED.

B. ALL DEVICES SHALL BE CSA AND ULC APPROVED. INSTALL COMPLETE WITH BACK BOXES, BRACKETS AND ALL REQUIRED WIRING.

C. AUTOMATIC THERMAL DETECTORS: CONSTRUCTED AS PER CAN/ULC-S530-E) 1778.

EDWARDS 281A RATED AT 58° C (135° F) FIXED TEMPERATURE NON-RESTORABLE AND 8° C DEGREE PER MINUTE RATE-OF-RISE. USE WHERE NORMAL TEMPERATURES DO NOT EXCEED 38° C (100° F)

D. FIRE ALARM HORN/STROBE: SIMPLEX OR EQUAL AS PER ULC-S525 - 1978.
 E. IONIZATION TYPE SMOKE DETECTORS: SIMPLES DETECTOR AND 6250C-001 BASE OR 6250-002 RELAY BASE.

F. UPON COMPLETION OF SYSTEM INSTALLATION, PROVIDE AN INSPECTION AND VERIFICATION REPORT INCLUDING THE FOLLOWING:

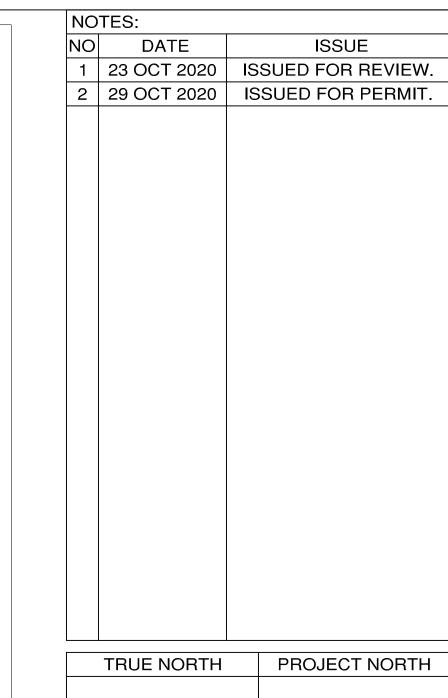
COPY OF INSPECTING TECHNICAL'S REPORT SHOWING LOCATION OF EACH DEVICE
AND CERTIFICATE TEST RESULTS OF EACH DEVICE.

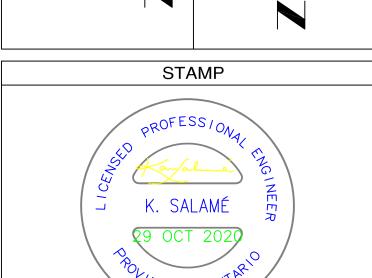
CERTIFICATE OF VERIFICATION CONFIRMING THAT INSPECTION HAS BEEN COMPLETED
AND SHOWING CONDITIONS UPON WHICH SUCH INSPECTION AND CERTIFICATION
HAVE BEEN RENDERED.

PROOF OF LIABILITY INSURANCE FOR INSPECTION.

12. TEST AND VERIFY THE SYSTEM. PROVIDE VERIFICATION CERTIFICATE AND REPORT.







ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

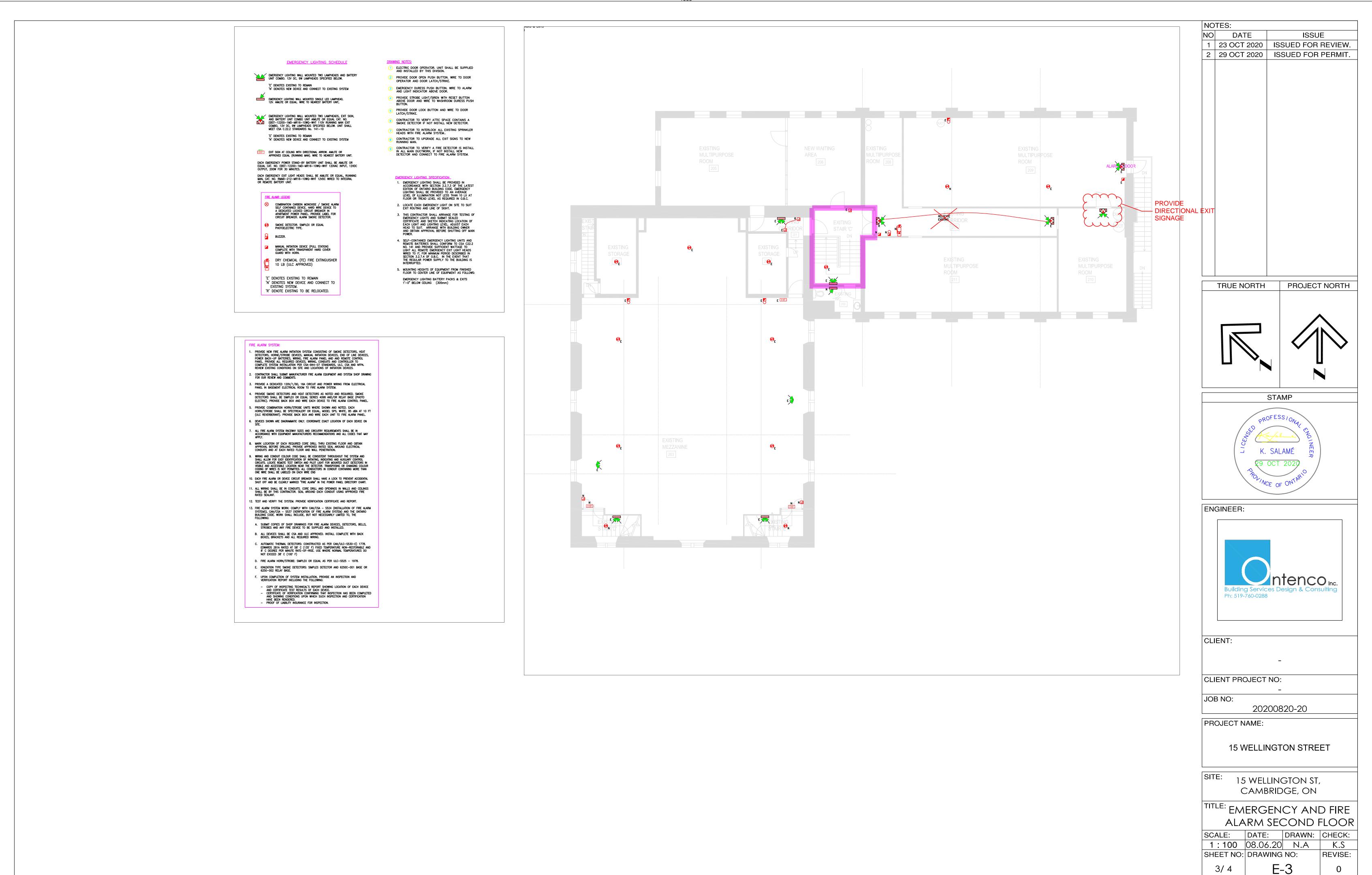
PROJECT NAME:

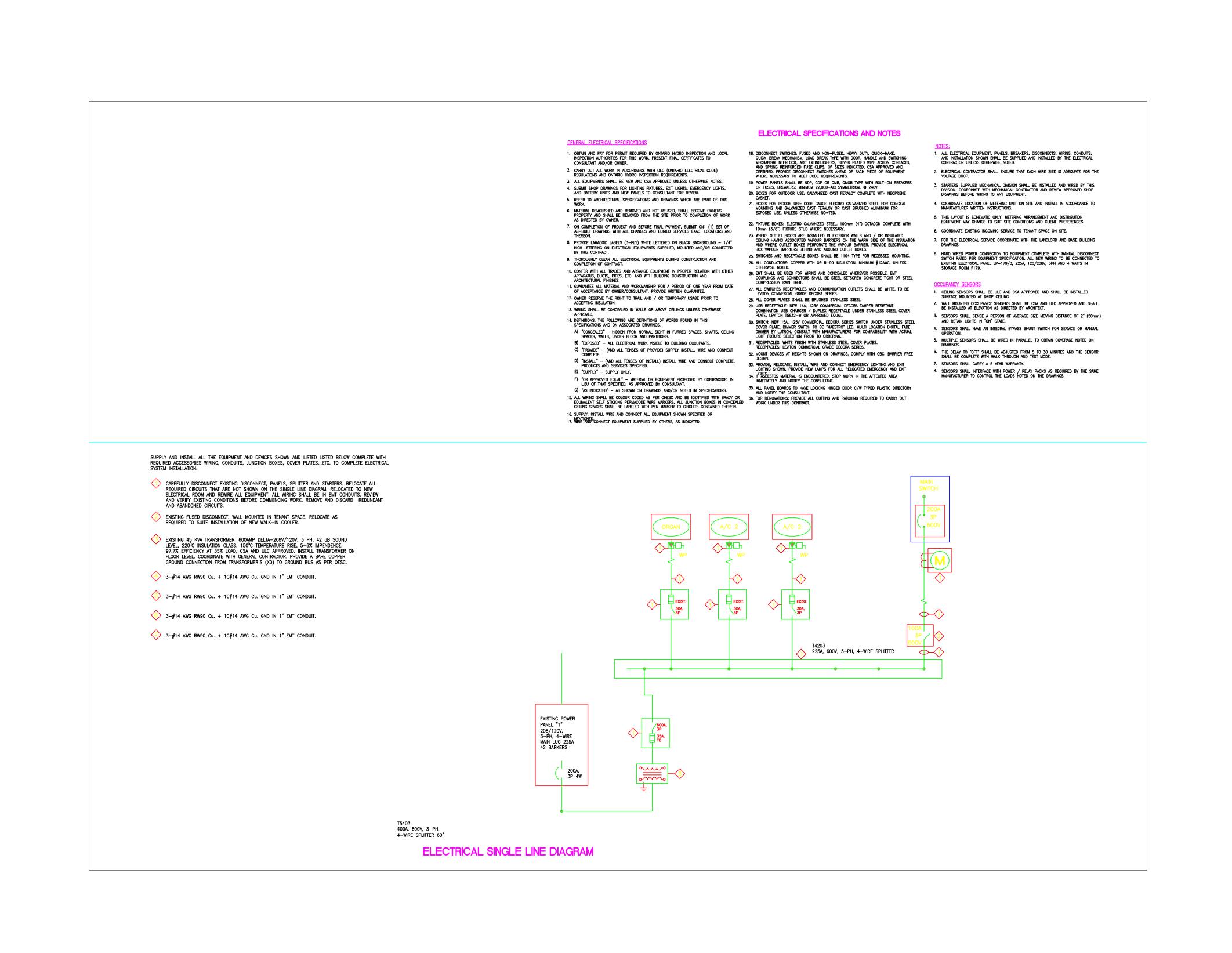
15 WELLINGTON STREET

20200820-20

TE: 15 WELLINGTON ST, CAMBRIDGE, ON

EMERGENCY AND FIRE
ALARM GROUND FLOOR
SCALE: DATE: DRAWN: CHECK:
1:100 08.06.20 N.A K.S
SHEET NO: DRAWING NO: REVISE:
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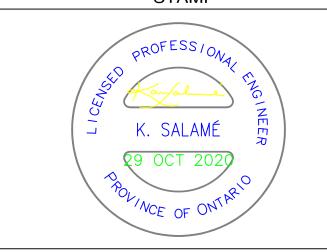
NOTES:

NO DATE ISSUE

1 23 OCT 2020 ISSUED FOR REVIEW.
2 29 OCT 2020 ISSUED FOR PERMIT.

TRUE NORTH PROJECT NORTH

STAMP



ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

20200820-20 PROJECT NAME:

15 WELLINGTON STREET

SITE: 15 WELLINGTON ST, CAMBRIDGE, ON

TITLE:

SINGLE LINE DIAGRAM

 SCALE:
 DATE:
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 1:100
 08.06.20
 N.A
 K.S

 SHEET NO:
 DRAWING NO:
 REVISE:

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APPENDIX "N"

Email dated November 5, 2021 from counsel to RCC

Maria Magni

From: Vincent DeMarco <vincent.demarco@wehlitigation.com>

Sent: Friday, November 5, 2021 12:32 PM

To: tvanderlaan@deloitte.ca

Cc: Leanne Williams; Sara Erskine; Joan Xu

Subject: Trinity Centres Cambridge - Information from Call with Sara Erskine

Attachments: 15 Wellington Space Layout.pdf; ProACTIVE Fitness - Space Area.pdf; One Movement

Lease - Space Area.pdf; Layout from Building Permit.pdf

Good afternoon Ms. Vanderlaan,

Thank you for speaking with Sara and I today. To recap our call, RCC's current usage of the space is as follows:

- Sunday morning sanctuary space from 8:00 a.m. 12:00 p.m. with rooms to offer kid's programing and office space for the pastor;
- Office space from 9:00 a.m. 5:00 p.m. Monday to Friday;
- Band rehearsal space from 7:00 p.m. 10:30 p.m. Tuesdays;
- The Board meeting room from 7:00 p.m. 10:00 p.m. once monthly;
- The Staff meeting room from 7:00 p.m. 10:00 p.m. twice monthly;
- Youth group meeting from 7:00 p.m. 10:00 p.m. one evening weekly plus the occasional special event on a Friday night; and,
- Appropriate storage space for equipment.

I'm attaching the space layout for 15 Wellington. This was attached to the Affidavit of Graham Singh sworn at Exhibit 165 and titled "15 Wellington Cambridge Space Usage Layout (proposed)". I'm also attaching excerpts from the ProACTIVE Fitness Lease and the One Movement Lease that show their rented space.

Finally, please also find an excerpt from a City of Cambridge Building Permit which shows larger and higher resolution breakdowns of the space. This was Exhibit 133 to Mr. Singh's same affidavit and titled "Building Permit." The status of the building permit was an issue in the litigation and we only provide these drawings to assist on the current issues of RCC's space and rent.

We will pass on to our client that you will likely request a higher rent than the current rent but not the maximum market rent.

Yours truly,

Vincent

Vincent DeMarco

Associate

Office: 416.306.8453

Fax: 416.306.8451

Email: vincent.demarco@wehLitigation.com



Barristers Suite 501, 365 Bay Street Toronto, ON M5H 2V1

URL: www.wehLitigation.com

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15 Wellington Cambridge SPACE USAGE LAYOUT

Target Usage: \$200,000 per year rent and/or 80% of RCC's space and time - thus allowing RCC to return to \$50,000 per year discounted rent

25th March 2021 - Proposed

All information here for indicative purposes only - detailed information as per lease agreements.







One Movement Dance

Proactive Fitness

STEM Montessori

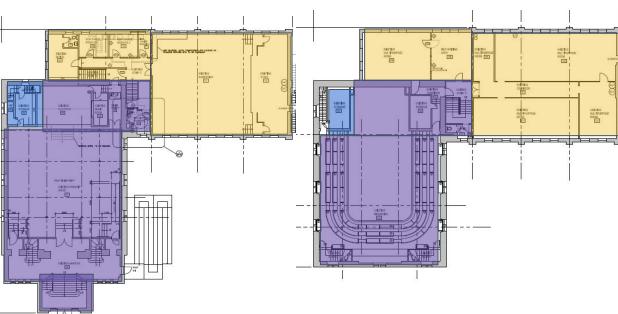
Charity and Non-Profit Rentals (May also be rented for additional cost by RCC)



BASEMENT

2080

Monday-Saturday Usage



1st FLOOR

2nd FLOOR

2081



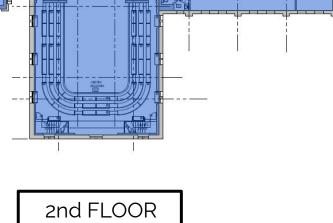
One Movement Dance

Proactive Fitness

STEM Montessori

Sunday Usage







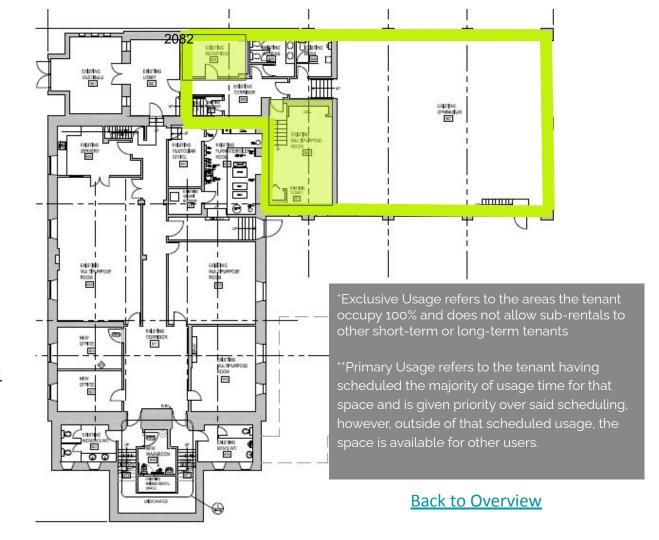
Monday - Saturday = 5am-9pm

*Exclusive Usage Sqft

- Boxed in area (filled)
 - Reception Area
 - o Multipurpose Room
- 490 sqft (2% of 24,738 total sqft of building)

**Primary Usage Sqft Area

- Boxed in Area (unfilled)
- 2,595 sqft (**10.5**% of 24,738 total sqft of building



Taken from ProActive Schedule 2020

Please Note:

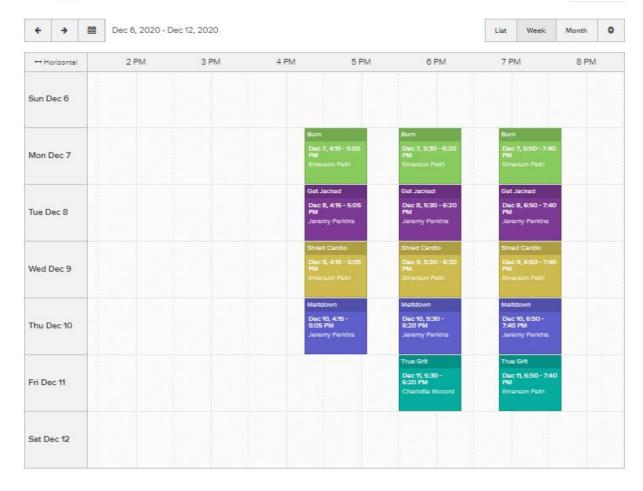
Private
Personal
Training
sessions are
scheduled
in-between
the shown
classes



Taken from ProActive Schedule Descember 2020

Please Note:

Private
Personal
Training
sessions are
scheduled
in-between
the shown
classes



Schedule D - Space Sharing Agreement for Proactive Fitness Schedule D

Space Sharing Agreement

The following space sharing agreement is an informal agreement that is not only about the physical space, but about establishing a community and holistic operating partnership between River City Church, Proactive Training, and Trinity Centres. The collaborative spirit for this document defines the space, the times and identifies requirements from all parties that will be mutually respected and managed by all stake holders involved. This document is meant to be deliberately vague as all parties understand that needs for space will evolve and change over time and through neighbourly collaboration we will all endeavour to be reasonably accommodating with one another.

On Sunday Proactive Training will make space in the gym available for River City Church to use as an active play space for the Children's Ministry. In addition to accommodating the spirit of the agreement the following specifics will be put in place:

- Liability Insurance of up to \$2,000,000 that has Proactive Training as a named insured
- No outside footwear on gym floors
- No crafts
- Thorough cleaning of Gym and bathrooms after each use
- Areas outside of the gym will remain out of bounds
- No use of fitness equipment

As good neighbours and stewards of 15 Wellington all parties will ensure that the spaces are clean and safe for handoff for each others use at the beginning and end of each Sunday. And in the event of accidental damage its acknowledged that timely and open communications are the best way to ensure that we make changes to mitigate any ongoing future problems. At any time Trinity Centres Foundation is open to acting as an intermediary or mediator if required.



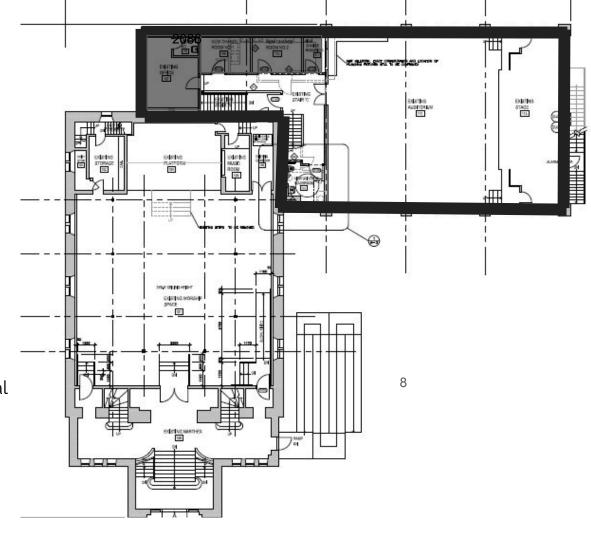
Monday - Friday = 3pm - 10pm Saturday = 9:00am to 4pm

Exclusive Usage Sqft Area

- Boxed in area (filled)
 - o Office Area
 - Changerooms
- 526 sqft (**2%** of 24,738 total sqft of building)

Primary Usage Sqft Area

- Boxed in area (unfilled)
- 2,806 sqft (**11%** of 24,738 total sqft of building





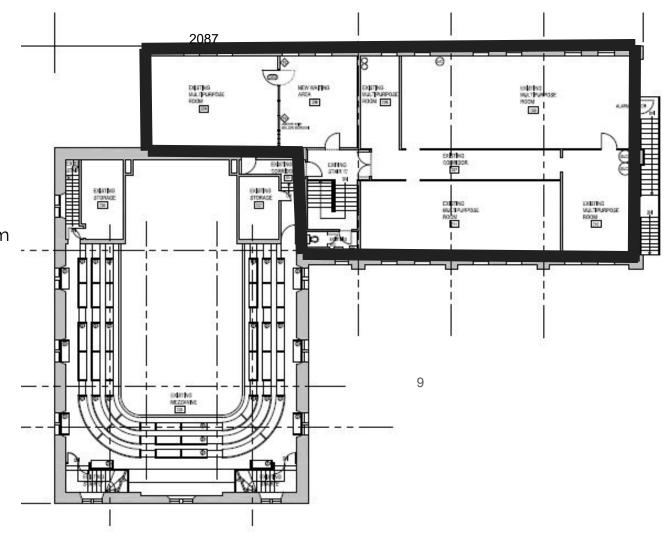
Monday - Friday = 3pm - 10pm Saturday = 9:00am to 4pm

Exclusive Usage Sqft Area

• o sqft

Primary Usage Sqft Area

- As shown in diagram
- 3332 sqft (13.5% of 24,738 total sqft of building



Taken from ONE Movement - September 2020 - June 2021 Dance Schedule

Monday

Studio 1	Studio 2	Studio 3	Studio 4	Studio 5
5:00pm-6:00pm Advanced Acro			5:00pm-6:00pm Boys Jumps, Turns & Lifts *Grade 4 Ballet +	
6:00pm-7:00pm Junior Acro	6:00pm-7:00pm Ball Class *competitive/condition age 10+	6:00pm-7:00pm Beginner/Mini Jazz & Tap Combo		6:00pm-6:45pm Dance for Little ONES age 3/4
7:00pm-8:00pm Junior Advanced Acro	7:00pm-8:00pm Grade 5 Ballet	7:00pm-8:00pm Advanced Hip Hop	7:00pm-8:00pm Adult Ballet	
8:00pm-9:00pm Inter. Acro	8:00pm-9:30pm Adv 1 and 2 Ballet & Pointe		8:00pm-9:00pm Adult Contemporary Winter Session	8:00pm-9:00pm Adult Tap Winter Session

Tuesday

Studio 1	Studio 2	Studio 3	Studio 4
5:00pm-6:00pm	5:00pm-6:00pm	5:00pm-6:00pm	5:00pm-6:00pm
Junior Advanced Jazz	Advanced Contemporary	Grade 4 Ballet	Grade 3 Ballet
6:00pm-7:00pm	6:00pm-7:00pm	6:00pm-6:45pm	6:00pm-7:00pm
Mini Adv. Acro	Junior Contemporary	Pre-Primary Ballet	Grade 1 Ballet
7:00pm-8:00pm	7:00pm-8:00pm	7:00pm-8:00pm	7:00pm-8:00pm
Mini Adv. Jazz	Junior Advanced Contemporary	Adv. Foundation Ballet	Inter Foundation Ballet
8:00pm-9:00pm	8:00pm-8:30pm	8:00pm-9:00pm	8:00pm-9:00pm
Inter Advanced Acro	Pointe Class	Intermediate Contemporary	Adult Ballet Winter Session
	8:30pm-9:30pm		
	Advanced Ballet		

Taken from ONE Movement - September 2020 - June 2021 Dance Schedule

Wednesday

Studio 1	Studio 2	Studio 4	Studio 5	
1:30pm-2:30pm Dancer's with Parkinson's				
5:00pm-6:00pm Advanced Jazz	5:00pm-5:45pm Primary Ballet		5:00pm-6:00pm Mini Adv/Junior Tap	
6:00pm-7:00pm Junior Jazz	6:00pm-7:00pm Grade 5 Ballet		6:00pm-7:00pm Junior Adv/Inter Tap	
7:00pm-7:45pm Beginner Acro	7:00pm-7:45pm Pointe Readiness *Grade 5 Ballet Students		7:00pm-8:00pm Advanced Tap	
8:00pm-9:00pm Junior Adv 2 /Intermediate Jazz	8:00pm-9:00pm Pointe Class/Strengthening		8:00pm-9:00pm Adult Tap Winter Session	

Thursday

Studio 1	Studio 2	Studio 5
4:45pm-5:45pm	4:45pm-5:45pm	4:45pm-5:45pm
Mini Adv/Junior Theatre	Grade 2 Ballet	Junior Advanced/Intermediate Hip Hop
5:45pm-6:45pm	5:45pm-6:45pm	5:45pm-6:45pm
Advanced Theatre	Grade 3 Ballet	Beginner/Mini Hip Hop
6:45pm-7:45pm	6:45pm-7:45pm	6:45pm-7:45pm
Junior Adv/Intermediate Theatre	Inter Foundation Ballet	Mini Advanced Hip Hop
7:45pm-8:45pm	7:45pm-8:15pm	7:45pm-8:45pm
All Levels Break Dance	Pointe Class	Junior/Youth Hip Hop
age 10+	1 TO \$10 CO TO CO	
	8:15pm-9:15pm	
	Advanced Foundation Ballet	

Taken from ONE Movement - September 2020 - June 2021 Dance Schedule

Friday

Studio 1/Studio 2/Studio 3/Studio 4/Studio 5

4:30pm-8:30pm

Competitive Rehearsals

Saturday

Studio 1	Studio 2	
10:00am-10:45am	10:00am-10:45am	
Tumbling	Dance for Little ONES	
Mini, Mini Adv, Junior	age 3-4	
10:45am-11:45am	10:45am-11:30am	
Tumbling	Dance for Little ONES	
Junior Adv, Inter, Advanced	age 4-5	
11:45am-12:45pm	11:30am-12:30pm	
Beginner/Mini Acro	All Levels Break Dance	
age 5-6	age 5-9	

Schedule D - Space Sharing Agreement for One Movement Dance

Schedule D

Space Sharing Agreement

The following space sharing agreement is an informal agreement that is not only about the physical space, but about establishing a community and holistic operating partnership between River City Church, One Movement Dance, and Trinity Centres. The collaborative spirit for this document defines the space, the times and identifies requirements from all parties that will be mutually respected and managed by all stake holders involved. This document is meant to be deliberately vague as all parties understand that needs for space will evolve and change over time and through neighbourly collaboration we will all endeavour to be reasonably accommodating with one another.

Every Sunday One Movement will make space on the second and third floor available for River City Church to use as Fellowship space and Children's Ministry. In addition to accommodating the spirit of the agreement the following specifics will be put in place:

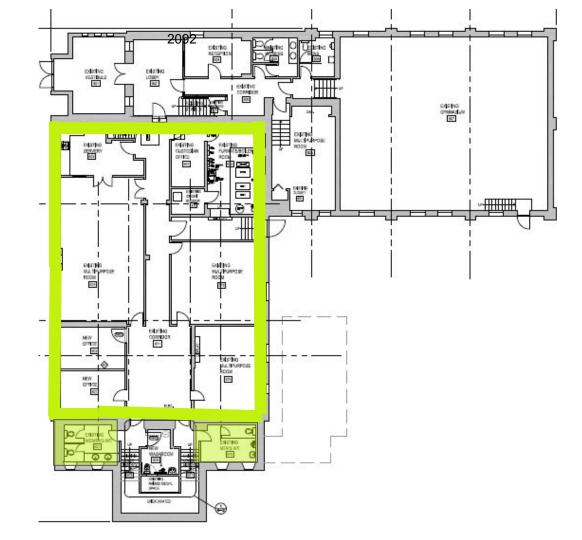
- Liability Insurance of up to \$2,000,000 that has Autumn Fernandes o/a ONE Movement listed on it
- No outside footwear on studio floors
- Small storage area required for Children's Ministry and Fellowship room
- Areas outside of the children's ministry and fellowship hall will remain locked

The stakeholders acknowledge that ONE Movement uses the space Monday - Friday 3:00pm-10:00pm and Saturday's 9:00am-4:00pm and outside of these times there more flexibility for additional usage if more time in the space is needed.

As good neighbours and stewards of 15 Wellington all parties will ensure that the spaces are clean and safe for handoff for each others use at the beginning and end of each Sunday. And in the event of accidental damage its acknowledged that timely and open communications are the best way to ensure that we make changes to mitigate any ongoing future problems. At any time Trinity Centres Cambridge is open to acting as an intermediary or mediator if required.

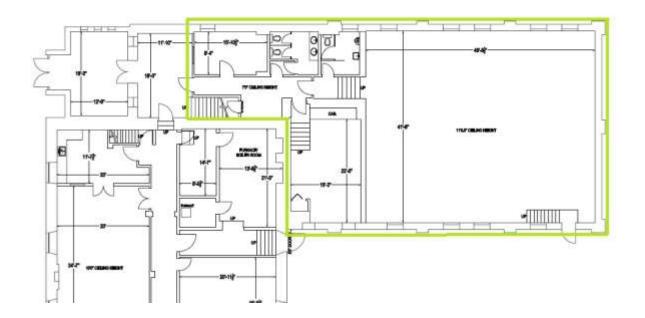


Precise additional space sharing yet to be negotiated (pending lawsuit settlement and RCC negotiations)

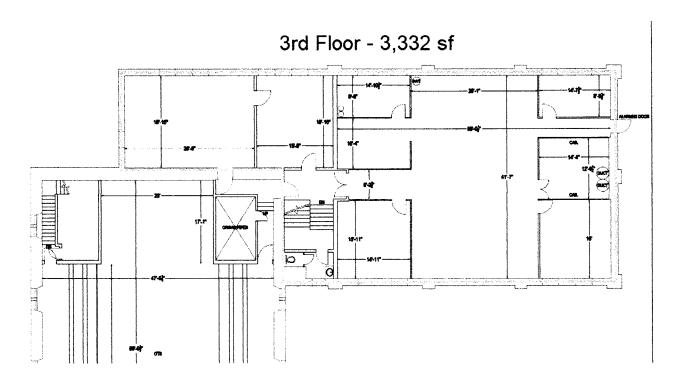


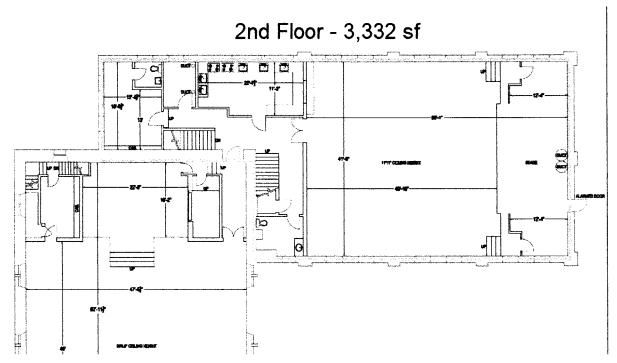
Schedule A Total Rentable Area

Main/Basement Floor - 3,085 sf



Schedule A Total Rentable Area





DRAWING LIST

ARCHITECTURAL (STRUCTURAL INCLUDED)

- A-1 COVER PAGE, OBC MATRIX, LEGENDS AND LOCATION PLAN
- A-1A OBC COMPLIANCE PLANS
- A-2 BASEMENT FLOOR PLAN AND WASHROOM PLAN
- A-3 GROUND FLOOR PLAN AND UNIVERSAL WASHROOM PLAN
- A-4 SECOND FLOOR PLAN AND STRUCTURAL NOTES
- A-5 REFLECTED CEILING PLAN
- A-6 DOOR SCHEDULE AND DETAILS

MECHANICAL

M1.1 MECHANICAL DEMOLITION PLANS

M2.1 MECHANICAL RENOVATION PLANS

M2.2 MECHANICAL SCHEDULES AND SPECIFICATIONS

ELECTRICAL

E-1 EMERGENCY AND FIRE ALARM BASEMENT

E-2 EMERGENCY AND FIRE ALARM GROUND FLOOR

E-3 EMERGENCY AND FIRE ALARM SECOND FLOOR

INDICATES INTERIOR PARTITION, REFER TO

E-4 SINGLE LINE DIAGRAM

LEGEND



SECTION REFERENCE

DETAIL REFERENCE

INTERIOR ELEVATION REFERENCE

FIRE SEPARATION LEGEND

PLEASE CALL THE INSPECTOR BEFORE

COMMENCMENT OF CONSTRUCTION

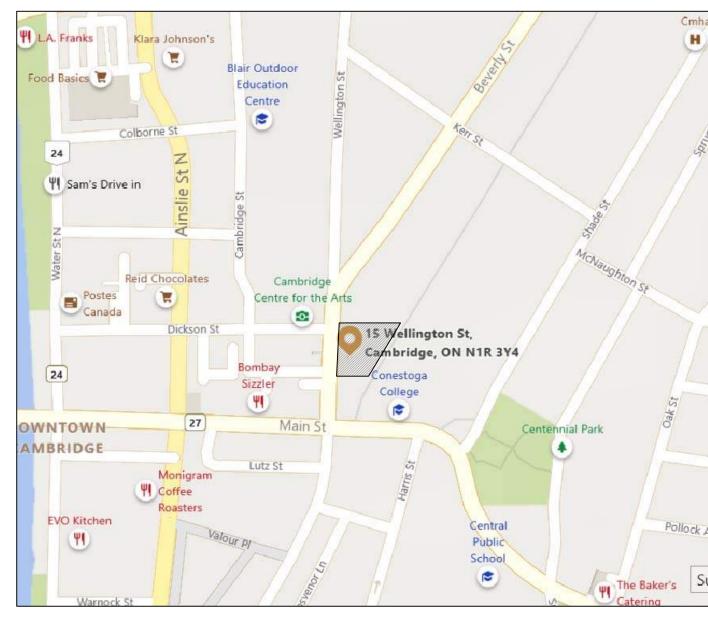
TRINITY CENTRES, 15 WELLINGTON STREET

3.8.1.5. – CONTROLS FOR THE OPERATION OF BUILDING SERVICES SHALL BE WHEELCHAIR ACCESSIBLE USING A SIDE APPROACH, MOUNTED 1200mm ABOVE THE FLOOR FOR T-STATS or PULL STATIONS AND BETWEEN 900mm & 1100mm FOR ALL OTHER CONTROLS.

FIRE DAMPERS ARE REQ'D IN DUCTS PENETRATING A FIRE SEPARATION. DAMPERS MUST BE INSTALLED AS PER MANUFACTURERS INSTALLATION REQ'MTS, IN PLANE OF F.S. & INCLUDE A TIGHTLY FITTED ACCESS DOOR FOR INSP. & RESETTING OF RELEASE DEVICE.

Ontacio Building Code Data Matrix, Part 11

Please be advised that the issuance of this permit is subject to all restrictions and prohibitions under the law. More specifically, this permit does not mean that construction can be carried out in contravention of any Act, Regulation and/or provincial order prohibiting construction. Kindly review the list of construction projects deemed essential under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 and its Regulations, as amended, before proceeding with construction. It is recommended that you seek legal advice in order to avoid contravention of the law. Inspections will only be carried out on construction projects deemed essential under O. Reg 82/20, as amended.



LOCATION PLAN NTS

LOADBEARING WALLS, COLUMNS AND ARCHES SHALL HAVE A FIRE-RESISTANCE RATING NOT LESS THAN THAT REQUIRED FOR THE SUPPORTED ASSEMBLY.

ANY CHANGES TO EXISTING FIRE ALARM SYSTEM SHALL REQUIRE A FIRE **ALARM VERIFICATION CERTIFICATE**

COMBUSTIBLE PIPING IS PERMITTED TO PENETRATE A FIRE SEP. PROVDED IT IS SEALED AT THE PENETRATION WITH A FIRE STOP THAT HAS AN F RATING EQUAL TO THE FRR OF THE FIRE SEP. WITH A PRESSURE **DIFFERENTIAL OF 50Pa** BUT IT SHALL NOT BE LOCATED IN A VERTICAL

support to existing wood beam

Change of major occupancy: 図 No ☐ Yes (Describe)

PHONE: 519-760-0288 BACKFLOW PREVENTION DEVICES MAY BE REQUIRED AS PER BY-LAW 146-03. ALL MATERIALS IN A CONCEALED

SPACE USED AS RETURN AIR PLENUM MUST HAVE A FLAME-SPREAD RATING OF NOT MORE THAN 25 AND A SMOKE DEVELOPED CLASSIFICATION NOT MORE THAN 50 GENERAL NOTE:

TRINITY CENTRES FOUNDATION /

TRINITYCENTRES.ORG

238 BROADVIEW AVENUE SECOND FLOOR TORONTO, ONTARIO

CONSULTANTS

STRUCTURAL CONSULTANT TACOMA ENGINEERING 176 SPEEDVALE AVE. WEST

MECHANICAL CONSULTANT MA BRYAN ENGINEERING INC 285 WEBER STREET NORTH,

WATERLOO, ON., N2J 3H8

ELECTRICAL CONSULTANT

BRESLAU, ONTARIO, NOB 1M0

PHONE: 519-489-2674

215 TOWNSEND DRIVE,

ONTENCO INC

GUELPH, ON, N1H 1C3 PHONE: 519-763-2000

FAX: 519-824-2000

larkin architect limited

FONDATION DES CENTRES TRINITÉ

1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC,

TEL: (416) 504 6054

PROFESSIONAL STAMP

ARCHITECTS 2 Michel Nau Sola

MICHAELALLAN NICHOLAS-SCHMI

DRAWINGS, SPECIFICATIONS AND SCHEDULES ARE COMPLEMENTARY EACH TO THE OTHER AND WHAT IS CALLED FOR BY ONE TO BE BINDING AS IF CALLED FOR BY ALL. SHOULD ANY DISCREPANCY APPEAR BETWEEN DOCUMENTS WHICH LEAVE DOUBT AS TO THE INTENT OF MEANING, ABIDE BY PRECENDENCE OF DOCUMENTS OR OBTAIN DIRECTION FROM THE CONSULTANT. REFER TO COVER SHEET A-000 FOR FULL LIST OF DRAWINGS. EXAMINE ALL DISCIPLINE DRAWINGS, SPECIFICATIONS AND

SCHEDULES AND RELATED WORK TO ENSURE THAT WORK CAN BE SATISFACTORILY EXECUTED. CONFLICTS OR ADDITIONAL WORK

ISSUED FOR BUILDING OCT. 29 **PERMIT** 2020 NO. DESCRIPTION DATE

REVISIONS/DRAWING ISSUE ONTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT; AND TO REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE PROCEEDING WITH THE WORK. DRAWINGS ARE NOT TO BE SCALED. CONTRACT DOCUMENTS REMAIN THE PROPERTY OF THE CONSULTANTS AND SHALL BE RETURNED UPON COMPLETION OF THE PROJECT.

INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

AS NOTED

PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020

COVER PAGE, OBC MATRIX, LEGENDS, LOCATION PLAN

EXISTING FIRE SEPARATION 3/4 HR FIRE SEPARATION 1 HR FIRE SEPARATION

PARTITION SCHEDULE

NONE FIRE RATED PARTITION

38 X 89mm WOOD STUDS @ 400 OC MAX HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

NONE FIRE RATED PARTITION 16MM GWB

38 X 89MM WOOD STUDS @ 400 OC MAX (P2) 100 ROCKWOOL INSULATION IN STUD SPACES HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

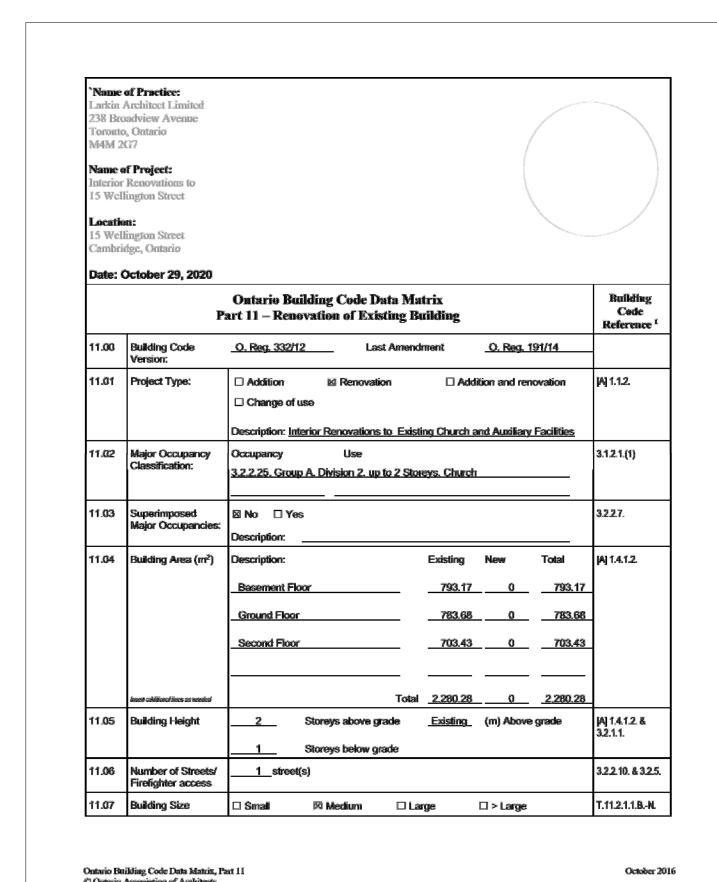
NONE FIRE RATED FURRED OUT SPACE 16mm GWB

38 X 89mm WOOD STUDS @ 400 OC MAX HEIGHT TO U/S STRUCTURE OR EXISTING GWB CFILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

FIRE RATED PARTITION (PROVIDES MINIMUM 45 MINUTES) FIRE PERFORMANCE RATINGS, TABLES 2.3.4.A; 2.3.4C;

P4 16MM GWB TYPE 'X', (40 MINUTES) 38 X 89MM WOOD STUDS @ 400 OC MAX (20 MINUTES) 100 ROCKWOOL INSULATION IN STUD SPACES(15MINUTES) 16MM GWB TYPE 'X' (40 MINUTES) HEIGHT TO U/S STRUCTURE OR EXISTING GWB AT CEILING AT STRUCTURE; UNLESS NOTED OTHERWISE ON THE PLAN

(NOTE: REFER TO ROOM FINISH SCHEDULE AND AND INTERIOR ELEVATIONS FOR LOCATIONS TO RECEIVE WALL



11.08	Existing Building Classification:	oancy)	11.2.1.1.							
		Construction Index:	0				T 11.2.1.1A			
		Hazard Index:	4				T 11.2.1.1B to N			
		Importance Category: [☑ Normal □ Post-disaster			4.2.1.(3), 5.2.2.1.(2)			
11.09	Renovation type:	☑ Basic Renovation [☐ Extensive	Renovation			11.3.3.1. 11.3.3.2.			
11.10	Occupant Load	Floor Level/Area	Occupancy Type	Based On	Occup (Perso	oant Load ons}	3.1.17.			
		Basement	_A2	Table 3.1.1	<u> </u>	110				
		_Basement	A2	3.1.17.1(1)	<u>(c(i)</u>	238				
		_Ground Floor	A2	Table 3.1.1	17.1	13				
		Ground Floor/Worship/Mezz	A2	3.1.17.1(1)	<u>(c(i)</u>	250				
		Ground Floor/Auditorium	_A2	3.1.17.1(1)c	<u> </u>	260				
		Second Floor	_A2	Table 3.1.17	<u>.1</u>	107				
		Second Floor	_A2	3.1.17.1(f)c	<u> </u>	120				
		Note that the worshipmezza	nine space will	not be occupied o	oncurrently w	ith all other sp	oaces			
11.11	Plumbing Fixture Requirements	Ratio: M/F = 1/1 E	xcept as othe	rwise noted			3.7.4.			
		Floor Level/Area	Occupant Load	OBC Reference	Fixtures Required	Fixtures Provided				
		Max Total for Building	848	3.7.4.3(16)	6_	12				
		be occupied concurrer	Note that the worship space has an additional occupant load of 250 people occupied concurrently with the auxiliary spaces with an 848 occupant Combined the two only require 8 fixtures.							
11.12	Barrier-free Design:	X Yes X No but all ex	11.3.3.2.(2)							
		^ free.					<u> </u>			
11.13	Reduction in	Structural:		□No	⊠ Yes		11.4.2.1.			
11.13	Reduction in Performance Level:	tree.	load:	□ No ⊠ No	⊠ Yes		11.4.2.1. 11.4.2.2.			
11.13		Structural:								
11.13		Structural: By Increase in occupant I		⊠ No	□ Yes		11.4.2.2.			
11.13		Structural: By Increase in occupant I By change of major occup		⊠ No ⊠ No	□ Yes		11.4.2.2. 11.4.2.3.			

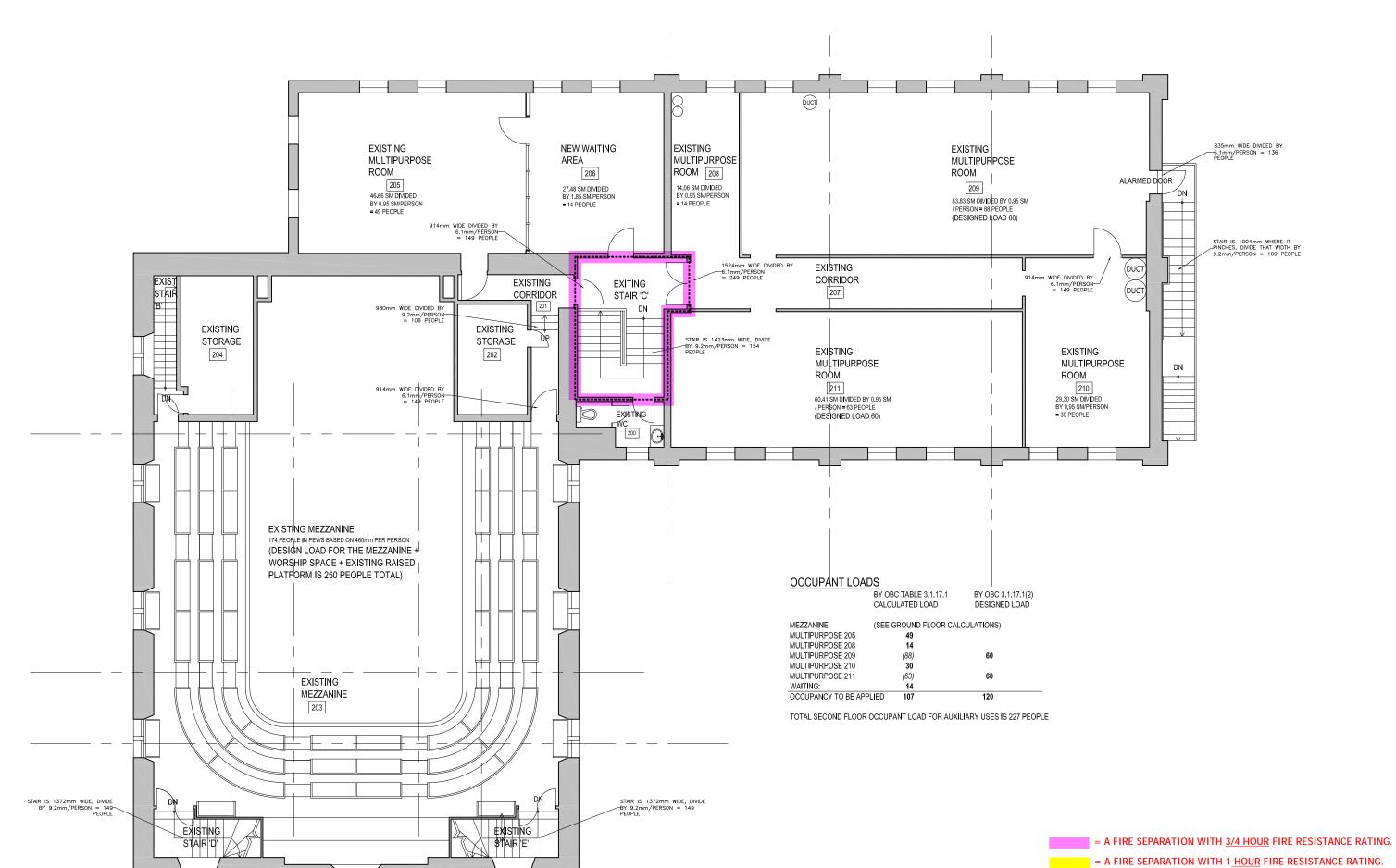
					Sewage systems:	MAINE L	ı res	(Describe)	** ** 7
pant Load ions)	3.1.17.				Extension of combustible construction:			(Describe)	- 11 <i>A</i> .3.7.
110 238 13				Compliance Alternatives Proposed:	No ☐ Yes _(list numbers and describe (list numbers and describe))	describe)	_ 11.5.1.
250 260 107			11.16	Notes:	The literace of the december	•			- 11.5.1. -
120				baset auklännad lines an navadod					_
alth all other sp	aces		I All re	ferences are to Division i	B of the OBC volum preceded by [A]	for Division A	and [C] f	or Dévision C.	
Fixtures Provided	3.7.4.								
12					CITY OF	CAN	/IBF	RIDGE	
of 250 peop 48 occupant	le but will not load.				BUILDIN				
provided, barrier	11.3.3.2.(2)			THESE P	LANS have bee	n exan	nined	d for complianc	ce with
	11.4.2.1.				io Building Code				_
	11.4.2.2.				in Order to issue	-		•	
	11.4.2.3.				condition that th		ding	will be constru	cted in
	11.4.2.4. 11.4.2.5.			accordan	ce with the code				
	11.4.2.6.			1/2M	1D. Oa			02/09/202	1
				7,7,	INSPECTOR			DATE	
	October 201	6	Outacio Buil	ding Code Data Matrix, I	čast 11				October 2

OBC MATRIX

THE ARCHITECT OR PROFESSIONAL ENGINEER OR BOTH SHALL BE RESPONSIBLE FOR THE FIELD REVIEW OF THIS BUILDING DURING THE COURSE OF CONSTRUCTION TO ENSURE CONFORMANCE TO THE DESIGN

© Outario Association of Architects

NOT THE GRANTING OF A PERMIT NOR REVIEWING OF SPECS & DRAWINGS NOR INSPECTIONS MADE DURING INSTALLATION BY THE OFFICIAL HAVING JURISDICTION SHALL RELIEVE THE OWNER FROM REQUIREMENTS OF THE ONTARIO BUILDING CODE AND ANY OTHER REFERENCED REQUIREMENTS.



SECOND FLOOR OBC COMPLIANCE PLAN

OFFICE 107

EXISTING

STORAGE

18.26 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON

PLATFORM

EXISTING WORSHIP

SPACE

199 22 SM DIVIDED BY 0.75 SM /PERSON = 265 HEOP

(DESIGN LOAD FOR THE MEZZANINE +

WORSHIP SPACE + EXISTING RAISED

PLATFORM IS 250 PEOPLE TOTAL)

NEW CHANGE

EXISTING MUSIC

STORAGE

6.1mm/PERSON = 149 PEOPLE

GROUND FLOOR OBC COMPLIANCE PLAN

ROOM NO 1

NEW CHANGE

ROOM NO 2

10.65 SM SM DIVIDED BY 1.85 SM / PERSON

STAIR 'C'

4.63 SM SM DIVIDED BY

AUDITORIUM

WORSHIP AREAS MEZZANINE

WORSHIP SPACE STAGE OCCUPANCY TO BE APPLIED

AUXILIARY USES EXISTING OFFICE

3 CHANGE ROOMS

AUDITORIUM & STAGI

OCCUPANCY TO BE APPLIED

WORSHIP SPACE USES IS 250 PEOPLE

EXISTING

57.58 SM DIVIDED

ALARMED DOOR

DOOR IS 850mm WIDE DIVIDED BY 6.1mm/PERSON = 139 PEOPLE

STAGE

(DESIGN LOAD FOR THE AUDITORIUM

+ STAGE IS 260 PEOPLE TOTAL)

GROUND FLOOR/MEZZANINE OCCUPANT LOADS

BY OBC TABLE 3.1.17.1

CALCULATED LOAD

TOTAL GROUND FLOOR (INCLUDING MEZZANINE) OCCUPANT LOAD FOR

TOTAL GROUND FLOOR OCCUPANT LOAD FOR AUXILIARY USES IS 273 PEOPLE

BY OBC 3.1.17.1(2

DESIGNED LOAD

OCCUPANT LOADS

BASEMENT	0	348
GROUND FLOOR (INCLUDING MEZZANINE)	250	273
SECOND FLOOR	0	227
TOTAL OCCUPANT LOADS	250	848

WORSHIP SPACE

NOTE: WORSHIP SPACE AND REMAINING SPACES INTENDED FOR AUXILIARY USES SHALL NOT BE OCCUPIED CONCURRENTLY

BASEMENT OBC COMPLIANCE PLAN

GENERAL NOTES

AUXILIARY USES

- ALL CALCULATED OCCUPANT LOADS FOR ROOMS ARE BASED ON 2012 OBC, 3.1.17 OCCUPANT LOAD, TABLE 3.1.17.1
- ALL DESIGNED OCCUPANT LOADS TO COMPLY WITH 2012 OBC, 3.1.17 OCCUPANT LOADS, ITEM (2)
- ALL CALCULATED OCCUPANT LOADS FOR DOORWAY EXIT WIDTH ARE BASED ON 2012 OBC, 3.4.3.2 EXIT WIDTH, ITEM (1)(A)
- ALL CALCULATED OCCUPANT LOADS FOR STAIR EXIT WIDTH ARE BASED ON 2012 OBC, 3.4.3.2 EXIT WIDTH, ITEM (2)
- REQUIRED FIRE SEPARATIONS BETWEEN FLOORS IS $\frac{3}{4}$ HR AS PER OBC
- REQUIRED FIRE RATING OF ROOF ASSEMBLY IS $\frac{3}{4}$ HR AS PER OBC 3.2.2.25. GROUP A, DIVISION 2, UP TO 2 STOREYS, 2(c)

3.2.2.25. GROUP A, DIVISION 2, UP TO 2 STOREYS, 2(a)

 WORSHIP SPACE AND REMAINING SPACES INTENDED FOR AUXILIARY USES SHALL NOT BE OCCUPIED CONCURRENTLY.

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION EXISTING 1 HR FIRE SEPARATION

6.1mm/PERSON = 249 PEOPLE RECEPTION MENS VESTIBULE CORRIDOR EXISTING GYMNASIUM 914mm WIDE DIVIDED BY 6.1mm/PERSON = 149 PEOPLE 191.65 SM DIVIDED BY 0.95 SM /PERSON = 201 PEOPLE (DESIGNED LOAD 178) MULTIPURPOSE EXISTING CUSTODIAN FURNACE/BOILER SERVERY OFFICE B12 ROOM ROOM ROOM FOUR TWO -6.1mm/PERSON = 200 PEOPLE MULTIPURPOSE THIS DOOR IS 910mm WIDE DIVIDED BY 6.1MM/PERSON = 149 PEOPLE ROOM 64.45 SM SM DIVIDED BY 0.95 SM/PERSON MULTIPURPOSE (DESIGNED LOAD 60) BASEMENT OCCUPANT LOADS ROOM BY OBC TABLE 3.1.17.1 BY OBC 3.1.17.1(2) DESIGNED LOAD CALCULATED LOAD GYMNASIUM MULTIPURPOSE B08 MULTIPURPOSE B16 MULTIPURPOSE B24 CUSTODIAN OFFICE 2 OFFICES: EXISTING CORRIDOR RECEPTION:
OCCUPANCY TO BE APPLIED OFFICE B23 14.11 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON TOTAL BASEMENT OCCUPANT LOAD FOR AUXILIARY USES IS 348 PEOPLE MULTIPURPOSE ROOM REDUCED OFFICE B22 29.23 SM DIVIDED BY 0.95 SM/PERSOI = 30 PEOPLE 14.11 SM DIVIDED BY 9.3 SM/PERSON = 1 PERSON EXISTING WOMEN'S WO RAISED MECH'L SPACE UNEXCAVATED

CLIENT

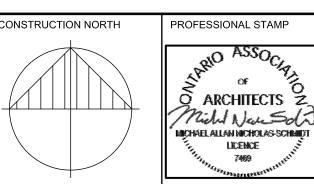
TRINITY CENTRES FOUNDATION / FONDATION DES CENTRES TRINITÉ 1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC, TRINITYCENTRES.ORG



larkin architect limited

238 BROADVIEW AVENUE SECOND FLOOR TORONTO, ONTARIO

TEL: (416) 504 6054



CONSULTANTS

STRUCTURAL CONSULTANT TACOMA ENGINEERING 176 SPEEDVALE AVE. WEST GUELPH, ON, N1H 1C3 PHONE: 519-763-2000 FAX: 519-824-2000

MECHANICAL CONSULTANT MA BRYAN ENGINEERING INC 285 WEBER STREET NORTH, WATERLOO, ON., N2J 3H8 PHONE: 519-489-2674

ELECTRICAL CONSULTANT ONTENCO INC 215 TOWNSEND DRIVE, BRESLAU, ONTARIO, NOB 1M0

PHONE: 519-760-0288

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> ISSUE FOR BUILDING PERMIT 2020

DESCRIPTION **REVISIONS/DRAWING ISSUE**

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INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020

OBC COMPLIANCE PLANS

A-1a

DATE



BASEMENT FLOOR PLAN

ARCHITECTURAL NOTES

- CONSTRUCT NEW ALL OVER EXISTING RADIATOR LEAVING ENOUGH CLEARANCE AT TOP AND SIDE AS REQUIRED TO REMOVE COVER FOR MAINTENANCE.
- REMOVE EXISTING WINDOW, LEAVING FRAMED OPENING. PROVIDE NEW PREFINISHED METAL FASCIA OVER 19mm EXTERIOR GRADE PLYWOOD ON 38 X 90 WOOD STUD FRAMING, FILL STUD VOIDS AND GAPS WITH SPRAY FOAM INSULATION, 16mm INTERIOR GWB FINISH, CAULK PERIMETER INSIDE AND OUT FULL PERIMETER.
- 3. WALL BASE AND PAINT COLOUR TO BE SELECTED BY OWNER
- . REMOVE EXISTING FLOOR FINISH AND SLAB ON GRADE AS REQUIRED TO INSTALL NEW BURIED SANITARY. REFER TO MECHANICAL DRAWINGS FOR DETAILS. MAKE GOOD SLAB ON GRADE AND FLOOR FINISH IN WASHROOM AND CORRIDOR. COORDINATE WITH OWNER EXTENT OF FLOOR FINISH TO BE PROVIDED.
- 5. NEW DOOR OPENING THROUGH EXISTING STUD WALL, WALL OPENING SIZE TO BE COORDINATED WITH DOOR, REFER TO DOOR SCHEDULE FOR NEW DOOR AND FRAME. MAKE GOOD GWB AND PAINT.
- 6. REMOVE WALL AND CEILING FINISHES AS REQUIRED TO SITE VERIFY EXISTING CONCEALED STRUCTURE. CONTACT CONSULTANT AT TIME OF REMOVALS.
- PROVIDE INTUMESCENT PAINT COATING OVER NEW POST AND PLATES AS REQUIRED TO PROVIDE A 1 HR FIRE PROTECTION RATING. NEW POST LOCATED ON EXISTING RAISED CONCRETE MECHANICAL PAD.
- 8. EXTEND RAISED FLOOR OF GYM (APPROX 100mm HIGHER) INTO MULTIPURPOSE ROOM WITH NEW RAISED PLATFORM WITH 19MM PLYWOOD DECK AND SIDES, ON WOOD SLEEPERS TO SUIT HEIGHT, AT 400MM OC MAX, SECURED TO SLAB ON GRADE AND BRACED AS REQUIRED. 38MM DIA RAILS ON 38MM DIA STEEL POST EACH END, SECURED TO PLATFORM WITH STEEL BRACKETS, EACH SIDE OF RAMP. FINISHES TO BE SELECTED BY OWNER. PROVIDE 400mm DEEP TACTILE STRIP AT OPEN EDGE
- 9. REMOVE EXISTING WALL AND DOOR AS SHOWN, MAKE GOOD ADJACENT SURFACES
- 10. NEW OPENING AT EXISTING LOAD BEARING WOOD STUD WALL. OPENING WIDTH OF 990MM TO 1070MM AND REQUIRED HEIGHT TO BE COORDINATED WITH OWNER SUPPLIED DOOR AND FRAME, MAKE GOOD GWB/PLASTER FINISHES AND PAINT AS REQUIRED.
- 11. EXISTING FIRE SEPARATION FOLLOWS UNDERSIDE OF STAIR.
- 12. EXISTING STAIR LIFT CHAIR AND TRACK
- 13. NEW PREFABRICATED MILLWORK BY OWNER. REFER TO MECHANICAL FOR NEW SINK
- 14. NEW PREFABRICATED MILLWORK TO BE PROVIDED BY OWNER, REFER TO MECHANICAL DRAWINGS FOR NEW SINK

A. EXISTING COLUMN AND FOOTING (LOCATIONS ASSUMED)

STRUCTURAL NOTES

- B. EXISTING W12 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING, SITE VERIFY.
- c. EXISTING W12 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING.
- D. EXISTING W14 STEEL BEAM, DROPPED BELOW EXISTING WOOD FRAMING.
- E. ASSUMED LOAD BEARING WALL, SITE VERIFY.
- F. DIRECTION OF EXISTING FRAMING, JOIST SIZE AND SPACING ADEQUATE TO SUPPORT CHANGE IN LIVE LOAD DUE TO CHANGES FROM FIXED SEATING IN WORSHIP SPACE ABOVE
- G. DIRECTION OF EXISTING FRAMING, JOIST SIZE AND SPACING ADEQUATE TO SUPPORT EXISTING PLATFORM ABOVE. ASSUMES NO CHANGES TO PLATFORM FRAMING OR LOADING (THIS SPAN ONLY)
- н. EXISTING 12 X 12 (305 X 305) HEAVY TIMBER FLUSH WOOD BEAM I. HSS 4X4X1/4" STEEL COLUMN C/W 10"X1/2"X6" TOP AND BOTTOM PLATES FASTENED TO TOP OF HOUSEKEEPING PAD WITH TWO (2) 1/2" DIA. SLEEVE ANCHORS AND TO UNDERSIDE OF WOOD BEAM WITH TWO 1/2" DIA, X 6" LONG LAG SCREWS.
- J. NEW WOOD 2-2X10 LINTEL



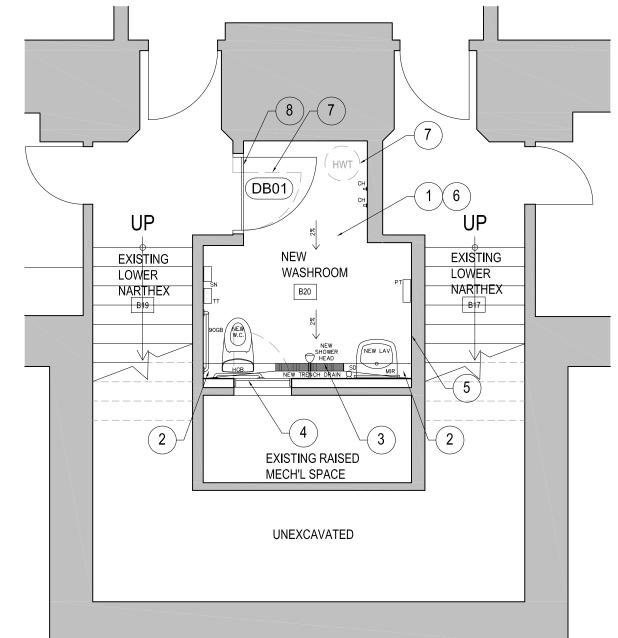
GENERAL NOTES

- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL SCOPE OF WORK.
- ALL EXTERIOR WINDOWS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE.
- ALL DOORS NOT DESIGNATED WITH A REFERENCE NUMBER ARE EXISTING DOORS, FRAMES AND HARDWARE TO REMAIN, REFER TO DOOR SCHEDULE FOR INFORMATION ON
- ALL INTERIOR SCREENS ARE EXISTING TO REMAIN, UNLESS WHERE INDICATED
- ALL STAIRS AND RAMPS SHOWN ARE EXISTING TO REMAIN AND NEW WORK IS ONLY PROVIDED WHERE NOTED, NOTE WHERE EXISTING STAIRS AND RAMPS ARE NOT TO RECEIVE NEW WORK, THESE STAIR/RAMP HAVE NOT BEEN ILLUSTRATED TO SHOW ALL EXISTING CONDITIONS INCLUDING HANDRAILS AND GUARDS.
- ALL WASHROOM FIXTURES AND ACCESSORIES ARE EXISTING, UNLESS WHERE INDICATED OTHERWISE.
- ALL MILLWORK IS EXISTING, UNLESS NOTED OTHERWISE.

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION

EXISTING 1 HR FIRE SEPARATION



NEW WASHROOM ACCESSORY/DEVICE LIST

HORIZONTAL GRAB BAR 90 DEGREE GRAB BAR SANITARY NAPKIN DISPENSER

PAPER TOWEL DISPENSER/RECEPTACLE SOAP DISPENSER BARRIER FREE MIRROR COAT HOOK

-ALL WASHROOM ACCESSORIES, DEVICES AND PLUMBING FIXTURES MOUNTED AT HEIGHTS AFF SIMILAR TO UNIVERSAL WASHROOM

-PROVIDE CONCEALED WOOD BLOCKING TO SUPPORT ALL NEW WASHROOM ACCESSORIES

ARCHITECTURAL NOTES

- REMOVE SLAB ON GRADE ENTIRELY IN NEW WASHROOM B20 FOR INSTALLATION OF BURIED PLUMBING
- LINE AND TO CREATE FLOOR SLOPES TO TRENCH DRAIN AS NOTED.
- SLOPE FLOOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM CORNERS OF ROOM TO TRENCH DRAIN. DRAIN ELEVATION IS -65mm LOWER THAN TYPICAL BASEMENT ELEVATION.
- REMOVE EXISTING HALF HEIGHT DOOR LOCATED APPROXIMATELY 900mm AFF. INFILL BOTTOM OF DOOR OPENING WITH 16mm GWB ON WOOD FRAMING TO A HEIGHT AFF TO CLEAR NEW WC AND GRAB BAR
- LOCATIONS. PROVIDE NEW LOCKABLE ACCESS PANEL TO SUIT REMAINING OPENING SIZE. 5. FULL HEIGHT WALL TILE ALL WASHROOM WALLS AS PER OWNERS SELECTION.
- 6. SLIP RESISTANT FLOOR FINISH AS PER OWNERS SELECTION.
- REMOVE EXISTING DOOR, FRAME AND DOOR HARDWARE AND ENLARGE WOOD STUD WALL OPENING AS
- REQUIRED FOR NEW DOOR. REFER TO DOOR SCHEDULE FOR DETAILS.
- 8. PROVIDE A THRESHOLD AT DOOR SEALED TO FLOOR.
- 9. REFER TO MECHANICAL REGARDING HWT REMOVAL.
- 10. REMOVE ALL EXISTING SHELVING FROM WASHROOM



TRINITY CENTRES FOUNDATION / FONDATION DES CENTRES TRINITÉ 1439 RUE SAINTE-CATHERINE OUEST MONTRÉAL, QC, TRINITYCENTRES.ORG



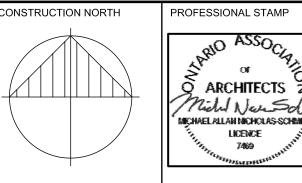
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ARCHITECTS

Mich New Sold



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1	ISSUED FOR BUILDING PERMIT	OCT 29, 2020
<u> </u>	DESCRIPTION	DATE

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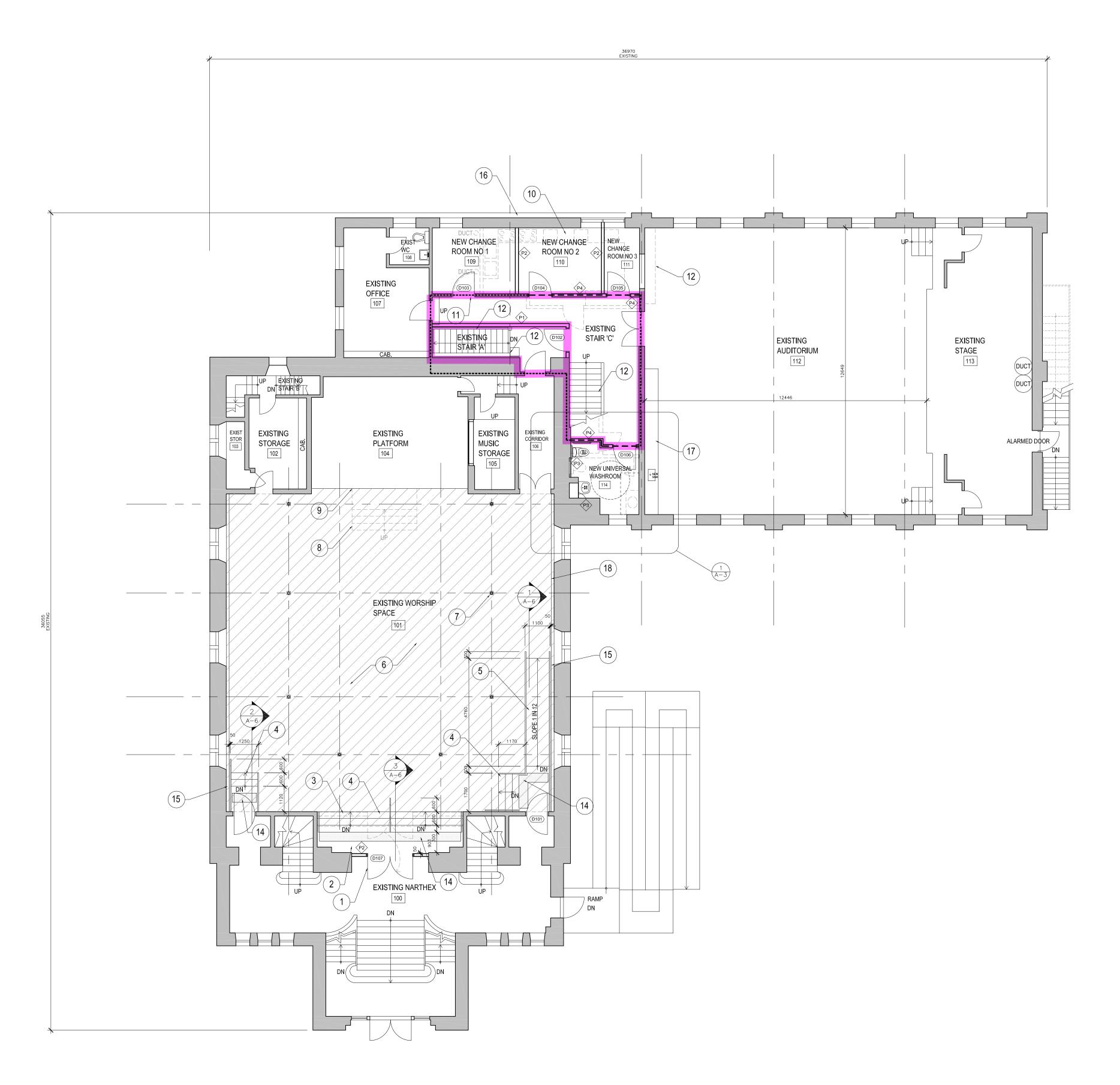
CAMBRIDGE, ONTARIO

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PROJECT NO. STJ CHECKED FILE DIRECTORY

BASEMENT FLOOR PLAN AND WASHROOM PLAN

APRIL 2020



GROUND FLOOR PLAN

SCALE 1:100

ARCHITECTURAL NOTES

- STAIR SECTION FOR ADDITIONAL INFORMATION.

- 5. NEW BARRIER FREE RAMP AND HANDRAILS. REFER TO RAMP SECTION FOR ADDITIONAL INFORMATION.
- 6. HATCHED AREA INDICATES AREA WHERE PEWS (277 OCCUPANT LOAD) ARE TO BE REMOVED AND OF RACKED (SLOPED) FLOOR ASSEMBLY, CONSISTING OF FLOORING, WOOD DECK, WOOD SUFLOOR AND BUILT UP WOOD FRAMING TO CREATE RACK TO BE REMOVED DOWN TO EXISTING HORIZONTAL WOOD. SUBFLOOR ON EXISTING WOOD JOISTS BENEATH. SITE VERIFY EXTENT OF EXISTING CONCEALED DECK AND CONDITION, REPORT ANY CONDITIONS REQUIRING ADDITIONAL WORK TO THE CONSULTANT. PROVIDE 13mm T & G PLYWOOD OVER EXISTING WOOD FLOOR, READY FOR NEW FLOOR FINISH. PROVIDE
- 7. AFTER REMOVAL OF EXISTING RAKED FLOOR, EXISTING CONDITION OF 8 COLUMN BASES TO BE
- 8. EXISTING WOOD STEPS TO BE REMOVED AND FRONT OF PLATFORM TO BE MADE GOOD AT REMOVAL.

- 12. REMOVE EXISTING MILLWORK.

CORRIDOR

- 14. THIS AREA IS NEW TACTILE WARNING STRIP 300 mm FROM FIRST TREAD OR RAMP SLOPE, AND 400mm
- 15. MECHANICAL TRADE TO CONFIRM REQUIRED CLEARANCE FROM EXISTING RADIATOR TO ALLOW FOR
- 16. AT 2 OBSOLETE MECHANICAL VENTS, REMOVE EXISTING VENT CAP AND PROVIDE A PREFINISHED METAL
- 19. PROVIDE CLEAR COAT FIRE RETARDANT OVER WOOD ELEMENTS OF THIS EXISTING STAIR.

- 1. EXISTING DOUBLE DOORS TO BE RELOCATED AS SHOWN, CUT DOWN BOTTOM OF DOORS TO SUIT NEW HEIGHT. REFER TO DOOR SCHEDULE FOR NEW FRAME AND HARDWARE INFORMATION.
- 2. INTENT IS FOR THIS SECTION OF RAISED FLOOR ASSEMBLY TO REMAIN BETWEEN NEW STEPS AND SOUTH WALL OF ALCOVE, SITE VERIFY EXISTING CONCEALED CONSTRUCTION DURING DEMOLITION, REFER TO
- 3. REMOVE EXISTING WALL TO U/S CEILING. REFER TO REFLECTED CEILING PLAN FOR DETAILS ON NEW
- 4. NEW STEPS AND HANDRAILS. REFER TO STAIR SECTION FOR ADDITIONAL INFORMATION.
- NEW WOOD BASE AT ROOM PERIMETER AND FLOOR FINISH AS PER OWNERS SELECTION.
 - REVIEWED AND DECORATIVE CLADDING DETAILING TO BE DETERMINED.
- EDGE OF EXISTING RAISED PLATFORM .
- 10. REMOVE EXISTING WALLS AND DOORS AT EXISTING KITCHEN AND ADJACENT STORAGE ROOM AS SHOWN. REMOVE ALL MILLWORK, KITCHEN EQUIPMENT, FLOOR FINISHES, AND WALL BASE. MAINTAIN EXISTING CEILING AT U/S JOISTS WHERE POSSIBLE. REFER TO REFLECTED CEILING PLAN FOR NEW WORK AT CEILING, PROVIDE NEW AS SHOWN. FLOOR FINISHES AND WALL BASE AS PER OWNERS SELECTION.
- 11. ENLARGE EXISTING DOOR OPENING TO ACCOMMODATE NEW DOOR SIZE.
- 13. EXISTING STAIR CHAIR LIFT AND TRACK

SPRAYED IN PLACE CLOSE CELL FOAM INSULATION.

- COVER PLATE LAMINATED ON 19mm PLYWOOD SECURED INSIDE MECHANICAL RECESS. FILL VOID WITH
- 17. NEW PREFABRICATED MILLWORK TO BE PROVIDED BY OWNER. REFER TO MECHANICAL DRAWINGS FOR

NEW UNIVERSAL

WASHROOM

18. EXISTING SLOPED RADIATORS AT THE EAST AND WEST WALLS ARE TO REMAIN.

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EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION

EXISTING 1 HR FIRE SEPARATION

NEW WASHROOM ACCESSORY/DEVICE LIST HORIZONTAL GRAB BAR 90 DEGREE GRAB BAR

SANITARY NAPKIN DISPENSER PAPER TOWEL DISPENSER/RECEPTACLE SOAP DISPENSER BARRIER FREE MIRROR BARRIER FREE SHELF

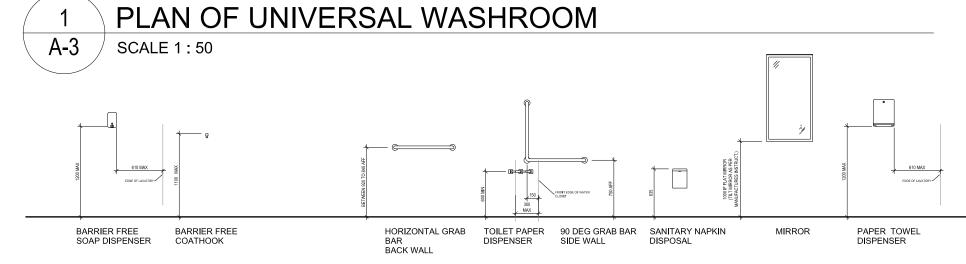
AUTOMATIC DOOR PUSH BUTTON DOOR LOCK BUTTON EMERGENCY ASSIST BUTTON AND SIGNAGE EMERGENCY ASSIST LIGHT INDICTOR EALI

FUTURE ADULT CHANGE STATION LOCATION (810mm X 1830mm) BCS CH BABY CHANGE STATION COAT HOOK

* FOR LIGHT SWITCH SENSOR LOCATION REFER TO ELECTRICAL DRAWINGS NOTE: ALL WASHROOM ACCESSORIES, DEVICES AND PLUMBING FIXTURES MOUNTED TO MEET SECTION 3.8, OBC 2012 REQUIREMENTS

ARCHITECTURAL NOTES

- REMOVE EXISTING VANITY AND LAVATORY.
- 2. REMOVE EXISTING WALL FULL HEIGHT AND DOOR/FRAME COMPLETELY
- 3. REMOVE EXISTING WATER CLOSET.
- 4. REMOVE EXISTING FLOOR FINISH, OWNER TO COORDINATE WHERE EXISTING WALL BASE IS TO BE REMOVED.
- 5. NEW WALL BASE AND FLOOR FINISH TO OWNER'S SELECTION.
- 6. NEW THRESHOLD AT CHANGE IN FLOOR FINISH.
- REMOVE EXISTING DOOR, FRAME, DOOR HARDWARE AND WALL AT UNDERSIDE OF EXISTING STAIR TO OPEN UP THIS SPACE BENEATH THE STAIR. MAKE GOOD EXISTING WOOD STRINGER. MAKE GOOD EXISTING CEILING AT U/S STAIR. PROVIDE NEW FLOOR FINISH TO OWNER'S
- 8. MAKE GOOD ALL EXISTING WALLS TO REMAIN, DAMAGED BY REMOVALS, READY FOR NEW FINISH



STANDARD MOUNTING HEIGHTS

NOT TO SCALE

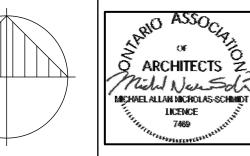
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ISSUED FOR BUILDING OCT 29, PERMIT 2020 DATE

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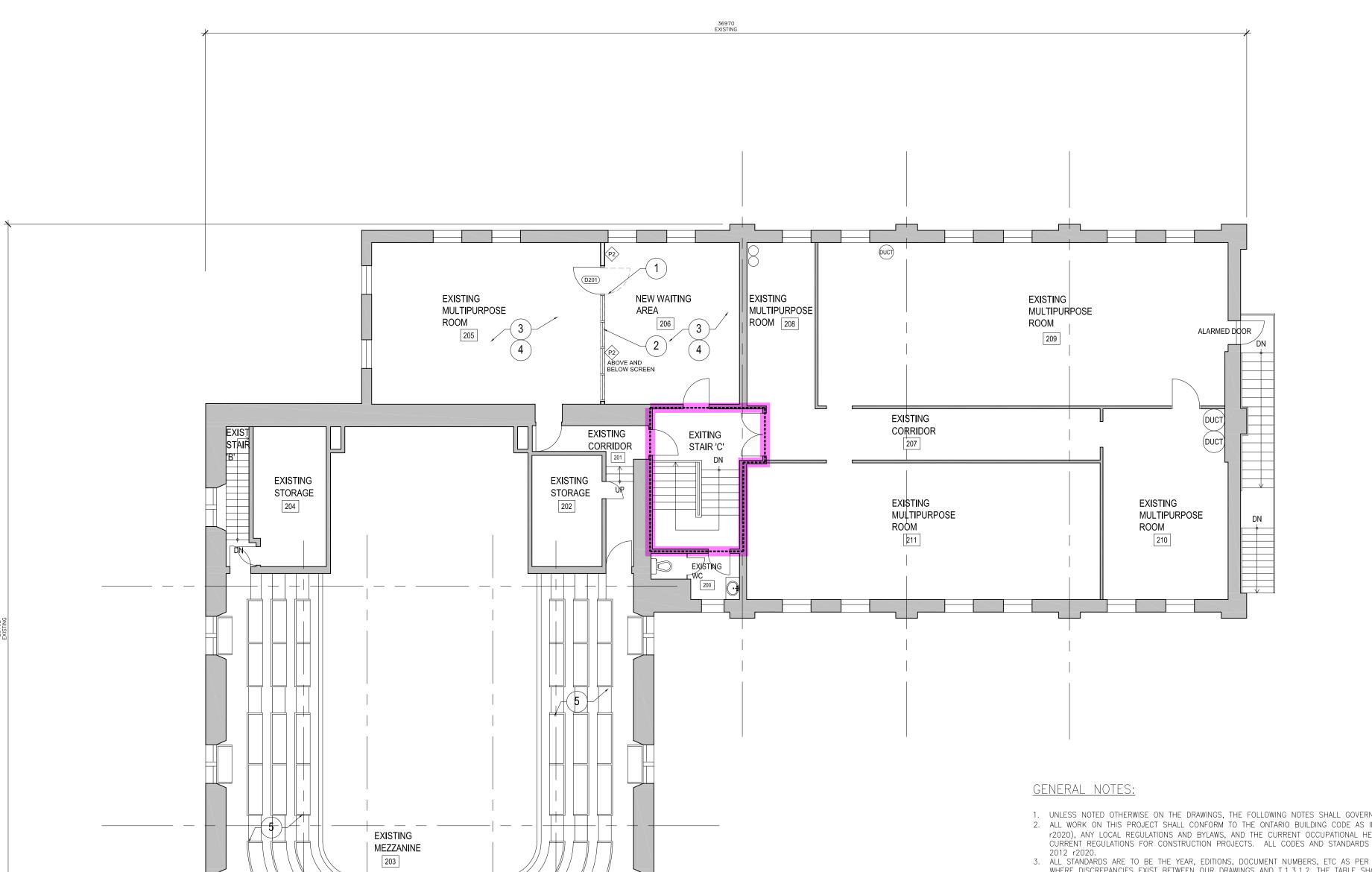
INTERIOR RENOVATIONS TO

15 WELLINGTON STREET

CAMBRIDGE, ONTARIO PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY

APRIL 2020 AS NOTED

GROUND FLOOR PLAN AND UNIVERSAL WASHROOM PLAN



\$TAIR 'E'

EXISTING

STAIR 'D'

SECOND FLOOR PLAN

- 2. ALL WORK ON THIS PROJECT SHALL CONFORM TO THE ONTARIO BUILDING CODE AS IN EFFECT JANUARY 2020 (OBC 2012 r2020), ANY LOCAL REGULATIONS AND BYLAWS, AND THE CURRENT OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) AND CURRÉNT REGULATIONS FOR CONSTRUCTION PROJECTS. ALL CODES AND STANDARDS SHALL BE THOSE REFERENCED IN OBC
- 3. ALL STANDARDS ARE TO BE THE YEAR, EDITIONS, DOCUMENT NUMBERS, ETC AS PER OBC 2012 r2020 DIVISION B, T.1.3.1.2. WHERE DISCREPANCIES EXIST BETWEEN OUR DRAWINGS AND T.1.3.1.2, THE TABLE SHALL GOVERN UNLESS NOTED OTHERWISE. THIS SET OF DRAWINGS SUPERCEDES AND REPLACES ALL PREVIOUS DRAWINGS.
- 5. READ THESE DRAWINGS IN CONJUNCTION WITH ALL RELATED CONTRACT DOCUMENTS AND ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. 6. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MEASUREMENTS AT THE SITE AND VERIFY ALL DIMENSIONS GIVEN ON THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS. REPORT TO THE ENGINEER ANY DISCREPANCIES OR

UNSATISFACTORY CONDITIONS WHICH MAY ADVERSELY AFFECT THE PROPER COMPLETION OF THE PROJECT BEFORE PROCEEDING

- 7. IF ANY STRUCTURAL DISCREPANCIES ON THE DRAWINGS EXIST, THE MOST STRINGENT SHALL APPLY.
- 8. DRAWINGS ARE NOT TO BE SCALED. CONSTRUCTION AND SHOP DRAWING REVIEW MUST BE PROVIDED AS PER CODE O. SUBMIT SHOP DRAWINGS AS PER TABLE 1. SHOP DRAWINGS SHALL BE CERTIFIED BY A PROFESSIONAL ENGINEER WHERE REQUIRED AND REVIEWED BY THE CONTRACTOR FOR DIMENSIONAL CORRELATION WITH THE DRAWINGS AND FIELD CONDITIONS PRIOR TO SUBMITTING TO TACOMA ENGINEERS. FABRICATION OF ELEMENTS ON SHOP DRAWINGS MAY NOT PROCEED UNTIL
- SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED BY TACOMA ENGINEERS. 11. CONSTRUCTION LOADINGS SHALL NOT EXCEED THE SPECIFIED DESIGN LOADS INDICATED ON THE DRAWINGS. THE CONTRACTOR SHALL MAKE ADEQUATE PROVISION FOR CONSTRUCTION LOADS AND TEMPORARY BRACING TO KEEP STRUCTURE PLUMB AND IN TRUE ALIGNMENT AT ALL PHASES OF CONSTRUCTION. ANY BRACING MEMBERS SHOWN ON THE DRAWINGS ARE REQUIRED FOR THE FINISHED STRUCTURE AND MAY NOT BE SUFFICIENT FOR ERECTION PURPOSES. 12. OBC 2012 r2020 DIVISION C SECTION 1.2.2 REQUIRES GENERAL REVIEW OF THE CONSTRUCTION BY THE DESIGN PROFESSIONAL. TACOMA ENGINEERS SHALL BE GIVEN A MINIMUM OF 48 HOURS NOTICE AT (519)763-2000 (GUELPH) OR (705) 735-1875
- (BARRIE) BY THE CONTRACTOR FOR THE FOLLOWING REQUIRED CONSTRUCTION REVIEWS: A. DEMOLITION - PRIOR TO COMMENCING ANY WORK. B. FOUNDATIONS - PRIOR TO POURING FOOTINGS AND FOUNDATION WALLS. STRUCTURAL FRAMING (STRUCTURAL STEEL / WOOD FRAMING) - PRIOR TO COVERING WITH INTERIOR FINISHES.
- FINAL FRAMING UPON COMPLETION OF ALL STRUCTURAL ELEMENTS. 13. THE DESIGN, REVIEW AND CERTIFICATION OF SECONDARY BUILDING ELEMENTS (THOSE ELEMENTS NOT SPECIFICALLY INCLUDED IN THESE DRAWINGS) IS THE RESPONSIBILITY OF THE PROJECT ARCHITECT. ELEMENTS INCLUDE BUT ARE NOT LIMITED TO ARCHITECTURAL FEATURES, NON-LOADBEARING INTERIOR WALLS, INTERIOR PARTITIONS, WINDOWS, DOORS, MASONRY VENEERS, CLADDING, AND SUPPORTS FOR MECHANICAL SYSTEMS.
- 14. ALL NON-LOADBEARING INTERIOR WALLS AND PARTITIONS (STEEL STUD, CONCRETE BLOCK, WOOD STUD) SHALL BE CONSTRUCTED TO ALLOW FOR 25mm (1") VERTICAL, INDEPENDENT DEFLECTION BELOW ALL FLOOR AND ROOF MEMBERS, WHILE STILL PROVIDING LATERAL SUPPORT TO THE TOP OF THE PARTITION, THROUGH THE USE OF DEFLECTION TRACKS, CLIPS, OR

TABLE 1: SHOP DRAWING SUBMITTALS

ITEM	REQUIRED SUBMITTAL?	ENGINEER'S STAMP REQ'D?	NOTES		
STRUCTURAL STEEL ERECTION DRAWINGS	YES	YES	STAMP FOR CONNECTIONS ONLY		
MISC. METAL (INCLUDING GUARDS & HANDRAILS)	YES	YES			

- 1. STRUCTURAL DESIGN IS TO OBC 2012 r2020 PART 4
- 2. DESIGN LOADS ARE UNFACTORED UNLESS NOTED OTHERWISE. A. FLOOR LOADS: OCCUPANCY (LIVE) = 4.8 kPa (100 psf)
- 3. ADDITIONAL DEAD LOAD ALLOWANCE SHALL BE INCLUDED IN ADDITION TO THE ABOVE LOADS FOR:

ARCHITECTURAL NOTES

- REMOVE EXISTING WOOD STUD WALL FULL HEIGHT INCLUDING DOOR & FRAME. IT IS ASSUMED TO BE NON LOAD BEARING, SITE VERIFY DURING DEMOLITION. PROVIDE NEW WALL AS SHOWN.
- PROVIDE NEW GLAZED SCREEN IN HOLLOW METAL FRAMING, PAINT FINISH, WITH 6mm TEMPERED SAFETY GLASS. VERTICAL MULLIONS APPROXIMATELY 940 mm OC, SCREEN HEIGHT TO MATCH DOOR FRAME, SCREEN SILL TO BE A MINIMUM OF 400mm AFF. OWNER TO CONFIRM SCREEN HEIGHT WITHIN THIS RANGE.
- 3. REMOVE FLOOR FINISH, PROVIDE NEW TO OWNERS SELECTION, REMOVE WALL BASE WHERE DIRECTED BY OWNER, PROVIDE NEW AS PER OWNERS SELECTION.
- 4. REFER TO REFLECTED CEILING DRAWINGS FOR ADDITIONAL WORK IN THIS AREA.
- PEWS SHOWN ARE EXISTING.

GENERAL NOTES

- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL SCOPE OF WORK.
- ALL EXTERIOR WINDOWS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE.
- ALL DOORS NOT DESIGNATED WITH A REFERENCE NUMBER ARE EXISTING DOORS, FRAMES AND HARDWARE TO REMAIN. REFER TO DOOR SCHEDULE FOR INFORMATION ON
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- ALL MILLWORK IS EXISTING, UNLESS NOTED OTHERWISE.

EXISTING CONDITIONS INCLUDING HANDRAILS AND GUARDS.

EXISTING FIRE SEPARATION NEW 3/4 HR FIRE SEPARATION

EXISTING 1 HR FIRE SEPARATION

FIRE SEPARATION LEGEND

CONSULTANTS

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SHEET A-000 FOR FULL LIST OF DRAWINGS.

	1	ISSUED FOR BUILDING PERMIT	OCT 29, 2020
1	NO	DESCRIPTION	DATE

REVISIONS/DRAWING ISSUE

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INTERIOR RENOVATIONS TO 15 WELLINGTON STREET

CAMBRIDGE, ONTARIO

•					
DRAWN	PROJECT NO.				
STJ	2011				
CHECKED	FILE DIRECTORY				
SCALE	DATE				

SECOND FLOOR PLAN AND

STRUCTURAL NOTES

APRIL 2020

STRUCTURAL DESIGN LOADS:

- A. PIPES IN EXCESS OF 75mm (3") IN DIAMETER CARRYING FLUIDS (SPRINKLERS)

DEAD LOAD = 0.75 kPa (15 psf)

WHICH BEAMS FRAME.

AND ERECTION OF THE STRUCTURAL STEEL

PLATE WASHERS TO COVER THE HOLE.

STRUCTURAL STEEL:

CSA W178.1 AND W178.2.

- WOOD CONSTRUCTION WOOD FRAMING DESIGN AND CONSTRUCTION SHALL CONFORM TO CAN/CSA-086 "ENGINEERING DESIGN IN WOOD".
- FRAMED WALLS ARE TO BE WIND BRACED AT ALL CORNERS IN BOTH DIRECTIONS. LUMBER SHALL BE SPF No. 1/2 OR BETTER UNLESS NOTED OTHERWISE. MOISTURE CONTENT SHALL BE 19% OR LESS. LUMBER SHALL NOT BE NOTCHED OR DRILLED IN THE FIELD WITHOUT PERMISSION OF TACOMA ENGINEERS. ENGINEERED LUMBER (TJI, LVL) MAY BE DRILLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND DETAILS.
- 6. FLOOR SHEATHING SHALL BE 15.5mm (5/8") T&G PLYWOOD TO CSA 0151 "CANADIAN SOFTWOOD PLYWOOD". SUBFLOOR IS TO BE GLUED AND NAILED / SCREWED SECURELY TO EVERY SUPPORTING MEMBER.

ALL STRUCTURAL STEFL FLEMENTS ARE DESIGNED IN ACCORDANCE WITH CAN/CSA-

DESIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE PROVINCE OF ONTARIO.

ALL STEEL PLATE TO BE A36 (250W MPa) MATERIAL (MINIMUM) UNLESS NOTED.

MPa) (FORMERLY ASTM A307 GRADE C), OR CSA G40.21 300W (Fu=450 MPa).

11. CONTRACTOR TO PROVIDE COPIES OF TESTING REPORTS TO TACOMA ENGINEERS

PLUMBNESS, ALIGNMENT, CONNECTIONS, ELEVATION, MATERIAL, AND WORKMANSHIP.

14. ALL STRUCTURAL STEEL SHALL BE NEW MATERIAL UNLESS APPROVED BY TACOMA ENGINEERS.

18. DO NOT CUT OPENINGS IN STRUCTURAL STEEL MEMBERS WITHOUT ENGINEERS APPROVAL.

16. STRUCTURAL STEEL MEMBERS SHALL NOT BE SPLICED WITHOUT THE APPROVAL OF THE ENGINEER.

ALL H.S.S. SHALL CONFORM TO CAN/CSA G40.21 GRADE 350W (CLASS C) UNLESS NOTED.

BOLTED CONNECTIONS SHALL BE MADE USING GRADE A325 BOLTS, UNLESS NOTED OTHERWISE.

SUBMIT ERECTION AND SHOP DRAWINGS FOR REVIEW BY THE PROJECT ENGINEER. STANDARD CONNECTIONS SHALL CONFORM

TO THE HANDBOOK OF STEEL CONSTRUCTION. NON-STANDARD CONNECTIONS (INCLUDING MOMENT CONNECTIONS) SHALL BE

STRUCTURAL STEEL BEAMS AND COLUMNS SHALL CONFORM TO ASTM A992/992M GRADE 50 (Fy = 345 MPa) UNLESS NOTED.

COMPLETED BY CWB CERTIFIED WELDERS. THIRD PARTY WELDING INSPECTION SHALL BE PERFORMED BY FIRMS CERTIFIED TO

STRUCTURAL STEEL CHANNELS AND ANGLES SHALL CONFORM TO CAN/CSA G40.21 GRADE 300W UNLESS NOTED.

WELDING SHALL CONFORM TO CSA W47.1 AND CSA W59, BY THE CANADIAN WELDING BUREAU. ALL WELDING SHALL BE

9. ANCHOR RODS SHALL CONFORM TO ASTM F1554 (FORMERLY ASTM A307). MATERIAL SHALL BE MINIMUM GRADE 36 (Fu=414

10. STRÚCTURAL STEEL SHALL BE TESTED BY AN INDEPENDENT C.S.A. CERTIFIED TESTING COMPANY FOR ERECTION TOLERANCES,

12. GALVANIZING FOR METALS SHALL CONFORM TO CSA-G164 UNLESS NOTED. TOUCH-UP ON SITE BY GRINDING THE SURFACE

15. ALL STRUCTURAL STEEL SHALL RECEIVE A MINIMUM OF ONE COAT OF APPROVED SHOP PRIMER, TOUCHED UP AS REQUIRED ON SITE, EXCEPT THAT STEEL WHICH IS TO RECEIVE SPRAY—ON FIREPROOFING SHALL NOT BE PRIMED.

17. CO-ORDINATE WITH MECHANICAL, ELECTRICAL AND ALL OTHER SUBTRADES WHOSE WORK AFFECTS THE DETAILING, FABRICATION

19. IF HOLES IN BASE PLATES ARE OVERSIZED TO SUIT SITE CONDITIONS, NOTIFY TACOMA ENGINEERS AND SUPPLY AND INSTALL

20. CONNECTIONS SHALL BE CONCENTRIC AND SHALL NOT INTRODUCE ECCENTRICITY INTO ANY ELEMENTS, INCLUDING BEAMS INTO

TO BRIGHT METAL AND APPLYING ZINC RICH PAINT CONFORMING TO CAN/CGSB-1.181 (OR ASTM A780).

13. COLUMN BEARING GROUT SHALL BE 35 MPa (MINIMUM), NON-SHRINK, AND 38mm (1-1/2") THICK (MINIMUM).

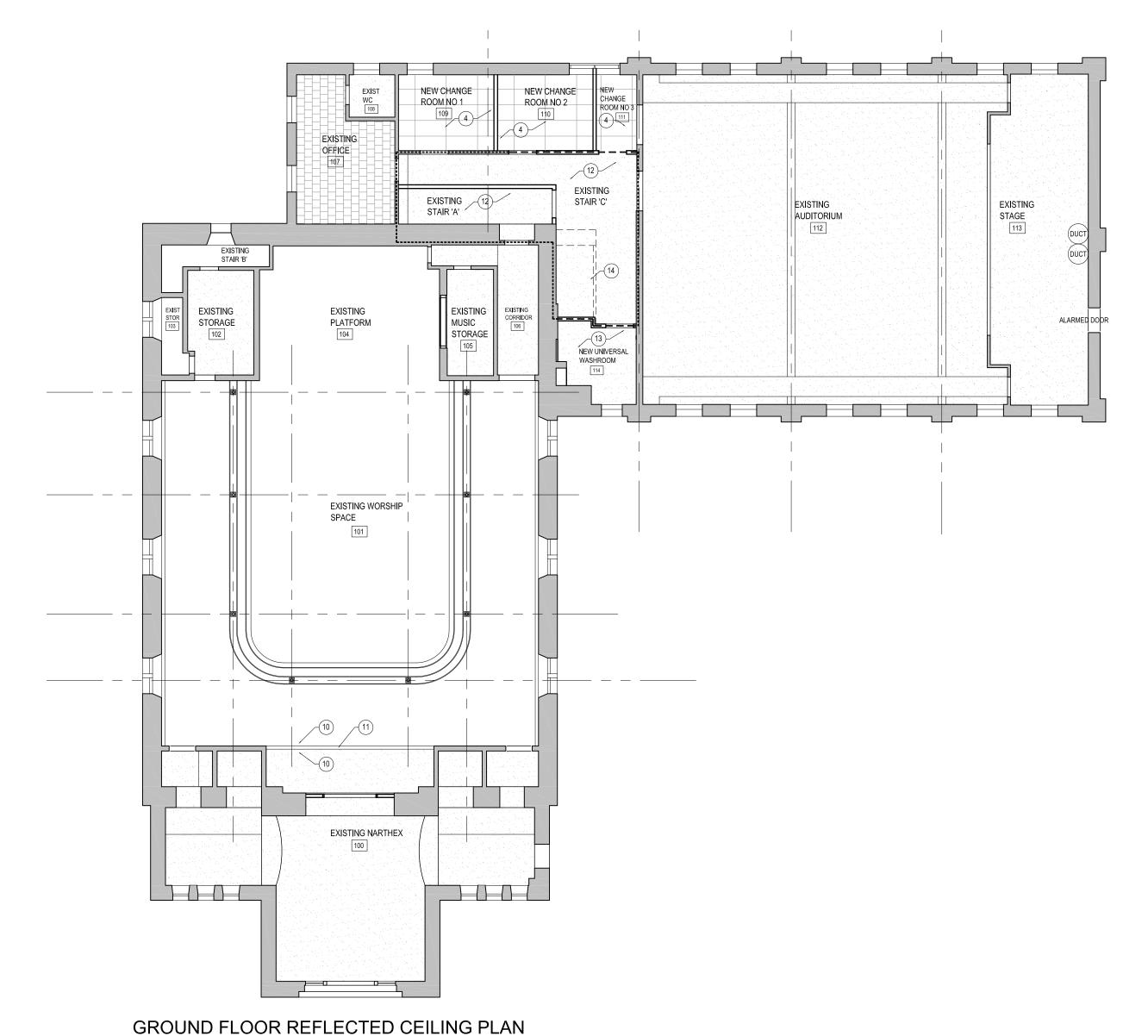
- BOLTED CONNECTIONS SHALL BE MADE USING GRADE A307 BOLTS, UNLESS NOTED OTHERWISE. 8. WOOD IS NOT PERMITTED TO BEAR DIRECTLY ON MASONRY OR CONCRETE WITHOUT PROTECTION. PROVIDE EITHER PRESSURE TREATED LUMBER, SUITABLE WOOD PRESERVATIVE OR 6 MIL (0.152mm) POLYETHYLENE SHEET.
- 9. SOLID HORIZONTAL BRIDGING SHALL BE PROVIDED AT 1200mm (4'-0") O.C. IN THE FIRST TWO JOIST SPACES ADJACENT TO THE EXTERIOR WALLS. BRIDGING SHALL BE ATTACHED TO THE EXTERIOR WALL TO PROVIDE LATERAL STABILITY. 10. PROVIDE 38mm x 38mm (2X2) DIAGONAL CROSS BRIDGING OR SOLID BLOCKING AT MAXIMUM 2.1m (82") O.C. FOR ALL SAWN
- 11. PROVIDE SOLID WOOD HORIZONTAL BLOCKING AT MAXIMUM 3.0m (10'-0") O.C. FOR ALL FRAMED WALLS. INSTALL MORE FREQUENTLY WHEN SO NOTED ON THE ARCHITECTURAL OR STRUCTURAL WALL DRAWINGS (EG. FOR BLOCKING OF SHEAR WALLS, OR FOR LATERAL STUD SUPPORT).
- 12. ALL NAILS USED SHALL CONFORM TO STEEL WIRE NAILS AND SPIKES AS DEFINED IN CSA STANDARD B111 "WIRE NAILS, SPIKES AND STAPLES" UNLESS NOTED OTHERWISE. 13. LATERALLY SUPPORT ALL STEEL BEAMS BY PRE-DRILLING FLANGES FOR 13mm (1/2") BOLTED ATTACHMENTS OF WOOD NAILERS WITH 15mm (9/16") HOLES STAGGERED AT 600mm (24") O.C. WHEN TOP MOUNTED HANGERS ARE USED, WOOD
- NAILERS ARE TO MATCH THE WIDTH OF THE STEEL BEAM TOP FLANGE AND NOT OVERHANG BY MORE THAN 6mm (1/4"). 14. USE JOIST HANGERS WHERE FRAMING MEMBERS CONNECT INTO THE SIDES OF SUPPORTING MEMBERS. 15. ALL STEEL CONNECTORS (UPLIFT CLIPS, BRACKETS, JOIST HANGERS etc.) SHALL BE SIMPSON STRONG TIE CONNECTORS
- UNLESS NOTED OTHERWISE. 16. ALL NAILS AND FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD ARE TO BE HOT DIP GALVANIZED (TO CSA-G164) OR STAINLESS STEEL. 17. FOR SOLID AND BUILT UP MEMBERS (TRUSSES, BEAMS, LINTELS) PROVIDE A BUILT UP POST WITH AN EQUAL OR GREATER
- FLOORS) DOWN TO THE FOUNDATIONS. 18. ALL BUILT UP MEMBERS TO BE FASTENED TOGETHER WITH TWO 75mm (3") SPIRAL NAILS AT 300mm (12") O.C. FOR EVERY PLY UNLESS NOTED OTHERWISE.

THICKNESS UNLESS NOTED OTHERWISE. ALL BUILT UP POSTS TO BE CONTINUOUS (INCLUDING TRANSFER BLOCKING AT

19. ALL PRE-ENGINEERED STEEL CONNECTORS (EG. SIMPSON STRONG TIE) ARE TO HAVE THE CORRECT NUMBER AND SIZE OF FASTENERS, AS PER THE MANUFACTURER'S PRODUCT CATALOGUE. 20. PROVIDE SOLID BLOCKING OR MECHANICAL CONNECTIONS AT THE TOP AND BOTTOMS OF BEAMS AT BEARING POINTS TO PREVENT MOVEMENT OR ROTATION.

EXISTING **NEW WAITING** EXISTING MULTIPURPOSE MULTIPURPOSE MULTIPURPOSE AREA ROOM ROOM 208 ROOM ALARMED DOOF CORRIDOR EXISTING EXITING EXISTING **EXISTING** STORAGE STORAGE EXISTING MULTIPURPOSE MULTIPURPOSE ROOM EXISTING DECORATIVE PLASTER CEILING EXISTING MEZZANINE LEXISTING DECORATIVE PLASTER CEILING EXISTING FXISTING STAIR 'D'

SECOND FLOOR REFLECTED CEILING PLAN



REFLECTED CEILING PLAN LEGEND

EXISTING PAINTED TIN CEILING

PAINTED PLASTER OR GWB CEILING. CEILINGS ARE EXISTING UNLESS NOTED

SUSPENDED ACOUSTIC TILE CEILING. CEILINGS ARE EXISTING UNLESS NOTED

EXISTING T & G GLUED ACOUSTIC TILE CEILING

FIRE SEPARATION LEGEND

EXISTING FIRE SEPARATION

NEW 3/4 HR FIRE SEPARATION EXISTING 1 HR FIRE SEPARATION

NOTES

1. REFER TO MECHANICAL DRAWINGS FOR LOCATIONS OF NEW MECHANICAL EQUIPMENT, DEVICES, LOUVES, GRILLES ETC AND COORDINATE EXACT LOCATION ON SITE WITH ELECTRICAL WORK.

2. REFER TO ELECTRICAL DRAWINGS FOR ALL LIFE SAFETY UPGRADES TO ALARM SYSTEM/EQUIPMENT. COORDINATE EXACT LOCATION ON SITE WITH MECHANICAL WORK.

3. ALL CEILINGS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE.

4. AT LOCATIONS OF NEW SUSPENDED ACOUSTIC TILE CEILINGS, THE FIRE SEPARATION IS LOCATED ABOVE AS PER NOTES #5 AND #6. HEIGHT OF CEILING ABOVE FINISH FLOOR TO BE COORDINATED ON SITE WITH EXISTING & NEW MECHANICAL AND ELECTRICAL WORK TO BE

5. BASEMENT AND GROUND FLOOR LEVELS: WHERE CEILINGS ARE REMOVED OR PARTIALLY REMOVED FOR THE NEW WORK, PROVIDE 16mm TYPE X GWB (40 MINUTES) OVER EXISTING 50 X 305 WOOD JOISTS @ APPROX 400 O.C. (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN.

6. FURNACE ROOM: WHERE EXISTING CEILING PLASTER CEILING DAMAGED DURING THE NEW WORK PATCH PLASTER TO MATCH EXISTING PLASTER COMPOSITION.

7. SECOND FLOOR LEVEL: WHERE CEILINGS ARE REMOVED OR PARTIALLY REMOVED FOR THE NEW WORK, PROVIDE 16MM TYPE X GWB (40 MINUTES) OVER EXISTING 50 X 305 WOOD JOISTS @ APPROX 400 O.C. (10 MINUTES) WITH EXISTING WOOD ROOF DECK ABOVE FOR A FIRE RATED

8. WHERE NEW GWB BULKHEADS ARE SHOWN TO CONCEAL MECHANICAL OR ELECTRICAL, THE FIRE SEPARATION BETWEEN FLOORS OR AT ROOF IS TO BE LOCATED ABOVE THE BULKHEAD AT THE FLOOR ASSEMBLY, BULKHEADS ARE TO BE CONSTRUCTED WITH 16mm GWB ON 38X 38, OR 38 X90 WOOD FRAMING @400mm OC MAX, TO SUIT SIZE OF BULKHEAD. SIZE OF BULKHEAD TO BE COORDINATED WITH MECHANICAL DUCTWORK TO BE CONCEALED.

9. EXISTING ATTIC HATCH WITH FOLD DOWN LADDER

10. MAKE GOOD EXISTING CEILING AT WALL REMOVED.

11. PROVIDE A NEW 300 DEEP BULKHEAD WITH 16mm GWB ON 38 X 89 WOOD FRAMING AT 400mm OC MAX, SECURED TO WOOD FRAMING ABOVE.

12. PROVIDE NEW LAYER OF 16mm GWB TYPE X (40 MINUTES) OVER EXISTING PLASTER CEILING. WHICH IS ON 50 X 305 WOOD JOISTS @ 400 OC (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN.

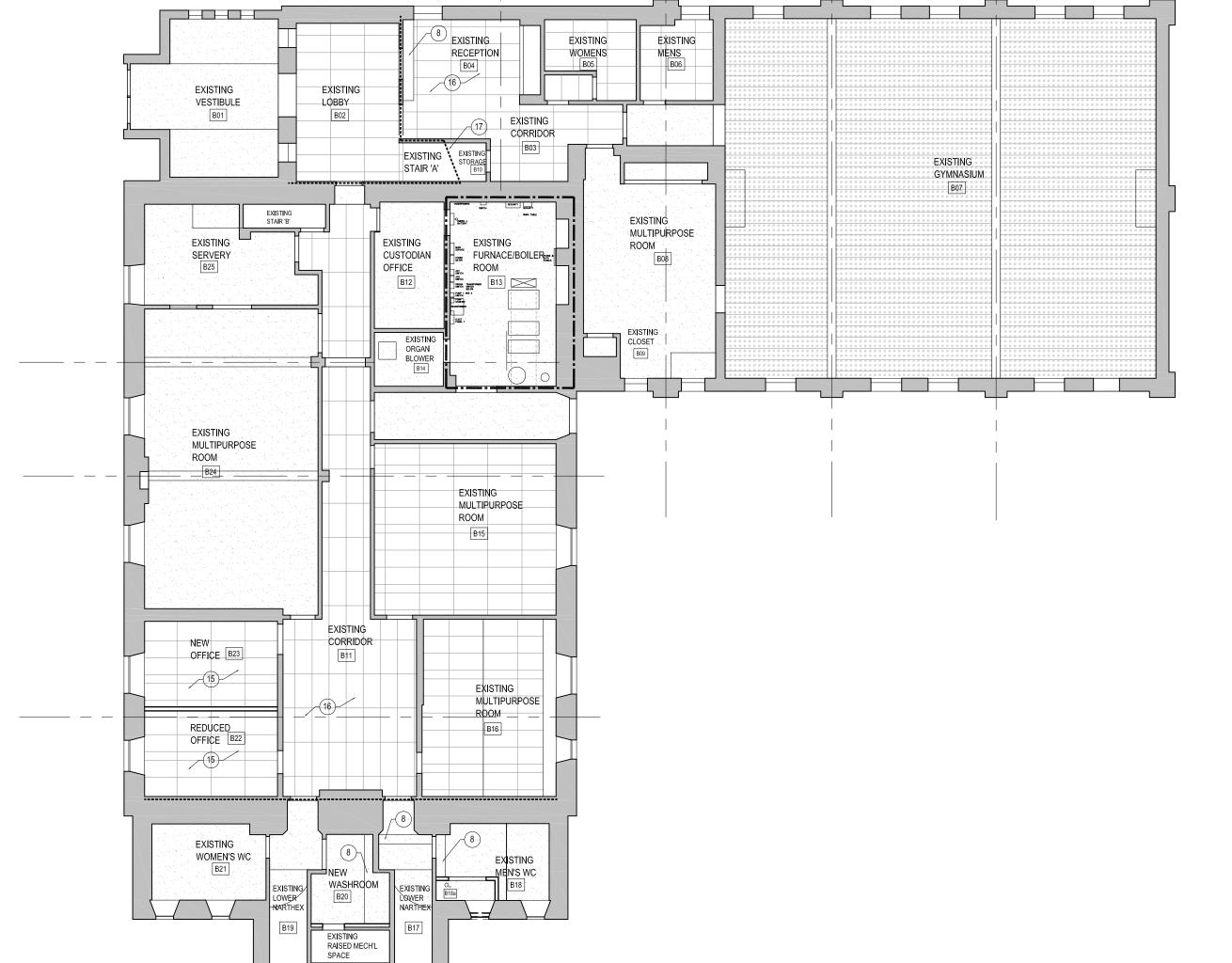
13. REMOVE EXISTING GLUED ON 300 X 300 ACOUSTIC TILE. PROVIDE NEW LAYER OF 16MM GWB TYPE X (40 MINUTES) OVER EXISTING PLASTER CEILING BENEATH, WHICH IS ON 50 X 305 WOOD JOISTS @ 400 OC (10 MINUTES) WITH EXISTING WOOD DECK AND FLOOR FINISH ABOVE FOR A FIRE RATED ASSEMBLY OF 3/4 HR MIN

14. DASHED LINE INDICATES STAIR BELOW. EXISTING STAIR TO BE OPENED BENEATH THE STAIR. MAKE GOOD EXISTING WOOD STRINGER, MAKE GOOD EXISTING CEILING AT U/S STAIR.

15. REMOVE EXISTING ACOUSTIC TILE CEILING AS REQUIRED TO INSTALL NEW WALL AND DUCTWORK, LEAVE EXISTING PLASTER CEILING AT U/S WOOD JOIST INTACT, MAKE GOOD ACOUSTIC TILE CEILING AFTER INSTALLATION OF DUCTWORK AND WALL.

16. REMOVE EXISTING ACOUSTIC TILE CEILING AS REQUIRED TO INSTALL NEW DUCTWORK. LEAVE EXISTING PLASTER CEILING AT U/S WOOD JOIST INTACT. MAKE GOOD ACOUSTIC TILE CEILING AFTER INSTALLATION OF DUCTWORK.

17. FIRE SEPARATION IS AT THE UNDERSIDE OF THE STAIR



CLIENT

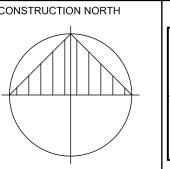
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ISSUED FOR BUILDING BASE REFLECTED CEILING JULY 20 PLAN FOR COORDINATION 2020

NO. DESCRIPTION REVISIONS/DRAWING ISSUE

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CAMBRIDGE, ONTARIO

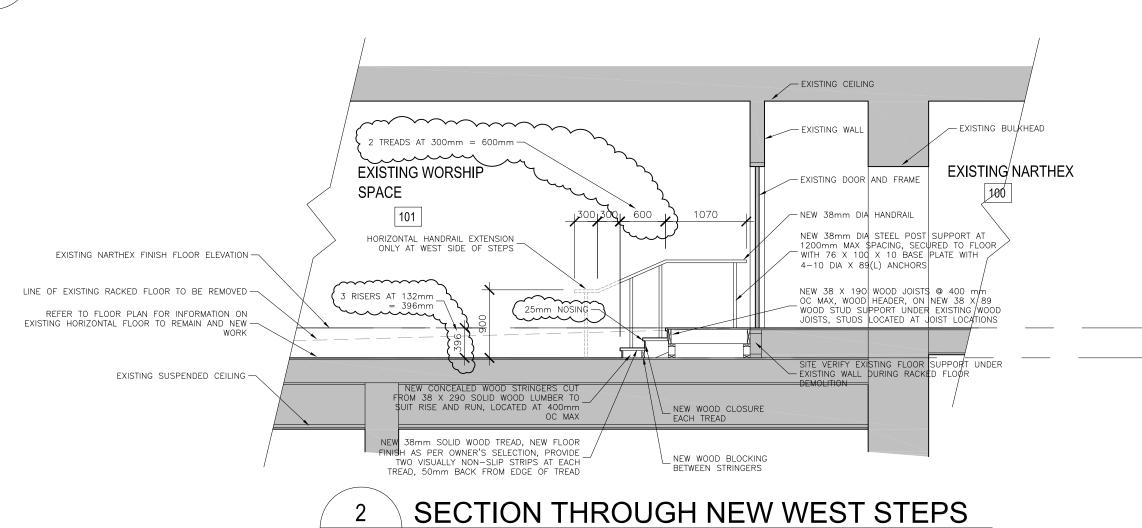
PROJECT NO. STJ 2011 CHECKED FILE DIRECTORY APRIL 2020

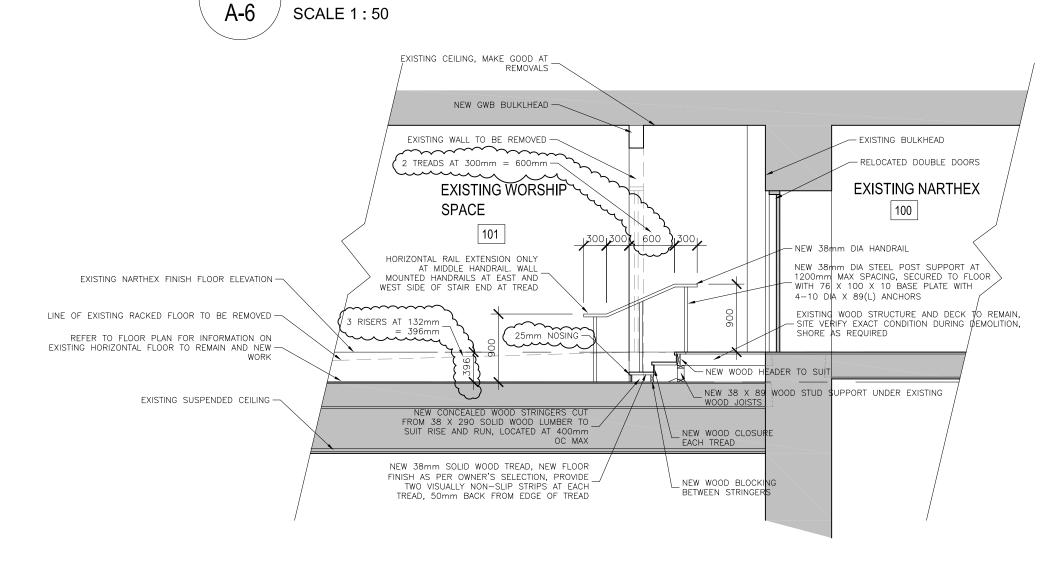
REFLECTED CEILING PLANS

A-5

UNEXCAVATED

1 SECTION THROUGH NEW RAMP
A-6 SCALE 1:50





3 SECTION THROUGH NEW MAIN STEPS
A-6 SCALE 1:50

1879

		DOOR S	Cł	HEDULE										
DOOR		FROM ROOM		TO ROOM	WIDTH	HEIGHT		DOOR			FRAME	<u> </u>	LIA DDIA/A DE	NOTEO
#	NO	NAME	NO	NAME	(mm)	(mm)	TYPE	MAT	FIN	TYPE	_	FIN	HARDWARE	NOTES
BAS	EME	NT	1				I	•	1	1	1	1		
DB01		EXISTING LOWER NARTHEX	B20	NEW WASHROOM	965	2135	1	НМ	PT	1	НМ	PT	A3, C1, D1, D2, F1	
)B02	B11	EXISTING CORRIDOR	B23	NEW OFFICE	965	2135	2	НМ	PT	1	НМ	PT	A3, C2, D2	
)B03	B18	EXISTING MEN'S WASHROOM	B18a	NEW MECHANICAL CLOSET	610 X 2 LEAFS	2135	5	НМ	PT	1	НМ	PT	A3(x2), B3, C2,	B3 ON ACTIVE LEAF, C2 ON INACTIVE LEAF
)B04		EXISTING MULTIPURPOSE ROOM	B07	EXISTING GYNASIUM		2135 (OWNER TO CONFIRM)		SEE NOTES	SEE NOTES	SEE NOTES	SEE NOTES		SEE NOTES	DOOR, FRAME AND HARDWARE TO BE SUPPLIED BY OWNER
GRO	UND	FLOOR	•		-			•	•	•	•			
)101	100	EXISTING NARTHEX	101	EXISTING WORSHIP SPACE	EX (±) 915	EX (±) 2135	EX	EX	EX	EX	EX	EX	EXISTING DOOR HARDWARE + F4(x2)	DOOR SWINGS IN BOTH DIRECTIONS
0102		EXISTING STAIR 'C'		EXISTING STAIR 'A'	965	2135	3	НМ	PT	1	НМ	PT	A3, C7, D1, D2, E3	NOTE THAT THIS DOOR IS A SECURITY DOOR ONLY AND DOES NOT FORM PART OF A FIRE SEPARATION
D103		EXISTING STAIR 'C'	109	NEW CHANGE ROOM No 1	965	2135	1	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
0104		EXISTING STAIR 'C'	110	NEW CHANGE ROOM No 2	965	2135	1	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
105		EXISTING STAIR 'C'	111	NEW CHANGE ROOM No 3	965	2135	4	НМ	PT	1	НМ	PT	A3, C2, D1, D2	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
)106		EXISTING STAIR 'C'	114	NEW UNIVERSAL WASHROOM	965	2135	1	НМ	PT	1	НМ	PT	A3, C1+E5, D2, F1	20 MINUTE FIRE RATING AS PER 3.1.8.10. TWENTY-MINUTE CLOSURES
107	100	EXISTING NARTHEX	101	EXISTING WORSHIP SPACE	EX (±) 915 X 2 LEAF	EX (±) 2135	EX	EX	EX	SEE NOTES	SEE NOTES	SEE NOTES	EXISTING DOOR HARDWARE	 CUT BOTTOM OF DOORS TO SUIT NEW HEIGHT WOOD FRAME AND CASING BY OWNER
SEC	OND	FLOOR	•				•	•			•	•		
D201		NEW UPPER ELEVATOR LOBBY	204	EXISTING MULTIPURPOSE ROOM	965	2135	3	GL/ HM	PT	1 & 3	НМ	PT	A3, C2, D2	INCLUDES GLAZED SCREEN AS NOTED ON FLOOR PLAN

DOOR HARDWARE LEGEND

HINC	GES
A1	PIANO HINGE
A2	TWO (2) HINGES PER LEAF
А3	THREE (3) HINGES PER LEAF
A4	FOUR (4) HINGES PER LEAF

- BOLTS
 B1 DEAD BOLT W/ THUMB TURN
 B2 DEAD BOLT W/ THUMB TURN & FINGER PULL
 B3 TOP AND BOTTOM FLUSH BOLTS
 LOCK HARDWARE
- C1 PRIVACY SET
 C2 LOCK SET
 C3 CLASSROOM LOCK SET
 C4 PASSAGE SET
- C3 CLASSROOM LOCK SET
 C4 PASSAGE SET
 C5 PUSH AND PULL PLATES
 C6 ORNAMENTAL DOOR PULL
 C7 PANIC SET (PER LEAF)
- C7 PANIC SET (PER LEAF)
 C8 PANIC SET WITH PULL (PER LEAF)

NOTES

CLOSE&OPEN HARDWARE

D1 CLOSER (PER LEAF)

ELECTRICAL HARDWARE

PACKAGE

F2 WEATHER-STRIPPING

MISCELLANEOUS

F3 THRESHOLD

F4 KICK PLATE

AUTOMATIC DOOR OPENER

E4 ELECTROMAGNETIC HOLD OPEN

F1 SOUND SEAL, FULL PERIMETER

F5 DOOR GRILLE AS PER MECHANICAL

E5 UNIVERSAL WASHROOM HARDWARE

E2 DOOR OPENED ALARM DEVICE

E3 ELECTROMAGNETIC LOCK

D2 DOOR STOP

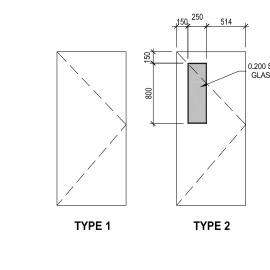
D3 HOLD OPEN

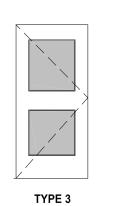
1. ALL DOORS NOT SHOWN WITH A DOOR NUMBER ON PLANS ARE EXISTING TO REMAIN.

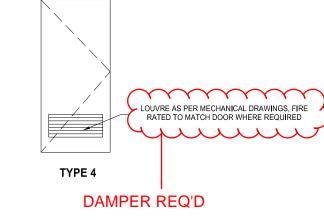
MATERIAL ABBREVIATIONS

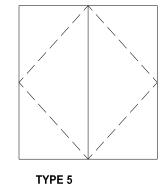
ALUM	ALUMINUM
ANOD	ANODIZED
GL	GLAZING
GWB	GYPSUM WALL BOARD
GWG	GEORGIAN WIRED GLASS
FRG	FIRE RATED GLASS TO MATCH RATING REQUIRED
HM	HOLLOW METAL
PREFIN	PREFINISHED
PT	PAINT
SC	SOLID CORE
SW	SOLID WOOD
WD	WOOD
GC	GYPSUM CORE DOOR WITH WOOD VENEER FINISH
ST	STAINED (IMPLIES VARNISH COAT ALSO)
INSUL	INSULATED
PREFIN	PREFINISHED

DOOR TYPES

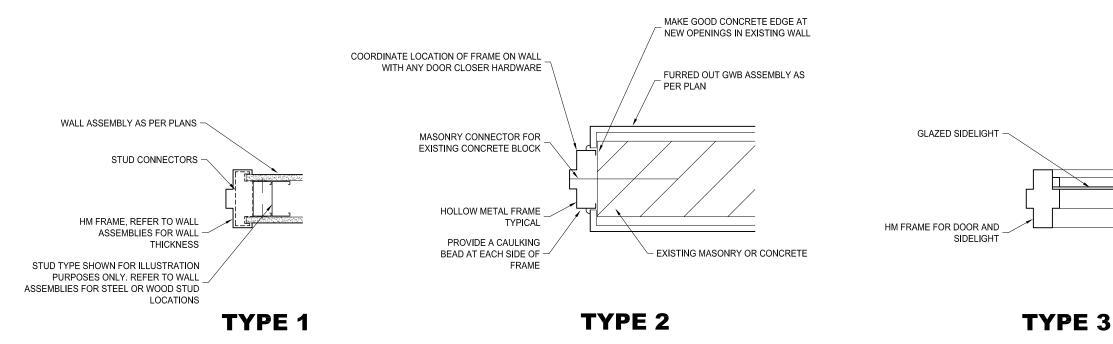








FRAME TYPES



CLIENT

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2 REVISED PER CITY
COMMENTS DATED
JANUARY 18, 2021

1 ISSUED FOR BUILDING
PERMIT
No. DESCRIPTION

DATE

REVISIONS/DRAWING ISSUE

CONTRACTOR IS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT; AND TO REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE PROCEEDING WITH THE WORK. DRAWINGS ARE NOT TO BE SCALED. CONTRACT DOCUMENTS REMAIN THE PROPERTY OF THE CONSULTANTS AND SHALL BE RETURNED UPON COMPLETION OF THE PROJECT.

PROJECT
INTERIOR RENOVATIONS TO

15 WELLINGTON STREE

15 WELLINGTON STREET

AS NOTED

CAMBRIDGE, ONTARIO

DRAWN

STJ

CHECKED

PROJECT NO.

2011

FILE DIRECTORY

DOOR SCHEDULE AND DETAILS

A-6

APRIL 2020

UL Product iQ™



BXUV.X673 - Fire-resistance Ratings - ANSI/UL 263

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and
 use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

<u>See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States</u>
Design Criteria and Allowable Variances

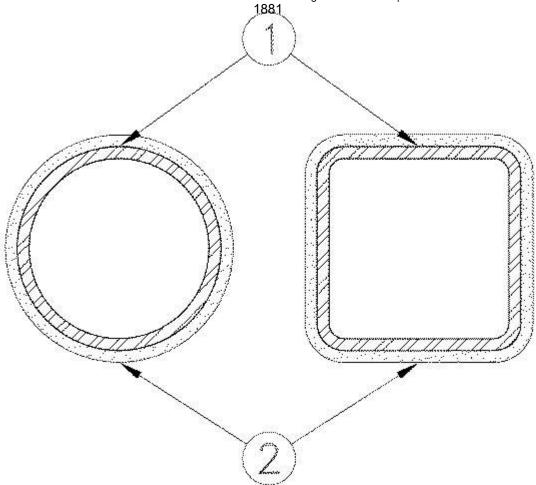
<u>See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada Design Criteria and Allowable Variances</u>

Design No. X673

October 29, 2010

Ratings - 3/4, and 1 Hr (See Item 2)

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.



- 1. **Steel Column** Square, rectangular or circular tubular steel columns with the minimum sizes shown in the table below. Steel columns shall be free of dirt, loose scale and oil. Column shall be primed with metal alkyd primer.
- 2. **Mastic and Intumescent Coating*** Coating applied in accordance with manufacturer's instructions to the minimum dry film thickness shown below:

Rating,	Steel Column	Column	Required Min
hr	Size	A/P	Thickness, In.
3/4	ST 5 x 3 x 1/4 in.	0.22	0.130
1	ST 5 x 3 x 1/4 in.	0.22	0.134
1	SP 8.625 in. diam x 1/4 in.	0.24	0.135

A/D FIRE PROTECTION SYSTEMS INC — Type "A/D FIREFILM III" or "A/D FIREFILM III C" investigated for Interior Conditioned Space Purpose and Interior General Purpose.

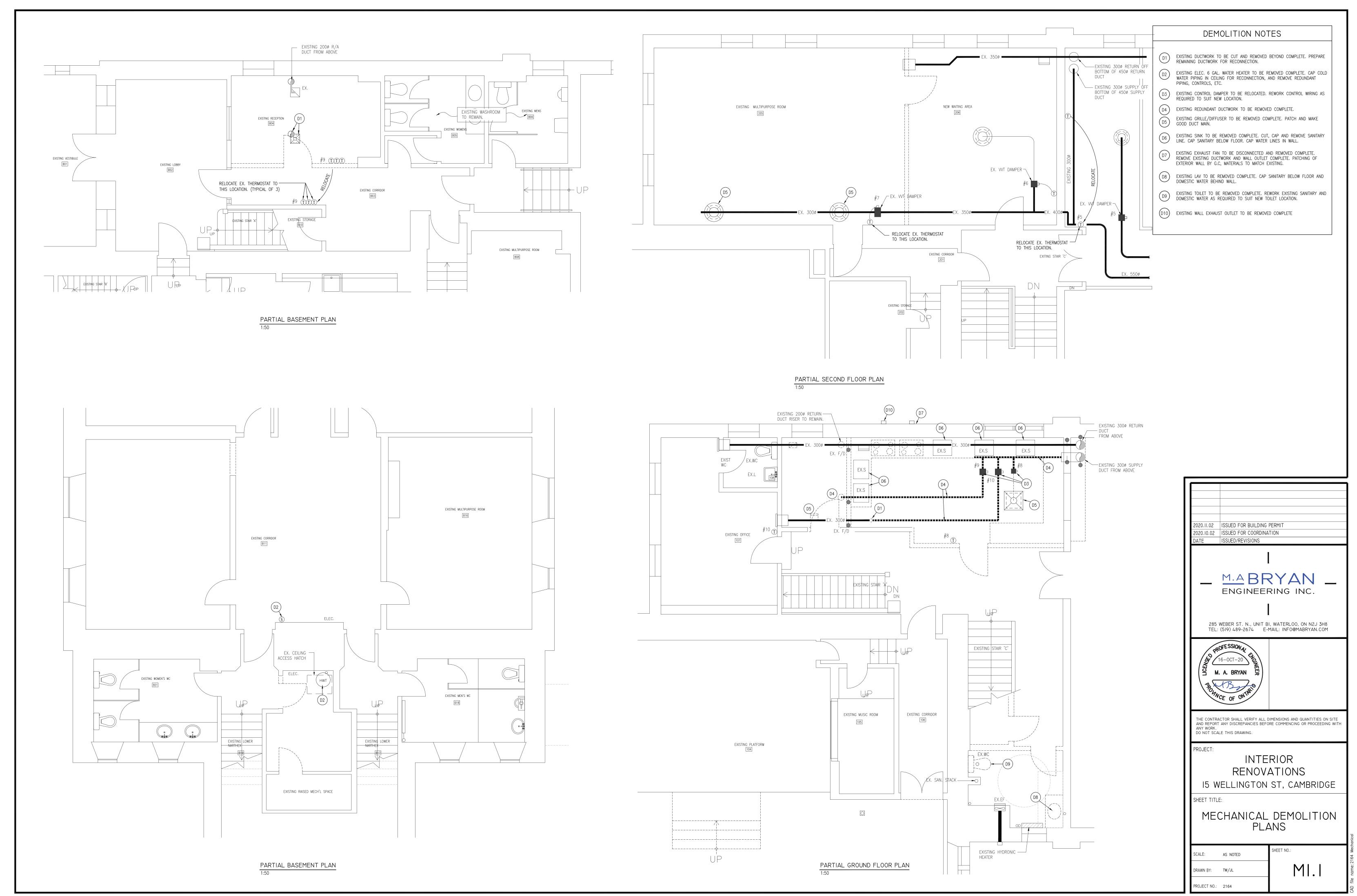
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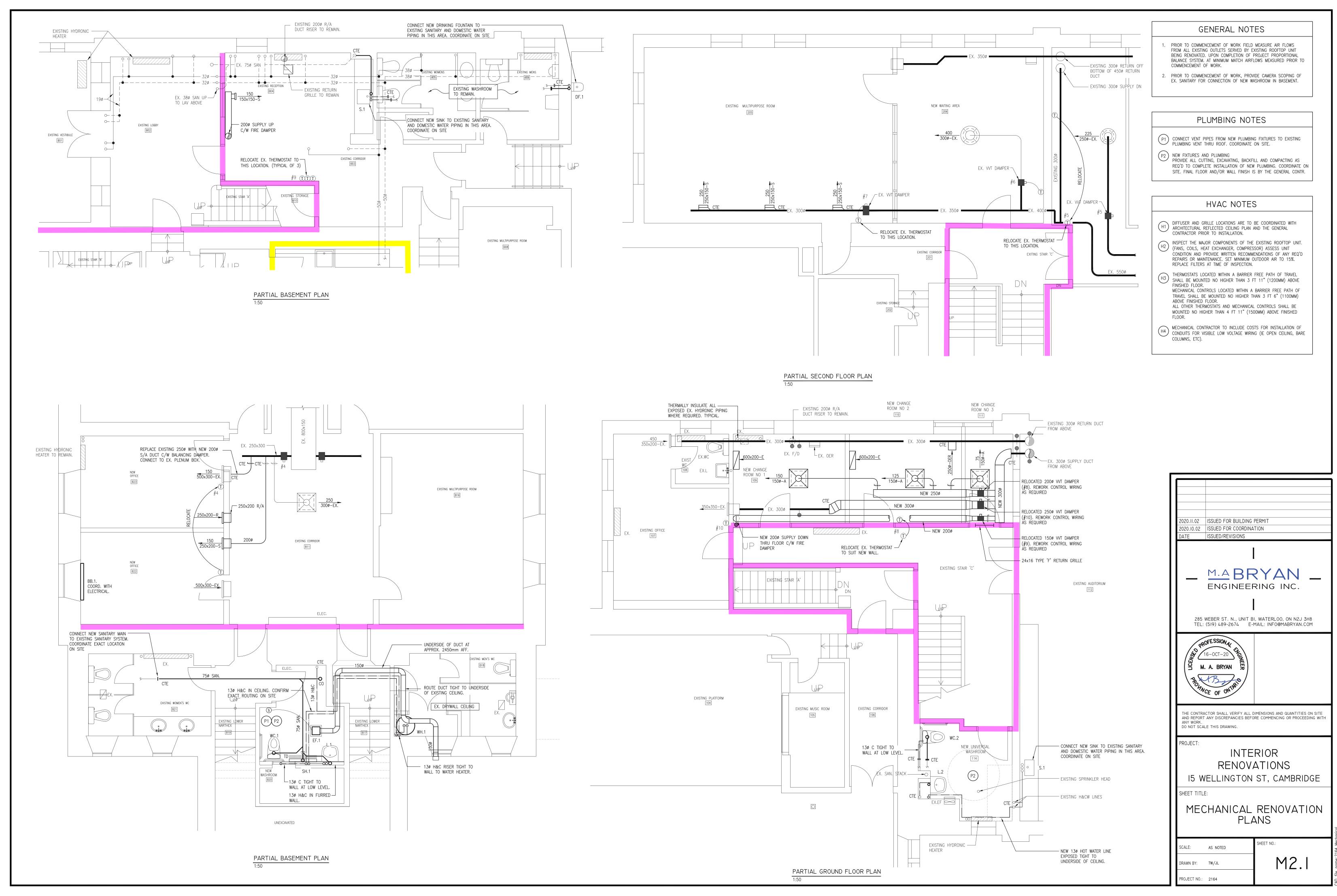
Last Updated on 2010-10-29

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

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	HVAC EQUIPMENT SCHEDULE									
UNIT	DESCRIPTION	ELEC.	NOTES	L	W	Н				
		(V.PH.HZ)		(INCHES)		S)				
EF.I	EXHAUST FAN - CEILING BROAN L150 100 CFM @ 0.3" S.P.	120.1.60 1.1 AMPS	C/W CEILING GRILLE, BDD, ON/OFF SWITCH, 6"Ø (150mm) DISCHARGE DUCT TO WALL BOX/CAP AS SHOWN. THERMALLY INSULATE LAST 6							
LI.I	100 CFM @ 0.3 S.P.	1.1 / NWII S	FEET FROM EXTERIOR.							

	D	·		=5		
	PLUMBING FIX	KTURE	SCH	EDUL	.E	
FIXTURE	DESCRIPTION	CW	HW	DR	V	NOTES
WC.I	WATER CLOSET (TANK) - BARRIER FREE AMERICAN STANDARD CADET PRO 215AA-054 RIGHT HEIGHT, ELONGATED, WHITE 12" ROUGH-IN, 16.5" RIM HEIGHT, INSULATED TANK.	1/2" (13mm)		3" (75mm)	1 1/2" (38mm)	MAXIMUM 6 LITRES/FLUSH (1.6 GPF). INSTALL AS PER BARRIER FREE REQUIREMENTS. C/W TRIP LEVER TO SUIT TRANSFER SIDE OF W.C.
""	C/W WHITE OPEN FRONT SEAT WITH COVER, SUPPLY WITH STOP.					o, which exists of the more than one of the more
	WALL HUNG LAVATORY - BARRIER FREE AMERICAN STANDARD MURRO 0954-004EC, WHITE	1/2" (13mm)	1/2" (13mm)	1 1/4" (32mm)	1 1/4" (32mm)	MAXIMUM 7.2 LITERS/MINUTE (1.9 GPM), INSTALL AS PER BARRIER FREF REQ'TS.
L.I	DELTA COMMERCIAL 21C154 CHROME C/W WALL CARRIER, 0059-020EC CHINA SHROUD (INSULATED HW SUPPLY AND TRAP), OFFSET TRAP, OPEN GRID STRAINER, FLOW RESTRICTOR SUPPLIES WITH STOPS,		, ,		, ,	
0111	SHOWER TRIM DELTA T13291	1/2" (13mm)	1/2" (13mm)	2" (50mm)	1 1/2" (38mm)	
SH.I	PRESSURE BALANCED VALVE, LEVER HANDLE, SHOWER HEAD, CHROME C/W SHOWER DRAIN, SUPPLIES WITH STOPS.				, ,	
	KITCHEN SINK FRANKE COMMERCIAL LBS6808P-1/3 SINGLE COMPARTMENT	1/2" (13mm)	1/2" (13mm)	2" (50mm)	1 1/2" (38mm)	MAXIMUM 8.35 LITERS/MINUTE (2.2 GPM) SINGLE COMPARTMENT 18X16X8
S.I	18 GAUGE, STAINLESS STEEL WITH LEDGE, DELTA COMMERCIAL 100LF—HDF CHROME C/W TRAP, SUPPLIES WITH STOPS, FLOW RESTRICTOR.					2304 cu.in. = 10 GAL.
DF.I	DRINKING FOUNTAIN/BOTTLE FILLING STATION ELKAY EMABFDWSLK FOUNTAIN/BOTTLE FILLING STATION	1/2" (13mm)		1 1/4" (32mm)	1 1/4" (32mm)	NON-FILTERED, C/W TOUCHLESS SENSOR ACTIVATION, LED FILTER STATUS INDICATOR FLEXIBLE BUBBLER, AND IN WALL CARRIER.
ו. וט	NON-REFRIGERATED '	120V				INSTALL AS PER BARRIER FREE REQUIREMENTS.
\A/I I I	WATER HEATER - ELECTRIC GSW OR EQUAL	3/4" (19mm)	3/4" (19mm)			FLOOR MOUNT C/W T&P RELIEF TO SPILL ON FLOOR.
WH.I	40 USGAL. 3000W 240V	208/240				
		1				

MISCELL

GENERAL MECHANICAL

MECHANICAL REQUIREMENTS

- 1. SUPPLY AND INSTALL ALL MATERIALS AND EQUIPMENT AS SHOWN ON DRAWINGS FOR THE 3. USE DUCT SIZES AS SHOWN OR EQUIVALENT AS REQUIRED TO SUIT SITE CONDITIONS. SATISFACTORY COMPLETION OF THE MECHANICAL WORK. ALL EQUIPMENT MUST BE OPERATIONAL, TESTED AND BALANCED TO SATISFACTION OF ENGINEER. CONFORM TO ALL APPLICABLE REQUIREMENTS AND CONDITIONS AS SET OUT IN THE GENERAL CONDITIONS
- 2. THE CONTRACTOR SHALL SUBMIT A LUMP SUM PRICE BASED ON THE DRAWING(S). IF THE CONTRACTOR CHOOSES TO USE ALTERNATIVE MATERIALS AND EQUIPMENT, THE BID MUST INCLUDE NAME OF THE ALTERNATIVE MANUFACTURER AND ANY ADJUSTMENT IN PRICE. 3. BEFORE BIDDING, THE CONTRACTOR MUST VISIT SITE. THE CONTRACTOR IS RESPONSIBLE TO BE FAMILIAR WITH THE BUILDING CONSTRUCTION SO THAT THE BID INCLUDES ALL THAT
- IS NECESSARY FOR THE COMPLETION OF THE WORK. 4. ALL WORK MUST CONFORM TO THE MINIMUM REQUIREMENTS OR BETTER OF THE ONTARIO BUILDING CODE, LOCAL BYLAWS AND TO THE SATISFACTION OF LOCAL INSPECTION
- AUTHORITIES HAVING JURISDICTION. OBTAIN PERMITS, PAY FEES AND FURNISH CERTIFICATES AS EVIDENCE THAT THE WORK INSTALLED CONFORMS WITH THE LAWS AND REGULATIONS OF ALL GOVERNING AUTHORITIES
- HAVING JURISDICTION. 6. THIS CONTRACTOR SHALL STUDY THE DRAWINGS AND SPECIFICATIONS AND SHALL REPORT ANY ERRORS, INCONSISTENCIES OR OMISSIONS TO ENGINEER. DO NOT PROCEED IN UNCERTAINTY.
- 7. CUTTING AND PATCHING: INCLUDE CUTTING AND PATCHING AS REQUIRED FOR COMPLETION OF WORK. FINAL FLOOR/WALL/CEILING FINISHES BY OTHERS. 8. EXCAVATING & BACKFILL: PROVIDE EXCAVATION AND BACKFILL AS REQUIRED FOR THE
- INSTALLATION OF UNDERGROUND PIPING 9. SLEEVES & ACCESS DOORS: PROVIDE SLEEVES AND ACCESS DOORS FOR THE INSTALLATION AND SERVICING OF ALL CONCEALED MECHANICAL EQUIPMENT.
- 10. ELECTRICAL POWER: ALL STARTERS, DISCONNECTS AND POWER WIRING FOR MECHANICAL EQUIPMENT SHALL BE BY THE ELECTRICAL CONTRACTOR. ALL LOW VOLTAGE CONTROL WIRING FOR MECHANICAL EQUIPMENT SHALL BE BY MECHANICAL CONTRACTOR(S). CONTROL WIRING INSTALLED IN CEILING RETURN AIR PLENUM MUST BE PLENUM RATED (I.E., FLAME SPREAD OF 25 OR LESS, SMOKE DEVELOPMENT OF 50 OR LESS). CONTRACTOR IS TO CONFIRM VOLTAGE WITH ELECTRICAL CONTRACTOR PRIOR TO ORDERING OF EQUIPMENT.
- 11. WORK BY OTHERS: GENERAL CONTRACTOR TO PROVIDE BULK HEADS, FURRED IN SPACES, CONCRETE PADS ETC. UNLESS NOTED OTHERWISE.
- 12. WARRANTEE: ALL MECHANICAL WORK AND EQUIPMENT TO BE WARRANTED AGAINST DEFECTS OF MATERIAL AND WORKMANSHIP FOR ONE FULL YEAR FROM DATE OF FINAL ACCEPTANCE.

PLUMBING AND DRAINAGE

- 1. DOMESTIC WATER PIPING: ALL PIPING SHALL BE COPPER, PEX OR CPVC CONFORMING TO THE ONTARIO BUILDING CODE. WATER PIPE SIZING AS SHOWN ON DRAWINGS IS BASED ON COPPER PIPING. PIPE SIZES FOR PEX OR CPVC MUST BE ADJUSTED AS REQUIRED TO MEET MINIMUM INSIDE DIAMETER REQUIREMENTS. REFER TO MANUFACTURER'S DATA. EXPANSION LOOPS MUST BE INSTALLED FOR CPVC HOT WATER AND HOT WATER RECIRCULATION MAINS IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
- 2. DRAIN/WASTE/VENT (DWV) PIPING: ALL SANITARY AND VENT PIPING SHALL CONFORM TO THE ONTARIO BUILDING CODE. USE PLASTIC (ABS OR PVC) PIPE AND FITTINGS WHERE PERMISSIBLE BY BUILDING CODE.
- 3. ALL PIPING SYSTEMS INSTALLED IN A CEILING SPACE RETURN AIR PLENUM SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPMENT CLASSIFICATION OF 50 OR LESS. ABS AND STANDARD SYSTEM 15 PVC PIPING DO NOT MEET THIS REQUIREMENT. REFER TO MANUFACTURER'S ULC LISTING AND INSTALLATION CRITERIA FOR ACCEPTABILITY OF SPECIFIC PIPING SYSTEMS. 4. PIPE INSULATION: THE FOLLOWING INSULATION THICKNESSES SHALL BE APPLIED TO ALL

TEMPERATURE: THICKNESS: COLD 1/2" (13MM) 1-1/4" (32MM) OR SMALLER 1" (25MM) HOT(<140°F)

DOMESTIC WATER PIPES BASED ON SYSTEM TEMPERATURES AND PIPE SIZES:

- 1. ALL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CODE REQUIREMENT, AND TO ASHRAE AND SMACNA STANDARDS. ALL MATERIAL AND EQUIPMENT SHALL BE NEW. DUCTWORK SHALL BE OF GAUGES AS OUTLINED BY SMACNA STANDARDS. EQUIPMENT TO BE AS OUTLINED ON THE DRAWINGS.
- DUCT INSULATION ACOUSTIC LINING SHALL BE 1/2" THICK AND SHALL BE MECHANICALLY PINNED AND GLUED TO THE INSIDE OF DUCT WORK. INSTALL ACOUSTIC INSULATION AS SHOWN (OR NOTED) AND AT MINIMUM THE FIRST 10 FEET OF SUPPLY AND RETURN DUCTWORK. THERMAL INSULATION SHALL BE 2" THICK FOIL BACKED AND BE SECURED TO THE OUTSIDE OF DUCTWORK. THERMALLY INSULATE AS SHOWN (OR NOTED) AND AT MINIMUM ALL OUTDOOR AIR INTAKE DUCTWORK AND THE LAST 6 FEET OF EXHAUST DUCTWORK FROM EXTERIOR TERMINATION. ALL SUPPLY DUCTWORK USED FOR COOLING THAT IS INSTALLED WITHIN UNCOOLED/UNCONDITIONED SPACES SHALL BE THERMALLY INSULATED
- USING 2" THICK FOIL BACKED INSULATION SECURED TO THE OUTSIDE OF DUCTWORK. 3. FIRE DAMPERS: DYNAMIC FIRE DAMPERS SHALL BE ULC APPROVED AND INSTALLED AS PER MANUFACTURER'S REQUIREMENTS AND IN ACCORDANCE WITH THE ONTARIO BUILDING CODE. NAILOR INDUSTRIES OR EQUAL. INSTALL WHERE SHOWN OR AS NOTED ON THE

LANEOUS

- 1. FIRESTOP ALL PLUMBING AND DUCT PENETRATIONS THROUGH FIRE RATED WALL, FLOOR AND ROOF ASSEMBLIES TO SATISFACTION OF AUTHORITIES HAVING JURISDICTION.
- 2. INSTALL HYDRONIC PIPES ON METAL BRACKETS, SECURE WITH CLAMPS, COORDINATE ROUTING ON SITE AND WITH GENERAL CONTRACTOR.

MANUFACTURER'S REPRESENTATION

1. MANUFACTURER OF FIRESTOPPING MATERIALS (HILTI, 3M ETC.) IS TO PROVIDE FIRESTOPPING LISTINGS TO THE SATISFACTION OF BUILDING OFFICIALS. WHERE NECESSARY, CONTRACTOR IS TO ARRANGE FOR MANUFACTURER'S REPRESENTATIVE TO VISIT SITE AND MEET WITH BUILDING OFFICIALS AND ENGINEER. CONTRACTOR SHALL CONSULT WITH PIPE MATERIAL MANUFACTURER PRIOR TO INSTALLATION FOR GUIDANCE ON BUILDING CODE ISSUES. FIRESTOPPING. SUPPORT SPACING. ACCOMMODATION OF EXPANSION-CONTRACTION, PROPER SOLVENT CEMENTING PROCEDURE ETC. DURING CONSTRUCTION, MANUFACTURER'S REPRESENTATIVE IS TO VISIT SITE AND

SUBMITTALS

- 1. SHOP DRAWINGS: CONTRACTOR SHALL FORWARD SHOP DRAWINGS OF EQUIPMENT AND FIXTURES. ENSURE ELECTRONIC SHOP DRAWINGS INCLUDE A COVER PAGE AND ARE
- COMBINED INTO ONE PDF FILE ACCORDING TO PRODUCT TYPE. 2. OPERATION & MAINTENANCE MANUALS: CONTRACTOR SHALL SUPPLY TO THE OWNER COPY OF OPERATION AND MAINTENANCE MANUALS FOR ALL MECHANICAL EQUIPMENT.

TESTING AND BALANCING

REVIEW ROUGH-IN INSTALLATION.

- 1. PLUMBING SYSTEMS ARE TO BE TESTED TO SATISFACTION OF LOCAL AUTHORITIES HAVING
- AIR SYSTEMS ARE TO BE TESTED AND BALANCED BY A CERTIFIED INDEPENDENT CONTRACTOR. SUBMIT COPY OF TESTING AND BALANCING REPORT TO ENGINEER FOR

AS-BUILT DRAWINGS

- 1. MECHANICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE RED LINED AS-BUILT DRAWINGS
- 2. PROVIDE FLASH DRIVE WITH ELECTRONIC BACK-UP COPY OF WT SYSTEM SETTINGS TO

RENOVATION

- 1. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE EXISTING MECHANICAL CONDITIONS. CONTRACTOR TO MAKE ALLOWANCES IN PRICE FOR
- REMOVAL/RELOCATION/RE-ROUTING/RECONNECTION OF EXISTING MECHANICAL EQUIPMENT/SYSTEMS AS MAY BE NECESSARY FOR THE COMPLETION OF THIS PROJECT. MECHANICAL EQUIPMENT LOCATED IN AREAS BEING ALTERED OR DEMOLISHED, BUT
- SERVICING OTHER EQUIPMENT REQUIRED TO REMAIN IN SERVICE SHALL BE RE-ROUTED AS REQUIRED TO MAINTAIN CONTINUITY OF SERVICES. SEQUENCE OF REMOVAL AND RELOCATION OF EXISTING EQUIPMENT SHALL BE
- COORDINATED WITH THE OTHER TRADES, OWNER AND TENANTS. SYSTEM INTERRUPTIONS SHALL BE KEPT TO A MINIMUM. 4. ALL EXISTING MECHANICAL EQUIPMENT WHICH IS NOT TO BE RE-USED SHALL BECOME
- THE PROPERTY OF THE OWNER. IF THE OWNER DECIDES HE DOES NOT WANT IT, THE MECHANICAL CONTRACTOR SHALL DISPOSE OF IT. 5. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO EXISTING EQUIPMENT THROUGHOUT THE PROJECT AND PARTICULARLY WHERE EQUIPMENT HAS BECOME EXPOSED TO MECHANICAL INJURY OR MOISTURE IN THE COURSE OF ALTERATIONS OR NEW

FIRE PROTECTION-RENOVATION

CONSTRUCTIONS.

CONTRACTOR TO REVIEW ALL EXISTING FIRE EXTINGUISHERS ON SITE AND REPLACE ANY EXTINGUISHERS WITH A MANUFACTURERS DATE PRIOR TO OCTOBER 1984. UNIT TO BE REPLACED WITH LIKE MODEL, MANUFACTURED POST OCTOBER 1984. PROVIDE SUBMITTAL OF REPLACEMENT UNIT FOR REVIEW. WHERE A CHANGE OF OCCUPANCY IS PROPOSED, COORDINATE WITH OWNER AND AUTHORITY HAVING JURISDICTION TO PROVIDE EXTINGUISHERS TO SUIT NEW PROPOSED OCCUPANCY

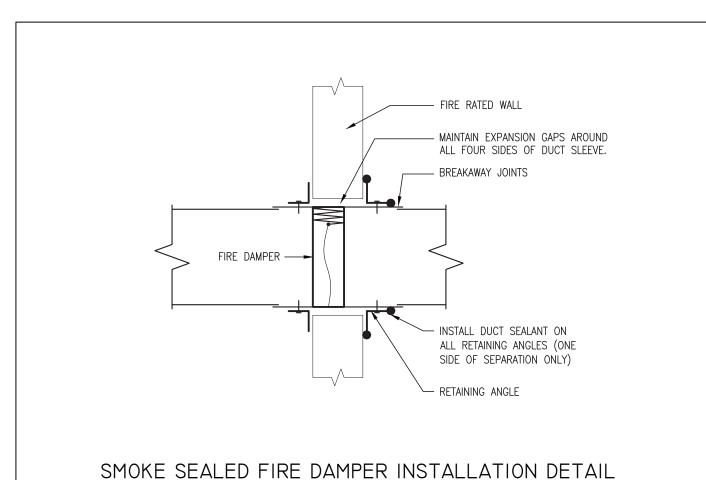
	GRILLE	& DIFFUSER SCH	EDULE	
SYMBOL	TYPE	MANUFACTURER KRUEGER	REMARKS	
А	SQUARE PLAQUE 24X24 DIFFUSER	PLQ	WHITE, C/W VOLUME DAMPER UNLESS BALANCING DAMPER IS SHOWN	
Е	LAY-IN EGGCRATE WITH FRAME	EGC5 FRAME 23	WHITE. ORDER TO FIT T-BAR GRID; NOMINAL DUCT SIZE + 2" FRAME	
F	FIRE-RATED DOOR GRILLE	ANEMOSTAT FLDL-UL	WHITE	
R	RETURN GRILLE	AFCS85, 30°	WHITE, C/W BALANCING DAMPER WHERE REQUIRED	
S	SUPPLY GRILLE	AF880	WHITE, C/W VOLUME DAMPER	

	ELECTRIC HEATER SCHEDU ALL ELECTRIC HEATERS ARE TO BE SUPPLIED BY MECHANICAL, INSTAL	
UNIT	DESCRIPTION	NOTES
BB.I	WALL MOUNT BASE BOARD HEATER OUELLET OFM1002 1.0 KW, 120.1.60	C/W BUILT-IN T'STAT

	PL	UMBING SPECIA	ALTIES SCHEDULE
SYMBOL	TYPE	MANUFACTURER	REMARKS
		WATTS OR EQUAL	
FD	FD FLOOR DRAIN FD		CAST IRON BODY, ADJUSTABLE STRAINER COLLAR, TRAP PRIMER, TRAP
СО	CLEAN OUT	CO-200-R (HORIZONTAL) CO-460 (VERTICAL)	CAST IRON BODY, ADJUSTABLE COLLAR, ABS PLUG WITH NEOPRENE GASKET, COVER TO SUIT FLOOR FINISH
TD	TRENCH DRAIN	ZURN ZS880-36 36" LENGTH	SS LINEAR SHOWER DRAIN C/W ADJ. SUPPORT LEGS, 2"Ø NO-HUB CENTER OUTLET, FRAME AND EDGE, SLOTTED 4.5" WIDE GRATE.

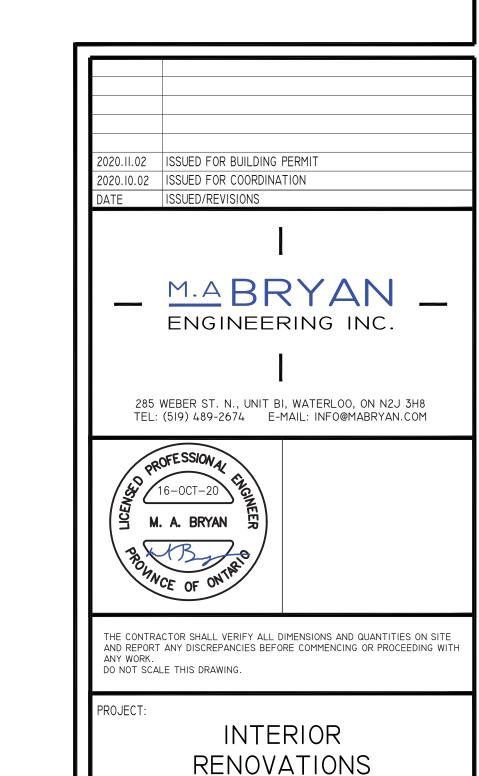
	VVT DAMPER SCHEDULE											
TAG #	ROOM SERVED	MODEL	INLET SIZE Ø INCHES	MAX. AIRFLOW (CFM)	REMARKS							
EX. #4	OFFICES B22, B23	CARRIER ZD-10	10"ø	550	EXISTING TO REMAIN.							
EX. #5	MULTI-PURPOSE 208	CARRIER ZD-8	8"ø	225	EXISTING TO REMAIN.							
EX. #6	WAITING AREA 206	CARRIER ZD-10	10"ø	550	EXISTING TO REMAIN.							
EX. #7	MULTI-PURPOSE 205	CARRIER ZD-12	12"ø	900	EXISTING TO REMAIN.							
EX. #8	CHG. RMS 109, 110, 111	CARRIER ZD-8	8"ø	350	EXISTING TO BE RELOCATED.							
EX. #9	RECEPTION B04	CARRIER ZD-6	6"ø	150	EXISTING TO BE RELOCATED.							
EX. #10	OFFICE 107	CARRIER ZD-10	10"ø	450	EXISTING TO BE RELOCATED.							

MINIMUM AIRFLOW AT 10% OF MAXIMUM.



- 1. DO NOT INSTALL SEALANT WITHIN THE EXPANSION GAPS. 2. THIS DETAIL IS TO BE USED AS A GUIDE ONLY, INSTALL IN STRICT
- ACCORDANCE WITH MANUFACTURER INSTALLATION INSTRUCTIONS. 3. SEALANT SHALL BE ULC APPROVED AND LISTED FOR INSTALLATION WITH SAME
- 4. DO NOT USE FIRE CAULKING AS SEALANT

MECHANICAL LEGEND RETURN OR EXHAUST DUCT ACOUSTIC INSULATION 1/2" (13mm) THERMAL INSULATION 2" (50mm) AIRFLOW SIZE-TYPE SUPPLY DIFFUSER RETURN GRILLE -DYNAMIC FIRE DAMPER \bigcirc MANUAL BALANCING DAMPER \bigcirc THERMOSTAT COLD WATER HOT WATER —··— SANITARY ABOVE GRADE ---SANITARY BELOW GRADE ____CO CLEAN OUT FLOOR DRAIN EX. EXISTING CTE CONNECT TO EXISTING 0ER OPEN ENDED RETURN VENT THRU ROOF VTR



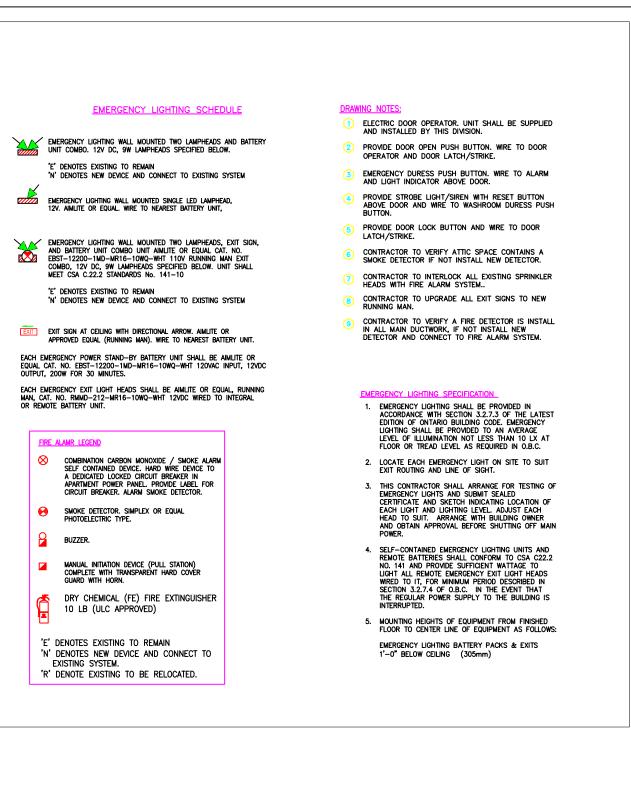
MECHANICAL SCHEDULES AND SPECIFICATION SCALE: AS NOTED

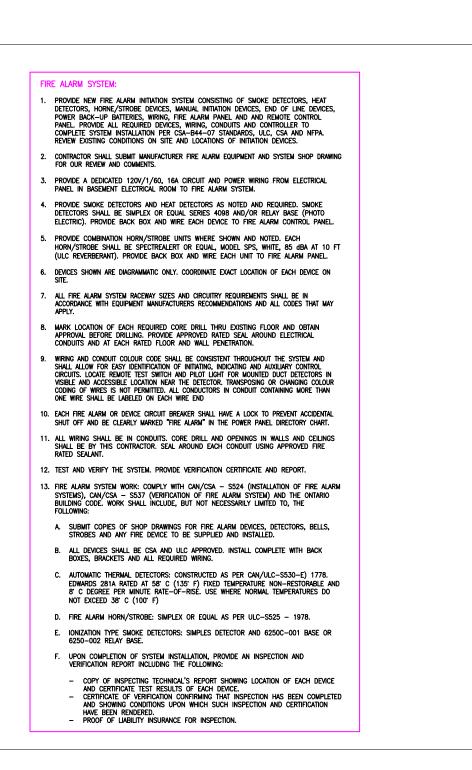
SHEET TITLE:

15 WELLINGTON ST, CAMBRIDGE

DRAWN BY: TW/JL PROJECT NO.: 2164

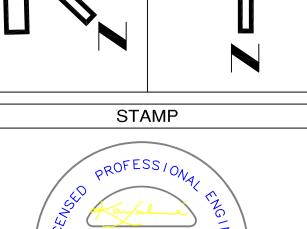
M2.2

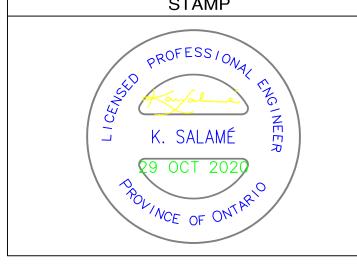






NOTES: DATE ISSUE ISSUED FOR REVIEW. 1 | 23 OCT 2020 | 2 29 OCT 2020 ISSUED FOR PERMIT. TRUE NORTH PROJECT NORTH





ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

20200820-20

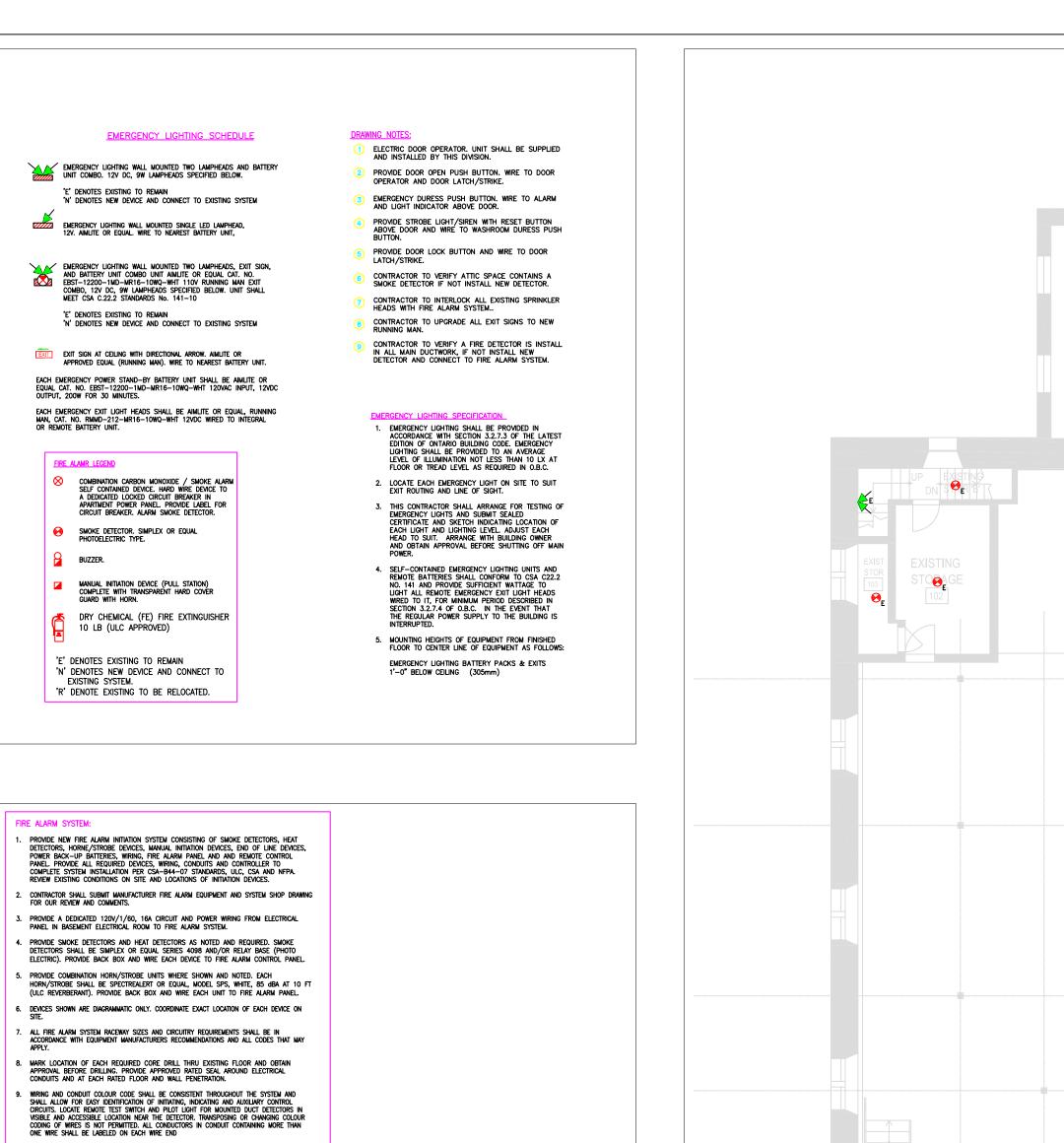
PROJECT NAME:

15 WELLINGTON STREET

15 WELLINGTON ST, CAMBRIDGE, ON

TITLE: EMERGENCY AND FIRE ALARM BASEMENT

DATE: DRAWN: CHECK: SCALE: 1:100 08.06.20 N.A K.S SHEET NO: DRAWING NO: REVISE: 0



 Each fire Alarm or Device Circuit Breaker Shall have a lock to prevent accidental Shut off and be clearly Marked "Fire Alarm" in the Power Panel Directory Chart.

 ALL WIRING SHALL BE IN CONDUITS. CORE DRILL AND OPENINGS IN WALLS AND CEILINGS SHALL BE BY THIS CONTRACTOR. SEAL AROUND EACH CONDUIT USING APPROVED FIRE RATED SEALANT.

13. FIRE ALARM SYSTEM WORK: COMPLY WITH CAN/CSA - S524 (INSTALLATION OF FIRE ALARM SYSTEMS), CAN/CSA - S537 (VERIFICATION OF FIRE ALARM SYSTEM) AND THE ONTARIO BUILDING CODE. WORK SHALL INCLUDE, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING:

A. SUBMIT COPIES OF SHOP DRAWINGS FOR FIRE ALARM DEVICES, DETECTORS, BELLS, STROBES AND ANY FIRE DEVICE TO BE SUPPLIED AND INSTALLED.

B. ALL DEVICES SHALL BE CSA AND ULC APPROVED. INSTALL COMPLETE WITH BACK BOXES, BRACKETS AND ALL REQUIRED WIRING.

C. AUTOMATIC THERMAL DETECTORS: CONSTRUCTED AS PER CAN/ULC-S530-E) 1778.

EDWARDS 281A RATED AT 58° C (135° F) FIXED TEMPERATURE NON-RESTORABLE AND 8° C DEGREE PER MINUTE RATE-OF-RISE. USE WHERE NORMAL TEMPERATURES DO NOT EXCEED 38° C (100° F)

D. FIRE ALARM HORN/STROBE: SIMPLEX OR EQUAL AS PER ULC-S525 - 1978.
 E. IONIZATION TYPE SMOKE DETECTORS: SIMPLES DETECTOR AND 6250C-001 BASE OR 6250-002 RELAY BASE.

F. UPON COMPLETION OF SYSTEM INSTALLATION, PROVIDE AN INSPECTION AND VERIFICATION REPORT INCLUDING THE FOLLOWING:

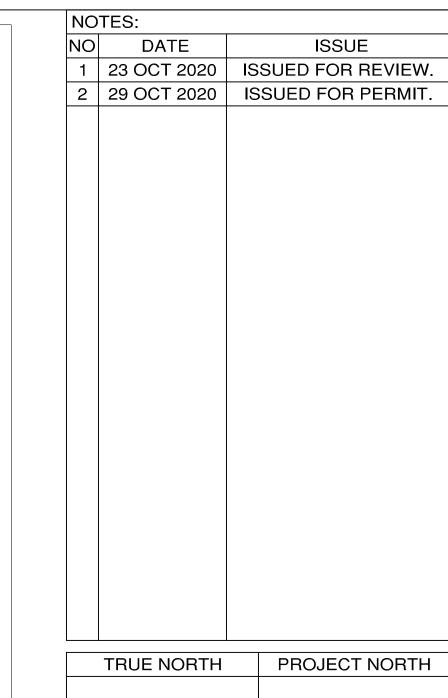
COPY OF INSPECTING TECHNICAL'S REPORT SHOWING LOCATION OF EACH DEVICE
AND CERTIFICATE TEST RESULTS OF EACH DEVICE.

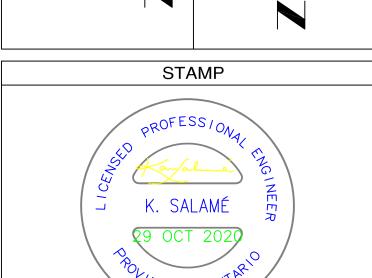
CERTIFICATE OF VERIFICATION CONFIRMING THAT INSPECTION HAS BEEN COMPLETED
AND SHOWING CONDITIONS UPON WHICH SUCH INSPECTION AND CERTIFICATION
HAVE BEEN RENDERED.

PROOF OF LIABILITY INSURANCE FOR INSPECTION.

12. TEST AND VERIFY THE SYSTEM. PROVIDE VERIFICATION CERTIFICATE AND REPORT.







ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

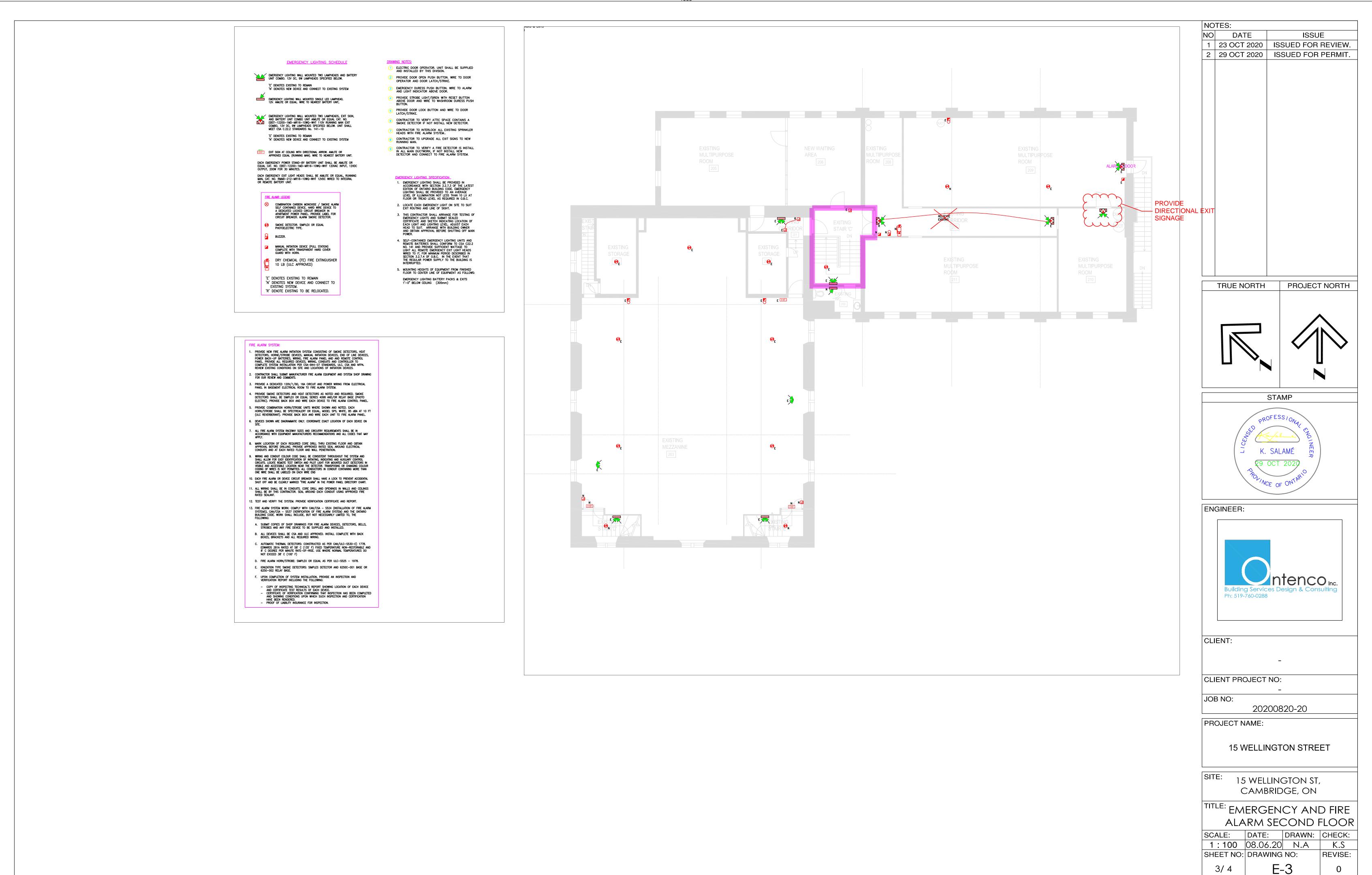
PROJECT NAME:

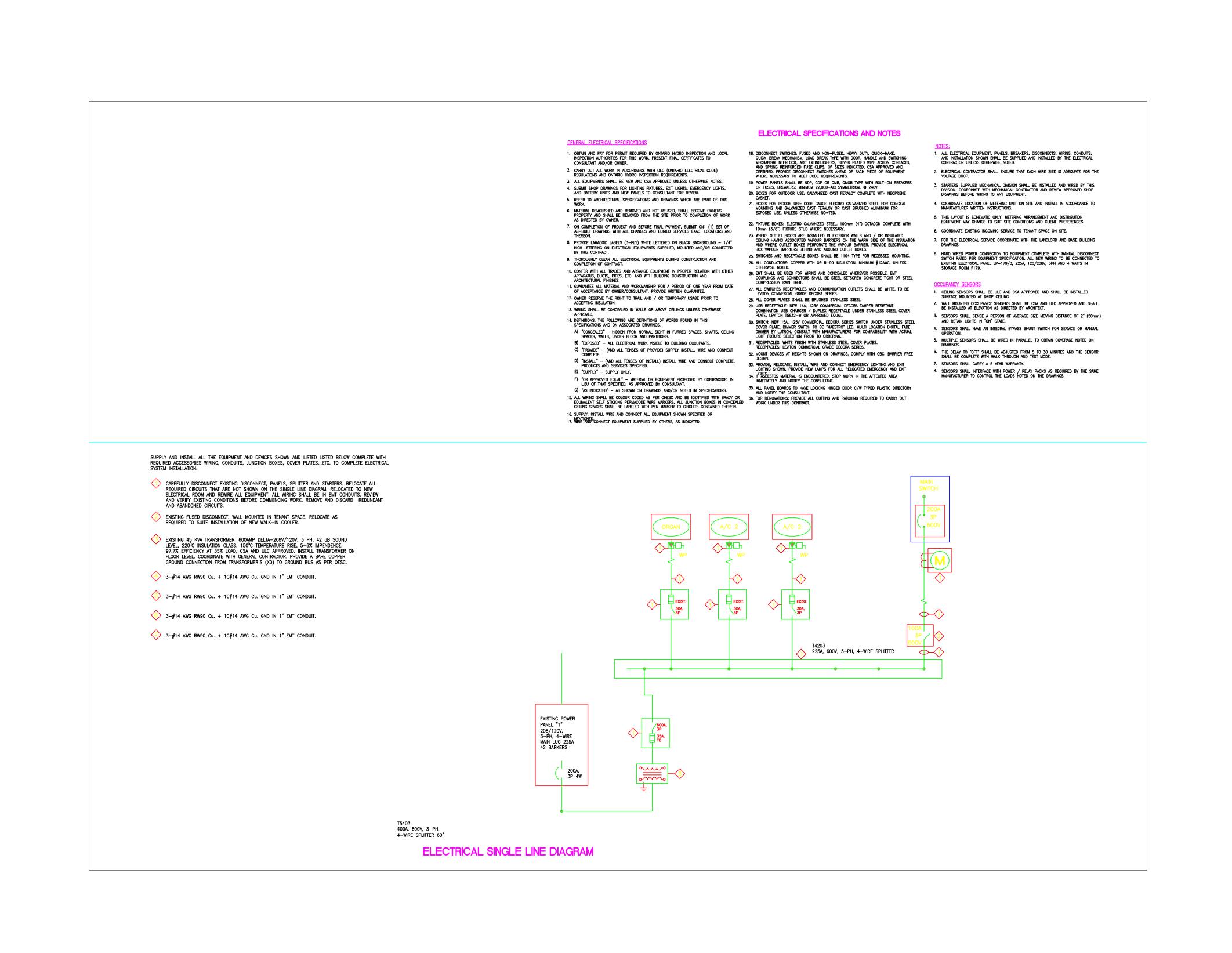
15 WELLINGTON STREET

20200820-20

TE: 15 WELLINGTON ST, CAMBRIDGE, ON

EMERGENCY AND FIRE
ALARM GROUND FLOOR
SCALE: DATE: DRAWN: CHECK:
1:100 08.06.20 N.A K.S
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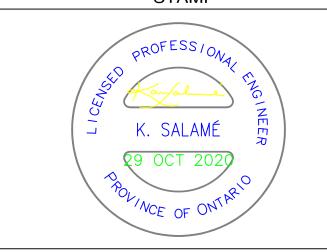
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NO DATE ISSUE

1 23 OCT 2020 ISSUED FOR REVIEW.
2 29 OCT 2020 ISSUED FOR PERMIT.

TRUE NORTH PROJECT NORTH

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ENGINEER:



CLIENT:

CLIENT PROJECT NO:

JOB NO:

20200820-20 PROJECT NAME:

15 WELLINGTON STREET

SITE: 15 WELLINGTON ST, CAMBRIDGE, ON

TITLE:

SINGLE LINE DIAGRAM

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APPENDIX "O"

Email dated November 11, 2021 from the Receiver

Maria Magni

From: Vanderlaan, Toni <tvanderlaan@deloitte.ca>
Sent: Thursday, November 11, 2021 4:32 PM

To: Vincent DeMarco

Cc: Leanne Williams; Sara Erskine; Joan Xu

Subject: RE:Trinity Centres Cambridge - Information from Call with Sara Erskine

Attachments: RCC Lease Negotiation.xlsx

Hi Sara, Vincent,

I have spent some time with the information that you have provided to me as well as information provided by TCF.

As we discussed on our call, I have prepared a series of comparables to solve for an appropriate rent amount for RCC, please see the attached spreadsheet. I am happy to take you through the assumptions on a call if necessary or helpful.

Based on the information that I have available I think the appropriate rent is somewhere between \$6,000 to \$7,800 per month plus proportionate utilities and property taxes if applicable. As noted we would be looking to include a termination provision on notice in the event that a purchaser wanted to sanctuary and other spaces for their own purposes.

Please let me know if you're available for a call early next week and if you've had the opportunity to get feedback from your clients.

Thanks Toni

Toni Vanderlaan

Partner | Financial Advisory
Deloitte
Bay Adelaide East, 8 Adelaide St. W., Suite 200, Toronto, ON, M5H 0A9
D: 1 416 354 0501 | M: 1 416 671 6301
tvanderlaan@deloitte.ca

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From: Vincent DeMarco < vincent.demarco@wehlitigation.com >

Sent: Friday, November 5, 2021 12:32 PM

To: Vanderlaan, Toni <tvanderlaan@deloitte.ca>

Cc: Leanne Williams <LWilliams@tgf.ca>; Sara Erskine <sara.erskine@wehlitigation.com>; Joan Xu

<joan.xu@wehlitigation.com>

Subject: [EXT] Trinity Centres Cambridge - Information from Call with Sara Erskine

Good afternoon Ms. Vanderlaan,

Thank you for speaking with Sara and I today. To recap our call, RCC's current usage of the space is as follows:

• Sunday morning sanctuary space from 8:00 a.m. – 12:00 p.m. with rooms to offer kid's programing and office space for the pastor;

• Office space from 9:00 a.m. – 5:00 p.m. Monday to Friday;

Band rehearsal space from 7:00 p.m. — 10:30 p.m. Tuesdays;

The Board meeting room from 7:00 p.m. – 10:00 p.m. once monthly;

• The Staff meeting room from 7:00 p.m. – 10:00 p.m. twice monthly;

• Youth group meeting from 7:00 p.m. – 10:00 p.m. one evening weekly plus the occasional special event

on a Friday night; and,

Appropriate storage space for equipment.

I'm attaching the space layout for 15 Wellington. This was attached to the Affidavit of Graham Singh sworn at Exhibit 165 and titled "15 Wellington Cambridge Space Usage Layout (proposed)". I'm also attaching excerpts from the ProACTIVE Fitness Lease and the One Movement Lease that show their rented space.

Finally, please also find an excerpt from a City of Cambridge Building Permit which shows larger and higher resolution breakdowns of the space. This was Exhibit 133 to Mr. Singh's same affidavit and titled "Building Permit." The status of the building permit was an issue in the litigation and we only provide these drawings to assist on the current issues of RCC's space and rent.

We will pass on to our client that you will likely request a higher rent than the current rent but not the maximum market rent.

Yours truly,

Vincent

Vincent DeMarco

Associate

Office: 416.306.8453 Fax: 416.306.8451

Email: vincent.demarco@wehLitigation.com



Barristers Suite 501, 365 Bay Street Toronto, ON M5H 2V1

URL: www.wehLitigation.com

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RCC Lease Summary

Solve for Rent

	Market Rent	Market	Ō	ne Movement Cor	du		Proactive Comp		Time and Space	Factored Com	Time and Space F.	actored Com
	Low	Hig	\$/sgft to %	\$/sdft to MM \$/s	oft to Factored		\$/sqft to MM	\$/sqft to Factored	Low	Hig	Low	Hig
	(2)	(3)	(4)	(4)	(4)		(2)	(2)	(9)	(9)	(7)	(7)
0,000												
6,640												
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4,360												
			\$15,679.56	\$10,059.17	\$6,223.72 \$				\$ 7,830.74	\$ 14,350	\$ 6,264.59 \$	11,480
£ 8 € € 6 € 4 T	Lease (1) 250,000 66,640 39,000 144,360 \$	Market Lov Lov 300 340 360 360 \$\$	Market Rent Market Low Hig (2) (3) (3) (4) (5) (6) (6) (7) (7) (7) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9	Market Rent Market Low Hig (2) (3) (3) (4) (5) (6) (6) (7) (7) (7) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9	Market Rent Market Low Hig (2) (3) (3) (4) (5) (6) (6) (7) (7) (7) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9	Market Rent Market Rent One Movement Comp Low High \$\sqrt{10} \times \t	Market Rent Market Rent One Movement Comp Low High \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft is (2) (3) (4) (4) (4) (5) 300 (5) 300 \$ 6,000 \$ 10,000 \$15,679.56 \$10,059.17 \$6,223.72 \$	Market Rent Market Rent One Movement Comp Low High \$\sqrt{1000} \text{ \$\sqrt{1000} \text{ \$\sqrt{1000}} \text{ \$\sqrt{1000} \text{ \$\sqrt{1000}} \text{ \$\sqrt{1000} \text{ \$\sqrt{1000}} \text{ \$\sqrt{1000} \$\sqrt{1000	Market Rent Market Rent One Movement Comp Low High \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to MM \$/sqft to Factored \$/sqft to MM \$/sqft to	Market Rent Market Rent One Movement Comp Low High \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to MM \$/sqft to Factored \$/sqft to MM \$/sqft to	Market Rent Market Rent One Movement Comp Low High \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to % \$/sqft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to Factored \$/sgft to MM \$/sqft to MM \$/sqft to Factored \$/sqft to MM \$/sqft to	Market Rent Market Rent One Movement Comp Low High \$/sqft to MM \$/sqft to Factored \$/sgft to 6) (2) (3) (4) (4) (4) (5) (5) (5) (5) (2) (3) (4) (4) (4) (5) (5) (5) (6) (6) (3) (4) (4) (4) (5) (5) (5) (6) (6) (4) (5) (6) (6) (5) (7) (8) (8) (9) (9) (6) (8) (9) (9) (7) (8) (9) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9

From lease agreement excluding anciliaries
 (2), (3) Based on market analysis provided by Realtor excluding utilities etc.
 (4) Based on price per sqft for One Movement relative to estimate RCC square foot
 (5) Based on price per sqft for Proactive relative to estimated RCC square foot
 (6) Time and Space factored rent compared to actual
 (7) Time and Space factored rent compared reduced by 20% to recognize purpose and situation

APPENDIX "P"

Letter dated November 22, 2021 from counsel to RCC

APPENDIX "P"

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To: Sara J. Erskine
Office: 416-597-5408
E-mail: Sara.erskine@wehlitigation.com

November 22, 2021

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams
TGF Thornton Grout Finnigan LLP
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We are in receipt of Ms. Vanderlaan's correspondence of November 11, 2021 regarding RCC's lease and proposed rent at 15 Wellington (the "**Property**").

We are concerned with the accuracy of the excel spreadsheet provided for a number of reasons. The spreadsheet indicates that RCC has the majority of the 3rd level of the building, which is incorrect as this is occupied by One Movement Dance ("One Movement"). Concerning the Sunday schedule, it appears that 7 hours each for the basement, the main level of the auditorium and the balcony were added together for a total of 21 hours of time. The balcony cannot be rented separately from the auditorium as they are connected. Further, the actual space used by RCC is incorrect.

Please find an excel spreadsheet which sets out RCC's calculation of its usage with the scenario you put forward as well as a scenario where \$250,000 in rent is used. RCC has calculated the total rentable space at the Property to be 15,363 square feet, rather than the 16,419 as set out in your chart and the 20,495 square feet as set out in the MLS listing for the Property on realtor.ca.

As a result, the area used by RCC is actually 5,614 square feet (i.e., not 6,670) which is less than One Movement's 6,664 square feet. One Movement's yearly rent is \$50,000 after a \$16,640 rebate. To our knowledge, there has been no request to increase One Movement's rent, a tenant which enjoys exclusive use of more of the rentable space at the Property. There has also been no request to increase the rent for the third tenant, ProActive Fitness.

We note that TCF attempted to unilaterally impose a \$144,360 rent for RCC without a board resolution on January 29, 2021 which was rejected. We are concerned that the information TCF has provided to you about RCC's use of the space is inaccurate, and that it represents a continuation of the misinformation and obfuscation that has plagued RCC throughout this litigation.

There is no evidence that the market rent for this property would be \$250,000 per year, other than Ms. Vanderlaan's reference to a realtor's opinion which we have not seen. As you know, the Property is an unrenovated church in disrepair, not a fully functional renovated building.

Even if \$250,000 per year was the market rent, TCF has made representations that its purpose was to have reduced rates for charities, community groups and other not-for-profit organizations at the Property. Please find an excerpt of TCF's T310 tax form for 2020, which lists under its Charitable Programs & Activities that it provides rent to RCC at 1/5 of the market rate.

RCC also contributed \$506,200 towards the purchase of the Property under Article 4 of the Lease and Option Agreement, which must also be taken into account in any discussion of appropriate rent.

Even if this was an offer of rent below market rates, we again note that One Movement and ProACTIVE Fitness' rates have not increased, despite their exclusive use of the space and with One Movement using more space than RCC. We do not see a basis for treating RCC differently than the two other tenants, and charging it higher rent.

If the \$250,000 per year in rent relates to property management fees being charged by TCF, this has been a contentious issue in the litigation. The property can be maintained at a fraction of TCF's current fees, documentation of which has been provided to Coldpoint Holdings Ltd. prior to the mediation that occurred before Justice Archibald on July 23, 2021, and which we are consenting to have you share with Ms. Vanderlaan now if such consent is necessary. Currently, no construction or renovation work is being done at the Property.

Over and above the foregoing, the foundation of the property is crumbling, and there are several deficiencies at the Property that affect RCC's usage, including the following non-exhaustive list:

- The sanctuary's usable space has been reduced as a result of holes cut into the carpet and subfloor, which have made two sections of pew seating unusable, an approximate 10% reduction in seating capacity, which reduction is further exacerbated by physical distancing due to COVID-19;
- There are holes in the sanctuary floor, as discussed. Barbara Bierman fell into one of these holes in the spring (she was unharmed), which had previously been covered by the organ, which TCF removed;
- There is suspected mold in the basement in the area used for River City's children's program ("KidCity"), among other areas, and the lighting in this area does not work;



- Dirt from the foundation is seeping into the office space that RCC has used in the past, as well as the children's areas:
- The kitchen represents a fire safety hazard and is not functional there is no venting, and many appliances, including the fridge, do not work;
- The outdoor accessibility ramp is deficient and there is no access to the accessibility washroom;
- The basement area which is used by RCC for board meetings and for child care has holes in the walls and windows that are painted shut;
- There are further holes in 3 of the 4 basement rooms: near the fireplace, near a storage area, along an exterior wall, and behind a bench;
- Cracked and broken concrete on the front exterior steps of the Property as well as holes / large divots in the concrete pad and walls outside the main doors, creating a tripping hazard;
- Safety railings on steps and along raised elements have been weakened due to crumbling concrete; and,
- The linoleum in the kitchen, boardroom and bathroom floors is dilapidated and falling apart.

Please find pictures of the above enclosed.

Finally, please find information relating to the \$30,000 grant from the Shantz Mennonite Church for audio visual equipment, including the (i) Bequest Earnings Disbursement Fund Application (the "BEDF Application") and (ii) TCF's application. This was taken from Exhibits 96 and 192 of Mr. Singh's Affidavit sworn April 14, 2021.

It will be apparent from these documents that TCF and Mr. Singh incorrectly listed TCC as a subsidiary of Trinity Centres Foundation. These funds were confirmed to have been received by TCF but have not yet been provided to TCC. You will note that at section 5 of the BEDF Application that Mr. Singh notes: "This will allow 15 Wellington to provide gathering space at reduced rates for charities, community groups and other not-for-profit organizations."

As a result of the foregoing, RCC will not agree that its rent should increase to between \$6,000 - \$7,800 per month. It will continue to pay \$4,166.17 + HST per month, or \$56,493.26 inclusive of HST per annum in good faith. Alternatively, RCC is prepared to negotiate a termination if its lease without prejudice to its right to pursue its litigation to recover the \$506,200 plus other remedies available to it.



Yours truly,

WEINTRAUB ERSKINE HUANG LLP

Sara J. Erskine

SJE/vd Encls. (2) CC: Clients

CC: Toni Vanderlaan

Tenant	Sq Ft	Yr Rent	Rebate	Rebate	Monthly F	lent	rebate		\$/sq ft a	fter rebate
OM Space		6664	66640	-16640	50000 \$	4,166.67	\$	10.00	\$	7.50
ProActive		3085	39000	0	39000 \$	3,250.00	\$	12.64	\$	12.64
RCC		5614	50000	0	50000 \$	4,166.67	\$	8.91	\$	8.91
RCC RM		6670	50000	0	50000 \$	4,166.67	\$	7.50	\$	7.50
RCC \$250k lease		10251	50000	0	50000 \$	4,166.67	\$	4.88	\$	4.88
Total		20000								

Tenant	Hrs used	used		accounted	i
OM Time		43	44%	\$	22.78
ProActive Time		84	86%	\$	14.75
RCC Time		19.5	20%	\$	37.67
RCC Time RM		34	35%	\$	21.61
RCC \$250k lease		34	35%	\$	14.06
Total available		98			

RCC paying \$50k and using 5614 sq ft

less OM an PA for 10251 sq ft

Original spreadsheet triple dipped the hours for RCC RM calculated 7 hours x 3 - separate charges for each level

remaining rent	Rent	Sq	Ft Mo	onthly Rent	\$/sq ft	Hrs Used	used	accounted	
Total Rent	\$	250,000.00							
Less OM	\$	50,000.00							
Less ProActive	\$	39,000.00							
RCC \$250k lease	\$	161,000.00	10251 \$	13,416.67	\$	15.71	34	35% \$	45.27
RCC RM no OM discount	\$	144,336.00	6670 \$	12,028.00	\$	21.64	34	35% \$	62.37
RCC RM + \$250k lease	\$	144,336.00	10251 \$	12,028.00	\$	14.08	34	35% \$	40.58

RCC Current actual situation	(not counting the upper level - which is part of the auditorium and couldn't ever be rented separate from the main level of the auditorum)
RCC with how the RM calculated RCC's situation	RCC paying \$50k and accounting for the upper level of the auditorum for a total of 6670 sq ft & sharing space
RCC if the \$250K lease demands RCC is responsible for all of the rent and space other than OM and	RCC paying \$50k for all space available

ProActive

OM does not share space and yet their lease has a \$16,640 yearly discount. OM has also used the RCC auditorum for events, for which additional rent has never been calculated. Primary space/non exclusive space is illusory. No tenants share space as the renovations have made three separate spaces for RCC, OM and ProActive.

Tenants do not have keys/entry to each other's spaces). There should be no calculation for shared space when considering rental amounts

Tenant	per tenant sq space	spa	ce shared	claimed
OM	6664	2806	526	3332
ProActive	3085	2595	490	3121
RCC	5614	6670	1016	10251
Total	15363			

Total Rentable	Space	\$10/sqft	\$12/sqft	\$14/sqft
15363 sqft		\$153,630	\$184,356	\$215,082
16419 sqft		\$164,190	\$197,028	\$229,086
20495 sqft		\$204,950	\$245,940	\$286,930

RCC's calculation of the actual rentable space at 15 Wellington

RM's calculation of the actual rentable space - added 1056sqft for upper level of auditorium

Total sqft of 15 Wellington as per MLS listing on realtor.ca -

APPENDIX "Q"
Letter dated August 12, 2022 from counsel to RCC

APPENDIX "Q"

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To:Sara J. ErskineOffice:416-597-5408E-mail:Sara.erskine@wehlitigation.com

WITH PREJUDICE

August 12, 2022

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams
TGF Thornton Grout Finnigan LLP
Toronto-Dominion Centre
100 Wellington Street West

Suite 3200, P.O. Box 329 Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We write further to our conference calls on August 3 and August 9, 2022 as well as Ms. Vanderlaan's correspondence of August 8, 2022.

During these calls and the August 8, 2022 correspondence, Ms. Vanderlaan indicated that she had calculated the square footage of 15 Wellington from the building permit document prepared by Larkin Architect Limited dated October 2020 (the "Larkin Building Permit"). RCC had forwarded this document to Ms. Vanderlaan together with a March 25, 2021 proposed space usage layout (that had been prepared by Trinity Centres Foundation), a document showing the space area for ProACTIVE Fitness, and a document showing the space area for One Movement on November 5, 2021.

Following the provision of information on November 5, 2021 RCC's letter dated November 22, 2021, and a conference call on November 23, 2021, discussions were not advanced. In RCC's November 22, 2022 letter, RCC advised that its total square footage was 5,614. In August of 2022, Ms. Vanderlaan advanced a position that attributed 14,796 square feet to RCC.

It was not apparent until the August 2022 conference calls with Ms. Vanderlaan that she had calculated the total rentable space for 15 Wellington by taking the "area" in square meters from the Ontario Building Code Data Matrix – Part 11 from the first page of the Larkin Building Permit and converting this to square feet, for a total of 24,545 square feet. She then subtracted from this amount One Movement's space as 6,664 square feet and ProActive Fitness' space as

3,085 square feet from their leases to propose that RCC pay rent for the remaining 14,796 square feet.

It is now clear why there was a disagreement on the rentable square footage and why RCC could not understand why Ms. Vanderlaan was proposing that RCC's space was approximately 8,000 more square feet than exist.

The Larkin Building Permit does not provide for the rentable square feet of the building. The rentable square footage of 15 Wellington is fundamentally different from the calculation under the Ontario Building Code Data Matrix found in the Larkin Building Permit, which is the total area from the outside walls of the building on each floor. This is not the total rentable space inside the building and includes stairwells, elevator shafts, utility areas and empty space above the auditorium which are not part of the calculation for total rentable square footage i.e., the usable floor space in the tenanted area.

In light of the above, it is unreasonable to suggest that RCC has not been willing to engage in negotiations. Rather, both parties were not working from the same information and the information used by Ms. Vanderlaan was not appropriate for determining the rentable space.

To verify the square footage, RCC has used the Larkin Building Permit's architectural drawings of the internal floor space and scale to update the calculation of its rentable space so that both Ms. Vanderlaan and RCC are working from the same independent and neutral figures. Please find this spreadsheet enclosed. RCC's rentable space is in fact 6,528.08 square feet.

Further, RCC has never had access to One Movement's space or ProActive Fitness' space. The building keys that RCC has been provided do not work for these spaces despite Ms. Vanderlaan's continued insistence that they do. This space should not be included in the calculation of RCC's square footage.

According to RCC's square footage figure, RCC proposes that the appropriate monthly rent is \$4,760.06 + HST, which is calculated using Ms. Vanderlaan's chart from her August 8, 2022 spreadsheet at \$8.75 per square foot, which is between One Movement's \$7.50 per square foot (with its rebate) and ProActive Fitness' \$12.64 per square foot beginning September 21, 2022.

RCC's space remains unrenovated and decrepit, despite RCC's Lease and Option being for rentable renovated space, as noted in our correspondence of November 22, 2021.

RCC is currently paying \$4,166.17 + HST per month, a \$593.89 difference from \$4,760.06. Given the unfinished renovations at 15 Wellington and the treatment that the other tenants have received, this represents an appropriate rental rebate for RCC from Ms. Vanderlaan's appointment on September 1, 2021.



Yours truly,

WEINTRAUB ERSKINE HUANG LLP

Sara J. Erskine

SJE/vd

CC: Clients

CC: Toni Vanderlaan

APPENDIX "R"

Letter dated August 16, 2022 from counsel to the Receiver

APPENDIX "R"



Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON Canada M5K 1K7 T 416.304,1616 F 416.304,1313

Leanne M. Williams T: 416-304-0600 E: lwilliams@tgf.ca File No. 2138-001

August 16, 2022

PERSONAL & CONFIDENTIAL

VIA EMAIL

Weintraub Erskine Huang LLP Suite 501 – 365 Bay Street Toronto, ON M5H 2V1

Attention: Sara J. Erskine/Vince DeMarco

Re: River City Christian Reformed Church "("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We acknowledge receipt of your letter dated August 12, 2022. Before we can fully consider the contents thereof, we have the following questions:

- 1. You have calculated rentable space of 6,538 per square foot based on the primary interior areas used by RCC, how to do you account for the additional aspects of the land and premises that RCC is responsible for with respect to terms of the lease dated March 5, 2020?
- 2. You have used a price of \$8.75 per square foot based on the calculation of rentable space. Please explain the rationale for selecting this amount.
- 3. You have discounted the rent by \$593.89 per month. Please provide your support for determining that this was an appropriate discount with respect to the monthly rent.
- 4. You have discounted the rent due to "the treatment that other tenants have received". Please explain.

Once these items are answered, we would be happy to engage in a further discussion in an attempt to resolve this issue.



Yours truly,

Thornton Grout Finnigan LLP

Leanne M. Williams

cc: Toni Vanderlaan, Deloitte

APPENDIX "S"

Letter dated August 23, 2022 from counsel to RCC

APPENDIX "S"

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To: Sara J. Erskine
Office: 416-597-5408
E-mail: Sara.erskine@wehlitigation.com

August 23, 2022

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams
TGF Thornton Grout Finnigan LLP
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We write further to your correspondence of August 16, 2022.

In response to your questions:

- 1. The rentable space of 6,538 per square foot is based on the October 2020 Larkin Building Permit's architectural drawings. The Premises as defined in the March 5, 2020 Lease and Option Agreement (the "Lease and Option") include the Lands and the Building as defined in that agreement. RCC does not have access to the Lands and the Building as defined in the Lease and Option because One Movement and ProACTIVE Fitness were also leased space from Trinity Centres Cambridge. The Lease and Option must be read in conjunction with the leases for these two tenants. As a result, RCC only has 6,538 square feet of rentable space in the building. RCC has not been able to share space with these other two tenants and has never been in a position to change their usage of space at 15 Wellington. One Movement and ProACTIVE Fitness have exclusive use over their assigned square footage and not only their offices.
- 2. The \$8.75 per square foot figure was taken from the Excel spreadsheet prepared by Ms. Vanderlaan and represents a price per square foot that is higher than One Movement's price of \$7.50 per square foot and lower than ProACTIVE Fitness' price of \$12.64 per square foot. This price was also selected because ProACTIVE Fitness and One Movement both enjoy renovated space while RCC's space remains unrenovated and decrepit as specified in our correspondence of August 12, 2022 and our correspondence of November 22, 2021.

- 3. The rental discount of \$593.89 per month reflects the fact that RCC provided funds for renovations that did not occur in its space, the reduction in RCC's usable space due to damage, the state of disrepair of RCC's space, and the suspected mold as set out in our correspondence of November 22, 2021. Both One Movement and ProACTIVE Fitness enjoy air conditioning and proper ventilation in their renovated space while RCC does not. This has contributed to the dilapidated condition of RCC's space. The use of RCC's space has been compromised and it is unable to use its space for events.
- 4. As noted above, the other tenants both enjoy renovated space and their rent has not increased since Ms. Vanderlaan was appointed on September 1, 2021. We understand that 15 Wellington was purchased on the condition that their leases would be assumed at their current rental rates.

Yours truly,

WEINTRAUB ERSKINE HUANG LLP

Sara J. Erskine

SJE/vd CC: Clients

CC: Toni Vanderlaan

APPENDIX "T"

Letter dated September 23, 2022 from counsel to the Receiver

APPENDIX "T"



Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON Canada M5K 1K7 T 416.304.1616 F 416.304.1313

Leanne M. Williams T: 416-304-0060 E: lwilliams@tgf.ca File No. 2138-001

PERSONAL & CONFIDENTIAL

September 23, 2022

VIA EMAIL

Weintraub Erskine Huang LLP 365 Bay Street Suite 501 Toronto ON M5H 2V1

Attention: Sara J. Erskine / Vince DeMarco

Dear Madam/Sir:

Re: Receivership of Trinity Centres Cambridge ("TCC")

We refer to our prior correspondence and discussions in respect of the obligations of River City Christian Reformed Church ("RCC") to Deloitte Restructuring Inc., in its capacity as Courtappointed Receiver of TCC (the "Receiver"). We also refer to the lease agreement dated as of March 5, 2020, as amended from time to time (the "Lease") in respect of the premises located at 15 Wellington Street, Cambridge, Ontario (the "Property"). Capitalized terms not otherwise defined herein are as defined in the Lease.

In accordance with Article 5 of the Lease, RCC is required to pay annual Basic Rent in the amount of \$250,000 ("Rent"). RCC is also required to pay all taxes, maintenance and insurance associated with the Property (collectively, "TMI") together with Utilities.

As set out in your letter dated August 23, 2022, RCC has taken the position that the Rent actually payable is the amount set out in the Interim Order of Justice Sloan dated May 20, 2021 (the "Interim Order") in the amount of \$4,166.67. This position has been taken notwithstanding that the Interim Order "was made entirely without prejudice to all Parties' rights and remedies in respect of the appropriate rental amount to be paid by the Plaintiff to TCC".

One of the reasons stated in your August 23rd letter for the rent amount is the fact that the Property is "unrenovated and decrepit". This position has been taken notwithstanding that section 7.3 of the Lease states that RCC is "accepting the premises on an as-is/where-is basis". It is the Receiver's continued position that RCC remains obligated to pay the Rent under the Lease unless the Receiver and RCC agree otherwise. To date, no such agreement has been reached. As a result, it is the Receiver's position that the amount payable by RCC in respect of Rent since the commencement of the receivership, taking into account the amounts actually paid, is \$177,375.00.



The Receiver has recently been made aware that RCC has never paid TMI or Utilities in accordance with the Lease and that all such amounts remain outstanding. The Receiver has calculated the amount owing by RCC in respect of pre-receivership TMI as \$87,780.01 and Utilities as \$20,287.44 for a total of \$108,067.45.

The Receiver has also calculated the post-receivership TMI as \$49,155.76 and Utilities as \$13,100.59 for a total of \$62,256.35.

As a result, the total amount payable by RCC to the Receiver in respect of TMI and Utilities is \$170,333.80 and the total amount payable by RCC to the Receiver is \$347,698.80 in respect of Rent, TMI and Utilities.

As you are aware, Coldpoint advanced funds pursuant to a first-ranking charge (the "**Charge**") against title to the Property. The amount outstanding to Coldpoint as at July 7, 2022 was \$1,765,777.72.

The Receiver sold the Property pursuant to the Order of Justice Dietrich dated June 13, 2022 (the "Sale"). The net sale price paid to the Receiver from the closing was \$1,495,429.90. After paying the additional expenses of the receivership and accounting for fees and expenses to windup the receivership, the Receiver has approximately \$1,419,987.74 (excluding accrued professional fees) (the "Distribution Amount") to distribute. RCC has taken the position that it may challenge the payment of the Distribution Amount to Coldpoint and attempt to assert a priority over the Charge.

Coldpoint has also incurred unnecessary fees and expenses related to the litigation commenced by RCC which included Coldpoint as a defendant and in respect of RCC's failed application to appoint a receiver ("**Litigation Costs**"). Coldpoint's fees in this regard total approximately \$125,000 and have been added to its indebtedness. It is Coldpoint's position that the Litigation Costs are to be borne by RCC as it should never have been made a party to the litigation and put to such expense.

In order to avoid further expensive litigation and delay the winding up of the receivership, the Receiver and Coldpoint are prepared to accept a payment from RCC in the amount of \$145,000.00 (the "**Settlement Proposal**") in full and final satisfaction of the amounts owing to the Receiver and Coldpoint. As a condition of accepting the Settlement Proposal, RCC would be required to:

- (a) release Coldpoint from the Litigation on a with prejudice basis;
- (b) consent to the payment of the Distribution Amount to Coldpoint;
- (c) provide a full and final release in favour of Coldpoint, the Receiver and Thornton Grout Finnigan LLP (collectively, the "**Released Parties**") and their officers, directors and assigns in form and substance satisfactory to the Released Parties; and
- (d) consent to the relief sought by the Receiver to wind up the receivership, including but not limited to the approval of the Receiver's conduct, its fees and disbursements and those of its counsel and the release and discharge of the Receiver.



This Settlement Proposal is open for acceptance until September 30, 2022.

Yours truly,

Thornton Grout Finnigan LLP



Leanne M. Williams

APPENDIX "U"

Email dated October 11, 2022 from the Receiver

Maria Magni

From: Vanderlaan, Toni <tvanderlaan@deloitte.ca>

Sent:Tuesday, October 11, 2022 5:06 PMTo:Sara Erskine; Vincent DeMarcoCc:Leanne Williams; Borzellino, Krista

Subject: TCC TMI Calculation

Attachments: Post filing TMI RCC OM Final.xlsx; Trinity Centres Cambridge - General Ledger Report

Oct 1 2019 - Sep 30 2021 with RCC TMI calc FINAL.xlsx; 2022-07-13 TO DELOITTE v2.pdf

Sara, Vincent,

As discussed on our call from Friday.

Please find attached the TMI calculation as well as a copy of the independent security opinion obtained by the Receiver verifying that the secured creditor has security for the amounts advanced.

Please let us know if you have any questions with respect to the TMI calculation.

Thanks

Toni

Toni Vanderlaan

Partner |Financial Advisory |Turnaround and Restructuring Deloitte
Bay Adelaide East, 8 Adelaide St. W.,Suite 200, Toronto, ON, M5H 0A9
D: 1 416 354 0501 | M: 1 416 671 6301
tvanderlaan@deloitte.ca

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In the matter of the Recievership of Trinity Centres Cambridge TMI Calculation

Date of Receivership	21-Sep-21	
Base Rent per annum	66,640	
Base Rent Rebate	(16,640)	
Net Base Rent	50,000.00	
TMI (per contract)	15,000.00	
Contract term (months)	12	
HST	13%	

	2021/2022 L	ease Payments Received (including HS	Base Rent	TMI	Utilities	HST	
August	\$	-	\$ -	\$ -	\$ -	\$	-
September		6,928.33	4,166.67	1,250.	00 786.21		806.37
October		6,928.33	4,166.67	1,250.	00 786.21		806.37
November		6,928.33	4,166.67	1,250.	00 786.21		806.37
December		6,928.33	4,166.67	1,250.	00 786.21		806.37
January		6,928.33	4,166.67	1,250.	00 786.21		806.37
February		6,928.33	4,166.67	1,250.	00 786.21		806.37
March		6,928.33	4,166.67	1,250.	00 786.21		806.37
April		6,928.33	4,166.67	1,250.	00 786.21		806.37
May		6,928.33	4,166.67	1,250.	00 786.21		806.37
June		6,928.33	4,166.67	1,250.	00 786.21		806.37
July		6,928.33	4,166.67	1,250.	00 786.21		806.37
TO	ΓAL \$	76,211.63	\$ 45,833.33	\$ 13,750.	00 \$ 8,648.35	\$	8,870.12

One Movement Cost Breakdown (September 21, 2021 - July 7, 2022)

(Santambar 21		

	(,			
				oortional Share used on rental
Date	Cost	В	uilding Cost	area)
	Cambridge Property Taxes	\$	12,115.77	\$ 3,263.78
	Property Insurance	\$	10,591.64	\$ 2,853.21
	Janitorial	\$	13,017.60	\$ 3,506.72
	Richardson Fire System Inc Monitoring	\$	20,020.10	\$ 5,393.08
	Quarterly Elevator Maintenance - Delta Elevator	\$	658.36	\$ 177.35
	Snow Removal/Salt - Fisher Property Maintenance	\$	6,881.70	\$ 1,853.81
	H&B Security Services Ltd.	\$	1,782.58	\$ 480.20
	Yearly Plumbing Backflow Testing	\$	1,103.73	\$ 297.33
	Dynamic Mechanical Ltd - Boiler System Reboot	\$	160.46	\$ 43.23
	Abell Pest Control Inc.	\$	148.50	\$ 40.00
	Russell Electric Lighting - Repair Lighting	\$	288.15	\$ 77.62
	OV Property Development and Consulting Inc.	\$	273.91	\$ 73.79
	Carter-Grant Mechanical Systems Inc.	\$	237.30	\$ 63.92
	TOTAL TMI	\$	67,279.80	\$ 18,124.04

Utilities Cost (September 2021 - July 2022)

TMI

Enbridge	\$ 9,184.49	\$ 2,474.15
Energy+	\$ 7,206.24	\$ 1,941.24
City of Cambridge Water	\$ 746.86	\$ 201.19
Bell Telecommunications	\$ 806.96	\$ 217.38
TOTAL Utilities	\$ 17,944.55	\$ 4,833.96

Rental Area 6,664 sq ft of tenant space
24,738 sq ft of rentable space
26.94% One Movement porportionate space

and Utilities Owed to the				
Utilities Owed to F	-\$	3,8	314	.39
Utilities Expense	\$	4,8	333	.96
Utilities Paid	\$	8,6	48	.35
TMI Owed to Rece	\$	4,3	374	.04
TMI Expense	#	##	###	###
TMI Paid	#	##	###	###

Note: Certain invoices related to the period were received and paid after the period ended.

RCC Rent Calculation RCC TMI and Utilities calculation

Per Lease Agreement - March 5, 2020

Item Section Amount Rent Period

Basic Rent 5.1 250,000.00

Rent Reduction 5.3 200,000.00 5,000.00 12 months

Taxes 6.1 All Utility Charges 7.2 All

Maintenance and Repair 7.3 Good order and repair, excludes major repairs, includes snow and weed control

Rent set by Interim Order of J. Sloan

4,708.33/month expired on appt of Receiver

Date	Rent per Contract	Rent Paid	Difference
1-Sep-21	20,833.33	4,708.33	16,125.00
1-Oct-21	20,833.33	4,708.33	16,125.00
1-Nov-21	20,833.33	4,708.33	16,125.00
1-Dec-21	20,833.33	4,708.33	16,125.00
1-Jan-22	20,833.33	4,708.33	16,125.00
1-Feb-22	20,833.33	4,708.33	16,125.00
1-Mar-22	20,833.33	4,708.33	16,125.00
1-Apr-22	20,833.33	4,708.33	16,125.00
1-May-22	20,833.33	4,708.33	16,125.00
1-Jun-22	20,833.33	4,708.33	16,125.00
1-Jul-22	20,833.33	4,708.33	16,125.00
	229 166 63	51 791 63	177 375 00

TMI and Utilities

TMI Costs (September 2021 to July 7, 2022)

					oportional are (based		
Date	Cost	Ε	Building Cost	on	rental area)	Rer	maining portion
	Cambridge propert	\$	12,115.77	\$	3,263.78	\$	8,851.99
	Property insurance	\$	10,591.64	\$	2,853.21	\$	7,738.43
	Janitorial	\$	13,017.60	\$	3,506.72	\$	9,510.88
	Richardson Fire Sys	\$	20,020.10	\$	5,393.08	\$	14,627.02
	Quarterly Elevator	\$	658.36	\$	177.35	\$	481.01
	Snow Removal/Salt	\$	6,881.70	\$	1,853.81	\$	5,027.89
	H&B Security Servi	\$	1,782.58	\$	480.20	\$	1,302.38
	Yearly Plumbing Ba	\$	1,103.73	\$	297.33	\$	806.40
	Dynamic Mechanic	\$	160.46	\$	43.23	\$	117.23
	Abell Pest Control I	\$	148.50	\$	40.00	\$	108.50
	Russell Electric Ligh	\$	288.15	\$	77.62	\$	210.53
	OV Property Develo	\$	273.91	\$	73.79	\$	200.12
	Carter-Grant Mech	\$	237.30	\$	63.92	\$	173.38
	TOTAL TMI	\$	67,279.80	\$	18,124.04	\$	49,155.76
Utilities Cost (August 202	20 - July 2021)						
	Enbridge	\$	9,184.49	\$	2,474.15	\$	6,710.34
	Energy+	\$	7,206.24	\$	1,941.24	\$	5,265.00
	City of Cambridge \	\$	746.86	\$	201.19	\$	545.67
	Bell Telecommunic	\$	806.96	\$	217.38	\$	589.58
	TOTAL Utilities	\$	17,944.55	\$	4,833.96	\$	13,110.59

ReceiptDate ChequeNumber	Transaction AccNumbe Des	scriptior Red	cAmount	DisbAmount Ba	alance	Property Talnsurance Plumbing Fisher Prop Richardson H&B Securi Delta	Dynamic M Abe	ell Pest (Russell ElecOV Propert Carter-Grai Energy	- Enbridge	City Water Bell
######################################	10950753 10000 - Cas	1	107656.5	0	107656.5		-	-	_	
5/2/2022 0:00 IA-2022-04-30 - Interest Allo	10970517 32000 - Inte	1	1.92	0	1.92					
6/1/2022 0:00 IA-2022-05-30 - Interest Allo	10971325 32000 - Inte	1	2.76	0	4.68					
7/4/2022 0:00 IA-2022-06-30 - Interest Allo	10974128 32000 - Inte	1	23.84	0	28.52					
8/1/2022 0:00 IA-2022-07-30 - Interest Allo	10974514 32000 - Inte	1	1229.28	0	1257.8					
######################################	10950754 33100 - Rer	1	6928.33	0	6928.33					
######################################	10950755 33100 - Rer	1	6928.33	0	13856.66					
######################################	10951491 33100 - Rer	1	4708.33	0	18564.99					
######################################	10951493 33100 - Rer	1	4708.33	0	23273.32					
11/8/2021 0:00 00003 - One Movement - Ch	10955923 33100 - Rer	1	6928.33	0	30201.65					
12/7/2021 0:00 00004 - One Movement - Ch	10960240 33100 - Rer	1	6928.33	0	37129.98					
######################################	10960797 33100 - Rer	1	4708.33	0	41838.31					
######################################	10961321 33100 - Rer	1	4708.33	0	46546.64					
1/7/2022 0:00 00007 - One Movement - Ch	10962534 33100 - Rer	1	6928.33	0	53474.97					
1/7/2022 0:00 00007 - Emerson John Petri	10962541 33100 - Rer	1	3672.5	0	57147.47					
1/7/2022 0:00 00007 - Emerson John Petri	10962542 33100 - Rer	1	3672.5	0	60819.97					
1/7/2022 0:00 00007 - Emerson John Petri	10962543 33100 - Rer	1	3672.5	0	64492.47					
1/7/2022 0:00 00007 - Emerson John Petri	10962544 33100 - Rer	1	3764.31	0	68256.78					
2/7/2022 0:00 00008 - One Movement - Ch	10965370 33100 - Rer	1	6928.33	0	75185.11					
2/7/2022 0:00 00008 - Emerson John Petri	10965371 33100 - Rer	1	3764.31	0	78949.42					
2/7/2022 0:00 00008 - River City Church - 0	10965372 33100 - Rer	1	4708.33	0	83657.75					
2/7/2022 0:00 00008 - River City Church - 0	10965373 33100 - Rer	1	4708.33	0	88366.08					
3/7/2022 0:00 00009 - Emerson John Petri	10967238 33100 - Rer	1	3764.31	0	92130.39					
3/7/2022 0:00 00009 - River City Church - 0	10967248 33100 - Rer	1	4708.33	0	96838.72					
3/7/2022 0:00 00009 - One Movement - Ch	10967249 33100 - Rer	1	6928.33	0	103767.05					
4/5/2022 0:00 00010 - Emerson John Petri	10967239 33100 - Rer	1	3764.31	0	107531.36					
4/7/2022 0:00 00011 - One Movement - Ch	10967250 33100 - Rer	1	6928.33	0	114459.69					
5/2/2022 0:00 00012 - River City Church - 0	10968451 33100 - Rer	1	4708.33	0	119168.02					
5/5/2022 0:00 00013 - Emerson John Petri	10967240 33100 - Rer	1	3764.31	0	122932.33					
5/7/2022 0:00 00013 - One Movement - Ch	10967251 33100 - Rer	1	6928.33	0	129860.66					
6/1/2022 0:00 00014 - River City Church - 0	10968452 33100 - Rer	1	4708.33	0	134568.99					
6/5/2022 0:00 00015 - Emerson John Petri	10967241 33100 - Rer	1	3764.31	0	138333.3					
6/7/2022 0:00 00016 - One Movement - Ch	10967252 33100 - Rer	1	6928.33	0	145261.63					
7/5/2022 0:00 00017 - Emerson John Petri	10967242 33100 - Rer	1	3764.31	0	149025.94					
7/7/2022 0:00 00018 - One Movement - Ch	10967253 33100 - Rer	1	6928.33	0	155954.27					
7/7/2022 0:00 00018 - River City Church - 0	10973803 33100 - Rer	1	4708.33	0	160662.6					
7/12/2022 0:00 00019 - Walaw Inc. Via RBC	10974308 33100 - Rer	1	-5587.36	0	155075.24					
7/12/2022 0:00 00019 - Walaw Inc. Via RBC	10974308 33100 - Rer	1	-2961.69	0	152113.55					
7/12/2022 0:00 00019 - Walaw Inc. Via RBC	10974308 50008 - Salı	1	1595000	0	1595000					
################ 2 - Receiver General for Can	10951551 60200 - Filiı	2	0	72.97	-72.97					
############ 4 - Drains "R" Us Plumbing I		2	0		-50.44	50.44				
########## 5 - Dynamic Mechanical Ltd		2	0		-68.9		18.46			
######################################		2	0		-155.02				.12	
########## 8 - Abell Pest Control Inc I		2	0		-160.87			5.85		
############### 9 - Billy Bee Plumbing - Invo		2	0		-237.41	76.54				
############ 10 - Energy+ Inc Invoice #	10959047 61134 - HST	2	0	136.39	-373.8			136	.39	

HUHHHHHHHHHHH 44 December 19 - 19 4000000 C4424 US	2	•	22.45	406.05			22.45		
############### 11 - Russell Electric Inc Inv 10959625 61134 - HST	2	0	33.15	-406.95			33.15		
######################################	2	0	5.38	-412.33			5.38		
############################ 12 - Abell Pest Control Inc 10960787 61134 - HST	2	0	5.85	-418.18			5.85		
############################ 14 - Fisher Property Maintel 10960789 61134 - HST	2	0	48.1	-466.28	48.1				
######################################	2	0	67.6	-533.88	67.6				
############ 15 - OV Property Developm: 10960790 61134 - HST	2	0	7.84	-541.72			7.84		
######################################	2	0	67.6	-609.32		57.6			
######################################	2	0	-67.6	-541.72		57.6			
############### 18 - Richardson Fire System: 10960810 61134 - HST	2	0	67.6	-609.32	6	57.6			
1/27/2022 0:00 20 - H&B Security Services L 10964045 61134 - HST	2	0	8	-617.32		8			
1/27/2022 0:00 21 - Enbridge Gas Inc Invo 10964046 61134 - HST	2	0	347.16	-964.48				347.16	
1/27/2022 0:00 22 - H&B Security Services L 10964047 61134 - HST	2	0	165.1	-1129.58		165.1			
1/27/2022 0:00 24 - Energy+ Inc Invoice #- 10964049 61134 - HST	2	0	91.25	-1220.83				91.25	
1/27/2022 0:00 25 - Front Row Insurance To 10964050 61134 - HST	2	0	413.55	-1634.38	413.55				
1/27/2022 0:00 26 - Front Row Insurance To 10964051 61134 - HST	2	0	413.55	-2047.93	413.55				
2/4/2022 0:00 27 - Front Row Insurance To 10964052 61134 - HST	2	0	413.55	-2461.48	413.55				
2/23/2022 0:00 30 - Bell Canada - Invoice # 10966555 61134 - HST	2	0	44.04	-2505.52					44.04
2/24/2022 0:00 31 - Energy+ Inc Invoice #- 10966578 61134 - HST	2	0	85.37	-2590.89				85.37	
2/24/2022 0:00 31 - Energy+ Inc Invoice #- 10966578 61134 - HST	2	0	93.42	-2684.31				93.42	
3/2/2022 0:00 32 - OV Property Developm: 10966819 61134 - HST	2	0	7.32	-2691.63			7.32		
3/2/2022 0:00 33 - Fisher Property Mainter 10966820 61134 - HST	2	0	67.6	-2759.23	67.6				
3/2/2022 0:00 33 - Fisher Property Mainter 10966820 61134 - HST	2	0	67.6	-2826.83	67.6				
3/2/2022 0:00 34 - Resource Productivity 8 10967049 61134 - HST	2	0	2167.55	-4994.38					
3/2/2022 0:00 34 - Resource Productivity 8 10967052 61134 - HST	2	0	-2167.55	-2826.83					
3/23/2022 0:00 37 - Carter-Grant Mechanic: 10967750 61134 - HST	2	0	27.3	-2854.13				27.3	
3/23/2022 0:00 39 - Fisher Property Mainter 10967752 61134 - HST	2	0	166.4	-3020.53	166.4				
4/6/2022 0:00 40 - Energy+ Inc Invoice #- 10968492 61134 - HST	2	0	84.27	-3104.8				84.27	
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 61134 - HST	2	0	185.2	-3290					
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 61134 - HST	2	0	1690	-4980					
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 61134 - HST	2	0	1690	-6670					
4/19/2022 0:00 42 - Richardson Fire System: 10968927 61134 - HST	2	0	1580.4	-8250.4		30.4			
4/19/2022 0:00 42 - Richardson Fire System: 10968927 61134 - HST	2	0	286.65	-8537.05	286	5.65			
5/2/2022 0:00 44 - Energy+ Inc Invoice #- 10969572 61134 - HST	2	0	89.34	-8626.39				89.34	
5/18/2022 0:00 45 - Richardson Fire System: 10970216 61134 - HST	2	0	34.45	-8660.84		4.45			
5/18/2022 0:00 45 - Richardson Fire System: 10970216 61134 - HST	2	0	334.1	-8994.94	33	34.1			
6/3/2022 0:00 47 - Energy+ Inc Invoice #- 10971047 61134 - HST	2	0	80.73	-9075.67				80.73	
6/21/2022 0:00 51 - Fisher Property Mainter 10972784 61134 - HST	2	0	72.8	-9148.47	72.8				
7/5/2022 0:00 53 - Energy+ Inc Invoice #- 10973725 61134 - HST	2	0	94.38	-9242.85				94.38	
7/12/2022 0:00 00019 - Walaw Inc. Via RBC 10974308 61134 - HST	2	-10367.5	0	-19610.35					
7/14/2022 0:00 54 - OV Property Developm: 10973930 61134 - HST	2	0	16.37	-19626.72			16.37		
8/9/2022 0:00 55 - Energy+ Inc Invoice #- 10974712 61134 - HST	2	0	137.85	-19764.57				137.85	
############### 17 - Thornton Grout Finniga 10960792 61144 - HS	2	0	580.45	-580.45					
############### 17 - Thornton Grout Finniga 10960792 61144 - HST	2	0	343.2	-923.65					
3/23/2022 0:00 36 - Thornton Grout Finniga 10967749 61144 - HS	2	0	3364.98	-4288.63					
3/23/2022 0:00 39 - Fisher Property Maintel 10967752 61144 - HST	2	0	104	-4392.63	104				
6 /9 /3 0 3 2 0 0 0 10 Thornton Crout Finning 10071363 61144 UCT	2	^	1111	EE3C C3					
6/8/2022 0:00 48 - Thornton Grout Finniga 10971363 61144 - HS' ########### 13 - Deloitte Restructuring 10960788 64080 - Rec	2 2	0	1144 35972.87	-5536.63 -35972.87					

3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 64080 - Rec	2	0	15133.33	-51106.2					
3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 64080 - Rec	2	0	-35972.87	-15133.33					
3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 64080 - Rec	2	0	34644.46	-49777.79					
6/8/2022 0:00 49 - Deloitte Restructuring 10971399 64080 - Rec	2	0	23151.59	-72929.38					
8/4/2022 0:00 d10974640 - Deloitte Restru 10974640 64080 - Rec	2	0	16311.08	-89240.46					
1/27/2022 0:00 25 - Front Row Insurance Tc 10964050 65030 - Ins	2	0	5169.33	-5169.33	5169.33				
1/27/2022 0:00 26 - Front Row Insurance Tc 10964051 65030 - Insu	2	0	5169.33	-10338.66	5169.33				
2/4/2022 0:00 27 - Front Row Insurance Tc 10964052 65030 - Ins	2	0	5169.33	-15507.99	5169.33				
4/19/2022 0:00 42 - Richardson Fire System: 10968927 65080 - Ins	2	0	2205	-2205		2205			
4/19/2022 0:00 42 - Richardson Fire System: 10968927 65080 - Ins	2	0	12156.9	-14361.9		12156.9			
5/18/2022 0:00 45 - Richardson Fire System: 10970216 65080 - Ins	2	0	2570	-16931.9		2570			
5/18/2022 0:00 45 - Richardson Fire System: 10970216 65080 - Ins	2	0	265	-17196.9		265			
########### 17 - Thornton Grout Finniga 10960792 65127 - Leg	2	0	2640	-2640					
########### 17 - Thornton Grout Finniga 10960792 65127 - Leg	2	0	4465	-7105					
3/23/2022 0:00 36 - Thornton Grout Finniga 10967749 65127 - Leg	2	0	25884.48	-32989.48					
3/23/2022 0:00 39 - Fisher Property Maintel 10967752 65127 - Leg	2	0	800	-33789.48	80	0			
6/8/2022 0:00 48 - Thornton Grout Finniga 10971363 65127 - Leg	2	0	8800	-42589.48					
7/12/2022 0:00 00019 - Walaw Inc. Via RBC 10974308 65130 - Cor	2	-79750	0	-79750					
3/2/2022 0:00 34 - Resource Productivity 8 10967049 65148 - Oth	2	0	16673.49	-16673.49					
3/2/2022 0:00 34 - Resource Productivity 8 10967052 65148 - Oth	2	0	-16673.49	0					
1/27/2022 0:00 20 - H&B Security Services L 10964045 66010 - Sur	2	0	61.5	-61.5		61.5			
1/27/2022 0:00 22 - H&B Security Services L 10964047 66010 - Sur	2	0	1270	-1331.5		1270			
######################################	2	0	102.48	-102.48					102.48
########### 6 - Energy+ Inc Invoice # 10958465 66055 - Uti	2	0	527.34	-629.82				527.34	
########### 7 - City of Cambridge - Invoi 10958687 66055 - Uti	2	0	60.62	-690.44					60.62
######################################	2	0	856.56	-1547				856.56	
######################################	2	0	70.26	-1617.26					70.26
1/27/2022 0:00 21 - Enbridge Gas Inc Invo 10964046 66055 - Util	2	0	2670.54	-4287.8				2670.54	
1/27/2022 0:00 23 - City of Cambridge - Invc 10964048 66055 - Util	2	0	65.89	-4353.69					65.89
1/27/2022 0:00 24 - Energy+ Inc Invoice #- 10964049 66055 - Util	2	0	582.59	-4936.28				582.59	50.4
2/22/2022 0:00 29 - City of Cambridge - Invc 10966368 66055 - Util	2	0	52.1	-4988.38					52.1
2/23/2022 0:00 30 - Bell Canada - Invoice # 10966555 66055 - Util	2	0	338.78	-5327.16				540.60	338.78
2/24/2022 0:00 31 - Energy+ Inc Invoice #- 10966578 66055 - Util	2 2	0	548.68	-5875.84				548.68	
2/24/2022 0:00 31 - Energy+ Inc Invoice #- 10966578 66055 - Util 3/23/2022 0:00 38 - City of Cambridge Tax a 10967751 66055 - Util	2	0	602.24 61.84	-6478.08 -6539.92				602.24	61.84
4/6/2022 0:00 40 - Energy+ Inc Invoice #- 10968492 66055 - Util	2	0	541.15	-6539.92 -7081.07				541.15	01.04
5/2/2022 0:00 40 - Energy+ Inc Invoice #- 10968492 66055 - Util	2	0	67.79	-7081.07 -7148.86				341.13	67.79
5/2/2022 0:00 44 - Energy+ Inc Invoice #- 10969572 66055 - Util	2	0	570.42	-7148.86				570.42	07.79
6/3/2022 0:00 44 - Energy+ Inc Invoice #- 10969572 66055 - Util	2	0	86.75	-7719.28 -7806.03				3/0.42	86.75
6/3/2022 0:00 47 - Energy+ Inc Invoice #- 10971047 66055 - Util	2	0	515.45	-8321.48				515.45	30.73
7/5/2022 0:00 52 - City of Cambridge - Invc 10973724 66055 - Util	2	0	63.08	-8384.56				313.43	63.08
7/5/2022 0:00 53 - Energy+ Inc Invoice #- 10973725 66055 - Util	2	0	602.57	-8987.13				602.57	03.00
8/9/2022 0:00 55 - Energy+ Inc Invoice #- 10974712 66055 - Util	2	0	880.12	-9867.25				880.12	
######################################	2	0		-388	388			000.12	
########## 5 - Dynamic Mechanical Ltd. 10958289 66057 - Res	2	0	142	-530			142		
########### 8 - Abell Pest Control Inc I: 10958776 66057 - Res	2	0	45	-575			45		
############################ 9 - Billy Bee Plumbing - Invo 10958777 66057 - Res	2	0		-1163.75	588.75				
1110 103077 0037 NC		-	330.73	1100.70					

########### 11 - Russell Electric Inc Inv 10959625 66057 - Rep	2	0	255	-1418.75			255	
######################################	2	0	41.42	-1460.17			41.42	
############ 12 - Abell Pest Control Inc 10960787 66057 - Res	2	0	45	-1505.17			45	
############# 14 - Fisher Property Maintel 10960789 66057 - Rep	2	0	520	-2025.17	520			
############## 14 - Fisher Property Maintel 10960789 66057 - Reg	2	0	370	-2395.17	370			
########## 15 - OV Property Developm: 10960790 66057 - Rep	2	0	60.28	-2455.45			60.28	
########## 16 - Richard Fire Systems Inc 10960791 66057 - Rep	2	0	520	-2975.45		520		
############ 16 - Richard Fire Systems Inc 10960807 66057 - Rep	2	0	-520	-2455.45		-520		
############# 18 - Richardson Fire System: 10960810 66057 - Rep	2	0	520	-2975.45		520		
3/2/2022 0:00 32 - OV Property Developm: 10966819 66057 - Rep	2	0	56.21	-3031.66			56.21	
3/2/2022 0:00 33 - Fisher Property Maintel 10966820 66057 - Rep	2	0	520	-3551.66	520			
3/2/2022 0:00 33 - Fisher Property Maintel 10966820 66057 - Rep	2	0	520	-4071.66	520			
3/23/2022 0:00 37 - Carter-Grant Mechanic; 10967750 66057 - Rep	2	0	210	-4281.66				210
3/23/2022 0:00 39 - Fisher Property Maintel 10967752 66057 - Rep	2	0	1280	-5561.66	1280			
6/21/2022 0:00 51 - Fisher Property Maintel 10972784 66057 - Rep	2	0	560	-6121.66	560			
7/14/2022 0:00 54 - OV Property Developm: 10973930 66057 - Rep	2	0	125.89	-6247.55			125.89	
4/5/2022 0:00 00010 - River City Church - (10968450 66060 - Occ	2	4708.33	0	4708.33				
############## 13 - Deloitte Restructuring I 10960788 68009 - HST	2	0	4676.47	-4676.47				
3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 68009 - HST	2	0	-4676.47	0				
3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 68009 - HST	2	0	1967.33	-1967.33				
3/25/2022 0:00 d10967922 - Deloitte Restru 10967922 68009 - HST	2	0	4503.78	-6471.11				
6/8/2022 0:00 49 - Deloitte Restructuring I 10971399 68009 - HST	2	0	3009.71	-9480.82				
8/4/2022 0:00 d10974640 - Deloitte Restru 10974640 68009 - HST	2	0	2120.44	-11601.26				
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 68010 - Age	2	0	1424.66	-1424.66				
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 68010 - Age	2	0	13000	-14424.66				
4/19/2022 0:00 41 - Trinity Centres Foundat 10968926 68010 - Age	2	0	13000	-27424.66				
2/8/2022 0:00 28 - City of Cambridge - Invc 10965559 81167 - Prc	2	0	12115.77	-12115.77	12115.77			
7/12/2022 0:00 00019 - Walaw Inc. Via RBC 10974308 81167 - Pro	2	-903.55	0	-13019.32				
11/4/2021 0:00 3 - Delta Elevator Co Ltd - In 10954234 83003 - Equ	2	0	164.59	-164.59		164.59		
3/23/2022 0:00 35 - Delta Elevator Co Ltd - I 10967748 83003 - Equ	2	0	164.59	-329.18		164.59		
6/21/2022 0:00 50 - Delta Elevator Co Ltd 10972783 83003 - Equ	2	0	164.59	-493.77		164.59		
	ш							
	#	#######	######	#######				

Added after Sept 8, 2022

Front Row Insurance - Recovery	6157	-6157	
Enbridge	6166.79		6166.79
Delta Elevator	164.59	164.59	
Bell	424.14		424.14
H&B Security	277.98	277.98	
City of Cambridge - Water	116.05		116.05
Fisher Property Maintenance	1717.6	1717.6	
Trinity Centres Foundation	14690		
Trinity Centres Foundation - remainder of Q3	1469		
TGF Fees	79106.01		
Bannon Law Fees	3128.97		

TMI Costs (January 2020 - September 2021)

							Net	Re	Net ecoverable	
					Proportional Share	Re	coverable	fro	m RCC with	
Date Cost	Ви	ilding Cost	HST	Total	(based on rental area)	f	rom RCC	•	HST	
Cambridge property taxes	\$	55,971.87	\$ -	\$ 55.971.87	\$ 15.077.88	\$	40.893.99	\$	40,893.99 Rental Area	
Property insurance	\$	29.094.91	_	\$ 29.094.91			21.257.23	\$	21,257.23	
Janitorial	\$	11,520.00	1,497.60	\$ 13,017.60	* /		8,013.28	\$	9,510.88	
Fire Safety Monitoring System - HB Security	\$	608.00		\$			444.22		523.26	_
Quarterly Elevator Maintenance - Delta Elevator	\$	946.03	18.47	964.50			691.19	\$	709.66	
Elevator Yearly Certificate - TSSA	\$	100.00	\$ 5.00	\$ 105.00	\$ 26.94	\$	73.06	\$	78.06	
Snow Removal/Salt - Fisher Property Maintenance	\$	3,337.02	433.80	\$ 3,770.82	\$ 898.94	\$	2,438.08	\$	2,871.88	
Yearly Plumbing Backflow Testing	\$	783.59	\$ 101.87	\$ 885.46	\$ 211.09	\$	572.50	\$	674.37	
Dynamic Mechanical - Boiler Repair	\$	660.00	\$ 85.80	\$ 745.80	\$ 177.79	\$	482.21	\$	568.01	
PCS Security Repair - False Alarms	\$	125.00	\$ 16.25	\$ 141.25	\$ 33.67	\$	91.33	\$	107.58	
Ozone Control - Attempt to turn on existing HVAC Adr	\$	664.00	\$ 7,798.57	\$ 8,462.57	\$ 444.88	\$	219.12	\$	8,017.69	
Hammond Plumbing	\$	2,718.86	\$ 580.96	\$ 3,299.82	\$ 732.42	\$	1,986.44	\$	2,567.40	
TOTAL TMI	\$	106,529.28	\$ 10,617.36	\$ 117,146.64	\$ 29,366.63	\$	77,162.65	\$	87,780.01	
Utilities Cost										
Enbridge	\$	12,774.74	1,657.00	\$ 14,431.74			9,333.44	\$	10,990.44	
Energy+	\$	7,976.33	\$ 957.09	\$ 8,933.42			5,827.64	\$	6,784.73	
City of Cambridge Water	\$	1,052.28	\$ -	\$ 1,052.28	•		768.81	\$	768.81	
Bell Telecommunications	\$	2,025.87	\$ 263.32	\$ 2,289.19	\$ 545.74	\$	1,480.13	\$	1,743.45	
TOTAL Utilities	\$	23,829.22	\$ 2,877.41	\$ 26,706.63	\$ 6,419.19	\$	17,410.03	\$	20,287.44	

6,664 sq ft of tenant space

24,738 sq ft of rentable space 26.94% One Movement porportionate space

Total Amount that RCC owes TCC \$ 94,572.68 \$ 108,067.45

General Ledger Report Trinity Centres Cambridge From 1 October 2019 to 30 September 2021

Date	Туре	Transaction	Reference	Debit	Credit	Tax	Property Tax	Insurance	Delta Eleva HB Securit TSSA	Fisher Pro Plumbin	g Hammond Dy	namic NPCS S	ecu Ozone Cor Enb	ridge Ene	rgy+ \	Water	Bell
Accounts Pa	ayable (& Balance sheet															
Accounts D	ocoivab	Balance sheet															
Accounts iv	eceivab	M Dalatice Stieet															
Accrued exp	oenses	(I Balance sheet															
Bank charge	es (404)	N/A															
Buildings (7	10)	N/A															
Less Accum	nulated I	☐ Balance sheet															
Coldpoint H	oldings	IBalance sheet															
Consulting	& Accou	ui N/A															
_																	
Deferred Re	ntal Inc	Balance sheet															
Depreciation	n (496)	Balance sheet															
Due to/from	St. Jax	Balance sheet															
Due to/from	Trinity	(Balance sheet															
Insurance (4	,																
27/03/2020		First Insurance - Insurance		\$3,495.0		0.0%											
27/03/2020 6/04/2020	PAY	First Insurance - Insurance	Insurance LoanFIRST INSURA	\$2,227.62		0.0%											
		First Insurance - Insurance															
6/05/2020		First Insurance - Insurance	Insurance LoanFIRST INSURA			0.0%											
8/06/2020		First Insurance - Insurance First Insurance - Insurance	Insurance LoanFIRST INSURA			0.0%											
6/07/2020 6/08/2020	PAY	First Insurance - Insurance	Insurance LoanFIRST INSURA Insurance LoanFIRST INSURA			0.0%											
8/09/2020	PAY	First Insurance - Insurance	Insurance LoanFIRST INSURA			0.0%											
24/09/2020	INV	Front Row Insurance Toronto		\$1,782.0		0.0%											
6/10/2020	PAY	First Insurance - Insurance	- 2206/12	\$1,762.0		0.0%											
30/11/2020		To record Front Row Insurance	a #646	\$1,221.3		0.0%											
31/12/2020		To record Front Row Insurance		\$1,221.3		0.0%											
31/01/2021	MJ	To record Front Row Insuranc		\$1,221.3		0.0%											
28/02/2021		To record Front Row Insurance		\$1,221.3		0.0%											
		To record Front Row Insurance		\$1,221.3		0.0%											
30/04/2021	MJ	To record Front Row Insuranc		\$1,221.3		0.0%											
31/05/2021	MJ	To record Front Row Insurance		\$1,221.3		0.0%											
30/06/2021		To record Front Row Insurance		\$1,221.3		0.0%											
31/07/2021		To record Front Row Insurance		\$1,221.3		0.0%											
31/08/2021	MJ	To record Front Row Insurance	e #1044	\$1,221.3		0.0%											
30/09/2021	MJ	To record Front Row Insurance	e #1135	\$1,221.3		0.0%											
44469		Total Insurance (433)		\$29,094.9	1 \$0.0	0											
		Net movement		\$29,094.9	1			\$29,094.9	1								
Interest Exp	ense (4	ISN/A															
Janitorial ex	penses	N/A - Calculated manually															
Land (730)		N/A															
Managemen	it fee (4	8 N/A															
Marketing a	nd hosp	pi N/A															

Office Expenses (45 N/A Prepaid expenses (6 Balance sheet

Professional fees (4 N/A

Property Manageme N/A

Property taxes (439)

31/12/2020	MJ	Accrue FY2020 property tax - A #913		\$27,372.57		0.0%
27/01/2021	INV	The City of Cambridge - Propert RB94		\$40,633.27		0.0%
27/01/2021	MJ	Reversal: Accrue FY2020 prope#915			\$27,372.57	0.0%
22/07/2021	INV	City of Cambridge Property Ta> HD 2	11271999	\$15,338.60		0.0%
44469		Total Property taxes (439)		\$83,344.44	\$27,372.57	
		Net movement		\$55,971.87		
RBC 2473 (100)	Balance sheet				
Rental Depo	osits He	ek Balance sheet				
Rental inco	me (210	0) N/A				
Repairs and	d Mainte	enance (473)				
31/01/2020	INV	Cedar Hill - TSSA - Elevator Lice 2020	0131	\$103.00		0.0%
31/01/2020	INV	Cedar Hill - Delta Elevator - Cha 2020	0131	\$157.59		0.0%
1/04/2020	INV	Delta Elevator Company Limited - Lab	our Oil and Grease	\$157.59		0.0%
1/07/2020	INV	Delta Elevator Company Limited - Lab	our Oil and Grease	\$160.58		0.0%
2/09/2020	PAY	Dynamic Mechanical - Repairs		\$190.00		13.0%
14/09/2020	INV	Ozone Control - Maintenance 1601		\$314.00		13.0%
1/10/2020	INV	Delta Elevator Company Limited 9225	685	\$160.58		0.0%
15/10/2020	INV	Drains R Us Plumbing Inc Plur 2196		\$783.59		13.0%
19/10/2020	INV	Dynamic Mechanical - Repairs		\$370.00		13.0%
21/10/2020	INV	PCS Security Systems Inc Investiga	ate false alarms	\$125.00		13.0%
30/10/2020	PAY	H&B Security Centre - Security alarm		\$140.00		13.0%
30/10/2020	PAY	Technical Standards and Safety Author	ority - TSSA fee	\$100.00		5.0%
17/11/2020	INV	Tim the Key Man Inc Panic ba 1058		\$600.00		13.0%
1/01/2021	INV	Delta Elevator Company Limited 9231		\$142.11		13.0%
15/01/2021	INV	Fisher Property Maintenance - F 2021		\$612.34		13.0%
21/01/2021	INV		5604	\$270.00		13.0%
22/01/2021	INV	Hammond Plumbing and Heating 4513		\$236.36		13.0%
1/02/2021	INV	Fisher Property Maintenance - F 2021		\$600.00		13.0%
15/02/2021	INV	Fisher Property Maintenance - F 2021		\$612.34		13.0%
1/03/2021	INV	Fisher Property Maintenance - F 2021		\$900.00		13.0%
15/03/2021	INV	Fisher Property Maintenance - F 2021		\$612.34		13.0%
23/03/2021	INV	Conestoga Roofing - Conestoga 21-03		\$1,155.00		13.0%
1/04/2021	INV	Delta Elevator Company Limited 9236		\$160.58		0.0%
7/05/2021	MJ	To Record R&M paid by related #979		\$2,330.06		0.0%
21/05/2021	INV	Hammond Plumbing and Heating paid		\$2,482.50		
	INV					13.0%
1/07/2021 5/07/2021	INV	Delta Elevator Company Limited 9242 Dynamic Mechanical - Dynamic 13593		\$164.59 \$100.00		0.0%
16/07/2021	INV	Ozone Control - Ozone Control - 2058		\$350.00		13.0%
16/07/2021	INV	O&V - Canadian Tire - 2123092! HD 2		\$74.98		13.0%
28/07/2021	INV	Russell Electric - Russell Electric 2107				13.0%
	IINV				¢n nn	13.0%
44403			<i>y</i>		\$U.UU	
28/07/2021 44469 River City P		Total Repairs and Maintenance (47 Net movement		\$2,849.80 \$17,014.93 \$17,014.93	\$0.00	1
Rounding (8	860)	N/A				
Sales Tax (820)					
10/01/2020	INV	One Movement Dance INV-	0024		\$795.71	
31/01/2020	INV	Cedar Hill - Sales tax 2020	0131	\$101.59		0.0%
24/02/2020	PAY	Measurex		\$160.80		
25/02/2020	PAY		e Banking payment - 8034	\$485.04		
28/02/2020	INIV/	•	0228	\$80.76		0.0%

20200228

INV-0025

20200309

INV-0026

20200406

INV-0027

3435742

Q1 Management Fee

Online Banking payment - 1627E

Online Banking payment - 1630E

Online Banking payment - 4464E

Online Banking payment - 4465E

Online Banking payment - 4068E

3382R

28/02/2020 INV Cedar Hill - Sales tax

31/03/2020 INV Larkin Architect Limited

31/03/2020 INV Trinity Centres Foundation

Cedar Hill

9/03/2020 INV Cedar Hill

1/04/2020 INV River City

30/04/2020 PAY Cedar Hill

1/05/2020 INV River City

27/05/2020 PAY Bell

27/05/2020 PAY Bell

27/05/2020 PAY Bell

27/05/2020 PAY Bell

27/05/2020 PAY Enbridge

1/06/2020 INV H&B Security Centre

26/05/2020 CN Miller Thomson

River City

31/03/2020 INV Miller Thomson (TCF on behalf c3470587

26/05/2020 CN Miller Thomson - Sales tax (writt 3470587

1/03/2020 INV

6/04/2020 INV

\$80.76

\$12.40

\$570.38

\$4,604.28

\$3,554.20

\$12.40

\$51.82

\$7.07

\$33.25

\$26.14

\$15.44

\$155.06

0.0%

0.0%

\$541.90

\$541.67

\$541.67

\$3,589.76

\$4,604.28 0.0%

\$55,971.87

\$157.59 \$160.58 \$190.00 \$314.00 \$160.58 \$783.59 \$370.00 \$125.00 \$140.00 \$100.00 \$142.11 \$612.34 \$236.36 \$600.00 \$612.34 \$900.00 \$612.34 \$160.58 \$2,482.50 \$164.59 \$100.00 \$350.00

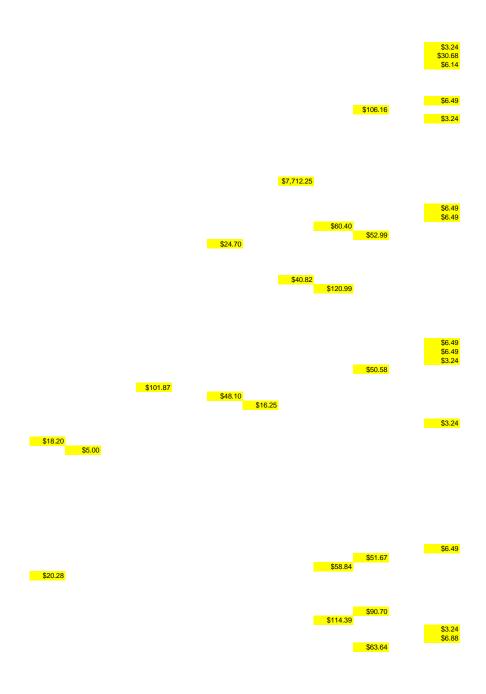
\$485.04

\$155.06

\$7.07 \$33.25 \$26.14 \$15.44

\$20.28

1/06/2020	INV	River City	INV-0028		\$541.67	
16/06/2020	PAY	Cedar Hill		\$59.05		
19/06/2020	PAY	Bell	Online Banking payment - 2538E	\$3.24		
19/06/2020	PAY	Bell Bell	Online Banking payment - 2539E	\$30.68		
22/06/2020 30/06/2020	PAY	2011	2000 004005	\$6.14		0.0%
	INV	Safetech Environmental - Sales		\$416.65		0.0%
30/06/2020		Trinity Centres Foundation	Q2 Management Fee	\$3,554.20	CC 44 C7	
3/07/2020 27/07/2020	PAY	River City Bell	Rent/LeaseRIVER CITY CHRI	\$6.49	\$541.67	
27/07/2020	PAY		Online Banking payment - 5601E	\$106.16		
30/07/2020	PAY	Energy+ Bell	Online Banking payment - 5603E	\$3.24		
30/07/2020	INV		Online Banking payment - 2570E 2020 - 204	\$227.50		
31/07/2020	INV	M.A. Bryan Engineering Inc. Larkin Architect Limited	3439	\$880.75		
31/07/2020	INV	TACOMA ENGINEERS INC.	76109	\$265.06		
3/08/2020	PAY	LiveCA	Business PADLIVECA LLP	\$37.50		
11/08/2020	INV	IN THE WOODS LIMITED	10945	\$20.15		
17/08/2020	PAY	River City	Rent/Lease	\$20.15	\$541.67	
19/08/2020	INV	Ozone Control	1517	\$7,712.25	φ341.07	
31/08/2020	INV	Larkin Architect Limited	3456	\$529.75		
1/09/2020	PAY	LiveCA	Business PADLIVECA LLP	\$37.50		
2/09/2020	PAY	Bell	Online Banking payment - 4137E	\$6.49		
2/09/2020	PAY	Bell	Online Banking payment - 4138E	\$6.49		
2/09/2020	PAY	Enbridge	Online Banking payment - 4140E	\$60.40		
2/09/2020	PAY	Energy+	Online Banking payment - 4139E	\$52.99		
2/09/2020	PAY	Dynamic Mechanical	Offiline Bariking payment - 4139t	\$24.70		
9/09/2020	PAY	One Movement Dance		\$24.70	\$796.49	
9/09/2020	PAY	One Movement Dance			\$795.71	
14/09/2020	PAY	River City	Rent/LeaseRIVER CITY CHRI		\$541.67	
14/09/2020	INV	Ozone Control	1601	\$40.82	\$541.67	
30/09/2020	INV	Enbridge	1601	\$120.99		
30/09/2020	INV		3463	\$468.00		
30/09/2020	INV	Larkin Architect Limited Trinity Centres Foundation	Q3 Management Fee	\$3,554.20		
1/10/2020	PAY	LiveCA	Business PADLIVECA LLP	\$3,554.20		
1/10/2020	INV	NEXTGEN Heating And Cooling		\$197.08		
1/10/2020	INV	One Movement Dance	INV-0002	ψ197.00	\$797.06	
5/10/2020	INV	Rell	IIV-0002	\$6.49	\$191.00	
8/10/2020	PAY	Bell		\$6.49		
8/10/2020	PAY	Bell		\$3.24		
8/10/2020	PAY	Energy+		\$50.58		
14/10/2020	PAY	River City		φ30.36	\$541.67	
15/10/2020	INV	Drains R Us Plumbing Inc.	21963	\$101.87	φ341.07	
19/10/2020	INV	Dynamic Mechanical	21903	\$48.10		
21/10/2020	INV	PCS Security Systems Inc.		\$16.25		
21/10/2020	INV	Copper Tech Electrical Solutions	2020-1109	\$167.70		
25/10/2020	INV	Bell	2020 1103	\$3.24		
26/10/2020	INV	Reno Pro Craft	0100-RCC	\$754.00		
30/10/2020	PAY	H&B Security Centre	01001100	\$18.20		
30/10/2020	PAY	Technical Standards and Safety	Authority	\$5.00		
31/10/2020	INV	TACOMA ENGINEERS INC.	77224	\$166.22		
31/10/2020	INV	Larkin Architect Limited	3478	\$756.60		
1/11/2020	INV	LiveCA	3476	\$37.50		
1/11/2020	INV	One Movement Dance	INV-0003	φ37.30	\$797.06	
3/11/2020	INV	Russell Electric	60914	\$799.63	ψ131.00	
3/11/2020	INV	Russell Electric	60915	\$186.06		
4/11/2020	PAY	One Movement Dance	000.0	ψ100.00	\$797.06	
9/11/2020	PAY	One Movement Dance		\$797.06	φ. σσσ	
12/11/2020	PAY	River City		ψ, σ, .σσ	\$541.67	
17/11/2020	INV	Tim the Key Man Inc.	10589	\$78.00	φο 11.01	
18/11/2020	PAY	Bell	10000	\$6.49		
18/11/2020	PAY	Energy+		\$51.67		
18/11/2020	PAY	Enbridge		\$58.84		
1/12/2020	INV	H&B Security Centre	174635	\$20.28		
1/12/2020	INV	LiveCA	24839	\$37.50		
1/12/2020	INV	One Movement Dance	INV-0004	φοι.σσ	\$797.06	
1/12/2020	INV	River City	INV-0005		\$541.67	
22/12/2020	INV	Energy+ Inc.	RB9455665831	\$90.70	ψ041.07	
22/12/2020	PAY	Enbridge	Online Banking payment - 3349E	\$114.39		
22/12/2020	PAY	Bell	Online Banking payment - 3358E	\$3.24		
22/12/2020	PAY	Bell	Online Banking payment - 3363E	\$6.88		
22/12/2020	PAY	Energy+ Inc.	Online Banking payment - 3353E	\$63.64		
30/12/2020	PAY	RBC		\$22.23		
31/12/2020	INV	Trinity Centres Foundation	Q4 Management Fee	\$3,554.20		
31/12/2020						
	INV	Russell Electric	60789D	\$182.86		
31/12/2020	INV INV	Russell Electric Price Construction	60789D Oct 20 / 2020	\$182.86 \$552.50		



31/12/2020	IND/	Hammond Plumbing and Heatin	on 45066	\$227.50					\$227.50		
1/01/2021	INV	River City	INV-0007		\$541.67				Ψ221.30		
1/01/2021 1/01/2021	INV PAY	Bell Proactive Training	RB9462765415	\$3.24	\$676.28						\$3.24
1/01/2021	INV	Trinity Centres Foundation	INV-0017	\$4,074.21	ψ070.20						
1/01/2021	INV	Receiver General - GST/HST re		040.47	\$17,202.05	0.0%	040.47				
1/01/2021 1/01/2021	INV	Delta Elevator Company Limite One Movement Dance	d 9231403 INV-0006	\$18.47	\$840.67		\$18.47				
5/01/2021	INV	Bell	RB9462765417	\$6.49	*******						\$6.49
6/01/2021	INV	Enbridge	RB9457761236	\$113.35				\$70.00		\$113.35	
15/01/2021 21/01/2021	INV	Fisher Property Maintenance Energy+ Inc.	2021027 RB9462766491	\$79.60 \$93.40				\$79.60		\$93.40	
	INV	654 Sign	20215604	\$35.10							
		Hammond Plumbing and Heatin		\$30.73					\$30.73		\$3.24
25/01/2021 1/02/2021	INV	Bell River City	RB9478514537 INV-0009	\$3.24	\$541.67						\$3.24
1/02/2021	INV	Proactive Training	INV-0016		\$422.50						
1/02/2021	INV	Fisher Property Maintenance	2021210 INV-0008	\$78.00	6040.07			\$78.00			
1/02/2021 5/02/2021	INV	One Movement Dance Bell	RB9478514539	\$6.49	\$840.67						\$6.49
8/02/2021	INV	Enbridge	RB9478518236	\$180.28						\$180.28	
	INV	Fisher Property Maintenance	2021212	\$79.60				\$79.60		\$50.79	
19/02/2021 1/03/2021	INV	Energy+ Inc. River City	RB9478497121 INV-0011	\$50.79	\$541.67					\$50.79	
1/03/2021	INV	Proactive Training	INV-0013		\$422.50						
1/03/2021	INV	One Movement Dance	INV-0012	0447.00	\$840.66			6447.00			
1/03/2021 5/03/2021	INV	Fisher Property Maintenance Bell	2021211 RB9494638640	\$117.00 \$6.49				\$117.00			\$6.49
15/03/2021	INV	Skylight Video Productions	INV-0015		\$19.50						
	INV	Fisher Property Maintenance	2021213	\$79.60				\$79.60			
19/03/2021 23/03/2021		IN THE WOODS LIMITED Conestoga Roofing	12731 21-0215	\$11.17 \$150.15							
31/03/2021		Larkin Architect Limited	3526	\$266.41							
1/04/2021	INV	River City	INV-0018		\$541.67						
1/04/2021 1/04/2021	INV	Proactive Training One Movement Dance	INV-0020 INV-0019		\$422.50 \$840.66						
1/04/2021	INV	Trinity Centres Foundation	INV-0032	\$4,074.21							
6/04/2021	INV	Enbridge	HD 213238275 HD 188886839	\$218.99						\$218.99	\$3.34
25/04/2021 1/05/2021	INV	Bell River City	INV-0021	\$3.34	\$541.67						\$3.34
1/05/2021	INV	Proactive Training	INV-0023		\$422.50						
1/05/2021 3/05/2021	INV PAY	One Movement Dance Bell	INV-0022	\$6.48	\$840.66						\$6.48
5/05/2021	INV	Enbridge	RB9518663126	\$60.39						\$60.39	φ0.46
5/05/2021	INV	Bell	HD 188886841	\$6.69							\$6.69
	INV	Energy+ Inc.	HD 188886842 g paid on MasterCard July 2021	\$126.70 \$322.73					\$322.73	\$126.70	
	INV	Bell	HD 193914103	\$3.44					φ322.13		\$3.44
1/06/2021	INV	River City	INV-0029		\$541.67						
1/06/2021 1/06/2021	INV	Proactive Training	INV-0031 INV-0030		\$422.50 \$840.66						
1/06/2021	INV	One Movement Dance H&B Security Centre	178917	\$20.28	\$040.00		\$20.28				
3/06/2021	INV	Bell	HD 219387491	\$13.18							\$13.18
	INV	Enbridge Bell	page 1 of 2 HD 202042205	\$64.60 \$3.34						\$64.60	\$3.34
1/07/2021	INV	River City	INV-0032	φ3.34	\$541.67						ψ3.34
1/07/2021	INV	Proactive Training	INV-0034		\$422.50						
1/07/2021 5/07/2021	INV	One Movement Dance Dynamic Mechanical	INV-0033 35933	\$13.00	\$840.66				\$13.00		
		Ozone Control	2058	\$45.50					\$4	5.50	
16/07/2021		O&V	HD 212309290	\$9.75							
21/07/2021 28/07/2021		Energy+ Inc. Russell Electric	HD 203780606 21072	\$155.47 \$370.47						\$155.47	
1/08/2021	INV	River City	INV-0035	ψ510.41	\$541.67						
1/08/2021	INV	Proactive Training	INV-0037		\$422.50						
		One Movement Dance	INV-0036		\$840.66					\$114.99	
1/08/2021	INV			\$114 99							
	INV INV INV	Energy+ Inc. Enbridge		\$114.99 \$19.17						\$19.17	
1/08/2021 10/08/2021 31/08/2021 31/08/2021	INV INV INV	Energy+ Inc. Enbridge Bell Telephone		\$19.17 \$6.58							\$6.58
1/08/2021 10/08/2021 31/08/2021 31/08/2021 31/08/2021	INV INV INV	Energy+ Inc. Enbridge Bell Telephone Bell Internet	INV-0038	\$19.17	\$541.67						\$6.58 \$13.58
1/08/2021 10/08/2021 31/08/2021 31/08/2021	INV INV INV	Energy+ Inc. Enbridge Bell Telephone	INV-0038 INV-0040	\$19.17 \$6.58	\$541.67 \$422.50						\$6.58 \$13.58
1/08/2021 10/08/2021 31/08/2021 31/08/2021 31/08/2021 1/09/2021	INV INV INV INV INV	Energy+ Inc. Enbridge Bell Telephone Bell Internet River City		\$19.17 \$6.58							\$6.58 \$13.58

44469		Total Sales Tax (820)	\$48,514.22	\$52,905.94
		Net movement		\$4,391.72
Security exp	enses	(490)		
31/01/2020	INV	Cedar Hill - H&B Securities - Mo 20200131	\$52.00	0.0%
31/01/2020	INV	Cedar Hill - Barber Collins - Sec 20200131	\$247.00	0.0%
28/02/2020	INV	Cedar Hill - H&B Securities - Mo 20200228	\$26.00	0.0%
1/06/2020	INV	H&B Security Centre - Six (6) months monitoring from June1 to N	\$156.00	13.0%
1/12/2020	INV	H&B Security Centre - Six (6) mi 174635	\$156.00	13.0%
1/06/2021 44469	INV	H&B Security Centre - H&B Sec: 178917 Total Security expenses (490)	\$156.00 \$793.00	13.0% \$0.00
44403		Net movement	\$793.00	\$0.00
Telecommui 31/01/2020	nicatio	n expenses (489) Cedar Hill - Bell Canada - Phone 20200131	\$93.44	0.0%
28/02/2020	INV	Cedar Hill - Bell Canada - Phone 20200131 Cedar Hill - Bell Canada - Phone 20200228	\$98.38	0.0%
9/03/2020	INV	Cedar Hill - Bell Canada - Phone 20200309	\$95.38	13.0%
6/04/2020	INV	Cedar Hill - Bell Canada - Phone 20200406	\$95.38	13.0%
27/05/2020	PAY	Bell - Telecommunication expens Online Banking payment - 1627E	\$54.39	13.0%
27/05/2020	PAY	Bell - Telecommunication expens Online Banking payment - 1630E	\$255.76	13.0%
27/05/2020	PAY	Bell - Telecommunication expens Online Banking payment - 4464E	\$201.06	13.0%
27/05/2020	PAY	Bell - Telecommunication expens Online Banking payment - 4465E	\$118.78	13.0%
19/06/2020	PAY	Bell - Telecommunication expens Online Banking payment - 2538E	\$24.95	13.0%
19/06/2020 22/06/2020	PAY	Bell - Telecommunication expens Online Banking payment - 2539E	\$235.98 \$47.26	13.0% 13.0%
27/06/2020	PAY	Bell - Telecommunication expense Bell - Telecommunication expens Online Banking payment - 5601E	\$47.26 \$49.95	13.0%
28/07/2020	PAY	Cedar Hill - Telecommunication expense (no sales tax per call w/ Mic		\$266.66 0.0%
30/07/2020	PAY	Bell - Telecommunication expens Online Banking payment - 2570E	\$24.95	13.0%
2/09/2020	PAY	Bell - Telecommunication expens Online Banking payment - 4137E	\$49.95	13.0%
2/09/2020	PAY	Bell - Telecommunication expens Online Banking payment - 4138E	\$49.89	13.0%
5/10/2020	INV	Bell - Telecommunication expense	\$49.95	13.0%
8/10/2020	PAY	Bell - Telecommunication expense	\$49.95	13.0%
8/10/2020	PAY	Bell - Telecommunication expense	\$24.95	13.0%
25/10/2020	INV	Bell - Telecommunication expense	\$24.95	13.0%
18/11/2020	PAY	Bell - Telecommunication expense	\$49.95	13.0%
22/12/2020	PAY	Bell - Telecommunication expens Online Banking payment - 3358E	\$24.95	13.0%
22/12/2020	PAY	Bell - Telecommunication expens Online Banking payment - 3363E	\$52.94	13.0%
1/01/2021	INV	Bell - Telecommunication expens RB9462765415	\$24.95	13.0%
5/01/2021	INV	Bell - Telecommunication expens RB9462765417	\$49.95	13.0%
25/01/2021 5/02/2021	INV	Bell - Telecommunication expens RB9478514537 Bell - Telecommunication expens RB9478514539	\$24.95 \$49.95	13.0% 13.0%
5/02/2021	INV	Bell - Telecommunication expens RB9494638640	\$49.95 \$49.95	13.0%
25/04/2021	INV	Bell - Bell - 188886839 HD 188886839	\$25.67	13.0%
3/05/2021	PAY	Bell - Telecommunication expense	\$49.84	13.0%
5/05/2021	INV	Bell - Bell - 188886841	\$51.44	13.0%
25/05/2021	INV	Bell - Bell - 193914103 HD 193914103	\$26.42	13.0%
3/06/2021	INV	Bell - Bell - 219387491	\$101.39	13.0%
25/06/2021	INV	Bell - Bell - 202042205 HD 202042205	\$25.70	13.0%
31/08/2021	INV	Bell Telephone - Telephone bill	\$50.63	13.0%
31/08/2021	INV	Bell Internet - Bell Internet services	\$104.47	13.0%
44469		Total Telecommunication expenses (489)	\$2,408.45 \$2,141.79	\$266.66
		Net movement	\$2,141.79	
Utilities Exp				
31/01/2020	INV	Cedar Hill - Energy+ - Hydro 20200131	\$267.39	0.0%
25/02/2020	PAY	Enbridge - Hydro Online Banking payment - 8034	\$3,731.11	13.0%
28/02/2020	INV	Cedar Hill - Energy+ - Hydro 20200228	\$338.83	0.0%
30/04/2020	PAY	Cedar Hill - Hydro - First United Church	\$398.60	13.0%
27/05/2020	PAY	Enbridge - Hydro Online Banking payment - 4068E	\$1,192.81	13.0%
16/06/2020 27/07/2020	PAY	Cedar Hill - Energy+	\$454.26 \$816.65	13.0% 13.0%
2//0//2020	PAY	Energy+ - Electrical expense Online Banking payment - 5603E Enbridge - Hydro Online Banking payment - 4140E	\$816.65 \$464.60	13.0%
2/09/2020	PAY	Energy+ - Electrical expense Online Banking payment - 4139E	\$404.60 \$407.60	13.0%
30/09/2020	INV	Enbridge - Hydro	\$930.69	13.0%
	PAY	Energy+ - Electrical expense	\$389.08	13.0%
	PAY	Energy+ - Electrical expense	\$397.43	13.0%
8/10/2020		Enbridge - Hydro	\$452.61	13.0%
8/10/2020	PAY	Elibriage - riyaro		
8/10/2020 18/11/2020 18/11/2020		Energy+ Inc Electrical expensi RB9455665831	\$468.27	13.0%
8/10/2020 18/11/2020 18/11/2020 22/12/2020	PAY		\$468.27 \$879.93	
8/10/2020 18/11/2020 18/11/2020 22/12/2020 22/12/2020	PAY INV	Energy+ Inc Electrical expensi RB9455665831		13.0%
8/10/2020 18/11/2020 18/11/2020 22/12/2020 22/12/2020 22/12/2020	PAY INV PAY	Energy+ Inc Electrical expensi RB9455665831 Enbridge - Hydro Online Banking payment - 3349E	\$879.93	13.0% 13.0%
8/10/2020 18/11/2020 18/11/2020 22/12/2020 22/12/2020 22/12/2020 6/01/2021	PAY INV PAY PAY	Energy+ Inc Electrical expensi RB9455665831 Enbridge - Hydro Online Banking payment - 3349E Energy+ Inc Electrical expensi Online Banking payment - 3353E	\$879.93 \$489.50	13.0% 13.0% 13.0%
8/10/2020 18/11/2020	PAY INV PAY PAY INV	Energy+ Inc Electrical expensi RB9455665831 Enbridge - Hydro Online Banking payment - 3349E Energy+ Inc Electrical expensi Online Banking payment - 3353E Enbridge - Hydro RB9457761236	\$879.93 \$489.50 \$871.88	13.0% 13.0% 13.0% 13.0% 13.0% 13.0%

\$156.00 \$156.00 \$156.00

> \$54.39 \$255.76 \$201.06 \$118.78 \$24.95 \$235.98 \$47.26 \$49.95 \$24.95 \$49.95 \$49.89 \$49.95 \$49.95 \$24.95 \$24.95 \$49.95 \$24.95 \$52.94 \$24.95 \$49.95 \$24.95 \$49.95 \$49.95 \$25.67 \$49.84 \$51.44 \$26.42 \$101.39 \$25.70 \$50.63 \$104.47

\$3,731.11

\$1,192.81

	\$816.65
\$464.60	
	\$407.60
\$930.69	
	\$389.08
	\$397.43
\$452.61	
	\$468.27
\$879.93	
	\$489.50
\$871.88	
	\$478.80
1.386.80	
,	\$390.65

			TOTAL HST	_	-	18.47	79.04	5.00	433.80	101.87	580.96	85.80	16.25	7,798.57	1,657.00	957.09	_	263.32
		7	TOTAL	55,971.87 2	29,094.91	964.50	687.04	105.00	3,770.82	885.46	3,299.82	745.80	141.25	8,462.57	14,431.74	8,933.42	1,052.28	2,289.19
Total		\$4,500,485.47	\$4,500,485.47															
	Net movement	\$1,086.39																
44469	Total Water expense (454)	\$1,086.39	\$0.00															
9/09/2021 INV	The Corporation Of The City of (HD 216518550	\$41.34	0.0%														\$41.34	į.
12/08/2021 INV	The Corporation Of The City of (HD 210084457	\$46.94	0.0%														\$46.94	
15/07/2021 INV	The Corporation Of The City of (HD 219392028	\$5.60	0.0%														\$5.60	
13/05/2021 INV	The Corporation Of The City of (HD 219391954	\$174.18	0.0%														\$174.18	š
3/05/2021 PAY	The City of Cambridge - Water	\$188.26	0.0%														\$188.26	ز
25/02/2021 PAY	The City of Cambridge - Water Online Banking payment - 0862	\$31.70	0.0%														\$31.70	
14/01/2021 INV	The City of Cambridge - Water RB9462763560	\$79.90	0.0%														\$79.90	
22/12/2020 PAY	The City of Cambridge - Water Online Banking payment - 04120	\$118.46	0.0%														\$118.46	
12/11/2020 INV	The City of Cambridge - Water	\$49.02	0.0%														\$49.02	2
3/10/2020 INV	The City of Cambridge - Water	\$9.19	0.0%														\$9.19	
2/09/2020 PAY	The City of Cambridge - Water Online Banking payment - 46710	\$110.00	0.0%														\$110.00	j
28/07/2020 PAY	The City of Cambridge - Water Online Banking payment - 56310	\$25.13	0.0%														\$25.13	
28/07/2020 PAY	The City of Cambridge - Water Online Banking payment - 17800	\$31.70	0.0%														\$31.70	
2/07/2020 PAY	,	\$140.86	0.0%														\$140.86	
28/02/2020 INV	Cedar Hill - City Cambridge - Wt 20200228	\$17.23	0.0%															
31/01/2020 INV	Cedar Hill - City Cambridge - W: 20200131	\$16.88	0.0%															
Water expense (4	154)																	
	Net movement	\$22,210.15																
14469	Total Utilities Expense (488)	\$22,210.15	\$0.00															
13/09/2021 INV	Enbridge - Enbridge - 21323827 HD 217662011	\$42.28	13.0%												\$42.28			
31/08/2021 INV	Enbridge - Gas Bill	\$147.50	13.0%												\$147.50			
10/08/2021 INV	Energy+ Inc Hydro Bill	\$884.57	13.0%													\$884.57		
21/07/2021 INV	Energy+ Inc Energy+ - 20378/HD 203780606	\$1,195.90	13.0%													\$1,195.90		
23/06/2021 INV	Enbridge - Enbridge - 21323827 page 1 of 2	\$496.90	13.0%												\$496.90)		
21/05/2021 INV	Energy+ Inc Energy+ - 18888/HD 188886842	\$974.63	13.0%													\$974.63		
5/05/2021 INV	Enbridge - Hydro RB9518663126	\$28.56	0.0%												\$28.56			
5/05/2021 INV	Enbridge - Hydro RB9518663126	\$464.54	13.0%												\$464.54			
5/04/2021 INV	Enbridge - Enbridge - 21323827 HD 213238275	\$1,684.53	13.0%												\$1,684.53			
2/03/2021 INV																		

One Movement Payment Breakdown (August 2020 - June 2021)

	2	2020 Lease Payments Received (including HS	T)	Base	Rent	TMI	ŕ	Utilities	HST	
August		\$ 6,91	6.55	\$	4,166.67	\$	1,250.00	\$704.17		\$795.71
September		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
October		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
November		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
December		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
January		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
February		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
March		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
April		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
May		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
June		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
July		\$ 6,92	8.33	\$	4,166.67	\$	1,250.00	\$714.60		\$797.07
	TOTAL	\$ 83,12	8.18	\$	50,000.04	\$	15,000.00	\$8,564.77	\$	9,563.43

One Movement Cost Breakdown (August 2020 - July 2021)

TMI Costs (August 2020 - December 2020)

00313 (/ lagust 2020	2000201				oportional Share based on rental
Date	Cost	В	Building Cost	,	area)
	Cambridge property taxes	\$	27,707.93	\$	7,464.05
	Property insurance	\$	14,656.60	\$	3,948.24
	Janitorial	\$	11,520.00	\$	3,103.29
Scheduled Maintenanc	e				
	Fire Safety Monitoring System - HB Security	\$	312.00	\$	84.05
	Bell Telecommunications	\$	1,021.15	\$	275.08
	Quarterly Elevator Maintenance - Delta Elevator	\$	646.33	\$	174.11
	Elevator Yearly Certificate - TSSA	\$	100.00	\$	26.94
	Snow Removal/Salt - Fisher Property Maintenance	\$	3,337.02	\$	898.94
	Yearly Plumbing Backflow Testing	\$	783.59	\$	211.09
Maintenance Repairs					
	Water Pipe Repair - Hammond Plumbing	\$	236.36		63.67
	Dynamic Mechanical - Boiler Repair	\$	370.00	\$	99.67
	PCS Security Repair - False Alarms	\$	125.00	\$	33.67
	Ozone Control - Attempt to turn on existing HVAC A		314.00	\$	210.38
	Hammond Plumbing - Drain Clear Out	\$	2,330.06	\$	627.68
	Hammond Plumbing - Drain Clear Out	\$	2,482.50	\$	668.74
	TOTAL TMI	\$	65,942.54	\$	17,889.60
Utilities Cost (August 2	020 - July 2021)				
	Enbridge & Energy +	\$	18,115.44	\$	4,879.99
	City of Cambridge Water	\$	764.09	\$	205.83
	TOTAL Utilities	\$	18,879.53	\$	5,085.83

Rental Area	6,664 sq ft of tenant space
	24,738 sq ft of rentable space
	26.94% One Movement porportionate space

Note: This schedule was prepared by TCF and provided to the Receiver on 10/28/2021.

This period is inclusive of the full period used to calculate the pre-filing amount owing by RCC

The amount owing to OM is a pre-filing amount

	_	
TMI Paid	\$1	15,000.00
TMI Expense	\$:	17,889.60
TMI Owed to TCC	\$	2,889.60
Utilities Paid	\$	8,564.77
Utilities Expense	\$	5,085.83
Utilities Owed to TCC	-\$	3,478.94
Total TMI and Utilities		
Owed to TCC -\$ 589.34		



LAWYERS

4080 Confederation Pkwy, Suite 501 Mississauga, Ontario L5B 0G 1

Tel: (905) 272-3412 Fax: (905) 272-0142 www.bannonlaw.ca

J. Paul Bannon paul@bannonlaw.ca

June 30, 2022

Toni Vanderlaan

Partner | Financial Advisory | Turnaround and Restructuring Deloitte

Bay Adelaide East, 8 Adelaide St. W., Suite 200, Toronto, ON, M5H 0A9

D: 1 416 354 0501 | M: 1 416 671 6301

tvanderlaan@deloitte.ca

Dear Ms. Vanderlaan:

Re: Coldpoint Holdings Limited

I refer to your email of June 6, 2022 and subsequent emails.

I report as follows concerning the security held by Coldpoint Holdings Limited ("Coldpoint").

Coldpoint obtained an order in the Ontario Superior Court of Justice on September 21, 2021, which appointed Deloitte Restructuring Inc. as receiver of the assets, undertaking, and properties of Trinity Centres Cambridge ("Trinity").

You asked me to review the following items of security, which were taken by Coldpoint in connection with its loan to Trinity and which were contained in a closing book originally delivered by lawyers Wildeboer Dellelce LLP:

- 1. Loan Agreement dated March 5, 2020.
- 2. Electronic Mortgage, which contained Standard Charge Terms 200033
- 3. Paper Mortgage, which contained Standard Charge Terms 200033;
- 4. General Assignment of Rents;
- 5. Site Specific Security Agreement;
- 6. Assignment of Contracts, Warranties and Insurance Policies
- 7. Environmental Indemnity Agreement
- 8. PPSA registration; and
- 9. Standard Charge Terms 200033;

The loan to Trinity was made pursuant to a loan agreement (the "Loan Agreement") dated March 5, 2020, wherein Coldpoint was the Lender and Trinity was the Borrower.

I note that Trinity is a corporation incorporated under the *Canada Not-For-Profit Corporations Act*. Its certificate of incorporation dated October 18, 2019, contains no restrictions on the powers of Trinity. I note that by-law 2019-1 of the corporation provides that the corporation may, without authorization of the members, borrow and give security. Said by-law also provides that the board of directors may appoint any officer or other person on behalf of the corporation to sign documents generally or to sign specific documents. I reviewed a Unanimous Members Agreement dated February 7, 2020, which provides, in section II.02, that consent of all of the members of the corporation is required for creating any indebtedness or granting any encumbrances on corporation property. I reviewed a consent document dated February 27, 2020, by which those members approved the Loan Agreement in favour of Coldpoint and the granting of the security required by said Loan Agreement.

An Acknowledgement and Direction (Charge) in connection with electronic mortgage security was signed by Narina Whitman, Director, dated March 5, 2020, authorizing electronic registration of the mortgage and assignment of rents in favour of Coldpoint over that portion of the subject property which had been converted to Land Titles. Said mortgage was registered on March 5, 2020, as instrument WR 1247054 against title to the property at 15 Wellington St., Cambridge.

A Charge/Mortgage of Land over that part of the property which had not been converted to Land Titles was signed by Narina Whitman, Director, on March 5, 2020, and was registered in the Land Registry Office for Waterloo on March 5, 2020, as instrument R1584872.

A General Assignment of Rents over that whole of the property was signed by Narina Whitman, Director, on March 5, 2020, and was registered in the Land Registry Office for Waterloo on March 5, 2020, as instrument R1584873 over that part of the property which had not been converted to Land Titles. The electronic assignment of rents was registered as instrument WR 1247059 on the same date over that part of the property which had been converted to Land Titles.

A General Security Agreement dated March 5, 2020, was signed by Narina Whitman, Director. This document granted to Coldpoint a security interest in present and after-acquired personal property of Trinity, not including consumer goods, situate at, used in connection with, or related to the properties described in the mortgages. This document was given to secure payment and performance of all present and future obligations of Trinity to Coldpoint. Perfection of the security interest was accomplished by registration pursuant to the Ontario *Personal Property Security Act* under file 760509414, registration 20200302 0945 1862 9628. The PPSA search which I reviewed showed that there were no other security interests registered pursuant to the PPSA.

An Assignment of Contracts, Warranties and Insurance Policies was signed by Narina Whitman, Director, on March 5, 2020. Pursuant to this agreement, Trinity assigned to Coldpoint Contracts,

Warranties, and Insurance Policies as defined therein, as general and continuing collateral security to Coldpoint, for the performance of the Obligations as defined therein.

An Environmental Indemnity Agreement was signed by Narina Whitman, Director, on March 5, 2020. Pursuant to this agreement, Trinity indemnified Coldpoint against any losses, etc. arising from certain environmental issues, as defined therein.

I reviewed a Certificate of Officer dated March 5, 2020, signed by Graham Singh as CEO of Coldpoint. Attached, *inter alia*, was a certified copy of a resolution of the directors of Trinity authorizing the borrowing and the giving of the various security documents.

I viewed a Certificate of Compliance dated March 5, 2020, and a BIA search dated January 31, 2020. I assumed that the facts stated in the BIA search were still true as of March 5, 2020.

The Loan Agreement, the electronic mortgage, the paper mortgage, the electronic assignment of rents, the paper assignment of rents, the General Security Agreement, the Assignment of Contracts and the Environmental Indemnity are referred to below as the "Documents".

Based upon the foregoing provided documents, I am of the opinion that:

- 1. Trinity is a corporation incorporated pursuant to the laws of Canada and, at the time of executing the Documents, had all necessary power to execute and deliver, and to perform its obligations under the Documents.
- 2. The execution, delivery and performance of each of the Documents have been duly authorized by Trinity and each of the Documents have been duly executed and delivered by the corporation and is an enforceable obligation of the corporation subject to bankruptcy and insolvency laws of general application and the discretion of the courts in granting equitable remedies.
- 3. The execution, delivery and performance of the Documents do not conflict with, or result in any breach or default under any of the constating documents, by-laws or resolutions of Trinity or to the best of our knowledge, any unanimous Members Agreement entered into by the members of the Corporation, or any agreement, contract, debenture or instrument to which the Corporation is a party.

The opinions expressed herein are subject to the following qualifications:

- 1. The opinions expressed above are limited to the laws of Canada and the laws of Ontario in force on the date that the Documents were signed.
- 2. The enforceability of the obligations of Trinity are subject to bankruptcy, insolvency, moratorium, and other legislation affecting creditors rights generally, and no opinion is expressed herein as to the availability of any equitable remedy.

I did not participate in any capacity in the making of the loan or the taking of the security referred to herein. I have not given any advice to any parties in connection with any remedies available pursuant to the Documents, arising from any default on the part of Trinity.

Yours truly,

J. PAUL BANNON

JPB/ms Encls.

APPENDIX "V"

Letter dated October 14, 2022 from counsel to RCC

APPENDIX "V"

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To: Sara J. Erskine
Office: 416-597-5408
E-mail: Sara.erskine@wehlitigation.com

WITH PREJUDICE

October 14, 2022

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams TGF Thornton Grout Finnigan LLP

Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

Thank you for providing the information on the TMI for 15 Wellington Street ("15 Wellington").

River City Christian Reformed Church ("RCC") disagrees with the Receiver's calculation of TMI owing for the rentable space occupied by RCC at 15 Wellington. The calculation does not take into account the accurate situation of the leased premises by the three tenants of 15 Wellington, their lease agreements, and the charitable status of RCC. RCC has calculated the amount of TMI for its rentable space as \$44,903.00.

As set out in our letters of August 12 and 23, 2022, RCC's rentable space at 15 Wellington is 6,538 sq ft. We have provided you with the basis upon which this was calculated and why the calculation of the rentable space by the Receiver is incorrect. We will not reiterate those positions in this letter. However, the Receiver's continued use of 24,738 total rentable place affects the calculation of the TMI for each of the three rented spaces at 15 Wellington.

Percentage of Rental Space

As the Receiver is aware, after the Single Lease and Option Agreement was entered into with RCC, TCC entered into agreements with One Movement and ProActive Fitness to rent out portions of RCC's premises. These agreements are directly with TCC as the landlord and One Movement and ProActive Fitness as tenants. RCC had no involvement in these agreements and is not a party to these agreements. TCC agreed to the terms of the lease agreements with One Movement and Proactive Fitness, including TCC's ability to recover TMI for their portion of space rented at 15

Wellington. TCC also collects all of the rent payments from One Movement and ProActive Fitness directly.

Therefore, RCC is not bound by the terms of the Single Lease and Option Agreement which relates to RCC leasing the entire premises at 15 Wellington – which it no longer does. This is again without prejudice to RCC's other arguments concerning the validity of the Single Lease and Option Agreement raised in its litigation.

As RCC no longer leases the spaces from TCC that it has now leased to One Movement and ProActive Fitness, RCC is not responsible for the TMI portion of the premises leased to these other tenants.

Moreover, in each of the lease agreements between TCC (as landlord) and One Movement and ProActive Fitness (as tenants), TCC has included the use of the Common Areas as defined therein. Therefore, RCC is not solely responsible for TMI for those Common Areas. The TMI for the Common Areas should be proportionately divided between the three tenants of TCC.

In addition, the Proactive Fitness lease is a gross lease and some portion of the gross amount has to be attributed to the portion of TMI incurred for those premises. It is not correct to simply exclude any TMI calculation for Proactive Fitness and then seek to recover that amount from RCC.

The percentage of the total TMI chargeable (with the exceptions which are addressed below) to each tenant is:

One Movement 38.18% ProActive Fitness 17.24% RCC 44.58%

Taxes

As the Receiver is aware, RCC is a registered religious charity. As a registered charity, RCC does not pay property taxes.

An application may be made at the Tax Office by charitable and similar organizations such as non-profits that occupy property within the City of Cambridge for a tax rebate. If TCC requires any information from RCC to make an application to the City of Cambridge for a tax rebate for 15 Wellington, please let us know. RCC will provide any documentation needed and cooperate fully with the Receiver in getting the rebate.

We further understand that litigation was commenced by Miller Thomson LLP on behalf of TCC in respect of the issue of the property taxes owing or an exemption. However, we do not know the status of this litigation.

Hydro and Gas



One Movement and ProActive Fitness both use disproportionate demands of heat during the winter and air conditioning during the summer for their rental premises. Pursuant to the terms of the lease agreements between TCC and these tenants, each of them can be charged for this disproportionate use. Given that RCC's rented space does not have air conditioning, has the Receiver determined what additional amounts of hydro is consumed for these tenants?

TCC paid all TMI out of \$506,200 owed to RCC

TCC used some of the \$506,200 paid by RCC to TCC to pay all of the TMI expenses for 15 Wellington.

As the Receiver is aware, RCC is a creditor of TCC for this \$506,200 amount. As a result, RCC has already paid its portion of the TMI.

RCC's Position on the Priority of Coldpoint's Loan

RCC's position on the priority of Coldpoint's loan is set out in our letter of September 28, 2022. RCC agrees that Coldpoint has a first ranking mortgage against 15 Wellington for the Acquisition Loas plus 2.00% interest commencing March 5, 2020.

With respect to the Renovation Loan, RCC takes the position that the funds that were improperly advanced, with Coldpoint's knowledge, to pay management fees to TCF in contravention of the loan should rank pari passu with the amounts owed to RCC as a creditor of the receivership. However, in the interests of resolving this issue without incurring further legal expenses, RCC is prepared to agree that the portion of the Renovation Loan ranks in priority to amounts owing to it on the following basis:

- 1) the Receiver confirms it is not pursuing the recovery of the management fees from TCF on behalf of TCC; and
- 2) The Receiver does not oppose RCC in pursuing these amounts in its litigation against TCF.

If you have any questions concerning the content of this letter, please do not hesitate to contact me directly.

Yours truly,

WEINTRAUB ERSKINE HUANG LLP

Sara J. Erskine

SJE/pl



APPENDIX "W"

Email exchange in respect of the Option to Purchase

Maria Magni

From: Sara Erskine <sara.erskine@wehlitigation.com>

Sent: Tuesday, October 12, 2021 10:57 AM **To:** Vanderlaan, Toni <tvanderlaan@deloitte.ca>

Cc: Leanne Williams < LWilliams@tgf.ca>

Subject: RE: RCC Option to Purchase - 15 Wellington St.

Toni,

Further to our discussion on Friday, I confirm that RCC is not exercising the option to purchase 15 Wellington.

As we discussion, RCC's decision not to exercise the option is not a waiver of any of its other rights or remedies in the litigation or under any of the agreements with TCC or TCF.

Please let me know if you require anything further from me.

Sara

Sara J. Erskine Weintraub Erskine Huang LLP

Barristers Suite 501, 365 Bay Street Toronto, ON M5H 2V1 Office: 416.597.5408

Fax: 416.306.8451

URL: www.wehLitigation.com



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From: Vanderlaan, Toni <tvanderlaan@deloitte.ca>

Sent: Thursday, October 7, 2021 9:40 AM

To: Sara Erskine <sara.erskine@wehlitigation.com>

Cc: Leanne M. Williams < lwilliams@tgf.ca>

Subject: RCC Option to Purchase - 15 Wellington St.

Hi Sara,

I wanted to formally follow up with you and your client in respect of Article 4 - Tenant Option to Purchase of RCC's lease with TCC. As you know part of my mandate as Receiver is to realize on the property in order to repay the secured creditor.

It is my understanding that your client has decided that it cannot exercise the option. In order to commence the marketing process as quickly as possible I am requesting a formal response from your client with respect to this option and if they do not intend to exercise the option, I would like to request a waiver of the 30 day period in order that I can market the property without the additional caveat of having to explain the existence of the option to potential purchasers.

Please let myself or Leanne know if you would like to discuss this further. Thanks
Toni

--

Toni Vanderlaan

Partner |Financial Advisory Deloitte
Bay Adelaide East, 8 Adelaide St. W.,Suite 200, Toronto, ON, M5H 0A9 D: 1 416 354 0501 | M: 1 416 671 6301
tvanderlaan@deloitte.ca

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APPENDIX "X"

Security opinion from Paul Bannon Law dated June 30, 2022

B PAUL BANNON LAW

APPENDIX "X"

LAWYERS

4080 Confederation Pkwy, Suite 501 Mississauga, Ontario L5B 0G 1

Tel: (905) 272-3412 Fax: (905) 272-0142 www.bannonlaw.ca

J. Paul Bannon paul@bannonlaw.ca

June 30, 2022

Toni Vanderlaan

Partner | Financial Advisory | Turnaround and Restructuring Deloitte

Bay Adelaide East, 8 Adelaide St. W., Suite 200, Toronto, ON, M5H 0A9

D: 1 416 354 0501 | M: 1 416 671 6301

tvanderlaan@deloitte.ca

Dear Ms. Vanderlaan:

Re: Coldpoint Holdings Limited

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You asked me to review the following items of security, which were taken by Coldpoint in connection with its loan to Trinity and which were contained in a closing book originally delivered by lawyers Wildeboer Dellelce LLP:

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- 8. PPSA registration; and
- 9. Standard Charge Terms 200033;

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A General Assignment of Rents over that whole of the property was signed by Narina Whitman, Director, on March 5, 2020, and was registered in the Land Registry Office for Waterloo on March 5, 2020, as instrument R1584873 over that part of the property which had not been converted to Land Titles. The electronic assignment of rents was registered as instrument WR 1247059 on the same date over that part of the property which had been converted to Land Titles.

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I viewed a Certificate of Compliance dated March 5, 2020, and a BIA search dated January 31, 2020. I assumed that the facts stated in the BIA search were still true as of March 5, 2020.

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Based upon the foregoing provided documents, I am of the opinion that:

- 1. Trinity is a corporation incorporated pursuant to the laws of Canada and, at the time of executing the Documents, had all necessary power to execute and deliver, and to perform its obligations under the Documents.
- 2. The execution, delivery and performance of each of the Documents have been duly authorized by Trinity and each of the Documents have been duly executed and delivered by the corporation and is an enforceable obligation of the corporation subject to bankruptcy and insolvency laws of general application and the discretion of the courts in granting equitable remedies.
- 3. The execution, delivery and performance of the Documents do not conflict with, or result in any breach or default under any of the constating documents, by-laws or resolutions of Trinity or to the best of our knowledge, any unanimous Members Agreement entered into by the members of the Corporation, or any agreement, contract, debenture or instrument to which the Corporation is a party.

The opinions expressed herein are subject to the following qualifications:

- 1. The opinions expressed above are limited to the laws of Canada and the laws of Ontario in force on the date that the Documents were signed.
- 2. The enforceability of the obligations of Trinity are subject to bankruptcy, insolvency, moratorium, and other legislation affecting creditors rights generally, and no opinion is expressed herein as to the availability of any equitable remedy.

I did not participate in any capacity in the making of the loan or the taking of the security referred to herein. I have not given any advice to any parties in connection with any remedies available pursuant to the Documents, arising from any default on the part of Trinity.

Yours truly,

J. PAUL BANNON

JPB/ms Encls.

APPENDIX "Y"

Abstract pages evidencing registration of the Real Property Security and a copy of the PPSA Electronic Enquiry Result from the Ministry with a file currency of September 14, 2021

Ontario ServiceOntario

REGISTRY OFFICE #58

03817-0091 (LT)

APPENDIX "Y"

teranet express

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

PROPERTY DESCRIPTION:

PT LT 18 PL 455 CAMBRIDGE AS IN D31327; CAMBRIDGE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 03817-0187

PIN CREATION DATE:

PAGE 1 OF 1

PREPARED FOR ROXANA MANEA

ON 2022/06/07 AT 10:19:15

2003/09/15

OWNERS' NAMES

<u>CAPACITY</u> <u>SHARE</u>

TRINITY CENTRES CAMBRIDGE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOU	I INCLUDES ALI	DOCUMENT TYPES (DEI	LETED INSTRUMENTS NOT INCL	UDED) **		
**SUBJECT,	ON FIRST REGI	STRATION UNDER THE I	LAND TITLES ACT, TO:			
**	SUBSECTION 44	(1) OF THE LAND TITE	LES ACT, EXCEPT PARAGRAPH	11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	E CROWN.			
**	THE RIGHTS OF	F ANY PERSON WHO WOUL	LD, BUT FOR THE LAND TITLE	S ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LE	ENGTH OF ADVERSE POSS	SESSION, PRESCRIPTION, MIS	DESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	V 70(2) OF THE REGISTRY AC	T APPLIES.		
**DATE OF (CONVERSION TO	LAND TITLES: 2003/09	9/15 **			
	1	TRANS RLIGIOUS ORG	\$1,531,000 FIRST	UNITED CHURCH	TRINITY CENTRES CAMBRIDGE	С
WR1247054	2020/03/05	CHARGE	\$2,500,000 TRINIT	TY CENTRES CAMBRIDGE	COLDPOINT HOLDINGS LIMITED	С
	2020/03/05 MARKS: WR1247	NO ASSGN RENT GEN	TRINIT	TY CENTRES CAMBRIDGE	COLDPOINT HOLDINGS LIMITED	С



REGISTRY
OFFICE #58

03817-0022 (R)

PAGE 1 OF 1
PREPARED FOR ROXANA MANEA
ON 2022/06/07 AT 10:19:14

teranet eXpress

PROPERTY DESCRIPTION:

LT 3 E/S WELLINGTON ST & S/S BEVERLY ST PL 615 CAMBRIDGE; CAMBRIDGE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 03817-0120

PIN CREATION DATE: 2003/09/15

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALI	DOCUMENT TYPES (DEI	ETED INSTRUMENTS N	OT INCLUDED) **		
DATE OF EAR	LIEST REGISTI	RATION LOADED: 2020/	03/02			
R1584863	2020/03/02	DEPOSIT		FIRST UNITED CHURCH		С
R1584864	2020/03/02	TRANSFER	\$2	FIRST UNITED CHURCH	FIRST UNITED CHURCH	С
R1584871	2020/03/05	TRANSFER	\$1,531,000	FIRST UNITED CHURCH	TRINITY CENTRES CAMBRIDGE	С
R1584872	2020/03/05	CHARGE	\$2,500,000	TRINITY CENTRES CAMBRIDGE	COLDPOINT HOLDINGS LIMITED	С
	2020/03/05 MARKS: RENTS-	ASSIGNMENT GENERAL		TRINITY CENTRES CAMBRIDGE	COLDPOINT HOLDINGS LIMITED	С

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
SONAL PROPERTY SECURITY REGISTRATION

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM ENQUIRY RESPONSE

CERTIFICATE

REPORT : PSSR060 PAGE : 1

9381)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH

RUN NUMBER: 258

RUN DATE : 2021/09/15

ID: 20210915182530.80

: BUSINESS DEBTOR

SEARCH CONDUCTED ON : TRINITY CENTRES CAMBRIDGE

FILE CURRENCY

: 14SEP 2021

ENQUIRY NUMBER 20210915182530.80 CONTAINS

4 PAGE(S),

1 FAMILY (IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - THORNTON GROUT FINNIGAN LLP 3200-100 WELLINGTON STREET WEST TORONTO ON M5K 1K7

CERTIFIED BY/CERTIFIÉES PAR

PEGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES

(crfj5 06/2019)



PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENOUIRY RESPONSE CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR

SEARCH CONDUCTED ON : TRINITY CENTRES CAMBRIDGE

FILE CURRENCY

RUN NUMBER: 258

RUN DATE : 2021/09/15

ID: 20210915182530.80

: 14SEP 2021

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN FILE NUMBER 00 760509414 REGISTERED REGISTRATION REGISTRATION CAUTION PAGE TOTAL PILING NO. OF PAGES MOTOR VEHICLE NUMBER SCHEDULE 20200302 0945 1862 9628 01 001 002 P PPSA DATE OF BIRTH SURNAME FIRST GIVEN NAME INTTIAL 02 DEBTOR 03 MAME BUSINESS NAME TRINITY CENTRES CAMBRIDGE ONTARIO CORPORATION NO. 04 ADDRESS 1439 RUE SAINTE-CATHERINE OUEST MONTREAL H3G 1S6 DATE OF BIRTH FIRST GIVEN NAME SURNAME INITIAL 05 DEBTOR 06 BUSTNESS NAME NAME ONTARIO CORPORATION NO. 07 ADDRESS 08 SECURED PARTY COLDPOINT HOLDINGS LIMITED LIEN CLAIMANT 09 N1H 6J3 5068 WHITELAW ROAD, UNIT 1 GUELPH ADDRESS COLLATERAL CLASSIFICATION CONSUMER ${\tt MOTOR~MFHIGLE} \qquad {\tt AMOUNT} \qquad {\tt DATE} \quad {\tt QE}$ GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE X X X 10 YEAR MAKE MODELL 11 MOTOR 12 VEHICLE ALL PRESENT AND FUTURE PERSONAL PROPERTY LOCATED AT, SITUATED ON, OR 13 GENERAL 14 COLLATERAL USED IN CONNECTION WITH THE REAL PROPERTY MUNICIPALLY KNOWN AS 15 15 WELLINGTON STREET, CAMBRIDGE AND LEGALLY DESCRIBED AS PIN DESCRIPTION 16 REGISTERING WILDEBOER DELLELCE LLP (PA-M) AGENT 17 365 BAY STREET, SUITE 800 TORONTO ON M5H 2V1 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. *** CONTINUED ... 3

CERTIFIED BY/CERTIFIÉES PAR PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÚRETÉS MOBILIÈRES (criffu 06/2019)

REPORT : PSSR060

9382)

PAGE



PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH BUSINESS DEBTOR SEARCH CONDUCTED ON : TRINITY CENTRES CAMBRIDGE

FILE CURRENCY 14SEP 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

EFFE NUMBER

16

17

REGISTERING

AGENT

RUN NUMBER: 258

RUN DATE : 2021/09/15

ID: 20210915182530.80

00 760509414 CAUTION PAGE TATOT MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NO. OF SCHEDULE FILING PAGES NUMBER UNDER PERIOD 002 002 20200302 0945 1862 9628 01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 02 DEBTOR 03 NAME BUSINESS NAME ONTARIO CORPORATION NO. 04 ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME 05 DEBTOR 06 NAME BUSINESS NAME ONTARIO CORPORATION NO. 07 ADDRESS SECURED PARTY 08 LIEN CLAIMANT 09 ADDRESS COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF market Service NO & FTXED GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE 10 MODEL 11 MOTOR VEHICLE 12 13 03817-0097 (LT) AND PIN 03817-0022 (R). GENERAL 14 COLLATERAL 15 DESCRIPTION

ADDRESS

** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED ...

4

CERTIFIED BY/CERTIFIÉES PAR REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SURETÉS MOBILIÈRES

REPORT : PSSR060

PAGE

3

9383)

(crj1fu 06/2019)



PROVINCE OF ONTARIO MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY RESPONSE

CERTIFICATE

TYPE OF SEARCH

RUN NUMBER: 258

RUN DATE : 2021/09/15

ID: 20210915182530.80

: BUSINESS DEBTOR

SEARCH CONDUCTED ON : TRINITY CENTRES CAMBRIDGE

FILE CURRENCY

: 14SEP 2021

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER

REGISTRATION NUMBER

REGISTRATION NUMBER

REGISTRATION NUMBER

REGISTRATION NUMBER

REPORT : PSSR060

9384)

PAGE

760509414

20200302 0945 1862 9628

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)



APPENDIX "Z"

Letter dated September 28, 2022 from counsel to RCC

APPENDIX "Z"

Suite 501, 365 Bay Street, Toronto, Ontario, M5H 2V1 Telephone: 416.306.8450 | Fax: 416.306.8451 | Website: www.wehlitigation.com

Reply To: Sara J. Erskine
Office: 416-597-5408
E-mail: Sara.erskine@wehlitigation.com

WITH PREJUDICE

September 28, 2022

VIA EMAIL TO: <u>LWilliams@tgf.ca</u>

Leanne Williams TGF Thornton Grout Finnigan LLP

Toronto-Dominion Centre 100 Wellington Street West Suite 3200, P.O. Box 329 Toronto, ON M5K 1K7

Dear Ms. Williams:

Re: River City Christian Reformed Church ("RCC") v. Graham Singh, et al Court File No. CV-21-00000281-0000

We are in receipt of your letter of September 23, 2022 setting out the amounts that Coldpoint and the Receiver assert are owed by River City Christian Reformed Church ("RCC") and well as the issue of the Distribution Amount of the receivership estate.

With respect to the asserted claim for unpaid rent, TMI and utilities on behalf of RCC, RCC disagrees that it owes \$177,375.00 in unpaid rent and \$170,323.80 in unpaid TMI and utilities. We have set out RCC's position with respect to quantum of rent multiple times in correspondence to you and the Receiver. RCC is a substantial creditor of the TCC estate not a debtor.

Further, as you are aware, in its claim in the main action RCC has disputed the validity of the Single Lease and Option Agreement and has sought to have it set aside. Without prejudice to that position, and until the Court has adjudicated on the issue, section 5.2 of the Agreement must be complied with and the discretion conferred in section 5.2 exercised in good faith.

With respect to Coldpoint's first-ranking charge against 15 Wellington Street, we confirm that RCC does not dispute Coldpoint's priority with respect the \$1,384,800 Acquisition Loan (as defined in the Loan Agreement) plus 2.00% interest commencing March 5, 2020. However, with respect to the additional amounts advanced under the Renovation Loan, RCC's position is that such advances were not made in accordance with section 5(b) of Loan Agreement. Rather, the advances were, with the knowledge of Coldpoint, improperly used to pay management fees to TCF in contravention of the Renovation Loan. As such, RCC takes the position that the portion of the

outstanding balance owed to Coldpoint under the Renovation Loan should be unsecured and would rank pari passu with the \$506,000 owed to RCC as a creditor of the receivership.

RCC has sought to recover the improperly paid management fees to TCF in the main action and will seek leave to pursue the claim as a derivative claim on behalf of TCC, if necessary. At present, the Receiver has the authority to pursue the recovery of these management fees from TCF. Please confirm whether the Receiver will be pursuing the recovery of these management fees from TCF.

With respect to the reference in your letter to Coldpoint having incurred fees and expenses as a defendant in the litigation and RCC's motion to appoint a receiver, any claim for such costs is not appropriate in the context of the receivership. These costs do not relate to this receivership but rather relate to opposition to a receivership application brought by RCC. Further, RCC's motion to appoint a receiver did not fail. Rather, on the eve of arguing the motion Coldpoint brought its own motion to appoint the receiver which RCC consented to making RCC's motion to appoint a receiver moot. Pursuant to the Order of Justice Dietrich, the costs of RCC's motion to appoint a receiver will be dealt with separately.

In any event, RCC maintains that Coldpoint was a necessary party to the litigation. The relief sought in the action by RCC impacted the rights of Coldpoint under the Loan Agreement and it was appropriate to join it as a defendant pursuant to Rule 5.02. This is evident by the fact that Coldpoint was able to bring a motion within the litigation to appoint a receiver rather than having to commence its own application to appoint one. It will be for the Court to determine whether the costs incurred by Coldpoint in resisting RCC's motion to appoint a receiver were fair and reasonable in the circumstances. This is not an issue to be determined within the receivership.

Finally, RCC cannot agree or consent to relief sought by the Receiver to wind up the receivership prior to being provided with the Receiver's motion materials. Once we receive the Receiver's motion materials, we will seek instructions on RCC's position on the relief sought by the Receiver.

Yours truly,

WEINTRAUB ERSKINE HUANG LLP

Vara Skin

Sara J. Erskine

SJE/pl

Cc Vince DeMarco



APPENDIX "AA"

Receiver's Statement of Receipts and Disbursements for the period from June 9, 2022 to November 30, 2022

In the Matter of the Receivership of Trinity Centres Cambridge Statement of Receipts and Disbursements June 9, 2022 to November 30, 2022

Net Receipts	1,350,136.22
Total Disbursements	173,262.25
Legal Fees	89,320.08
Professional Fees	56,198.37
	•
Utilities and Maintenance	27,743.80
Disbursements	
Total Receipts	1,523,398.47
Interest Received	5,918.04
Insurance Refund	6,649.56
Rent Received	6,851.92
Sale of Real Property	1,503,978.95
•	

APPENDIX "BB"

Affidavit of Toni Vanderlaan sworn December 1, 2022

APPENDIX "BB"

Court File No. CV-21-672899-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

and

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

AFFIDAVIT OF TONI VANDERLAAN (Sworn December 1, 2022)

- I, TONI VANDERLAAN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:
- I am a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as Court-appointed Receiver (the "**Receiver**") of Trinity Centres Cambridge (the "**Applicant**"). 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.
- 2. Attached hereto as Exhibit "A" is a schedule summarizing each invoice in Exhibit "B", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.
- 3. Attached hereto as Exhibit "**B**" are true copies of the invoices for fees and disbursements incurred by Deloitte in the course of the proceedings for the period September 21, 2021 to October 31, 2022.

- 4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services, and are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.
- 5. I make this affidavit in support of a motion by the Applicant for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN remotely via videoconference, by TONI VANDERLAAN stated as being located in the City of London, England, before me at the City of Toronto, the Province of Ontario, this 1st day of December, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.



Toni Vanderlaan



Commissioner for Taking Affidavits, etc.

Leanne M. Williams

This is Exhibit "A" referred to in the Affidavit of Toni Vanderlaan sworn by Toni Vanderlaan of the City of London, England before me at the City of Toronto, in the Province of Ontario, this 1st day of December, 2022 in accordance with O. Reg. 432/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits **LEANNE WILLIAMS**

EXHIBIT "A"

Summary of the Invoices of Deloitte Restructuring Inc., in its capacity as Receiver of Trinity Centres Cambridge for the period September 21, 2021 to October 31, 2022

Invoice Date	Invoice Period	Fees	Disbursements	HST	Т	otal Invoice Amount	Hours	Average I Fee R	-
November 3, 2021	September 21, 2021 to October 23, 2021	\$ 32,378.00	\$ 2,266.46	\$ 4,503.78	\$	39,148.24	59.1	\$	547.85
January 6, 2022	October 24, 2021 to December 7, 2021	\$ 14,129.00	\$ 1,004.33	\$ 1,967.33	\$	17,100.66	24.5	\$	576.69
March 24, 2022	December 8, 2021 to February 16, 2022	\$ 21,637.00	\$ 1,514.59	\$ 3,009.71	\$	26,161.30	41.0	\$	527.73
May 2, 2022	February 17, 2022 to March 31, 2022	\$ 15,244.00	\$ 1,067.08	\$ 2,120.44	\$	18,431.52	30.0	\$	508.13
August 3, 2022	April 1, 2022 to July 15, 2022	\$ 27,832.50	\$ 1,948.28	\$ 3,871.50	\$	33,652.28	53.7	\$	518.30
August 31, 2022	July 16, 2022 to July 31, 2022	\$ 3,403.00	\$ 238.21	\$ 473.36	\$	4,114.57	7.4	\$	459.86
December 1, 2022	August 1, 2022 to October 31, 2022	\$ 25,166.00	\$ 1,822.60	\$ 3,508.52	\$	30,497.12	51.1	\$	492.49
Total		\$ 139,789.50	\$ 9,861.55	\$ 19,454.64	\$	169,105.69	\$ 266.80	\$	523.95

This is Exhibit "B" referred to in the Affidavit of Toni Vanderlaan sworn by Toni Vanderlaan of the City of London, England before me at the City of Toronto, in the Province of Ontario, this 1st day of December, 2022 in accordance with O. Reg. 432/20, Administering Oath or Declaration Remotely.



A Commissioner for taking affidavits **LEANNE WILLIAMS**

EXHIBIT "B"

Deloitte.

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership

Please see attached appendices.

Sales Tax

Invoice 8002175540

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Date: November 03, 2021
Client No.: 1470081
WBS#: WDG00001
Engagement Partner: Toni Vanderlaan

HST Registration: 122893605RT0001

HST applicable 32,378.00 Administrative Expense 2,266.46

HST at 13.00 % 4,503.78

Total Amount Due (CAD) 39,148.24

Appendix #1

Summary of Fees

Name	Level	Hours	Rate	Amount			
Vanderlaan, Toni Partner		36.4	695.00	25,298.00			
Brown, Rose	Manager	3.5	450.00	1,575.00			
Florea, Ramona	Staff	1.5	125.00	187.50			
Borzellino, Krista	Senior	11.5	395.00	4,542.50			
Conorton, Laura Staff		6.2	125.00	775.00			
Total Professional H	Total Professional Hours and Fees 59.1						
Out-of-pocket Expense	-						
Total Fees and Expe	Total Fees and Expenses (CAD)						

Appendix #2

Work performed up to October 23, 2021

Date	Name	Narrative	Hours	
10-09-21	Florea, Ramona	New website creation.		
20-09-21	Vanderlaan, Toni	Review of court materials, providing consent to act, preparation for implementation of receivership	2.4	
21-09-21	Vanderlaan, Toni	Receivership kick off, meetings with TCF, collection of statutory information, preparation of notice etc.	5.5	
21-09-21	Brown, Rose Send Creditor template and discuss open bank account at RBC		0.2	
22-09-21	9-21 Borzellino, Krista Contacted all vendors via phone and email to update billing and contact information. Corresponded with RBC via phone and fax to update bank account information.		2.5	
22-09-21	Vanderlaan, Toni	Call with RCC, taking possession and preparation of notices, review of materials, calls with realtors, emails to TCF	5.0	
22-09-21	Brown, Rose	TrinityCC-R - Open account at RBC, Prepare wire instructions and end TV/KB, Contact RBC regarding old accounts, Discuss old account with KB on how freeze the account.	1.4	
23-09-21	Florea, Ramona	Website updates.	0.7	
23-09-21	Borzellino, Krista	Corresponded with vendors re: update of billing information. Calls with RBC to update bank account information.	1.5	
23-09-21	Vanderlaan, Toni	Preparation of RFP, review of leases,	3.0	
24-09-21	Borzellino, Krista	Call with Delta Elevator re: update billing information.	0.5	
24-09-21	Vanderlaan, Toni	Finalizing and distributing RFP, finalizing notices and statutory forms, calls with realtors, emails with TCF	3.0	
24-09-21	Conorton, Laura	Importing creditor list and preparing for creditor mailing distribution for Trinity Centers Cambridge	1.0	
24-09-21	Brown, Rose	Clean up spreadsheet of creditors and prepare Schedule 1 for mailing with notice.	0.5	
27-09-21	Conorton, Laura	Preparing documents for OSB for new receivership, preparing mailing documents	1.5	
27-09-21	Brown, Rose Review Forms and discuss LC mailing and sending of fax to OSB to Register the receivership.		0.3	
27-09-21	Vanderlaan, Toni	Review of agreements, preparation of final notices and statutory reporting	1.5	

Date	Name	Narrative	Hours
27-09-21	Borzellino, Krista	Email correspondence with RBC bankruptcy department re: possession of funds. Phone call with RBC bankruptcy. Phone call with Delta elevators for update of payment/contact information.	1.0
28-09-21	Conorton, Laura	Mailing to Creditors, admin and filing	2.5
28-09-21	Brown, Rose	Estate Administration - Access with Mailing process.	0.3
28-09-21	Vanderlaan, Toni	Updates to website, follow up on operating costs, banking arrangements, statutory notices	2.0
29-09-21	Conorton, Laura	Account admin, banking and correspondence with OSB on registering the estate	0.8
29-09-21	Vanderlaan, Toni	Meeting potential realtors and attendance at property	3.2
30-09-21	Florea, Ramona	Website updates.	0.2
30-09-21	Vanderlaan, Toni	Responding to emails and calls from TCC, realtors, creditors and tenants, review of lease agreements.	2.2
01-10-21	Vanderlaan, Toni	Collecting information for realtors, review of leases and agreements	1.5
04-10-21	Conorton, Laura	Obtaining estate number from OSB, updating documents	0.2
05-10-21	Conorton, Laura	Correspondence with OSB on obtaining receiver's certificate	0.1
05-10-21	Borzellino, Krista	Email correspondence with RBC Bankruptcy for possession of funds. Email correspondence with various vendors re: outstanding invoices.	1.0
05-10-21	Vanderlaan, Toni	Call with Graham to discuss management contract and invoicing Follow up on tax numbers	0.4
06-10-21	Conorton, Laura	Correspondence with OSB, receipt of receiver's certificate, filing	0.1
06-10-21	Vanderlaan, Toni	Review and summary of realtor proposals	2.0
07-10-21	Vanderlaan, Toni	Follow up with realtors	0.5
08-10-21	Vanderlaan, Toni	Follow up on proposals Confidential information for realtor Email and call with Sara Erskine to discuss RCC option	2.5
12-10-21	Borzellino, Krista	Prepared deposit requisition forms for rental income. Email correspondence with T.Vanderlaan and R.Brown.	1.0
12-10-21	-21 Vanderlaan, Toni Follow up on payments for various services Responses to tenant inquiries Follow up on and provision of information for potential purchaser Tax matters		1.2
13-10-21	Brown, Rose	Trust Banking Administration - Prepare deposit slip and take to the bank - scan and save on Q Drive.	0.5

Date	Name	Narrative	Hours
13-10-21	Borzellino, Krista	Prepared cheque requisition for utilities payments. Email correspondence with T.Vanderlaan and R.Brown.	0.5
13-10-21	Vanderlaan, Toni	Follow up with secured lender Discussion regarding purchase option	0.5
14-10-21	Brown, Rose	Trust Banking Administration - Review disbursement request.	0.1
14-10-21	Borzellino, Krista	Calls with vendors to confirm billing information has been updated.	1.0
18-10-21	Brown, Rose	Discuss invoice copies need to pay bill with KB.	0.1
18-10-21	Borzellino, Krista	Prepared cheque requisition for vendor payment. Email correspondence with Delta Elevator and City of Cambridge.	0.5
20-10-21	Brown, Rose	Set up Bank Reconciliation, Receipt and disbursement vouchers folders for hardcopies.	0.1
21-10-21	Borzellino, Krista	Prepared deposit requisition for rent. Email correspondence with T.Vanderlaan and R.Brown.	1.0
22-10-21	Borzellino, Krista	Prepared cheque requisition for City of Cambridge. Email correspondence with T.Vanderlaan and R.Brown.	1.0
Total			59.1

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership

Please see attached appendices.

HST applicable 14,129.00

Expense

HST applicable 15.30 Administrative Expense 989.03

Invoice

Tel:

Fax:

Deloitte Restructuring Inc.Bay Adelaide Centre

Toronto ON M5H 0A9

www.deloitte.ca

Engagement Partner:

HST Registration:

Date: Client No.:

WBS#:

8 Ádelaide Street West, Suite 200

(416) 601-6150

(416) 601-6151

8002316355

January 06, 2022 1470081

Toni Vanderlaan 122893605RT0001

WDG00001

Sales Tax

HST at 13.00 % 1,967.33

Total Amount Due (CAD) 17,100.66

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount		
Haine	Level	Hours	Rate	Amount		
Vanderlaan, Toni	Partner	15.1	695.00	10,494.50		
Brown, Rose	Manager	2.5	450.00	1,125.00		
Borzellino, Krista	Senior	6.1	395.00	2,409.50		
Conorton, Laura	Staff	0.8	125.00	100.00		
Total Professional H	Total Professional Hours and Fees 24.5					
Out-of-pocket Expens	15.30					
Total Fees and Expe	enses (CAD)			14,144.30		

Appendix #2

Work performed from October 24, 2021 to December 7, 2021

Date	Name	Narrative	Hours	
25-10-21	Borzellino, Krista	Prepared cheque requisition forms for invoice.		
26-10-21	Brown, Rose	Trust Banking administration - Disbursement cheques, have signed and send out in mail, Scan and save on Q and file originals.	0.5	
28-10-21	Borzellino, Krista	Prepared cheque requisition forms for invoice.	0.2	
31-10-21	Vanderlaan, Toni	Emails and information for Realtor	0.2	
01-11-21	Borzellino, Krista	Prepared cheque requisitions for outstanding invoices.	0.2	
03-11-21	Vanderlaan, Toni Emails with Natasa regarding building maintenance issues Email to Sara Erskine regarding RCC lease		0.6	
04-11-21	11-21 Vanderlaan, Toni Email to D WoodReview of stakeholder communications		0.2	
04-11-21	Borzellino, Krista	Prepared cheque requisitions for outstanding invoices. Set-up email inbox access.	0.2	
05-11-21	Vanderlaan, Toni	Call to discuss RCC lease agreement with counselFollow up call with TGF to assess RCC likely response. Working with realtor to prepare for listingWorking with management firm to address property maintenance issues.	1.6	
08-11-21	Brown, Rose	Trust Banking - Deposit.	0.2	
08-11-21	Borzellino, Krista	Prepared 6-month cash flow forecast.	1.0	
09-11-21	Vanderlaan, Toni	RCC Lease analysis	0.5	
10-11-21	Vanderlaan, Toni	RCC Lease analysisEmails with realtorProperty maintenance issues	0.6	
11-11-21	Borzellino, Krista	Prepared cheque requisition forms for 2 invoices.	0.4	
11-11-21	Vanderlaan, Toni	Follow up on inquiries re property	0.2	
14-11-21	Vanderlaan, Toni	Call with ColdPoint, Remax and TGF to discuss offer on the property	0.2	
15-11-21	Conorton, Laura	Reviewing payment to Delta elevator; entering cheques for Drains R Us and Dynamic Mechanical	0.5	
15-11-21	Vanderlaan, Toni Call with Sara ErskineResponses to property maintenance issues and payment of invoicesFollow up on property insurance		0.5	
15-11-21	Borzellino, Krista	Prepared cheque requisitions; email correspondence with N.DeVilliers re: outstanding invoices.	0.5	

Date	Name	Narrative	Hours	
16-11-21	Brown, Rose	Trust Banking Administration - Review and print disbursement cheques, Have cheques signed and mail out.	0.3	
16-11-21	Borzellino, Krista	Call with Energy+ re: outstanding invoices. Set up Energy+ account and prepared cheque requisitions.	0.5	
17-11-21	Vanderlaan, Toni	Approval of paymentsEmail in respect of building maintenance and sales process	0.2	
17-11-21	Borzellino, Krista	orzellino, Krista Call with City of Cambridge re: property taxes. Prepared cheque requisition.		
18-11-21	Brown, Rose	Trust Banking Administration - Disbursement cheque.		
18-11-21	Borzellino, Krista	Prepared cheque requisition for outstanding invoice.		
22-11-21	11-21 Vanderlaan, Toni Review of RCC letterEmails in respect of 15 Wellington		0.4	
22-11-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice.	0.2	
23-11-21	Brown, Rose	Trust Banking Admininstration - Disbursment cheques.	0.5	
23-11-21	Vanderlaan, Toni	Review of letter from RCC counselDiscussion with TGF regarding response to sameVerification of calculations provided by RCC letterFollow up on maintenance issues raise in RCC letter	1.3	
23-11-21	Borzellino, Krista	Signed up for ebilling re: City of Cambridge.	0.2	
24-11-21	Vanderlaan, Toni	Call with RCC regarding lease renegotiationReview of invoicesSnow removal contract Lease scheduleSign back of offer	1.4	
25-11-21	Vanderlaan, Toni	Follow up in respect of lease agreementVarious maintenance issues at 15 Wellington	0.4	
25-11-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice.	0.2	
26-11-21	Vanderlaan, Toni	Information for purchaser	0.3	
29-11-21	Conorton, Laura	Correspondence with T.Vanderlaan re invoicing and bank account summary. Entering cheque to Russell Electric	0.3	
29-11-21	Vanderlaan, Toni	Calls and emails with potential purchaserAssistance with due diligence reviewsFollow up on filingsApproval of invoices	3.4	
29-11-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice. Call with Abell Pest Control re: outstanding balances. Email correspondence with N.DeVilliers and T.Vanderlaan.		
30-11-21	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.3	
30-11-21	Vanderlaan, Toni	aan, Toni Calls and emails with prospective purchaser, responding to diligence requests, review of cashflow		
30-11-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice.	0.2	

Date	Name Narrative		Hours	
01-12-21	Vanderlaan, Toni	emails, information for diligence 15 WellingtonCall with agent and lender to discuss purchaser concerns and plan forward.	0.9	
02-12-21	Vanderlaan, Toni	Authorization LetterBank reconciliationFollow up on account reconciliation for RCC	0.4	
02-12-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice.	0.2	
03-12-21	Vanderlaan, Toni	Planning for RCC negotiation and call set up	0.2	
06-12-21	Vanderlaan, Toni	Call with Sara Erskine to discuss RCC lease negotiationsResponding to diligence requests	0.4	
07-12-21	Brown, Rose	Trust Banking Administration - Deposit. Scan and sent request for Deposit voucher for cheque rec'd dated Dec 14, 2021.	0.4	
07-12-21	Borzellino, Krista	Prepared cheque requisition form for outstanding invoice. Prepared cheque deposit form.	0.4	
Total				

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership

Please see attached appendices.

Sales Tax

Invoice 8002485490

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Date: March 24, 2022
Client No.: 1470081
WBS#: WDG00001
Engagement Partner: Toni Vanderlaan

HST Registration: 122893605RT0001

HST applicable 21,637.00 Administrative Expense 1,514.59

HST at 13.00 % 3,009.71

Total Amount Due (CAD) 26,161.30

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount
Vanderlaan, Toni	Partner	17.5	695.00	12,162.50
Bricks, Hartley	Director	0.1	580.00	58.00
Brown, Rose	Manager	5.7	450.00	2,565.00
Borzellino, Krista	Senior	14.6	395.00	5,767.00
Dew, Todd	Senior	0.2	395.00	79.00
Palacios, Andres	Senior	1.5	395.00	592.50
Conorton, Laura	Consultant	1.4	295.00	413.00
Total Professional H	21,637.00			
Out-of-pocket Expense	0.00			
Total Fees and Expe	21,637.00			

Appendix #2

Work performed from December 8, 2021 to February 16, 2022

Date	Name	Narrative	Hours
10-12-21	Vanderlaan, Toni	Call with RCC counsel and potential purchaser Emails with other 15 Wellington tenants to address arrange for meeting with potential purchaser	0.7
13-12-21	Borzellino, Krista	Prepared cheque requisitions for outstanding invoices.	0.5
13-12-21	Vanderlaan, Toni	Follow up with tenants on discussions with potential purchasers Payables Due diligence items	0.6
14-12-21	Brown, Rose		1.9
14-12-21	Bricks, Hartley	Review and execute disbursements	0.1
14-12-21	Vanderlaan, Toni	Insurance follow up	0.2
16-12-21	Vanderlaan, Toni	Calls with tenants and potential purchaser Discussion with agent Follow up on due diligence items Payments	2.3
17-12-21	Vanderlaan, Toni	Call with potential purchaser Follow up with agent	1.2
20-12-21	Brown, Rose	Trust Banking Administration - Disbursement cheque. Scan and send mail to KB/TV.	0.4
20-12-21	Vanderlaan, Toni	Follow up on lease negotiations and discussions with agent Payment approvals	0.2
20-12-21	Borzellino, Krista	Prepared summary of utilities. Prepared cheque requisition form for outstanding invoice. Prepared deposit requisition for rental income.	2.0
21-12-21	Brown, Rose	Trust Banking Administration - Deposit.	0.3
21-12-21	Vanderlaan, Toni	Discussion with agent	0.5
23-12-21	Vanderlaan, Toni	Follow up with lessors re lease terms Call with Manish Legal questions re changes to leases work orders for fire safety utilities	2.1
24-12-21	Vanderlaan, Toni	Emails and discussions with secured lender, counsel, potential purchaser and agent	1.8
29-12-21	Vanderlaan, Toni	emails with agent regarding extension	0.3
30-12-21	Vanderlaan, Toni	Signature of documents for release and emails with agent	0.4
04-01-22	Brown, Rose	Review email regarding cheques received.	0.1
04-01-22	Vanderlaan, Toni	Discussion of offer received on 15 Wellington	0.2
05-01-22	Vanderlaan, Toni	emails in respect of banking and billing	0.2
06-01-22	Borzellino, Krista	Prepared cheque requisition for outstanding invoice.	0.2

Date	Name	Narrative	Hours
06-01-22	Vanderlaan, Toni	Emails in respect of banking and other matters	0.2
07-01-22	Conorton, Laura	Correspondence with K. Borzellino and R. Brown re DRI invoices and inputting cheque for printing	0.4
07-01-22	Brown, Rose	Trust Banking Administration - Scan cheques received and prepare take deposits to the bank	0.5
07-01-22	Borzellino, Krista	Call with L.Conorton re: cheque requisitions.	0.5
07-01-22	Dew, Todd	Trust Accounting	0.1
07-01-22	Vanderlaan, Toni	Zoom call	0.5
10-01-22	Conorton, Laura	Correspondence with R.Brown and K.Borzellino on DRI invoices, overpayment	0.2
10-01-22	Brown, Rose	Trust Banking Administration - send scan copy of cheques to KB.	0.1
12-01-22	Vanderlaan, Toni	Offer discussion	0.2
13-01-22	Borzellino, Krista	Updated utilities reconciliation.	0.5
13-01-22	Vanderlaan, Toni	Sign back of revised offer	0.2
14-01-22	Borzellino, Krista	Prepared cheque requisitions for outstanding invoices. Prepared deposit requisition for rental income. Updated utilities reconciliation.	1.5
14-01-22	Vanderlaan, Toni	Banking and building maintenance matters	0.3
17-01-22	Vanderlaan, Toni	Call with RCC counsel Responding to TCC requests Review of request for renter to use 15 Wellington Review of APS amendments with TGF	1.1
17-01-22	Borzellino, Krista	Calls and email correspondence with H&B security, N. de Villiers, T.Vanderlaan, Elite Canada Security re: reinstatement of fire monitoring services.	3.0
18-01-22	Vanderlaan, Toni	Payments for supplier obligations Leasing inquiry Safety and security related mattersAPS signoff Follow up on conditions in the purchase agreement	0.9
18-01-22	Borzellino, Krista	Calls and email correspondence with H&B security, N. de Villiers, T.Vanderlaan, Elite Canada Security, Richardson fire, Fire monitoring of Canada re: reinstatement of fire monitoring services.	
19-01-22	Vanderlaan, Toni	Signature of conditions waiver	0.1
19-01-22	Borzellino, Krista	Calls and email correspondence with H&B security, N. de Villiers, T.Vanderlaan re: finalizing fire monitoring services and new installation of system.	1.0
20-01-22	Vanderlaan, Toni	Security matter at premises Payment issues Call from RCC counsel	0.6

Date	Name	Narrative	Hours
20-01-22	Borzellino, Krista	Prepared cheque requisition forms for multiple invoices.	1.0
24-01-22	Vanderlaan, Toni	Follow up on sales transactions and payments	0.7
25-01-22	Borzellino, Krista	Prepared cheque requisitions for multiple invoices.	1.0
26-01-22	Conorton, Laura	entering cheques for processing; Enbridge, H&B, Cambridge Water, Energy+. Front Row Insurance	0.8
26-01-22	Dew, Todd	Trust accounting	0.1
26-01-22	Brown, Rose	Trust Banking Administration - Review, Print disbursement cheques.	0.7
27-01-22	Brown, Rose	Scan and save on Q Drive, Prepare cheques for mailing.	0.4
27-01-22	Borzellino, Krista	Calls with L.Conorton, T.Vanderlaan re: insurance payments.	0.5
27-01-22	Vanderlaan, Toni	Insurance coverage	0.2
31-01-22	Borzellino, Krista	Call with N. de Villiers re: monitoring system set up and other inquiries.	0.5
01-02-22	Borzellino, Krista	Prepared cheque requisition for various invoices.	0.4
02-02-22	Vanderlaan, Toni	Extension request	0.4
03-02-22	Vanderlaan, Toni	Discussion and emails in respect of extension request Emails in respect of use of space request	0.8
07-02-22	Brown, Rose	Trust Banking Administration -Prepare receipt vouchers, Prepare deposit and take to the bank, Scan and save Deposit on Q Drive., Scan mail rec'd and send to TV.	1.0
08-02-22	Brown, Rose	Trust Banking Adm - Disbursement cheque, have signed, mail out, scan back up and save on Q.	0.3
09-02-22	Palacios, Andres	Reviewed file documents, requested access to mailbox and file's folder. Internal correspondences with K. Borzellino	0.6
10-02-22	Vanderlaan, Toni	Preparation of estimated proceeds schedule Emails in respect of One Movement requests	0.6
11-02-22	Palacios, Andres	File transition meeting with K. Borzellino. Updated creditor website contact info.	0.6
16-02-22	Palacios, Andres	Checked email correspondences. Updated creditor's website contact information	0.3
Total		1	41.0

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership.

Please see attached appendices.

Sales Tax

Invoice 8002579562

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Date: May 02, 2022
Client No.: 1470081
WBS#: WDG00001
Engagement Partner: Toni Vanderlaan

GST/HST Registration: 122893605RT0001 QST Registration: 1000870419TQ0002

HST applicable	15,244.00
Administrative Expense	1,067.08

HST at 13.00 % 2,120.44

Total Amount Due (CAD) 18,431.52

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount	
Sleeth, Jorden	Partner	6.4	695.00	4,448.00	
Vanderlaan, Toni	Partner	5.4	695.00	3,753.00	
Brown, Rose	Manager	2.8	450.00	1,260.00	
Conorton, Laura	Consultant	3.0	295.00	885.00	
Borzellino, Krista	Senior	2.7	395.00	1,066.50	
Palacios, Andres	Senior	9.7	395.00	3,831.50	
Total Professional H	ours and Fees	30.0		15,244.00	
Out-of-pocket Expense		-			
Total Fees and Expe	Total Fees and Expenses (CAD)				

Appendix #2
Work performed from February 17, 2022 to March 31, 2022

Date	Name	Narrative	Hours
07-02-22	Vanderlaan, Toni	Follow up on issues identified by the secured lender re: extension	0.3
07-02-22	Borzellino, Krista	Updated utilities schedule.	1.0
08-02-22	Borzellino, Krista	Emails re: onboarding.	0.5
09-02-22	Borzellino, Krista	Prepared cheque requisition for outstanding invoice.	0.2
11-02-22	Borzellino, Krista	File transition onboarding with A.Palacios.	1.0
16-02-22	Vanderlaan, Toni	property maintenance and bill payment	0.2
17-02-22	Palacios, Andres	Internal correspondences with T. Vanderlaan	0.1
17-02-22	Vanderlaan, Toni	Status update with Natasa and Andres Correspondence from RCC's counsel	0.6
18-02-22	Palacios, Andres	Correspondences with Bell communication	0.1
22-02-22	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.5
22-02-22	Palacios, Andres	Sorted out missing payment from Bell Internet services via phone call. Prepared cheque req. Provided update to T. Vanderlaan and requested approval for payment.	0.7
23-02-22	Vanderlaan, Toni	Follow up on purchaser inquiries	0.2
23-02-22	Palacios, Andres	Phone call with Energy+ re: missing payment. Requested most recent invoice and updated contact information with vendor. Reconciled account and prepared cheque req. Requested approval. Status update emails to T. Vanderlaan.	1.0
23-02-22	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
24-02-22	Vanderlaan, Toni	Payments and follow up on property related matters	0.3
24-02-22	Palacios, Andres	Vendor management and invoice payment.	0.6
24-02-22	Brown, Rose	Trust Banking Administration - Disbursement cheque. Reviewing Energy+ invoices and rent cheques.	
25-02-22	Palacios, Andres	Internal correspondences with RS Trust re: DRI unpaid invoice and credit voucher.	0.2
28-02-22	Conorton, Laura	GL Printout	0.1
01-03-22	Palacios, Andres	Correspondence with R. Brown. Prepared check requisition re: snow removal services, flexos producto ltd, Lowes, and gerrie electrical. back and forth emails with N. de Villiers.	1.0

Date	Name	Narrative	Hours
01-03-22	Sleeth, Jorden	Review and approve payments.	0.3
02-03-22	Brown, Rose	Trust Banking Disbursement cheques	0.5
02-03-22	Sleeth, Jorden	Review and approve payments.	0.2
03-03-22	Palacios, Andres	Prepared SR&D as requested by J. Sleeth. Meeting with J. Sleeth re: sale of property.	1.0
03-03-22	Sleeth, Jorden	Review R&D with A. Palacios re: break even query, liaise with.	0.5
04-03-22	Sleeth, Jorden	Various - attend SISP hearing, planning call with M. Sassi, G. Greenbaum and G. Azeff re: SISP launch; internal call re: role for Deloitte Real Estate in SISP, attending to SISP launch (RFP launch email, broker listing).	3.5
07-03-22	Brown, Rose	Trust Banking - deposit	0.8
07-03-22	Palacios, Andres	Reviewed mail correspondences and reconciled required invoice payment.	0.5
07-03-22	Sleeth, Jorden	Review and execute APS.	0.4
09-03-22	Sleeth, Jorden	Email to S. Iriarte re: bidder re-submissions.	0.3
11-03-22	Sleeth, Jorden	Review offers, draft queries for realtor to follow up.	0.5
12-03-22	Sleeth, Jorden	Review and execute APS.	0.3
14-03-22	Palacios, Andres	Correspondences with Natasa.	0.3
15-03-22	Vanderlaan, Toni	Status update and sales process	0.5
15-03-22	Sleeth, Jorden	Review chattels request, call with S. Iriarte re: same.	0.3
16-03-22	Vanderlaan, Toni	Emails and calls in respect of revised conditional offer File status update discussion	0.5
16-03-22	Sleeth, Jorden	Update/handoff call with T. Vanderlaan.	0.1
17-03-22	Vanderlaan, Toni	Sign back of conditional offer Emails and review of revised termination agreement with RCC	0.8
17-03-22	Palacios, Andres	Email from Natasa re: missing payments.	0.1
21-03-22	Vanderlaan, Toni	Discussions in respect of termination agreement Billings and cash requirements	0.5
21-03-22	Palacios, Andres	Status update email with T. Vanderlaan	0.1
22-03-22	Vanderlaan, Toni	Waiver for sales agreement Payments approval	0.4
22-03-22	Palacios, Andres	Reconciled invoice payments and ASCEND. Prepared several cheque requisitions and submitted for approval.	2.5

Date	Name	Narrative	Hours
23-03-22	Conorton, Laura	Processing cheques for Fisher Prop Maintenance, City of Cambridge Water, Grant-Cater Mechanical, Thornton Grout Finnigam. Delta Elevator	2.2
23-03-22	Palacios, Andres	Sorted out Receiver's fees and costs. Prepared cheque req. and routed for approval and payment	0.5
23-03-22	Brown, Rose	Review deposit on file and send listing to TV.	0.3
24-03-22	Conorton, Laura	Correspondence with A. Palacios and R.Brown on payment request to DRI	0.2
24-03-22	Vanderlaan, Toni	Follow up on RCC rent and termination agreement	0.3
25-03-22	Conorton, Laura	Processing wire payment to DRI; admin	0.5
29-03-22	Vanderlaan, Toni	Review of tolling agreement Discussion in respect of termination agreement	0.5
29-03-22	Palacios, Andres	Prepared cheque requisition to pay several invoices.	1.0
30-03-22	Vanderlaan, Toni	Call with Coldpoint and TGF to discuss tolling agreement	0.3
Total	1	•	30.0

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership.

Please see attached appendices.

Sales Tax

Invoice 8002804801

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Date: August 03, 2022
Client No.: 1470081
WBS#: WDG00001
Engagement Partner: Toni Vanderlaan

GST/HST Registration: 122893605RT0001 QST Registration: 1000870419TQ0002

HST applicable	27,832.50
Administrative Expense	1,948.28

HST at 13.00 % 3,871.50

Total Amount Due (CAD) 33,652.28

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount	
Sleeth, Jorden	Partner	0.8	695.00	556.00	
Vanderlaan, Toni	Partner	20.3	695.00	14,108.50	
Damiani, Stefano	Director	0.2	580.00	116.00	
Brown, Rose	Manager	6.6	450.00	2,970.00	
Conorton, Laura	Consultant	0.8	295.00	236.00	
Palacios, Andres	Senior	24.8	395.00	9,796.00	
Florea, Ramona	Analyst	0.2	250.00	50.00	
Total Professional H	ours and Fees	53.7		27,832.50	
Out-of-pocket Expense	-				
Total Fees and Expe	Total Fees and Expenses (CAD)				

Appendix #2
Work performed from April 1, 2022 to July 15, 2022

Date	Name	Narrative	Hours
01-04-22	Vanderlaan, Toni	Updated RCC agreement	0.2
04-04-22	Palacios, Andres	ASCEND reconciliation. Reviewed new invoices. Prepared cheque req for payment.	1.0
05-04-22	Brown, Rose	Scan and email copy of cheque rec 'd for deposit to TV/Andres	0.2
05-04-22	Conorton, Laura	R&D Report	0.1
05-04-22	Vanderlaan, Toni	Preparation of Receiver's report. Responding to requests from RCCPreparation of R&D	2.8
06-04-22	Vanderlaan, Toni	Receipts for rental amounts an	0.2
06-04-22	Conorton, Laura	Processing cheque payment to Energy+	0.4
06-04-22	Brown, Rose	Trust Banking Administration - Deposit.	0.5
07-04-22	Brown, Rose	Trust Banking Administration - Deposit.	0.4
08-04-22	Vanderlaan, Toni	Edits to report Emails with counsel regarding stakeholder inquiries	0.7
11-04-22	Vanderlaan, Toni	Changes to report	0.3
11-04-22	Palacios, Andres	Prepared cheque requisition and routed for payment.	0.5
11-04-22	Sleeth, Jorden	QC review of Receiver First report, provide comments to T. Vanderlaan	0.8
13-04-22	Vanderlaan, Toni	Payments to suppliers	0.2
13-04-22	Palacios, Andres	Prepared cheque requisition and routed for payment.	1.0
14-04-22	Palacios, Andres	Prepared cheque requisition and routed for payment.	0.8
19-04-22	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.4
20-04-22	Palacios, Andres	Reviewed invoices and prepared cheque reqs.	0.7
23-04-22	Vanderlaan, Toni	Amendment request sale contract	0.2
25-04-22	Palacios, Andres	Clean-up email inbox	0.2
26-04-22	Brown, Rose	Trust Banking Administration - scan mail rec'd and send to TV/A	0.2
26-04-22	Palacios, Andres	Reviewed emails from N. de Villiers.	0.2

Date	Name	Narrative	Hours
28-04-22	Palacios, Andres	reconciled utility payment and proceeded to prepare cheque requisitions.	1.0
29-04-22	Vanderlaan, Toni	Response to TCC request for additional information.	0.8
02-05-22	Brown, Rose	Trust Banking Adm - Inquiry regarding outstanding invoices, Prepare cheques and have signed and send out.	0.7
02-05-22	Palacios, Andres	Prepared cheque requisitions and routed for payment. Reconciled trust account with paid invoices.	1.0
10-05-22	Palacios, Andres	Reviewed invoices and prepared cheque requisitions. Reconciled Richardson Fire Systems	1.0
11-05-22	Brown, Rose	Trust Banking Adm - Deposits.	0.5
12-05-22	Vanderlaan, Toni	Call with Graham Singh and Leanne Williams to address title concern raised by prospective purchaser.	0.5
12-05-22	Palacios, Andres	Prepared cheque requisitions and routed for payment	1.0
13-05-22	Vanderlaan, Toni	Discussions with TCF regarding concerns with property and permitting issues.	0.5
16-05-22	Vanderlaan, Toni	Status discussion and strategy discussion for ownership/title issue and RCC lease termination and rent	0.5
17-05-22	Vanderlaan, Toni	Call with respect to title with Miller Thomson and TGFPayment of invoices related to 15 Wellington	0.7
18-05-22	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.5
18-05-22	Palacios, Andres	prepared cheque requisitions and routed for payments.	1.0
18-05-22	Vanderlaan, Toni	Email correspondence	0.1
24-05-22	Brown, Rose	Estate Adm - Scan mail rec'd and send to Ap/TV.	0.2
24-05-22	Vanderlaan, Toni	Follow up on various questions for potential purchaser	0.6
26-05-22	Vanderlaan, Toni	Discussions in respect of revised offer and waiver	0.8
27-05-22	Vanderlaan, Toni	Acceptance of revised offer and waiver	0.4
30-05-22	Vanderlaan, Toni	Final documents on conditions	0.2
31-05-22	Brown, Rose	Send reminder Email for Bill payment.	0.1
31-05-22	Vanderlaan, Toni	Discussions in respect of deal terms	0.5
01-06-22	Brown, Rose	Trust Banking Administration - Deposit.	0.3
01-06-22	Vanderlaan, Toni	Signing revised documents	0.2
01-06-22	Palacios, Andres	Ascend reconciliation. Reviewed invoices and prepared cheque requisitions.	1.0

Date	Name	Narrative	Hours
03-06-22	Brown, Rose	Trust Banking Adm - Disbursement cheques.	0.4
06-06-22	Brown, Rose	Trust Banking Adm - Deposit.	0.4
07-06-22	Brown, Rose	Trust Banking Adm - deposit.	0.3
07-06-22	Vanderlaan, Toni	Revisions and updates to second report Discussions with TGF	1.6
07-06-22	Palacios, Andres	Monitored email, prepared cheque requisitions.	1.0
09-06-22	Brown, Rose	Trust banking Adm - Disbursement cheques and pull Order has support.	0.5
13-06-22	Vanderlaan, Toni	Follow up with TGF on closing information Accounting and supplier payments	0.6
14-06-22	Palacios, Andres	ASCEND reconciliation. Prepared cheque requisitions and routed for payment.	1.0
14-06-22	Vanderlaan, Toni	Payments to suppliers	0.2
15-06-22	Conorton, Laura	Completion of cheque payment to DRI, filing admin; review of invoices paid	0.3
15-06-22	Vanderlaan, Toni	Payments and information gathering for purchaser	0.3
16-06-22	Palacios, Andres	Reviewed operations' invoices, and reconciled with paid invoiced. Advised Natasa of payment status.	1.0
17-06-22	Vanderlaan, Toni	Information on contracts for new purchaser and closing adjustments	0.3
21-06-22	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.3
21-06-22	Palacios, Andres	Reviewed recurring creditor's constituents, and prepared spreadsheet with current information. Prepared letter to inform creditors/vendors of sale process and effective ownership date change.	2.0
22-06-22	Vanderlaan, Toni	Purchaser requests	0.2
22-06-22	Palacios, Andres	Monitored email. Prepared cheque requisition	1.0
24-06-22	Vanderlaan, Toni	Requests from purchaser	0.2
24-06-22	Palacios, Andres	Reviewed GL account and prepared cheque requisitions	1.0
28-06-22	Vanderlaan, Toni	Responding to creditors and sale process matters	0.2
29-06-22	Palacios, Andres	Prepared cheque reqs. and followed-up on previous approval request. Phone call with G. Singh from Trinity Centers Foundation.	1.0
30-06-22	Palacios, Andres	Followed up on cheque requisitions requests.	0.4
05-07-22	Brown, Rose	Trust Banking Administration - Deposit.	0.4

Date	Name	Narrative	Hours
05-07-22	Vanderlaan, Toni	Preparation for closing of sale	0.4
05-07-22	Palacios, Andres	Contacted recurring creditors/vendors to confirm cancellation of services. Prepared letter request and emailed/faxed to vendors.	2.0
06-07-22	Vanderlaan, Toni	Dealing with pre-closing issues	0.7
06-07-22	Palacios, Andres	Prepared cheque requisition for several invoices. Dealt with vendors inquiries. Long phone call with Bell Canada re: cancellation of services.	2.0
07-07-22	Brown, Rose	Trust Banking Administration - Deposit.	0.3
07-07-22	Vanderlaan, Toni	Closing discussions and materials for closing Call with Natasha re vandalism	2.2
08-07-22	Vanderlaan, Toni	Follow up on closing, insurance, window replacement, inquiries from the tenants	1.7
08-07-22	Palacios, Andres	Clean up/responded to creditors inquiries.	1.0
11-07-22	Damiani, Stefano	Review and sign Ontario Land Registry Document General; review Court Order; email and telephone correspondence with L. Williams of TGF.	0.2
11-07-22	Vanderlaan, Toni	Follow up on closing, organizing signature of documents dealing with property manager on window replacement and final suppliers	0.8
12-07-22	Florea, Ramona	Insolvency website updates.	0.2
13-07-22	Vanderlaan, Toni	Responding to stakeholders and payments	0.3
14-07-22	Palacios, Andres	provided information to legal counsel. corresponded with vendors.	1.0
15-07-22	Vanderlaan, Toni	Responding to stakeholders	0.2
Total	1		53.7

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

For professional services rendered

Fees

Court appointed receivership.

Please see attached appendices.

Sales Tax

Invoice 8002863702

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Date: August 31, 2022 Client No.: 1470081 WBS#: WDG00001 Engagement Partner: Toni Vanderlaan

GST/HST Registration: 122893605RT0001 QST Registration: 1000870419TQ0002

HST applicable	3,403.00
Administrative Expense	238.21

HST at 13.00 % 473.36

Total Amount Due (CAD) 4,114.57

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount
Vanderlaan, Toni	Partner	1.6	695.00	1,112.00
Palacios, Andres	Senior	5.6	395.00	2,212.00
Dew, Todd	Senior	0.2	395.00	79.00
Total Professional H	3,403.00			
Out-of-pocket Expense	-			
Total Fees and Expe	3,403.00			

Appendix #2 Work performed from July 16, 2022 to July 31, 2022

Date	Name	Narrative	Hours
18-07-22	Vanderlaan, Toni	Responding to stakeholders	0.2
18-07-22	Palacios, Andres	Q&A with Trevor Pope re: HST applicable taxes on sale of proceeds.	1.0
19-07-22	Vanderlaan, Toni	Review of security opinion Responding to stakeholders Follow up with counsel	0.7
20-07-22	Dew, Todd	Trust accounting	0.2
20-07-22	Palacios, Andres	followed up on HST conversation, and final invoices from vendors.	1.3
25-07-22	Palacios, Andres	Dealt with vendor's inquiries. Researched about HST applicability on sale of assets.	1.0
27-07-22	Palacios, Andres	prepared cheque requisitions and routed for payments.	1.0
27-07-22	Vanderlaan, Toni	RCC rents and utilities schedules Discussion with L. Williams	0.7
29-07-22	Palacios, Andres	Dealt with insurance premium refund. provided DRI account info. Inquiries with vendors, and followed up on final invoices.	1.3
Total	1	1	7.4

ATTN: Toni Vanderlaan Trinity Center Cambridge Deloitte Restructuring Inc. Receiver Trinity Centre Cambridge 8 Adelaide St. W Suite 200 Toronto ON M5H 0A9 Canada

Invoice 8003105973

Deloitte Restructuring Inc.

Bay Adelaide Centre 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Tel: (416) 601-6150 Fax: (416) 601-6151 www.deloitte.ca

Engagement Partner:

Date: December 01, 2022 Client No.: 1470081 WBS#: WDG00001

Toni Vanderlaan

GST/HST Registration: 122893605RT0001 QST Registration: 1012314163TQ0001

For professional services rendered

Fees

Court appointed receivership.

Please see attached appendices.

HST applicable 25,166.00

Expense

Out-of-pocket Expenses

HST applicable 60.98 Administrative Expense 1,761.62

Sales Tax

HST at 13.00 % 3,508.52

Total Amount Due (CAD) 30,497.12

Appendix #1 Summary of Fees

Name	Level	Hours	Rate	Amount
Vanderlaan, Toni	Partner	15.8	695.00	10,981.00
Brown, Rose	Manager	5.3	450.00	2,385.00
Conorton, Laura	Consultant	0.5	295.00	147.50
Palacios, Andres	Senior	8.2	395.00	3,239.00
Dew, Todd	Senior	0.6	395.00	237.00
Borzellino, Krista	Senior	20.7	395.00	8,176.50
Total Professional Ho	25,166.00			
Out-of-pocket Expense	60.98			
Total Fees and Exper	25,226.98			

Appendix #2
Work performed from August 1, 2022 to October 31, 2022

Date	Name	Narrative	Hours
8/2/2022	Vanderlaan, Toni	Follow up on required payments	0.2
8/2/2022	Brown, Rose	Trust Banking Adm - Inquiry about rent cheques, Void and scan postdate cheques and file back up.	0.7
8/2/2022	Palacios, Andres	Followed up on HST w internal Deloitte member.	0.5
8/3/2022	Brown, Rose	Trust Banking - request print out for RBC, Reconcile Ascend to Bank and confirm balance in account with AP.	0.3
8/3/2022	Palacios, Andres	Reconciled ASCEND and RBC bank statement. prepared cheque requisition. back and forth with RS Trust re: wire deposit.	1.5
8/3/2022	Vanderlaan, Toni	Call with WEHL and TGFReview of lease schedules and market information for RCC discussionsBill payments and TMI discussions	2.1
8/4/2022	Brown, Rose	Scan and send Mail to AP.	0.1
8/4/2022	Conorton, Laura	Processing wire payment to DRI	0.5
8/8/2022	Vanderlaan, Toni	Revision of market rent analysis and emails with TGF	1.2
8/9/2022	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.3
8/9/2022	Vanderlaan, Toni	Call with counsel to RCCReview of TMI and rent analysis based on information from call	1.5
8/15/2022	Palacios, Andres	Internal meeting with T. Vanderlaan re: TMI calculation and final invoices.	0.3
8/16/2022	Vanderlaan, Toni	Payments and planning for distribution	0.2
8/17/2022	Vanderlaan, Toni	Response to letter from Wehl Litigation	0.7
8/22/2022	Palacios, Andres	Prepared cheque requisitions. Responded to vendor's inquiries, and inbox clean up	1.0
8/22/2022	Vanderlaan, Toni	Revised TMI calculation	0.3
8/23/2022	Brown, Rose	Request back of to Jul 12/22 wire.	0.1
8/23/2022	Palacios, Andres	Back and forth with Trust RS re: refund cheques. Followed up on Receipt voucher back up information	0.8
8/23/2022	Vanderlaan, Toni	Review of correspondence from WehlResponse to L. WilliamFollow up on settlements schedule	0.7

Date	Name	Narrative	Hours
8/24/2022	Brown, Rose	Follow up on Wire rec'd to obtain back up for recording in Ascend.	0.1
8/25/2022	Palacios, Andres	ASCEND reconciliation. Followed up with vendors/creditors. Prepared cheque requisitions and updated TMIs	1.5
8/25/2022	Vanderlaan, Toni	Settlements schedule Review of revised TMI schedule for One Movement	0.4
8/25/2022	Dew, Todd	Bank reconciliation	0.2
8/29/2022	Palacios, Andres	Followed up on vendors final invoices. Back and forth with T. Vanderlaan on transition plan	1.6
8/29/2022	Vanderlaan, Toni	Follow up on TMI calculation and closing schedules.	0.2
8/30/2022	Palacios, Andres	Sent outstanding items to K. Borzellino. Drafted handover email. Discussion with RS Trust on receipt voucher	1.0
8/31/2022	Brown, Rose	Complete entries in Ascend for sale wire received on July 12, 2022. Scan and save on Q drive.	0.4
8/31/2022	Vanderlaan, Toni	Update email to TGF and summary of closing matters.	0.4
9/8/2022	Vanderlaan, Toni	Status update discussion with K. Borzellino to update cash flow scheduleCall with TFG and Secured Creditor to discuss options	1.5
9/8/2022	Borzellino, Krista	Onboarding meeting with T.Vanderlaan. Called vendors re: outstanding invoices. Prepared cash balance reconciliation. Emails with Front Row Insurance.	4.0
9/9/2022	Borzellino, Krista	Contacted remaining vendors re: outstanding invoices. Call with N.De Villiers re: outstanding invoices.	1.5
9/12/2022	Vanderlaan, Toni	Follow up on requests to finalize billings	0.1
9/12/2022	Borzellino, Krista	Emails with Front Row Insurance.	0.3
9/13/2022	Borzellino, Krista	Follow-up with remaining vendors re: outstanding invoices.	0.5
9/14/2022	Borzellino, Krista	Prepared final payment reconciliation for review based on all outstanding invoices.	1.0
9/16/2022	Vanderlaan, Toni	payments reconciliation and TMI calc updates	0.2
9/16/2022	Dew, Todd	Bank reconciliations	0.2
9/19/2022	Borzellino, Krista	Prepared cheque requisitions for outstanding invoices. Emails and call with T.Vanderlaan re: TMI calculation.	3.0
9/19/2022	Vanderlaan, Toni	Review and approval of payments of invoices - preparing amounts for settlement/demand letter	0.8
9/20/2022	Brown, Rose	Trust Banking Administration - Disbursement cheques.	1.7
9/20/2022	Vanderlaan, Toni	Calls and emails in respect of closing schedules for TMI	0.7

Date	Name	Narrative	Hours
9/20/2022	Borzellino, Krista	Emails with R.Brown re: gathering outstanding invoice information. Call with T.Vanderlaan re: TMI calculation. Prepared TMI calculation for pre/post filing and prepared updated cash balance. Emails with Front Row Insurance re: refund.	3.5
9/21/2022	Vanderlaan, Toni	Finalizing TMI schedules and information for RCC settlement letter	1.2
9/22/2022	Borzellino, Krista	Emails with Front Row Insurance re: refund cheque.	0.4
9/23/2022	Vanderlaan, Toni	Final review of settlement letter	0.2
9/23/2022	Borzellino, Krista	Emails with Front Row Insurance re: refund cheque.	0.3
9/29/2022	Borzellino, Krista	Emails with Front Row Insurance re: refund cheque.	0.4
10/6/2022	Borzellino, Krista	Prepared cheque requisition. Emails with Front Row Insurance. Emails with T.Vanderlaan re invoice payments.	0.5
10/7/2022	Vanderlaan, Toni	Call with RCC counsel re; unpaid rent and TMI	1.2
10/11/2022	Vanderlaan, Toni	TMI and security email to RCC	0.4
10/12/2022	Brown, Rose	Trust banking Adm-disbursement cheque	0.2
10/14/2022	Vanderlaan, Toni	Review of RCC response and supporting docs counter to their claim	0.5
10/17/2022	Borzellino, Krista	Call with T.Vanderlaan re: HST & update.	0.5
10/18/2022	Borzellino, Krista	Call with City of Cambridge re: Ptax. Emails with T.Vanderlaan & L.Williams regarding same. Emails with City of Cambridge Ptax. Call with Enbridge re outstanding payments. Prepared cheque requisitions.	2.0
10/19/2022	Borzellino, Krista	Meeting with R.Brown re remaining outstanding invoice preparation. Emails with T.Vanderlaan regarding same.	1.0
10/19/2022	Vanderlaan, Toni	Follow up on various aspects of lease and RCC counterclaim	0.4
10/19/2022	Brown, Rose	Trust Banking Administration - Discuss Bell schedules with KB. Prepare disbursement cheques.	1.0
10/21/2022	Borzellino, Krista	Emails with Front Row Insurance. Prepared deposit requisition form for refund from same.	0.3
10/21/2022	Brown, Rose	Trust Banking Adm - Prepare deposit and take to the bank.	0.4
10/25/2022	Dew, Todd	Bank reconciliations	0.2
10/25/2022	Borzellino, Krista	Call with CRA re: account admin & filing HST returns. Submitted application with insolvency intake center. Emails with C.Wong re invoice admin.	1.0
10/27/2022	Borzellino, Krista	Call with N.Mohammed re: invoice admin. Prepared wire requisition form for payment.	0.5

Date	Name	Narrative	Hours
10/31/2022	Vanderlaan, Toni	Update call to discuss case conference versus other options.	0.7
Total			51.1

GRAHAM SINGH, et al

Plaintiff

- and -

Defendants

Court File No. CV-21-00672899-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceedings commenced at Kitchener, Ontario

AFFIDAVIT OF TONI VANDERLAAN (Sworn December 1, 2022)

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200

Toronto, ON M5K 1K7 Fax: (416) 304-1313 Leanne M. Williams (LSO# 41877E)

Email: <u>lwilliams@tgf.ca</u>

Tel: (416) 304-0060

Lawyers for the Defendant, Coldpoint Holdings Ltd.

APPENDIX "CC"

Affidavit of Leanne M. Williams sworn December 1, 2022

APPENDIX "CC"

Court File No. CV-21-00672899-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

AFFIDAVIT OF LEANNE M. WILLIAMS

(Sworn December 1, 2022)

I, **LEANNE M. WILLIAMS**, of the City of Toronto, in the Province of Ontario, **MAKE**OATH AND SAY AS FOLLOWS:

- 1. I am a Barrister and Solicitor qualified to practice law in the Province of Ontario and I am a partner in the firm of Thornton Grout Finnigan LLP ("TGF"), lawyers for Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Trinity Centres Cambridge 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.
- 2. Attached hereto as Exhibit "A" are copies of the Bills of Costs (the "Invoices") issued to the Receiver by TGF for fees and disbursements incurred by TGF in the course of this receivership proceeding for the period September 21, 2021 to October 31, 2022 (the "Fee Approval Period").
- 3. As evidenced by the Invoices attached at Exhibit "A", in the course of the Fee Approval Period, TGF counsel, students and law clerks have expended a total of 136.20 hours in connection

with this proceeding, and have incurred CAD \$111,655.00 in fees, CAD \$18,133.73 in disbursements and CAD \$16,872.53 in HST, for a total of CAD \$147,057.96

- 4. Attached hereto as Exhibit "**B**" is a schedule summarizing the Invoices and the total billable hours charged.
- 5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call and billing rates of each of the TGF lawyers who acted for the Receiver during the Fee Approval Period.
- 6. To the best of my knowledge, the rates charged by TGF in the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.
- 7. The hourly billing rates outlined in Exhibit "C" to this affidavit are comparable to the hourly rates charged by TGF for services rendered in relation to similar proceedings.
- 8. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver, including those of its counsel.

SWORN remotely via videoconference, by LEANNE M. WILLIAMS stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Toronto, the Province of Ontario, this 1st day of December, 2022, in accordance with O. Reg 431/20, *Administering Oath or Declaration Remotely*.

LEANNE M. WILLIAMS

Commissioner for Taking Affidavits, etc.

Maria Magni, a Commissioner, etc Province of Ontario, for Thornton Grout Finnigan LLP, Barristers and Solicitors, Expires June 5, 2024, This is Exhibit "A" referred to in the Affidavit of Leanne Williams sworn by Leanne Williams at the City of Toronto, in the Province of Ontario, before me this 1st day of December, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

MARIA MAGNI

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

FIRST BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending September 30, 2021

Sep-21-21	Emails in respect of form of order; prepare for and attend hearing; conference call with the Receiver and telephone call in respect of management of the property; emails with D. Wood;	2.10	LMW
Sep-22-21	Emails in respect of filing of materials;	0.10	LMW
Sep-27-21	Emails with the Receiver in respect of the status; emails with D. Wood;	0.30	LMW
Sep-28-21	Emails with T. Vanderlaan regarding status of discussions with realtors; emails with D. Wood;	0.20	LMW
Sep-30-21	Emails in respect of Proactive lease; review same and draft letter to Proactive;	0.50	LMW

<u>Lawyer</u>	Hours	Amount
Leanne M. Williams	3.20	2,640.00
TOTAL FEE HEREIN HST on Fees		\$2,640.00 \$343.20

Total Fees and HST

\$2,983.20

OUR ACCOUNT HEREIN

\$2,983.20

Thornton Grout Finnigan LLP



Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046

Invoice No. 37424

Date: Oct 22/21

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

and

Plaintiff

Defendants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

FIRST BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: lwilliams@tgf.ca Tel: (416) 304-1616 Lawyers for Deloitte Restructuring Inc., the Court-Appointed Receiver

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

SECOND BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending October 31, 2021

Tor the period (anding October 51, 2021		
Oct-05-21	Emails with T. Vanderlaan regarding property maintenance issues;	0.20	LMW
Oct-06-21	Emails with T. Vanderlaan in respect of RCC option to purchase;	0.20	LMW
Oct-07-21	Emails in respect of RCC option to purchase; review summary of broker proposals; emails regarding same;	0.40	LMW
Oct-08-21	Emails with T. Vanderlaan regarding call with S. Erskine; letter from M. van Zandvoort in respect of additional claim filed by RCC; emails regarding same;	0.50	LMW
Oct-12-21	Emails and telephone call with T. Vanderlaan in respect of real estate proposals; emails in respect of RCC purchase option;	0.30	LMW
Oct-22-21	Emails in respect of selection of realtor; letter from counsel to RCC regarding continuation of claim; emails regarding same;	0.50	LMW
Oct-23-21	Emails in respect of RCC lease;	0.30	LMW
Oct-25-21	Emails with T. Vanderlaan in respect of broker engagement and RCC lease; briefly review broker agreement;	0.30	LMW
Oct-26-21	Telephone call with T. Vanderlaan in respect of outstanding issues; emails regarding quantification of RCC rent;	0.50	LMW
Oct-27-21	Emails in respect of RCC lease; emails in respect of brokerage agreement;	0.30	LMW
Oct-28-21	Emails in respect of potential purchaser for property; emails in	0.30	LMW

respect of listing agreement;

Oct-29-21 Emails and telephone call with M. van Zandvoort in respect of 0.90 LMW

status of sales process; prepare letter to RCC regarding lease;

Lawyer	Hours	Amount
Leanne M. Williams	4.70	4,465.00
TOTAL FEE HEREIN HST on Fees		\$4,465.00 \$580.45

Total Fees and HST \$5,045.45

OUR ACCOUNT HEREIN \$5,045.45

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046

Invoice No. 37547

Date: Nov 17/21

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

Plaintiff

and

Defendants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

SECOND BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

Lawyers for Deloitte Restructuring Inc., the Court-Appointed Receiver

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

THIRD BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending February 28, 2022

Oct-04-21	Emails and telephone call with T. Vanderlaan in respect of outstanding issues; conference call with D. Wood and T. Vanderlaan regarding same;	1.20	LMW
	Research potential legal issues;	0.60	MJCG
Oct-05-21	Research and draft memo regarding legal issues;	2.50	MJCG
Oct-06-21	Revise memo regarding legal issues;	0.50	MJCG
Oct-14-21	Emails in respect of selection of sales broker;	0.20	LMW
Oct-30-21	Emails with T. Vanderlaan in respect of RCC tenancy; revise letter to RCC;	0.60	LMW
Nov-01-21	Letter from S. Erskin; emails regarding same;	0.40	LMW
Nov-02-21	Conference call with T. Vanderlaan and real estate broker; emails in respect of call with S. Erskine to discuss RCC lease;	0.60	LMW
Nov-03-21	Emails in respect of RCC lease;	0.20	LMW
Nov-04-21	Emails in respect of timing of property listing;	0.10	LMW
Nov-05-21	Telephone call with counsel to RCC in respect of rent increase and use of space; telephone call with T. Vanderlaan regarding same;	0.70	LMW
Nov-09-21	Emails in respect of MLS listing;	0.10	LMW

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Nov-11-21	Telephone call with T. Vanderlaan in respect of lease calculations; emails regarding same;	0.40	LMW
Nov-14-21	Emails and conference call in respect of offer received; review offer terms;	0.50	LMW
Nov-15-21	Conference call with counsel to RCC in respect of lease terms; further telephone call with T. Vanderlaan regarding same;	0.30	LMW
Nov-17-21	Emails in respect of status of sale process;	0.20	LMW
Nov-18-21	Emails in respect of offer received;	0.20	LMW
Nov-19-21	Emails in respect of offer received; review additional offer received;	0.40	LMW
Nov-20-21	Conference call in respect of offers received; further call in respect of next steps for Coldpoint; emails in respect of negotiations with potential purchasers;	0.70	LMW
Nov-22-21	Emails in respect of RCC lease and offer to purchase; letter from RCC regarding lease terms; emails with T. Vanderlaan regarding same; emails in respect of discussions with potential purchasers;	0.80	LMW
Nov-23-21	Emails in respect of RCC lease payments; telephone call with T. Vanderlaan in respect of response to RCC; emails regarding offer to purchase;	0.60	LMW
Nov-24-21	Conference call with counsel to RCC to discuss lease terms; telephone call with T. Vanderlaan regarding same;	0.60	LMW
Nov-25-21	Emails in respect of market rent and status of offers;	0.20	LMW
Nov-26-21	Emails in respect of accepted offer; emails regarding due diligence period;	0.30	LMW
Nov-29-21	Emails in respect of purchasers' due diligence questions;	0.20	LMW
Nov-30-21	Emails in respect of transfer of file to Commercial List;	0.20	LMW
Dec-01-21	Emails in respect of purchaser due diligence; prepare authorization regarding same;	0.40	LMW
Dec-05-21	Review revised claim issued by RCC;	0.20	LMW
Dec-10-21	Emails with T. Vanderlaan regarding status of discussions with purchaser; emails with M. van Zandvoort regarding status;	0.30	LMW
Dec-13-21	Emails with M. van Zandvoort in respect of offer to purchase property;	0.20	LMW
Dec-16-21	Emails in respect of questions from potential purchaser in respect of tenant obligations;	0.40	LMW

			Page .
Dec-17-21	Emails in respect of request to extend due diligence period;	0.20	LMW
Dec-20-21	Email from T. Vanderlaan regarding issues raised by purchaser regarding tenant;	0.20	LMW
	Research and answer questions posed by client concerning the Proactive, One Movement, and River City Christian Reformed Church leases;	4.00	MJCG
Dec-21-21	Emails in respect of sale of property;	0.20	LMW
	Research and answer questions posed by client concerning the Proactive, One Movement, and River City Christian Reformed Church leases; provide answers to same to L. Williams;	3.10	MJCG
Dec-22-21	Emails in respect of issues with purchaser;	0.20	LMW
Dec-23-21	Review memo regarding tenancy issues; emails regarding same; emails regarding extension request;	0.50	LMW
Dec-24-21	Emails in respect of extension request;	0.30	LMW
Dec-30-21	Emails in respect of termination of offer to purchase;	0.20	LMW
Jan-03-22	Emails in respect of offer received;	0.20	LMW
Jan-04-22	Emails in respect of potential sign-back;	0.20	LMW
Jan-05-22	Letter from S. Erskine regarding timing of defense;	0.20	LMW
Jan-06-22	Emails in respect of management fees; review interim order regarding same;	0.30	LMW
Jan-10-22	Emails in respect of offer to purchase;	0.20	LMW
Jan-11-22	Emails in respect of revised offer;	0.20	LMW
Jan-13-22	Emails in respect of sign-back; emails in respect of status of litigation; emails in respect of stay of litigation against receiver; review order regarding same; emails in respect of status of sale of property;	1.20	LMW
Jan-16-22	Emails in respect of sale of property and continuance of actions;	0.10	LMW
Jan-17-22	Emails in respect of sale agreement; conference call with counsel to RCC; prepare rider to APA to deal with vesting order; emails in respect of scheduling motion;	1.10	LMW
Jan-18-22	Emails in respect of APA conditions; prepare condition regarding approval and vesting order; emails regarding same; emails in respect of request for funeral rental; briefly review RCC lease regarding same;	0.90	LMW

			Page 4
Jan-19-22	Emails in respect of case conference; emails in respect of rental of RCC space;	0.20	LMW
Jan-20-22	Emails in respect of funeral request; emails in respect of case conference;	0.30	LMW
Jan-21-22	Emails in respect of case conference; emails with counsel to RCC in respect of outstanding litigation;	0.30	LMW
Jan-25-22	Emails in respect of litigation;	0.20	LMW
Jan-26-22	Emails in respect of status of due diligence;	0.10	LMW
Feb-02-22	Emails in respect of status of due diligence; emails regarding potential extension request and other potential purchasers;	0.50	LMW
Feb-03-22	Emails in respect of extension request from purchaser; emails regarding use of additional space by One Movement;	0.40	LMW
Feb-04-22	Emails in respect of ProActive lease; emails in respect of due diligence request from potential purchaser;	0.40	LMW
Feb-06-22	Email in respect of ProActive lease;	0.10	LMW
Feb-07-22	Emails in respect of ProActive rental; emails regarding due diligence extension request;	0.20	LMW
Feb-10-22	Emails in respect of One Movement requests and claims; emails regarding estimate recoveries;	0.30	LMW
Feb-17-22	Letter from counsel to RCC in respect of conclusion of receivership; emails with T. Vanderlaan regarding same;	0.30	LMW
Feb-22-22	Emails in respect of status of extension request;	0.20	LMW
Feb-23-22	Emails in respect of status of sale of property; emails regarding potential amendment requested by potential purchaser;	0.20	LMW
Feb-26-22	Emails in respect of amendment to APS delivered by the purchaser;	0.40	LMW
Feb-27-22	Review pro and con list in respect of proposed offer amendment;	0.20	LMW
Feb-28-22	Emails in respect of proposed amendment to offer to purchase; telephone call with J. Sleth regarding same; emails with counsel to RCC in respect of offer to purchase;	1.10	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	23.00	22,350.00
Marco Gaspar (Student)	10.70	3,210.00

TOTAL FEE HEREIN	\$25,560.00
HST on Fees	\$3,322.80

Total Fees and HST \$28,882.80

Disbursements:

Computer Research \$324.48

Total Taxable Disbursements \$324.48 HST on Disbursements \$42.18 Total Non-Taxable Disbursements \$0.00

Total Disbursements and HST \$366.66

Total Fees, Disbursements & HST \$29,249.46

OUR ACCOUNT HEREIN \$29,249.46

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046

Invoice No. 38010

Date: Mar 17/22

RIVER CITY CHRISTIAN REFORMED CHURCH

GRAHAM SINGH et al.

Plaintiff

Defendants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

THIRD BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West

Suite 3200, P.O. Box 329. TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E) Email: <u>Iwilliams@tgf.ca</u>

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

FOURTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending March 31, 2022

ror the period	ending March 31, 2022		
Mar-01-22	Emails in respect of amendment request;	0.20	LMW
Mar-02-22	Emails with counsel to RCC regarding potential sale extension; emails in respect of amendment proposed by the buyer and response thereto; emails with D. Wood;	0.60	LMW
Mar-03-22	Emails in respect of proposed amendment; emails in respect of cash flows and status of payment of rents;	0.60	LMW
Mar-04-22	Emails in respect of discussion with potential purchaser; emails in respect of termination of sale agreement;	0.30	LMW
Mar-07-22	Emails in respect of termination of conditional purchase agreement; email to RCC counsel regarding same;	0.30	LMW
Mar-09-22	Emails in respect of offers received and next steps; emails with J. Sleeth; emails in respect of case conference;	0.70	LMW
Mar-10-22	Emails in respect of offers received;	0.20	LMW
Mar-11-22	Emails in respect of revised offer; review same; email in respect of additional offer received;	0.70	LMW
Mar-12-22	Emails in respect of sign back; review and revise same;	0.80	LMW
Mar-15-22	Email with T. Vanderlaan in respect of RCC lease; emails in respect of offer to purchase;	0.40	LMW
Mar-16-22	Emails in respect of chattel listing; emails in respect of RCC lease	0.70	LMW

	termination; emails with counsel to RCC regarding conditional sale of property; email to D. Wood regarding status;		
Mar-17-22	Emails in respect of revised offer; prepare termination agreement; emails regarding same;	0.70	LMW
Mar-22-22	Email to counsel for RCC in respect of termination agreement; emails in respect of solicitor confirmation;	0.20	LMW
Mar-24-22	Emails in respect of RCC termination agreement;	0.20	LMW
Mar-25-22	Revise Tolling Agreement; emails regarding same;	0.20	LMW
Mar-28-22	Emails in respect of tolling agreement;	0.20	LMW
Mar-29-22	Emails in respect of tolling agreement; finalize termination agreement; emails regarding same;	0.60	LMW
Mar-30-22	Conference call with D. Wood and T. Vanderlaan in respect of tolling agreement; emails in respect of litigation claims;	0.50	LMW
Mar-31-22	Emails in respect of tolling agreement; telephone call with counsel to RCC in respect of consolidation consent and termination agreement; emails regarding same;	0.70	LMW

Hours	Amount	
8.80	8,800.00	
	\$8,800.00 \$1,144.00	
		8.80 8,800.00 \$ 8,800.00

Total Fees and HST \$9,944.00

OUR ACCOUNT HEREIN \$9,944.00

Thornton Grout Finnigan LLP



Per: Leanne M. Williams

 Matter No.
 533-046

 Invoice No.
 38092

 Date:
 Apr 18/22

and

GRAHAM SINGH et al.

Defendants Plaintiff

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

FOURTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

FIFTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending April 30, 2022

For the period of	ending April 30, 2022		
Apr-01-22	Emails and telephone call with V. DeMarco;	0.40	LMW
Apr-04-22	Emails in respect of consent to consolidation; telephone call from V. DeMarco in respect of Receiver's Report; emails regarding same;	0.40	LMW
Apr-05-22	Emails regarding receipt of rental cheques; emails in respect of draft report;	0.20	LMW
Apr-06-22	Emails with V. De Marco and T. Vanderlaan in respect of draft report and information requested by RCC; emails regarding tolling agreement;	0.70	LMW
Apr-07-22	Emails in respect of tolling agreement;	0.20	LMW
Apr-08-22	Draft response to V. de Marco in respect of interim report;	0.20	LMW
Apr-11-22	Emails with counsel to RCC in respect of draft Receiver's Report; letter regarding revised claim; review and revise draft Report;	1.30	LMW
Apr-12-22	Emails to finalize Receiver's Report;	0.20	LMW
Apr-13-22	Emails in respect of finalization of report; emails in respect of service of same;	0.40	LMW
	Instructions from L. Williams regarding service of report; review and revise same; emails with L. Williams regarding same; emails with M. Magni regarding service list and revisions to same; attend to service of report;	2.90	RGM

Apr-21-22	Emails and telephone call with V. DeMarco in respect of Receiver's Report and RCC claim;	0.40	LMW
Apr-22-22	Emails in respect of request for extension from potential purchaser;	0.30	LMW
Apr-23-22	Email from agent in respect of sale process;	0.10	LMW
Apr-28-22	Emails in respect of status of discussions with potential purchaser;	0.20	LMW
Apr-29-22	Emails in respect of release of sale agreement; letter from counsel to RCC; emails with T. Vanderlaan regarding same; emails in respect of delivery of statements of defense;	0.70	LMW
Apr-30-22	Emails in respect of release of offer;	0.10	LMW

<u>Lawyer</u>	<u>Hours</u>	Amount	
Leanne M. Williams Roxana Manea (Law Clerk)	5.80 2.90	5,800.00 1,015.00	
TOTAL FEE HEREIN HST on Fees		\$6,815.00 <u>\$885.95</u>	
Total Fees and HST			<u>\$7,700.95</u>

OUR ACCOUNT HEREIN \$7,700.95

Thornton Grout Finnigan LLP

Day Market May 1

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046 Invoice No. 38251 Date: May 18/22

Plaintiff

and

Defendants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

FIFTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

SIXTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending May 31, 2022

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May-02-22	Emails in respect of delivery of statements of defence;	0.20	LMW
May-03-22	Emails in respect of new offer received;	0.20	LMW
May-04-22	Emails in respect of APA;	0.20	LMW
May-05-22	Emails in respect of sign-back of sale agreement;	0.20	LMW
May-11-22	Emails in respect of offer to purchase; emails in respect of title issue;	0.30	LMW
May-12-22	Telephone call with G. Singh in respect of historical title issues; emails regarding same;	0.60	LMW
May-13-22	Emails in respect of communications with purchaser; review closing book in respect of title issue; emails in respect of lease terminations;	1.50	LMW
May-16-22	Telephone call with T. Vanderlaan regarding RCC issues; email to V. DeMarco regarding termination agreement; emails in respect of title issues; review materials regarding same;	1.40	LMW
May-17-22	Conference call with Miller Thomson regarding land title issue; emails regarding same;	0.80	LMW
May-18-22	Briefly review letter from counsel to RCC; emails regarding communication with purchaser regarding title issues;	0.30	LMW
May-20-22	Emails in respect of letter to RCC regarding Report;	0.20	LMW

May-23-22	Finalize letter to RCC counsel;	0.20	LMW
May-25-22	Emails in respect of sale of property and effect of leases; email to V. DeMarco regarding termination agreement;	0.40	LMW
May-26-22	Emails in respect of letter to S. Erskine;	0.20	LMW
	Emails in respect of waiver of conditions and request for price reduction; emails in respect of RCC termination;	0.90	LMW
May-27-22	Emails in respect of waiver of conditions; emails in respect of change of name of purchaser and deposit; review amendment; emails in respect of RCC termination; telephone calls with V. DeMarco regarding same;	1.40	LMW
May-28-22	Email in respect of waiver; emails with T. Vanderlaan;	0.20	LMW
May-30-22	Email regarding purchase price amendment;	0.10	LMW
May-30-22 May-31-22	Email regarding purchase price amendment; Email to V. De Marco regarding termination of RCC lease; telephone call with V. De Marco regarding same; prepare termination letter; emails regarding same; telephone call from and to purchaser's counsel; emails in respect of timing of sale motion; emails in respect of position taken by RCC;	0.10 1.40	LMW LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams Roxana Manea (Law Clerk)	10.70 0.30	10,165.00 105.00
TOTAL FEE HEREIN HST on Fees		\$10,270.00 \$1,335.10

Total Fees and HST \$11,605.10 \$11,605.10

OUR ACCOUNT HEREIN

Thornton Grout Finnigan LLP



Per: Leanne M. Williams E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046 Invoice No. 38371 Jun 27/22

and

Plaintiff/Respondent

Defendants/Applicants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

SIXTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West

Suite 3200, P.O. Box 329. TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

SEVENTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending June 30, 2022

Jun-01-22	Email enclosing completed sale agreement and waivers; emails in respect of timing of court hearing; telephone call with counsel to the purchaser; emails regarding same; emails in respect of motion materials;	1.10	LMW
Jun-02-22	Emails in respect of booking court hearing; telephone call with purchaser's counsel; email to T. Vanderlaan; emails with M. van Zandvoort in respect of sale of property; prepare and circulate draft Order;	2.10	LMW
Jun-03-22	Emails in respect of assignment agreement; review same; emails with purchaser's counsel regarding closing;	0.50	LMW
Jun-05-22	Further revise draft order; emails in respect of same;	0.40	LMW
Jun-06-22	Emails in respect of court materials; emails with V. De Marco regarding draft order; emails in respect of assignment of APA;	0.40	LMW
Jun-07-22	Telephone call with V. De Marco in respect of terms of draft order; revise same and email to V. De Marco; emails in respect of court materials; emails in respect of security opinion; emails in respect of timing of distribution; emails in respect of schedules to vesting order; emails with V. De Marco regarding revised order; emails with T. Vanderlaan regarding fee approval; review and revise draft Second Report; further revise draft order; emails regarding same;	3.90	LMW
	Instructions from L. Williams regarding preparation of schedules of encumbrances to AVO; obtain PINs (x2) for 15 Wellington, Cambridge, ON and copies of instruments; review same and consider prior transfers registered on PIN still in registry system; review and revise draft Order and complete schedules; email to L.	3.70	RGM

	Williams with clean and backline AVO; further instructions from L. Williams and prepare draft Fee Affidavit and schedules/calculations for same;		
Jun-08-22	Emails in respect of court materials; continue to prepare same; telephone call with V. De Marco; finalize materials;	2.40	LMW
	Emails with L. Williams regarding fee affidavit; instructions from L. Williams regarding notice of motion; review and revise same; further emails regarding Second Report and appendices; revise Second Report to include reference to redacted APA and amendment; revise draft AVO; assemble appendices to Second Report; circulate Second Report to L. Williams for review and sign off; prepare electronic motion record, bookmark same and attend to service;	4.90	RGM
	Meeting with L. Williams to discuss strategy for drafting Notice of Motion; preparation of Notice of Motion pursuant to said meeting;	1.80	AR
Jun-09-22	Emails in respect of court hearing; telephone call from V. De Marco in respect of form or order; emails in respect of security review; emails in respect of hearing particulars; emails from counsel in respect of attendance at same; emails in respect of confidential appendix; emails regarding participant slip;	2.10	LMW
	Emails with L. Williams regarding security package for independent counsel's opinion to Receiver regarding Coldpoint's security; assemble same and create ShareFile link; hyperlink motion record and upload to CaseLines; grant access to and invite parties to CaseLines bundle for June 13; emails with L. Williams regarding Zoom details provided by the Court and circulate same to Service List; prepare Affidavit of Service, attend commissioning call for same and attend to filing of Motion Record for June 13; email to L. Williams regarding same;	3.80	RGM
Jun-10-22	Emails in respect of upcoming motion and counsel slip; emails with J. Dietrich to provide unredacted documents;	1.00	LMW
	Emails with M. Magni regarding counsel slip and service list for June 13 motion; review and revise draft AVO to finalize for court attendance; circulate clean and blackline to L. Williams; emails from and to Gardiner Roberts counsel regarding attendance at the motion and CaseLines access to June 13 bundle;	0.70	RGM
Jun-13-22	Emails in respect of attendance at motion; prepare for and attend sale approval motion; email to D. Woods regarding same; emails in respect of security review; review endorsement; emails in respect of court order;	1.20	LMW
Jun-14-22	Telephone call from and email to D. Wood in respect of next steps;	0.20	LMW
Jun-15-22	Telephone call with D. Wood in respect of distribution and next steps;	0.40	LMW
Jun-17-22	Review requisition letter from purchaser's counsel; emails regarding same;	0.30	LMW
	Email from L. Williams regarding requisition letter received from	0.30	RGM

	real estate counsel to purchaser; review and consider same;		
Jun-20-22	Emails in respect of closing of sale;	0.20	LMW
Jun-21-22	Telephone call with real estate counsel; email enclosing required documents;	0.30	LMW
Jun-22-22	Emails in respect of closing;	0.20	LMW
Jun-27-22	Emails regarding closing extension;	0.20	LMW
Jun-28-22	Emails with V. DeMarco;	0.10	LMW
Jun-29-22	Emails in respect of extension request; emails in respect of RCC lease termination; review emails regarding same;	0.70	LMW
Jun-30-22	Emails in respect of closing items;	0.30	LMW

<u>Lawyer</u>	Hours	Amount	
Leanne M. Williams	18.00	17,100.00	
Alexandra Robbins (Student)	1.80	720.00	
Roxana Manea (Law Clerk)	13.40	4,690.00	
TOTAL FEE HEREIN HST on Fees		\$22,510.00 <u>\$2,926.30</u>	
Total Fees and HST			\$25,436.30
Disbursements:			
Teranet Document Retrieval		\$24.00	
Teranet Property Search		\$44.20	
Teranet Property Search*		\$17.70	
Filing of Motion Record*		\$320.00	
Total Taxable Disbursements		\$68.20	
HST on Disbursements		\$8.87	
Total Non-Taxable Disbursements		<u>\$337.70</u>	
Total Disbursements and HST			<u>\$414.77</u>
Total Fees, Disbursements & HST			<u>\$25,851.07</u>
OUR ACCOUNT HEREIN			<u>\$25,851.07</u>

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

 Matter No.
 533-046

 Invoice No.
 38527

 Date:
 Jul 27/22

and

Defendants/Applicants

Plaintiff/Respondent

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

SEVENTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

EIGHTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending July 31, 2022

1 of the period (chang dary 51, 2022		
Jul-04-22	Emails and telephone call with N. Okell; telephone call with V. DeMarco regarding sale of property and timing of closing; emails in respect of closing issues;	1.10	LMW
Jul-05-22	Emails in respect of RCC rent payment; emails in respect of closing requests;	0.20	LMW
	Review emails with real estate counsel regarding closing of transaction;	0.10	RGM
Jul-06-22	Emails in respect of closing documents; review same; emails in respect of closing; emails with D. Wood; emails regarding status of closing;	0.60	LMW
Jul-07-22	Emails in respect of closing documents; emails regarding timing of closing; emails in respect of lack of response from purchaser's counsel; emails in respect of requisitions; emails in respect of RCC lease; emails regarding extension request; emails with D. Wood; emails with V. DeMarco regarding closing; telephone call with T. Vanderlaan in respect of closing issues; emails in respect of damage at premises;	2.70	LMW
Jul-08-22	Emails in respect of responsibility to fix damage; emails regarding status of closing; emails regarding RCC lease; emails in respect of release of funds; telephone call with counsel regarding closing issues; emails in respect of delayed closing; telephone call from V. DeMarco regarding same; emails in respect of timing of closing;	2.60	LMW

Jul-11-22	Emails in respect of closing; emails in respect of potential hydro cut off; emails and telephone calls to finalize sale; emails in respect of Receiver's Certificate;	2.90	LMW
	Emails with L. Williams regarding delivered Receiver's Certificate, filing and service of same; attend to electronic filing of Receiver's Certificate;	0.50	RGM
Jul-12-22	Emails in respect of closing issues; emails with Service List in respect of sale; emails in respect of registration of transfers and payment of commission; emails in respect of insurance broker;	0.60	LMW
	Receive and review court-stamped Receiver Certificate and attend to service of same;	0.20	RGM
Jul-13-22	Emails in respect of HST;	0.10	LMW
Jul-14-22	Emails in respect of lack of contact with purchaser;	0.10	LMW
Jul-16-22	Emails with T. Vanderlaan in respect of lack of communication from new owner;	0.20	LMW
Jul-19-22	Emails in respect of distribution and amounts owing by RCC;	0.20	LMW
Jul-20-22	Emails with D. Wood in respect of indebtedness;	0.10	LMW
Jul-22-22	Emails with V. DeMarco in respect of next steps;	0.10	LMW
Jul-25-22	Emails in respect of Coldpoint indebtedness;	0.20	LMW
Jul-26-22	Emails in respect of cost allocations;	0.20	LMW
Jul-27-22	Discuss amounts owing by RCC and next steps with T. Vanderlaan;	0.30	LMW
Jul-28-22	Emails with V. DeMarco regarding call with Receiver;	0.20	LMW
	Emails to set up call with counsel to RCC;	0.20	LMW

<u>Lawyer</u>	Hours	Amount
Leanne M. Williams Roxana Manea (Law Clerk)	12.60 0.80	11,970.00 280.00
TOTAL FEE HEREIN HST on Fees		\$12,250.00 \$1,592.50

Total Fees and HST \$13,842.50

Disbursements:

Wildeboer – Invoice No. 059-2791	\$17,741.05
Wildeboer non-taxable disbursements – Invoice	\$59.00
No. 059-2791*	

Total Taxable Disbursements	\$17,741.05
HST on Disbursements	\$2,306.34
Total Non-Taxable Disbursements	\$59.00

Total Disbursements and HST \$20,106.39

Total Fees, Disbursements & HST \$33,948.89

OUR ACCOUNT HEREIN \$33,948.89

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046

Invoice No. 38598

Date: Aug 29/22

and

Plaintiff/Respondent

Defendants/Applicants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

EIGHTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

NINTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending August 31, 2022

Aug-03-22	Telephone call with counsel to RCC; further telephone call with T. Vanderlaan regarding position taken by RCC;	1.10	LMW
Aug-04-22	Review and consider claim by ONE Movement in respect of unpaid TMI;	0.30	LMW
Aug-08-22	Emails in respect of rent computation;	0.30	LMW
Aug-09-22	Conference call with counsel to RCC; further follow-up call with T. Vanderlaan;	1.30	LMW
Aug-10-22	Emails with V. DeMarco; review prior Order regarding costs; email to V. DeMarco regarding same; emails with M. Zandvoort;	0.30	LMW
Aug-11-22	Telephone call with counsel to RCC in respect of outstanding rent; telephone call with M. Vandervoot in respect of status of litigation;	1.00	LMW
Aug-12-22	Letter from S. Erskine and email to T. Vanderlaan;	0.20	LMW
Aug-15-22	Telephone call with T. Vanderlaan regarding response to letter from RCC;	0.40	LMW
Aug-16-22	Draft letter to counsel to RCC; emails with T. Vanderlaan regarding same;	0.60	LMW
Aug-19-22	Emails with D. Wood in respect of status of distribution;	0.20	LMW

Aug-22-22	Emails with D. Wood in respect of status;	0.20	LMW
Aug-23-22	Letter from counsel to RCC; emails with T. Vanderlaan regarding same;	0.30	LMW
Aug-24-22	Emails in respect of TMI;	0.10	LMW
Aug-25-22	Emails in respect of closing adjustments;	0.10	LMW
Aug-31-22	Emails with T. Vanderlaan regarding final accounting of estate;	0.20	LMW

<u>Lawyer</u>	Hours	Amount	
Leanne M. Williams	6.60	6,270.00	
TOTAL FEE HEREIN HST on Fees		\$6,270.00 \$815.10	
Total Fees and HST			<u>\$7,085.10</u>

OUR ACCOUNT HEREIN \$7,085.10

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

 Matter No.
 533-046

 Invoice No.
 38714

 Date:
 Sep 27/22

Plaintiff/Respondent

and

Defendants/Applicants

Court File No. CV-20-00646359-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

NINTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: Iwilliams@tgf.ca

Tel: (416) 304-1616

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

TENTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending September 30, 2022

Sep-06-22	Emails with S. Erskine; emails with D. Wood;	0.20	LMW
Sep-07-22	Emails and telephone call with S. Erskine in respect of outstanding issues and next steps;	0.50	LMW
Sep-08-22	Conference call with D. Wood and T. Vanderlaan regarding finalization of estate;	0.70	LMW
Sep-09-22	Draft letter to counsel to RCC;	0.50	LMW
Sep-13-22	Emails with S. Erskine;	0.10	LMW
Sep-14-22	Emails with T. Vanderlaan in respect of status of expenses; emails with M. van Zandvoort;	0.20	LMW
Sep-16-22	Prepare letter to RCC; emails with T. Vanderlaan regarding same;	1.80	LMW
Sep-19-22	Emails in respect of letter to RCC's counsel; Emails with S. Erskine regarding case conference;	0.30	LMW
Sep-21-22	Emails in respect of letter to RCC's counsel;	0.10	LMW
Sep-22-22	Emails in respect of letter to RCC's counsel and potential offer to settle;	0.20	LMW
Sep-23-22	Emails in respect of letter to counsel to RCC; revise and finalize same;	0.70	LMW

Sep-24-22	Emails in respect of payment of TCF;	0.20	LMW
Sep-28-22	Letter from counsel to RCC; email regarding same;	0.20	LMW
Sep-29-22	Emails in respect of letter from RCC;	0.20	LMW
Sep-30-22	Emails with S. Erskine;	0.20	LMW

Emails with S. Erskine;			0.20	LM
<u>Lawyer</u>	Hours	<u>Amount</u>		
Leanne M. Williams	6.10	5,795.00		
TOTAL FEE HEREIN		\$5,795.00		
HST on Fees		<u>\$753.35</u>		
Total Fees and HST			<u>\$6,5</u> 4	<u> 18.35</u>
OUR ACCOUNT HEREIN			<u>\$6,54</u>	<u> 18.35</u>

Thornton Grout Finnigan LLP



Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

 Matter No.
 533-046

 Invoice No.
 38771

 Date:
 Oct 18/22

RIVER CITY CHRISTIAN REFORMED CHURCH

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants/Applicants

Plaintiff/Respondent

Court File No. Court File No. CV-21-0000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kitchener

TENTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER

THORNTON GROUT FINNIGAN LLP

Barristers & Solicitors 100 Wellington Street West

Suite 3200, P.O. Box 329. TD West Tower

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-1616

Lawyers for Deloitte Restructuring Inc., the Court-Appointed Receiver

and

BETWEEN:

RIVER CITY CHRISTIAN REFORMED CHURCH

Plaintiff

- and -

GRAHAM SINGH, PETER ELGERSMA, TRINITY CENTRES FOUNDATION, TRINITY CENTRES CAMBRIDGE, MILLER THOMSON LLP and COLDPOINT HOLDINGS LTD.

Defendants

ELEVENTH BILL OF COSTS OF THORNTON GROUT FINNIGAN LLP, THE SOLICITORS TO THE COURT-APPOINTED RECEIVER

For the period ending October 31, 2022

Oct-07-22	Prepare for and attend call with counsel to RCC; further telephone call with T. Vanderlaan; emails regarding independent opinion and security;	1.30	LMW
Oct-11-22	Emails with S. Erskine and T. Vanderlaan in respect of TMI calculation;	0.30	LMW
Oct-12-22	Emails with D. Wood in respect of status of discussions with RCC; emails in respect of court availability;	0.40	LMW
	Emails with L. Williams regarding court time for disputed distribution and discharge motion; emails with Commercial List scheduling clerk regarding same and court's availability in October and November;	0.30	RGM
Oct-13-22	Emails with S. Erskine and T. Vanderlaan in respect of motion for determination of outstanding issues; telephone call with independent counsel to the Receiver; emails with T. Vanderlaan;	1.10	LMW
Oct-14-22	Letter from counsel to RCC; emails with S. Erskine and T. Vanderlaan regarding same; review RCC lease and Assignment of Rents in respect of position taken by TCC;	0.90	LMW
Oct-17-22	Emails with T. Vanderlaan regarding letter from RCC;	0.20	LMW
Oct-18-22	Emails in respect of property taxes;	0.20	LMW

Oct-24-22	Emails with T. Vanderlaan in respect of potential next steps;	0.30	LMW
Oct-25-22	Emails with T. Vanderlaan;	0.20	LMW
Oct-26-22	Telephone call with T. Vanderlaan in respect of status and next steps to wrap up the claims and the receivership; email to D. Wood regarding same;	0.70	LMW
Oct-31-22	Review recent case in respect of receiver's ability to determine issues without commencing an action; email to T. Vanderlaan regarding same; conference call with D. Woods and T. Vanderlaan in respect of next steps; emails in respect of Court availability;	0.90	LMW

<u>Lawyer</u>	Hours	Amount	
Leanne M. Williams	6.50	6,175.00	
Roxana Manea law clerk	0.30	105.00	
TOTAL FEE HEREIN HST on Fees		\$6,280.00 \$816.40	

Total Fees and HST \$7,096.40

OUR ACCOUNT HEREIN \$7,096.40

Thornton Grout Finnigan LLP

Per: Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 533-046 38914 Invoice No. Nov 23/22 Date:

Plaintiff/Respondent

and

Defendants/Applicants

Court File No. CV-20-00646359-0000

SUPERIOR COURT OF JUSTICE ONTARIO

Proceeding commenced at Kitchener

FINNIGAN LLP FOR THE COURT-APPOINTED RECEIVER ELEVENTH BILL OF COSTS OF THORNTON GROUT

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West Suite 3200, P.O. Box 329. TD West Tower Barristers & Solicitors

Toronto ON M5K 1K7

Leanne Williams (LSO #41877E) Email: williams@tgf.ca

(416) 304-1616 Tel:

This is Exhibit "B" referred to in the Affidavit of Leanne Williams sworn by Leanne Williams at the City of Toronto, in the Province of Ontario, before me this 1st day of December, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

MARIA MAGNI

Maria Magni, a Commissioner, etc., Province of Ontario, for Thornton Grout Finnigan LLP, Barristers and Solicitors. Expires June 5, 2024.

Exhibit "B"

Summary of total professional fees by invoice for the period:

September 21, 2021 to October 31, 2022

Bill of Costs / Invoice #	Period of Service	Total Hours	Fees		Disb.	HST	Tot	al (Fees, Tax, Disb.)		Average ourly Rate
First Bill of Costs	For period ended									
(Inv. #37424)	Sept. 30, 2021	3.2 \$	2,640.00	\$	-	\$ 343.20	\$	2,983.20	\$	825.00
Second Bill of Costs	For period ended									
(Inv. #37547)	Oct. 31, 2022	4.7 \$	4,465.00	\$	-	\$ 580.45	\$	5,045.45	\$	950.00
Third Bill of Costs	For period ended									
(Inv. #38010)	Feb. 28, 2022	33.7 \$	25,560.00	\$	324.48	\$ 3,364.98	\$	29,249.46	\$	758.46
Fourth Bill of Costs	For period ended									
(Inv. #38092)	March 31, 2022	8.8 \$	8,800.00	\$	-	\$ 1,144.00	\$	9,944.00	\$	1,000.00
Fifth Bill of Costs	For period ended									
(Inv. #38251)	April 30, 2022	8.7 \$	6,815.00	\$	-	\$ 885.95	\$	7,700.95	\$	783.33
Sixth Bill of Costs	For period ended									
(Inv. #38371)	May 31, 2022	11 \$	10,270.00	\$	-	\$ 1,335.10	\$	11,605.10	\$	933.64
Seventh Bill of Costs	For period ended									
(Inv. #38527)	June 30, 2022	33.2 \$	22,510.00	\$	405.90	\$ 2,935.17	\$	25,851.07	\$	678.01
Eighth Bill of Costs	For period ended July									
(Inv. #38598)	31, 2022	13.4 \$	12,250.00	\$ 1	7,800.05	\$ 3,898.84	\$	33,948.89	\$	914.18
Ninth Bill of Costs	For period ended									
(Inv. #38714)	August 31, 2022	6.6 \$	6,270.00	\$	-	\$ 815.10	\$	7,085.10	\$	950.00
Tenth Bill of Costs	For period ended									
(Inv. #38771)	Sept 30, 2022	6.1 \$	5,795.00	\$	-	\$ 753.35	\$	6,548.35	\$	950.00
Elevent Bill of Costs	For period ended									
(Inv. No. 38914)	October 31, 2022	6.8 \$	6,280.00	\$		\$ 816.40	\$	7,096.40	\$	923.53
TOTALS:	·	136.2 \$	111,655.00		.8,530.43	\$ 16,872.53	\$	147,057.96	•	

This is Exhibit "C" referred to in the Affidavit of Leanne Williams sworn by Leanne Williams at the City of Toronto, in the Province of Ontario, before me this 1st day of December, 2022 in accordance with *O. Reg. 432/20, Administering Oath or Declaration Remotely*.

A Commissioner for taking affidavits

MARIA MAGNI

Maria Magni, a Commissioner, etc., Province of Ontario, for Thornton Grout Finnigan LLP, Barristers and Solicitors. Expires June 5, 2024.

Exhibit "C"

Summary of total professional fees by position - period: September 21, 2021 to October 31, 2022

Legal Professional	Position	Year of Call	Rate/hour 2021		Rate/hour 2021		Rate/hour 2021		Rate	/hour 2022	Hours Billed
Leanne M. Williams	Partner	1999	\$	950.00	\$	950.00	106.00				
Marco Gaspar	Student	N/A		n/a	\$	300.00	10.70				
Alexandra Robbins	Student	N/A		n/a	\$	400.00	1.80				
Roxana Manea	Law clerk	N/A		n/a	\$	350.00	17.70				
Total:							136.20				

Plaintiff

Defendants

Court File No. CV-21-00672899-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Kitchener, Ontario

AFFIDAVIT OF LEANNE M. WILLIAMS (Sworn December 1, 2022)

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)

Email: Iwilliams@tgf.ca

(416) 304-0060

Lawyers for the Defendant, Coldpoint Holdings Ltd.

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

COLDPOINT HOLDINGS LTD.

and

TRINITY CENTRES CAMBRIDGE

Applicant

Respondents

Court File No. CV-21-00000281-0000

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Kitchener, Ontario

THIRD REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER

DECEMBER 1, 2022

THORNTON GROUT FINNIGAN LLP

100 Wellington Street West Suite 3200, TD West Tower Toronto, ON M5K 1K7

Leanne M. Williams (LSO #41877E)

Email: <u>Iwilliams@tgf.ca</u> Tel:(416) 304-1616 Fax:(416) 304-1313 Lawyers for the Court-Appointed Receiver, Deloitte Restructuring Inc.