

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N :

DELOITTE RESTRUCTURING INC.

Applicant

- and -

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Respondent

*APPLICATION UNDER THE BANKRUPTCY AND INSOLVENCY ACT,  
R.S.C. 1985, c. B-3, s. 96*

**RESPONDING APPLICATION RECORD**

February 22, 2024

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**TAB 1**

Court File No.: CV-23-00697814-00CL

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**AFFIDAVIT OF MARK STEELE  
(Sworn February 22, 2024)**

I, Mark Steele, of the City of Pickering, in the Province of Ontario, MAKE OATH AND SAY  
AS FOLLOWS:

1. I am a former director of the Respondent, Global Kingdom Ministries Church Inc. (the "**GKMC**"), serving between September 26, 2020 and March 5, 2023. I am also a former director of Trinity Ravine Community Inc. (formerly named Global Kingdom Ministries Inc.) ("**TRC**") serving between March 26, 2017 and September 15, 2022. As such, I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis of my information and believe it to be true.
2. I have reviewed the affidavit of Jeremy Anderson sworn February 22, 2022 in Court File No. CV-22-00677236-00CL (the "**Anderson Affidavit**"), and confirm my agreement with its contents, except where expressly indicated otherwise herein. The Anderson Affidavit

is attached as Appendix “Y” to the report of Deloitte Restructuring Inc., dated January 16, 2024 (the “**Trustee Report**”). I have also reviewed the Trustee Report.

### **My Background**

3. I have been retired since 2020. I have a doctorate in chemistry. I worked for over 27 years as a financial analyst at Gordon Capital, HSBC Canada, and finally, at BMO Capital Markets. As noted, I was a board member of both GKMC and TRC. The other board members with whom I served are listed at paragraph 85 of the Trustee Report. We are all congregants of the Church (defined below).

### **Summary**

4. This affidavit is provided in response to the Trustee’s Application brought pursuant to section 96 of the *Bankruptcy and Insolvency Act* (“**BIA**”) for a declaration that the transfer of the Southern Lands (defined below) was a transfer at undervalue. More specifically, this affidavit provides the background to the transfer and responds to the allegations in the Trustee Report.
5. It is acknowledged in this affidavit that the Court is entitled to review the transaction pursuant to section 96(1)(b)(ii)(A) of the *BIA*. That is, GKMC acknowledges that:
  - (a) GKMC and TRC were not dealing at arm’s length;
  - (b) The transfer occurred within five years of the date of the bankruptcy; and
  - (c) The debtor (TRC) was insolvent at the time of the transfer.
6. Based on the expert opinions of gsi Planning Consultants, and Altus Group (“**Altus**”), GKMC rejects the Trustee’s allegation that the transfer of the Southern Lands was under value. In this affidavit, I fully describe the consideration of over \$7.3 million provided by



GKMC for the transfer and reject the Trustee's contention that the consideration for the transfer was nil.

7. It is obvious to all concerned that GKM/TRC's development project failed and resulted in many people suffering harm. Despite the best of intentions, the development encountered a number of pitfalls. The purpose of this affidavit is not to excuse or minimize those shortcomings. At the same time, the fact the development failed does not change the fact that the consideration provided by GKMC for the transfer of the Southern Lands reflected that property's fair market value.

### **History of the Church, 1956-2013**

8. I have reviewed various records of the Christian congregation, which was initially an unincorporated organization known as Scarborough Gospel Temple (the "**Church**"). It was incorporated on September 4, 2007 as Global Kingdom Ministries Inc. ("**GKM**") and changed its name in 2020 to TRC. At this same time, and described below, the Southern Lands were transferred to GKMC. My review of the Scarborough Gospel Temple and GKM records are my source of information for the early history of the Church set out herein.
9. Until GKM became interested in developing seniors housing in or about 2013 - 2014, it (and its predecessors) were exclusively devoted to operating a church ministering to residents of Scarborough. A brief history of the Church is set out below.
10. The Church, which ultimately became known as Global Kingdom Ministries, was established in approximately 1956 when the founding pastor, Reverend Roy E. Upton started corporate Christian worship in a bowling alley at the Bethel Home for Girls located at 664 Kennedy Road in the City of Scarborough. Shortly thereafter, weekly drive-in Sunday services were held at a Dominion grocery store parking lot. In 1957, construction

of a church building at 710 Markham Road, Scarborough, was commenced. By 1963, the Church congregation had outgrown that building and a larger church building with seating capacity of 700 was constructed at 710 Markham Road, Scarborough. The Church ministered for over 67 years to the spiritual needs of people in Scarborough and for 66 of those years, on Markham Road.

11. I began attending the Church in or about 1974 along with my brothers, Andrew and Carl.
12. By 1996, the Church's building at 710 Markham Road had become too small for the congregation. The Church resorted to splitting up its congregation and holding multiple services to accommodate all who wished to attend.
13. As a result of the space limitations at 710 Markham Road, Scarborough Gospel Temple purchased approximately 6.7 acres of land at 1250 Markham Road (the "**Original Lands**") in 2005 to house a new Church building. The new Church building was located on the southerly 4.259 acres of the Original Land (the "**Southern Lands**"), with a spacious parking lot for approximately 420 cars, with 250 of these parking spaces being located on the northern 2.41 acres of the Original Lands (the "**Northern Lands**").
14. The Church building was completed in 2008, an addition was added in 2011 and today it serves approximately 1,500 to 2,000 attendees<sup>1</sup> in person and online each Sunday, and reaches people in dozens of countries around the world.
15. By agreement dated November 30, 2009, Scarborough Gospel Temple transferred lands and property to GKM. This agreement is attached hereto as **Exhibit "A"**.

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<sup>1</sup> Note, there is a distinction between the Church's attendees/congregants, vs. the membership of the not-for-profit corporation. Paragraph 17 of the Anderson Affidavit is incorrect insofar as it suggests that the Church membership (or its congregants) totalled 300. At the relevant time, I believe membership was approximately 500.

16. The Church building at 1250 Markham Road, and in particular the 2011 addition, accommodates a variety of community and missional activities for children, youth and community activities in a gymnasium and meeting/activity rooms. The Church regularly hosts community events such as blood donor clinics and other non-Church activities. A list of religious and community activities that take place at the Church building is attached hereto as **Exhibit "B"**.
17. It was always the Church's intention when it bought the property that the entire site would be used for its Church purposes. The move to 1250 Markham Road and subsequent expansion were designed solely to accommodate the growing needs of the congregation. The intention was to provide opportunities for service to, and engagement with, the community. There was no intention on the Church's part to develop any portion of the property for any other purpose.

#### **The Idea of a Seniors Residence and Planning Permission**

18. I am advised by Bob Johnston, the former Senior Pastor at the Church, as to the following matters related to the idea for a seniors residence on the Northern Lands, and planning hurdles to be overcome.
19. The idea of doing something different on the Northern Lands was originally brought to GKM's attention by Bill Clement in 2014. Bill Clement oversaw GKMC's file as Senior Account Manager for Not-for-Profits at RBC, before his retirement in October 2016.
20. Among other things, Bill Clement assisted GKM with obtaining financing during the construction of the Church building. In 2014, he suggested that GKM explore the life lease concept (described below). He indicated that the Northern Lands would be ideal for such a project.

21. The vision was that the Church would be able to leverage its existing community focused space and expand its outreach to a wider public if it would develop a seniors residence in an integrated fashion so seniors could both benefit from and enrich the Church itself.
22. This vision was embraced, supported, and promoted by Scarborough City Councillor, Glenn De Baeremaeker. He was the City councillor for Ward 38, within which the Church is located, between 2003 and 2018. Councillor De Baeremaeker had become familiar with the Church as a result of the community events and activities it hosted at 1250 Markham Road.
23. Councillor De Baeremaeker guided the Church through the necessary steps to obtain planning permission to develop a seniors residence on the Northern Lands. At that time, the property was designated under the City of Toronto's Official Plan as Employment Lands. Residential development is not permitted on Employment Lands.
24. Accordingly, an amendment to the Official Plan to permit residential development was necessary. I am advised by Pastor Bob Johnston, who was involved in the planning issues at the time, that Councillor De Baeremaker advised that, with his support, there was a unique and rare opportunity to seek the necessary amendment as the City was reviewing its Official Plan of its own initiative.
25. With Councillor De Baeremaeker's guidance, the Church made a written request to City of Toronto Council to amend the Official Plan to permit residential development on the Original Lands. The Church relied upon Councillor DeBaeremaker and did not engage a professional planner in making that request. Attached as **Exhibit "C"** is the Church's letter dated November 20, 2013 asking that the City consider that conversion. The letter does not provide any details of what the development would look like because at this stage the Church had not definitively determined that it wished to proceed with the development

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of a seniors residence and, in fact, had not even spent any money to design the development.

26. The City amended the Official Plan by introducing a site specific policy for the Church's lands. Attached as **Exhibit "D"** is Map 33 of Official Plan showing the Church site as being subject to Site and Area Specific Policy 450 ("**SASP 450**"). Attached as **Exhibit "E"** is SASP 450.
27. SASP 450 reflects the City and the Church's vision for all of the Original Lands. Firstly, SASP 450 splits the Original Lands into Parcel "A" (basically the Northern Lands) and Parcel "B" (the Southern Lands). Then it specifies that Parcel "B"/Southern Lands may be used for a place of worship and "ancillary community facility and recreation uses" consistent with the City and the Church's understanding and intention that the Church would remain there. It requires any employment uses on Parcel "B"/Southern Lands to be compatible with adjacent residential uses. It then allows Parcel "A"/Northern Lands to be used for residential purposes but "only a residential building for senior citizens is permitted".
28. The result was that a seniors residence was permitted on the Northern Lands, but not on the Southern Lands where the Church building is situated.

### **The Life Lease Concept and Plans for the Development**

29. It was only after the City adopted the SASP 450 that the Church began to seriously explore options for the development of the Northern Lands.
30. Once Bill Clement introduced the life lease concept in 2014, the Board had assigned responsibility for analyzing the opportunity to Kern Kalideen, who had been heavily involved in the life of the Church, including as lead fundraiser for the capital campaign for the construction of the original Church building in 2008, and the addition in 2011. Mr.

Kalideen was an employee of Royal Bank and a part-time Executive Pastor with the Church.

31. To ensure that the residential building would be a seniors residence as required by the City's Official Plan, the Board determined that the Church would offer units in the new building through Life Lease Occupancy Agreements ("**Life Lease Agreements**") rather than through a conventional condominium sales structure. The Church was to remain the owner of the land and building. The life lease project was given the name "Trinity Ravine Towers" ("**TRT**"). The life lease structure allowed the Church to determine the age of potential residents, and ensure that all future residents would be seniors as required by the City's Official Plan.
32. The primary objective of the life lease project was to build not-for-profit seniors residences. The affordability of the units was a driving factor in the pricing of the life lease interests. Prices were kept as low as possible to make it possible for Scarborough residents to live there. GKM's Board members were well aware that residents of Scarborough had amongst the lowest household incomes in the Greater Toronto Area.
33. Board members were all members of the Church and could see first-hand the struggles and challenges of many of the Church's senior members. The Church was committed to continuing to serve the Scarborough community, as it had for decades, and believed that creating affordable seniors housing would greatly benefit seniors in the area. The Board also knew that the City of Toronto shared the Church's concerns about the lack of affordable/seniors housing.
34. Design of the building was assigned to Reinders + Law Ltd., an architectural firm that specializes in working with charities constructing churches. It was selected as the architect because it was sensitive to the Church's community outreach and service objectives. Its service of the charitable sector is easily seen in the landing page for its

website where its projects are categorized into four categories: (1) Pray; (2) Stay; (3) Earn and (4) Learn. Attached as **Exhibit “F”** is a screen shot of the landing page of the Reinders + Law website, found at Reinders.ca.

35. Reinders + Law delivered on its mandate. The seniors residence was designed to maximize interaction with and the relationship between the Church and the resident seniors. It contained the following features:
- (a) Shared parking;
  - (b) An underground tunnel connection between the seniors residence and the Church, with its recreational and community facilities; and
  - (c) Design features for the residential buildings that were tied into and consistent with the existing Church building.
36. Attached hereto as **Exhibit “G”** are construction drawings produced by Reinders + Law, with additional drawings attached as **Exhibit “H”** showing the interrelationship of the seniors residence and Church building.

### **Life Lease Agreements**

37. Reinder + Law’s plans for the development generated tremendous enthusiasm for the seniors housing project. The GKM Board was very excited about the project as it was addressing a community need – affordable seniors housing in the community.
38. In the period 2015 to 2019, GKM promoted its seniors living project to its congregants and other church organizations, as well as to the general public. In total, 467 Life Lease Agreements were entered into, and life lease holders paid deposits for their future units.
39. For my part, I purchased two units in the project: one for my parents, and one for my in-laws. I deposited a total of \$171,551.03 in respect of these units. I left these deposits in

place for the duration of the project, believing it would ultimately be successful. I never requested a refund. Copies of my purchase agreements are attached and marked collectively as **Exhibit "I"**.

40. Personally, I felt that the Church was doing a good thing for the community in creating affordable seniors housing and furthering the Church's purpose of assisting vulnerable members of the community. I mention the very positive perspective I had in this period because it is easy, with hindsight, to view the whole development as a disaster and to forget the tremendous pride and enthusiasm the Board members had for the project in this time period.

#### **Finalizing Development Approvals in 2018**

41. In May of 2018, construction was projected to commence by August or on the outside by September of 2018. The Board of Directors' Meeting Minutes dated May 15, 2018 capture an update by Mr. Kalideen, as follows:

We are setting construction dates for August 1, however realistically it might be September given the approvals which are still pending.

42. Over the summer of 2018, the zoning by-law needed to specifically implement SASP 450's Official Plan policies and permit a residential building on the Northern Lands, was obtained from the Ontario Municipal Board. The Board's decision, issued August 17, 2018, is attached as **Exhibit "J"**. Site plan approval was obtained and building permit drawings were finalized shortly afterwards. The Building Permit, with its drawings, is attached hereto as **Exhibit "K"**. Based on these approvals, the Board was confident that a building permit could be issued in the late fall of 2018, and that construction could commence shortly thereafter.



43. In the fall of 2018, GKM was so confident that construction was imminent that it borrowed an additional \$4,300,000 from Owemanco Mortgage Holding Corporation (“**Owemanco**”) to prepay all building permit fees and development charges in advance of securing construction financing. The City of Toronto had indicated that its development charges would increase significantly on November 1, 2018. GKM did not have enough cash to pay the requisite building permit fees and those development charges at that point, but wanted to lock in those lower charges. The \$4,300,000 loan netted GKM’s \$4,000,000 in cash to prepay these development charges. Attached hereto as **Exhibits “L”** and **“M”** are the receipts from the City of Toronto for the two payments which allowed the issuance of building permits on October 31, 2018.

#### **GKM’s Decision to Sever the Property and Separate Ownership**

44. With all needed approvals and permits needed for construction nearing completion in mid-2018, the Church began considering how to best manage both the Church operations on the Southern Lands and the construction — and ultimate management and operation — of a seniors residence on the Northern Lands. This led to the GKM Board’s decision on December 17, 2018 to restructure the Church’s governance so that two separate entities would govern, operate, and own the Northern Lands and Southern Lands. The Minutes from the December 17, 2018 meeting are attached as Appendix “K” of the Trustee Report.
45. By 2018, there was a dawning recognition that management of the day-to-day operations and decision-making required for a seniors residential community was an activity which was significantly different than operating and providing strategic guidance to the Church.
46. There was also consideration of how a seniors residence related to the Church’s primary charitable purposes. GKM’s Articles of Continuation were reviewed and are attached hereto as **Exhibit “N”**.

47. It was pointed out during Board meetings that the operation and management of a seniors residence was not explicitly set out in GKM's stated charitable purposes, even if that activity advanced those purposes. Given the amount of effort and time required to manage a large seniors residence, there were concerns that Church activities could lead to future misalignment and potential conflicts as between the Church and the seniors residence.
48. The Board came to a view that it would be best if governance of the seniors residence and its activities were separated out from the oversight of the Church's spiritual and ministry objectives. Internal conflicts of interest would not arise between the differing needs and goals of the Church and the seniors residence.
49. Separating the parcels under separate ownership would allow for clearer, more focused governance of the two corporation's primary missions and also provide corporate insulation from liability arising from the other organization's most likely liabilities. The separation of liabilities would benefit both entities. The Church would no longer be responsible for the construction and operational risks of the new TRT entity, which would own the more valuable buildings. The new TRT entity would not be responsible for any negligence in the Church's outreach activities — including its activities benefiting children and youth — employee claims, and/or occupier's liability claims which the gymnasium and the large number of invitees who come to the Church building create.
50. Separate ownership for the Northern and Southern Lands would also help ensure:
  - (a) Operational demands of the seniors residence would not overwhelm the administrative and decision-making capabilities of the Church's current leadership;

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- (b) The primary religious and mission-focused vision of the Church would not be overshadowed by or conflict with the demands from a large group of on-site residents interested primarily in their living conditions;
  - (c) Better property management decision-making could be made for TRT by those solely interested in the seniors residence; and
  - (d) The same body of decision makers would not be called upon to arbitrate between two classes of stakeholders: those with the primarily religious outlook on how the entity's property should be used, vs. residents who would want capital investment and topnotch maintenance.
51. Of prime importance in the decision to sever the parcels under separate corporations was the preservation of the Church's charitable registration. The Church could not function without donations and the ability to issue donation receipts to donors. I was aware at this time that any arrangement that caused the CRA to determine that the Church was not carrying out permitted activities, or engaged in activities unrelated to its charitable purpose, could lead to the revocation of the Church's charitable registration.
52. An additional factor was that the Royal Bank of Canada advised in August 2018 that, while it had previously indicated it was willing to work with the Church to finance the construction, it was no longer willing to do so. The charities group at the bank, who had the primary relationship with the Church, indicated that its primary mandate was to support churches in respect to their core activities, and that financing a seniors residential development was outside its scope. The issues arising from RBC's decision were discussed during the August 28, 2018 Board meeting, the minutes of which are attached hereto as **Exhibit "O"**.
53. It had become clear to the Board that a separate construction lender would be required and that such a lender would require priority mortgage security over the Northern Lands.

The Southern Lands would have to be severed from the Northern Lands to allow for separate mortgaging of the two parcels.

54. In summary, there were many good reasons to sever the Northern Lands from the Southern Lands, and for them to be separately owned. The primary advantage of such an arrangement would be clear and focused stewardship and governance of the two corporations' different primary missions. There would be: (i) a primarily religious church entity; and (ii) an entity to own, operate and manage a seniors residence.
55. The following Resolution to carry out the restructuring was passed at the GKM Board at a meeting held December 17, 2018:

Resolution of Directors

Resolved that both Johnson Babalola and Kern Kalideen acting separately if appropriate be authorized and instructed to:

1. Take all such steps as they deem appropriate to incorporate or find a church corporation so that the Global Kingdom Ministries church worshipping at 1250 Markham Road can transition to and continue as that corporation while the current corporation that is Global Kingdom Ministries Inc. will continue the seniors housing ministry at 1256 Markham Road;
  2. Take all such steps as they deem appropriate to have 1256 Markham Road and 1250 Markham Road separately held by those two corporations so as to permit the activities to be carried out separately and to allow for appropriate mortgages to be separately granted on those two properties;
  3. Ensure that Board of Directors of Global Kingdom Ministries Inc. reviews and finally approves:
    - a. Any transfer of the lands known municipally as 1250 Markham Road or 1256 Markham Road to any other corporation or person.
    - b. Any transfer of assets used in the church's worship, including any intellectual property and the name "Global Kingdom Ministry", to any other corporation or person.
    - c. Any transfer of the members or the contracts of any employees of the church to any other corporation or person.
56. Once again: the Minutes from the December 17, 2018 meeting are attached as Appendix "K" of the Trustee Report.

57. The Trustee Report, paragraph 43, asserts to there being “major concern” about obtaining construction financing and commencing construction” at the time of the December 17, 2018 Board meeting. There was not. The Trustee’s assertion is an inaccurate reading of the December 17, 2018 Minutes. The only concern expressed in the Minutes relates to the timing of obtaining financing and therefore to commence construction.
58. Until August 2018, GKM believed that RBC would be able to provide construction financing. When RBC informed GKM that it would not provide construction financing, GKM had to approach other potential lenders for the first time, to seek construction financing. Mr. Kalideen reported at this meeting on the progress of his initial discussions with a few potential lenders, who had asked for more detailed information. Mr. Kalideen reported that it would still be a few months before a decision would be made and the financing put into place.
59. The Board realized that there would be a significant delay in the construction start. It was the timing of getting financing and corresponding delay in construction which was the issue of concern — not whether financing would be obtained.
60. The Board felt confident that financing would be obtained and that appropriate steps were being taken to move the project forward.
61. However, over the years to come, a number of factors — such as difficulties in obtaining approval to use lower-cost construction methods, more stringent lender requirements, rising interest rates, and the COVID-19 global pandemic — would combine, such that the Board’s expectations regarding financing and construction commencement were not ultimately met.

## Construction Financing

62. By 2018, construction costs had increased significantly from when the project was first modeled in 2015. Potential construction lenders wanted the cost of construction to be reduced. Over the course of 2018 to 2020, attempts were made to persuade the City of Toronto to accept a less expensive form of construction (pre-cast construction). Attached as **Exhibit “P”** are emails related to those attempts.
63. The attempt was ultimately unsuccessful, as **Exhibit “Q”** demonstrates, but those attempts to trim costs delayed both financing, and the construction start. The initial projected completion date for the building was March 31, 2019, but that was extended pursuant to the provisions in the Life Lease Agreements to March 31, 2022.
64. I disagree with the allegations at paragraphs 44 – 47 of the Trustee Report, where it is alleged that, as of September 3, 2019, the Board knew the life lease project was in financial difficulty. To the contrary, as reflected in the Minutes of September 3, 2019 — but not referenced in the Trustee Report — it was believed at the time that all options being considered by the Board would leave GKM in a positive financial position, “not ... bankrupt or in debt”, and that the project was still a “profitable venture”. These Minutes are attached as Appendix “L” of the Trustee Report.
65. A consultant — Devonshire Financial — had been retained on September 19, 2019 to assist with the applications to both the City and potential lenders. Through the fall of 2019 and into early 2020, GKM participated in promising discussions with potential construction lenders — chiefly, Centurion Financial. Centurion demonstrated significant interest in the project, as did its potential lending partners who were considering participating as a group: Meridian Credit Union, VersaBank, and Duca Credit Union. Attached as **Exhibit “R”** are emails setting out some of those discussions. They refer to a November 2018 appraisal

for the Southern Lands, prepared by Wagner, Andrews, and Kovacs Ltd., which is attached as **Exhibit “S”**.

66. In early 2020, the COVID-19 global pandemic spread uncertainty through the financial and development industries, with the Province declaring a state of emergency on March 17, 2020. I am advised by Mr. Kalideen that, in or about March 2020, Centurion stated on a call that, despite its interest in the project, due to uncertainties brought on by the pandemic, it would not be approving any new loans for the foreseeable future.
67. Fortunately, in parallel, very favourable opportunities with The Canada Mortgage and Housing Corporation (“**CMHC**”) and the City of Toronto came to GKM’s attention in 2020. CMHC’s affordable rental housing program offered construction financing on favourable terms and appeared to be the best and most realistic option for financing construction of the seniors residence. The City of Toronto Shelter Planning, Development and Infrastructure Department had also implemented its own program to waive a significant portion of its fees for affordable rental housing. The Church determined that changing the nature and configuration of the seniors residence to meet these program’s conditions would not only enable it to obtain CMHC financing on highly advantageous terms, but reduce development costs. Attached as **Exhibit “T”** are emails setting out some of those discussions.
68. While the focus in 2020 was on moving forward with CMHC if possible, as is discussed further below, GKM also continued to meet with other potential lenders and potential joint venture partners during this time, each of which might provide additional or alternative financing to CMHC.
69. Importantly, CMHC financing came with conditions which needed to be met to qualify. The primary requirement was that the seniors residence would need to contain some affordable rental housing. Life lease occupancies alone would not qualify.

70. So the Church sought to add affordable rental housing units to the project to create a hybrid rental/life lease building. To meet the number of affordable rental units the CMHC required, more floor area was needed. Accordingly, the plans were re-worked to achieve those additional units over the summer of 2020. On August 19, 2020, GKM submitted an application to the City of Toronto's Committee of Adjustment for a minor variance to add floor area and carry out interior modifications. Extra floor area was to be created by expanding the existing mezzanine into a full second floor and large units on the penthouse floors were reconfigured into smaller units. It was the Church's expectation that with the granting of that minor variance, the project would secure the CMHC financing and the reduction in fees from the City of Toronto.
71. The minor variance application filed on August 19, 2020 is attached hereto as **Exhibit "U"**. The receipt of payment dated August 24, 2020 from the Committee of Adjustment is attached hereto as **Exhibit "V"**. A request to expedite that hearing was made, agreed to, and the minor variance hearing was scheduled quickly for October 14, 2020.
72. In anticipation of obtaining CMHC funding and proceeding with a hybrid life lease / affordable rental housing project, GKM met with potential partner property developers and consultants in 2020, including those recommended by CMHC. These included Options for Homes (a non-profit development organization focused on affordable housing, to which GKM was introduced in September 2020), Karmar Property Development, and N. Barry Lyon Consultants (NBLC).
73. The Board remained optimistic as to the project's financing prospects throughout 2020. TRC provided an update to depositors in December 2020 to this effect. This email is attached as **Exhibit "W"**.



### **Members Approve Transfer of Lands to GKMC and Sales Agreement**

74. With those measures in place, the Church finalized the restructuring that had been approved in the December 17, 2018 Board resolution. The timing for the implementation was tied to GKM's financial year-end so the changes would coincide with the new financial year commencing October 1, 2020, rather than implementing the changes part-way through a fiscal year.
75. It must be remembered that 2020 was when the COVID-19 pandemic most affected churches. The Province of Ontario declared a state of emergency and initially ordered the closure of all non-essential public activities. Churches were prohibited from meeting together publicly. There was an absolute limit of 5 persons who could meet together publicly. Places of worship were effectively barred from meeting. From June 12, 2020 onwards, new highly restrictive rules came into effect. In this environment, the Board decided that implementing approvals would be dealt with at the necessary annual general meeting of the members, which would be held in September, in time for the September 30 year-end.
76. GKM held a September 26, 2020 meeting of its members to approve the restructuring of GKM to TRC, the transfer of the Southern Lands by that entity to GKMC, and the continuation of the Church congregation as GKMC. There were 159 individuals in attendance at the meeting, either in-person or virtually. The restructuring was approved unanimously by the members of the Church who attended that September 26, 2020 meeting.
77. Upon approval of the restructuring of GKM and GKMC, these parties entered into a Sales Agreement, for the sale of all the assets and property of GKM used for church purposes (including the Southern Lands). Attached hereto as **Exhibit "X"** is a copy of the Sales Agreement dated September 30, 2020.

78. As stated, the Sales Agreement was dated for September 30, 2020 so that the agreement could be effected before the 2020 financial year-end, and so that the GKMC/TRC separation, for accounting purposes, could begin on the first day of the companies' 2021 financial year.
79. Signatures for the Sales Agreement had been obtained prior to September 30, 2020 as a matter of convenience, but whether the agreement would go into effect was always subject to the approval of the members at the September 26, 2020 meeting.

### **Counter-Intuitive Restructuring**

80. Initially, it had been assumed that the existing Church corporation, GKM, would continue to own the Southern Lands on which the Church building is located and that the Northern Lands would be conveyed to a new entity. Even the 2018 consent to sever application referenced above was structured that way. The Northern Lands were characterized as the Severed Parcel and the Southern Lands as the Retained Parcel.
81. It had been originally anticipated that GKM would assign all of the Life Lease Agreements to the new entity, which would then own the development site and complete the construction. However, it was subsequently discovered that there were several versions of the Life Lease Agreements, and that the earlier agreements did not contain the explicit assignment provision that most of the agreements did. This can be seen by contrasting Section 27.5 of Exhibits H and I to the Anderson Affidavit, with Section 28.5 of Exhibit G.<sup>2</sup> The later version of the Life Lease Agreements contains this additional sentence:

*"The Corporation may assign this Agreement to a not-for-profit corporation, registered charity or corporation that is related to us and to whom we have transferred or leased the land on which Trinity Ravine Towers is or will be located and you agree that as of that date that assignee executes an*

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<sup>2</sup> All found at Appendix "Y" of the Trustee Report.

*agreement to assume responsibilities and obligations contained in this Agreement. You irrevocably release us from any such obligations and responsibilities, irrevocably waive any right to require us to perform any such responsibilities and obligations and release us from any liability for not performing any such obligations or responsibilities.”*

82. The restructuring arrangement had to be reversed to overcome this issue. GKM, which was the contracting party in the Life Lease Agreements, retained the Northern Lands and conveyed the Southern Lands to GKMC, which assumed the identity of the Church.

### **Restructuring Not Rushed but a 22 Month Process**

83. The Trustee's allegation that the Sales Agreement was conducted on a rush basis is incorrect. The opposite is true. The decision leading to the Sales Agreement had been made 22 months earlier and took longer to finalize than was originally contemplated. In those 22 months, numerous steps were taken to implement the restructuring.
84. Firstly, in December of 2018 the application for consent to sever the Northern Lands from the Southern Lands was filed. Attached hereto as **Exhibit “Y”** is Miller Thomson LLP's submission letter to the City dated December 14, 2018. Attached as **Exhibit “Z”** are the submission status letter and receipts from the City of Toronto indicating receipt of those applications.
85. In 2019, the hearing of the consent to sever application occurred, with provisional consent being granted after the hearing held on Friday, May 10, 2019. Attached as **Exhibit “AA”** is the Notice of the Consent Application hearing. The Notice of Decision granting the Provisional Consent with conditions is attached as **Exhibit “BB”**. On June 5, 2019 the confirmation letter from the Committee of Adjustment that no appeals had been filed was issued and is attached hereto as **Exhibit “CC”**.

86. In the spring of 2020, steps were taken to satisfy the provisional consent conditions. The most important step was instructing the surveyor, Rudy Mak, to complete, and then deposit with the City, the required Reference Plan, attached as **Exhibit “DD”**. That process took Mr. Mak over two months. Attached as **Exhibit “EE”** is Plan 66R-31325 deposited June 4, 2020.
87. As set out above, the next eight months were occupied with negotiations with potential lenders. No further steps were taken in that period to convey the lands since the expectation was that the severance and transfer of the severed parcel would occur contemporaneously with the registration of financing to minimize transactional costs.
88. Subsequently in 2020, in expectation of CMHC financing, additional steps were taken to finalize the restructuring. These included due diligence, in the spring, on the corporation that is now GKMC and making application in June for Supplementary Letters Patent to change its name to Global Kingdom Ministries Church Inc. Attached as **Exhibit “FF”** is the filing of the application for that name change and the Province’s filing acknowledgement email.
89. On August 10, 2020, the conditions of the provisional consent to sever were satisfied and the Committee issued the required Certificate of Official to allow the severance. Attached as **Exhibit “GG”** is that Certificate. At that point, the Church was ready to move ahead and it was determined that the Church’s members should ratify the restructuring decision.

### **Post-Separation Conveyancing and Financing Matters**

90. Amongst TRC and GKMC, it was understood from the outset that, as consideration for the transfer, GKMC would assume responsibility for TRC’s mortgage with RBC (the “**RBC Mortgage**”). The mortgage was originally obtained to finance construction of the Church

building, and the acquisition of the Original Lands. That is the plot identified by PIN 06179-0128, consisting of both the Southern Lands and Northern Lands.

91. The decision to allocate the RBC Mortgage to GKMC, as consideration for the transfer, was made as early as August 12, 2020. A copy of Mr. Kalideen's email on this issue, to Richard Blundell, a paraprofessional at Miller Thomson, dated August 12, 2020 — which predates both the transfer and the Sales Agreement — is attached as **Exhibit "HH"**.
92. The RBC Mortgage was originally registered in the amount of \$10.5 million, and increased to \$14.3 million in August 2013 in order to permit further borrowings in support of what would become TRC's development project.
93. The mortgage assumption was not effective immediately upon the GKMC/TRC entering into the Sales Agreement on September 30, 2020. The transfer and mortgage assumption would be effected in 2021.
94. It is noted that, upon the Sales Agreement being entered into, GKMC immediately began making payments towards the RBC Mortgage. Between October 1, 2020 and the mortgage's discharge, GKMC paid \$376,000 in principal repayments, and \$151,860 in interest payments, towards the RBC Mortgage, as is discussed further below.
95. The real property conveyance portion of the transfer was ultimately effected on April 16, 2021. Between September 30, 2020 and April 16, 2021, consent for the transfer was sought from both of the mortgagees who held security interests over the Original Land. Significant negotiations with RBC and Owemanco were necessary to address their concerns.
96. The RBC's concerns were that it would be losing security over the development lands, (the Northern Lands). GKMC/TRC and RBC ultimately resolved on a forbearance

arrangement, with a view to paying out the RBC Mortgage in the summer of 2021. The Forbearance Agreements are attached and marked collectively as **Exhibit “II”**.

97. Symmetrically, Owemanco's concern was that it would lose its security over the Church parcel (the Southern Lands) — an understandable concern notwithstanding that the mortgage was obtained to finance the development project on the Northern Lands, as opposed to land acquisition or Church operations.
98. Ultimately, it was agreed that GKMC would covenant with Owemanco and Canadian Western Trust Company (which held an interest in the mortgage) that the Southern Lands would continue to provide security for the Owemanco Mortgage. The registration of *Personal Property Security Act* (“**PPSA**”) statements, which provide public notice of the lender's interest in GKMC's assets, were accomplished on April 16, 2021, thereby allowing the transfer to occur. The *PPSA* financing statement for GKMC dated April 16, 2021, in favour of Owemanco, is attached hereto as **Exhibit “JJ”**.
99. The effect of this arrangement was that GKMC was encumbered to permit TRC continued access to Owemanco financing, notwithstanding that these proceeds were exclusively used by TRC for development purposes.

### **The Transfer**

100. On April 16, 2021, the parties registered the transfer receipted as AT5708631 with the City of Toronto (the “**Transfer Instrument**”), formally severing the lands.
101. Importantly, the Provincial and Municipal Land Transfer Tax Statement filed with the Transfer Instrument indicated that GKMC would assume a \$6,823,500 mortgage as consideration for the transfer.

102. The RBC Mortgage was not immediately assumed or paid down. GKMC was in the process of looking for an alternative mortgagee. Accordingly, the amount owing under the RBC term loan at date of discharge (August 25, 2021) would be \$6,854,000.
103. When the September 30, 2020 Sales Agreement was entered into, the GKM board was optimistic about the future of the development and was confident that CMHC would finance the construction. Although there had been issues and challenges with respect to the development, I felt comfortable that the project would be financed and that the project would be built. It appeared to me that, although there were hurdles, wherever one door closed, a window opened. I believed that the project would be successful.

#### **Ongoing Steps to Build Residence After Corporate Restructuring Approval**

104. Work on the development continued after the GKM/TRC corporate restructuring. On October 7, 2020, the City's Committee of Adjustment held its public hearing to consider the minor variance application and granted the variances. Attached hereto as **Exhibit "KK"** are City of Toronto's Community Planning Recommendation Report recommending the approval of the minor variances, and the Notice of Decision dated October 19, 2020 granting the variances.
105. At the same time, in October of 2020, in the expectation that the project would now proceed, the Church continued its negotiations with its construction manager, Maple Reinders, over the terms of that agreement. An email from Oliver Eggert, the Contracts and Risk Manager at Maple Reinders Group Ltd., attaching supplementary conditions to the Construction Management Agreement, together with the agreement itself, are attached and marked collectively as **Exhibit "LL"**. Those negotiations ended for the reasons set out in the following paragraphs.

**CMHC Decides Not to Provide Financing**

106. After a year of working together on a financing deal, GKMC was surprised to learn on January 14, 2021 that CMHC had completed its review and would not proceed further with the Church's application. Its primary concerns were the inadequacy of Maple Reinders' experience in completing multiple projects of a similar scale on time and on budget, and that TRC did not itself have a strong enough balance sheet to back or guarantee the project. A copy of GKMC's Minutes for January 19, 2021, summarizing these concerns, is attached as **Exhibit "MM"**.
107. TRC took immediate steps to address CMHC's concerns. Starting with a meeting on January 18, 2021, Mr. Kalideen met with Mario Cimicata, the Vice-President of Construction for Deltera — a construction management division of the Tridel Group of Companies — to initiate discussions for replacing Maple Reinders as construction manager. CMHC recommended in or around February 2021 that TRC initiate discussions with Daniels Corporation and Dream REIT as builders who CMHC would have confidence in.
108. When those negotiations were unsuccessful, TRC determined that it needed to advise the purchasers that the project would not be able to proceed as a life lease project, and that they would need to be offered a choice between moving forward under a new model, or recovering their deposits. Attached as **Exhibit "NN"** is the February 26, 2021 letter to the purchasers, to this effect, and a related communication sent in April 2021 is attached as **Exhibit "OO"**.
109. In parallel, TRC explored joint ventures which would have satisfied CMHC's concerns, and provide the joint venturer with some profit, under a non-life lease model.



110. In particular, TRC continued its prior discussions with Options for Homes, arriving at a draft Term Sheet for a joint venture by May 10, 2021, a copy of which is attached as **Exhibit “PP”**.
111. The Term Sheet describes how Options for Homes would join as TRC’s developer partner, who would cooperate with TRC in the development and construction of the project, “so that TRC’s vision ... to provide seniors housing can come to fruition”.
112. The prospects for a joint venture with Options for Homes did not sour until July 23, 2021, when Options for Homes introduced new conditions into the Term Sheet that were unacceptable to the Board, including an option for early termination. By August 5, 2021, due to these issues, the Board declined to proceed with Options for Homes.
113. TRC had already been introduced to Nahid Corporation in July 2021. Nahid Corp was interested in a joint venture agreement, as Options for Homes had been. TRC received a letter of intent from Nahid Corp. on July 30, 2021, which contemplated a sale of its property to Nahid Corp, and an ongoing joint venture between Nahid and TRC.
114. By October and November 2021, discussions regarding a joint venture arrangement were far advanced, and Nahid Corp. advanced \$4 million in mortgage financing to the project in October, as is discussed further below. However, in late November 2021, increased uncertainty regarding the project’s prospects, and national media coverage of the project’s delays and hurdles, caused Nahid Corp. to withdraw from the proposed transaction and joint venture, effective December 30, 2021.
115. Over the course of TRC’s negotiations with potential partners, it was clear to TRC that the joint venturers and potential purchasers would want the units to become either condominium units for purchase or rental units, as opposed to life lease units.

116. Many depositors did not wish to continue under an alternative model. Eventually, 188 purchasers sought and were granted the right to terminate their Life Lease Agreements for which the return of their deposits was required. I was not one of them. The Anderson Affidavit indicates that, between late 2019 to 2021, \$12,229,521.49 of deposits were returned to those 188 individuals who terminated their agreements.
117. In order to repay them, TRC took two additional steps, based on its confidence that a joint venture or other option would be found to complete the project for the remaining original purchasers.
118. Firstly, TRC requested the return of the building permit fees and development charges paid to the City of Toronto. Attached as **Exhibit “QQ”** is the April 1, 2021 letter of Miller Thomson to the Chief Building Official of the City of Toronto requesting the cancellation and refund of development charges and building permit fees. A letter dated June 11, 2021 was transmitted to the City and is attached as **Exhibit “RR”**. The refund from the City was received in or around August 20, 2021 in the amount \$12,205,651.33.
119. Secondly, TRC borrowed further to return deposits. \$3,000,000 was borrowed from Limestone Capital by way of a charge registered June 16, 2021 against both the Northern and Southern Lands, to secure that loan at an interest rate of 13% per annum. These funds were used to repay depositors.
120. A few months later in October 15, 2021, as noted, a further loan was obtained from Nahid Corp. in the amount of \$4,700,000 at the rate of 1.5% per month. While the charge was for \$4.7 million, in fact \$4 million was advanced. These funds were also used to repay depositors.
121. The documentation for the Limestone Mortgage and the Nahid Mortgage are Exhibits “K” and “L” of the Anderson Affidavit.

122. Unfortunately, as already indicated, TRC's intention of arriving at a joint venture or sale arrangement with either Options for Homes or Nahid Corp, did not come to fruition. This failure to consummate an agreement with a partner, together with the influx of deposit refund requests, combined to set the stage for TRC's eventual restructuring filing.

### **TRC's Bankruptcy**

123. As previewed above: the summer and fall of 2021 saw a large number of the remaining 280 life lease holders request termination of their Life Lease Agreements and the return of their deposits.
124. It was the approximately 120 requests for termination and refund made in or around this time which caused Trinity Ravine Community Inc. to seek protection under the CCAA on or about February 22, 2022.

### **The Development Failed**

125. During my tenure as a director, I felt that all steps in respect of the development project made good business sense, were recommended by the relevant professionals which had been retained, or were the best options available in challenging circumstances.
126. In retrospect, however, I can point to missteps by GKM, and then TRC, in pursuing the seniors development. In hindsight, I believe that GKM priced the life lease units too low, based on construction costs being under-estimated, due to the assumption that we would be able to use lower cost construction methods, and not fully accounting for the impacts of inflation and rising interest rates over what became a prolonged project. I wish we knew that RBC would not provide construction financing earlier, so we could have involved other construction lenders earlier in the process and been able to address their concerns. The COVID-19 global pandemic only exacerbated matters.

127. I feel very badly for those who have lost their deposits. GKM and then TRC attempted to refund the depositors, even borrowing funds to do so. Unfortunately, there was insufficient money to refund all depositors, and TRC sought CCAA protection, in the belief that the sale of its lands would allow for the remaining depositors to be fully reimbursed.
128. Regrettably, the Northern Lands received much less (approximately \$11.5 million) than had been hoped for and that the lands had been appraised for. The appraisal for the Northern Lands as of August 17, 2020, is attached as **Exhibit “SS”**.
129. While I am heartened somewhat by the fact that TRC’s depositors have received “Life Lease Deposit Credits” in the new condominium project on the Northern Lands (which may be applied towards the purchase of units, or may be assigned to third parties), I understand that this is small comfort for many depositors. The agreement of purchase and sale detailing the Life Lease Deposit Credits arrangement, is attached as **Exhibit “TT”**.
130. In hindsight, I, like many others, wish GKM had never taken on the seniors residence project. That said, I was always motivated by the best of intentions. I believe this of the other directors and others involved in the project. While I accept criticism about the shortcomings with the development and the mistakes that were made, I do not accept any suggestions of dishonesty or self-dealing. All money was spent in support of the development. It is noted that the Trustee does not say otherwise.

### **Consideration**

131. Consideration for the transfer of the Southern Lands to GKMC was at all times to be its effective assumption of TRC’s RBC Mortgage, which was secured against the original, un-severed land. This understanding was reflected in the real estate transfer documents registered in the Province’s Land Titles system, and this was, in fact, what transpired.

132. At the time of the transfer, the debt secured by the mortgage was in excess of \$6.8 million. GKMC assumed responsibility for this indebtedness, and repaid it with the proceeds of a new \$7.4 million mortgage obtained from certain Pentecostal Assemblies of Canada entities<sup>3</sup> (“**PAOC**”) and secured against the Southern Lands *only*, for which TRC had no ongoing responsibility.
133. In addition to paying down TRC’s indebtedness under the RBC Mortgage, GKMC also advanced over \$400,000 in cash collateral to RBC, for TRC’s ongoing benefit.
134. GKMC ultimately paid a net of over \$7.3 million to RBC, for TRC’s exclusive benefit. A more detailed account of the transaction is provided below.

*GKMC Pays Over \$7.3 Million on Behalf of TRC*

135. On August 25, 2021, in connection with paying down the RBC Mortgage, RBC’s counsel issued a payout letter to both TRC and GKMC (the “**Payout Letter**”), attached as **Exhibit “UU”**.
136. The Payout Letter indicated that, at this time, TRC owed \$6,854,000 under the term loan facilities secured by the RBC Mortgage.
137. Additional amounts were also owing to settle TRC’s total liability to RBC, and TRC required still further amounts to maintain facilities which it would continue to rely on, following the discharge of the RBC Mortgage.
138. The Payout Letter set out the total indebtedness and required additional amounts, as of August 25, 2021, as follows:

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<sup>3</sup> The Pension Fund (1969) of the Pentecostal Assemblies of Canada; the Pentecostal Assemblies of Canada; and the Pentecostal Financial Services Group.

INDEBTEDNESS	
Demand Loan Facility 07512-77414621-206	\$10,179.10
Demand Loan Facility 07512-77414621-211	\$7,635.65
Term Loan Facility 07512-77414621-202	\$5,371,000.00
Term Loan Facility 07512-77414621-203	\$1,483,000.00
Interest Swap Facility	\$60,000.00
Unpaid legal fees and disbursements to August 20, 2021	\$3,796.16
Estimated legal fees and disbursements to the Payout Date	\$7,500.00
Cash Collateral for SLC7052552T	\$867,000
Cash Collateral for the Remaining Visa Facility	\$14,000
<b>TOTAL PAYOUT AMOUNT</b>	<b>\$7,824,110.91</b>

139. The amount payable would ultimately be reduced by \$30,536.32 on account of refunds or reductions by RBC (\$536.32 for legal costs; \$30,000 for the Interest Swap), leaving a net of \$7,793,574.59 payable. The ledger entries regarding these refunds are excerpted and attached as **Exhibit “VV”**.
140. The Payout Letter expressly contemplates the sources of funds which would be used to settle the RBC Mortgage, and setup certain cash collaterals for continuing facilities. They were: (a) the PAOC Mortgage proceeds, obtained by GKMC and secured against its Southern Lands; and (b) development charges refunded by the City of Toronto to TRC.
141. The net proceeds received by GKMC from its PAOC Mortgage were \$7,385,196.58; this was sufficient to settle TRC’s total existing liability under the RBC Mortgage (\$6.9 million). A copy of the funds summary indicating the net PAOC Mortgage proceeds is attached as **Exhibit “WW”**.
142. On top of paying down this indebtedness, GKMC also paid a further:
- (a) \$14,000, as the cash collateral for GKMC’s own Visa Facility, which would remain in place at its own cost and for its own benefit, until March, 2022; and

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- (b) \$428,085.67 of a \$867,000 cash collateral which TRC required in order to maintain its standby letters of credit with RBC — SLC7052552T and P405073T07512 — which TRC continued to rely upon, after the RBC Mortgage was paid out.
143. TRC paid the remaining \$438,914.33 of the required \$867,000 cash collateral using its development charge refunds. TRC was also to contribute \$5,720.55 (20%) towards the \$28,574.59 in net legal costs<sup>4</sup> owing to RBC in connection with the payout, but never did.
144. These were TRC's sole contributions to the discharge of its mortgage — undertaking to pay a minority share of legal costs, and posting part of the collateral for its own ongoing letters of credit, from which it continued to benefit. The balance was covered by GKMC.
145. When the above-noted payments are tallied and allocated, and RBC's refunds applied, the net amount paid by GKMC, for the exclusive benefit of TRC, was **\$7,340,660.26**, as follows:

GKMC Payments for TRC in RBC Mortgage Payout

Term Loan Facilities:	\$ 6,854,000.00
Interest Swap Facility:	\$ 30,000.00
Towards Cash Collateral for LC7052552T:	\$ 428,085.67
Legals:	\$ 28,574.59
TOTAL:	\$ 7,340,660.26

146. In other words, on August 26, 2021, GKMC paid \$7,340,660.26 to RBC for the benefit of TRC, as consideration for the transfer of the Southern Lands.
147. However, at paragraphs 64 and 72 of the Report, the Trustee indicates that they were unable to trace or reconcile the mortgage assumed by GKMC, and found no evidence to

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<sup>4</sup> \$28,574.59 being sum of: the demand loan facilities, the unpaid legal costs, and the estimate legal costs; less a \$536.32 refund by RBC.

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support the \$6.8 million mortgage having been assumed by GKMC. The Trustee concludes that transfer of the Southern Lands was done for nil consideration.

148. I do not understand how the Trustee can allege there was no consideration for the transfer.

149. There is no reason why GKMC would have agreed to take on responsibility for a TRC liability in excess of \$6.8 million (and actually pay \$7,340,660.26 to settle the debt and setup TRC's cash collaterals), other than as consideration for the transfer of the Southern Lands into its name.

150. It is true that no monies were transferred, and no mortgage assumed, on the dates of the separation or transfer. However, I was never of the view that all elements of the transaction needed to be completed on a particular day. Given the nature of the relationship between the parties, there was never any concern about the parties' ability or willingness to implement the Sales Agreement.

#### **Relevant Intercompany Payables**

151. The Trustee notes payables recorded between TRC and GKMC on three relevant occasions.

152. First, at paragraph 70(a)(iv) of the Report, the Trustee relates that, in August 2021, TRC recorded an obligation due to GKMC in the amount of \$1.9 million. This was immediately after the RBC Mortgage was paid out on August 25, 2021.

153. Second, at paragraphs 105-106, the Trustee relates that, in connection with the transfer, GKMC made a promissory note in favour of TRC in the amount of \$2.9 million. The exact amount was \$2,948,544.

154. Third, at paragraph 150 of the Report, the Trustee relates that, on October 1, 2021, TRC made a promissory note in favour of GKMC, in the amount of \$4.8 million. This promissory



note was for \$4,833,094.99, which reflects the amount recorded in GKMC's books and records as due from TRC, as at GKMC's financial year-end on September 30, 2021.

*Issues with the Intercompany Payables*

155. While at no point was I aware of any issues with respect to intercompany payables during my tenure as a director, in preparing this affidavit, like the Trustee, I have also been unable to reconcile the above amounts owing from TRC to GKMC, or *vice versa*.
156. It is important to note that while these amounts were recorded for bookkeeping purposes as due between these parties, no amounts were ever paid, and no assets transferred, in respect of these entries. In this instance, efforts to appropriately account for the corporate separation of TRC and GKMC on paper, did not translate into actual payments or transfers to square their ledgers.
157. Taking these amounts as what they are — book entries, and not payments — it is unclear the extent to which these intercompany payables offset one another, are subsumed into one another, or can be substantiated.
158. It now appears that there were accounting and allocation errors reflected in those intercompany payable numbers (although I was not aware of any such errors during my tenure as a director). For example, \$42,174 in old cash collaterals which had been posted by GKM (now TRC), were treated as owing to GKMC when they were released to TRC by the lender in 2022.
159. Bookkeeping errors of this sort may have been precipitated in part by confusion surrounding the mechanics of the severance. As described earlier, the initial intention was to have the original Church entity (GKM) continue to operate the Church, with a new entity assuming the development. When this was reversed, the outcome was counter-

intuitive. On the ground, Church operations continued unchanged. On paper, the Church was a new entity.

160. These accounting errors were ultimately reflected in the financial statements for GKM (TRC), and GKMC. As noted by the Trustee at paragraphs 105 to 106 of the Report, the financial statements indicate that net consideration for the transfer was \$10 plus a \$2,948,544 note made by GKMC. This is simply incorrect. It was not what was agreed, what transpired, or even the net position these parties arrived at from an accounting perspective.
161. GKMC is working with its auditors to correct the notes regarding intercompany transactions, to accurately reflect the net amounts paid and owing as between TRC and GKMC.
162. However, it bears reemphasizing that, as no payments were made on account of these entries, these accounting errors had no impact on the actual cash position of TRC and/or GKMC. These errors did not reverse the \$7,340,660.26 advanced by GKMC for the benefit of TRC in the RBC Mortgage Payout, which was consistent with what was agreed upon, and was the ultimate consideration for the transfer.

#### **GKMC Provides Other Benefits to TRC**

163. Far from cutting TRC loose, after the RBC Mortgage Payout, GKMC continued to provide support to TRC, both financially and administratively.
164. These additional contributions and benefits — over and above the \$7,340,660.26 as consideration for the transfer — accrued to TRC both before and after the transfer of the Southern Lands.

165. For example, in the 2021 financial year:

- (a) GKMC paid \$527,860 (\$376,000 in principal; \$151,860 in interest) towards the RBC Mortgage prior to its discharge, beginning with the TRC-GKMC split on October 1, 2020. This amount did not form part of the consideration for the transfer;
- (b) GKMC advanced \$100,000 to TRC, so that TRC could meet its cash flow needs in July 2021, which the Trustee notes were strained;
- (c) GKMC charged (but never insisted on payment of) \$34,000 to TRC, for 12 months of administrative services rendered to TRC by GKMC staff, post-separation; and
- (d) GKMC co-borrowed \$3 million with TRC from Limestone Capital Inc., encumbering GKMC's Southern Lands, so that TRC could use these proceeds to repay its depositors.

166. Similarly, in the 2022 financial year:

- (a) GKMC advanced \$25,000 to TRC, so that TRC could pay for expenses related to its financings in July 2022; and
- (b) GKMC charged (but never insisted on payment of) \$15,000 in rent to TRC, for its use of GKMC's premises over the five months prior to the CCAA proceedings.

167. The ledger entries regarding the foregoing are excerpted and attached as **Exhibit "XX"**.

168. Even without the Limestone Mortgage, these advances and unpaid charges amount to a total benefit to TRC of \$701,860. This figure is non-exhaustive, and does not account for interest in respect of these advances.

169. None of these amounts were ever (re)paid by TRC. All of these amounts represent advances solely for the benefit TRC, or appropriate intercompany charges to account for the reality of their legal separation, while sharing business premises and staff.
170. With regards to benefits related to the use of TRC's and GKMC's properties, the outdoor premises were not separately used or maintained. Regardless of whether individuals were there on TRC or GKMC business, all used GKMC's sidewalks and parking lot, and TRC's parking lot, as they had before.
171. There was no border wall drawn for congregants or contractors. For example, after the transfer, GKMC paid \$18,960 for ground maintenance, including \$14,940 for regular snow removal, of both the Northern and Southern Lands; TRC paid \$9,808.40 for the supplemental snow removal and salting required that financial year. This reflected our best efforts at an appropriate allocation of these costs for services which benefitted both TRC and GKMC. The ledger entries regarding the foregoing are excerpted and attached as **Exhibit "YY"**.
172. Relatedly, the Trustee identifies benefits reported to have accrued to GKMC. Paragraphs 16 and 111-112 of the Report note net assets transferred from TRC to GKMC in the amount of \$14,733,521. When property and equipment are excluded, these other assets reportedly transferred total \$756,550.
173. These figures are derived from the financial statements for GKM dated September 30, 2022. They have subsequently been incorporated into the financial statements for GKMC. As noted, we are working with our auditors to correct the notes regarding intercompany transactions, to accurately reflect the net amounts paid and owing as between TRC and GKMC.

174. However, even if these figures remain unchanged, when set off against the \$701,860 in benefits which TRC derived from GKMC in or around the same time period, the net transfer of “other assets” to GKMC is just \$54,690.
175. I note that GKMC paid over 7x this figure as collateral for TRC’s continuing letters of credit with RBC, alone, at the time of the RBC Mortgage Payout. I also repeat that this figure does not account for GKMC encumbering its Southern Lands under the Limestone Mortgage, for TRC’s benefit.

### Insolvency Analysis

176. I have reviewed paragraph 134 of the Trustee Report, which sets out the inputs for an insolvency test. I note that at the time of the transfer, I did not consider GKM insolvent. I do not believe that any other Board member did, either. The issue of solvency was not discussed, at the time of the transfer, and I continued to believe that the project would be successfully completed.
177. The Trustee provides the following information in support of its contention that the transfer of the Southern Lands rendered GKM (TRC) insolvent:

In 000's	Per Kroll Appraisal PRIOR to the transfer	Per Kroll Appraisal POST the transfer
Non Property Assets	2,004	1,173
Northern Land	27,800	27,800
Southern Land	21,200	0
Total Assets	51,004	28,973
Liabilities*	40,485	40,410
Net Position	10,519	(11,437)
Solvency	Solvent	Insolvent

178. It is important to note that the Trustee is using appraised values from its expert appraiser, Kroll Real Estate Advisory Group (“**Kroll**”), for the values of the Northern and Southern Lands. Kroll values the Southern Lands at \$21,200,000 as of September 30, 2020, and at \$23,200,000 as at April 16, 2021.
179. GKMC disputes Kroll’s valuation and relies upon the expert reports of Altus on this issue. Altus values the Southern Lands as of the date of the transfer (April 16, 2021) at \$7,750,000.
180. It is also noted that the Trustee gives no credit to GKMC for the consideration for the transfer, which is \$7,385,196.58.
181. Adjusting the chart to account for (a) the Altus valuation, and (b) the consideration for the transfer, demonstrates that GKM (TRC) was slightly insolvent at the time of the transfer and slightly more insolvent as a result of the transfer. The result is set out below:

In 000’s	Per <u>Altus</u> Appraisal PRIOR to the transfer	Per <u>Altus</u> Appraisal POST the transfer
Non Property Assets	2,004	1,173
Northern Land	27,800	27,800
Southern Land	<u>7,750</u>	0
<u>Consideration for Transfer</u>		<u>7,385.1</u>
Total Assets	37,554	<u>36,358.1</u>
Liabilities*	40,485	40,410
Net Position	(2,931)	<u>(4,051.9)</u>
Solvency	Insolvent	Insolvent

182. For simplicity of presentation, the consideration for the transfer has been represented above as an asset, rather than a reduction in the liabilities of TRC, which is the benefit GKMC provided to TRC via the RBC Mortgage Payout.

183. Based on the above, GKMC accepts for the purposes of this proceeding that TRC was insolvent on the date of the transfer.<sup>5</sup> Together with the fact that the transaction was agreed upon on September 30, 2020, GKMC further accepts that this is sufficient to allow for a further examination of whether the transfer was without consideration or at under value (although it was not).

### **No Attempt to Defeat Creditors**

184. However, as an alternative argument, the Trustee relies upon section 96(i)(b)(ii) and asserts that TRC intended to defraud, defeat or delay creditors by transferring the Southern Lands to GKMC.

185. I reject this serious allegation. Among other things, had GKMC/TRC intended to deprive TRC's creditors:

- (a) GKMC would not have advanced additional funds to TRC after the separation (at times the Trustee alleges the Board knew that TRC's project could not succeed), or left amounts due from TRC uncollected for months at a time — GKMC did exactly this; and
- (b) TRC would not have repaid \$12,229,521.49 in deposits to purchasers, which it did in good faith.

186. In support of its contention, the Trustee alleges the transfer was hastily completed by a related party. I have earlier addressed the entirely unfounded allegation of a hastily completed transaction. I won't repeat myself here.

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<sup>5</sup> A note on valuation dates: Kroll opines that the value of the Southern Lands increased between September 30, 2020, and April 16, 2021. It is possible that using Altus' April 16, 2021 valuation (\$7.75 million) may overstate the value of the Southern Lands as at September 30, 2020. To the extent this is the case, and the value of the Southern Lands was less than \$7.75 million as at September 30, 2020, this would increase the level of GKM's pre-transfer insolvency, leaving its post-transfer insolvency unchanged.

187. The Trustee also alleges there was nominal consideration. Again, I have already addressed this point in detail and won't repeat the evidence given.
188. The Trustee alleges that GKMC continued to benefit from the Northern Lands and from other monetary benefits after the transfer. On balance, the opposite is true.
189. GKMC contributed to the maintenance of the Northern Lands. Further, as noted, TRC accrued hundreds of thousands in benefits from GKMC in the year of the transfer, including at least \$174,000 in cash advances or deferred payables subsequent to the transfer. TRC also continued to benefit from the \$428,085.67 paid by GKMC as cash collateral for TRC's continuing letters of credit with RBC.
190. To the extent GKMC benefitted from the Northern Lands, at all, the amounts at issue are small, not particularized, or are explicitly not being pursued by the Trustee.
191. The Trustee alleges the transfer was made under the threat of legal proceedings. This is incorrect. The plan to transfer the lands was approved in December 2018, long before any depositors requested their deposits back. The decision was made for numerous sound, legitimate business reasons having to do with proper governance and the maintenance of the Church's charitable status. Until mid-2021, the demands of deposit-holders were being well managed and were manageable. It was the extent of demands in the summer and fall of 2021 which caused the situation to become untenable, and resulted in TRC seeking CCAA protection.



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192. I make this affidavit in support of GKMC's response the within application brought by the Trustee, and for no other or improper purpose.

**SWORN BEFORE ME:**☐

in person

☒

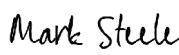
by video conference

by Mark Steele at the City of Pickering, in the Province of Ontario before me at the City of Hamilton in the Province of Ontario on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (*or as may be*)



Signature of Commissioner (*or as may be*)  
**MATTHEW G. SMITH LSO#: 77154B**

DocuSigned by:  
  
82021DAAC1DE4CA...

Signature of Deponent  
**MARK STEELE**

This is Exhibit "A" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

This Agreement made as of the 30th day of November, 2009.

**B E T W E E N:**

**SCARBOROUGH GOSPEL TEMPLE**

an unincorporated Church, by its authorized signing officers,

**Robert Charles Johnston and Kern Kalideen**

and by its Trustees,

**Alrick Ashley, Russ Anthony, Victoria Barnswell, Patrick Canagasingham,  
Robert Chambers, Joseph Dunston, Robert Johnston, Kern Kalideen, Tom  
Lodu, Clarence Small and Ruth Stevens**

(Hereinafter collectively referred to as the "Unincorporated Church")

and

**GLOBAL KINGDOM MINISTRIES INC.**

a Federal Corporation, by its authorized signing officers

**Kern Kalideen and Ruby Dean**

(hereinafter referred to as the "Corporation")

**1. BACKGROUND INFORMATION**

1. 0 The following are the facts upon which this Agreement is based:

- (a) The Unincorporated Church holds title to its movable property through its trustees in trust by its constitution in practice, subject to the approval and direction of the Church Council of the Unincorporated Church is represented by its duly authorized planning officers.
- (b) The Unincorporated Church has been established and organized for the advancement of religion for the conduct of religious worship and services and such other purposes as set out in its Constitution, as amended from time to time.
- (c) The Unincorporated Church is currently known as "Scarborough Gospel Temple".
- (d) The Unincorporated Church is registered as a charitable organization with Canada Revenue Agency ("CRA") by Charitable Registration and/or Business Identification Number 13201-7732-RR0001.
- (e) The Corporation is a federal not-for-profit charitable Corporation Inc. on the 4th day of September, 2007 and is to receive a transfer

of all of the existing Members of the Unincorporated Church into its Membership.

- (f) The Corporation will carry on the charitable activities of the Unincorporated Church effective as of November 30, 2009, on which date the Unincorporated Church will be deemed to be dissolved to allow its religious charitable activities to be carried on through the Corporation.
- (g) The Unincorporated Church is assigning its Charitable Registration and/or Business Identification Number of the Corporation effective as of November 30, 2009.
- (h) In order to allow the Corporation to carry on the charitable work of the Unincorporated Church is the successor trustee of the Unincorporated Church, all of the assets and liabilities of the Unincorporated Church are being transferred to an assumed by the Corporation effective as of November 30, 2009, together with an indemnification by the Corporation of every member of the Board of Deacons, Elders, Board of Elders, Pastor, Associate Pastors, Trustees, Officers and Members or any other persons who have undertaken any liability on behalf of the Unincorporated Church.
- (i) This Transfer, Assumption and Indemnification Agreement has been duly authorized by both parties to this Agreement at meetings of their respective members duly called in accordance with their respective constitution or by-law.

## **2. TRANSFER AND USE OF ASSETS**

- 2.01 **Transfer of Assets.** In consideration of the mutual covenants contained herein is subject to the terms and conditions of this Agreement, but without payment of any monies, the Unincorporated Church, through its duly authorized signing officers and duly appointed Trustees, is hereby irrevocably transfer, convey, grant, assign and set over, effective as of November 30, 2009, all of its rights, title and interest in favor of the Corporation, and the Corporation does hereby agree to receive and assume from the Unincorporated Church, all of the assets, properties and rights of the Unincorporated Church and its Trustees, whether real, personal, or mixed, tangible or intangible, of every kind, nature, and the description and wheresoever situated, including but not limited to all real and personal property, leasehold interests, monies, bank accounts, pledges, securities, accounts receivables, leases, and intangible property, as more particularly set out in Schedule "A" attached hereto (all of which are collectively referred to hereafter as the "Assets").

- 2.02 Use of Assets. The Corporation agrees and covenants with the Unincorporated Church that the Assets will be used only for the charitable purposes of the Corporation and will be subject specifically to any terms of trust that may apply to such Assets, including any restricted trust funds, either explicitly or by implication imposed on any such Assets.

### **3. ASSUMPTION OF LIABILITIES AND DEBTS**

- 3.01 Assumption. In consideration of the transfer of the Assets herein and the mutual covenants contained in this Agreement and subject to the terms and conditions hereof, the Corporation agrees effective as of November 30, 2009 to assume all of the liabilities, debts and obligations of the Unincorporated Church of every nature and kind associated with the transfer of Assets and the operations of the Unincorporated Church, including, but not limited to, all mortgages, promissory notes, liens, charges, pledges, rights of set off, security interests, encumbrances, that's, Accounts Payable, and employment obligations in relation to the operations of the Unincorporated Church, and more particularly set out in Schedule "B" (all of which are collectively referred to as the "Liabilities").

### **4. VALUATIONS OF ASSETS AND LIABILITIES**

- 4.01 The values of the Assets outlined in Schedule "A" and the Liabilities in Schedule "B." reflect the approximate value of such Assets and Liabilities as of November 30, 2009. The parties agree that an amended Schedule will be added to this Agreement which shall reflect the actual values of the Assets and Liabilities as of November 30, 2009.

### **5. INDEMNIFICATION**

- 5.01 The Corporation acknowledges and agrees that the Unincorporated Church shall not be responsible for any claims, costs, expenses, or damages, including legal costs, arising out of the activities of the Corporation as of November 30, 2009 and thereafter, and is hereby agree to indemnify and save harmless the Unincorporated Church and its Board of Deacons, Elders, Pastor, Associate Pastors, Trustees, Officers and Members in accordance with Section 5.02 below.
- 5.02 In consideration of the transfer of the Assets herein in the mutual covenants provided for in this Agreement, the Corporation is hereby agree to indemnify and save harmless, to the extent that the Unincorporated Church is under a legal obligation to indemnify every past or present member of the Board of Deacons, Elders, Pastor, Associate Pastors,

Trustees, Officers and Members, or any other persons who have undertaken any liability on behalf of the Unincorporated Church, from all claims, demands, actions, causes of action, judgments, orders, penalties, losses, damages, and costs and expenses, including legal fees on a solicitor client bases, of every nature inclined, known or unknown, either past, present or future, however rising (the "Claims") in relation to the Assets or in respect of any act, D., matter or thing whatsoever, made, done or committed by such person or persons, in or about the execution of his or her office or authorized involvement with the Unincorporated Church, or with respect to the activities of the Corporation as of November 30, 2009 and thereafter, save and except where such Claim results from such person or persons' willful neglect or default ("Indemnification").

## **6. REPRESENTATIONS AND WARRANTIES**

6.01 **Representations and Warranties of the Unincorporated Church.** The Unincorporated Church does hereby represent and warrant to the Corporation as follows:

- (a) The Unincorporated Church, Through Its Trustees and authorized signing officers, is the owner of the Assets pursuant to the terms of the *Religious Organizations Lands Act* (Ontario) and the Constitution and practices associated with the operations of the Unincorporated Church.
- (b) The description of the Assets and Liabilities of the Unincorporated Church are, to the best of the knowledge and belief of the Trustees and the authorized signing officers of the Unincorporated Church, all of the Assets and Liabilities of the Unincorporated Church.
- (c) The Unincorporated Church, through its Trustees and authorized signing officers, have the authority to transfer on behalf of the members of the Unincorporated Church, the Assets described herein to the Corporation.
- (d) There are no restricted trust funds, whether express or implied, of the Unincorporated Church.

6.02 **Representations and Warranties of the Corporation.** The Corporation hereby represents and warrants to the Unincorporated Church as follows:

- (a) The Corporation has been incorporated as of September 4, 2007, has been duly organized and is a validly subsisting Corporation and is in good standing under the laws of Canada, and has the corporate power to own the Assets referred to herein.

- (b) The Corporation has been or will be accepted by Canada Revenue Agency as the successor journal organization to the Unincorporated Church and has been or will be assigned to the Charitable Registration Number and/or Business Identification Number of the Unincorporated Church.
- (c) The objects of the Corporation are, in their entirety, charitable, both common law and is defined under the *Charities Accounting (Ontario) Act* and in accordance with the applicable provisions of the *Income Tax Act* (Canada), and are consistent and complementary to the objects of the Unincorporated Church.
- (d) All necessary corporate actions in proceedings have been taken to permit to do and a valid transfer of the Assets, assumption of the Liabilities, and Indemnification is provided for herein.

6.03 Survival of Representations and Warranties. The representations and warranties of the Unincorporated Church and the Corporation contained in this Agreement shall survive the completion of the transfer of Assets, the assumption of Liabilities and the Indemnification herein, and notwithstanding such completion, and regardless of any investigation made by or on behalf of the parties with respect here too, shall continue in full force and effect for the benefit of both parties indefinitely hereafter.

## **7. COMPLETION AND TRANSFER**

7.01 Completion Date. The transfer of Assets and assumption of Liabilities shall be deemed to have been completed as of November 30, 2009.

7.02 Transfer and Assumption. The transfer and assumption of the Assets and Liabilities shall be completed without further act or formality, and this Agreement shall operate as a conveyance of the transferred Assets and assumption of Liabilities. Notwithstanding the foregoing, the Unincorporated Church through its Trustees and authorized signing officers, and the Corporation through its authorized sending officers, hereby covenants and agrees, prepare, and execute all further and other documents, deeds, conveniences, bills of sale, assurances, and acts as may be necessary or desirable to more completely and effectively transfer, convey and assure the Assets in every part thereof from the Unincorporated Church to the Corporation and the assumption of Liabilities associated therewith.

7.03 Notification to Public Authorities. The Corporation hereby undertakes to provide written notification of this transaction to the Office of the Public

Guardian and Trustee of Ontario in accordance with the *Charities Accounting Act* (Ontario) and to Canada Revenue Agency in accordance with the *Income Tax Act* (Canada).

## **8. GENERAL PROVISIONS**

- 8.01 **Governing Law.** The laws of the Province of Ontario shall govern the validity of this Agreement, the construction of the terms, and the rights and responsibilities of the parties. It is the intent of the parties to fully comply with all applicable provincial and federal laws. If any provision of this Agreement is determined not to be in compliance with applicable statutes, that provision shall immediately be regarded as null and void and this Agreement shall otherwise continue with the parties cooperating in good faith to modify this Agreement as required as to most fully accomplish the original goals, objectives and stated purposes of this Agreement.
- 8.02 **Amendment.** This Agreement may not be modified or amended except with the written consent of each of the parties hereto.
- 8.03 **Assignment.** Neither party may assign any rights hereunder except with the prior written consent of the other party hereto. Except as otherwise provided to the contrary, this Agreement shall be binding upon and enure to the benefit of the parties, their respective successors and permitted assigns.
- 8.04 **Further Assurance.** The parties hereto agree that they will, from time to time at the reasonable request of either of them, execute and deliver such instruments, conveyances and assignments and take further action as may be required pursuant to the terms hereof to accomplish the intent of this Agreement.
- 8.05 **Time of the Essence.** Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.
- 8.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the Unincorporated Church and the Corporation pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements (except as specifically provided for in this Agreement), understandings, negotiations and discussions whether oral or written of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- 8.07 **Severable Covenant.** If any covenant or obligations set forth in this Agreement or the application of it to either party or to particular



circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such obligation to the parties or circumstances other than those to which it is held invalid or unenforceable shall be separately valid and enforceable to the fullest extent permitted by law.

8.08 Headings. All headings in this Agreement are inserted for convenience and reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

8.09 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or some similar device will be treated as binding as originals and each party hereto undertakes to provide each and every other parties hereto with a copy of the Agreement bearing the original signature forthwith upon demand.

IN WITNESS WHEREOF, the Unincorporated Church has executed this Agreement effective as of the November 30, 2009, as attested to by its duly authorized signing officers and it's duly appointed Trustees.

**SCARBOROUGH GOSPEL TEMPLE**  
(the "Unincorporated Church")

\_\_\_\_\_  
Alrick Ashley, Trustee

\_\_\_\_\_  
Robert Charles Johnston,  
President and A.S.O.

\_\_\_\_\_  
Russ Anthony, Trustee

\_\_\_\_\_  
Kern Kalideen, Vice-President and  
A.S.O.

\_\_\_\_\_  
Victoria Barnswell, Trustee

\_\_\_\_\_  
Patrick Canagasingham, Trustee

\_\_\_\_\_  
Robert Chambers, Trustee

\_\_\_\_\_  
Joseph Dunston, Trustee

\_\_\_\_\_  
Robert Charles Johnston, Trustee

\_\_\_\_\_  
Kern Kalideen, Trustee

\_\_\_\_\_  
Tom Lodu, Trustee

\_\_\_\_\_  
Clarence Small, Trustee

\_\_\_\_\_  
Ruth Stevens, Trustee

IN WITNESS WHEREOF, the Corporation has executed this Agreement effective as of the 30<sup>th</sup> day of November, 2009, as attested to by its duly authorized signing officers.

**GLOBAL KINGDOM MINISTRIES INC.**  
(the "Corporation")

Per: \_\_\_\_\_  
Kern Kalideen, Vice-President and A.S.O.

Per: \_\_\_\_\_  
Ruby Dean, Treasurer and A.S.O.

**SCHEDULE "A" TO A TRANSFER, ASSUMPTION AND  
INDEMNIFICATION AGREEMENT**

**Dated November 30, 2009**

**B E T W E E N:**

**SCARBOROUGH GOSPEL TEMPLE**

an unincorporated Church, by its authorized signing officers,

**Robert Charles Johnston and Kern Kalideen**

and by its Trustees,

**Alrick Ashley, Russ Anthony, Victoria Barnswell, Patrick Canagasingham,  
Robert Chambers, Joseph Dunston, Robert Johnston, Kern Kalideen, Tom  
Lodu, Clarence Small and Ruth Stevens**

(Hereinafter collectively referred to as the "Unincorporated Church")

and

**GLOBAL KINGDOM MINISTRIES INC.**

a Federal Corporation, by its authorized signing officers

**Kern Kalideen and Ruby Dean**

(hereinafter referred to as the "Corporation")

**ASSETS OF THE UNINCORPORATED CHURCH**

**1. Land/Easements and Buildings**

Part of Lot 32 RCP 10620; Described as Parts 1,2 & 3 on 66R-22461;  
Scarborough; subject to TB268009; together with an easement over Part  
Lot 32 RCP 10620, described as Part 1, 66R-22905, as in AT 1385473;  
Toronto, City of Toronto [PIN 06179-0128 (LT)]

**2. Goods and Chattels**

All of the goods, chattels, moveables, equipment and fixtures of the  
Unincorporated Church wherever located, including but not limited to the items  
listed in Schedule "A1" herein.

**3. Monies and Bank Accounts**

All of the funds of the Unincorporated Church, wherever located, whether  
in the form of cash or deposits at any bank or trust company or other financial  
institutions, including but not limited to the deposits in the accounts at the  
following banks and trust companies:

## (1) Name of Bank and Branch

ROYAL BANK OF CANADA  
 Markham & Painted Post Branch  
 789 Markham Road  
 Scarborough, Ontario M1H 2Y9

Transit #	6202	
Account #	1009570	\$84,282.44

Letter of Credit # P361696T07512	\$13,505.60
----------------------------------	-------------

Visa Account # 4516070002192070	\$2,840.54
---------------------------------	------------

Visa Account #4516070002192104	\$2,519.56
--------------------------------	------------

Visa Account # 4516070002192229	\$4,932.34
---------------------------------	------------

4. **Investments****GIC's**

TD Canada Trust  
 1900 Ellesmere Avenue  
 Scarborough, Ontario M1H 2V6

Account # 1790-8095389-03	
Maturity Date: July 28, 2010	\$66,872.19

Letter of Credit # 1790-9820088-01	\$62,000.00
------------------------------------	-------------

5. **Insurance**

All insurance policies, including life insurance, showing the Unincorporated Church as a beneficiary.

6. **Accounts Receivable**

All accounts receivable, debts, loans, or monies owed to the Unincorporated Church, whether secured or unsecured, including but not limited to:

N/A

7. **Existing Testamentary Gifts**

N/A

**8. Gifts and Pledges**

Gifts received in relation to the Building for the Harvest Campaign in the amount of \$3,944.00.

Pledges in relation to the SEE the Vision Campaign to be received from the period of January 10, 2008 to November 30, 2009 in the amount of \$1,671,458.15. Approximately \$563,999.46 (as of November 30, 2009) of the pledges has been received to date.

**9. Name and Goodwill**

All of the names of the Unincorporated Church including, but not limited to, the name of Scarborough Gospel Temple and any other ministry names, together with all the goodwill and trademarks associated therewith.

**10. Intangible Property**

All of the intangible property incorporated Church including, but not limited to, all copy rights, trade-marks, trade names, patents, wherever located, whether registered or unregistered, together with any associated contracts, licences or agreements, whether verbal or in writing.

**11. Charitable Registration Business Identification Number**

The Charitable Registration Business Identification Number with Canada Revenue Agency for the Unincorporated Church, being 13201-7732-RR0001.

**12. Telephone and Fax Numbers**

- (i) The telephone numbers of the Unincorporated Church, being (416) 438-1601.
- (ii) The fax number of the Unincorporated Church, being (416) 438-0047.

**13. Contracts, Pledges and Warranties**

All contracts, pledges, licence agreements, or leases that are unexpired, together with any rights to any warranties or any associated claims in relation to any assets or contracts of the Unincorporated Church.

**SCHEDULE "A1" TO A TRANSFER, ASSUMPTION AND  
INDEMNIFICATION AGREEMENT**

**Dated November 30, 2009**

**B E T W E E N:**

**SCARBOROUGH GOSPEL TEMPLE**

an unincorporated Church, by its authorized signing officers,

**Robert Charles Johnston and Kern Kalideen**

and by its Trustees,

**Alrick Ashley, Russ Anthony, Victoria Barnswell, Patrick Canagasingham,  
Robert Chambers, Joseph Dunston, Robert Johnston, Kern Kalideen, Tom  
Lodu, Clarence Small and Ruth Stevens**

(Hereinafter collectively referred to as the "Unincorporated Church")

and

**GLOBAL KINGDOM MINISTRIES INC.**

a Federal Corporation, by its authorized signing officers

**Kern Kalideen and Ruby Dean**

(hereinafter referred to as the "Corporation")

**GOODS, CHATTELS, MOVEABLES, EQUIPMENT AND FIXTURES OF THE  
UNINCORPORATED CHURCH**

Computer Hardware	\$10,253.56
Computer Software	\$14,164.75
AVL Equipment	\$574,661.43
Building Equipment	\$69,932.05
Furniture & Furnishings	\$145,450.65
Land	\$6,014,679.90
Building	\$10,140,353.85
	<u>\$16,969,496.19</u>

[illegible]





Fixed Assets Detail		AVL Equipment		Chg #	Chg Date	Inv #	Invoice Date	Vendor	Description	Amount	PST	GST	Total
370	11/05/07	31997	10/18/07	Apex sound & lighting	Sound Equipment-Bfwd 09/30/07			71,507.32					
370	11/05/07	32063	11/06/07	Apex sound & lighting	2 dynamic wireless handheld			9,740.00	wireless system for worship team	564.40			10,324.40
696	03/11/08	Reimbursement	SGT	RBC Visa-Ltd.uds exp.-B headphones for sound				271.92		21.75			307.27
857	06/13/08	00004649	05/06/08	Apex Sound & light corporation	electronics			11,721.24					12,307.31
810	07/18/08	04543	05/06/08	Apex Sound & Light Corporation	Various AVL equipment			16,281.58					17,106.17
810	07/18/08	04577	06/09/08	Apex Sound & Light Corporation	2 Zoom lens, cables, etc			2,028.11					2,128.52
810	07/18/08	04585	06/09/08	Apex Sound & Light Corporation	4 monitor speakers & power amplifier			13,931.50					14,628.08
				Various equipment				441,893.82					441,893.82
				Balance as at September 30, 2008				669,387.60		21.75			671,276.71
1890	02/27/09			Apex Sound & Light Corp	CDMP3 Player 7 drive unit+			2,251.93					2,251.93
Visa	06/18/09			RBC VISA-1cm Lodu/Revolution	Music KPC pro computer			2,561.47					2,561.47
				2008/2009 additions				4813.40		0.00			4,813.40
				Balance as at Nov. 30, 2009				673,211.00		21.75			676,090.11
								2,857.38					679,947.43

[illegible]

[illegible]

SCARBOROUGH GOSPEL TEMPLE									
Fixed Assets Detail									
Land									
Chq #	Chq Date	Inv #	Invoice Date	Vendor	Description	Amount	PST	GST	Total
	09/30/08				Balance forward from Construction Accounting	5,959,649.53			5,959,649.53
940	11/10/08			J. Zeph Haulage	Deliver topsoil	1,742.50			1,742.50
941	11/10/08			Kontiki Landscaping	trees, sod & soil mixture	18,487.52			18,487.52
1937	03/23/09			Kontiki Landscaping	Pay holdback payments	6,312.22			6,312.22
2152	05/28/09			ABD Haulage	Deliver topsoil for lawn sodding	1,119.81			1,119.81
2185	06/10/09			Amis Topsoil	8 loads topsoil for lawn grading	1,361.36			1,361.36
Visa	06/19/09			RBC Visa-Tom Lodu	Home-Depot Equip for grading, tilling & sodding	2,959.86			2,959.86
2303	07/17/09			Lincoln Paving	Widen driveway, fix interlocking, install basketball posts	23,047.10			23,047.10
					Balance as at Nov. 30, 2009	6,014,679.90	0.00	0.00	6,014,679.90
									6,014,679.90

Fixed Assets Detail		Building	Chg #	Chg Date	Inv #	Invoice Date	Vendor	Description	Amount	PST	GST	Total
1569		10/28/08		10/30/08			ABCA* Tincan electric	interior signs-handicap children's use only,etc	627.22			10,108,653.10
1573		10/30/08		11/11/08			Scarff-Teach Ltd	install new track lighting in hallway	539.79			539.79
1614		11/26/08		11/26/08			Crown restoration ltd	interior caulking of building	3,280.00			3,280.00
637		11/06/08		07/06/09			Forward Signs	Design cost re The Cross' outdoor building sign	4,200.00			4,200.00
Bank		07/06/09		07/21/09			World of Lights LED	Refund on signage design cost	-533.63			-533.63
2312		07/21/09		08/12/09			Sign Solutions	10% deposit on outdoor sign construction	2,700.00			2,700.00
2348		08/12/09		03/09/09			Alpha Level Technology	Sign permit application service fee	481.25			481.25
1811		03/09/09		03/04/09			Sealing Concepts	install 2 security cameras in atrium	739.24			739.24
Bank		03/04/09					CHX	final payment on sanctuary seats	19,527.76			19,527.76
2518		10/20/09		10/20/09			Tincan electric	install new indoor & outdoor light fixtures	1,001.02			1,001.02
2585		11/11/09		11/11/09			Tincan electric	install light sensors,masonry work for Church sign	1,372.86			1,372.86
2636		11/19/09					Tincan electric	install bathroom light sensors,electrical work for chn	3,065.84			3,065.84
								Balance as at Nov. 30, 2009	9,972,664.79		0.00	9,972,664.79
									9,972,664.79		0.00	9,972,664.79

**SCHEDULE "B" TO A TRANSFER, ASSUMPTION AND  
INDEMNIFICATION AGREEMENT**

**Dated November 30, 2009**

**B E T W E E N:**

**SCARBOROUGH GOSPEL TEMPLE**

an unincorporated Church, by its authorized signing officers,

**Robert Charles Johnston and Kern Kalideen**

and by its Trustees,

**Alrick Ashley, Russ Anthony, Victoria Barnswell, Patrick Canagasingham,  
Robert Chambers, Joseph Dunston, Robert Johnston, Kern Kalideen, Tom  
Lodu, Clarence Small and Ruth Stevens**

(Hereinafter collectively referred to as the "Unincorporated Church")

and

**GLOBAL KINGDOM MINISTRIES INC.**

a Federal Corporation, by its authorized signing officers

**Kern Kalideen and Ruby Dean**

(hereinafter referred to as the "Corporation")

**LIABILITIES OF THE UNINCORPORATED CHURCH**

**1. Accounts Payable**

All of the accounts payable of the Unincorporated Church, including but not limited to the items listed in Schedule "B1" herein.

**2. Staff and Employees**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Start Date</u></b>
Robert C. Johnston	Lead Pastor	May 1, 1997
Terry L. Johnston	Co-Pastor	May 1, 1997
Marco Soto	Pastor-Music/Arts	May 1, 2003
Patrice N. Wheeler	Pastor-Children's Ministries	May 1, 2000
Elvin E. Morin	Associate Pastor	May 1, 2003
Godfrey J. C. Adderley	Associate Pastor	May 1, 2005
Benjamin K. Johnston	Pastor-Student Ministries	May 1, 2007
Robyn S. Gebien	Pastor-Student Ministries	May 1, 2007
Jason A. Templeton	Pastor-Young Adults	October 1, 2007
Thomas L. Lodu	Operations Manager	March 1, 2007

Kathie G. Giles	Assistant-Children's Ministries	October 1, 2007
Ruby E. Dean	Treasurer	October 1, 2007
Beryl Phillips	Part-Time Custodian	March 1, 2008
Daniel John	Building Custodian	April 28, 2008
Dianne Johnston	Office Administrator	June 2, 2009
Natalie-Ann Kepe	Reception/Admin. Assistant	October 16, 2008
Kern Kalideen	Executive Pastor of Administration	October 1, 2008
William Nout	Part-Time Custodian	November 24, 2008
Joel Chambers	Pastor-Worship and Praise Team	June 14, 2009
Dawn Miller	Week-end Custodian	August 15, 2009
Joshua Johnston	Pastor—Family Ministries	October 1, 2009
Anthony Eastman	Pastor—Pastoral Care	October 1, 2009

3. **RBC Mortgage**

Account #

Outstanding Principal Balance as of November 30, 2009      \$7,682,000.00

**SCHEDULE "B1" TO A TRANSFER, ASSUMPTION AND  
INDEMNIFICATION AGREEMENT**

**Dated November 30, 2009**

**B E T W E E N:**

**SCARBOROUGH GOSPEL TEMPLE**

an unincorporated Church, by its authorized signing officers,

**Robert Charles Johnston and Kern Kalideen**

and by its Trustees,

**Alrick Ashley, Russ Anthony, Victoria Barnswell, Patrick Canagasingham,  
Robert Chambers, Joseph Dunston, Robert Johnston, Kern Kalideen, Tom  
Lodu, Clarence Small and Ruth Stevens**

(Hereinafter collectively referred to as the "Unincorporated Church")

and

**GLOBAL KINGDOM MINISTRIES INC.**

a Federal Corporation, by its authorized signing officers

**Kern Kalideen and Ruby Dean**

(hereinafter referred to as the "Corporation")

**ACCOUNTS PAYABLE OF THE UNINCORPORATED CHURCH**

<b><u>SUPPLIER</u></b>	<b><u>AMOUNT</u></b>	<b><u>CHEQUE #</u></b>
Commitment Ministries	\$3,150.00	1998
Receiver General	\$30.00	2127
Tania Adderley	\$100.00	2290
Sean Taylor	\$180.00	2544
Clark-Wright Piano Tuning	\$491.55	2547
Patrice Wheeler	\$90.00	2556
Simon Thangasamy	\$100.00	2573
Robyn Gebien	\$141.07	2604
Salvation Army Conference Centre	\$100.00	2605
Jason Templeton	\$120.48	2611
4 Imprint	\$560.54	2622
Mike Shreves	\$320.00	2625
PAOC	\$2,322.88	2634
PAOC -Eastern District	\$1,128.00	2635
Marie Miller	\$1,000.00	2639
Teen Challenge	\$6,238.02	2640
PAOC	\$10,000.00	2641
Salvation Army Conference Centre	\$100.00	2642
Child Care Plus	\$100.00	2643
Eudora Ham	\$218.00	2645
Dexter Higgins	\$270.00	2646
Rogers Wireless	\$739.31	2647



Bell Canada	\$9.71	2648
Home Fresh Mat Rental	\$169.06	2649
Bell Canada	\$123.85	2650
Salvation Army Conference Centre	\$200.00	2651
Brazilian Canadian Coffee	\$374.08	2652
Brown's Flower Shop	\$168.38	2653
PBC Emerging Images	\$276.85	2654
Long & McQuade Musical Instruments	\$245.17	2655
Faith Family Books & Gifts Inc.	\$85.52	2656
Alwin Pascal	\$1,200.00	2657
RBC Visa #1	\$2,840.54	
RBC Visa #2	\$2,519.56	
RBC Visa #3	\$4,932.34	
Canadian Council of Christian Churches	\$500.00	
D & T Maintenance	\$3,675.00	
Abundant Life Health & Wellness Counselling	\$94.50	
Sean Taylor	\$1,320.00	
Westburne Ruddy Electric	\$525.88	
Westbury National Show Systems	\$162.72	
Joshua Johnston	\$73.06	
Masterco Supplies	\$717.38	
Enbridge Gas Distribution	\$1,742.51	
Orkin PCO	\$68.25	
Garda	\$79.97	
Apex Sound & Light Corp.	\$1,713.60	
Elite Litho Inc.	\$135.60	
Quality Allied Elevator	\$264.60	
Marku Systems	\$169.50	
Counterforce	\$36.49	
Great West Life Assurance	\$3,192.38	
Bell Canada	\$109.66	
<b>TOTAL</b>	<b>\$55,226.01</b>	

circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such obligation to the parties or circumstances other than those to which it is held invalid or unenforceable shall be separately valid and enforceable to the fullest extent permitted by law.

8.08 Headings. All headings in this Agreement are inserted for convenience and reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

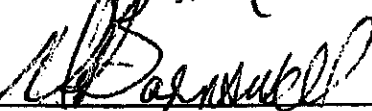
8.09 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or some similar device will be treated as binding as originals and each party hereto undertakes to provide each and every other parties hereto with a copy of the Agreement bearing the original signature forthwith upon demand.

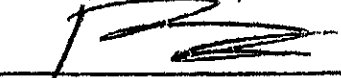
IN WITNESS WHEREOF, the Unincorporated Church has executed this Agreement effective as of the November 30, 2009, as attested to by its duly authorized signing officers and it's duly appointed Trustees.


**THE SCARBORO GOSPEL TEMPLE**  
(the "Unincorporated Church")

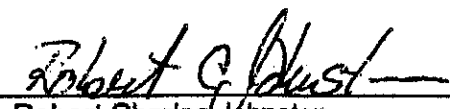
  
Alrick Ashley, Trustee

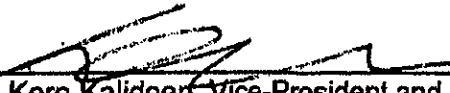
  
Russ Anthony, Trustee

  
Victoria Barnswell, Trustee

  
Patrick Canagasingham, Trustee

  
Robert Chambers, Trustee

  
Robert Charles Johnston,  
President and A.S.O.

  
Kern Kalideen, Vice-President and  
A.S.O.





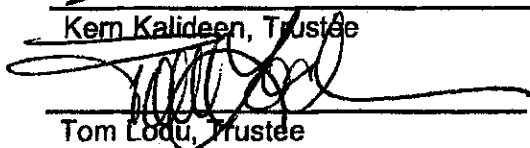
Joseph Dunston, Trustee



Robert Charles Johnston, Trustee



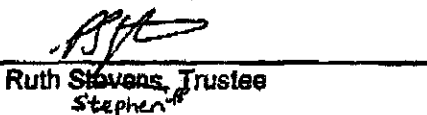
Kern Kalideen, Trustee



Tom Lodu, Trustee



Clarence Small, Trustee



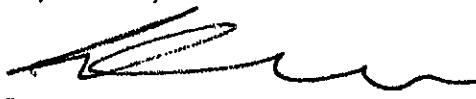
Ruth Stevens, Trustee

Stephen

IN WITNESS WHEREOF, the Corporation has executed this Agreement effective as of the 30<sup>th</sup> day of November, 2009, as attested to by its duly authorized signing officers.

**GLOBAL KINGDOM MINISTRIES INC.**  
(the "Corporation")

Per:



Kern Kalideen, Vice-President and A.S.O.

Per:



Ruby Dean, Treasurer and A.S.O.

This is Exhibit "B" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

GKM Church extends its outreach to more than 2000 individuals in our community every week, graciously providing a comprehensive array of programs and services, accessible to all, at no cost to all who seek them.

**Charitable Programs and Spiritual Development:**

- Sunday Worship & Services: Weekly in-person or online services featuring worship music, sermons, and faith practices.
- Seasonal Celebrations & Productions: Special Christmas and Easter events, including productions and activities for all ages.
- Prayer Meetings & Groups: Weekly gatherings for communal prayer, both in-person and online.
- Conferences, Workshops & Classes: Various topics are covered through conferences, workshops, and classes, ranging from biblical studies to practical life.

**Next Generation Ministries (0 - 29):**

- Children's Ministry: Engage children with weekly Sunday School, ministry nights, trips, retreats, and camps.
- Junior High Ministry: Provide pre-teens with supportive spaces for faith exploration, weekly gatherings, trips, retreats, and camps.
- Senior High Ministry: Support teenagers through weekly meetings, trips, retreats, camps, and community volunteer opportunities.
- Young Adult Ministry: Empower young adults with weekly meetings, community engagement, teachings, outings, retreats, and community volunteer opportunities.

**Ministry Groups:**

- Men's Ministry: Connect men through events, retreats, conferences, and weekly gatherings and Bible studies.
- Women's Ministry: Support women with events, trips, retreats, conferences, and Bible studies.
- Couple's Ministry: Strengthen relationships with gatherings, events, conferences, and studies.
- Seniors Ministry: Provide weekly fellowship and spiritual growth opportunities for seniors.
- Special Needs Ministry: Offer fellowship, and tailored worship gatherings for individuals with special needs and their families, including inclusive activities and events designed to nurture their faith journey and sense of belonging within the community.

**Growth Ministries:**

- Alpha Courses: Learn about basic Christian faith in a welcoming environment.
- Small Groups: Experience deeper connection and growth through discipleship, special interest, and care groups.

- **Baptism Classes:** Prepare for the sacrament of baptism through informative and faith-building classes that explore its significance and personal commitment.
- **Baptism Services:** Participate in baptismal services as a public declaration of faith and commitment to Christ.
- **Membership Classes:** Deepen commitment and understanding of the Christian faith and community.
- **Volunteer & Leadership Training:** Equip individuals for effective service and leadership through class and opportunities provided in and through the church.

#### **Care Ministries:**

- **Pastoral Care & Counseling:** Access support and guidance for life's challenges. Professional counseling services are recommended and available through our endorsed providers.
- **Care & Visitation:** Extend support and prayers to the sick and needy in homes, hospitals, retirement homes, nursing homes, etc.
- **Support Groups:** Find healing and hope through specialized groups like DivorceCare and GriefShare.
- **Ceremonies & Celebrations:** Mark significant life moments with ceremonies like weddings, funerals, and baby blessings.

#### **Outreach Programs & Activities:**

- **Music Programs for Youth:** Comprehensive music programs tailored for youth, encompassing choirs, instrument lessons, and opportunities for tech-audio development.
- **Weekly Sports Programs for Youth and Young Men:** Weekly sports programs dedicated to youth and young men, providing physical activity, mentorship pathways and a peace curriculum aimed at addressing and alleviating youth violence.
- **Café for Seniors:** Available for all seniors in the community, offering a welcoming space for socialization, games and activities, connection, and engagement.
- **Support for Newcomers:** Support newcomers through various initiatives, including ESL classes to facilitate language acquisition, backpack drives to equip students with essential school supplies, and Christmas drives to bring joy and comfort during the holiday season. These programs aim to ease the transition for newcomers, promote integration, and provide practical assistance as they navigate their new environment.
- **Programs Supporting Community Partner Organizations:** We actively collaborate with community partner organizations dedicated to addressing critical issues such as hunger, human trafficking, and supporting pregnant women and new mothers in community. Through our support programs, we contribute to the collective effort in alleviating these challenges, whether through fundraising initiatives, volunteer support, or advocacy efforts.
- **Missions Trips:** Our church organizes missions trips to various locations, both locally and internationally, where volunteers

have the opportunity to serve communities in need, spread the message of hope and love, and engage in meaningful outreach activities. These trips not only provide practical assistance but also foster cultural exchange, personal growth, and spiritual enrichment for participants, while making a positive impact on the lives of those they serve.



This is Exhibit "C" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**Glenn De Baeremaeker**

*City Councillor - Ward 38, Scarborough Centre*



November 20, 2013

**Re: Request for City staff to review Global Kingdom Ministries  
Conversion Request, 1250 Markham Road**

Dear Planning Committee Chair and Members:

Please accept this letter as my request for committee to pass the following motion:

**That Committee request staff to review the conversion request by Global Kingdom Ministries, 1250 Markham Road, and report to Council as part of item #PG28.2**

I recently met with representatives from Global Kingdom Ministries who outlined their wish to add residential units (seniors housing) to their church property. Their proposal includes building seniors housing on their existing parking lot.

While I am aware City staff are the end of a very long employment land study, I am requesting that City staff review the merits of this proposal. As the local City Councillor I am supportive of this proposal and believe housing on this church site will create jobs where none exist today.

Residential development on this site would not appear to destabilize any employment lands for the following reasons:

- The church site is surrounded to the north and west by a large Highland Creek ravine system of over 20 acres of greenspace.
- The church is abutted by greenspace to the north; and then a McDonald's restaurant, a road, a gas station, the Highway 401 off-ramp, and then the highway itself; but no industrial land.
- The church is abutted by greenspace to the west; with the closest industrial area separated by a large ravine system and which is not connected to the church site in any way.
- The church is abutted by Markham Road to the east and then a high density residential community; but no industrial land.
- The church is abutted by a stable retail, commercial, office and light industrial use property to the south that is subject to a 99 year lease; making it virtually impossible to change land use.

Should you have any questions or concerns please feel free to contact myself or Sujanthi Manivannan at 416-392-0204.

Cheers,

Glenn De Baeremaeker  
Toronto Councillor  
Ward 38, Scarborough Centre

Toronto City Hall, 2<sup>nd</sup> Floor, Suite B31 • 100 Queen Street West • Toronto, Ontario M5H 2N2  
Telephone: 416-392-0204 • Fax: 416-392-7428 • Email: councillor\_debaeremaeker@toronto.ca

This is Exhibit "D" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# MAP 33

## Site and Area Specific Policies

October 2016

 Areas affected by the Site and Area Specific Policies

Note:


Site and Area Specific Policies that are located within a Secondary Plan Area are located in the relevant Secondary Plan in Chapter 6.

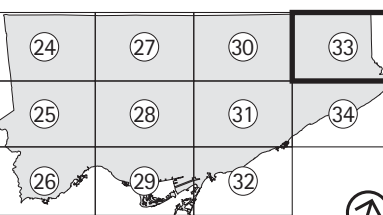
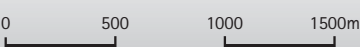
Site and Area Specific Policy 228 - Below Grade Parking Lots in the 'Parks and Open Space Areas' designation applies City-wide.

See Site and Area Specific Policy 265 for those lands where the provisions of this Plan prohibiting the disposal of City-owned land in the Green Space System or Parks and Open Space Areas do not apply.

For information purposes only.  
Boundaries are schematic.

For a detailed description of the areas affected by the Site and Area Specific Policies see Chapter 7.

 Major Streets and Highways  
 Railway Lines



## Key Map

Not to Scale

This is Exhibit "E" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

## CHAPTER 7

### SITE AND AREA SPECIFIC POLICIES

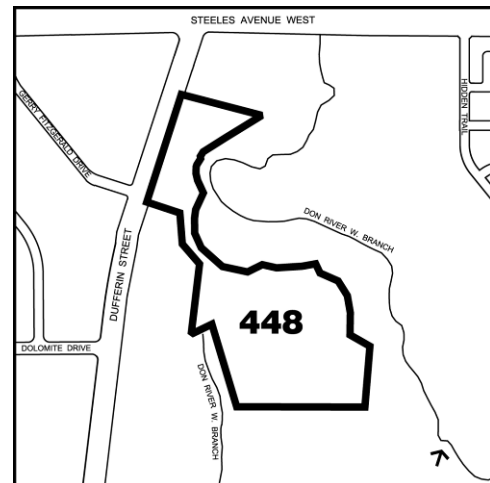
Throughout the City are sites and areas that require policies that vary from one or more of the provisions of this Plan. These policies generally reflect unique historic conditions for approval that must be recognized for specific development sites, or provide a further layer of local policy direction for an area. In most cases, the site and area specific policies provide direction on land use. The Plan policies apply to these lands except where the site and area specific policies vary from the Plan.

#### TABLE OF CONTENTS

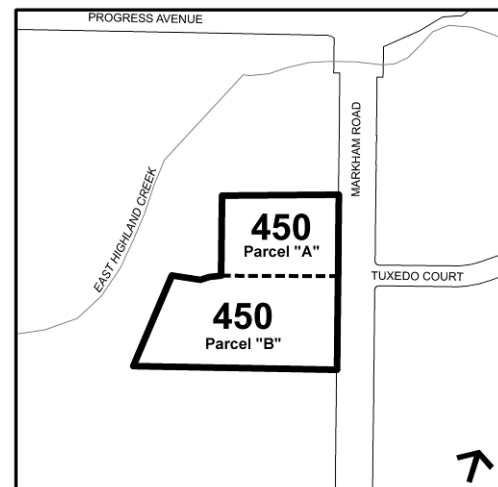
1.	South of Steeles Avenue, West of Alcide Street .....	13
2.	West Side of The West Mall, East of Etobicoke Creek .....	13
3.	124 Belfield Road.....	14
4.	Monogram Place.....	14
5.	20 Thompson Avenue.....	14
6.	South Side of The Queensway, Between Zorra Street and St. Lawrence Avenue, North of the Gardiner Expressway.....	15
7.	North of the Gardiner Expressway, East of Grand Avenue .....	16
8.	2487 Lake Shore Boulevard West.....	16
9.	Lake Shore Boulevard West, South of Birmingham Street, East of Fourteenth Street, and West of Ninth Street .....	16
10.	North of Old Mill Road, West and South of Humber River .....	17
11.	77 Janda Court .....	17
12.	South of Trillium Health Centre, West of The West Mall.....	18
13.	Lands Bounded by The Queensway, The West Mall, Evans Avenue and the Queen Elizabeth Way .....	18
14.	South of the Gardiner Expressway, East of Grand Avenue .....	19
15.	East of Park Lawn Road and North of Lake Shore Boulevard West .....	20
16.	West Side of Fleeceline Road, Between Victoria Street and Harbourview Crescent.....	20
17.	North Side of Lake Shore Boulevard West Between Fleeceline Road and Mimico Creek .....	21
18.	Lands Bounded By Lake Shore Boulevard West, Fleeceline Road, Louisa Street and Victoria Street .....	21
19.	Lands Bounded By the CP Rail Line, Highway 427, the Queen Elizabeth Way and Etobicoke Creek .....	21
20.	South of the CP Rail Line Between The West Mall and Highway 427 .....	25
21.	Lake Shore Boulevard Between Etobicoke Creek and Dwight Avenue .....	26
22.	South Side of Lake Shore Boulevard West Between Twenty Third Street and West of Thirteenth Street.....	27
23.	North Side of Lake Shore Boulevard West from Browns Line to East of Thirty-Third Street .....	29
24.	South Side of Rexdale Boulevard Between Highway 27 to Queen's Plate Drive .....	30
25.	East Side of Queen's Plate Drive North of Nearctic Drive and on the East Side of Highway 27 North of Bethridge Road.....	30
26.	130 The Queensway .....	31
27.	West Side of The East Mall, South of Eglinton Avenue .....	31
28.	11 Neilson Drive.....	31
29.	Lester B. Pearson International Airport Operating Area.....	32
30.	1400 Weston Road .....	34
31.	2322 to 2400 Eglinton Avenue West.....	37

**448. 4925 and 5201 Dufferin Street**

Branches of community colleges and universities are permitted. All forms of residential uses, including those associated with a community college or university, are not permitted.

**450. 1250 Markham Road**

- a) On parcel "A", only a residential building for senior citizens is permitted in addition to ancillary uses limited to the ground floor, such as offices, community services and small scale retail.
- b) A place of worship and ancillary community facility and recreational uses are permitted on Parcel "B".
- c) Employment uses on Parcel "B" will be compatible with adjacent residential uses.
- d) All new development is to be located and developed to the satisfaction of the Toronto and Region Conservation Authority and the City.
- e) All new development is to protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road.



This is Exhibit "F" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

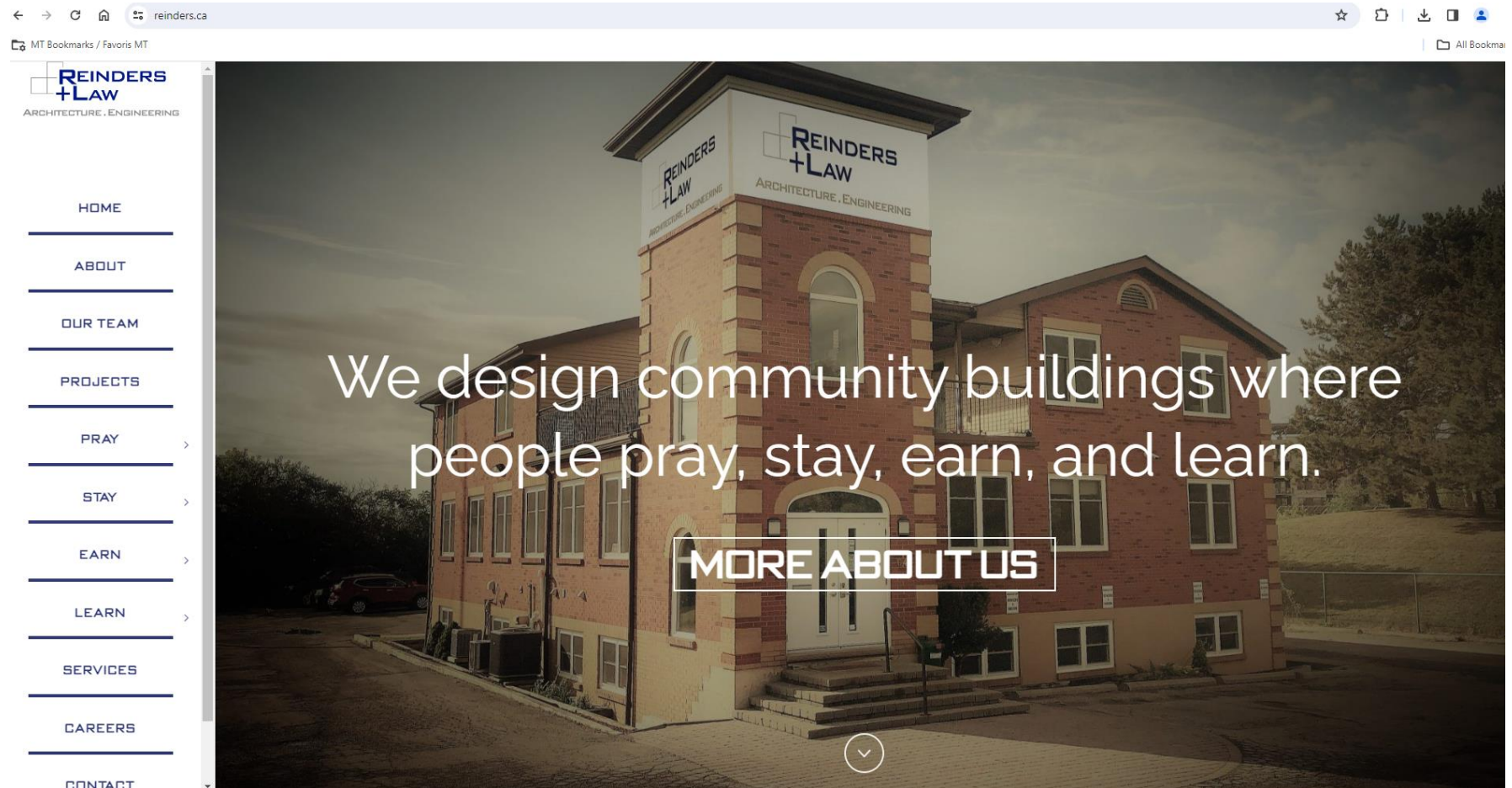


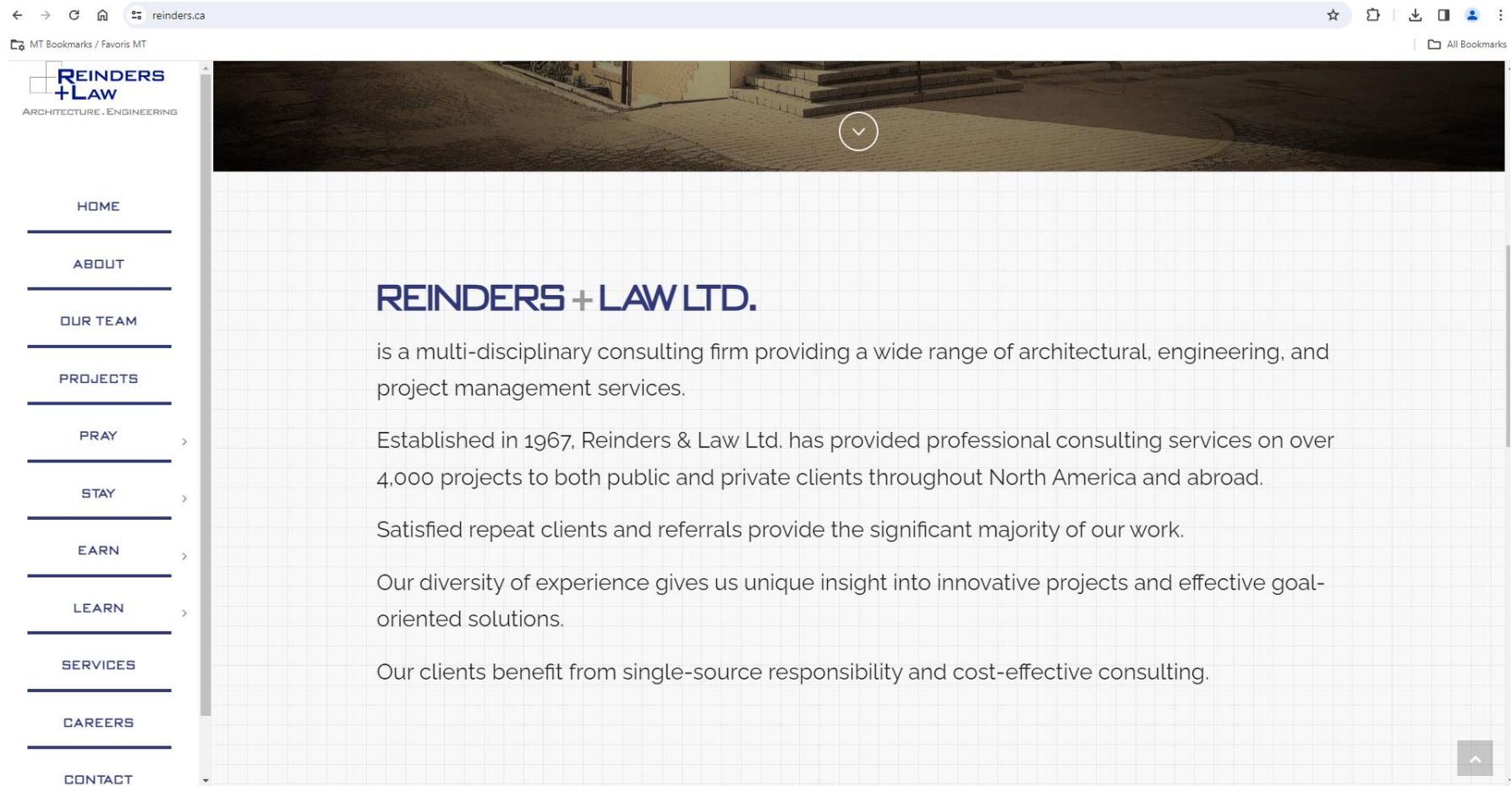
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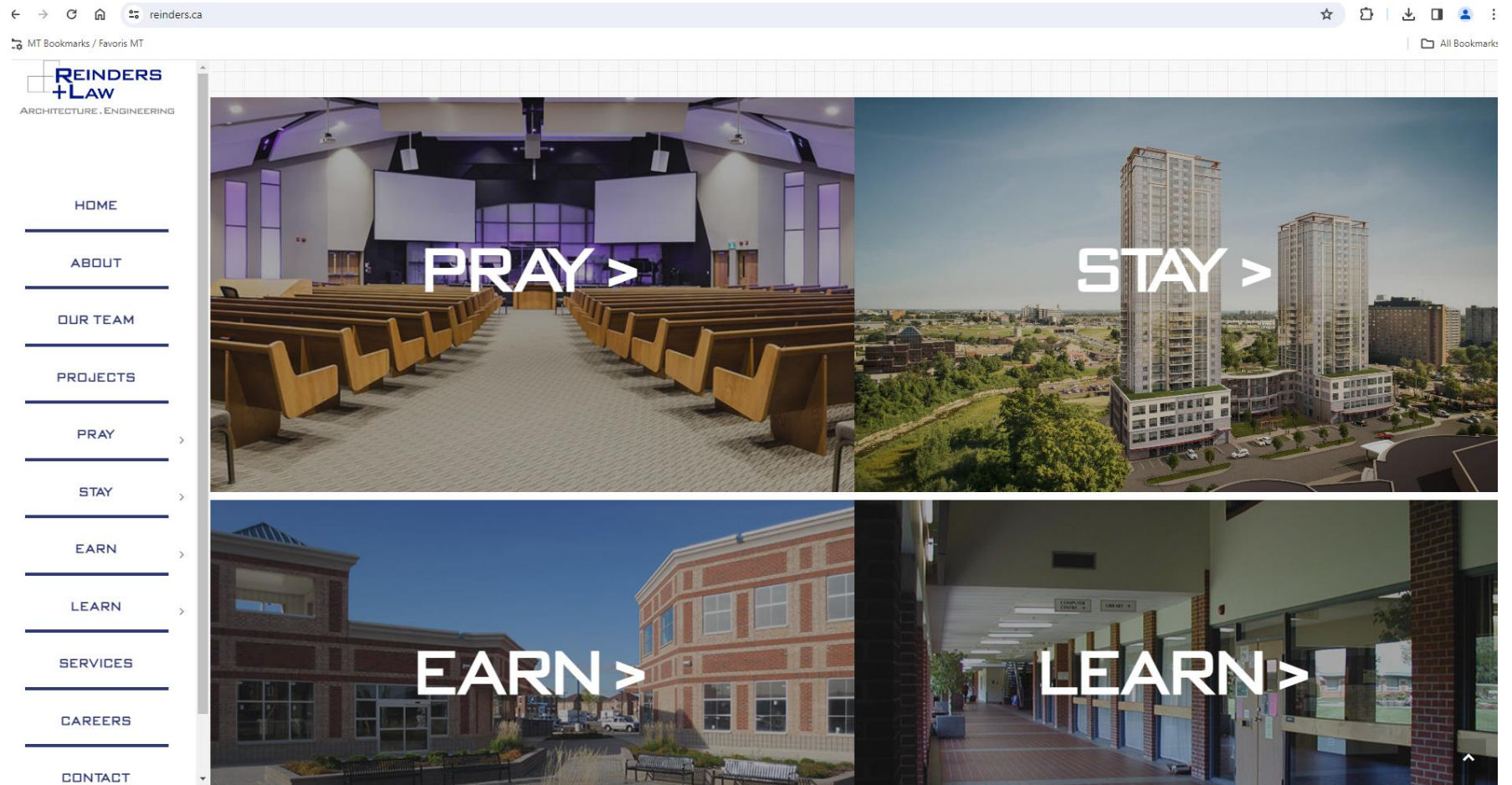
*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**









This is Exhibit "G" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



# TRINITY RAVINE TOWERS SENIOR HOUSING APARTMENT RENTALS KINGDOM MINISTRIES ADDITION AND PARKING STRUCTURE

1250/1256 MARKHAM ROAD, SCARBOROUGH, ONTARIO  
PROJECT No. 15007



## DRAWING LIST

### MUNICIPAL

DWG. No.	DESCRIPTION	
15007_SP0	CONTEXT PLAN	1:2000
15007_SP1	SITE PLAN	1:400
15007_SP2	EXISTING SITE SERVICING PLAN	1:400
15007_SP3	DEMOLITION PLAN	1:400
15007_SP4	PROPOSED SITE SERVICING PLAN	1:400
15007_SP5	PROPOSED GRADING PLAN	1:200
15007_SP6	EXISTING DRAINAGE PLAN	1:200
15007_SP7	PROPOSED DRAINAGE PLAN	1:200
15007_SP8	EROSION AND SEDIMENT CONTROL PLAN	1:200
15007_SP9	GENERAL NOTES AND DETAILED DRAWINGS	1:400
11675	TOPOGRAPHIC SURVEY	1:400
11259	BOUNDARY SURVEY	1:400

### LANDSCAPE

DWG. No.	DESCRIPTION	
0454V_T1	TREE INVENTORY & PRESERVATION PLAN	1:500
0454V_T2	TREE PRESERVATION NOTES & DETAILS	AN
0454V_L1	LANDSCAPE PLAN - NORTH	1:250
0454V_L2	LANDSCAPE PLAN - SOUTH WEST	1:200
0454V_L3	LANDSCAPE PLAN - SOUTH EAST	1:200
0454V_L4	SOIL VOLUME PLAN	1:500
0454V_L5	SECTIONS	AN
0454V_L6	LANDSCAPE PLAN - THIRD FLOOR TERRACE & PODIUM ROOF	AN
0454V_L7	DETAILS - 1	AN
0454V_L8	DETAILS - 2	AN
0454V_L9	DETAILS - 3	AN
0454V_L10	DETAILS AND GENERAL NOTES	AN

### TRINITY RAVINE TOWERS DEVELOPMENT

#### ARCHITECTURAL

DWG. No.	DESCRIPTION	
15007_A000	TITLE SHEET / DRAWING LIST	NTS
15007_A001	PERSPECTIVE DRAWINGS	NTS
15007_A101	PARKING LEVEL 2	1:200
15007_A102	PARKING LEVEL 1	1:200
15007_A103	GROUND FLOOR PLAN	1:200
15007_A104	2ND FLOOR PLAN	1:200
15007_A105	3RD FLOOR PLAN	1:200
15007_A106	4TH FLOOR PLAN	1:200
15007_A107	5TH FLOOR PLAN	1:200
15007_A108	6TH FLOOR PLAN - PODIUM ROOF TERRACE	1:200
15007_A109	TYPICAL TOWER FLOOR PLAN	1:200
13022_A110	MECHANICAL FLOOR PLAN	1:200
13022_A111	TOWER ROOF PLAN	1:200
13022_A113	PARKING DECK MAIN FLOOR PLAN & LEVEL 1 PLAN	1:200
13022_A114	PARKING DECK LEVEL 2 & LEVEL 3 PLAN	1:200
13022_A115	PARKING DECK LEVEL 4 & LEVEL 5 PLAN	1:200
15007_A200	BUILDING ELEVATIONS TOWER 1 & 2 - SOUTH	1:200
15007_A201	BUILDING ELEVATIONS TOWER 1 - WEST & EAST	1:200
15007_A202	BUILDING ELEVATIONS TOWER 1 & 2 - NORTH	1:200
15007_A203	BUILDING ELEVATIONS TOWER 2 - EAST & WEST	1:200
15007_A204	BUILDING ELEVATIONS PARKING DECK	1:200
15007_A205	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - SOUTH	1:100
15007_A206	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - SOUTH	1:100
15007_A207	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - SOUTH	1:100
15007_A208	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - SOUTH	1:100
15007_A209	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - NORTH	1:100
15007_A210	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - NORTH	1:100
15007_A211	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - NORTH	1:100
15007_A212	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - NORTH	1:100
15007_A213	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - WEST	1:100
15007_A214	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - WEST	1:100
15007_A215	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - EAST	1:100
15007_A216	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 - EAST	1:100
15007_A217	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - EAST	1:100
15007_A218	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - EAST	1:100
15007_A219	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - WEST	1:100
15007_A220	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 - WEST	1:100
15007_A300	BUILDING CROSS SECTIONS TOWER 1 & 2 WEST/EAST DIRECTION	1:200
15007_A301	BUILDING CROSS SECTIONS PARKING DECK	1:200

### GLOBAL KINGDOM MINISTRIES PHASE 3 ADDITION

#### ARCHITECTURAL

DWG. No.	DESCRIPTION	
13022_A001	BUILDING DESIGN STATISTICS	NTS
13022_A105	GROUND FLOOR PLAN OVERALL	1:150
13022_A106	SECOND FLOOR PLAN OVERALL	1:150
13022_A107	ROOF PLAN OVERALL	1:150
13022_A108	PARTIAL FLOOR PLANS	1:100
13022_A109	PARTIAL FLOOR PLANS	1:100
13022_A110	PARTIAL ROOF PLANS	1:100
13022_A200	BUILDING ELEVATIONS	1:125
13022_A201	BUILDING SECTIONS	1:100



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designed	RG.
reviewed	GDR
date	
scale	1: 200

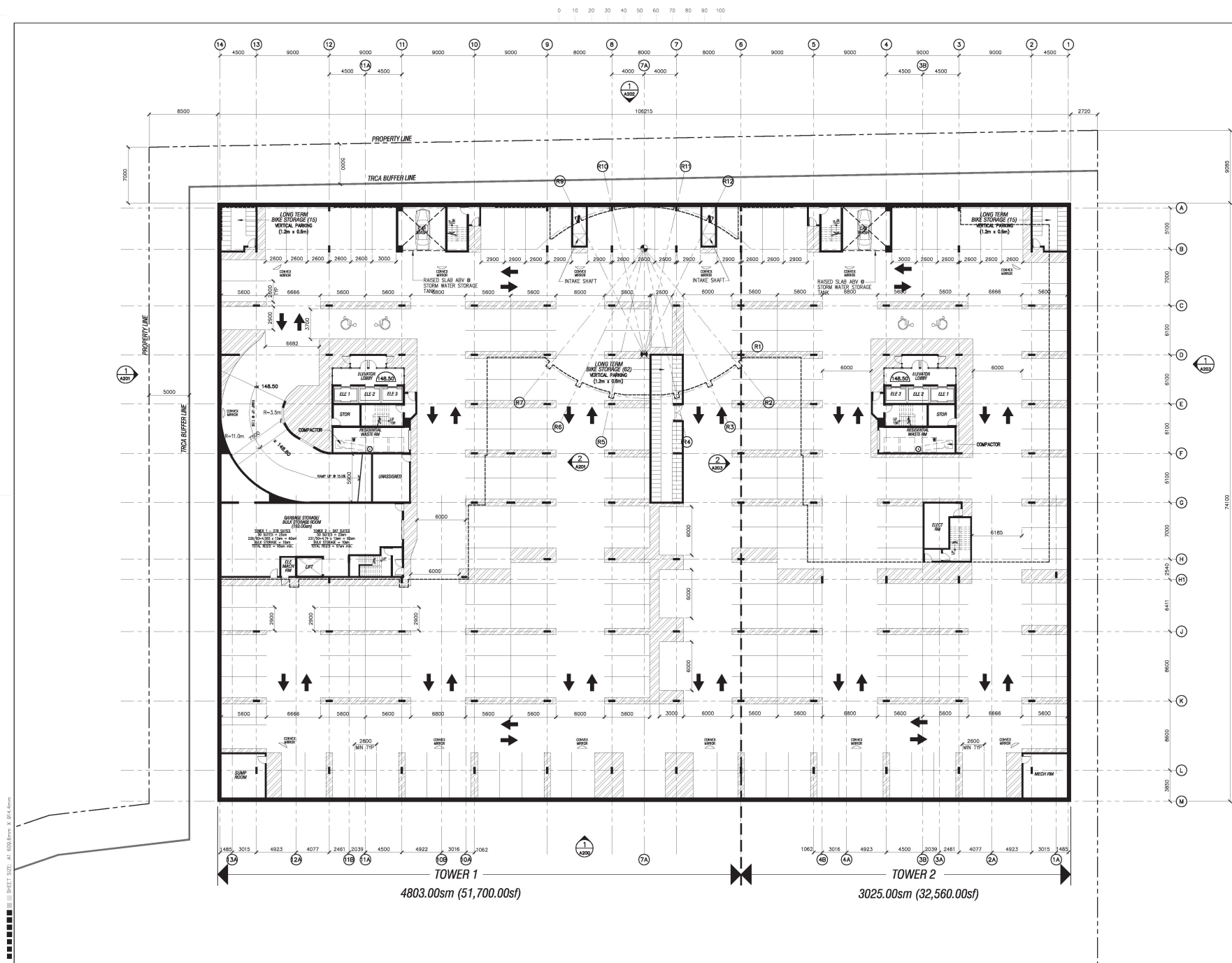
project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
PARKING LEVEL 2

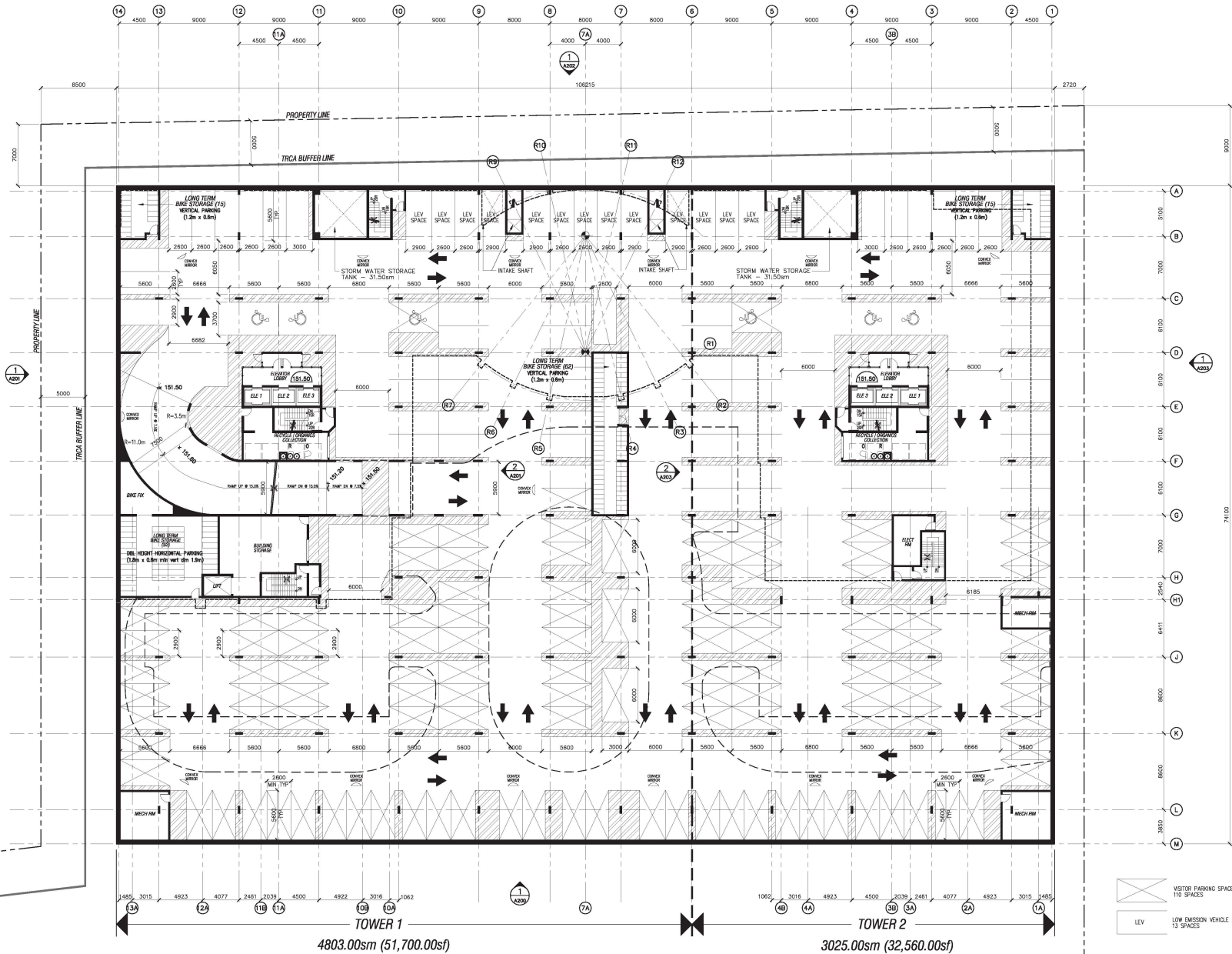
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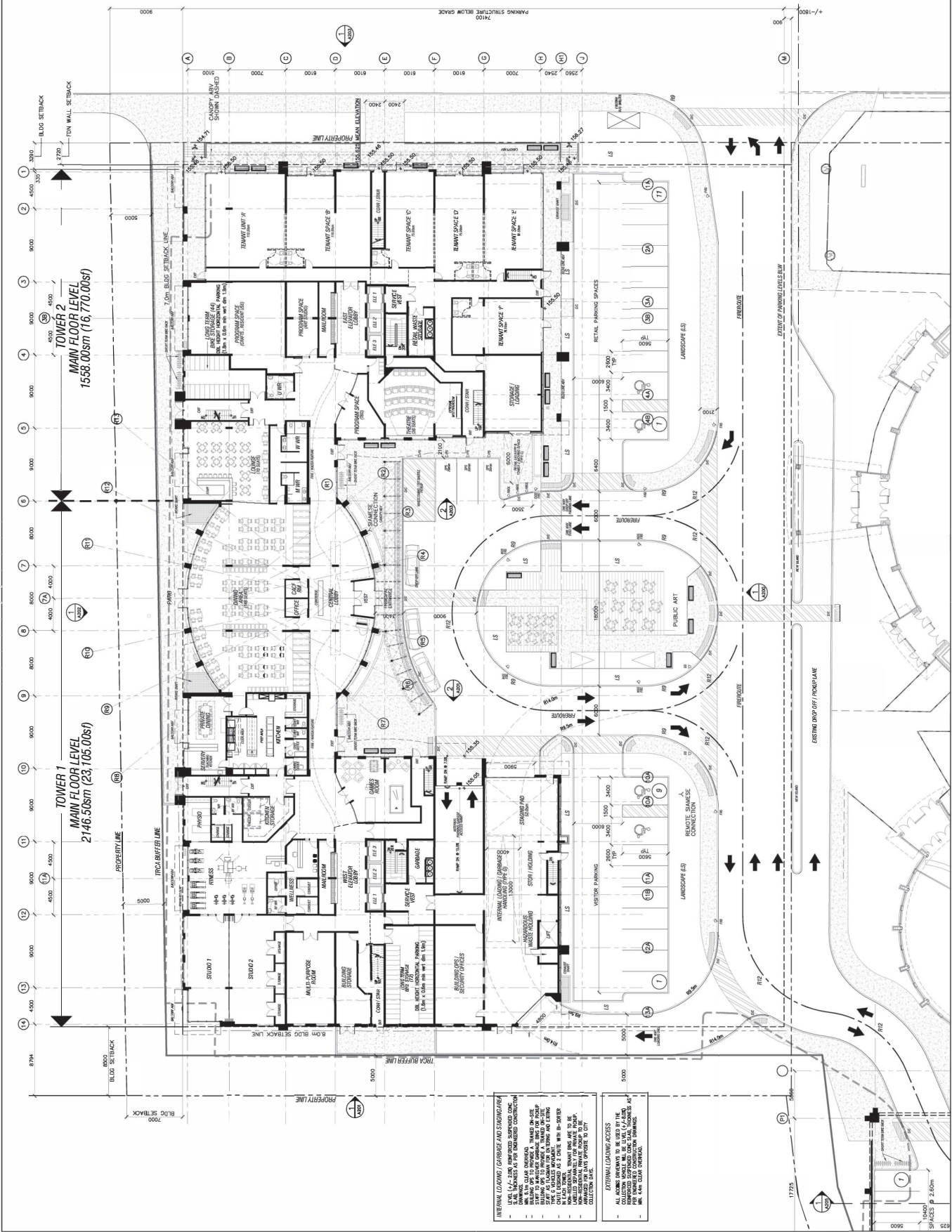


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reviewed	QDR
date	
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project	TRINITY RAVINE TOWERS SENIOR HOUSING APARTMENT RENTALS
location	1256 MARKHAM ROAD SCARBOROUGH, ONTARIO
drawing	PARKING LEVEL 1

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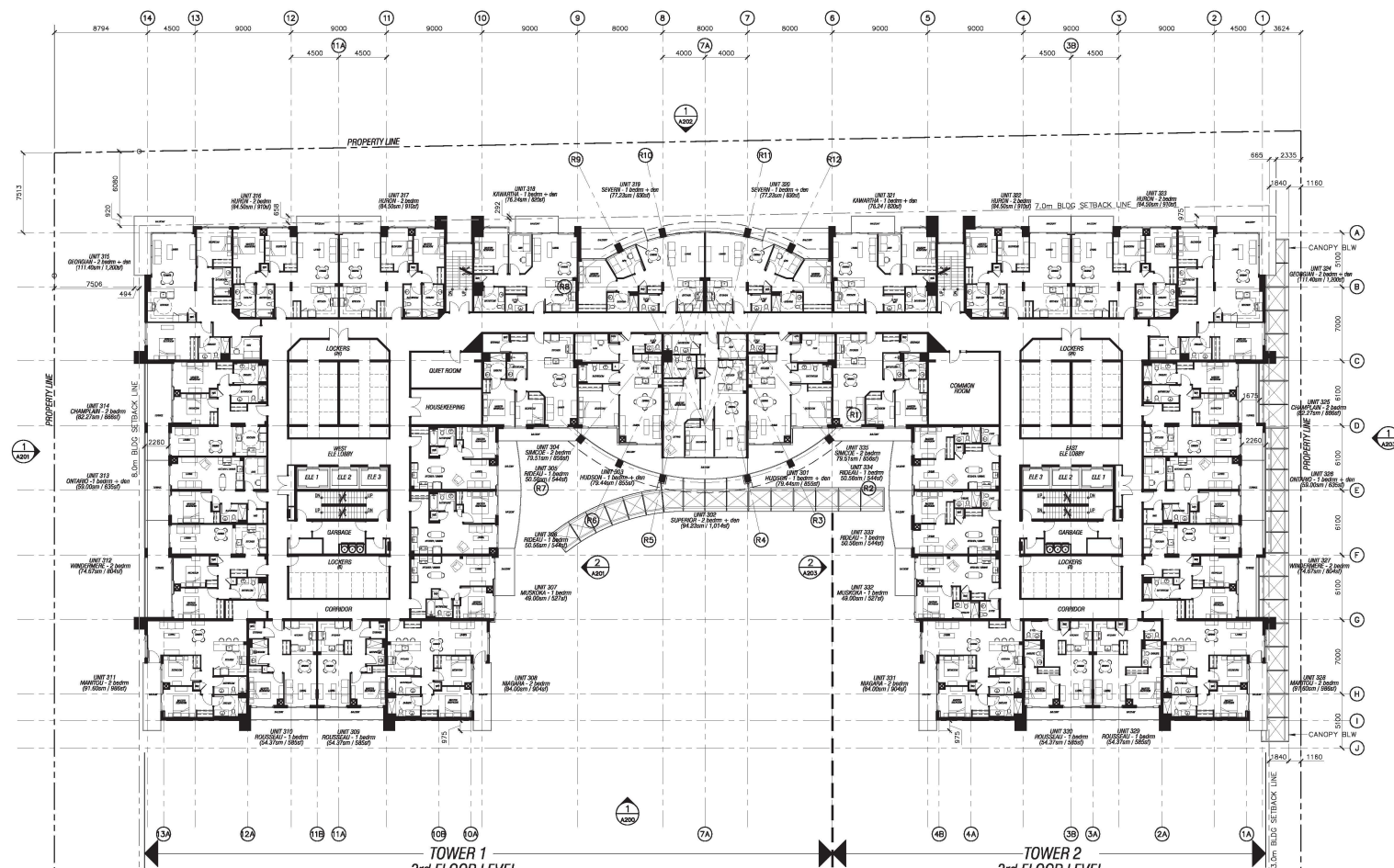






RESIDENTIAL GFA	1086.55sm	11,696sf
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## TOWER 1 - 3rd FLOOR RESIDENTIAL UNITS

UNIT 1-301	HUDSON	1B + DEN	75.44sm	855sf
UNIT 1-302	SUPERIOR	2B + DEN	94.53sm	1,014sf
UNIT 1-303	HUDSON	1B + DEN	75.44sm	855sf
UNIT 1-304	SIMCOE	2B	79.51sm	856sf
UNIT 1-305	RIDEAU	1B	50.56sm	544sf
UNIT 1-306	RIDEAU	1B	50.56sm	544sf
UNIT 1-307	MUSKOKA	1B	49.00sm	527sf
UNIT 1-308	NIAGARA	2B	84.00sm	904sf
UNIT 1-309	ROUSSEAU	1B	54.37sm	585sf
UNIT 1-310	ROUSSEAU	1B	54.37sm	585sf
UNIT 1-311	MANITOUL	2B	91.00sm	989sf
UNIT 1-312	WINDERMERE	2B	74.67sm	804sf
UNIT 1-313	ONTARIO	1B + DEN	53.00sm	635sf
UNIT 1-314	CHAMPLAIN	2B	82.57sm	886sf
UNIT 1-315	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 1-316	HURON	2B	84.50sm	910sf
UNIT 1-317	HURON	2B	84.50sm	910sf
UNIT 1-318	KIARATHA	1B + DEN	76.34sm	820sf
UNIT 1-319	SEVERN	1B + DEN	77.23sm	830sf
UNIT 1-320	SEVERN	1B + DEN	77.23sm	830sf

RESIDENTIAL GFA 1494.12sm 16,080sf

## TOWER 2 - 3rd FLOOR RESIDENTIAL UNITS

UNIT 2-321	KIARATHA	1B + DEN	76.24sm	820sf
UNIT 2-322	HURON	2B	84.50sm	910sf
UNIT 2-323	HURON	2B	84.50sm	910sf
UNIT 2-324	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 2-325	CHAMPLAIN	2B	82.27sm	886sf
UNIT 2-326	ONTARIO	1B + DEN	53.00sm	635sf
UNIT 2-327	WINDERMERE	2B	74.67sm	804sf
UNIT 2-328	MANITOUL	2B	91.00sm	989sf
UNIT 2-329	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-330	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-331	NIAGARA	2B	84.00sm	904sf
UNIT 2-332	MUSKOKA	1B	49.00sm	527sf
UNIT 2-333	RIDEAU	1B	50.56sm	544sf
UNIT 2-334	RIDEAU	1B	50.56sm	544sf
UNIT 2-335	SIMCOE	2B	79.51sm	856sf

RESIDENTIAL GFA 1086.55sm 11,696sf

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APARTMENT RENTALS

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3rd FLOOR PLAN

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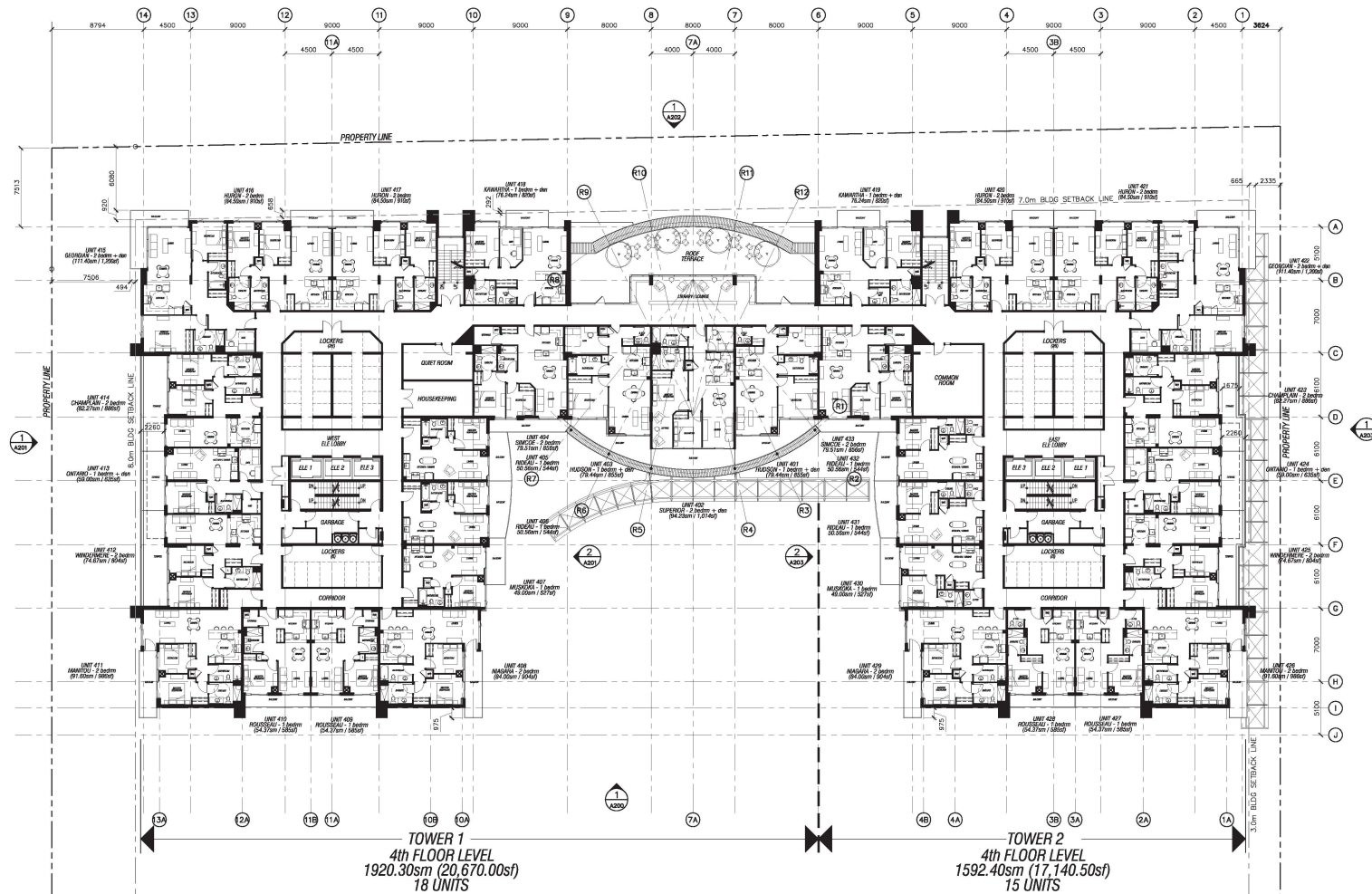
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## TOWER 1 - 4th FLOOR RESIDENTIAL UNITS

UNIT 1-401	HUDSON	18 + DEN	79.44sm	855sf
UNIT 1-402	SUPERIOR	28 + DEN	94.23sm	1,017sf
UNIT 1-403	HUDSON	18 + DEN	79.44sm	855sf
UNIT 1-404	SIMCOE	28	78.51sm	850sf
UNIT 1-405	RIDEAU	18	50.56sm	544sf
UNIT 1-406	RIDEAU	18	50.56sm	544sf
UNIT 1-407	MUSKOKA	18	49.00sm	527sf
UNIT 1-408	NAGARA	28	84.00sm	904sf
UNIT 1-409	ROUSSEAU	18	54.37sm	585sf
UNIT 1-410	ROUSSEAU	18	54.37sm	585sf
UNIT 1-411	MANTOU	28	91.60sm	985sf
UNIT 1-412	WINDERMERE	28	74.67sm	804sf
UNIT 1-413	ONTARIO	18 + DEN	58.00sm	630sf
UNIT 1-414	CHAMPLAIN	28	82.77sm	886sf
UNIT 1-415	GEORGIAN	28 + DEN	111.40sm	1,200sf
UNIT 1-416	HURON	28	84.50sm	910sf
UNIT 1-417	HURON	28	84.50sm	910sf
UNIT 1-418	KAWARTHA	18 + DEN	78.24sm	820sf

RESIDENTIAL GFA 1338.66sm 14,420sf

## TOWER 2 - 4th FLOOR RESIDENTIAL UNITS

UNIT 2-419	KAWARTHA	18 + DEN	76.24sm	820sf
UNIT 2-420	HURON	28	84.50sm	910sf
UNIT 2-421	HURON	28	84.50sm	910sf
UNIT 2-422	REGINA	28 + DEN	111.40sm	1,200sf
UNIT 2-423	CHAMPLAIN	28	82.77sm	886sf
UNIT 2-424	ONTARIO	18 + DEN	58.00sm	630sf
UNIT 2-425	WINDERMERE	28	74.67sm	804sf
UNIT 2-426	MANTOU	28	91.60sm	985sf
UNIT 2-427	ROUSSEAU	18	54.37sm	585sf
UNIT 2-428	ROUSSEAU	18	54.37sm	585sf
UNIT 2-429	NAGARA	28	84.00sm	904sf
UNIT 2-430	MUSKOKA	18	49.00sm	527sf
UNIT 2-431	RIDEAU	18	50.56sm	544sf
UNIT 2-432	RIDEAU	18	50.56sm	544sf
UNIT 2-433	SIMCOE	28	79.51sm	850sf

RESIDENTIAL GFA 1086.55sm 11,696sf

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project TRINITY RAVINE TOWERS

SENIOR HOUSING

APARTMENT RENTALS

1250/1256 MARKHAM ROAD

SCARBOROUGH, ONTARIO

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4th FLOOR PLAN

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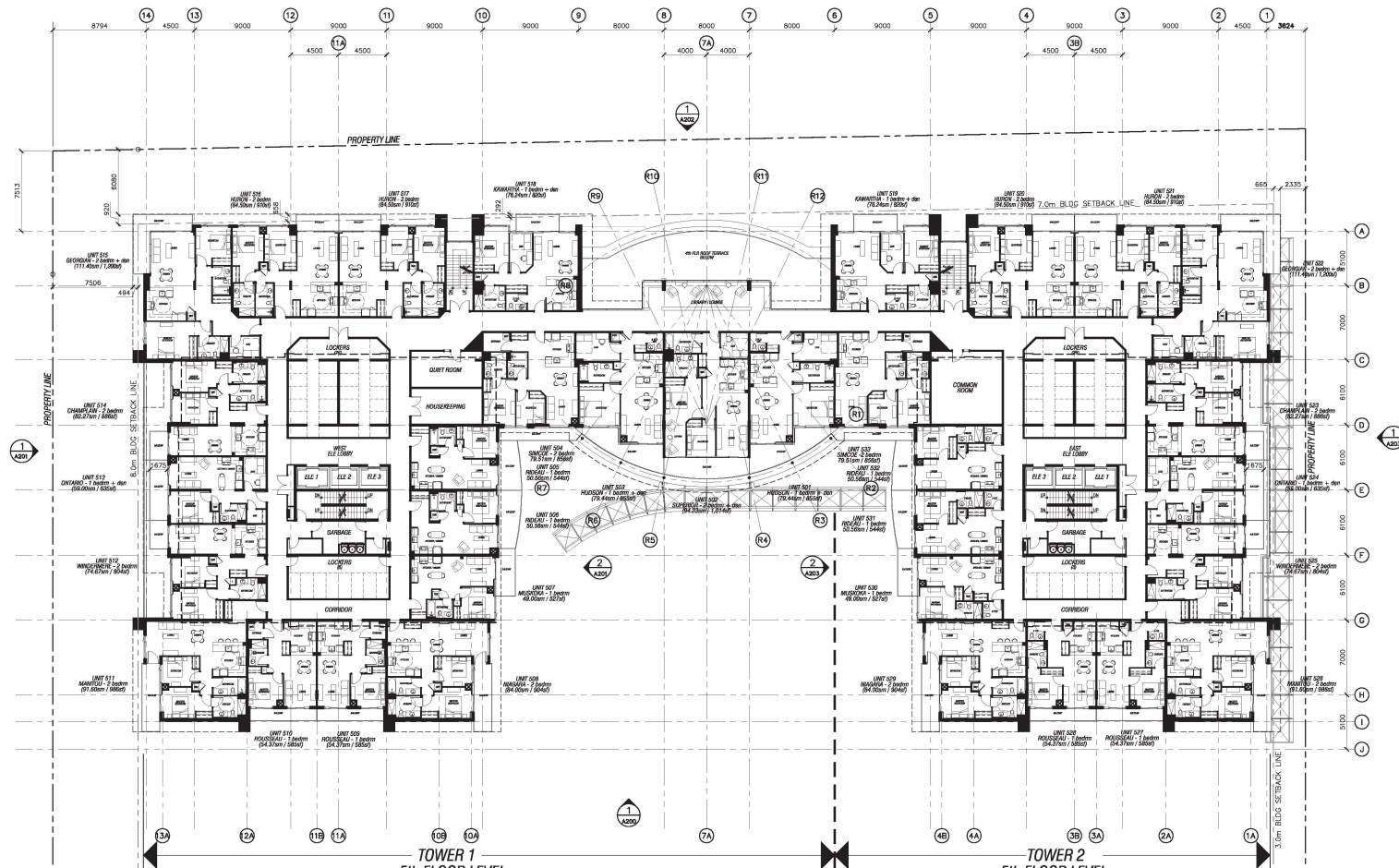
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## TOWER 1 - 5th FLOOR RESIDENTIAL UNITS

UNIT 1-501	HUDSON	1B + DEN	79.44sm	855sf
UNIT 1-502	SUPERIOR	2B + DEN	84.23sm	1,015sf
UNIT 1-503	HUDSON	1B + DEN	79.44sm	855sf
UNIT 1-504	SIMCOE	2B	78.51sm	850sf
UNIT 1-505	RIIDEAU	1B	50.56sm	544sf
UNIT 1-506	RIIDEAU	1B	50.56sm	544sf
UNIT 1-507	MUSKOKA	1B	49.00sm	527sf
UNIT 1-508	NIAGARA	2B	84.00sm	904sf
UNIT 1-509	ROUSSEAU	1B	54.37sm	585sf
UNIT 1-510	ROUSSEAU	1B	54.37sm	585sf
UNIT 1-511	MANITOU	1B	91.60sm	980sf
UNIT 1-512	WINDERMERE	2B	74.67sm	804sf
UNIT 1-513	ONTARIO	1B + DEN	58.00sm	635sf
UNIT 1-514	CHAMPLAIN	2B	82.27sm	886sf
UNIT 1-515	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 1-516	HURON	2B	84.50sm	910sf
UNIT 1-517	HURON	2B	84.50sm	910sf
UNIT 1-518	KAWARTHA	1B + DEN	76.24sm	820sf

RESIDENTIAL GFA 1338.68sm 14,420sf

## TOWER 2 - 5th FLOOR RESIDENTIAL UNITS

UNIT 2-519	KAWARTHA	1B + DEN	76.24sm	820sf
UNIT 2-520	HURON	2B	84.50sm	910sf
UNIT 2-521	HURON	2B	84.50sm	910sf
UNIT 2-522	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 2-523	CHAMPLAIN	2B	82.27sm	886sf
UNIT 2-524	ONTARIO	1B + DEN	58.00sm	635sf
UNIT 2-525	WINDERMERE	2B	74.67sm	804sf
UNIT 2-526	MANITOU	2B	91.60sm	980sf
UNIT 2-527	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-528	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-529	NIAGARA	2B	84.00sm	904sf
UNIT 2-530	MUSKOKA	1B	49.00sm	527sf
UNIT 2-531	RIIDEAU	1B	50.56sm	544sf
UNIT 2-532	RIIDEAU	1B	50.56sm	544sf
UNIT 2-533	SIMCOE	2B	79.51sm	858sf

RESIDENTIAL GFA 1086.55sm 11,696sf

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project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

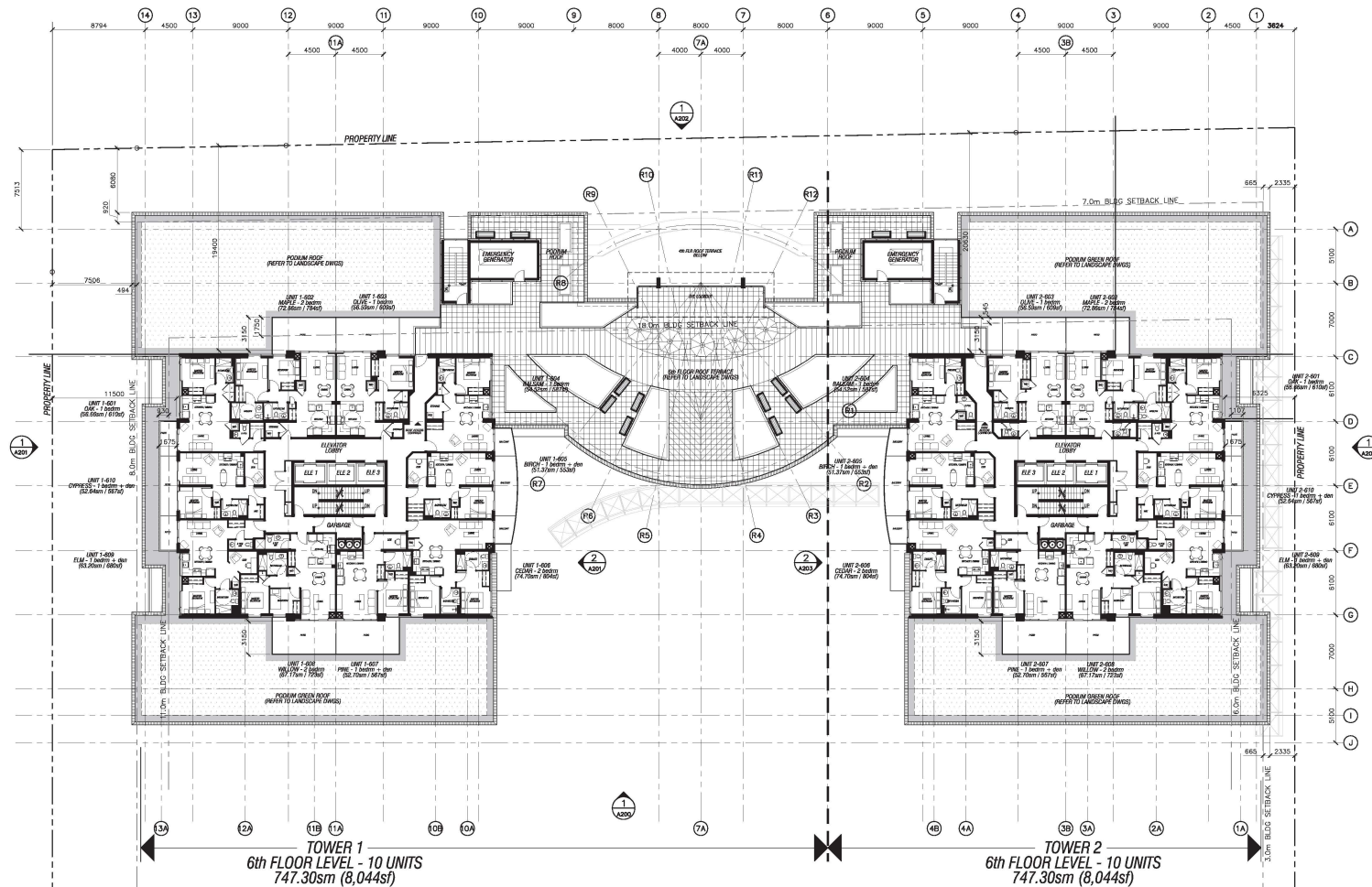
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5th FLOOR PLAN

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## TOWER 1 - 6th FLOOR RESIDENTIAL UNITS

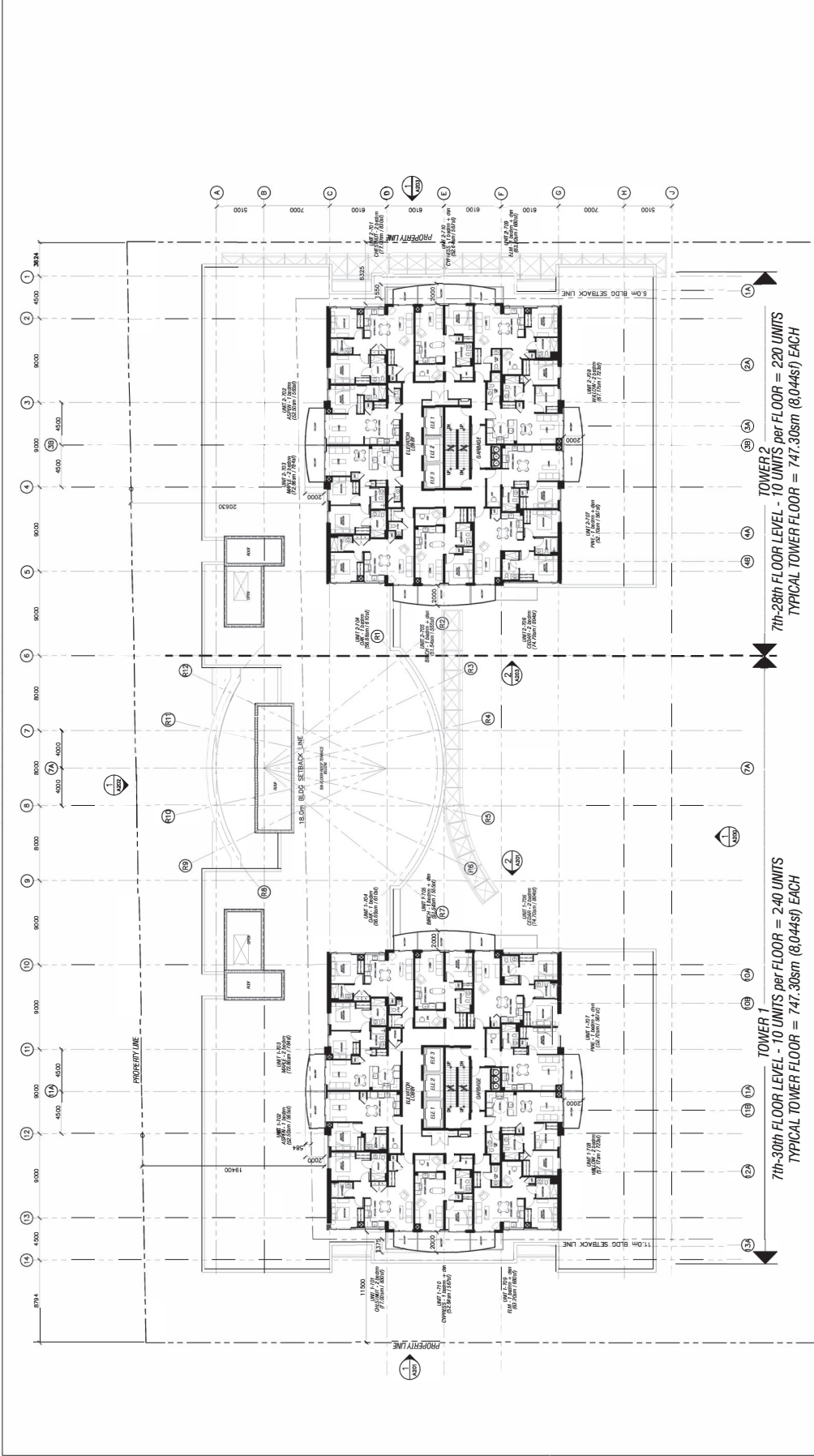
UNIT 1-601	oak	1b	56.68sm	610sf
UNIT 1-602	maple	2b	72.88sm	794sf
UNIT 1-603	olive	1b	56.58sm	609sf
UNIT 1-604	balsam	1b	54.32sm	587sf
UNIT 1-605	birch	1b + den	51.37sm	553sf
UNIT 1-606	cedar	2b	74.70sm	804sf
UNIT 1-607	pine	1b + den	52.70sm	567sf
UNIT 1-608	willow	2b	67.17sm	723sf
UNIT 1-609	elm	1b + den	63.20sm	680sf
UNIT 1-610	cypress	1b + den	52.64sm	567sf

RESIDENTIAL GFA 602.38sm 6,484sf

## TOWER 2 - 6th FLOOR RESIDENTIAL UNITS

UNIT 2-601	oak	1b	56.68sm	610sf
UNIT 2-602	maple	2b	72.88sm	794sf
UNIT 2-603	olive	1b	56.58sm	609sf
UNIT 2-604	balsam	1b	54.32sm	587sf
UNIT 2-605	birch	1b + den	51.37sm	553sf
UNIT 2-606	cedar	2b	74.70sm	804sf
UNIT 2-607	pine	1b + den	52.70sm	567sf
UNIT 2-608	willow	2b	67.17sm	723sf
UNIT 2-609	elm	1b + den	63.20sm	680sf
UNIT 2-610	cypress	1b + den	52.64sm	567sf

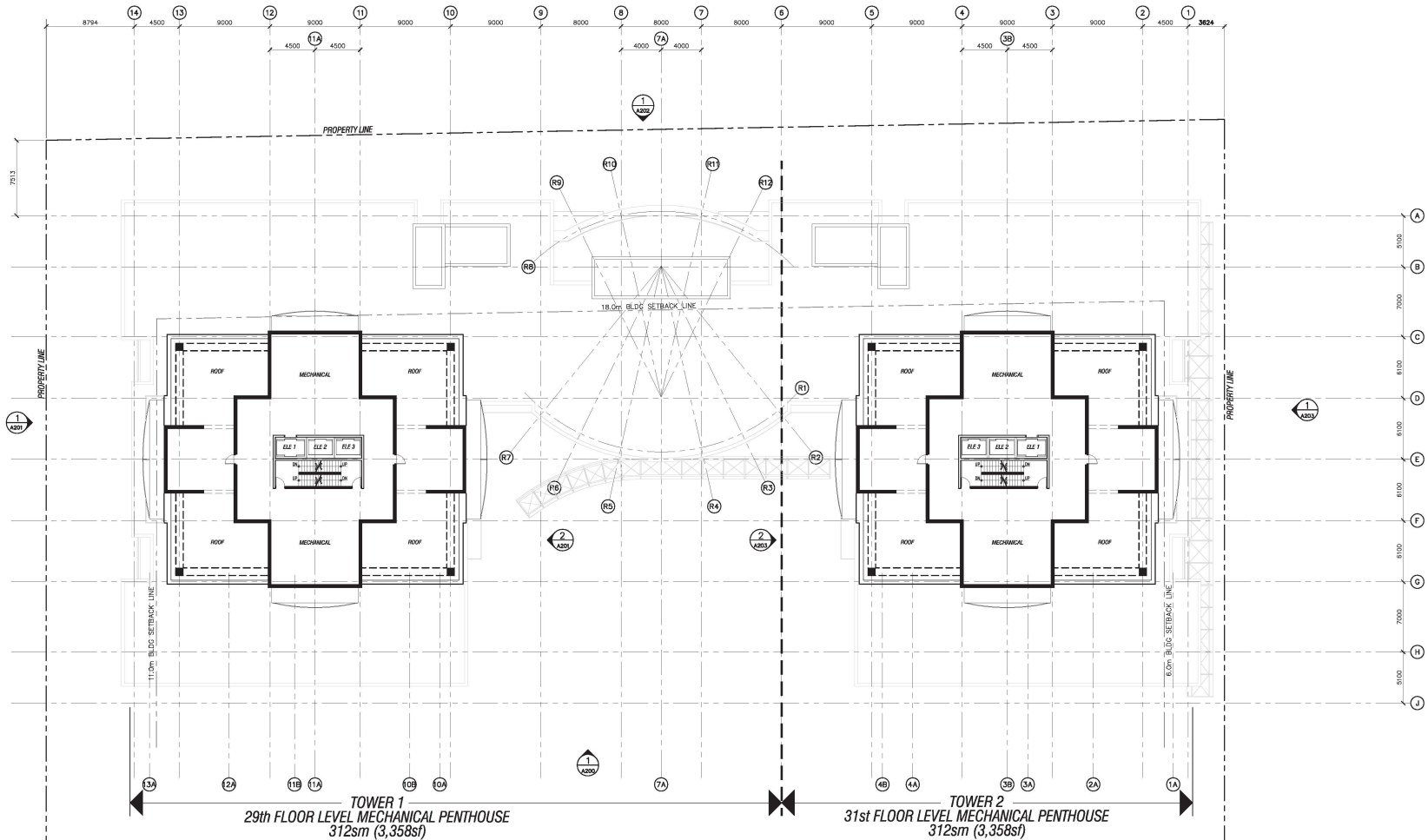
RESIDENTIAL GFA 602.38sm 6,484sf



TOWER 1 - 7th to 28th FLOOR RESIDENTIAL UNITS		
22 FLOORS		
UNIT 2-701	CHESTNUT	28
UNIT 2-702	ASPEN	28
UNIT 2-703	MAPLE	28
UNIT 2-704	ALDER	28
UNIT 2-705	BIRCH	18 + DEN
UNIT 2-706	PINE	18 + DEN
UNIT 2-707	CEDAR	28
UNIT 2-708	YEW	28
UNIT 2-709	DOGWOOD	28 + DEN
UNIT 2-710	CYPRESS	28 + DEN
UNIT 2-711	WALNUT	18 + DEN
UNIT 2-712	CHERRY	28 + DEN
UNIT 2-713	PLUM	28 + DEN
UNIT 2-714	PEAR	28 + DEN
UNIT 2-715	ORANGE	28 + DEN
UNIT 2-716	LEMON	28 + DEN
UNIT 2-717	LIME	28 + DEN
UNIT 2-718	APPLE	28 + DEN
UNIT 2-719	PEACH	28 + DEN
UNIT 2-720	CHERRY	28 + DEN
UNIT 2-721	PLUM	28 + DEN
UNIT 2-722	PEAR	28 + DEN
UNIT 2-723	ORANGE	28 + DEN
UNIT 2-724	LEMON	28 + DEN
UNIT 2-725	LIME	28 + DEN
UNIT 2-726	APPLE	28 + DEN
UNIT 2-727	PEACH	28 + DEN
UNIT 2-728	CHERRY	28 + DEN
UNIT 2-729	PLUM	28 + DEN
UNIT 2-730	PEAR	28 + DEN
UNIT 2-731	ORANGE	28 + DEN
UNIT 2-732	LEMON	28 + DEN
UNIT 2-733	LIME	28 + DEN
UNIT 2-734	APPLE	28 + DEN
UNIT 2-735	PEACH	28 + DEN
UNIT 2-736	CHERRY	28 + DEN
UNIT 2-737	PLUM	28 + DEN
UNIT 2-738	PEAR	28 + DEN
UNIT 2-739	ORANGE	28 + DEN
UNIT 2-740	LEMON	28 + DEN
UNIT 2-741	LIME	28 + DEN
UNIT 2-742	APPLE	28 + DEN
UNIT 2-743	PEACH	28 + DEN
UNIT 2-744	CHERRY	28 + DEN
UNIT 2-745	PLUM	28 + DEN
UNIT 2-746	PEAR	28 + DEN
UNIT 2-747	ORANGE	28 + DEN
UNIT 2-748	LEMON	28 + DEN
UNIT 2-749	LIME	28 + DEN
UNIT 2-750	APPLE	28 + DEN
UNIT 2-751	PEACH	28 + DEN
UNIT 2-752	CHERRY	28 + DEN
UNIT 2-753	PLUM	28 + DEN
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UNIT 2-762	PEAR	28 + DEN
UNIT 2-763	ORANGE	28 + DEN
UNIT 2-764	LEMON	28 + DEN
UNIT 2-765	LIME	28 + DEN
UNIT 2-766	APPLE	28 + DEN
UNIT 2-767	PEACH	28 + DEN
UNIT 2-768	CHERRY	28 + DEN
UNIT 2-769	PLUM	28 + DEN
UNIT 2-770	PEAR	28 + DEN
UNIT 2-771	ORANGE	28 + DEN
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UNIT 2-799	PEACH	28 + DEN
UNIT 2-800	CHERRY	28 + DEN
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UNIT 2-815	PEACH	28 + DEN
UNIT 2-816	CHERRY	28 + DEN
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UNIT 2-824	CHERRY	28 + DEN
UNIT 2-825	PLUM	28 + DEN
UNIT 2-826	PEAR	28 + DEN
UNIT 2-827	ORANGE	28 + DEN
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UNIT 2-830	APPLE	28 + DEN
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UNIT 3-087	PEACH	28 + DEN
UNIT 3-088	CHERRY	28 + DEN
UNIT 3-089	PLUM	28 + DEN
UNIT 3-090	PEAR	28 + DEN
UNIT		

TOWER 1 - 7th to 30th FLOOR RESIDENTIAL UNITS		
24 FLOORS:		
CHESTNUT	28	71,000sq
UNIT-1-701	18 + DEN	52,500sq
UNIT-1-702	28	72,500sq
UNIT-1-703	28	72,860sq
UNIT-1-704	18 + DEN	51,540sq
UNIT-1-705	18 + DEN	51,540sq
UNIT-1-706	28	74,700sq
UNIT-1-707	28 + DEN	52,700sq
UNIT-1-708	18 + DEN	52,700sq
UNIT-1-709	18 + DEN	63,200sq
UNIT-1-710	18 + DEN	56,740sq
RESIDENTIAL 07A		6,085sq
X 22 FLOORS		147,070sq

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drawn	RG.
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reviewed	GDR
date	
scale	1:200
project	TRINITY RAVINE TOWERS SENIOR HOUSING APARTMENT RENTALS
	1250/1256 MARKHAM ROAD SCARBOROUGH, ONTARIO
drawing	MECHANICAL FLOOR PLAN

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project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
TOWER ROOF PLAN

ARCHITECTURE . ENGINEERING

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TRINITY RAVINE TOWERS  
SENIOR HOUSING

## SENIOR HOUSING APARTMENT RENTALS

\_\_\_\_\_

1250/1256 MARKHAM ROAD

SCARBOROUGH, ONTARIO


BUILDING ELEVATIONS

TOWER 1 &amp; 2 - SOUTH

\_\_\_\_\_

\_\_\_\_\_


## REFERENCES



+LAW

ARCHITECTURE . ENGINEERING

REINDERS + LAW LTD

ARCHITECTURE. ENGINEERING  
64 DUNDAS STREET NORTH

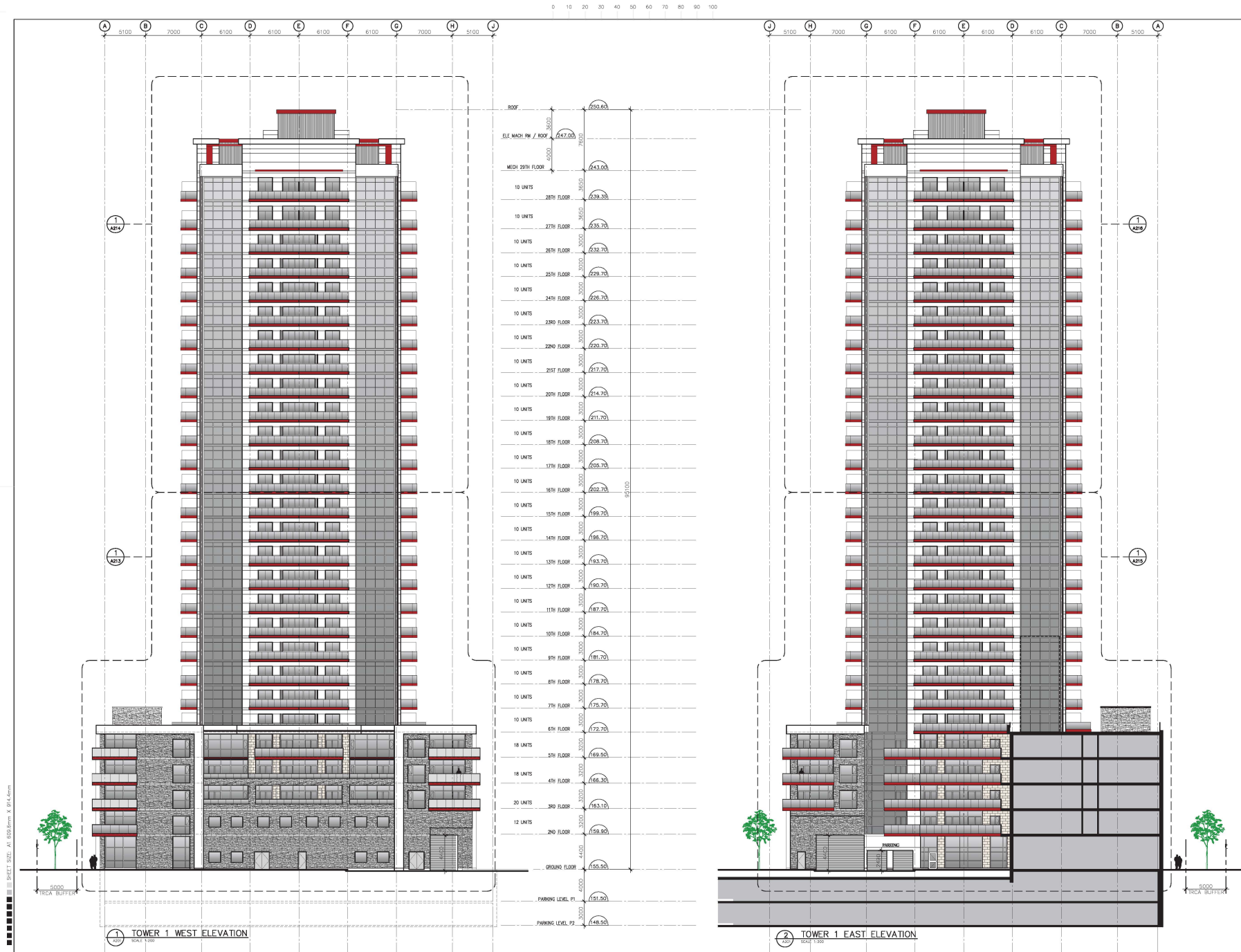
84 ONTARIO STREET NORTH  
MILTON, ON L9T 2T1  
5-888-477-4444 5-888-477-4444

T. 905.457.1618 F. 905.457.8855  
EMAIL@REINDERB.CA WWW.REINDERB.CA

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no. revisions date int.

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TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
BUILDING ELEVATIONS  
TOWER 1 - WEST & EAST



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reviewed	GDR
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project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

BUILDING ELEVATIONS  
TOWER 1 & 2 - NORTH

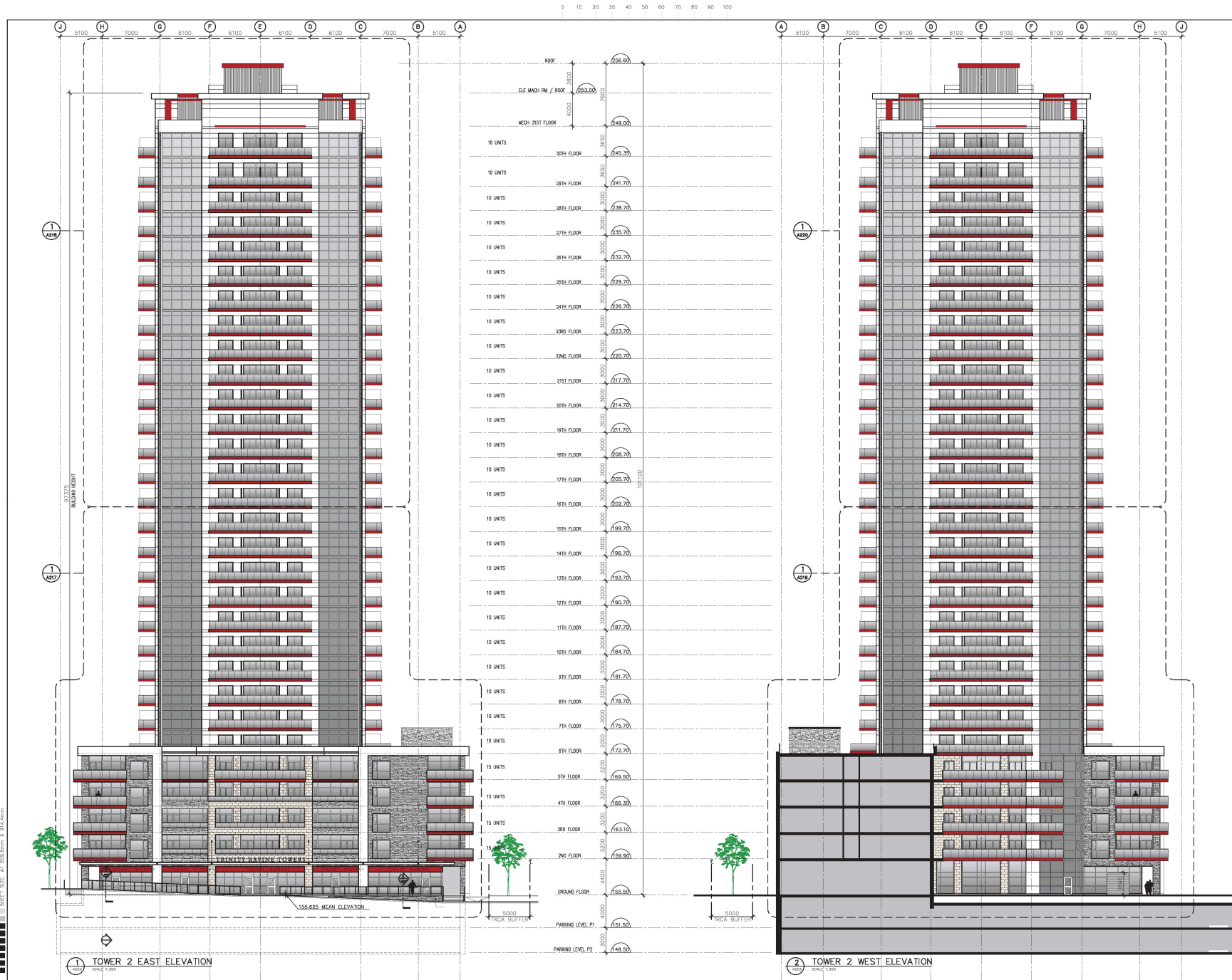


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date  
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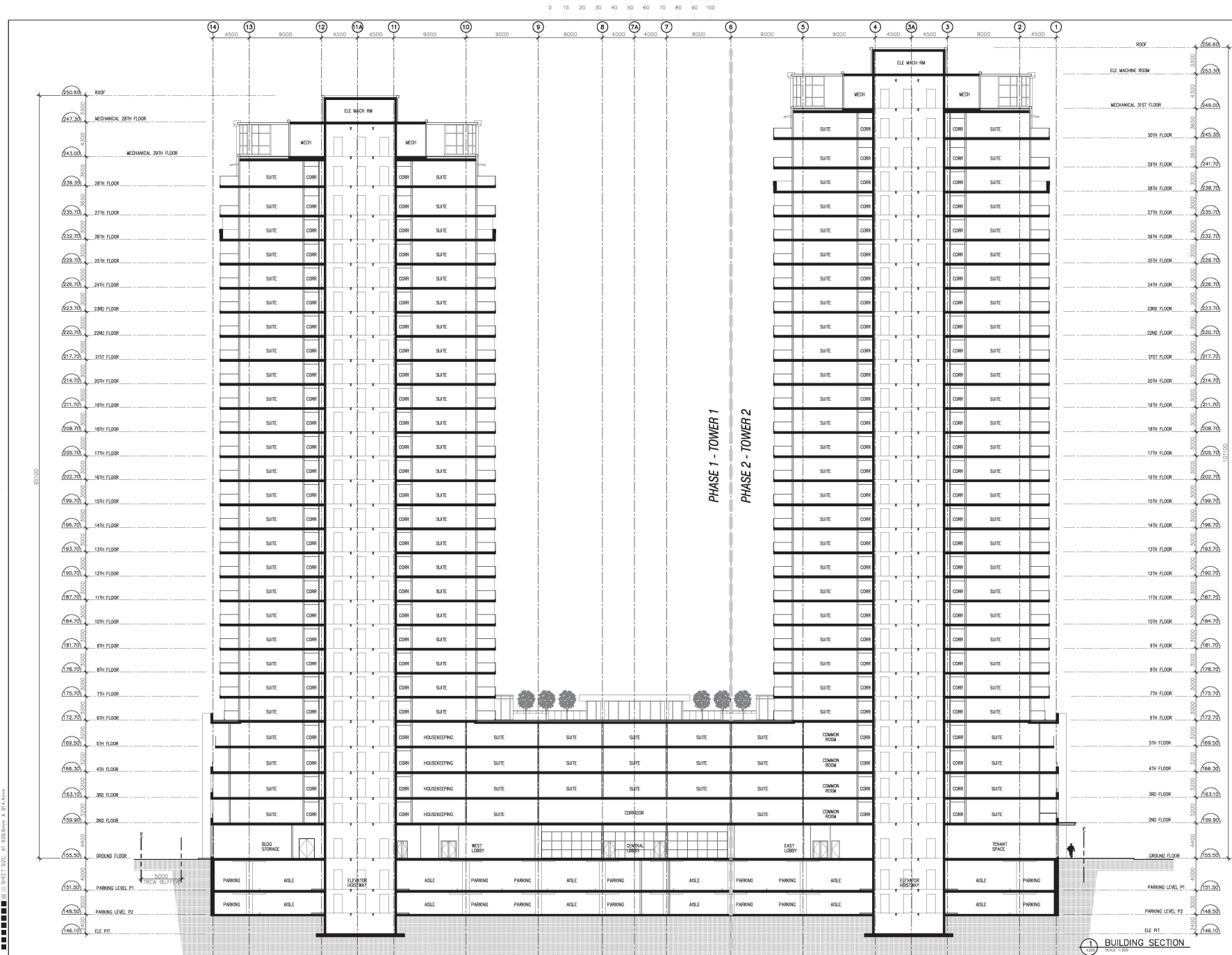
project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
BUILDING ELEVATIONS  
TOWER 2 - EAST & WEST

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project  
TRINITY RAVINE TOWERS  
SENIOR HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
BUILDING CROSS SECTION  
TOWER 1 & 2 - EAST\_WEST  
LOOKING NORTH



**REINDERS  
+LAW**

**REINDERS + LAW LTD.**  
ARCHITECTURE. ENGINEERING  
64 ONTARIO STREET NORTH  
MILTON, ON L9T 2T1  
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EMAIL@REINDERS.CA WWW.REINDERS.CA

drawing no. 15007_A300	rev. no.
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This is Exhibit "H" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



PART OF LOT 32,  
REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO

OWNERS	APPLICANT
TRUSTEES OF THE GLOBAL KINGDOM MINISTRIES AS A LOCAL ASSEMBLY OF THE INTERNATIONAL ASSEMBLIES OF CANADA 1250 MARKHAM ROAD SCARBOROUGH, ON M1H 2Y9 P (416) 438-1601 F (416) 438-0047	REINDERS + LAW LTD. 84 ONTARIO ST NORTH MILTON, ON L9T 2T1 P (905) 457-1618 F (905) 457-8852

LEGEND

	EXTERIOR DOOR LOCATION
	DENOTES HANDICAP SIGN
	HIGH ALBEDO ASPHALT PAINT AREAS
	NEW ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK & CONCRETE PAD
	PROPOSED BUILDINGS & ADDITIONS
	EX. BUILDINGS TO REMAIN
	SNOW STORAGE AREA
	SHORT TERM BICYCLE STORAGE RACK (10 BIKES/RACK)
	TREE PROTECTION HOARDING
	PROPOSED FIRE ROUTE (6m WIDE)
	PROPERTY LINE
	ZONING AREA LINE
	DENOTES PROPOSED CURB CUT OR DEPRESSION CURB
	FIRE DEPT. SIAMESE CONNECTION
	PROPOSED LIGHT STANDARDS
	EX. FIRE HYDRANT
	RELOCATED FIRE HYDRANT
	BARRIER FREE PARKING SPACE
	EX. CATCH BASIN
	EX. STORM MANHOLE
	TRAFFIC CONTROL FLOW
	PROPOSED TACTILE STRIP (ADA COMPLIANT)
	PROPOSED SUMP PIT WITH PUMP
	PROPOSED U/G STORM TANK

CITY OF TORONTO NOTATION 1:  
BE ADVISED THAT SHOULD ANY PARTY, INCLUDING THE APPLICANT OR ANY SUBSEQUENT OWNER, APPLY FOR MORE THAN ONE CONDOMINIUM CORPORATION ENCOMPASSING ANY OR ALL OF THIS DEVELOPMENT OR MAKE AN APPLICATION THAT RESULTS IN A LAND DIVISION, STAFF MAY REQUIRE LEGAL ASSURANCES, INCLUDING BUT NOT LIMITED TO EASEMENTS, WITH RESPECT TO THE APPROVED SERVICES. SUCH ASSURANCES WILL BE DETERMINED AT THE TIME OF APPLICATION FOR CONDOMINIUM APPROVAL.

CITY OF TORONTO NOTATION 2:  
IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLY WITH THE SEWER USE BY-LAW AND OBTAIN ALL APPROVALS / PERMITS FROM TORONTO WATER - ENVIRONMENTAL MONITORING & PROTECTION UNIT FOR ANY PROPOSED TEMPORARY OR PERMANENT DISCHARGING OF GROUNDWATER INTO MUNICIPAL SEWER SYSTEMS AND WATERCOURSES. THE APPLICANT IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL THE APPLICABLE PROVINCIAL REQUIREMENTS AND OBTAINING THE NECESSARY APPROVALS AND/OR PERMITS FROM THE MINISTRY OF THE ENVIRONMENT & CLIMATE CHANGE WITH REGARD TO ANY PROPOSED DEWATERING.

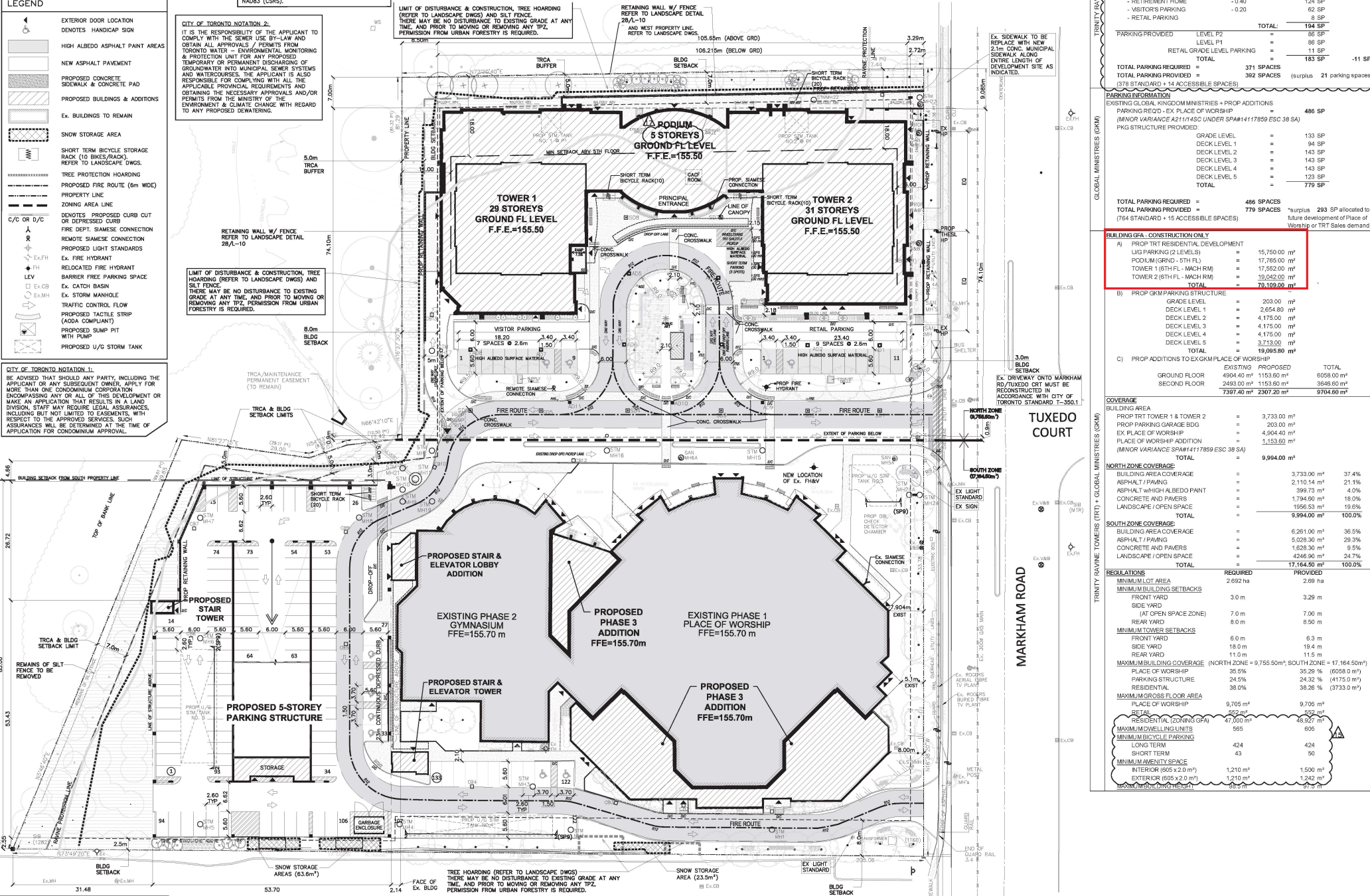
LIMIT OF DISTURBANCE & CONSTRUCTION, TREE HOARDING (REFER TO LANDSCAPE DWGS) AND SILT FENCE:  
THERE MAY BE NO DISTURBANCE TO EXISTING GRADE AT ANY TIME, AND PRIOR TO MOVING OR REMOVING ANY TPZ, PERMISSION FROM URBAN FORESTRY IS REQUIRED.

SURVEY  
EXISTING TOPOGRAPHIC INFORMATION BASED ON SURVEY PERFORMED BY RUDY MAK SURVEYING LTD., BARRIE, ONTARIO, (705) 722-3845, FILE NO. 11675.  
BENCHMARK:  
SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 109.22m.  
ELEVATION:  
ELEVATION ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928: FIRE-1978 TOR THIRD ORDER.  
BEARING NOTE:  
BEARINGS ARE MTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, MTM ZONE 10 (81° WEST LONGITUDE) NAD83 (CSRS).

AMENITY AREA - INDOOR (REQ'D 1210m²)	AMENITY AREA - OUTDOOR (REQ'D 1210m²)	TENANT AREA
PROGRAM SPACE DINING/LOUNGE FITNESS/HEALTH CENTRE THEATRE COMMON/QUIET AREAS LIBRARY LOUNGE Total 1500.00 m²	COURTYARD NORTH LAINE 3RD FLOOR PATIO 5TH FLOOR PATIO Total 1242.00 m²	Unit 'A' Unit 'B' Unit 'C' Unit 'D' Unit 'E' Unit 'F' Total 517.00 m²
BARRIER FREE PARKING: RETIREMENT HOME (242 - 100 = 5) + (142/50 = 3) = 8 VISITORS: (121 - 100 = 5) + (21/50 = 1) = 6 GKM: (168 - 100 = 5) + (38/50 = 1) = 6	REQ'D 8 6 13	PROVIDED 8 6 15

LIMIT OF DISTURBANCE & CONSTRUCTION, TREE HOARDING (REFER TO LANDSCAPE DWGS) AND SILT FENCE:  
THERE MAY BE NO DISTURBANCE TO EXISTING GRADE AT ANY TIME, AND PRIOR TO MOVING OR REMOVING ANY TPZ, PERMISSION FROM URBAN FORESTRY IS REQUIRED.

RETAINING WALL W/ FENCE  
REFER TO LANDSCAPE DETAIL 28/L-10  
AND WEST PROPERTY LINE  
REFER TO LANDSCAPE DETAIL 28/L-10

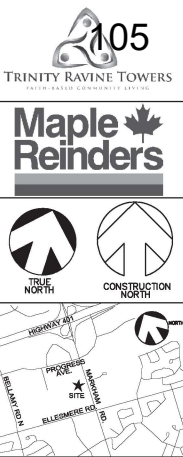


SITE STATISTICS	
SITE AREA	2,692 ha 26,920.00 m²
PARKING INFORMATION	
TOWER 1 (295 UNITS)	
RESIDENTIAL PARKING REQ'D: 177 SP (0.6 PER UNIT)	118 SP
RETIREMENT HOME	-0.40
VISITOR'S PARKING	-0.20
TOTAL:	177 SP
PARKING PROVIDED:	
LEVEL P2	= 102 SP
LEVEL P1	= 98 SP
GRADE LEVEL (VISITOR)	= 9 SP
TOTAL:	209 SP
TOWER 2 (310 UNITS)	
RESIDENTIAL PARKING REQ'D: 186 SP (0.6 PER UNIT)	124 SP
RETIREMENT HOME	-0.40
VISITOR'S PARKING	-0.20
RETAL PARKING	-0.20
TOTAL:	194 SP
PARKING PROVIDED:	
LEVEL P2	= 86 SP
LEVEL P1	= 86 SP
RETAL GRADE LEVEL PARKING	= 11 SP
TOTAL:	183 SP
TOTAL PARKING REQUIRED = 371 SPACES	
TOTAL PARKING PROVIDED = 392 SPACES (surplus 21 parking spaces)	
(378 STANDARD + 14 ACCESSIBLE SPACES)	

BUILDING GFA - CONSTRUCTION ONLY		
A) PROP TRT RESIDENTIAL DEVELOPMENT		
UG PARKING (2 LEVELS)	=	15,750.00 m <sup>2</sup>
PODIUM (GRND - 5TH FL)	=	17,765.00 m <sup>2</sup>
TOWER 1 (6TH FL - MACH RM)	=	17,552.00 m <sup>2</sup>
TOWER 2 (6TH FL - MACH RM)	=	19,542.00 m <sup>2</sup>
TOTAL	=	70,109.00 m <sup>2</sup>
B) PROP GKM PARKING STRUCTURE		
GRADE LEVEL	=	203.00 m <sup>2</sup>
DECK LEVEL 1	=	2,654.00 m <sup>2</sup>
DECK LEVEL 2	=	4,175.00 m <sup>2</sup>
DECK LEVEL 3	=	4,175.00 m <sup>2</sup>
DECK LEVEL 4	=	4,175.00 m <sup>2</sup>
DECK LEVEL 5	=	3,713.00 m <sup>2</sup>
TOTAL	=	19,995.00 m <sup>2</sup>
C) PROP ADDITIONS TO EX. GKM PLACE OF WORSHIP		
	EXISTING	PROPOSED
GROUND FLOOR	4904.40 m <sup>2</sup>	1153.80 m <sup>2</sup>
SECOND FLOOR	2493.00 m <sup>2</sup>	1153.80 m <sup>2</sup>
	7397.40 m <sup>2</sup>	2307.20 m <sup>2</sup>
		TOTAL
		6058.00 m <sup>2</sup>
		3646.60 m <sup>2</sup>
		9704.60 m <sup>2</sup>

NORTH ZONE COVERAGE:	
BUILDING AREA	= 3,733.00 m² 37.4%
ASPHALT / PAVING	= 2,110.14 m² 21.1%
ASPHALT WHICH ALBEDO PAINT	= 399.73 m² 4.0%
CONCRETE AND PAVERS	= 1,794.90 m² 18.0%
LANDSCAPE / OPEN SPACE	= 1,956.53 m² 19.6%
TOTAL	= 9,994.00 m² 100.0%
SOUTH ZONE COVERAGE:	
BUILDING AREA COVERAGE	= 3,733.00 m² 36.5%
ASPHALT / PAVING	= 5,028.30 m² 29.3%
CONCRETE AND PAVERS	= 1,628.30 m² 9.5%
LANDSCAPE / OPEN SPACE	= 4,246.90 m² 24.7%
TOTAL	= 17,164.50 m² 100.0%

REGULATIONS	
MINIMUM LOT AREA	2,692 ha
MINIMUM BUILDING SETBACKS	
FRONT YARD	3.0 m
SIDE YARD	7.0 m
(AT OPEN SPACE ZONE)	7.0 m
REAR YARD	8.0 m
MINIMUM TOWER SETBACKS	
FRONT YARD	6.0 m
SIDE YARD	18.0 m
REAR YARD	11.0 m
MAXIMUM BUILDING COVERAGE (NORTH ZONE = 9,765.50m² SOUTH ZONE = 17,164.50m²)	
PLACE OF WORSHIP	35.5%
PARKING STRUCTURE	24.5%
RESIDENTIAL	38.0%
MAXIMUM GROSS FLOOR AREA	
PLACE OF WORSHIP	9,705 m²
RETAL	462 m²
RESIDENTIAL (ZONING GFA)	47,000 m²
MAXIMUM DWELLING UNITS	665
MINIMUM BICYCLE PARKING	424
LONG TERM	43
SHORT TERM	43
MINIMUM AMENITY SPACE	
INTERIOR (605 x 2.0 m²)	1,210 m²
EXTERIOR (605 x 2.0 m²)	1,210 m²
MINIMUM GROSS HEIGHT	3.0 m



17	RE-ISSUED FOR ZONING REVIEW	2020/07/29	K.R.
18	ISSUED FOR CONSTRUCTION	2019/04/09	K.R.
19	ISSUED FOR TENDER	2019/03/19	K.R.
14	AS PER CITY COMMENTS	2018/09/13	K.R.
13	AS PER CITY COMMENTS	2018/09/07	K.R.
12	ISSUED FOR BUILDING PERMIT	2018/08/31	K.R.
no. revisions		date	init.

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date plotted: 2020.07.29



drawn	A.I.
designed	Y.A.
reviewed	S.L.
date	2020.07.29
scale	1:400

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS  
1250 & 1256 MARKHAM RD  
SCARBOROUGH, ONTARIO

drawing  
SITE PLAN

REINDERS + LAW  
ARCHITECTURE + ENGINEERING  
REINDERS + LAW LTD.  
ARCHITECTURE + ENGINEERING  
64 DUNDAS STREET WEST NORTH  
MILTON, ON L9T 2T1  
T. 905.457.1618 F. 905.457.8852  
EMAIL@REINDERS.CA WWW.REINDERS.CA

This is Exhibit "I" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



SCHEDULE "A"  
LIFE LEASE OCCUPANCY AGREEMENT

**Corporation:**  
Global Kingdom Ministries  
1250 Markham Road  
Scarborough, Ontario, M1H 2Y9  
(the "Corporation")

Telephone: (647) 876-5433  
Facsimile: (416) 439-5422

**Purchaser:**  
Full Name(s) \_\_\_\_\_  
Mark R Steele  
Address: \_\_\_\_\_  
118 Sandcherry Court  
Pickering, ON L1V 6V8  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_  
S.I.N.: \_\_\_\_\_  
(the "Purchaser")

Full Name(s) \_\_\_\_\_  
Denise I Steele  
Address: \_\_\_\_\_  
118 Sandcherry Court  
Pickering, ON L1V 6V8  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
denisesteele@rogers.com  
S.I.N.: \_\_\_\_\_

**This information must be completed by Occupancy**

**Resident:**  
Full Name(s) \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
S.I.N.: \_\_\_\_\_  
(the "Resident")

Full Name(s) \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
S.I.N.: \_\_\_\_\_

**Purchase Details:**

Suite No: 411-WT as specifically described in Schedule "L" (the "Suite")  
Total cost of the Suite is \$ 493,950.00, including, 1 storage locker at \$ 0.00 per locker and 1 parking space(s) at \$ 20,000.00 per space, (the "Total Cost").

**Deposit:**

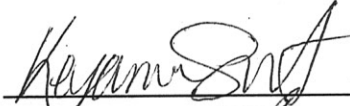
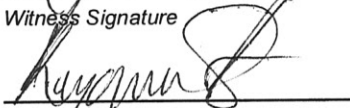
- 1. \$5,000.00 paid by cheque to the "Global Kingdom Ministries – in Trust", on the date of execution of this Agreement by the Purchaser fully refundable within 10 days of the execution of this agreement, such period ending June 17, 2018, (the "Notice Date").
- 2. Five percent (5%) of the Total Cost, inclusive of 1 above, or \$ 19,697.50 payable by post-dated cheque to the Corporation within thirty (30) days and upon execution of this Agreement by the Purchaser, such period ending July 7, 2018.
- 3. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75, payable by post-dated cheque to the Corporation within ninety (90) days of this Agreement, such date ending September 5, 2018.
- 4. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75, payable by post-dated cheque to the Corporation within one hundred and eighty days (180) days of this Agreement, such date ending December 4, 2018.
- 5. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75, payable by post-dated cheque to the Corporation within two hundred and seventy (270) days of this Agreement, such date ending March 4, 2019.
- 6. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75, payable by post-dated cheque to the Corporation within three hundred and sixty (360) days of this Agreement, such date ending June 2, 2019.

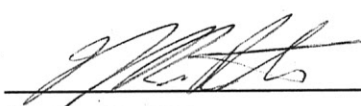
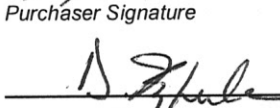
- 7. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75 , payable by post-dated cheque to the Corporation within four hundred and fifty (450) days of this Agreement, such date ending August 31, 2019 .
- 8. Two and One Half percent (2.5%) of the Total Cost, or \$ 12,348.75 , payable by post-dated cheque to the Corporation within five hundred and forty (540) days of this Agreement, such date ending November 29, 2019 .
- 9. The balance (80%) upon completion and occupancy.

**Offer:**

The Purchaser hereby offers to purchase a life lease interest in the Suite from the Corporation on the terms and subject to the conditions expressed in this Agreement and the schedules attached hereto, which schedules form a part of this Agreement.

Dated this 7<sup>th</sup> day of JUNE , 20 18

  
Witness Signature  
  
Witness Signature

  
Purchaser Signature  
  
Purchaser Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Purchaser Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_


\_\_\_\_\_  
Witness Signature  
  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Resident Signature  
  
\_\_\_\_\_  
Resident Signature

**Acceptance:**

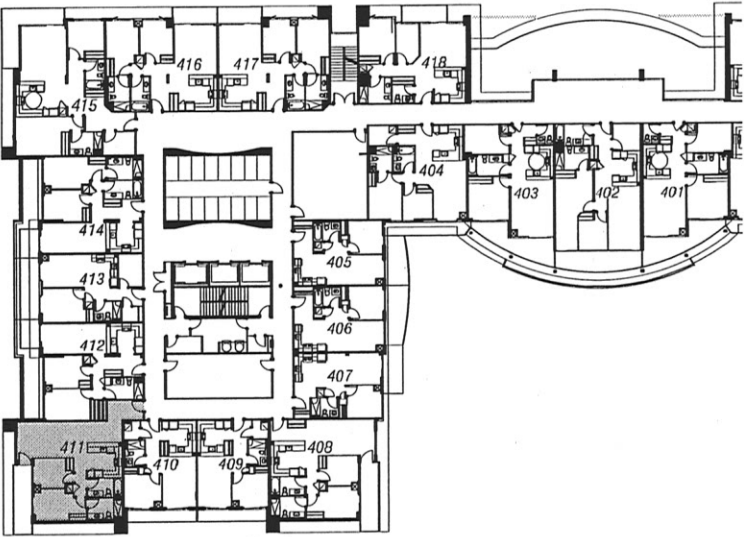
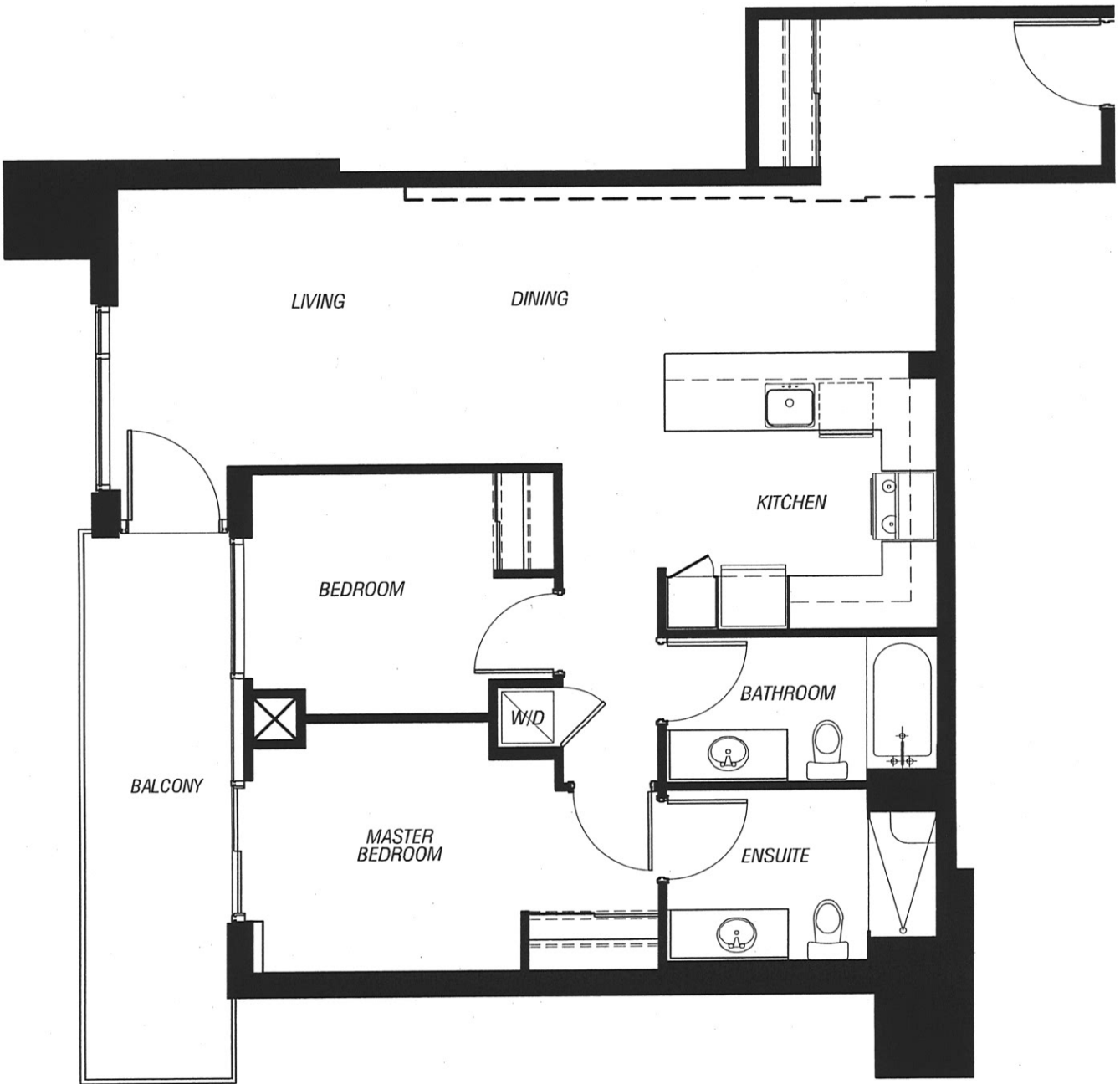
The Corporation hereby accepts the Purchaser's offer and agrees to complete the transaction contemplated by this Agreement.

Dated this 7<sup>th</sup> day of JUNE , 20 18

**GLOBAL KINGDOM MINISTRIES**  
  
Per:   
(I have authority to bind the Corporation)

REVISION DATE: August 1, 2017

Schedule "E"	Terms and Conditions of Life Lease Occupancy
Schedule "F"	The Legal Description
Schedule "G"	Common Areas and Facilities
Schedule "H"	Rules and Regulations
Schedule "I"	Features and Specifications
Schedule "J"	Admission Criteria
Schedule "K"	Dispute Resolution
Schedule "L"	Suite Floor Plan
Schedule "M"	Amending Agreement for Lenders



**MANITOU**

**TOWER 1 UNIT 411**  
**986 sf**



MRS. [Signature]  
[Signature]

**PURCHASER**  
**VENDOR**

MRS DENISE STEELE  
MR MARK STEELE  
118 SANDCHERRY CRT  
PICKERING ON L1V 6V8

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GLOBAL KINGDOM MINISTRIES INC

DATE 2 0 1 8 - 0 6 - 1 7  
Y Y Y Y M M D D

PAY TO THE ORDER OF In Trust \$ 5,000.<sup>00</sup>/<sub>100</sub> ~~xx~~  
*Five Thousand* 100 DOLLARS

BMO Bank of Montreal

100 KING ST. W.  
TORONTO, ON M5X 1A3

MEMO 411 - TRT. *D. Spul* MP

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**SCHEDULE "E"**  
**TERMS AND CONDITIONS**  
**OF LIFE LEASE OCCUPANCY**

**WHEREAS:**

1. The Corporation is a not-for-profit corporation, without share capital, incorporated under the laws of Ontario;
2. The Corporation has acquired the land described in Schedule "F" in the City of Toronto, Ontario (the "Lands"), and intends to develop two (2) apartment buildings, to be developed in two (2) phases, for individuals aged fifty-five (55) years and older, consisting of approximately 600 apartment units on approximately 1.02 hectares of land currently municipally known as 1250 Markham Road, Scarborough, Ontario (hereinafter referred to as "*Trinity Ravine Towers*").
3. The Purchaser and Resident wish to enter into this Life Lease Occupancy Agreement (the "Agreement") with the Corporation, relating to a Life Lease Interest in the Suite, H.S.T. and appliances (fridge, stove, dishwasher, microwave range hood and stacked washer/dryer), and, if applicable and purchased, storage locker(s).

In return for all parties fulfilling their obligations under this Agreement, and for other and valid legal consideration (the receipt and sufficiency of which is acknowledged by all parties), the parties agree as follows:

**MEANING OF WORDS**

4. In the Agreement:
  - 4.1 "Agreement" is defined in paragraph 3;
  - 4.2 "All of us" means all of the Corporation, the Resident and the Purchaser;
  - 4.3 "Common Areas and Facilities" is defined in paragraph 15;
  - 4.4 "Completion" is defined in paragraph 8;
  - 4.5 "Completion Date" is defined in paragraph 9;
  - 4.6 "Default" is defined in paragraph 31;
  - 4.7 "Deposit" is defined in sub-paragraph 12;
  - 4.8 "Extras" is defined in sub-paragraph 28.3;
  - 4.9 "Lands" is defined in paragraph 2;
  - 4.10 "Life Lease Interest" is defined in paragraph 13;
  - 4.11 "Occupancy charge" is defined in paragraph 18;
  - 4.12 "Plans" is defined in paragraph 5;
  - 4.13 "Parking Space" is defined in paragraph 14;
  - 4.14 "Property Taxes" is defined in paragraph 21;
  - 4.15 "Proportionate Share" is defined in paragraph 18;
  - 4.16 "Storage Locker" is defined in paragraph 14;
  - 4.17 "Transfer" is defined in paragraph 35;
  - 4.18 "Residents' Association" is defined in sub-paragraph 29.6;
  - 4.19 "Rules and Regulations" are defined in Schedule "H";
  - 4.20 "Total Cost" is defined in paragraph 12;
  - 4.21 "Suite" is defined in paragraph 3 and under Purchase Details on page 1;
  - 4.22 "Suites" means the apartment units to be developed in Trinity Ravine Towers;

- 4.23 "you" and "your" means both the Resident and the Purchaser, and their legal or personal representatives;
- 4.24 "we", "us" or "our" means the Corporation.

### **DEVELOPMENT OF TRINITY RAVINE TOWERS**

5. **Construction:** We agree to construct Trinity Ravine Towers and the Suite substantially in accordance with the draft plans and specifications prepared by our architects and all architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans prepared for Trinity Ravine Towers (the "Plans").
6. **Changes in plans:** We may change the Plans in our absolute discretion to comply with requirements imposed by any governmental authority or lender, provided that such changes do not affect the Suite or its proper use under this Agreement, and provided that we advise you of any material change within a reasonable time before such changes are made. If such changes materially and adversely affect the Suite or its proper use, prior to making such changes under this Agreement, we shall obtain your consent to such changes, which you shall not unreasonably withhold. If you do not consent, we may terminate this Agreement, and return the Deposit to you without interest or deduction. Upon return of the Deposit, all of us shall be released from any obligations to the others under this Agreement.
7. **Termination before Construction:** We reserve the right in our absolute discretion, for a period of sixty (60) days from the date on which we notify you of a firm construction start date, or, in the event that we have not entered into life lease occupancy agreements with Purchasers who represent eighty per cent (80%) of the units in Trinity Ravine Towers, to notify you that we will not proceed with the construction of the Suite. In that case, this Agreement will terminate 30 days after delivery of such notice. This date of such notice shall not be more than (2) years from signing this Life Lease Occupancy Agreement. On such termination date, we will return to the Purchaser, all money paid under the Agreement, plus accrued interest. We will not be liable to you for any costs or damages resulting from the exercise of this right, including without limitation, any consequential damages, relocation costs, and loss of use of money paid under the Agreement, or any professional or other fees paid by you. Upon return of the Deposit, all of us shall be released from any obligations to the others under this Agreement. This condition is inserted for the benefit of the Corporation and may be waived only by the Corporation.
8. **Completion:** All of us agree to consider the Suite completed when the interior work in the Suite has been completed to the extent necessary to permit it to be occupied, and safe access to the Suite is available ("Completion"), even though there may be unfinished exterior or interior work at Trinity Ravine Towers. The Purchaser will pay the balance of the Total Cost upon receipt of a certificate evidencing Completion from our architect. We will use commercially reasonable efforts to obtain and complete the installation of Extras and upgrades, if applicable, by Completion Date, but if not, then we have the right to complete the installation of Extras and upgrades within a reasonable time after the Completion Date, or, at our option, we may return any money paid by the Purchaser for the Extras and upgrades and will have no further liability to you to provide them.
9. **Completion Date:** Subject to sub-paragraph 29.3 and paragraphs 10 and 50, the completion date has been established as no later than October 31, 2020 ("Completion Date"). We shall provide the Purchaser with six (6) months prior advance notice of the final Completion Date.
10. **Extension or acceleration:** If Completion has not occurred by the Completion Date stipulated in paragraph 9, the Completion will be extended, on notice to the Purchaser, to a date or dates designated by us as the new Completion Date. Subject to sub-paragraph 29.3 and paragraph 50, the new Completion Date will not be later than three (3) years from the Completion Date stipulated in paragraph 9. We may also similarly advance the Completion Date, on notice to the Purchaser. We are not liable to you for any costs caused to you by an extension or advance other than costs caused to you by our own neglect.
11. **Occupancy of Suite:** The Resident shall take occupancy of the Suite and the Purchaser shall pay the balance of the Total Cost defined in paragraph 12 upon Completion, as defined in paragraph 8.



**TOTAL COST**

12. **Total Cost:** In return for the Purchaser's Life Lease Interest and the Resident's right to occupy the Suite, and other rights under this Agreement, the Purchaser will pay us the total cost for the Suite (the "Total Cost") as provided in Schedule A, plus the cost of any Extras that are subject to additional charges as provided in sub-paragraph 28.3 and any payments set out in paragraph 22 prior to occupancy of the Suite being granted.
- 12.1 The deposits paid under Schedule A are defined as the "Total Cost" and should be received by Vendor within 30 days of Sale date by post-dated cheques.

Subject only to paragraph 30, the Deposit will not be refunded to the Purchaser. The Deposit may be used by us to pay costs incurred by us in the construction of Trinity Ravine Towers.

**PROVIDED THAT:**

- (i) We shall enter into a construction contract with a reputable general contractor or construction manager;
  - (ii) We shall have received confirmation that municipal zoning requirements have been met,
  - (iii) Global Kingdom Ministries guarantees that subject to paragraph 31 any deposit used in construction will be fully refunded to purchasers if project does not proceed to completion.
- 12.2 The balance of the Total Cost is payable on the Completion Date, established in paragraph 12, by bank draft, money order or direct deposit to the Corporation.
- 12.3 The Purchaser agrees that any and all costs associated with additions, alterations, changes to standard Suite features offered ("Extras") as selected by the Purchaser are subject to our approval.
- 12.4 The Purchaser shall pay for the Extras upon ordering the Extras, and the balance of the Total Cost on the Completion Date.
- 12.5 Current regulations may exempt purchasers in connection with the Purchaser's acquisition of the right to occupy the suite from land transfer tax. Should regulations change, the total Cost **does not include** land transfer tax which will be then payable by the Purchaser.

**LIFE LEASE INTEREST AND RIGHT TO OCCUPY**

13. **Life Lease Interest and Right to Occupy:** In return for the Total Cost paid by the Purchaser:
- 13.1 **Purchaser's Life Lease Interest:** the Corporation grants to the Purchaser an estate, right or interest in and to the Lands (the "Life Lease Interest") which consists of the Purchaser's right to actually occupy the Suite for his or her own use and enjoyment if the Purchaser also signs this Agreement as Resident, or to agree with the Corporation and the Resident, or a future occupant of the Suite, as to the actual occupancy, use and enjoyment of the Suite by the Resident or future occupant. Subject to the terms of this Agreement, the Life Lease Interest may be held by the Purchaser for as long as the Purchaser lives, may be transferred by the Purchaser to a third party in the open market prior to his or her death, or by his or her estate trustees after his or her death, or may be transferred by the Purchaser to members of his or her family prior to his or her death, or by his or her estate trustees after his or her death in accordance with the terms of any will the Purchaser may make prior to his or her death, or in accordance with the laws of the Province of Ontario governing the distribution of the estates of persons who die without wills.
  - 13.2 **Resident's Right to Occupy the Suite:** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment subject to the Rules and Regulations adopted by us from time to time.
  - 13.3 **Limitation on Resident's Right to Occupy:** You agree that the Suite will only be occupied, used and enjoyed by the Resident(s), (except is

permitted below) as a private single-family residence, until the earlier of the Termination of the Agreement upon Default or Transfer under paragraphs 34 and 35. You will not allow anyone who has not signed this Agreement personally or by a legal or personal representative as a Resident to occupy, use and enjoy the Suite on a long-term basis unless our prior written consent is obtained, which may not be unreasonably withheld. We agree to consent to a family member or personal friend of a Resident staying in the Suite while you are also occupying the Suite, provided no fee or rent is charged and the stay is less than 14 days in duration (a "**Family or Friend Stay**") If we give our consent, you will be responsible to us for any action or inaction of the occupant which would be a violation of this Agreement if you had taken that action or omitted to take that action. In exercising our discretion on whether to consent, you agree that the following are reasonable justifications for withholding consent:

- (a) except for Family or Friend Stays, at least one of the proposed occupants must meet the minimum age requirement of fifty-five years;
- (b) the proposed occupant(s) must sign an agreement wherein the occupant(s) agree to be subject to and conform to the Rules and Regulations, failing which they will be evicted;
- (c) the Suite may not be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
  - (i) the carrying on of a business that requires access by the public;
  - (ii) hotel or boarding or lodging house use. For greater certainty, use of a Suite for short term leasing, whether through companies such as Airbnb, VRBO or similar business enterprises, is strictly prohibited; and
  - (iii) any transaction where any party who is not a Resident acquires a right is or entitlement to use or occupy the Suite on a transient use basis or under any arrangement commonly known as time sharing.

For the purposes of this Agreement, any "transient" use of the Suite includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.

- (d) the initial term of any occupancy agreement you may enter into with the proposed occupant must be for a period of not less than one (1) year. All arrangements for occupancy by a person who is not a Resident of the Suite shall be in writing and provided to us for review to allow us to determine whether to consent to that occupancy.
14. **Storage Locker:** The Resident's right to occupy, use and enjoy may include the use and enjoyment of a designated a designated storage locker space(s) (the "Storage Locker"), if granted to the Purchaser under this Agreement or separate agreement, subject to the Rules and Regulations.
  15. **Common Areas and Facilities:** The Resident's right to occupy, use and enjoy also includes the non-exclusive license to use in common with all other residents of Trinity Ravine Towers, and for the purposes for which they are intended by the Corporation, the areas described in Schedule "G", together with all facilities and amenities (the "Common Areas and Facilities"). The use of the Common Areas and Facilities is subject to the Agreement including rules and regulations made by us from time to time, which are set out in their current form in Schedule "H" (the "Rules and Regulations"). We may, in our discretion, acting reasonably, amend the Rules and Regulations from time to time.
  16. **Quiet enjoyment:** The Resident will have quiet enjoyment of the Suite unless you are in default under this Agreement or incapable of independent living as determined by the Corporation, and subject to our right to enter the Suite upon 24 hours written notice to perform periodic maintenance or inspection of the Suite.
  17. **Changes to Suite:** You will not make any structural alterations, additions or other changes to either the interior or exterior of the Suite without our prior written consent. Upon obtaining such consent, all work shall be done in a professional manner with licensed contractors carrying a minimum of \$2,000,000 liability insurance, which certificates are to be provided to us prior to commencement of work or we may arrange for the work to be



done, the cost of which will be at your sole expense, and all such alterations, additions or other changes, if they constitute a fixture in law, shall become our property.

18. **Occupancy Charge:** You agree to pay to us monthly, in advance, on the first day of each month as an occupancy charge (the "Occupancy Charge"), your Proportionate Share of an amount to be set by us as of January 1 of each year while this agreement is in effect. We will give you 30 days' notice of any increase in the Occupancy Charge. "Proportionate Share" means a fraction which has as its numerator, the net area of the Suite (as measured from the exterior face of all exterior walls, the centre line of the corridor and party walls, and includes all floor area within these bounds including interior partition walls, columns, built-in-cabinets) as certified by our architect, and as its denominator, the total net area (determined in the same manner) of all the Suites in Trinity Ravine Towers.
19. **Components of Occupancy Charge:** In general, the Occupancy Charge includes all interior and exterior cleaning and maintenance of the Common Areas and Facilities, all utilities for the Common Areas and Facilities, domestic hot and cold water and centrally-supplied natural gas for your Suite, insurance on the building, management and administration, all other expenses we determine are necessary or appropriate for the operation of Trinity Ravine Towers and a reserve fund as defined below. More specifically, the Occupancy Charge includes the costs incurred by us for utilities supplied to the Suites and not individually metered (sewer charges) and the replacement of heating and plumbing systems in the Suites, as well as the costs of maintaining and repairing the Common Areas and Facilities. It includes, without limitation, common utilities, insurance as described in paragraph 36, lawn care and landscaping, snow removal, garbage removal, repair and replacement of heating and plumbing systems provided by us forming part of the Common Areas and Facilities, administrative and management services, and federal, provincial or municipal taxes and levies other than municipal property taxes. We will establish and maintain a Reserve Fund and collect from you and the other purchasers as a component of the Occupancy Charge, an amount which shall be no less than fifteen per cent (15%) of the Occupancy Charge before any property tax component, in order to provide sufficient funds for major repair and replacement of Common Areas and Facilities. The Corporation shall hold the Reserve Fund in trust for the repair, replacement, upgrading or improvement of any part of Trinity Ravine Towers and maintain and invest it in accordance with the Trustee Act of Ontario. The Reserve Fund shall not be distributed to any Purchaser or Resident and no part of the Reserve Fund shall be used except for the purpose for which it was established. These purposes include, among others that may be established from time to time by us, the maintenance and repair of the Common Areas and Facilities including, but not be limited to, all structural components and all associated machinery and equipment required for the mechanical operation of Trinity Ravine Towers, interior corridors, common rooms such as the storage lockers, multi-purpose room and other amenity rooms within Trinity Ravine Towers, and all machinery and mechanical rooms, corridor doors, exterior windows and doors, patios and fan-coil system(s) contained within the Suite, private roadways, parking lots, exterior lighting, signs, landscaping, lawns, flower and shrub beds, all exterior finishes and cladding including stucco, brick, roofing systems, flashing, drainage systems, balcony railings, and canopies, and underground sewer lines, manholes, power cables, and exhaust systems. We will undertake a reserve fund study within one (1) year of the Completion Date, and every five (5) years thereafter, and charge the expense of such studies to the Reserve Fund. Upon reasonable notice to us, you will have the right to audit at your cost and expense documents upon which your Proportionate Share of the Occupancy Charge is based.
20. **Suite charges:** You are responsible for the cleaning, repair and maintenance of your Suite and the replacement, cleaning, repair, maintenance and upgrading of all appliances and all finishes, including but not limited to all paint and coatings, carpeting, all flooring, kitchen and bathroom cabinets and countertops, medicine cabinets, interior partition doors, hardware for interior partition doors, lighting fixtures, sinks, toilets, bathtubs, faucets, bathroom accessories, grab bars, ceramic wall tile, closet shelving, and any other improvements and betterments. You must also pay all charges for property taxes related to your Suite, content and liability insurance, telephone, internet, television, individually-metered hydro, and other utilities, if any, not included in the Occupancy Charge. We are not liable for any interruption or failure in the supplies of such services.
21. **Property taxes:** You are responsible for paying Property Taxes for the Suite as assessed by the City of Toronto, or, if the Suite is not assessed separately, based on your Proportionate Share of the Property Taxes levied against Trinity Ravine Towers suites as well as your Proportionate Share of Property Taxes for the Common Areas and Facilities. Upon reasonable notice to us, you will have the right to audit at your cost and expense documents upon which your Proportionate Share of Property Taxes is based. "Property Taxes" means all real property taxes and assessments, including without limitation, local

improvement charges, property standard charges, water, snow removal and sewer rates, charges or levies that are imposed on the Lands and/or Trinity Ravine Towers by any taxing authority;

22. **Development Charges:** The entire amount of any development charge(s) or levies payable for the development of the Suite shall be paid by you upon written notice to be given by use to you upon a building permit having been obtained, for Trinity Ravine Towers, provided that the amount that the Purchaser shall be obligated to reimburse to the Vendor for Levies and/or Exterior Aesthetics shall in no event exceed \$4,000.00+HST for any one bedroom suite and/or one bedroom + den suite and/or \$6,000.00+HST for any suite two bedrooms or larger;
23. **Attorney:** You appoint us as your attorney for the purpose of disputing any assessment of Property Taxes.
24. **Condition of Suite:** It is your responsibility to maintain the Suite and all fixtures in it in good working order at your expense. We are under no obligations to undertake repairs, replacements, upgrades or renovations after you vacate the Suite for the subsequent Purchaser.
25. **Notification of defects:** You will notify us immediately upon becoming aware of any damage to or deficiency at Trinity Ravine Towers, including the Suite and the Common Areas and Facilities.
  - 25.1 We will warranty the construction within the Suite for a period of one (1) year from the date of occupancy.
  - 25.2 We will warranty the electrical, plumbing and HVAC system provided to the Suite for a period of two (2) years from the date of occupancy.
  - 25.3 We will warranty major structural defects to the Suite for a period of five (5) years from the date of occupancy.
26. **Emergency:** In case of an emergency,
  - 26.1 **Entry:** We or our agent may enter the Suite, Parking Space or Storage Locker to make such repairs as we deem necessary or expedient, or to correct any condition which might result in damage or loss to Trinity Ravine Towers or Suite. We, or our agent may determine in our discretion whether an emergency exists, and our decision binds everyone affected by it.
  - 26.2 **Resident's absence:** If you are not present to grant entry to the Suite, Parking Space or Storage Locker, we or our agent may enter the Suite, Parking Space or Storage Locker without rendering us or our agent liable for any damages, provided we exercise reasonable care.
  - 26.3 **Locks:** We will keep a key to all locks on all doors or windows in the Suite. You must not change any such locks or place additional locks to any doors or windows in your Suite.
  - 26.4 **No liability:** The rights and authority given by sub-paragraph 26.1 do not impose any responsibility on us, our agents or any insurers or their agents for the care or supervision of the Suite, except as provided for in the Agreement.
  - 26.5 **Compensation:** You will, at your expense, compensate us for any damage, loss or injury to Trinity Ravine Towers, the Common Areas and Facilities, the Suite, the Parking Space, the Storage Locker and our equipment, or to persons on the Lands or in Trinity Ravine Towers, which is caused by your default or negligence, or that of any of your permitted occupants or guests.
27. **Offer and Acceptance:** Until you sign this Agreement, it is only an offer from the Corporation to enter into a binding contract. This Agreement has been delivered to you for your review, and you acknowledge that we have advised you to obtain independent legal advice. The Purchaser shall be given ten (10) days to review this agreement (inclusive of statutory holidays, Saturday and Sunday) from the date of acceptance of this agreement by Global Kingdom Ministries. If the Purchaser fails to give written notice to Global Kingdom Ministries of their intent to cancel this Agreement on or before 5:00 p.m. of the tenth day from the date of acceptance, this Agreement becomes a legally binding contract. You shall provide a verification of your ability to pay the balance of the Total Cost, in a form satisfactory to our lender.

## **COVENANTS AND AGREEMENTS ("PROMISES")**

28. **Your Promises:** In addition to the other covenants and agreements ("promises") contained in this Agreement, you covenant and agree ("promise") as follows, in the knowledge that we are relying on your covenants and agreements ("promises") in entering into the Agreement and that such covenants and agreements ("promises") survive the Completion Date:

28.1 **Age:** if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; **PROVIDED THAT** caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.

28.2 **Compliance with Agreement:** to comply with your obligations under the Agreement and the Rules and Regulations;

28.3 **Colour selections and Extras:** to choose and order colour selections, other permitted selections and any item or feature differing from the base Suite ("Extras") within thirty (30) days of being provided with sample finishes, failing which:

- (i) we are authorized to choose colour selections on your behalf, and
- (ii) you are not permitted, without our prior written consent, to choose or order Extras.

You acknowledge that it is possible that any of the Extras you chose may be discontinued by the manufacturer, or that they may not be reasonably available for other reasons. If we wait to obtain them, the construction of Trinity Ravine Towers and Completion of the Suite could be delayed. If that occurs, we will notify you and offer you the opportunity to make or approve an alternate selection of at least equal quality from our samples. If you have not made or approved alternate selections within 10 days of such notification, we may exercise all of your rights to select Extras and such selections will be binding on you.

You acknowledge that all Extras you choose are subject to our approval.

If any Extra differs from the Features and Specifications described in Schedule "I", you will pay any additional cost determined by us. Except by choosing and ordering Extras, you will not request any alterations to the Plans affecting the Suite;

28.4 **Sign documents:** to sign and return to us prior to the Completion Date, all documents reasonably required by us;

28.5 **Assignment:** to assign this Agreement only to a lender for the purpose of securing the financing of the Total Cost as set out in paragraph 12 of this Agreement, provided at least ten (10) days written notice of such assignment is given by the Purchaser to the Corporation and the lender has entered into an agreement with us in the form attached as Schedule "M" or such other form as is satisfactory to us in our sole discretion. Additionally, where at least 80% of the Suites are sold, the Purchaser may assign this Agreement subject to: the prior written approval of the Corporation, which consent may be withheld in its sole discretion, the assignee having executed and entered into a replacement Life Lease Occupancy Agreement with us in the form then used by us, payment of an assignment fee of Five Hundred Dollars (\$500) plus applicable taxes to the Corporation and you having discharged any notice respecting this Agreement or your Life Lease Interest or other document registered on title to the Lands by you or on your behalf. The Corporation may assign this Agreement to a not-for-profit corporation, a registered charity or a corporation that is related to us and to whom we have transferred or leased the land on which Trinity Ravine Towers is or will be located and you agree that as of the date that assignee executes an agreement to assume responsibilities and



obligations contained in this Agreement, you irrevocably release us from any such obligations and responsibilities, irrevocably waive any right to require us to perform any such responsibilities and obligations and release us from any liability for not performing any such obligations or responsibilities.

- 28.6 **No interference**: not to interfere with the installation of services to the Suite or Trinity Ravine Towers, or with the completion of the Suite or Trinity Ravine Towers;
- 28.7 **Re-entry**: to allow us an immediate right of entry to inspect, to rectify any breach of the Agreement or to repair or maintain anything in the Suite that might affect Trinity Ravine Towers or part of it;
- 28.8 **Signs**: not to place any signs or notices on the Suite or Common Areas and Facilities without our prior written consent;
- 28.9 **No hindrance**: not to hinder other residents from carrying out their obligations under their respective Agreements;
- 28.10 **Registration**: to not register a notice of this Agreement or any interest you may claim in the Lands on title to the Lands unless doing so is required for you to finance the Total Cost and assign this Agreement in accordance with sub-paragraph 28.15 and if you wish to do so, you agree to inform us in writing prior to registering any notice of the Agreement or any other notice against title to the Lands. In any event, you agree not to register any such notice before the Completion Date;
- 28.11 **Decisions of architect and engineer**: to accept the decision of our architect and the Corporation of the City of Toronto Building Department as to compliance by all of us with our obligations under the Agreement, the certificates of whom will be proof of such compliance and will be binding on all of us;
- 28.12 **No holdback**: not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 28.13 **Additional Compliance**: to comply with all obligations of the Resident and the Purchaser as set out in the documents referred to in sub-paragraph 28.1;
- 28.14 **Subordination**: to subordinate and postpone this Agreement and your right to occupy, use and enjoy the Suite to any document referenced in sub-paragraph 28.18 without condition and to any mortgages or other encumbrances registered with our consent against the Lands, on the condition that each such mortgagee agrees as a term of its mortgage that it will not disturb your occupation, use and quiet enjoyment of the Suite, Parking Space and the Storage Space, nor the Transfer rights of the Purchaser under paragraph 35, so long as you are not in default under this Agreement. You hereby irrevocably appoint the Corporation your attorney for the purpose of granting any such subordinations and postponements and receiving such agreements not to disturb your occupation, use and quiet enjoyment and the right to Transfer. The Corporation shall ensure that all construction mortgages against the Lands are fully discharged once all Suites at Trinity Ravine Towers have been completed and all the Suites are sold and the transactions closed;
- 28.15 **No liens**: not to permit any lien or encumbrance of any kind to be registered against the title to the Lands by any person who has supplied materials or services to the Suite;
- 28.16 **Easements**: to permit the immediate entry of all persons acting pursuant to easements granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers
- 28.17 **Lease**: not to rent the Suite to any individual(s) without our express prior written consent;

28.18 **Adjacent Development:** not to object to the severance, development and rezoning (if required) of any land owned by the Corporation, its assignees or related corporations, either currently or in the future, for the purposes of multi-storey residential buildings geared to individuals aged 55 years or older, or for any use that is compatible with or ancillary to Trinity Ravine Towers as determined by us, acting reasonably. You hereby appoint the Corporation as your attorney to sign and deliver on your behalf:

- (i) all documents reasonably required by us in connection with the development of the lands referenced in this subparagraph 28.18 or any lands severed therefrom, including, without limitation, development agreements (site plan agreements, etc.) cross-easements, cross-servicing and operating agreements entered into with the municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers and such lands or severed lands, and all other parties to such agreements and easements for and with respect to services and rights related to such severed lands and affecting Trinity Ravine Towers and/or such lands or severed lands,
- (ii) all required postponements and subordinations of the Life Lease Interest and notices of agreements, to the agreements and easements referred to in the preceding paragraph, and,
- (iii) any other instruments by which you would partially release discharge or vacate any registered Notice of this Agreement in order to permit a conveyance of part of the Lands to a municipal or provincial authority having jurisdiction as a condition of any *Planning Act* approvals granted with respect to any of the lands referenced in this subparagraph 28.18.

You acknowledge that you have been made aware of future development adjacent to Trinity Ravine Towers and that this development activity may cause some noise and minor disruption during the completion of such construction work.

28.19 The Purchaser and the Residents hereby indemnify the Corporation against all losses, costs, damages or injury caused to the Common Areas and Facilities or any part of Trinity Ravine Towers, its residents, employees, guests, invitees, or contractors by the willful, unlawful or negligent act or omission of the Purchaser, his or her permitted occupants, guests or those for whom the Purchaser is in law responsible. In such event, the Purchaser shall also be responsible for payment to the Corporation of any deductible amounts in the Corporation's insurance obtained pursuant to subparagraph 37.1(a).

29. **Our Promises:** We covenant ("promise") as follows, in the knowledge that you are relying on our covenants ("promises") in entering into the Agreement and that such covenants ("promises") survive the completion date:

29.1 **Compliance:** to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under

- (i) subdivision, development, site plan, fence and boundary, or other agreements with any municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers;
- (ii) easements and rights granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers;
- (iii) reservations and restrictions contained in the original grant from the Crown;
- (iv) building and zoning by-laws;

29.2 **UFFI:** not to include urea formaldehyde foam insulation in the Suite;

29.3 **Construction liens:** to indemnify you from any construction lien arising from work, materials or services supplied by or through us to the Suite.

29.4 **Encumbrances against the Lands:** that all construction financing is paid off and the related construction mortgages against the Lands (but

specifically not including any encumbrances referred to in sub-paragraphs 28.18(i) and 29.1 of this Agreement) shall be fully discharged once all Suites at Trinity Ravine Towers have been completed, all Suites are sold and all of those transactions have been closed and completed. We undertake that after all the Suites in Trinity Ravine Towers are completely sold and occupied, we shall not register any mortgage financing against the Lands without first informing you, and then only provided we have obtained a non-disturbance agreement for your Suite, from such mortgagee in accordance with sub-paragraph 28.14 if the mortgagee requires a postponement or subordination from the Purchaser as a condition of its loan.

- 29.5 **Transfer by the Corporation:** that we will not convey our fee simple title to the Lands to any third party other than another not for profit or charitable corporation, or a not for profit corporation the members of which consist solely of purchasers and residents of Trinity Ravine Towers.
- 29.6 **Residents' Association:** the Corporation anticipates that the Residents would form a Residents' Association to represent the Residents' interests and provide input regarding the management of Trinity Ravine Towers, in accordance with the Corporation's Residents' Association policy. The Corporation will facilitate the formation and provide reasonable assistance with the ongoing operation of such Association, provided that the Corporation retains final decision-making authority. Membership to the Residents' Association will be limited to the individual(s) noted as Residents only with one (1) vote per Suite.

**SPECIAL CIRCUMSTANCES BEFORE COMPLETION**

- 30. **Death prior to Completion Date:** In the event of the death prior to the Completion Date of a Purchaser who has also signed this Agreement as Resident, and provided that there is no surviving Purchaser, who has also signed this Agreement as Resident, we shall refund the Deposit to the Purchaser's estate not later than one hundred and twenty (120) days after we receive a death certificate from the deceased Purchaser's personal representative and a written request to terminate this Agreement.
- 31. **Default prior to Completion Date:** If you inform us on or before the Completion Date that you are unable or unwilling to complete your obligations under the Agreement for any reason other than as set forth in paragraph 30, we, at our option, will be relieved of any obligation to make any formal tender upon you. We may treat such information as default under the Agreement. In that case, in addition to all other remedies available to us, we may declare the Agreement terminated. Upon such default, we will be under no further obligation to you and we will be entitled to either retain the Deposit and sue you for damages or retain the Deposit as liquidated damages and not as a penalty.

**TERMINATION UPON DEFAULT**

- 32. **First notice:** While this Agreement is in effect, you will be in default ("Default") upon the occurrence of any of the following events:
  - 32.1 you fail to deliver the Deposit as required under sub-paragraphs 12.1 or
  - 32.2 you fail to pay the Occupancy Charge when due, or
  - 32.3 you do not perform or you break any of your covenants or agreements ("promises") in this Agreement, or
  - 32.4 the Suite, Parking Space or Storage Locker is used by anyone other than those entitled to use them under this Agreement, or
  - 32.5 any lien, execution or encumbrance arising from any action or default by you is charged against or affects the Lands, or
  - 32.6 the Suite remains vacant for twelve (12) consecutive months.

Upon Default, we may deliver to you, a notice of termination of this Agreement (the "Notice of Termination"), to be effective not earlier than the 21st day after such notice is given. The Notice of Termination will specify the act or acts that constitute Default and will require you within seven (7) days of the date of the Notice of Termination to

- (i) cease the acts specified, and
- (ii) pay to us the reasonable costs of responding to your Default and repairing any damage caused by such acts to Trinity Ravine Towers, the Common Area and Facilities, Suite, Parking Space or Storage Locker, and
- (iii) pay to us the costs of discharging any lien, execution or encumbrance referred to in sub-paragraph 32.5.

If you comply with the terms of the Notice of Termination, you will not be considered in Default. If you fail to comply with the Notice of Termination, then we in our discretion may apply immediately to a Court for a writ of possession.

33. **Second notice:** If within 6 months after the date that a Notice of Termination has been given, you again commit an act of Default, we may deliver a second Notice of Termination to be effective 21 days after such notice is given and we may in our discretion apply at the time of such delivery to the Court for a writ of possession.
34. **Termination:** If the Agreement is terminated under paragraphs 32 or 33, we will advertise the Life Lease Interest for transfer, at its fair market value determined by an accredited appraiser with an A.A.C.I. designation chosen by us, and we will pay the Purchaser the transfer price paid by the new Purchaser, less costs and damages suffered by us as a result of your Default, the reasonable costs of recovery and transfer, including without limitation, real estate agent's commission, all solicitor's costs (on a substantial indemnity basis) and court costs, the cost of any repairs and redecorating reasonably required to market the Life Lease Interest, the cost of the appraisal, our administration and transfer fee for the Suite pursuant to sub-paragraph 35.5, and any money you owe us and the costs incurred by us to remove and dispose of any of your furniture or personal effects found in Trinity Ravine Towers or the Suite after we have recovered possession. You will sign and complete all documents necessary to remove from title to the Lands any lien, execution, notice or encumbrance arising as a consequence of your occupation, use and enjoyment of the Suite, so as to permit a transfer of the Life Lease Interest free of any such registrations. Such documents will be delivered to us before we will pay you your share of the transfer price. You hereby appoint us as your Attorney for the sole purpose of signing and delivering such documents if you fail to deliver them to us within 7 days of our written request to you.

### **TERMINATION UPON TRANSFER**

35. **Transfer:** In this Agreement, "Transfer" means the sale, exchange, or other disposition of the Life Lease Interest, including the Resident's right to occupy, use and enjoy the Suite. The Purchaser or his/her personal representative may at any time list the Life Lease Interest for Transfer, provided that the following procedure is followed:
- 35.1 You or your personal representative must first offer the Suite for Transfer to individuals on our waiting list. If there are no individuals on such waiting list or if you cannot negotiate a satisfactory Transfer within fourteen (14) days, you may then list your Suite with a real estate agent or attempt to Transfer the Life Lease Interest privately.
  - 35.2 Every listing agreement that you or your personal representative enters into with a real estate agent shall include a provision whereby persons introduced to you or your personal representative by us (from a waiting list which we may maintain from time to time) shall be excluded from the listing agreement.
  - 35.3 Every agreement of purchase and sale that you or your personal representative enters into shall include a grant to Global Kingdom Ministries of a right of first refusal as set out in subparagraph 35.4 and shall comply with Schedule "J" (age and occupancy requirements).
  - 35.4 You or your personal representative agree to provide us with a copy of any accepted agreement of purchase and sale within two days of acceptance and we agree to provide you or your personal representative with notice of our intention to exercise our right of first refusal, or the waiver of our right of first refusal, on or before 4:59 p.m. on the 3rd day after we receive a copy of the accepted agreement of purchase and sale.



- 35.5 You or your personal representative shall pay us an administrative and transfer fee as set out in 35.5(i), 35.5(ii), 35.5(iii) below.
- (i) If there are individuals on our waiting list and a successful transfer is completed between you or your personal representative and a person on our waiting list, you or your personal representative shall pay us an administrative and transfer fee of five percent (5%) of the price.
  - (ii) If there are no individuals on our waiting list and you or your personal representative find an individual or party whereby an agreement of purchase and sale is accepted and executed by both parties, you or your personal representative shall pay us an administrative and transfer fee of two and a half percent (2.5%) of the price.
  - (iii) If you or your personal representative choose to list your property on the Toronto Real Estate Board or similar Real Estate Board with a licensed broker, and real estate sales person and you or your personal representative enter into an agreement of purchase and sale with a person for the Life Lease Interest that is accepted and executed by both parties, you or your personal representative shall pay us an administrative and transfer fee of One Thousand Five Hundred Dollars (\$1500).
- 35.6 Our right of first refusal does not apply to a Transfer of the Life Lease Interest to your spouse, (as defined in Part III of the *Family Law Act*, R.S.O. 1990, c. F.3 as amended from time to time) and/or your issue, a trust in which the sole beneficiaries are you, your spouse and/or issue, as well as to any corporation of which all of the issued and outstanding voting shares are owned by you, your spouse and/or issue. It also does not apply to a Transfer of the Life Lease Interest in your will to any person, whether or not such person is your spouse or issue. No administrative and transfer fee is payable upon any Transfer referred to in this clause.
- 35.7 **Completion of Transfer:** A Transfer of your right to occupy shall be completed by us as follows:
- (i) You or your personal representative shall deliver a fully executed Surrender of the Life Lease Interest to us and we shall deliver a Release of your obligations under this Agreement to you or your personal representatives at which time your right to occupy, use and enjoy the Suite and your other rights under this Agreement are terminated.
  - (ii) The new Purchaser shall have entered into a life lease occupancy agreement in the form then used by us.
  - (iii) You or your personal representative shall insert a clause provided by us into the Agreement of Purchase and Sale irrevocably instructing your solicitors to pay us the appropriate fee to enable us to successfully complete the transfer as set out in sub-paragraph 35.5, except in the case of a transfer under sub paragraph 35.6.
  - (iv) You or your personal representative shall deliver to us all keys, access cards and/or garage door openers to Trinity Ravine Towers, the Suite, and the storage space in your possession.
  - (v) You or your personal representative shall deliver to us all keys, access cards and/or garage door openers to Trinity Ravine Towers, the Suite, and the storage space in your possession and any other items related to the Common Areas and Facilities.
- 35.8 Until the Transfer is completed pursuant to sub-paragraph 35.7, the Purchaser shall remain responsible for the Occupancy Charge and all other charges described herein.
- 35.9 We shall not be responsible for any costs incurred by you, your personal representative or by a transferee in connection with the Transfer.
- 35.10 Upon Transfer, you shall give us vacant possession of the Suite. If vacant possession is not given, we shall have the right to dispose of any furniture or items, at our discretion and at your expense.



35.11 **Death:** Upon the Purchaser's death, the Purchaser's personal representatives may transfer the Life Lease Interest:

- (i) **without payment of any administrative and transfer fee** to a person or transferee referred to in sub-paragraph 35.6 in accordance with the procedures set out in sub-paragraph 35.7; or
- (ii) **upon payment of the appropriate administrative and transfer fee** to any other person or transferee in accordance with the procedures set out in paragraph 35;

The right of any person who has signed this Agreement or any amendment as Resident to occupy use and enjoy the Suite and Common Areas and Facilities shall be terminated upon the Transfer.

### **DAMAGE**

#### **36. Damage:**

- 36.1 **Termination of Agreement:** If the Suite is destroyed, or so damaged by fire or other casualty so as to make it uninhabitable in the opinion of our architects, we may terminate the Agreement in our discretion. In such event, we will pay the Purchaser 95% of the fair market value of the Life Lease Interest immediately prior to such destruction or damage determined in the manner set forth in paragraph 34 as if such damage had not occurred, less any and all outstanding amounts owing to us by you out of insurance proceeds paid to us by our insurer for the value of the Suites, provided however that if the insurance proceeds for the damaged or destroyed Suites total less than the amounts otherwise payable to Purchasers of Suites under this sub-paragraph, you will be paid your Proportionate Share of the insurance proceeds for the damaged or destroyed Suites. Furthermore, to the extent that your insurance reduces the payment by our insurers to us for the damaged or destroyed Suites, our payment to you will be reduced by that amount. If we terminate the Agreement, we will give the Purchaser notice of our intention to do so within 90 days of the date of such destruction or damage. We will not be obligated to pay to the Purchaser any more than is set out in this sub-paragraph. The Corporation will not be required to pay you anything under this sub-paragraph if the destruction or damage was, in the reasonable opinion of the Corporation, caused by any willful, unlawful or negligent act or omission of yours, your permitted occupants, guests, invitees or anyone else for whom you are in law responsible.
- 36.2 **Reconstruction:** If the Suite is destroyed or damaged by fire or other casualty and we do not so terminate the Agreement, we will diligently repair or reconstruct the Suite but only to the extent of the proceeds received by us from our insurers. The Occupancy Charge will abate entirely between the date of such destruction or damage and the date on which the repairs or reconstruction are substantially completed. If we repair or reconstruct the Suite, we may use plans, specifications and working drawings other than those used in the original construction of the Suite.
- 36.3 **Abatement:** If the Suite is damaged so as to be in our opinion made uninhabitable in part only, within 90 days of damage, the Agreement continues in effect and we will diligently repair or reconstruct that part of the Suite, but only to the extent of proceeds received by us from our insurers. The Occupancy Charge will abate proportionately on the portion of the Suite that is made uninhabitable from the date of destruction or damage to the date on which the repairs or reconstruction are substantially completed.
- 36.4 **No abatement:** If in our opinion, acting reasonably, the Suite is damaged but in our opinion is not made uninhabitable in whole or in part, this Agreement continues in effect and the Occupancy Charge will not abate.
- 36.5 **No abatement if negligence:** Despite anything else in the Agreement, the Occupancy Charge will not abate for destruction or damage if in our opinion any such destruction or damage is caused by any willful or unlawful or negligent act or omission of the Purchaser or Resident, his or her permitted occupants, guests or those for whom the Purchaser or Resident in law are responsible.

- 36.6 **Damage to Your Property:** The Corporation shall not be responsible for damage to any additions, improvements or betterments that you make to the Suite or to your furnishings, fixtures, equipment, decorating and personal property and chattels contained within the Suite, elsewhere on the Lands or in Trinity Ravine Towers, including any automobiles.

### **INSURANCE**

37. **Insurance:**

- 37.1 **By the Corporation:** We shall obtain and maintain to the extent obtainable the following insurance:

- (a) **"All Risk" Insurance:** Insurance against "all risks" as is generally available from commercial insurers in a standard "all risk" insurance policy and insurance against such other perils or events as we from time to time deem advisable, in an amount equal to the full replacement cost. This insurance will include, but not be limited to, building, corporation-owned contents, business interruption (actual loss sustained), debris removal and by-law coverage.

The policy of insurance will:

- (i) insure the Lands and Trinity Ravine Towers, but exclude improvements and betterments made or acquired by the Purchaser;
- (ii) insure all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Purchaser; in an amount equal to the full replacement cost. The maximum deductible under such insurance shall not exceed Ten Thousand (\$10,000.00) Dollars per occurrence. Every policy of insurance shall insure the interests of the Corporation, the Residents and Purchasers from time to time, as their respective interests may appear, and shall contain the following provisions:
- (iii) contain waivers of subrogation against us, our directors, officers, managers, agents and employees and as against the Purchaser and Resident(s) except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (iv) contain a waiver of any defense based on co-insurance (other than a stated amount co-insurance clause);
- (v) **Public Liability Insurance:** Insure us for public liability and property damage and provide insurance against any liability resulting from a breach of our duty as an occupier of the Common Areas and Facilities and insuring the liability of the Corporation with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence and without right of subrogation as against us, our directors, officers, managers, agents and employees, and as against the Purchaser and the Resident(s).
- (vi) **Boiler, Machinery and Pressure Vessel Insurance:** Insure against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- (vii) **Directors and Officers Insurance:** Insurance for directors and officers of the Corporation shall be acquired by the Corporation, with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence.

37.2 **General Provisions:**

- (a) We shall have the exclusive right, on our own behalf and as the Purchaser's agents, to adjust any loss and settle any claims with respect to all insurance placed by us, and to give such releases as are required, and the Purchaser shall be bound by such adjustment; provided, however, that we may in writing, authorize the Purchaser to adjust any loss to the Suite.

- (b) Every mortgagee of a Suite shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Purchaser and Resident. Renewal certificates or certificates of new insurance policies shall be furnished to each Purchaser and Resident, and to each mortgagee who have requested same. We shall keep the policy for any insurance coverage in our offices, available for inspection by the Purchaser or any mortgagee on reasonable notice.
- (d) No insured other than us shall be entitled to amend any policy or policies of insurance obtained and maintained by us. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in this Agreement.
- (e) Prior to obtaining any policy or policies of insurance under clauses (a), (b), (c) of this sub-paragraph, or any renewal or renewals thereof and at such other time, we shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property insured for the purpose of determining the amount of insurance to be obtained.

### 37.3 **By The Purchaser:**

You acknowledge that the foregoing insurance is the only insurance required to be obtained and maintained by us and that you should obtain and maintain the following insurance, or any other insurance you consider advisable, for your own benefit:

- (a) Insurance on any additions, improvements or betterments that you make to the Suite and for your furnishings, fixtures, equipment, decorating and personal property and chattels contained within the Suite, and your personal property and chattels stored elsewhere on Trinity Ravine Towers, including any automobiles, and for loss of use and occupancy of the Suite in the event of damage.
- (b) Public liability insurance, in an amount not less than Five Million (\$5,000,000.00) Dollars, covering the liability of the Purchaser, Residents, tenant, invitee or licensee of such Purchaser, to the extent not covered by any public liability and property damage insurance obtained and maintained by us. The Corporation shall be a named beneficiary of that liability insurance.
- (c) Insurance for additional living expenses incurred by the Purchaser or Resident if forced to vacate the Suite by one of the hazards protected against by the Corporation's insurance policy or policies.
- (d) Your insurer shall agree to waive and right of subrogation against us, our directors, officers, managers, agents and employees.
- (e) You will not be permitted occupancy until you produce evidence of bound insurance outlined in sub-paragraphs 37.3(a), 37.3(b) and 37.3(c).

### 37.4 **Proceeds of Insurance:**

In the event that:

- (a) the Corporation is obligated to repair or replace the Common Areas and Facilities, any Suite, or any property insured in accordance with this Agreement, or contribute to the repair or replacement of the recreational amenities. The Corporation shall disburse all proceeds in order to satisfy the obligation of the Corporation to make such repairs.
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with sub-paragraph 36.1, or otherwise, the Corporation shall hold and pay all proceeds for you according to your respective Proportionate Share up to the maximum payment provided in sub-paragraph 36.1. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or

mortgagees to whom such loss is payable under any policy of insurance and in satisfaction of any amount due to you by us.

38. **Disclosure Statement:**

- 38.1 Prior to completion, the Corporation will deliver to you a Disclosure Statement, which will include the following:
- (a) A summary of any unsatisfied judgments against the Corporation, and any threatened actions, suits or proceedings of which the Corporation is aware;
  - (b) A statement that the Corporation has not, or is not contemplating giving notice to convene a special or general meeting of Purchasers or members of the Corporation respecting the dissolution or winding up of the Corporation, any substantial change in the assets or liabilities of the Corporation;
  - (c) A proposed operating budget for the current and, if available, next fiscal year of Trinity Ravine Towers, including projected additions to, and disbursements from, the Reserve Fund;
  - (d) A detailed description of the manner of determining the calculation of the Occupancy Fee for each Suite;
  - (e) Copy of a Certificate of Insurance in connection with the insurance to be maintained by the Corporation.
- 38.2 On completion, the Corporation will deliver a Certificate to you warranting the accuracy of the information contained in the Disclosure Statement as of the Completion Date.

39. **Schedules:** The following schedules are part of this agreement:

Schedule "F" Legal Description  
 Schedule "G" Common Areas and Facilities  
 Schedule "H" Rules and Regulations  
 Schedule "I" Features and Specifications  
 Schedule "J" Admission Criteria  
 Schedule "K" Dispute Resolution  
 Schedule "L" Suite Floor Plan  
 Schedule "M" Amending Agreement for Lenders

40. **No merger:** All rights and obligations in the Agreement survive the Completion Date and do not merge because of the occupancy of the Suite.
41. **Governing law:** The Agreement is governed by the laws of Ontario and Canada.
42. **Entire agreement:** The Agreement is the entire agreement among all of us dealing with the matters contained in it and supersedes any prior agreements. No modification of this Agreement is binding unless it is written and signed by all of us. No warranties, declarations or undertakings will be given or required on the Completion Date, except as stated in this Agreement.
43. **Severability:** If any term of the Agreement is illegal or unenforceable, the remaining terms of this Agreement are not affected.
44. **Successors and assigns:** The Agreement benefits and binds you, your legal or personal representatives, your permitted assigns and our successors and assigns.
45. **Non-waiver:** The Board of the Corporation may make exceptions to the provisions of this Agreement for special circumstances. No departure from or waiver of the terms of the Agreement authorizes any prior or later departure or waiver. We are not obliged to continue any departure or waiver or to permit any later departure or waiver.
46. **Notice:** Where the Agreement allows or requires a notice to be given to a party, this notice may be given by delivering it by facsimile transmission, followed by an immediate mailing by prepaid registered mail addressed to the party at the party's last known address. If there is an interruption in normal postal delivery, delivery of such notice must be made personally.

47. **Further assurances:** All of us will, at the request of any other party, execute such further documents as may be required to give effect to the Agreement.
48. **Remedies cumulative:** All our remedies are cumulative and the exercise of one will not deprive us of the others.
49. **Planning Act compliance:** This Agreement shall be effective to create an interest in the Lands only if the Corporation complies with the subdivision control provisions of the *Planning Act* by the Completion Date. The Corporation covenants to proceed diligently at its expense to obtain any necessary consent by the Completion.
50. **Force majeure:** The parties are not liable for any liability, cost or expense incurred due to labour disputes, riots, natural catastrophes, explosions, acts of God, or any other similar event which is beyond the reasonable control of the parties. Any failure or delay by a party in the performance of its obligations under the Agreement due to such causes is not a breach of the Agreement.
51. **Representations and warranties:** Any floor, zoning, grading or other plan or sketch, including a site plan, landscaping plan or phasing plan, is a general depiction for illustration purposes only and does not bind us. We provide no warranty in connection with sod, shrubs, grass, trees, or other landscaping.
52. **Headings:** The headings of the paragraphs and sub-paragraphs of the Agreement are inserted for convenience only and are not part of the Agreement.
53. **Dispute Resolution:** Any dispute arising between the parties under this Agreement may be referred to mediation and, if necessary, arbitration pursuant to Schedule "K" hereof.
54. **Time of the Essence:** Time is of the essence of this Agreement.
55. **Amendments to Lease:** The Corporation may also amend this Agreement from time-to-time to reflect current policies and procedures, provided that the intent of this Agreement is unaffected.

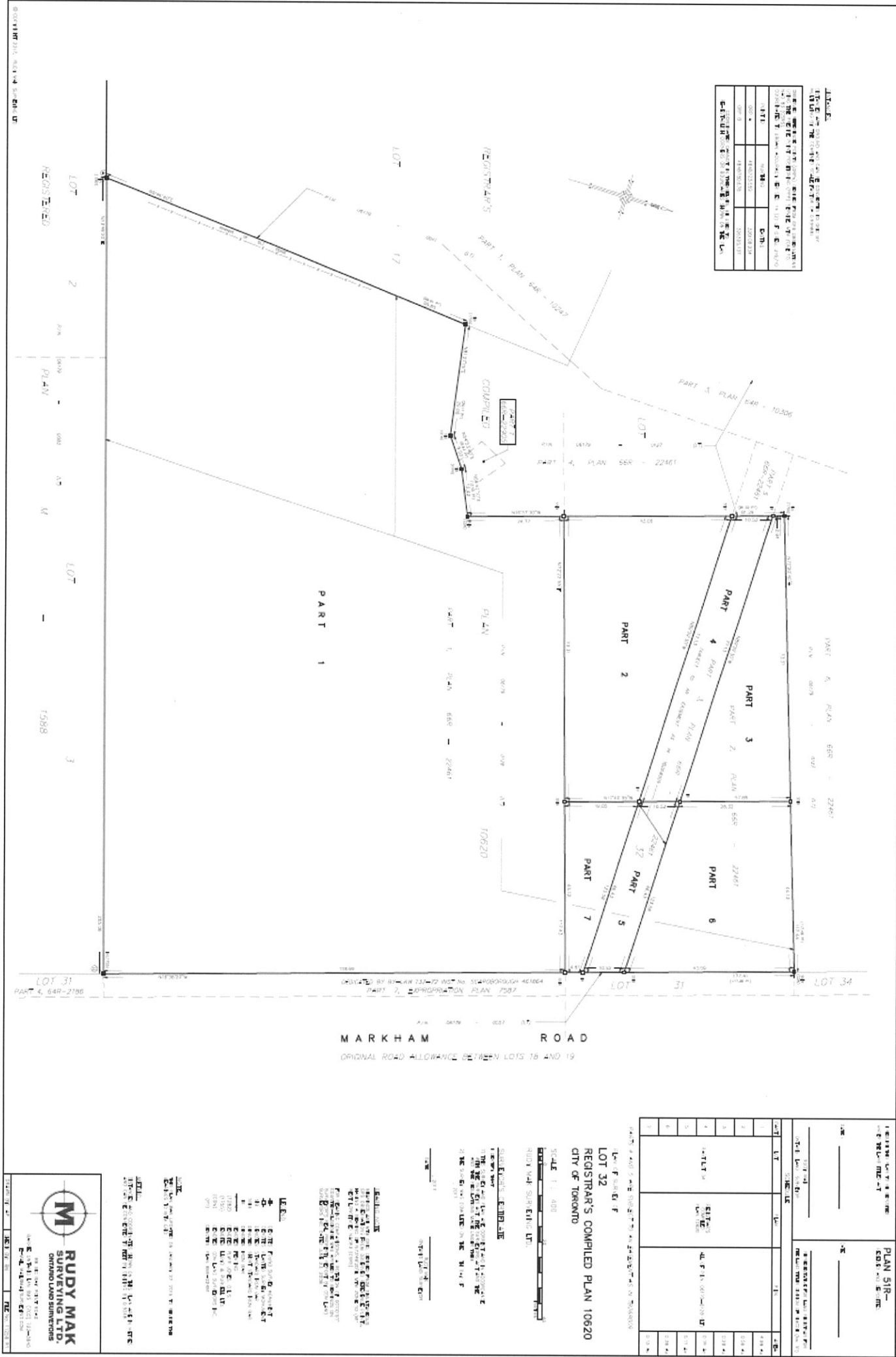


**SCHEDULE "F"**

**LEGAL DESCRIPTION**

**Part of Property Identifier Number: 06179-0128 (LT).**  
**Municipal Address: New Municipal Number to be Allocated to the North**  
**part of 1250 Markham Road, Toronto, Ontario, M1H 2Y9**

PART OF LOT 32 RCP 10620, BEING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCARBOROUGH, SUBJECT TO AN EASEMENT AS SET OUT AS INSTRUMENT TB268009; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRIBED AS PARTS 5, 6 & 7 OF THE DRAFT REFERENCE PLAN ATTACHED.



**SCHEDULE "G"**

**COMMON AREAS AND FACILITIES**

The entirety of Trinity Ravine Towers, and the surrounding grounds on the Lands, including all sidewalks, entry passageways, walkways, driveways, and other accesses to and from the Suite, and the dining/multi-purpose room, activity rooms, theatre or media room, lobby, library, exercise/fitness and wellness rooms, other activity rooms, public washrooms, resident storage locker room(s), common kitchen, and resident lounges, but excluding the Suite and suites occupied by other Purchasers and areas designated as service rooms.



**SCHEDULE "H"**

**RULES AND REGULATIONS**

**FORMING PART OF LIFE LEASE OCCUPANCY AGREEMENT**

The following rules and regulations shall be observed by the Resident, and the term "Resident" shall include the Resident named in the attached Agreement, or any other person(s) occupying the Suite:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Any damage resulting to them from misuse, or from unusual or unreasonable use, shall be borne by the Resident who, or whose guests, visitors, servants, or agents, shall cause it.
2. No sign, advertisement, or notice, except as may be approved and erected by the Corporation, shall be inscribed, painted, affixed, or placed on any part of the inside or outside of Trinity Ravine Towers, the Suite or the Common Areas and Facilities whatsoever.
3. The Resident shall not do, or permit anything to be done in the Suite, Common Areas and Facilities, or bring or keep anything therein, which will in any way increase the risk of fire or the cost of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other residents, or in any way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the fire department, or with any insurance policy carried by the Corporation or any Resident, or conflict with any of the rules and ordinances of the board of health, or with any statute or municipal by-law.
4. Water shall not be left running unless in actual use.
5. The Resident shall not place, leave or permit to be placed or left in or upon the Common Areas and Facilities, any debris, refuse or garbage.
6. The Resident, his/her guests, visitors and servants shall not create or permit the creation of, or continuation of, any noise or nuisance which, in the opinion of the Corporation, may or does disturb the comfort and/or quiet enjoyment of the property by other residents, their guests, visitors, servants and persons having business with them.
7. Nothing shall be thrown out of the windows or doors of the Suite.
8. With the exception of guide-dogs required by the visually impaired, the Corporation has adopted a pet policy that permits Residents to house domestic pets (cats, dogs, birds, and fish) on **specific floors**. Any resident wishing to house a pet must obtain written approval from the Corporation and execute and agree to the terms of the Corporation's pet policy. Only one (1) dog or cat is permitted per suite and these pets must be spayed or neutered, and limited to a mature weight of no more than twenty-five (25) pounds or eleven (11) kilograms. No other animals of any kind will be permitted, including exotic, fowl, livestock or aggressive pets of any nature. No pet that is deemed by the Corporate in its absolute discretion to be a nuisance shall be kept by the Resident in the Suite. A Resident shall, within one (1) week of receipt of written notice from the Corporation requesting the removal of such pet, permanently remove such pet from the Suite or be considered in default under the Agreement. The breeding of any animals of any kind at Trinity Ravine Towers is strictly prohibited.
9. No Resident shall overload existing electrical circuits.
10. No stores of combustible or offensive goods, provisions or materials shall be kept in the Suite, Parking Space, Storage Locker, the Common Areas and Facilities or elsewhere in Trinity Ravine Towers.
11. No noise, caused by any instrument or other device, or otherwise, which, in the opinion of the Corporation, may be calculated to disturb the comfort of the other residents will be permitted.
12. The sidewalks, entry, passageways, walkways and driveways used in common by the residents shall not be obstructed or used by any of the residents, their guests or persons having business with them for any purposes other than for ingress and egress to and from their respective Suites.

13. No motor vehicle (other than a private passenger automobile, station wagon, or minivan) or commercial vehicle, boat, camper or trailer (other than a half-ton or less truck) shall be parked in the Parking Space or on any part of the Common Areas and Facilities, nor shall any repairs be made to such motor vehicle in the Parking Space or on the Common Areas and Facilities, and no motor vehicle shall be driven on any part thereof other than on a driveway or Parking Space.
14. No motor vehicle shall be parked on any part of the Common Areas and Facilities other than a designated parking space. Machinery or equipment of any kind shall not be parked on any part of the Common Areas and Facilities.
15. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Lands or within Trinity Ravine Towers, including grass, trees, shrubs, hedges, flowers or flower beds.
16. Any loss, cost, or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any Resident, his guests, servants or occupants of his Suite shall be borne by such Resident and may be recovered by the Corporation from such Resident in the same manner as the Occupancy Charge referred to in this Agreement.
17. No bicycles or scooters shall be driven on any part of the Common Areas and Facilities other than on roadways, driveways and sidewalks, with the exception of wheelchairs. All bicycles and scooters must be stored within the Suite, Parking Space, Storage Locker or designated storage room(s).
18. Other than the parking spaces reserved for the exclusive use and occupation of all Residents, and those designated for handicapped parking, parking spaces cannot be reserved. Subject to the foregoing, all parking areas are for the common use of all residents and their visitors. All overnight guests parking in designated visitor parking areas are required to notify the property manager and shall prominently display a sticker in their front windshield provided by the Corporation.
19. Residents may not alter or add to the Suite, any structures without the written permission of the Corporation. Should any structure be erected without permission, it will be removed by the Corporation, and the cost of such removal will be added to the Occupancy Charge.
20. Water taps that are intended for the common use of all residents must be kept easily accessible to the Corporation and all other residents.
21. The Corporation has declared Trinity Ravine Towers a non-smoking environment in accordance with the Ontario Tobacco Act, neither you or your guest shall smoke in any of the common areas,
22. Any alterations or additions to the Rules and Regulations as may be made by the Corporation shall be effective upon approval by the Corporation and delivery of a copy of the same to the Resident.
23. Alterations or repairs (other than of an emergency nature) to Suites by professional workmen will be allowed between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday only.
24. Any type of work performed by a Resident of a nature which could disturb other Residents must be done between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday only.
25. Except in emergencies, the Corporation or its agents shall not enter the Suite without giving 24 hours written notice to the Resident, specifying a time during daylight hours. The Corporation shall have the right to show the premises during reasonable hours, to a prospective purchaser after written notice by the Purchaser of moving or intent to Transfer his/her Life Lease Interest.
26. No exclusive use balcony, patio or terrace is to be used for storage of any personal property of the Resident. Only seasonal furniture is allowed on balconies, patios and terraces, and no barbecuing is permitted.
27. All drapery must be beige in colour or lined with beige material so as to give Trinity Ravine Towers a uniform exterior appearance.
28. No satellite dish, television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Suite or Common Areas and Facilities or on

any part of the Lands, except by the Corporation in connection with a common television cable system.

29. No structures or partitions, whether affixed or free-standing, may be erected on any patio, balcony or terrace. Other than typical patio furniture (chairs, table and non-affixed umbrella), all planters, furniture and outdoor fixtures must be approved by the Corporation prior to being placed on such outdoor space. No pavers or patio stones on private terraces may be lifted or disturbed by Residents.
30. The Suite shall not to be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
  - (i) the carrying on of a business that requires access by the public;
  - (ii) hotel or boarding or lodging house use. For greater certainty, use of a Suite for short term leasing, whether through companies such as Airbnb, VRBO or similar business enterprises, is strictly prohibited; and
  - (iii) any transaction where any party who is not a Resident acquires a right is or entitlement to use or occupy the Suite on a transient use basis or under any arrangement commonly known as time sharing.
31. For the purposes of the Rules, any "transient" use of a Suite includes, but without limiting its general meaning, the use or occupancy of a Suite for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
32. Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Rules and Regulations shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.
33. The initial term of any occupancy agreement the Purchaser wishes to enter into with a proposed occupant must be for a period of not less than one (1) year. All arrangements for occupancy by a person who is not a Resident of the Suite shall be in writing and provided to the Corporation for review to allow it to determine whether to consent to allowing the occupancy.
34. All washing machines must be installed using barded stainless steel hoses, no rubber hoses are permitted.

**SCHEDULE "I"**

**FEATURES AND SPECIFICATIONS**

**EASY-LIVING DESIGN FEATURES**

- entrance, bedroom, main bathroom & master ensuite doors 3' wide
- no suite door less than 2'10" to accommodate future walkers or wheelchairs
- levered hardware on all doors
- easy grip cabinet handles on kitchen and bath cabinets
- single-levered bath and kitchen faucets
- "toe-tester" in all tubs and showers, pressure balanced temperature controls
- adjustable shower wand in all tubs and showers
- spacious master bathrooms
- medicine cabinet in master bath
- paddle or decora type light switches
- lower light switches and thermostats at 4' height
- higher electrical receptacles - 18" off floor
- laundry hook-ups for stacked washer/dryer
- fan-coil units for heating/cooling with individual controls in each suite for heating & cooling on demand anytime of the year
- linen cupboard and shelves in each suite

**RESIDENT SAFETY & SECURITY FEATURES**

- television monitored security surveillance cameras at front vestibule, underground garage and other unsupervised areas throughout building
- telephone-controlled main entry security system in front vestibules
- wide public corridors (5'-5" minimum) with handrail on one side
- keyless resident security access pads with automatic door operators
- sprinkler heads and smoke and heat detectors in each unit
- individual smoke detectors hardwired to electrical panel
- electric range disconnect integrated with smoke-detector
- extra lighting and panic buttons in underground garage
- room-to-room transitions low or zero thresholds
- remote entry pad for parking garage
- diagonal, rear grab bar and vertical side grab bars in all master ensuites
- ceiling lights in all tubs and showers
- LED lighting in suites and common areas

**GENERAL BUILDING FEATURES**

**General**

- Expansive 9-foot ceilings, 10-foot ceilings in Penthouses
- Roomy balconies and terraces as per suite layout
- 3 elevators – 1 with rear door for moving
- garbage chutes on each floor with recycling area
- wheel chair accessible common areas
- spacious entrance lobby with lounge, water feature and fireplace
- concierge/security desk
- mail room off lobby
- library/reading area off lobby
- meeting/board rooms, media, games and crafts rooms
- communal dining room with commercial kitchen
- garden lounge
- move-in room on with separate rear entrance

- fitness/exercise room

## DETAILED BUILDING AND SUITE FINISHES AND FEATURES

### Kitchen

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex (1 primer, 2 finish coats, touch-up paint provided for each suite)
- choice of custom quality European-style melamine face cabinets with granite countertops
- deep cabinets above refrigerator
- full height pantry
- double compartment stainless steel kitchen sink with single lever faucet
- fridge placement to enable door to be opened beyond 90 degrees for better access, shelf removal and cleaning

### Appliances

- built-in dishwasher with energy-saving cycle, stainless steel
- 18 cubic foot, refrigerator with top-mounted freezer, stainless steel
- 30" self-clean, ceran-top electric range, stainless steel
- integrated microwave range hood
- 27" stacked washer/dryer, white

### Baths

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex, (1 primer, 2 finish coats, touch-up paint provided for each suite)
- one-piece walk-in shower with moulded seat (60" x 35") in all 1 bath suites and in master bathroom
- standard bathtub and shower in 2nd full bath
- single lever faucets at tubs, shower and sink, pressure balanced tub controls
- choice of
- European-style melamine vanity with granite countertops in all baths
- mirrored medicine cabinet in master bathroom, mirror over sink in all 2nd baths & powder room
- exhaust fan in all baths with fan on separate switch
- quality grade plumbing fixtures

### Flooring

- choice of wood-laminate flooring in living/dining room and bedrooms
- choice of porcelain tile in baths, laundry closet and kitchens

### Walls, Ceiling and Trim

- white spray textured stippled ceilings
- gypsum drywall with quality Pearl latex paint (1 primer, 2 finish coats, touch-up paint provided for each suite)
- baseboard to be paint-grade, sanded, primed and painted (1 primer, 2 finish coats)

### Doors and Windows

- quality lever door hardware throughout
- Hollow Core interior doors
- pre-finished sliding patio doors with full glazed panel and screens
- linen shelving in master bedroom closets
- insulated thermally broken low-E windows in pre-finished exterior aluminum frames, operable sections with insect screens
- solid core, wood laminate-faced entrance door with viewer

**Mechanical**

- central high-efficiency gas-fired heating and air-conditioning with individual fan-coil on separate thermostat in each suite
- central high-efficiency gas-fired domestic hot water
- individual "smart-meters" for each suite
- dryer and bath exhaust fans ducted directly to exterior

**Electrical**

- individual electrical service, with copper wiring, circuit breaker panel
- quality interior light fixtures in foyer, kitchen, bedrooms, and bathrooms
- dining room box and switch (purchaser to provide fixture)
- pre-wired for telephone in kitchen, living room, bedrooms and den
- three line telephone cable to each suite for internet or facsimile capability
- pre-wired for cable TV in living room, all bedrooms and den

**Exterior and Common Features**

- quality porcelain or stone tile at entry vestibule and elevator lobbies
- commercial grade carpeting in corridors and lounges
- corridors, vestibule and lobbies to be high quality attractive finish
- garbage chute from each floor, recycling area
- make-up air to be roof-mounted HVAC units for pressurization of all floors
- 3 elevators with laminate cab walls
- amenity and common rooms to be air-conditioned

**Suite Finish Selections****3 standard colour packages to select from, including:**

- wood-laminate flooring
- porcelain tile flooring
- kitchen and bathroom cabinets
- kitchen and bathroom countertops

**Standard Suite Finishes**

- plumbing fixtures to be white
- kitchen appliances to be stainless steel
- stacked washer-dryer to be white

**Upgrade Suite Features (additional cost applies)**

- engineered hardwood flooring (3 selections)
- mirrored sliding closet doors (choice of closets)
- stone kitchen counters (3 selections)
- upgrades to appliances



## SCHEDULE "J"

### ADMISSION CRITERIA

The "Resident", as defined in this Agreement, at *Trinity Ravine Towers* must meet prescribed eligibility and admission criteria and agree to abide by the policies established by the Corporation. This criterion has been established to ensure a homogenous and healthy living community for all residents. **Age:** if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; PROVIDED THAT caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.

1. Any "Purchaser(s)" who will not also be noted as "Resident(s)", as defined in the Life Leaser Occupancy Agreement, must be approved in advance by the Corporation.
2. With the exception of guide-dogs required by the visually impaired, the Corporation has adopted a pet policy that permits Residents to house domestic pets (cats, dogs, birds, and fish) on Specific Floors. Any resident wishing to house a pet must obtain written approval from the Corporation and execute and agree to the terms of the Corporation's pet policy. Only one (1) dog or cat is permitted per suite and these pets must be spayed or neutered, and limited to a mature weight of no more than twenty-five (25) pounds or eleven (11) kilograms. No other animals of any kind will be permitted, including exotic, fowl, livestock or aggressive pets of any nature. No pet that is deemed by the Corporation in its absolute discretion to be a nuisance shall be kept by the Resident in the Suite. A Resident shall, within one (1) week of receipt of written notice from the Corporation requesting the removal of such pet, permanently remove such pet from the Suite or be considered in default under the Agreement. The breeding of any animals of any kind at Trinity Ravine Towers is strictly prohibited.
3. All residents must abide by all policies established for *Trinity Ravine Towers*.



## **SCHEDULE "K"**

### **DISPUTE RESOLUTION**

#### **1. Informal Process**

In the event of any dispute or disagreement between the parties to this Agreement with respect to the interpretation of this Agreement, or the fulfilment or non-fulfilment or alleged breach of the obligations of any party under this Agreement, the parties will meet in person to discuss the problem and negotiate in good faith without the necessity of any formal proceedings. No formal proceedings for the resolution of such dispute may be commenced until a party concludes in good faith that resolution through continued negotiation of the matter in issue does not appear likely.

If the dispute or disagreement between the parties cannot be resolved within twenty-eight (28) business days, a mutually agreed upon mediator may be appointed upon five (5) business days written notice given by any party to assist in the settlement of such dispute. The costs of the mediator shall be shared equally by the parties. If the parties are unable to resolve such dispute within sixty (60) days of the date of such mediator's appointment, it is agreed that any party may at any time after such sixty (60) day period, give written notice to the other party of its desire to submit such dispute to arbitration as outlined under paragraph 2.

#### **2. Formal Process**

Any dispute that has not been resolved informally pursuant to paragraph 1 shall be submitted to arbitration by a party by a written notice (the "Arbitration Notice") to the other party. The date of delivery of the Arbitration Notice shall be the "Notice Date". Subject to the provisions hereinafter set forth, the arbitration will be conducted and determined in accordance with the rules of the International Commercial Arbitration Act, Ontario, as amended from time to time. The procedure mandated by the International Commercial Arbitration Act shall be modified as follows:

- (1) The arbitration will be conducted at a location determined by the parties by a single arbitrator with suitable expertise to be agreed upon by the parties within fourteen (14) calendar days of the Notice Date. If the parties cannot agree on the arbitrator in the time frame stipulated by this paragraph, any party may request a Justice of the Superior Court of Justice to appoint the arbitrator;
- (2) The arbitrator may, for the purpose of encouraging settlement of the dispute, with the consent of the parties, use mediation, conciliation or other procedures at any time during the arbitration proceedings and in so doing will not be disqualified from resuming the role as arbitrator;
- (3) The procedural rules the arbitrator wishes to establish, for the arbitration shall be determined by the arbitrator within fourteen (14) business days of the appointment of the arbitrator. The arbitrator shall commence the arbitration hearing within twenty-eight (28) business days of the appointment of the arbitrator and the arbitration shall be completed within forty-two (42) business days of the date that it is commenced. The arbitrator shall render a decision within fourteen (14) days after the arbitration is completed and such decision shall be final and binding on the parties and neither party shall appeal the decision on any basis to any court;
- (4) Upon failure, refusal or inability of the arbitrator to act, a successor shall be appointed in the same manner as the original appointment;
- (5) The arbitrator shall render the decision in writing with counterpart copies to the parties. The arbitrator shall have no right to modify the provisions of this Agreement, or the constating documents of a party; and,
- (6) The costs of the arbitration, including the fees and expenses of counsel, expert and witness fees, and costs of the arbitrator shall be in the discretion of the arbitrator, who shall have the power to make any award which is just in the circumstances.

#### **3. Performance Notwithstanding Dispute**

During the continuation of such period of any mediation or arbitration no default shall be deemed to have occurred in the performance of any covenant, obligation or agreement under this Agreement, which is the subject matter of such mediation or arbitration.

**SCHEDULE "L"**  
**FLOOR PLAN AS PER ATTACHED**

**SCHEDULE "M"**  
**AMENDING AGREEMENT TO  
LIFE LEASE OCCUPANCY AGREEMENT**

**B E T W E E N**

**GLOBAL KINGDOM MINISTRIES**  
(hereinafter known as the "**Corporation**")

- and -

■  
(hereinafter known as the "**Purchaser**")

- and -

■  
(hereinafter known as the "**Resident**")

- and -

■  
(hereinafter known as "**Lender**")

**WHEREAS** the Purchaser has entered into a Life Lease Occupancy Agreement ("**Agreement**") with the Corporation dated ■, whereby the Purchaser was granted the Life Lease Interest identified in that Agreement;

**AND WHEREAS** the Resident was granted certain rights under the Agreement;

**AND WHEREAS** the Purchaser and Resident for the purposes of this Amending Agreement shall hereinafter be known collectively as the "**Residents**";

**AND WHEREAS** Lender has agreed to loan to the Residents the principal amount of ■ Dollars (\$■) (the "**Loan**") subject to the execution and delivery of and pursuant to the terms of the following documents issued or to be issued in favour of Lender (hereinafter known as the "**Loan Documents**"):

(a)

(b)

**[List any additional Loan Documentation]**

**AND WHEREAS** it is a condition precedent to Lender's obligation to advance the Loan that the Residents and the Corporation enter into this Amending Agreement;

**AND WHEREAS** the parties wish to enter into this agreement (the "Amending Agreement") to amend the Agreement to provide additional rights to the Corporation and to provide certain rights to Lender to facilitate the Loan and the sale of the Life Lease Interest to a new purchaser and the recovery of a portion of the proceeds from that sale by Lender upon any default thereunder.

**NOW THEREFORE** in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto) the parties hereto agree as follows:

1. All capitalized terms used but not defined in this Amending Agreement shall have the respective meaning given to such terms in the Agreement.
2. In addition to the events listed in paragraph 32 of the Agreement, the Corporation and the Residents agree that the Residents' Life Lease Interest shall immediately terminate upon the occurrence of the following events:
  - (a) if the Residents fail to make when due any payment of any principal amount or interest payable in respect of the Loan or if there is any other default or failure in the observance or performance of any other act required to be done under any of

the Loan Documents or any other covenant or condition required to be observed or performed under any of the Loan Documents; and

- (b) if Lender delivers a notice to the Residents and the Corporation of such default and of the termination of the Life Lease Interest. Such notices shall be made to the Residents at the Suite and to the Corporation at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9 to the attention of the Executive Pastor and shall be deemed to have been received, in the case of delivery, on the day of delivery, and in the case of mailing, on the second day after mailing.
- 3. Upon termination of the Life Lease Interest pursuant to paragraph 2 of this Amending Agreement, the Residents shall deliver up vacant possession of the Suite within thirty (30) days of the termination date. The Residents hereby consent to a court order requiring each of the Residents to vacate the Suite in the event that the Life Lease Interest is so terminated.
- 4. Upon termination of the Life Lease Interest pursuant to paragraph 2 of this Amending Agreement, the Lender, instead of the Purchaser, shall have the right to resell the Life Lease Interest, and the procedure set out in paragraphs 34 and 35 of the Agreement shall apply *mutatis mutandis* to any such sale, except that Lender shall have all the rights and obligations of the Residents or their personal representatives set out in those two paragraphs.
- 5. Upon any termination of the Life Lease Interest under the Agreement, other than a termination made under paragraph 2 of this Agreement, the Corporation shall immediately notify Lender of such termination in writing at the Branch of Lender identified in Attachment 2 of this Amending Agreement and the Residents hereby irrevocably direct and authorize the Corporation to provide the Lender with details of the Agreement and the sale of the Life Lease Interest, including the price of the sale.
- 6. Upon any sale of the Life Lease Interest and notwithstanding any other term of the Agreement, the Lender agrees to discharge any and all notices or other registered documents it has or has caused to be registered on title to the Lands or over which it has any control contemporaneously with receipt of the proceeds of the sale of the Life Lease Interest, including any notice or document registered by the Residents on the Lands. The Residents hereby irrevocably authorize and appoint the Lender as their agent and attorney for these purposes.
- 7. All amounts received by Lender arising from a sale of the Life Lease Interest with the exception of the administrative fee set out in sub-paragraph 35.5 of the Agreement, any payments required to be made to the Corporation by set out in paragraph 32 and any amounts required to discharge any liens registered against the Lands which were registered as a result of the Residents actions, which the Lender agrees to pay or cause to be paid to the Corporation contemporaneously with its receipt of the proceeds of the sale of the Life Lease Interest, may be applied to discharge or satisfy any reasonable expenses (including expenses of enforcing Lender's rights under this Amending Agreement and the Loan Documents), borrowings, taxes and other outgoings which are considered advisable by Lender to protect, preserve, repair, process, maintain or which are incurred in connection with the enforcement of the Loan and the Loan Documents, or which are otherwise payable pursuant thereto, or enhance any properties subject to a security interest in favour of Lender or to prepare same for sale, lease or other disposition. The balance of such proceeds from the sale of the Life Lease Interest may, at the sole discretion of Lender, be applied to, or be held as collateral security for, any and all Indebtedness (defined below) (whether or not the same are due and payable) in each case in such manner and at such times as Lender considers appropriate, and thereafter will be accounted for as required by law.
- 8. The Residents hereby indemnify and save harmless the Corporation and Lender from any and all liabilities, damages, costs, claims, suits or actions arising in any way from the Purchaser having entered into the Loan with Lender, any default in his or her obligations to Lender pursuant to the Loan or any of the Loan Documents or this Amending Agreement, including any costs and expenses, including legal costs on a full indemnity basis, incurred in enforcing this Amending Agreement or the Agreement or obtaining such court orders as are necessary to require the Residents to vacate the Suite so that the Life Lease Interest may be resold to a new purchaser and the proceeds of that sale paid to the Lender and the Corporation. This indemnity shall survive the termination of the Agreement and this Amending Agreement.
- 9. Each of the Purchaser and the Residents shall from time to time forthwith upon Lender's request do, make and execute all such financing statements, further assignments,

documents, acts, matters and things as may be required by Lender to accomplish the purposes of this Amending Agreement including, without limitation, the sale of the Life Lease Interest, and the Purchaser and the Residents hereby constitute and appoint the Manager for the time being of the branch of Lender set out in the Loan Documents, or any other branch at which this Amending Agreement is held, the true and lawful attorney of such Purchaser or Resident, irrevocably, with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of such Purchaser whenever and wherever Lender may deem it necessary or expedient, including without limitation any document to be delivered by the Residents to the Corporation set out in paragraphs 34 or 35 of the Agreement and any document needed to discharge any notice or document registered on title to the Lands by or on behalf of the Residents.

**[Paragraphs 10 to 16 are optional at the discretion of the Lender]**

10. As general and continuing collateral security for the payment of all present and future indebtedness, liabilities and obligations of the Residents and either of them to Lender wheresoever and howsoever incurred and any ultimate unpaid balance thereof (the "**Indebtedness**") the Residents hereby assign and transfer all proceeds from the sale of the Life Lease Interest and all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Residents or either of them in respect thereof (all of the foregoing being herein referred to as the "**Collateral**") to Lender.
11. If any Purchaser defaults in any of his or her obligations to Lender (including, without limitation, under the Loan or any of the Loan Documents), Lender may collect, realized, sell or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Residents (except as otherwise required by any applicable law).
12. Lender shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing, or obtaining the same or for the purpose of preserving any rights of Lender, the Residents or any other person, firm or corporation in respect of the same.
13. Lender may grant extensions of time and other indulgences, take and give up securities, except compositions, grant releases and discharges and otherwise deal with the Residents and others and with the Collateral and other securities as Lender may see fit without prejudice to the liability of the Residents and each of them to Lender or Lender's right to hold and realize upon its security.
14. All monies collected or received by the Residents or either of them in respect of the Collateral shall be received as trustee for Lender and shall be forthwith paid over to Lender by such Purchaser upon receipt.
15. All monies collected or received by Lender in respect of the Collateral, the Net Proceeds or the Proceeds (whether by virtue of this Amending Agreement or otherwise howsoever) after the Residents or either of them default in any of their obligations to Lender may be applied on account of such parts of the Indebtedness as to Lender seems best or in the discretion of Lender may be released to the Residents, all without prejudice to Lender's claims upon the Residents and either of them.
16. All monies collected or received by the Corporation in respect of the Net Proceeds or the Proceeds shall be received by the Corporation as trustee for Lender and shall be forthwith paid over to Lender by the Corporation upon receipt.
17. It is acknowledged and agreed that the terms of this Amending Agreement are in addition to and, unless specifically provided for herein, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Agreement. The Agreement shall henceforth be read and construed in conjunction with this Amending Agreement, and the Agreement, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Agreement, as amended and supplemented hereby, shall be and shall continue to be in full force and effect, with novation.
18. This Amending Agreement shall continue in full force and effect until terminated in writing by all of the parties hereto. Lender agrees to execute such termination upon full and final payment to it of all outstanding Indebtedness.



- 19. This Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- 20. This Amending Agreement shall be governed by, and construed and enforced in accordance with, the laws of the province of Ontario and the laws of Canada applicable therein.
- 21. Each of the rights and remedies granted to Lender in this Amending Agreement are separate and in addition to and not in substitution for any rights and remedies granted to Lender under the Loan Documents, or at law or otherwise.
- 22. This Amending Agreement together with any documents and instruments contemplated hereby, constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes any other prior agreements or representations.
- 23. No amendment, modification, or waiver of any provision of this Amending Agreement, or consent by Lender to any departure from any provision hereof, is any way effective unless in writing and signed by Lender, the Residents and the Corporation, in which event the amendment, modification, waiver or consent is effective only in the specific instance and for the specific purpose for which it is given.
- 24. Time shall, in all respects, be of the essence of this Amending Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amending Agreement to be duly executed and delivered as of the day and year first above written.

**GLOBAL KINGDOM MINISTRIES**

**NAME OF LENDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Resident

**[All Residents and Purchaser under the Life Lease Occupancy Agreement must be party to this Amending Agreement]**

**ATTACHMENT 1**

**Description of the Lands**

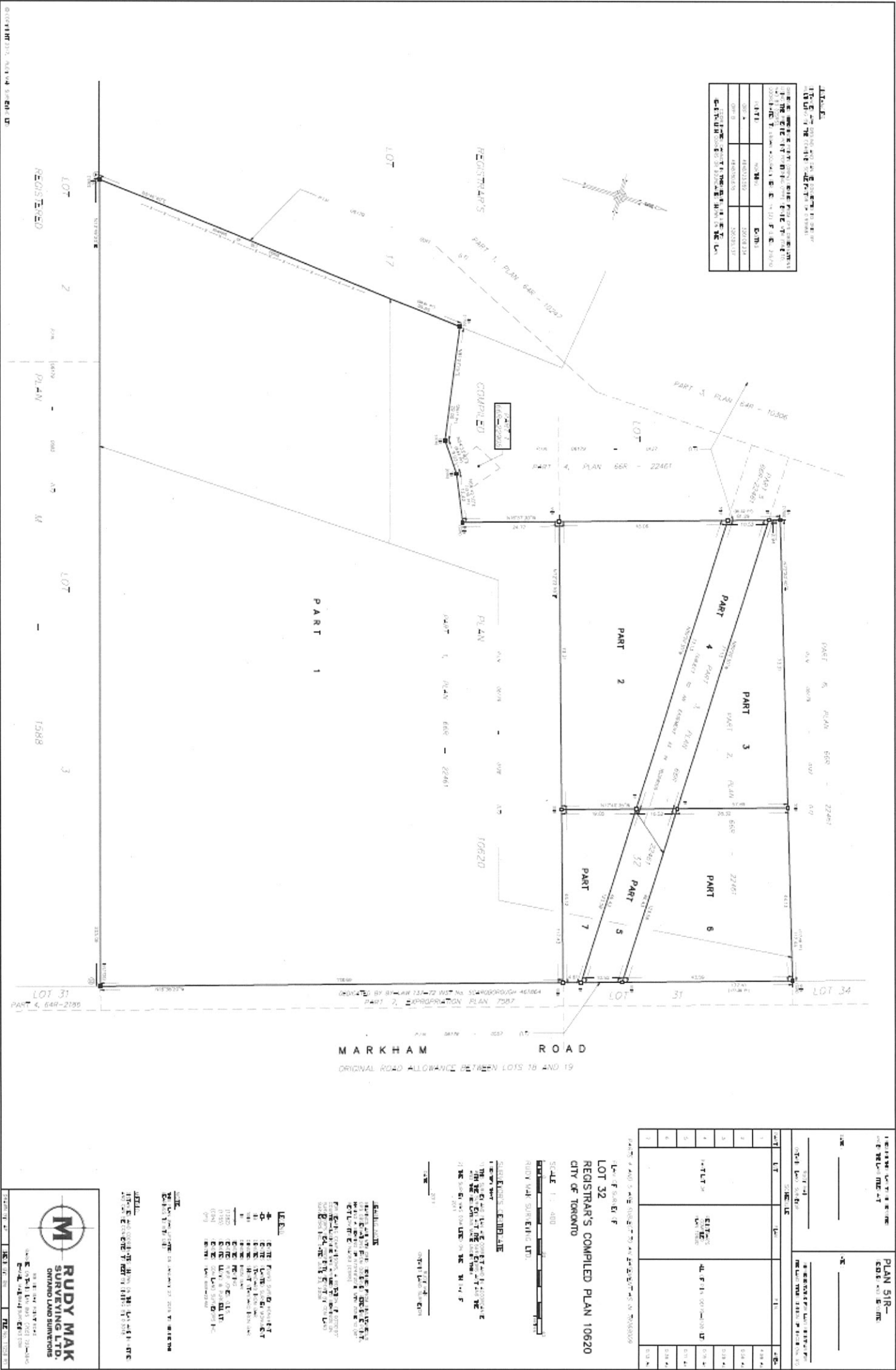
**Part of Property Identifier Number: 06179-0128 (LT).**  
**Municipal Address: 1250 Markham Road, Toronto, Ontario, M1H 2Y9**

PART OF LOT 32 RCP 10620, BEING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCARBOROUGH, SUBJECT TO AN EASEMENT AS SET OUT AS INSTRUMENT TB268009; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRIBED AS PARTS 5, 6 & 7 OF THE DRAFT REFERENCE PLAN ATTACHED.



TABLE 1  
SUMMARY OF THE PROPOSED DEVELOPMENT

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (SQ. M.)
1	LOT 32	10,000.00	929.03
2	LOT 33	10,000.00	929.03
3	LOT 34	10,000.00	929.03
4	LOT 35	10,000.00	929.03
5	LOT 36	10,000.00	929.03
6	LOT 37	10,000.00	929.03
7	LOT 38	10,000.00	929.03
8	LOT 39	10,000.00	929.03
9	LOT 40	10,000.00	929.03
10	LOT 41	10,000.00	929.03
11	LOT 42	10,000.00	929.03
12	LOT 43	10,000.00	929.03
13	LOT 44	10,000.00	929.03
14	LOT 45	10,000.00	929.03
15	LOT 46	10,000.00	929.03
16	LOT 47	10,000.00	929.03
17	LOT 48	10,000.00	929.03
18	LOT 49	10,000.00	929.03
19	LOT 50	10,000.00	929.03
20	LOT 51	10,000.00	929.03
21	LOT 52	10,000.00	929.03
22	LOT 53	10,000.00	929.03
23	LOT 54	10,000.00	929.03
24	LOT 55	10,000.00	929.03
25	LOT 56	10,000.00	929.03
26	LOT 57	10,000.00	929.03
27	LOT 58	10,000.00	929.03
28	LOT 59	10,000.00	929.03
29	LOT 60	10,000.00	929.03
30	LOT 61	10,000.00	929.03
31	LOT 62	10,000.00	929.03
32	LOT 63	10,000.00	929.03
33	LOT 64	10,000.00	929.03
34	LOT 65	10,000.00	929.03
35	LOT 66	10,000.00	929.03
36	LOT 67	10,000.00	929.03
37	LOT 68	10,000.00	929.03
38	LOT 69	10,000.00	929.03
39	LOT 70	10,000.00	929.03
40	LOT 71	10,000.00	929.03
41	LOT 72	10,000.00	929.03
42	LOT 73	10,000.00	929.03
43	LOT 74	10,000.00	929.03
44	LOT 75	10,000.00	929.03
45	LOT 76	10,000.00	929.03
46	LOT 77	10,000.00	929.03
47	LOT 78	10,000.00	929.03
48	LOT 79	10,000.00	929.03
49	LOT 80	10,000.00	929.03
50	LOT 81	10,000.00	929.03
51	LOT 82	10,000.00	929.03
52	LOT 83	10,000.00	929.03
53	LOT 84	10,000.00	929.03
54	LOT 85	10,000.00	929.03
55	LOT 86	10,000.00	929.03
56	LOT 87	10,000.00	929.03
57	LOT 88	10,000.00	929.03
58	LOT 89	10,000.00	929.03
59	LOT 90	10,000.00	929.03
60	LOT 91	10,000.00	929.03
61	LOT 92	10,000.00	929.03
62	LOT 93	10,000.00	929.03
63	LOT 94	10,000.00	929.03
64	LOT 95	10,000.00	929.03
65	LOT 96	10,000.00	929.03
66	LOT 97	10,000.00	929.03
67	LOT 98	10,000.00	929.03
68	LOT 99	10,000.00	929.03
69	LOT 100	10,000.00	929.03



**ATTACHMENT 2**  
**Notice Address and Details of Lender**

DATED: \_\_\_\_\_

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**GLOBAL KINGDOM MINISTRIES**

---

- and -

**PURCHASER**

- and -

**RESIDENT**

---

**LIFE LEASE OCCUPANCY  
AGREEMENT**

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**DAVID. C.K. TANG**

Partner

**Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line: +1 416.597.6047**

**Fax: +1 416.595.8695**



SCHEDULE "A"  
LIFE LEASE OCCUPANCY AGREEMENT

**Corporation:**  
Global Kingdom Ministries  
1250 Markham Road  
Scarborough, Ontario, M1H 2Y9  
(the "Corporation")

Telephone: (647) 876-5433  
Facsimile: (416) 439-5422

**Purchaser:**  
Full Name(s) Mark R Steele  
Address: 118 Sandcherry Court  
Pickering, ON L1V 6V8  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_  
S.I.N.: \_\_\_\_\_  
(the "Purchaser")

Full Name(s) Denise I Steele  
Address: 118 Sandcherry Court  
Pickering, ON L1V 6V8  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: denisesteele@rogers.com  
S.I.N.: \_\_\_\_\_

**This information must be completed by Occupancy**

**Resident:**  
Full Name(s) \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
S.I.N.: \_\_\_\_\_  
(the "Resident")

Full Name(s) \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
S.I.N.: \_\_\_\_\_

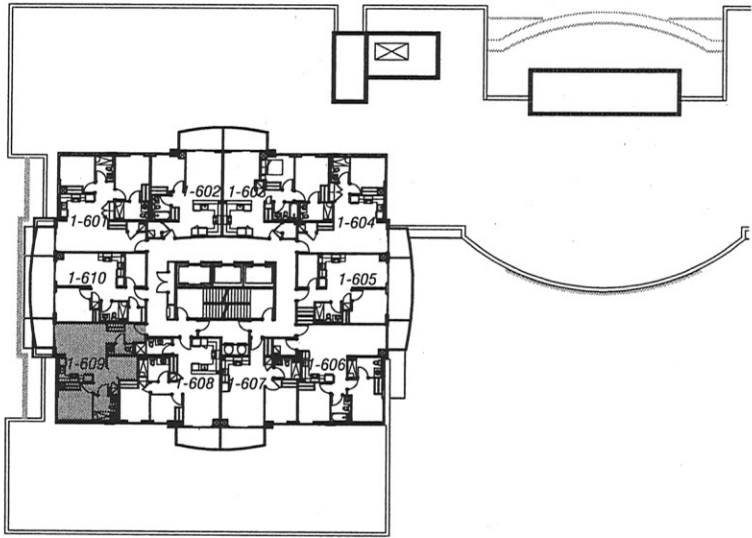
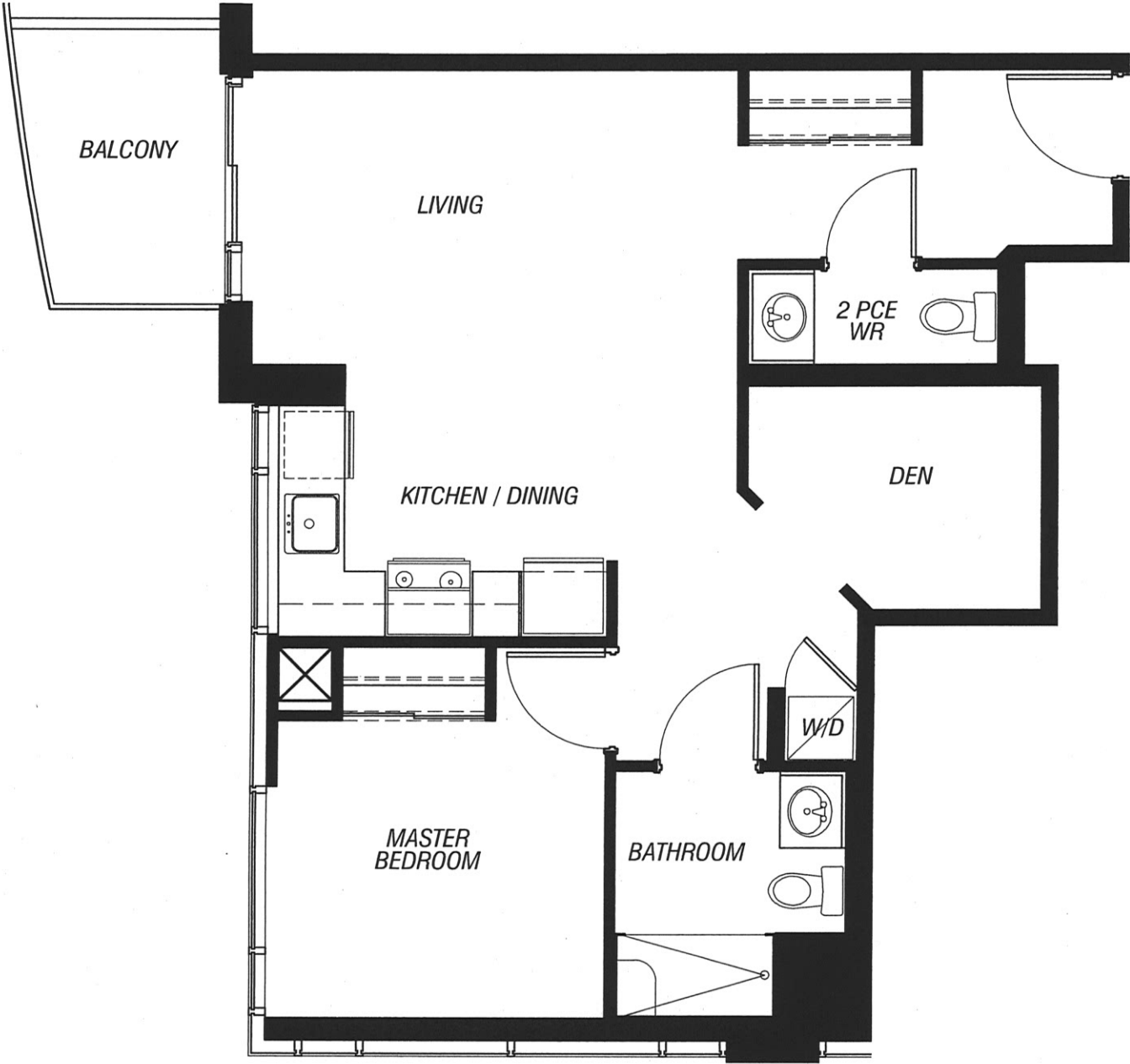
**Purchase Details:**

Suite No: 2509 as specifically described in Schedule "L" (the "Suite")  
Total cost of the Suite is \$ 363,805.00, including, 0 storage locker at \$ 0.00 per locker and 1 parking space(s) at \$ 20,000.00 per space, (the "Total Cost").

**Deposit:**

- 1. \$5,000.00 paid by cheque to the "Global Kingdom Ministries – in Trust", on the date of execution of this Agreement by the Purchaser fully refundable within 10 days of the execution of this agreement, such period ending June 17, 2018, (the "Notice Date").
- 2. Five percent (5%) of the Total Cost, inclusive of 1 above, or \$ 13,190.25 payable by post-dated cheque to the Corporation within thirty (30) days and upon execution of this Agreement by the Purchaser, such period ending July 7, 2018.
- 3. Two and One Half percent (2.5%) of the Total Cost, or \$ 9,095.13, payable by post-dated cheque to the Corporation within ninety (90) days of this Agreement, such date ending September 5, 2018.
- 4. Two and One Half percent (2.5%) of the Total Cost, or \$ 9,095.13, payable by post-dated cheque to the Corporation within one hundred and eighty days (180) days of this Agreement, such date ending December 4, 2018.
- 5. Two and One Half percent (2.5%) of the Total Cost, or \$ 9,095.13, payable by post-dated cheque to the Corporation within two hundred and seventy (270) days of this Agreement, such date ending March 4, 2019.
- 6. Two and One Half percent (2.5%) of the Total Cost, or \$ 9,095.13, payable by post-dated cheque to the Corporation within three hundred and sixty (360) days of this Agreement, such date ending June 2, 2019.





ELM

TOWER 1 UNIT 09  
680 sf



MRS. [Signature]  
[Signature]

**PURCHASER**  
**VENDOR**



MRS DENISE STEELE  
MR MARK STEELE  
118 SANDCHERRY CRT  
PICKERING ON L1V 6V8

049

152

DATE 2018-06-17  
Y Y Y Y M M D D

GLOBAL KINGDOM MINISTRIES INC

PAY TO THE ORDER OF In Trust

\$ 5,000.<sup>00</sup>/<sub>100</sub>

*Five Thousand*

100 DOLLARS

Security features included. Details on back.

BMO Bank of Montreal

100 KING ST. W.  
TORONTO, ON M5X 1A3

MEMO 2509 TRT. D. Zule MP

⑈049⑈ ⑆00022⑈001⑆

3538⑈014⑈

**SCHEDULE "E"**  
**TERMS AND CONDITIONS**  
**OF LIFE LEASE OCCUPANCY**

**WHEREAS:**

1. The Corporation is a not-for-profit corporation, without share capital, incorporated under the laws of Ontario;
2. The Corporation has acquired the land described in Schedule "F" in the City of Toronto, Ontario (the "Lands"), and intends to develop two (2) apartment buildings, to be developed in two (2) phases, for individuals aged fifty-five (55) years and older, consisting of approximately 600 apartment units on approximately 1.02 hectares of land currently municipally known as 1250 Markham Road, Scarborough, Ontario (hereinafter referred to as "*Trinity Ravine Towers*").
3. The Purchaser and Resident wish to enter into this Life Lease Occupancy Agreement (the "Agreement") with the Corporation, relating to a Life Lease Interest in the Suite, H.S.T. and appliances (fridge, stove, dishwasher, microwave range hood and stacked washer/dryer), and, if applicable and purchased, storage locker(s).

In return for all parties fulfilling their obligations under this Agreement, and for other and valid legal consideration (the receipt and sufficiency of which is acknowledged by all parties), the parties agree as follows:

**MEANING OF WORDS**

4. In the Agreement:
  - 4.1 "Agreement" is defined in paragraph 3;
  - 4.2 "All of us" means all of the Corporation, the Resident and the Purchaser;
  - 4.3 "Common Areas and Facilities" is defined in paragraph 15;
  - 4.4 "Completion" is defined in paragraph 8;
  - 4.5 "Completion Date" is defined in paragraph 9;
  - 4.6 "Default" is defined in paragraph 31;
  - 4.7 "Deposit" is defined in sub-paragraph 12;
  - 4.8 "Extras" is defined in sub-paragraph 28.3;
  - 4.9 "Lands" is defined in paragraph 2;
  - 4.10 "Life Lease Interest" is defined in paragraph 13;
  - 4.11 "Occupancy charge" is defined in paragraph 18;
  - 4.12 "Plans" is defined in paragraph 5;
  - 4.13 "Parking Space" is defined in paragraph 14;
  - 4.14 "Property Taxes" is defined in paragraph 21;
  - 4.15 "Proportionate Share" is defined in paragraph 18;
  - 4.16 "Storage Locker" is defined in paragraph 14;
  - 4.17 "Transfer" is defined in paragraph 35;
  - 4.18 "Residents' Association" is defined in sub-paragraph 29.6;
  - 4.19 "Rules and Regulations" are defined in Schedule "H";
  - 4.20 "Total Cost" is defined in paragraph 12;
  - 4.21 "Suite" is defined in paragraph 3 and under Purchase Details on page 1;
  - 4.22 "Suites" means the apartment units to be developed in Trinity Ravine Towers;

4.23 "you" and "your" means both the Resident and the Purchaser, and their legal or personal representatives;

4.24 "we", "us" or "our" means the Corporation.

### **DEVELOPMENT OF TRINITY RAVINE TOWERS**

5. **Construction:** We agree to construct Trinity Ravine Towers and the Suite substantially in accordance with the draft plans and specifications prepared by our architects and all architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans prepared for Trinity Ravine Towers (the "Plans").
6. **Changes in plans:** We may change the Plans in our absolute discretion to comply with requirements imposed by any governmental authority or lender, provided that such changes do not affect the Suite or its proper use under this Agreement, and provided that we advise you of any material change within a reasonable time before such changes are made. If such changes materially and adversely affect the Suite or its proper use, prior to making such changes under this Agreement, we shall obtain your consent to such changes, which you shall not unreasonably withhold. If you do not consent, we may terminate this Agreement, and return the Deposit to you without interest or deduction. Upon return of the Deposit, all of us shall be released from any obligations to the others under this Agreement.
7. **Termination before Construction:** We reserve the right in our absolute discretion, for a period of sixty (60) days from the date on which we notify you of a firm construction start date, or, in the event that we have not entered into life lease occupancy agreements with Purchasers who represent eighty per cent (80%) of the units in Trinity Ravine Towers, to notify you that we will not proceed with the construction of the Suite. In that case, this Agreement will terminate 30 days after delivery of such notice. This date of such notice shall not be more than (2) years from signing this Life Lease Occupancy Agreement. On such termination date, we will return to the Purchaser, all money paid under the Agreement, plus accrued interest. We will not be liable to you for any costs or damages resulting from the exercise of this right, including without limitation, any consequential damages, relocation costs, and loss of use of money paid under the Agreement, or any professional or other fees paid by you. Upon return of the Deposit, all of us shall be released from any obligations to the others under this Agreement. This condition is inserted for the benefit of the Corporation and may be waived only by the Corporation.
8. **Completion:** All of us agree to consider the Suite completed when the interior work in the Suite has been completed to the extent necessary to permit it to be occupied, and safe access to the Suite is available ("Completion"), even though there may be unfinished exterior or interior work at Trinity Ravine Towers. The Purchaser will pay the balance of the Total Cost upon receipt of a certificate evidencing Completion from our architect. We will use commercially reasonable efforts to obtain and complete the installation of Extras and upgrades, if applicable, by Completion Date, but if not, then we have the right to complete the installation of Extras and upgrades within a reasonable time after the Completion Date, or, at our option, we may return any money paid by the Purchaser for the Extras and upgrades and will have no further liability to you to provide them.
9. **Completion Date:** Subject to sub-paragraph 29.3 and paragraphs 10 and 50, the completion date has been established as no later than October 31, 2020 ("Completion Date"). We shall provide the Purchaser with six (6) months prior advance notice of the final Completion Date.
10. **Extension or acceleration:** If Completion has not occurred by the Completion Date stipulated in paragraph 9, the Completion will be extended, on notice to the Purchaser, to a date or dates designated by us as the new Completion Date. Subject to sub-paragraph 29.3 and paragraph 50, the new Completion Date will not be later than three (3) years from the Completion Date stipulated in paragraph 9. We may also similarly advance the Completion Date, on notice to the Purchaser. We are not liable to you for any costs caused to you by an extension or advance other than costs caused to you by our own neglect.
11. **Occupancy of Suite:** The Resident shall take occupancy of the Suite and the Purchaser shall pay the balance of the Total Cost defined in paragraph 12 upon Completion, as defined in paragraph 8.

### TOTAL COST

12. **Total Cost:** In return for the Purchaser's Life Lease Interest and the Resident's right to occupy the Suite, and other rights under this Agreement, the Purchaser will pay us the total cost for the Suite (the "Total Cost") as provided in Schedule A, plus the cost of any Extras that are subject to additional charges as provided in sub-paragraph 28.3 and any payments set out in paragraph 22 prior to occupancy of the Suite being granted.

12.1 The deposits paid under Schedule A are defined as the "Total Cost" and should be received by Vendor within 30 days of Sale date by post-dated cheques.

Subject only to paragraph 30, the Deposit will not be refunded to the Purchaser. The Deposit may be used by us to pay costs incurred by us in the construction of Trinity Ravine Towers.

#### **PROVIDED THAT:**

- (i) We shall enter into a construction contract with a reputable general contractor or construction manager;
  - (ii) We shall have received confirmation that municipal zoning requirements have been met,
  - (iii) Global Kingdom Ministries guarantees that subject to paragraph 31 any deposit used in construction will be fully refunded to purchasers if project does not proceed to completion.
- 12.2 The balance of the Total Cost is payable on the Completion Date, established in paragraph 12, by bank draft, money order or direct deposit to the Corporation.
- 12.3 The Purchaser agrees that any and all costs associated with additions, alterations, changes to standard Suite features offered ("Extras") as selected by the Purchaser are subject to our approval.
- 12.4 The Purchaser shall pay for the Extras upon ordering the Extras, and the balance of the Total Cost on the Completion Date.
- 12.5 Current regulations may exempt purchasers in connection with the Purchaser's acquisition of the right to occupy the suite from land transfer tax. Should regulations change, the total Cost **does not include** land transfer tax which will be then payable by the Purchaser.

### LIFE LEASE INTEREST AND RIGHT TO OCCUPY

13. **Life Lease Interest and Right to Occupy:** In return for the Total Cost paid by the Purchaser:

- 13.1 **Purchaser's Life Lease Interest:** the Corporation grants to the Purchaser an estate, right or interest in and to the Lands (the "Life Lease Interest") which consists of the Purchaser's right to actually occupy the Suite for his or her own use and enjoyment if the Purchaser also signs this Agreement as Resident, or to agree with the Corporation and the Resident, or a future occupant of the Suite, as to the actual occupancy, use and enjoyment of the Suite by the Resident or future occupant. Subject to the terms of this Agreement, the Life Lease Interest may be held by the Purchaser for as long as the Purchaser lives, may be transferred by the Purchaser to a third party in the open market prior to his or her death, or by his or her estate trustees after his or her death, or may be transferred by the Purchaser to members of his or her family prior to his or her death, or by his or her estate trustees after his or her death in accordance with the terms of any will the Purchaser may make prior to his or her death, or in accordance with the laws of the Province of Ontario governing the distribution of the estates of persons who die without wills.
- 13.2 **Resident's Right to Occupy the Suite:** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment subject to the Rules and Regulations adopted by us from time to time.
- 13.3 **Limitation on Resident's Right to Occupy:** You agree that the Suite will only be occupied, used and enjoyed by the Resident(s), (except is

permitted below) as a private single-family residence, until the earlier of the Termination of the Agreement upon Default or Transfer under paragraphs 34 and 35. You will not allow anyone who has not signed this Agreement personally or by a legal or personal representative as a Resident to occupy, use and enjoy the Suite on a long-term basis unless our prior written consent is obtained, which may not be unreasonably withheld. We agree to consent to a family member or personal friend of a Resident staying in the Suite while you are also occupying the Suite, provided no fee or rent is charged and the stay is less than 14 days in duration (a "**Family or Friend Stay**") If we give our consent, you will be responsible to us for any action or inaction of the occupant which would be a violation of this Agreement if you had taken that action or omitted to take that action. In exercising our discretion on whether to consent, you agree that the following are reasonable justifications for withholding consent:

- (a) except for Family or Friend Stays, at least one of the proposed occupants must meet the minimum age requirement of fifty-five years;
- (b) the proposed occupant(s) must sign an agreement wherein the occupant(s) agree to be subject to and conform to the Rules and Regulations, failing which they will be evicted;
- (c) the Suite may not be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
  - (i) the carrying on of a business that requires access by the public;
  - (ii) hotel or boarding or lodging house use. For greater certainty, use of a Suite for short term leasing, whether through companies such as Airbnb, VRBO or similar business enterprises, is strictly prohibited; and
  - (iii) any transaction where any party who is not a Resident acquires a right is or entitlement to use or occupy the Suite on a transient use basis or under any arrangement commonly known as time sharing.

For the purposes of this Agreement, any "transient" use of the Suite includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.

- (d) the initial term of any occupancy agreement you may enter into with the proposed occupant must be for a period of not less than one (1) year. All arrangements for occupancy by a person who is not a Resident of the Suite shall be in writing and provided to us for review to allow us to determine whether to consent to that occupancy.
14. **Storage Locker:** The Resident's right to occupy, use and enjoy may include the use and enjoyment of a designated a designated storage locker space(s) (the "Storage Locker"), if granted to the Purchaser under this Agreement or separate agreement, subject to the Rules and Regulations.
  15. **Common Areas and Facilities:** The Resident's right to occupy, use and enjoy also includes the non-exclusive license to use in common with all other residents of Trinity Ravine Towers, and for the purposes for which they are intended by the Corporation, the areas described in Schedule "G", together with all facilities and amenities (the "Common Areas and Facilities"). The use of the Common Areas and Facilities is subject to the Agreement including rules and regulations made by us from time to time, which are set out in their current form in Schedule "H" (the "Rules and Regulations"). We may, in our discretion, acting reasonably, amend the Rules and Regulations from time to time.
  16. **Quiet enjoyment:** The Resident will have quiet enjoyment of the Suite unless you are in default under this Agreement or incapable of independent living as determined by the Corporation, and subject to our right to enter the Suite upon 24 hours written notice to perform periodic maintenance or inspection of the Suite.
  17. **Changes to Suite:** You will not make any structural alterations, additions or other changes to either the interior or exterior of the Suite without our prior written consent. Upon obtaining such consent, all work shall be done in a professional manner with licensed contractors carrying a minimum of \$2,000,000 liability insurance, which certificates are to be provided to us prior to commencement of work or we may arrange for the work to be



done, the cost of which will be at your sole expense, and all such alterations, additions or other changes, if they constitute a fixture in law, shall become our property.

18. **Occupancy Charge:** You agree to pay to us monthly, in advance, on the first day of each month as an occupancy charge (the "Occupancy Charge"), your Proportionate Share of an amount to be set by us as of January 1 of each year while this agreement is in effect. We will give you 30 days' notice of any increase in the Occupancy Charge. "Proportionate Share" means a fraction which has as its numerator, the net area of the Suite (as measured from the exterior face of all exterior walls, the centre line of the corridor and party walls, and includes all floor area within these bounds including interior partition walls, columns, built-in-cabinets) as certified by our architect, and as its denominator, the total net area (determined in the same manner) of all the Suites in Trinity Ravine Towers.
19. **Components of Occupancy Charge:** In general, the Occupancy Charge includes all interior and exterior cleaning and maintenance of the Common Areas and Facilities, all utilities for the Common Areas and Facilities, domestic hot and cold water and centrally-supplied natural gas for your Suite, insurance on the building, management and administration, all other expenses we determine are necessary or appropriate for the operation of Trinity Ravine Towers and a reserve fund as defined below. More specifically, the Occupancy Charge includes the costs incurred by us for utilities supplied to the Suites and not individually metered (sewer charges) and the replacement of heating and plumbing systems in the Suites, as well as the costs of maintaining and repairing the Common Areas and Facilities. It includes, without limitation, common utilities, insurance as described in paragraph 36, lawn care and landscaping, snow removal, garbage removal, repair and replacement of heating and plumbing systems provided by us forming part of the Common Areas and Facilities, administrative and management services, and federal, provincial or municipal taxes and levies other than municipal property taxes. We will establish and maintain a Reserve Fund and collect from you and the other purchasers as a component of the Occupancy Charge, an amount which shall be no less than fifteen per cent (15%) of the Occupancy Charge before any property tax component, in order to provide sufficient funds for major repair and replacement of Common Areas and Facilities. The Corporation shall hold the Reserve Fund in trust for the repair, replacement, upgrading or improvement of any part of Trinity Ravine Towers and maintain and invest it in accordance with the Trustee Act of Ontario. The Reserve Fund shall not be distributed to any Purchaser or Resident and no part of the Reserve Fund shall be used except for the purpose for which it was established. These purposes include, among others that may be established from time to time by us, the maintenance and repair of the Common Areas and Facilities including, but not be limited to, all structural components and all associated machinery and equipment required for the mechanical operation of Trinity Ravine Towers, interior corridors, common rooms such as the storage lockers, multi-purpose room and other amenity rooms within Trinity Ravine Towers, and all machinery and mechanical rooms, corridor doors, exterior windows and doors, patios and fan-coil system(s) contained within the Suite, private roadways, parking lots, exterior lighting, signs, landscaping, lawns, flower and shrub beds, all exterior finishes and cladding including stucco, brick, roofing systems, flashing, drainage systems, balcony railings, and canopies, and underground sewer lines, manholes, power cables, and exhaust systems. We will undertake a reserve fund study within one (1) year of the Completion Date, and every five (5) years thereafter, and charge the expense of such studies to the Reserve Fund. Upon reasonable notice to us, you will have the right to audit at your cost and expense documents upon which your Proportionate Share of the Occupancy Charge is based.
20. **Suite charges:** You are responsible for the cleaning, repair and maintenance of your Suite and the replacement, cleaning, repair, maintenance and upgrading of all appliances and all finishes, including but not limited to all paint and coatings, carpeting, all flooring, kitchen and bathroom cabinets and countertops, medicine cabinets, interior partition doors, hardware for interior partition doors, lighting fixtures, sinks, toilets, bathtubs, faucets, bathroom accessories, grab bars, ceramic wall tile, closet shelving, and any other improvements and betterments. You must also pay all charges for property taxes related to your Suite, content and liability insurance, telephone, internet, television, individually-metered hydro, and other utilities, if any, not included in the Occupancy Charge. We are not liable for any interruption or failure in the supplies of such services.
21. **Property taxes:** You are responsible for paying Property Taxes for the Suite as assessed by the City of Toronto, or, if the Suite is not assessed separately, based on your Proportionate Share of the Property Taxes levied against Trinity Ravine Towers suites as well as your Proportionate Share of Property Taxes for the Common Areas and Facilities. Upon reasonable notice to us, you will have the right to audit at your cost and expense documents upon which your Proportionate Share of Property Taxes is based. "Property Taxes" means all real property taxes and assessments, including without limitation, local

improvement charges, property standard charges, water, snow removal and sewer rates, charges or levies that are imposed on the Lands and/or Trinity Ravine Towers by any taxing authority;

22. **Development Charges:** The entire amount of any development charge(s) or levies payable for the development of the Suite shall be paid by you upon written notice to be given by use to you upon a building permit having been obtained, for Trinity Ravine Towers, provided that the amount that the Purchaser shall be obligated to reimburse to the Vendor for Levies and/or Exterior Aesthetics shall in no event exceed \$4,000.00+HST for any one bedroom suite and/or one bedroom + den suite and/or \$6,000.00+HST for any suite two bedrooms or larger;
23. **Attorney:** You appoint us as your attorney for the purpose of disputing any assessment of Property Taxes.
24. **Condition of Suite:** It is your responsibility to maintain the Suite and all fixtures in it in good working order at your expense. We are under no obligations to undertake repairs, replacements, upgrades or renovations after you vacate the Suite for the subsequent Purchaser.
25. **Notification of defects:** You will notify us immediately upon becoming aware of any damage to or deficiency at Trinity Ravine Towers, including the Suite and the Common Areas and Facilities.
  - 25.1 We will warranty the construction within the Suite for a period of one (1) year from the date of occupancy.
  - 25.2 We will warranty the electrical, plumbing and HVAC system provided to the Suite for a period of two (2) years from the date of occupancy.
  - 25.3 We will warranty major structural defects to the Suite for a period of five (5) years from the date of occupancy.
26. **Emergency:** In case of an emergency,
  - 26.1 **Entry:** We or our agent may enter the Suite, Parking Space or Storage Locker to make such repairs as we deem necessary or expedient, or to correct any condition which might result in damage or loss to Trinity Ravine Towers or Suite. We, or our agent may determine in our discretion whether an emergency exists, and our decision binds everyone affected by it.
  - 26.2 **Resident's absence:** If you are not present to grant entry to the Suite, Parking Space or Storage Locker, we or our agent may enter the Suite, Parking Space or Storage Locker without rendering us or our agent liable for any damages, provided we exercise reasonable care.
  - 26.3 **Locks:** We will keep a key to all locks on all doors or windows in the Suite. You must not change any such locks or place additional locks to any doors or windows in your Suite.
  - 26.4 **No liability:** The rights and authority given by sub-paragraph 26.1 do not impose any responsibility on us, our agents or any insurers or their agents for the care or supervision of the Suite, except as provided for in the Agreement.
  - 26.5 **Compensation:** You will, at your expense, compensate us for any damage, loss or injury to Trinity Ravine Towers, the Common Areas and Facilities, the Suite, the Parking Space, the Storage Locker and our equipment, or to persons on the Lands or in Trinity Ravine Towers, which is caused by your default or negligence, or that of any of your permitted occupants or guests.
27. **Offer and Acceptance:** Until you sign this Agreement, it is only an offer from the Corporation to enter into a binding contract. This Agreement has been delivered to you for your review, and you acknowledge that we have advised you to obtain independent legal advice. The Purchaser shall be given ten (10) days to review this agreement (inclusive of statutory holidays, Saturday and Sunday) from the date of acceptance of this agreement by Global Kingdom Ministries. If the Purchaser fails to give written notice to Global Kingdom Ministries of their intent to cancel this Agreement on or before 5:00 p.m. of the tenth day from the date of acceptance, this Agreement becomes a legally binding contract. You shall provide a verification of your ability to pay the balance of the Total Cost, in a form satisfactory to our lender.



## COVENANTS AND AGREEMENTS ("PROMISES")

28. **Your Promises:** In addition to the other covenants and agreements ("promises") contained in this Agreement, you covenant and agree ("promise") as follows, in the knowledge that we are relying on your covenants and agreements ("promises") in entering into the Agreement and that such covenants and agreements ("promises") survive the Completion Date:

- 28.1 **Age:** if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; **PROVIDED THAT** caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.
- 28.2 **Compliance with Agreement:** to comply with your obligations under the Agreement and the Rules and Regulations;
- 28.3 **Colour selections and Extras:** to choose and order colour selections, other permitted selections and any item or feature differing from the base Suite ("Extras") within thirty (30) days of being provided with sample finishes, failing which:
- (i) we are authorized to choose colour selections on your behalf, and
  - (ii) you are not permitted, without our prior written consent, to choose or order Extras.

You acknowledge that it is possible that any of the Extras you chose may be discontinued by the manufacturer, or that they may not be reasonably available for other reasons. If we wait to obtain them, the construction of Trinity Ravine Towers and Completion of the Suite could be delayed. If that occurs, we will notify you and offer you the opportunity to make or approve an alternate selection of at least equal quality from our samples. If you have not made or approved alternate selections within 10 days of such notification, we may exercise all of your rights to select Extras and such selections will be binding on you.

You acknowledge that all Extras you choose are subject to our approval.

If any Extra differs from the Features and Specifications described in Schedule "I", you will pay any additional cost determined by us. Except by choosing and ordering Extras, you will not request any alterations to the Plans affecting the Suite;

- 28.4 **Sign documents:** to sign and return to us prior to the Completion Date, all documents reasonably required by us;
- 28.5 **Assignment:** to assign this Agreement only to a lender for the purpose of securing the financing of the Total Cost as set out in paragraph 12 of this Agreement, provided at least ten (10) days written notice of such assignment is given by the Purchaser to the Corporation and the lender has entered into an agreement with us in the form attached as Schedule "M" or such other form as is satisfactory to us in our sole discretion. Additionally, where at least 80% of the Suites are sold, the Purchaser may assign this Agreement subject to: the prior written approval of the Corporation, which consent may be withheld in its sole discretion, the assignee having executed and entered into a replacement Life Lease Occupancy Agreement with us in the form then used by us, payment of an assignment fee of Five Hundred Dollars (\$500) plus applicable taxes to the Corporation and you having discharged any notice respecting this Agreement or your Life Lease Interest or other document registered on title to the Lands by you or on your behalf. The Corporation may assign this Agreement to a not-for-profit corporation, a registered charity or a corporation that is related to us and to whom we have transferred or leased the land on which Trinity Ravine Towers is or will be located and you agree that as of the date that assignee executes an agreement to assume responsibilities and

obligations contained in this Agreement, you irrevocably release us from any such obligations and responsibilities, irrevocably waive any right to require us to perform any such responsibilities and obligations and release us from any liability for not performing any such obligations or responsibilities.

- 28.6 **No interference**: not to interfere with the installation of services to the Suite or Trinity Ravine Towers, or with the completion of the Suite or Trinity Ravine Towers;
- 28.7 **Re-entry**: to allow us an immediate right of entry to inspect, to rectify any breach of the Agreement or to repair or maintain anything in the Suite that might affect Trinity Ravine Towers or part of it;
- 28.8 **Signs**: not to place any signs or notices on the Suite or Common Areas and Facilities without our prior written consent;
- 28.9 **No hindrance**: not to hinder other residents from carrying out their obligations under their respective Agreements;
- 28.10 **Registration**: to not register a notice of this Agreement or any interest you may claim in the Lands on title to the Lands unless doing so is required for you to finance the Total Cost and assign this Agreement in accordance with sub-paragraph 28.15 and if you wish to do so, you agree to inform us in writing prior to registering any notice of the Agreement or any other notice against title to the Lands. In any event, you agree not to register any such notice before the Completion Date;
- 28.11 **Decisions of architect and engineer**: to accept the decision of our architect and the Corporation of the City of Toronto Building Department as to compliance by all of us with our obligations under the Agreement, the certificates of whom will be proof of such compliance and will be binding on all of us;
- 28.12 **No holdback**: not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 28.13 **Additional Compliance**: to comply with all obligations of the Resident and the Purchaser as set out in the documents referred to in sub-paragraph 28.1;
- 28.14 **Subordination**: to subordinate and postpone this Agreement and your right to occupy, use and enjoy the Suite to any document referenced in sub-paragraph 28.18 without condition and to any mortgages or other encumbrances registered with our consent against the Lands, on the condition that each such mortgagee agrees as a term of its mortgage that it will not disturb your occupation, use and quiet enjoyment of the Suite, Parking Space and the Storage Space, nor the Transfer rights of the Purchaser under paragraph 35, so long as you are not in default under this Agreement. You hereby irrevocably appoint the Corporation your attorney for the purpose of granting any such subordinations and postponements and receiving such agreements not to disturb your occupation, use and quiet enjoyment and the right to Transfer. The Corporation shall ensure that all construction mortgages against the Lands are fully discharged once all Suites at Trinity Ravine Towers have been completed and all the Suites are sold and the transactions closed;
- 28.15 **No liens**: not to permit any lien or encumbrance of any kind to be registered against the title to the Lands by any person who has supplied materials or services to the Suite;
- 28.16 **Easements**: to permit the immediate entry of all persons acting pursuant to easements granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers
- 28.17 **Lease**: not to rent the Suite to any individual(s) without our express prior written consent;

28.18 **Adjacent Development:** not to object to the severance, development and rezoning (if required) of any land owned by the Corporation, its assignees or related corporations, either currently or in the future, for the purposes of multi-storey residential buildings geared to individuals aged 55 years or older, or for any use that is compatible with or ancillary to Trinity Ravine Towers as determined by us, acting reasonably. You hereby appoint the Corporation as your attorney to sign and deliver on your behalf:

- (i) all documents reasonably required by us in connection with the development of the lands referenced in this subparagraph 28.18 or any lands severed therefrom, including, without limitation, development agreements (site plan agreements, etc.) cross-easements, cross-servicing and operating agreements entered into with the municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers and such lands or severed lands, and all other parties to such agreements and easements for and with respect to services and rights related to such severed lands and affecting Trinity Ravine Towers and/or such lands or severed lands,
- (ii) all required postponements and subordinations of the Life Lease Interest and notices of agreements, to the agreements and easements referred to in the preceding paragraph, and,
- (iii) any other instruments by which you would partially release discharge or vacate any registered Notice of this Agreement in order to permit a conveyance of part of the Lands to a municipal or provincial authority having jurisdiction as a condition of any *Planning Act* approvals granted with respect to any of the lands referenced in this subparagraph 28.18.

You acknowledge that you have been made aware of future development adjacent to Trinity Ravine Towers and that this development activity may cause some noise and minor disruption during the completion of such construction work.

28.19 The Purchaser and the Residents hereby indemnify the Corporation against all losses, costs, damages or injury caused to the Common Areas and Facilities or any part of Trinity Ravine Towers, its residents, employees, guests, invitees, or contractors by the willful, unlawful or negligent act or omission of the Purchaser, his or her permitted occupants, guests or those for whom the Purchaser is in law responsible. In such event, the Purchaser shall also be responsible for payment to the Corporation of any deductible amounts in the Corporation's insurance obtained pursuant to subparagraph 37.1(a).

29. **Our Promises:** We covenant ("promise") as follows, in the knowledge that you are relying on our covenants ("promises") in entering into the Agreement and that such covenants ("promises") survive the completion date:

29.1 **Compliance:** to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under

- (i) subdivision, development, site plan, fence and boundary, or other agreements with any municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers;
- (ii) easements and rights granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers;
- (iii) reservations and restrictions contained in the original grant from the Crown;
- (iv) building and zoning by-laws;

29.2 **UFFI:** not to include urea formaldehyde foam insulation in the Suite;

29.3 **Construction liens:** to indemnify you from any construction lien arising from work, materials or services supplied by or through us to the Suite.

29.4 **Encumbrances against the Lands:** that all construction financing is paid off and the related construction mortgages against the Lands (but

specifically not including any encumbrances referred to in sub-paragraphs 28.18(i) and 29.1 of this Agreement) shall be fully discharged once all Suites at Trinity Ravine Towers have been completed, all Suites are sold and all of those transactions have been closed and completed. We undertake that after all the Suites in Trinity Ravine Towers are completely sold and occupied, we shall not register any mortgage financing against the Lands without first informing you, and then only provided we have obtained a non-disturbance agreement for your Suite, from such mortgagee in accordance with sub-paragraph 28.14 if the mortgagee requires a postponement or subordination from the Purchaser as a condition of its loan.

- 29.5 **Transfer by the Corporation:** that we will not convey our fee simple title to the Lands to any third party other than another not for profit or charitable corporation, or a not for profit corporation the members of which consist solely of purchasers and residents of Trinity Ravine Towers.
- 29.6 **Residents' Association:** the Corporation anticipates that the Residents would form a Residents' Association to represent the Residents' interests and provide input regarding the management of Trinity Ravine Towers, in accordance with the Corporation's Residents' Association policy. The Corporation will facilitate the formation and provide reasonable assistance with the ongoing operation of such Association, provided that the Corporation retains final decision-making authority. Membership to the Residents' Association will be limited to the individual(s) noted as Residents only with one (1) vote per Suite.

**SPECIAL CIRCUMSTANCES BEFORE COMPLETION**

- 30. **Death prior to Completion Date:** In the event of the death prior to the Completion Date of a Purchaser who has also signed this Agreement as Resident, and provided that there is no surviving Purchaser, who has also signed this Agreement as Resident, we shall refund the Deposit to the Purchaser's estate not later than one hundred and twenty (120) days after we receive a death certificate from the deceased Purchaser's personal representative and a written request to terminate this Agreement.
- 31. **Default prior to Completion Date:** If you inform us on or before the Completion Date that you are unable or unwilling to complete your obligations under the Agreement for any reason other than as set forth in paragraph 30, we, at our option, will be relieved of any obligation to make any formal tender upon you. We may treat such information as default under the Agreement. In that case, in addition to all other remedies available to us, we may declare the Agreement terminated. Upon such default, we will be under no further obligation to you and we will be entitled to either retain the Deposit and sue you for damages or retain the Deposit as liquidated damages and not as a penalty.

**TERMINATION UPON DEFAULT**

- 32. **First notice:** While this Agreement is in effect, you will be in default ("Default") upon the occurrence of any of the following events:
  - 32.1 you fail to deliver the Deposit as required under sub-paragraphs 12.1 or
  - 32.2 you fail to pay the Occupancy Charge when due, or
  - 32.3 you do not perform or you break any of your covenants or agreements ("promises") in this Agreement, or
  - 32.4 the Suite, Parking Space or Storage Locker is used by anyone other than those entitled to use them under this Agreement, or
  - 32.5 any lien, execution or encumbrance arising from any action or default by you is charged against or affects the Lands, or
  - 32.6 the Suite remains vacant for twelve (12) consecutive months.

Upon Default, we may deliver to you, a notice of termination of this Agreement (the "Notice of Termination"), to be effective not earlier than the 21st day after such notice is given. The Notice of Termination will specify the act or acts that constitute Default and will require you within seven (7) days of the date of the Notice of Termination to



- (i) cease the acts specified, and
- (ii) pay to us the reasonable costs of responding to your Default and repairing any damage caused by such acts to Trinity Ravine Towers, the Common Area and Facilities, Suite, Parking Space or Storage Locker, and
- (iii) pay to us the costs of discharging any lien, execution or encumbrance referred to in sub-paragraph 32.5.

If you comply with the terms of the Notice of Termination, you will not be considered in Default. If you fail to comply with the Notice of Termination, then we in our discretion may apply immediately to a Court for a writ of possession.

33. **Second notice:** If within 6 months after the date that a Notice of Termination has been given, you again commit an act of Default, we may deliver a second Notice of Termination to be effective 21 days after such notice is given and we may in our discretion apply at the time of such delivery to the Court for a writ of possession.
34. **Termination:** If the Agreement is terminated under paragraphs 32 or 33, we will advertise the Life Lease Interest for transfer, at its fair market value determined by an accredited appraiser with an A.A.C.I. designation chosen by us, and we will pay the Purchaser the transfer price paid by the new Purchaser, less costs and damages suffered by us as a result of your Default, the reasonable costs of recovery and transfer, including without limitation, real estate agent's commission, all solicitor's costs (on a substantial indemnity basis) and court costs, the cost of any repairs and redecorating reasonably required to market the Life Lease Interest, the cost of the appraisal, our administration and transfer fee for the Suite pursuant to sub-paragraph 35.5, and any money you owe us and the costs incurred by us to remove and dispose of any of your furniture or personal effects found in Trinity Ravine Towers or the Suite after we have recovered possession. You will sign and complete all documents necessary to remove from title to the Lands any lien, execution, notice or encumbrance arising as a consequence of your occupation, use and enjoyment of the Suite, so as to permit a transfer of the Life Lease Interest free of any such registrations. Such documents will be delivered to us before we will pay you your share of the transfer price. You hereby appoint us as your Attorney for the sole purpose of signing and delivering such documents if you fail to deliver them to us within 7 days of our written request to you.

#### **TERMINATION UPON TRANSFER**

35. **Transfer:** In this Agreement, "Transfer" means the sale, exchange, or other disposition of the Life Lease Interest, including the Resident's right to occupy, use and enjoy the Suite. The Purchaser or his/her personal representative may at any time list the Life Lease Interest for Transfer, provided that the following procedure is followed:
- 35.1 You or your personal representative must first offer the Suite for Transfer to individuals on our waiting list. If there are no individuals on such waiting list or if you cannot negotiate a satisfactory Transfer within fourteen (14) days, you may then list your Suite with a real estate agent or attempt to Transfer the Life Lease Interest privately.
  - 35.2 Every listing agreement that you or your personal representative enters into with a real estate agent shall include a provision whereby persons introduced to you or your personal representative by us (from a waiting list which we may maintain from time to time) shall be excluded from the listing agreement.
  - 35.3 Every agreement of purchase and sale that you or your personal representative enters into shall include a grant to Global Kingdom Ministries of a right of first refusal as set out in subparagraph 35.4 and shall comply with Schedule "J" (age and occupancy requirements).
  - 35.4 You or your personal representative agree to provide us with a copy of any accepted agreement of purchase and sale within two days of acceptance and we agree to provide you or your personal representative with notice of our intention to exercise our right of first refusal, or the waiver of our right of first refusal, on or before 4:59 p.m. on the 3rd day after we receive a copy of the accepted agreement of purchase and sale.

- 35.5 You or your personal representative shall pay us an administrative and transfer fee as set out in 35.5(i), 35.5(ii), 35.5(iii) below.
- (i) If there are individuals on our waiting list and a successful transfer is completed between you or your personal representative and a person on our waiting list, you or your personal representative shall pay us an administrative and transfer fee of five percent (5%) of the price.
  - (ii) If there are no individuals on our waiting list and you or your personal representative find an individual or party whereby an agreement of purchase and sale is accepted and executed by both parties, you or your personal representative shall pay us an administrative and transfer fee of two and a half percent (2.5%) of the price.
  - (iii) If you or your personal representative choose to list your property on the Toronto Real Estate Board or similar Real Estate Board with a licensed broker, and real estate sales person and you or your personal representative enter into an agreement of purchase and sale with a person for the Life Lease Interest that is accepted and executed by both parties, you or your personal representative shall pay us an administrative and transfer fee of One Thousand Five Hundred Dollars (\$1500).
- 35.6 Our right of first refusal does not apply to a Transfer of the Life Lease Interest to your spouse, (as defined in Part III of the *Family Law Act*, R.S.O. 1990, c. F.3 as amended from time to time) and/or your issue, a trust in which the sole beneficiaries are you, your spouse and/or issue, as well as to any corporation of which all of the issued and outstanding voting shares are owned by you, your spouse and/or issue. It also does not apply to a Transfer of the Life Lease Interest in your will to any person, whether or not such person is your spouse or issue. No administrative and transfer fee is payable upon any Transfer referred to in this clause.
- 35.7 **Completion of Transfer:** A Transfer of your right to occupy shall be completed by us as follows:
- (i) You or your personal representative shall deliver a fully executed Surrender of the Life Lease Interest to us and we shall deliver a Release of your obligations under this Agreement to you or your personal representatives at which time your right to occupy, use and enjoy the Suite and your other rights under this Agreement are terminated.
  - (ii) The new Purchaser shall have entered into a life lease occupancy agreement in the form then used by us.
  - (iii) You or your personal representative shall insert a clause provided by us into the Agreement of Purchase and Sale irrevocably instructing your solicitors to pay us the appropriate fee to enable us to successfully complete the transfer as set out in sub-paragraph 35.5, except in the case of a transfer under sub paragraph 35.6.
  - (iv) You or your personal representative shall deliver to us all keys, access cards and/or garage door openers to Trinity Ravine Towers, the Suite, and the storage space in your possession.
  - (v) You or your personal representative shall deliver to us all keys, access cards and/or garage door openers to Trinity Ravine Towers, the Suite, and the storage space in your possession and any other items related to the Common Areas and Facilities.
- 35.8 Until the Transfer is completed pursuant to sub-paragraph 35.7, the Purchaser shall remain responsible for the Occupancy Charge and all other charges described herein.
- 35.9 We shall not be responsible for any costs incurred by you, your personal representative or by a transferee in connection with the Transfer.
- 35.10 Upon Transfer, you shall give us vacant possession of the Suite. If vacant possession is not given, we shall have the right to dispose of any furniture or items, at our discretion and at your expense.

35.11 **Death:** Upon the Purchaser's death, the Purchaser's personal representatives may transfer the Life Lease Interest:

- (i) **without payment of any administrative and transfer fee** to a person or transferee referred to in sub-paragraph 35.6 in accordance with the procedures set out in sub-paragraph 35.7; or
- (ii) **upon payment of the appropriate administrative and transfer fee** to any other person or transferee in accordance with the procedures set out in paragraph 35;

The right of any person who has signed this Agreement or any amendment as Resident to occupy use and enjoy the Suite and Common Areas and Facilities shall be terminated upon the Transfer.

### **DAMAGE**

#### **36. Damage:**

- 36.1 **Termination of Agreement:** If the Suite is destroyed, or so damaged by fire or other casualty so as to make it uninhabitable in the opinion of our architects, we may terminate the Agreement in our discretion. In such event, we will pay the Purchaser 95% of the fair market value of the Life Lease Interest immediately prior to such destruction or damage determined in the manner set forth in paragraph 34 as if such damage had not occurred, less any and all outstanding amounts owing to us by you out of insurance proceeds paid to us by our insurer for the value of the Suites, provided however that if the insurance proceeds for the damaged or destroyed Suites total less than the amounts otherwise payable to Purchasers of Suites under this sub-paragraph, you will be paid your Proportionate Share of the insurance proceeds for the damaged or destroyed Suites. Furthermore, to the extent that your insurance reduces the payment by our insurers to us for the damaged or destroyed Suites, our payment to you will be reduced by that amount. If we terminate the Agreement, we will give the Purchaser notice of our intention to do so within 90 days of the date of such destruction or damage. We will not be obligated to pay to the Purchaser any more than is set out in this sub-paragraph. The Corporation will not be required to pay you anything under this sub-paragraph if the destruction or damage was, in the reasonable opinion of the Corporation, caused by any willful, unlawful or negligent act or omission of yours, your permitted occupants, guests, invitees or anyone else for whom you are in law responsible.
- 36.2 **Reconstruction:** If the Suite is destroyed or damaged by fire or other casualty and we do not so terminate the Agreement, we will diligently repair or reconstruct the Suite but only to the extent of the proceeds received by us from our insurers. The Occupancy Charge will abate entirely between the date of such destruction or damage and the date on which the repairs or reconstruction are substantially completed. If we repair or reconstruct the Suite, we may use plans, specifications and working drawings other than those used in the original construction of the Suite.
- 36.3 **Abatement:** If the Suite is damaged so as to be in our opinion made uninhabitable in part only, within 90 days of damage, the Agreement continues in effect and we will diligently repair or reconstruct that part of the Suite, but only to the extent of proceeds received by us from our insurers. The Occupancy Charge will abate proportionately on the portion of the Suite that is made uninhabitable from the date of destruction or damage to the date on which the repairs or reconstruction are substantially completed.
- 36.4 **No abatement:** If in our opinion, acting reasonably, the Suite is damaged but in our opinion is not made uninhabitable in whole or in part, this Agreement continues in effect and the Occupancy Charge will not abate.
- 36.5 **No abatement if negligence:** Despite anything else in the Agreement, the Occupancy Charge will not abate for destruction or damage if in our opinion any such destruction or damage is caused by any willful or unlawful or negligent act or omission of the Purchaser or Resident, his or her permitted occupants, guests or those for whom the Purchaser or Resident in law are responsible.



- 36.6 **Damage to Your Property:** The Corporation shall not be responsible for damage to any additions, improvements or betterments that you make to the Suite or to your furnishings, fixtures, equipment, decorating and personal property and chattels contained within the Suite, elsewhere on the Lands or in Trinity Ravine Towers, including any automobiles.

### **INSURANCE**

37. **Insurance:**

- 37.1 **By the Corporation:** We shall obtain and maintain to the extent obtainable the following insurance:

- (a) **"All Risk" Insurance:** Insurance against "all risks" as is generally available from commercial insurers in a standard "all risk" insurance policy and insurance against such other perils or events as we from time to time deem advisable, in an amount equal to the full replacement cost. This insurance will include, but not be limited to, building, corporation-owned contents, business interruption (actual loss sustained), debris removal and by-law coverage.

The policy of insurance will:

- (i) insure the Lands and Trinity Ravine Towers, but exclude improvements and betterments made or acquired by the Purchaser;
- (ii) insure all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Purchaser; in an amount equal to the full replacement cost. The maximum deductible under such insurance shall not exceed Ten Thousand (\$10,000.00) Dollars per occurrence. Every policy of insurance shall insure the interests of the Corporation, the Residents and Purchasers from time to time, as their respective interests may appear, and shall contain the following provisions:
- (iii) contain waivers of subrogation against us, our directors, officers, managers, agents and employees and as against the Purchaser and Resident(s) except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (iv) contain a waiver of any defense based on co-insurance (other than a stated amount co-insurance clause);
- (v) **Public Liability Insurance:** Insure us for public liability and property damage and provide insurance against any liability resulting from a breach of our duty as an occupier of the Common Areas and Facilities and insuring the liability of the Corporation with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence and without right of subrogation as against us, our directors, officers, managers, agents and employees, and as against the Purchaser and the Resident(s).
- (vi) **Boiler, Machinery and Pressure Vessel Insurance:** Insure against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- (vii) **Directors and Officers Insurance:** Insurance for directors and officers of the Corporation shall be acquired by the Corporation, with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence.

37.2 **General Provisions:**

- (a) We shall have the exclusive right, on our own behalf and as the Purchaser's agents, to adjust any loss and settle any claims with respect to all insurance placed by us, and to give such releases as are required, and the Purchaser shall be bound by such adjustment; provided, however, that we may in writing, authorize the Purchaser to adjust any loss to the Suite.

- (b) Every mortgagee of a Suite shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Purchaser and Resident. Renewal certificates or certificates of new insurance policies shall be furnished to each Purchaser and Resident, and to each mortgagee who have requested same. We shall keep the policy for any insurance coverage in our offices, available for inspection by the Purchaser or any mortgagee on reasonable notice.
- (d) No insured other than us shall be entitled to amend any policy or policies of insurance obtained and maintained by us. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in this Agreement.
- (e) Prior to obtaining any policy or policies of insurance under clauses (a), (b), (c) of this sub-paragraph, or any renewal or renewals thereof and at such other time, we shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property insured for the purpose of determining the amount of insurance to be obtained.

### 37.3 **By The Purchaser:**

You acknowledge that the foregoing insurance is the only insurance required to be obtained and maintained by us and that you should obtain and maintain the following insurance, or any other insurance you consider advisable, for your own benefit:

- (a) Insurance on any additions, improvements or betterments that you make to the Suite and for your furnishings, fixtures, equipment, decorating and personal property and chattels contained within the Suite, and your personal property and chattels stored elsewhere on Trinity Ravine Towers, including any automobiles, and for loss of use and occupancy of the Suite in the event of damage.
- (b) Public liability insurance, in an amount not less than Five Million (\$5,000,000.00) Dollars, covering the liability of the Purchaser, Residents, tenant, invitee or licensee of such Purchaser, to the extent not covered by any public liability and property damage insurance obtained and maintained by us. The Corporation shall be a named beneficiary of that liability insurance.
- (c) Insurance for additional living expenses incurred by the Purchaser or Resident if forced to vacate the Suite by one of the hazards protected against by the Corporation's insurance policy or policies.
- (d) Your insurer shall agree to waive and right of subrogation against us, our directors, officers, managers, agents and employees.
- (e) You will not be permitted occupancy until you produce evidence of bound insurance outlined in sub-paragraphs 37.3(a), 37.3(b) and 37.3(c).

### 37.4 **Proceeds of Insurance:**

In the event that:

- (a) the Corporation is obligated to repair or replace the Common Areas and Facilities, any Suite, or any property insured in accordance with this Agreement, or contribute to the repair or replacement of the recreational amenities. The Corporation shall disburse all proceeds in order to satisfy the obligation of the Corporation to make such repairs.
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with sub-paragraph 36.1, or otherwise, the Corporation shall hold and pay all proceeds for you according to your respective Proportionate Share up to the maximum payment provided in sub-paragraph 36.1. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or

mortgagees to whom such loss is payable under any policy of insurance and in satisfaction of any amount due to you by us.

38. **Disclosure Statement:**

- 38.1 Prior to completion, the Corporation will deliver to you a Disclosure Statement, which will include the following:
- (a) A summary of any unsatisfied judgments against the Corporation, and any threatened actions, suits or proceedings of which the Corporation is aware;
  - (b) A statement that the Corporation has not, or is not contemplating giving notice to convene a special or general meeting of Purchasers or members of the Corporation respecting the dissolution or winding up of the Corporation, any substantial change in the assets or liabilities of the Corporation;
  - (c) A proposed operating budget for the current and, if available, next fiscal year of Trinity Ravine Towers, including projected additions to, and disbursements from, the Reserve Fund;
  - (d) A detailed description of the manner of determining the calculation of the Occupancy Fee for each Suite;
  - (e) Copy of a Certificate of Insurance in connection with the insurance to be maintained by the Corporation.
- 38.2 On completion, the Corporation will deliver a Certificate to you warranting the accuracy of the information contained in the Disclosure Statement as of the Completion Date.

39. **Schedules:** The following schedules are part of this agreement:

Schedule "F" Legal Description  
 Schedule "G" Common Areas and Facilities  
 Schedule "H" Rules and Regulations  
 Schedule "I" Features and Specifications  
 Schedule "J" Admission Criteria  
 Schedule "K" Dispute Resolution  
 Schedule "L" Suite Floor Plan  
 Schedule "M" Amending Agreement for Lenders

40. **No merger:** All rights and obligations in the Agreement survive the Completion Date and do not merge because of the occupancy of the Suite.
41. **Governing law:** The Agreement is governed by the laws of Ontario and Canada.
42. **Entire agreement:** The Agreement is the entire agreement among all of us dealing with the matters contained in it and supersedes any prior agreements. No modification of this Agreement is binding unless it is written and signed by all of us. No warranties, declarations or undertakings will be given or required on the Completion Date, except as stated in this Agreement.
43. **Severability:** If any term of the Agreement is illegal or unenforceable, the remaining terms of this Agreement are not affected.
44. **Successors and assigns:** The Agreement benefits and binds you, your legal or personal representatives, your permitted assigns and our successors and assigns.
45. **Non-waiver:** The Board of the Corporation may make exceptions to the provisions of this Agreement for special circumstances. No departure from or waiver of the terms of the Agreement authorizes any prior or later departure or waiver. We are not obliged to continue any departure or waiver or to permit any later departure or waiver.
46. **Notice:** Where the Agreement allows or requires a notice to be given to a party, this notice may be given by delivering it by facsimile transmission, followed by an immediate mailing by prepaid registered mail addressed to the party at the party's last known address. If there is an interruption in normal postal delivery, delivery of such notice must be made personally.

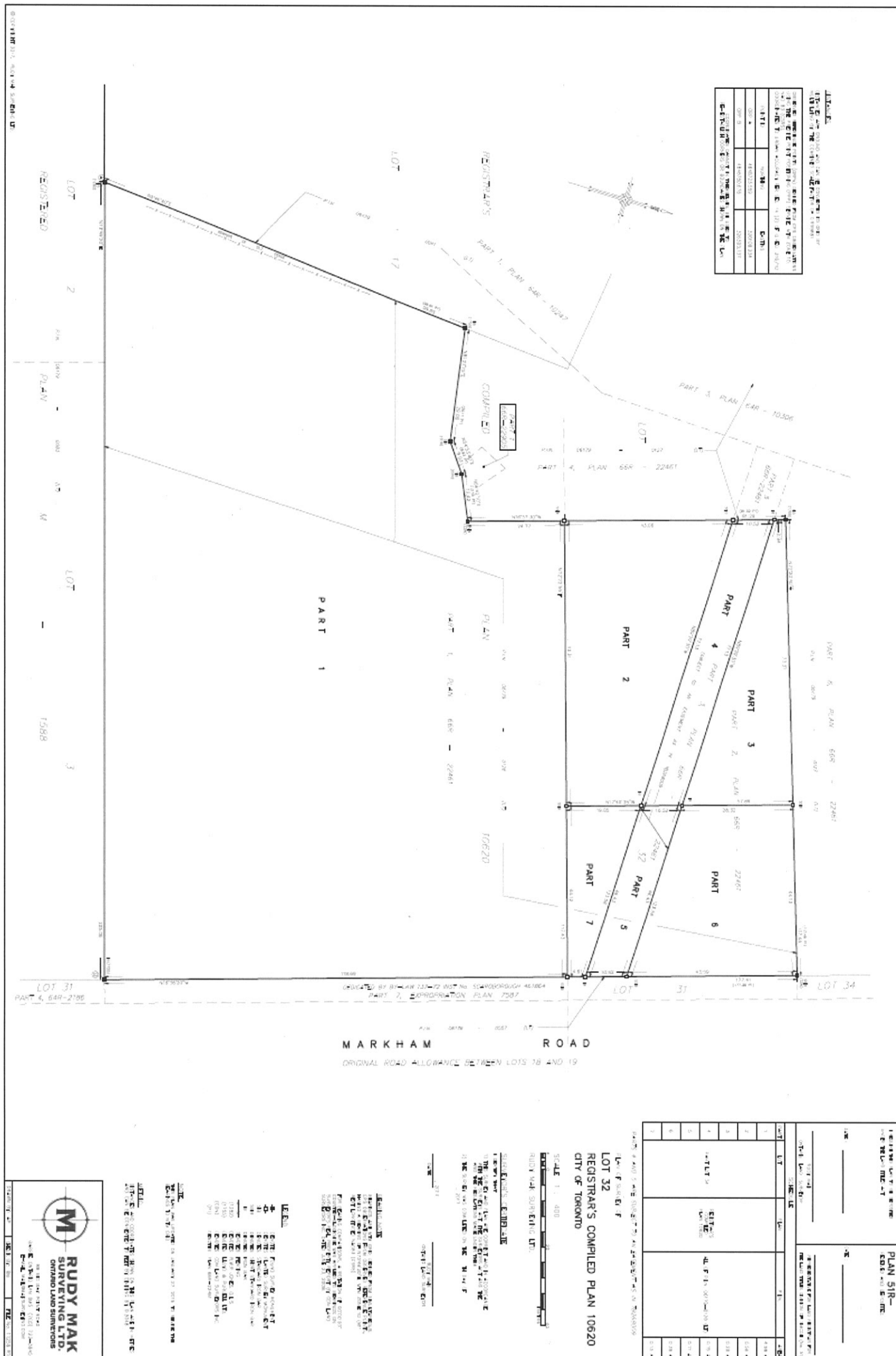
47. **Further assurances:** All of us will, at the request of any other party, execute such further documents as may be required to give effect to the Agreement.
48. **Remedies cumulative:** All our remedies are cumulative and the exercise of one will not deprive us of the others.
49. **Planning Act compliance:** This Agreement shall be effective to create an interest in the Lands only if the Corporation complies with the subdivision control provisions of the *Planning Act* by the Completion Date. The Corporation covenants to proceed diligently at its expense to obtain any necessary consent by the Completion.
50. **Force majeure:** The parties are not liable for any liability, cost or expense incurred due to labour disputes, riots, natural catastrophes, explosions, acts of God, or any other similar event which is beyond the reasonable control of the parties. Any failure or delay by a party in the performance of its obligations under the Agreement due to such causes is not a breach of the Agreement.
51. **Representations and warranties:** Any floor, zoning, grading or other plan or sketch, including a site plan, landscaping plan or phasing plan, is a general depiction for illustration purposes only and does not bind us. We provide no warranty in connection with sod, shrubs, grass, trees, or other landscaping.
52. **Headings:** The headings of the paragraphs and sub-paragraphs of the Agreement are inserted for convenience only and are not part of the Agreement.
53. **Dispute Resolution:** Any dispute arising between the parties under this Agreement may be referred to mediation and, if necessary, arbitration pursuant to Schedule "K" hereof.
54. **Time of the Essence:** Time is of the essence of this Agreement.
55. **Amendments to Lease:** The Corporation may also amend this Agreement from time-to-time to reflect current policies and procedures, provided that the intent of this Agreement is unaffected.

**SCHEDULE "F"**

**LEGAL DESCRIPTION**

**Part of Property Identifier Number: 06179-0128 (LT).**  
**Municipal Address: New Municipal Number to be Allocated to the North**  
**part of 1250 Markham Road, Toronto, Ontario, M1H 2Y9**

PART OF LOT 32 RCP 10620, BEING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCARBOROUGH, SUBJECT TO AN EASEMENT AS SET OUT AS INSTRUMENT TB268009; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRIBED AS PARTS 5, 6 & 7 OF THE DRAFT REFERENCE PLAN ATTACHED.



**SCHEDULE "G"****COMMON AREAS AND FACILITIES**

The entirety of Trinity Ravine Towers, and the surrounding grounds on the Lands, including all sidewalks, entry passageways, walkways, driveways, and other accesses to and from the Suite, and the dining/multi-purpose room, activity rooms, theatre or media room, lobby, library, exercise/fitness and wellness rooms, other activity rooms, public washrooms, resident storage locker room(s), common kitchen, and resident lounges, but excluding the Suite and suites occupied by other Purchasers and areas designated as service rooms.



SCHEDULE "H"

RULES AND REGULATIONS

FORMING PART OF LIFE LEASE OCCUPANCY AGREEMENT

The following rules and regulations shall be observed by the Resident, and the term "Resident" shall include the Resident named in the attached Agreement, or any other person(s) occupying the Suite:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. Any damage resulting to them from misuse, or from unusual or unreasonable use, shall be borne by the Resident who, or whose guests, visitors, servants, or agents, shall cause it.
2. No sign, advertisement, or notice, except as may be approved and erected by the Corporation, shall be inscribed, painted, affixed, or placed on any part of the inside or outside of Trinity Ravine Towers, the Suite or the Common Areas and Facilities whatsoever.
3. The Resident shall not do, or permit anything to be done in the Suite, Common Areas and Facilities, or bring or keep anything therein, which will in any way increase the risk of fire or the cost of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other residents, or in any way injure or annoy them, or conflict with the laws relating to fire, or with the regulations of the fire department, or with any insurance policy carried by the Corporation or any Resident, or conflict with any of the rules and ordinances of the board of health, or with any statute or municipal by-law.
4. Water shall not be left running unless in actual use.
5. The Resident shall not place, leave or permit to be placed or left in or upon the Common Areas and Facilities, any debris, refuse or garbage.
6. The Resident, his/her guests, visitors and servants shall not create or permit the creation of, or continuation of, any noise or nuisance which, in the opinion of the Corporation, may or does disturb the comfort and/or quiet enjoyment of the property by other residents, their guests, visitors, servants and persons having business with them.
7. Nothing shall be thrown out of the windows or doors of the Suite.
8. With the exception of guide-dogs required by the visually impaired, the Corporation has adopted a pet policy that permits Residents to house domestic pets (cats, dogs, birds, and fish) on **specific floors**. Any resident wishing to house a pet must obtain written approval from the Corporation and execute and agree to the terms of the Corporation's pet policy. Only one (1) dog or cat is permitted per suite and these pets must be spayed or neutered, and limited to a mature weight of no more than twenty-five (25) pounds or eleven (11) kilograms. No other animals of any kind will be permitted, including exotic, fowl, livestock or aggressive pets of any nature. No pet that is deemed by the Corporate in its absolute discretion to be a nuisance shall be kept by the Resident in the Suite. A Resident shall, within one (1) week of receipt of written notice from the Corporation requesting the removal of such pet, permanently remove such pet from the Suite or be considered in default under the Agreement. The breeding of any animals of any kind at Trinity Ravine Towers is strictly prohibited.
9. No Resident shall overload existing electrical circuits.
10. No stores of combustible or offensive goods, provisions or materials shall be kept in the Suite, Parking Space, Storage Locker, the Common Areas and Facilities or elsewhere in Trinity Ravine Towers.
11. No noise, caused by any instrument or other device, or otherwise, which, in the opinion of the Corporation, may be calculated to disturb the comfort of the other residents will be permitted.
12. The sidewalks, entry, passageways, walkways and driveways used in common by the residents shall not be obstructed or used by any of the residents, their guests or persons having business with them for any purposes other than for ingress and egress to and from their respective Suites.

13. No motor vehicle (other than a private passenger automobile, station wagon, or minivan) or commercial vehicle, boat, camper or trailer (other than a half-ton or less truck) shall be parked in the Parking Space or on any part of the Common Areas and Facilities, nor shall any repairs be made to such motor vehicle in the Parking Space or on the Common Areas and Facilities, and no motor vehicle shall be driven on any part thereof other than on a driveway or Parking Space.
14. No motor vehicle shall be parked on any part of the Common Areas and Facilities other than a designated parking space. Machinery or equipment of any kind shall not be parked on any part of the Common Areas and Facilities.
15. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Lands or within Trinity Ravine Towers, including grass, trees, shrubs, hedges, flowers or flower beds.
16. Any loss, cost, or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any Resident, his guests, servants or occupants of his Suite shall be borne by such Resident and may be recovered by the Corporation from such Resident in the same manner as the Occupancy Charge referred to in this Agreement.
17. No bicycles or scooters shall be driven on any part of the Common Areas and Facilities other than on roadways, driveways and sidewalks, with the exception of wheelchairs. All bicycles and scooters must be stored within the Suite, Parking Space, Storage Locker or designated storage room(s).
18. Other than the parking spaces reserved for the exclusive use and occupation of all Residents, and those designated for handicapped parking, parking spaces cannot be reserved. Subject to the foregoing, all parking areas are for the common use of all residents and their visitors. All overnight guests parking in designated visitor parking areas are required to notify the property manager and shall prominently display a sticker in their front windshield provided by the Corporation.
19. Residents may not alter or add to the Suite, any structures without the written permission of the Corporation. Should any structure be erected without permission, it will be removed by the Corporation, and the cost of such removal will be added to the Occupancy Charge.
20. Water taps that are intended for the common use of all residents must be kept easily accessible to the Corporation and all other residents.
21. The Corporation has declared Trinity Ravine Towers a non-smoking environment in accordance with the Ontario Tobacco Act, neither you or your guest shall smoke in any of the common areas,
22. Any alterations or additions to the Rules and Regulations as may be made by the Corporation shall be effective upon approval by the Corporation and delivery of a copy of the same to the Resident.
23. Alterations or repairs (other than of an emergency nature) to Suites by professional workmen will be allowed between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday only.
24. Any type of work performed by a Resident of a nature which could disturb other Residents must be done between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday only.
25. Except in emergencies, the Corporation or its agents shall not enter the Suite without giving 24 hours written notice to the Resident, specifying a time during daylight hours. The Corporation shall have the right to show the premises during reasonable hours, to a prospective purchaser after written notice by the Purchaser of moving or intent to Transfer his/her Life Lease Interest.
26. No exclusive use balcony, patio or terrace is to be used for storage of any personal property of the Resident. Only seasonal furniture is allowed on balconies, patios and terraces, and no barbecuing is permitted.
27. All drapery must be beige in colour or lined with beige material so as to give Trinity Ravine Towers a uniform exterior appearance.
28. No satellite dish, television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any Suite or Common Areas and Facilities or on

- any part of the Lands, except by the Corporation in connection with a common television cable system.
29. No structures or partitions, whether affixed or free-standing, may be erected on any patio, balcony or terrace. Other than typical patio furniture (chairs, table and non-affixed umbrella), all planters, furniture and outdoor fixtures must be approved by the Corporation prior to being placed on such outdoor space. No pavers or patio stones on private terraces may be lifted or disturbed by Residents.
  30. The Suite shall not to be used for any "commercial" and/or "transient" use, including, but without limiting its general meaning, any of the following:
    - (i) the carrying on of a business that requires access by the public;
    - (ii) hotel or boarding or lodging house use. For greater certainty, use of a Suite for short term leasing, whether through companies such as Airbnb, VRBO or similar business enterprises, is strictly prohibited; and
    - (iii) any transaction where any party who is not a Resident acquires a right is or entitlement to use or occupy the Suite on a transient use basis or under any arrangement commonly known as time sharing.
  31. For the purposes of the Rules, any "transient" use of a Suite includes, but without limiting its general meaning, the use or occupancy of a Suite for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
  32. Any person who is engaged in the operation of a commercial or transient use anywhere on the Corporation's property (such as, by way of example, the operation of a hotel business), which is prohibited by the Rules and Regulations shall be deemed a trespasser and entry to or upon the common elements may be expressly denied by the Corporation.
  33. The initial term of any occupancy agreement the Purchaser wishes to enter into with a proposed occupant must be for a period of not less than one (1) year. All arrangements for occupancy by a person who is not a Resident of the Suite shall be in writing and provided to the Corporation for review to allow it to determine whether to consent to allowing the occupancy.
  34. All washing machines must be installed using barded stainless steel hoses, no rubber hoses are permitted.

**SCHEDULE "I"**

**FEATURES AND SPECIFICATIONS**

**EASY-LIVING DESIGN FEATURES**

- entrance, bedroom, main bathroom & master ensuite doors 3' wide
- no suite door less than 2'10" to accommodate future walkers or wheelchairs
- levered hardware on all doors
- easy grip cabinet handles on kitchen and bath cabinets
- single-levered bath and kitchen faucets
- "toe-tester" in all tubs and showers, pressure balanced temperature controls
- adjustable shower wand in all tubs and showers
- spacious master bathrooms
- medicine cabinet in master bath
- paddle or decora type light switches
- lower light switches and thermostats at 4' height
- higher electrical receptacles - 18" off floor
- laundry hook-ups for stacked washer/dryer
- fan-coil units for heating/cooling with individual controls in each suite for heating & cooling on demand anytime of the year
- linen cupboard and shelves in each suite

**RESIDENT SAFETY & SECURITY FEATURES**

- television monitored security surveillance cameras at front vestibule, underground garage and other unsupervised areas throughout building
- telephone-controlled main entry security system in front vestibules
- wide public corridors (5'-5" minimum) with handrail on one side
- keyless resident security access pads with automatic door operators
- sprinkler heads and smoke and heat detectors in each unit
- individual smoke detectors hardwired to electrical panel
- electric range disconnect integrated with smoke-detector
- extra lighting and panic buttons in underground garage
- room-to-room transitions low or zero thresholds
- remote entry pad for parking garage
- diagonal, rear grab bar and vertical side grab bars in all master ensuites
- ceiling lights in all tubs and showers
- LED lighting in suites and common areas

**GENERAL BUILDING FEATURES**

**General**

- Expansive 9-foot ceilings, 10-foot ceilings in Penthouses
- Roomy balconies and terraces as per suite layout
- 3 elevators – 1 with rear door for moving
- garbage chutes on each floor with recycling area
- wheel chair accessible common areas
- spacious entrance lobby with lounge, water feature and fireplace
- concierge/security desk
- mail room off lobby
- library/reading area off lobby
- meeting/board rooms, media, games and crafts rooms
- communal dining room with commercial kitchen
- garden lounge
- move-in room on with separate rear entrance

- fitness/exercise room

## DETAILED BUILDING AND SUITE FINISHES AND FEATURES

### Kitchen

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex (1 primer, 2 finish coats, touch-up paint provided for each suite)
- choice of custom quality European-style melamine face cabinets with granite countertops
- deep cabinets above refrigerator
- full height pantry
- double compartment stainless steel kitchen sink with single lever faucet
- fridge placement to enable door to be opened beyond 90 degrees for better access, shelf removal and cleaning

### Appliances

- built-in dishwasher with energy-saving cycle, stainless steel
- 18 cubic foot, refrigerator with top-mounted freezer, stainless steel
- 30" self-clean, ceran-top electric range, stainless steel
- integrated microwave range hood
- 27" stacked washer/dryer, white

### Baths

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex, (1 primer, 2 finish coats, touch-up paint provided for each suite)
- one-piece walk-in shower with moulded seat (60" x 35") in all 1 bath suites and in master bathroom
- standard bathtub and shower in 2nd full bath
- single lever faucets at tubs, shower and sink, pressure balanced tub controls
- choice of
- European-style melamine vanity with granite countertops in all baths
- mirrored medicine cabinet in master bathroom, mirror over sink in all 2nd baths & powder room
- exhaust fan in all baths with fan on separate switch
- quality grade plumbing fixtures

### Flooring

- choice of wood-laminate flooring in living/dining room and bedrooms
- choice of porcelain tile in baths, laundry closet and kitchens

### Walls, Ceiling and Trim

- white spray textured stippled ceilings
- gypsum drywall with quality Pearl latex paint (1 primer, 2 finish coats, touch-up paint provided for each suite)
- baseboard to be paint-grade, sanded, primed and painted (1 primer, 2 finish coats)

### Doors and Windows

- quality lever door hardware throughout
- Hollow Core interior doors
- pre-finished sliding patio doors with full glazed panel and screens
- linen shelving in master bedroom closets
- insulated thermally broken low-E windows in pre-finished exterior aluminum frames, operable sections with insect screens
- solid core, wood laminate-faced entrance door with viewer

**Mechanical**

- central high-efficiency gas-fired heating and air-conditioning with individual fan-coil on separate thermostat in each suite
- central high-efficiency gas-fired domestic hot water
- individual "smart-meters" for each suite
- dryer and bath exhaust fans ducted directly to exterior

**Electrical**

- individual electrical service, with copper wiring, circuit breaker panel
- quality interior light fixtures in foyer, kitchen, bedrooms, and bathrooms
- dining room box and switch (purchaser to provide fixture)
- pre-wired for telephone in kitchen, living room, bedrooms and den
- three line telephone cable to each suite for internet or facsimile capability
- pre-wired for cable TV in living room, all bedrooms and den

**Exterior and Common Features**

- quality porcelain or stone tile at entry vestibule and elevator lobbies
- commercial grade carpeting in corridors and lounges
- corridors, vestibule and lobbies to be high quality attractive finish
- garbage chute from each floor, recycling area
- make-up air to be roof-mounted HVAC units for pressurization of all floors
- 3 elevators with laminate cab walls
- amenity and common rooms to be air-conditioned

**Suite Finish Selections****3 standard colour packages to select from, including:**

- wood-laminate flooring
- porcelain tile flooring
- kitchen and bathroom cabinets
- kitchen and bathroom countertops

**Standard Suite Finishes**

- plumbing fixtures to be white
- kitchen appliances to be stainless steel
- stacked washer-dryer to be white

**Upgrade Suite Features (additional cost applies)**

- engineered hardwood flooring (3 selections)
- mirrored sliding closet doors (choice of closets)
- stone kitchen counters (3 selections)
- upgrades to appliances



## SCHEDULE "J"

### ADMISSION CRITERIA

The "Resident", as defined in this Agreement, at *Trinity Ravine Towers* must meet prescribed eligibility and admission criteria and agree to abide by the policies established by the Corporation. This criterion has been established to ensure a homogenous and healthy living community for all residents. **Age:** if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; PROVIDED THAT caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.

1. Any "Purchaser(s)" who will not also be noted as "Resident(s)", as defined in the Life Leaser Occupancy Agreement, must be approved in advance by the Corporation.
2. With the exception of guide-dogs required by the visually impaired, the Corporation has adopted a pet policy that permits Residents to house domestic pets (cats, dogs, birds, and fish) on Specific Floors. Any resident wishing to house a pet must obtain written approval from the Corporation and execute and agree to the terms of the Corporation's pet policy. Only one (1) dog or cat is permitted per suite and these pets must be spayed or neutered, and limited to a mature weight of no more than twenty-five (25) pounds or eleven (11) kilograms. No other animals of any kind will be permitted, including exotic, fowl, livestock or aggressive pets of any nature. No pet that is deemed by the Corporation in its absolute discretion to be a nuisance shall be kept by the Resident in the Suite. A Resident shall, within one (1) week of receipt of written notice from the Corporation requesting the removal of such pet, permanently remove such pet from the Suite or be considered in default under the Agreement. The breeding of any animals of any kind at Trinity Ravine Towers is strictly prohibited.
3. All residents must abide by all policies established for *Trinity Ravine Towers*.



**SCHEDULE "K"**  
**DISPUTE RESOLUTION**

**1. Informal Process**

In the event of any dispute or disagreement between the parties to this Agreement with respect to the interpretation of this Agreement, or the fulfilment or non-fulfilment or alleged breach of the obligations of any party under this Agreement, the parties will meet in person to discuss the problem and negotiate in good faith without the necessity of any formal proceedings. No formal proceedings for the resolution of such dispute may be commenced until a party concludes in good faith that resolution through continued negotiation of the matter in issue does not appear likely.

If the dispute or disagreement between the parties cannot be resolved within twenty-eight (28) business days, a mutually agreed upon mediator may be appointed upon five (5) business days written notice given by any party to assist in the settlement of such dispute. The costs of the mediator shall be shared equally by the parties. If the parties are unable to resolve such dispute within sixty (60) days of the date of such mediator's appointment, it is agreed that any party may at any time after such sixty (60) day period, give written notice to the other party of its desire to submit such dispute to arbitration as outlined under paragraph 2.

**2. Formal Process**

Any dispute that has not been resolved informally pursuant to paragraph 1 shall be submitted to arbitration by a party by a written notice (the "Arbitration Notice") to the other party. The date of delivery of the Arbitration Notice shall be the "Notice Date". Subject to the provisions hereinafter set forth, the arbitration will be conducted and determined in accordance with the rules of the International Commercial Arbitration Act, Ontario, as amended from time to time. The procedure mandated by the International Commercial Arbitration Act shall be modified as follows:

- (1) The arbitration will be conducted at a location determined by the parties by a single arbitrator with suitable expertise to be agreed upon by the parties within fourteen (14) calendar days of the Notice Date. If the parties cannot agree on the arbitrator in the time frame stipulated by this paragraph, any party may request a Justice of the Superior Court of Justice to appoint the arbitrator;
- (2) The arbitrator may, for the purpose of encouraging settlement of the dispute, with the consent of the parties, use mediation, conciliation or other procedures at any time during the arbitration proceedings and in so doing will not be disqualified from resuming the role as arbitrator;
- (3) The procedural rules the arbitrator wishes to establish, for the arbitration shall be determined by the arbitrator within fourteen (14) business days of the appointment of the arbitrator. The arbitrator shall commence the arbitration hearing within twenty-eight (28) business days of the appointment of the arbitrator and the arbitration shall be completed within forty-two (42) business days of the date that it is commenced. The arbitrator shall render a decision within fourteen (14) days after the arbitration is completed and such decision shall be final and binding on the parties and neither party shall appeal the decision on any basis to any court;
- (4) Upon failure, refusal or inability of the arbitrator to act, a successor shall be appointed in the same manner as the original appointment;
- (5) The arbitrator shall render the decision in writing with counterpart copies to the parties. The arbitrator shall have no right to modify the provisions of this Agreement, or the constating documents of a party; and,
- (6) The costs of the arbitration, including the fees and expenses of counsel, expert and witness fees, and costs of the arbitrator shall be in the discretion of the arbitrator, who shall have the power to make any award which is just in the circumstances.

**3. Performance Notwithstanding Dispute**

During the continuation of such period of any mediation or arbitration no default shall be deemed to have occurred in the performance of any covenant, obligation or agreement under this Agreement, which is the subject matter of such mediation or arbitration.

**SCHEDULE "L"**  
**FLOOR PLAN AS PER ATTACHED**

**SCHEDULE "M"**  
**AMENDING AGREEMENT TO  
LIFE LEASE OCCUPANCY AGREEMENT**

**B E T W E E N**

**GLOBAL KINGDOM MINISTRIES**  
(hereinafter known as the "**Corporation**")

- and -

■  
(hereinafter known as the "**Purchaser**")

- and -

■  
(hereinafter known as the "**Resident**")

- and -

■  
(hereinafter known as "**Lender**")

**WHEREAS** the Purchaser has entered into a Life Lease Occupancy Agreement ("**Agreement**") with the Corporation dated ■, whereby the Purchaser was granted the Life Lease Interest identified in that Agreement;

**AND WHEREAS** the Resident was granted certain rights under the Agreement;

**AND WHEREAS** the Purchaser and Resident for the purposes of this Amending Agreement shall hereinafter be known collectively as the "**Residents**";

**AND WHEREAS** Lender has agreed to loan to the Residents the principal amount of ■ Dollars (\$■) (the "**Loan**") subject to the execution and delivery of and pursuant to the terms of the following documents issued or to be issued in favour of Lender (hereinafter known as the "**Loan Documents**"):

- (a)
- (b)

**[List any additional Loan Documentation]**

**AND WHEREAS** it is a condition precedent to Lender's obligation to advance the Loan that the Residents and the Corporation enter into this Amending Agreement;

**AND WHEREAS** the parties wish to enter into this agreement (the "Amending Agreement") to amend the Agreement to provide additional rights to the Corporation and to provide certain rights to Lender to facilitate the Loan and the sale of the Life Lease Interest to a new purchaser and the recovery of a portion of the proceeds from that sale by Lender upon any default thereunder.

**NOW THEREFORE** in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto) the parties hereto agree as follows:

- 1. All capitalized terms used but not defined in this Amending Agreement shall have the respective meaning given to such terms in the Agreement.
- 2. In addition to the events listed in paragraph 32 of the Agreement, the Corporation and the Residents agree that the Residents' Life Lease Interest shall immediately terminate upon the occurrence of the following events:
  - (a) if the Residents fail to make when due any payment of any principal amount or interest payable in respect of the Loan or if there is any other default or failure in the observance or performance of any other act required to be done under any of

the Loan Documents or any other covenant or condition required to be observed or performed under any of the Loan Documents; and

- (b) if Lender delivers a notice to the Residents and the Corporation of such default and of the termination of the Life Lease Interest. Such notices shall be made to the Residents at the Suite and to the Corporation at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9 to the attention of the Executive Pastor and shall be deemed to have been received, in the case of delivery, on the day of delivery, and in the case of mailing, on the second day after mailing.
- 3. Upon termination of the Life Lease Interest pursuant to paragraph 2 of this Amending Agreement, the Residents shall deliver up vacant possession of the Suite within thirty (30) days of the termination date. The Residents hereby consent to a court order requiring each of the Residents to vacate the Suite in the event that the Life Lease Interest is so terminated.
- 4. Upon termination of the Life Lease Interest pursuant to paragraph 2 of this Amending Agreement, the Lender, instead of the Purchaser, shall have the right to resell the Life Lease Interest, and the procedure set out in paragraphs 34 and 35 of the Agreement shall apply *mutatis mutandis* to any such sale, except that Lender shall have all the rights and obligations of the Residents or their personal representatives set out in those two paragraphs.
- 5. Upon any termination of the Life Lease Interest under the Agreement, other than a termination made under paragraph 2 of this Agreement, the Corporation shall immediately notify Lender of such termination in writing at the Branch of Lender identified in Attachment 2 of this Amending Agreement and the Residents hereby irrevocably direct and authorize the Corporation to provide the Lender with details of the Agreement and the sale of the Life Lease Interest, including the price of the sale.
- 6. Upon any sale of the Life Lease Interest and notwithstanding any other term of the Agreement, the Lender agrees to discharge any and all notices or other registered documents it has or has caused to be registered on title to the Lands or over which it has any control contemporaneously with receipt of the proceeds of the sale of the Life Lease Interest, including any notice or document registered by the Residents on the Lands. The Residents hereby irrevocably authorize and appoint the Lender as their agent and attorney for these purposes.
- 7. All amounts received by Lender arising from a sale of the Life Lease Interest with the exception of the administrative fee set out in sub-paragraph 35.5 of the Agreement, any payments required to be made to the Corporation by set out in paragraph 32 and any amounts required to discharge any liens registered against the Lands which were registered as a result of the Residents actions, which the Lender agrees to pay or cause to be paid to the Corporation contemporaneously with its receipt of the proceeds of the sale of the Life Lease Interest, may be applied to discharge or satisfy any reasonable expenses (including expenses of enforcing Lender's rights under this Amending Agreement and the Loan Documents), borrowings, taxes and other outgoings which are considered advisable by Lender to protect, preserve, repair, process, maintain or which are incurred in connection with the enforcement of the Loan and the Loan Documents, or which are otherwise payable pursuant thereto, or enhance any properties subject to a security interest in favour of Lender or to prepare same for sale, lease or other disposition. The balance of such proceeds from the sale of the Life Lease Interest may, at the sole discretion of Lender, be applied to, or be held as collateral security for, any and all Indebtedness (defined below) (whether or not the same are due and payable) in each case in such manner and at such times as Lender considers appropriate, and thereafter will be accounted for as required by law.
- 8. The Residents hereby indemnify and save harmless the Corporation and Lender from any and all liabilities, damages, costs, claims, suits or actions arising in any way from the Purchaser having entered into the Loan with Lender, any default in his or her obligations to Lender pursuant to the Loan or any of the Loan Documents or this Amending Agreement, including any costs and expenses, including legal costs on a full indemnity basis, incurred in enforcing this Amending Agreement or the Agreement or obtaining such court orders as are necessary to require the Residents to vacate the Suite so that the Life Lease Interest may be resold to a new purchaser and the proceeds of that sale paid to the Lender and the Corporation. This indemnity shall survive the termination of the Agreement and this Amending Agreement.
- 9. Each of the Purchaser and the Residents shall from time to time forthwith upon Lender's request do, make and execute all such financing statements, further assignments,

documents, acts, matters and things as may be required by Lender to accomplish the purposes of this Amending Agreement including, without limitation, the sale of the Life Lease Interest, and the Purchaser and the Residents hereby constitute and appoint the Manager for the time being of the branch of Lender set out in the Loan Documents, or any other branch at which this Amending Agreement is held, the true and lawful attorney of such Purchaser or Resident, irrevocably, with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of such Purchaser whenever and wherever Lender may deem it necessary or expedient, including without limitation any document to be delivered by the Residents to the Corporation set out in paragraphs 34 or 35 of the Agreement and any document needed to discharge any notice or document registered on title to the Lands by or on behalf of the Residents.

**[Paragraphs 10 to 16 are optional at the discretion of the Lender]**

10. As general and continuing collateral security for the payment of all present and future indebtedness, liabilities and obligations of the Residents and either of them to Lender wheresoever and howsoever incurred and any ultimate unpaid balance thereof (the "**Indebtedness**") the Residents hereby assign and transfer all proceeds from the sale of the Life Lease Interest and all debts, accounts, claims, monies and choses in action which now are or which may at any time hereafter be due or owing to or owned by the Residents or either of them in respect thereof (all of the foregoing being herein referred to as the "**Collateral**") to Lender.
11. If any Purchaser defaults in any of his or her obligations to Lender (including, without limitation, under the Loan or any of the Loan Documents), Lender may collect, realized, sell or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Residents (except as otherwise required by any applicable law).
12. Lender shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing, or obtaining the same or for the purpose of preserving any rights of Lender, the Residents or any other person, firm or corporation in respect of the same.
13. Lender may grant extensions of time and other indulgences, take and give up securities, except compositions, grant releases and discharges and otherwise deal with the Residents and others and with the Collateral and other securities as Lender may see fit without prejudice to the liability of the Residents and each of them to Lender or Lender's right to hold and realize upon its security.
14. All monies collected or received by the Residents or either of them in respect of the Collateral shall be received as trustee for Lender and shall be forthwith paid over to Lender by such Purchaser upon receipt.
15. All monies collected or received by Lender in respect of the Collateral, the Net Proceeds or the Proceeds (whether by virtue of this Amending Agreement or otherwise howsoever) after the Residents or either of them default in any of their obligations to Lender may be applied on account of such parts of the Indebtedness as to Lender seems best or in the discretion of Lender may be released to the Residents, all without prejudice to Lender's claims upon the Residents and either of them.
16. All monies collected or received by the Corporation in respect of the Net Proceeds or the Proceeds shall be received by the Corporation as trustee for Lender and shall be forthwith paid over to Lender by the Corporation upon receipt.
17. It is acknowledged and agreed that the terms of this Amending Agreement are in addition to and, unless specifically provided for herein, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Agreement. The Agreement shall henceforth be read and construed in conjunction with this Amending Agreement, and the Agreement, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Agreement, as amended and supplemented hereby, shall be and shall continue to be in full force and effect, with novation.
18. This Amending Agreement shall continue in full force and effect until terminated in writing by all of the parties hereto. Lender agrees to execute such termination upon full and final payment to it of all outstanding Indebtedness.



- 19. This Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- 20. This Amending Agreement shall be governed by, and construed and enforced in accordance with, the laws of the province of Ontario and the laws of Canada applicable therein.
- 21. Each of the rights and remedies granted to Lender in this Amending Agreement are separate and in addition to and not in substitution for any rights and remedies granted to Lender under the Loan Documents, or at law or otherwise.
- 22. This Amending Agreement together with any documents and instruments contemplated hereby, constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes any other prior agreements or representations.
- 23. No amendment, modification, or waiver of any provision of this Amending Agreement, or consent by Lender to any departure from any provision hereof, is any way effective unless in writing and signed by Lender, the Residents and the Corporation, in which event the amendment, modification, waiver or consent is effective only in the specific instance and for the specific purpose for which it is given.
- 24. Time shall, in all respects, be of the essence of this Amending Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amending Agreement to be duly executed and delivered as of the day and year first above written.

**GLOBAL KINGDOM MINISTRIES**

**NAME OF LENDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As Resident

**[All Residents and Purchaser under the Life Lease Occupancy Agreement must be party to this Amending Agreement]**

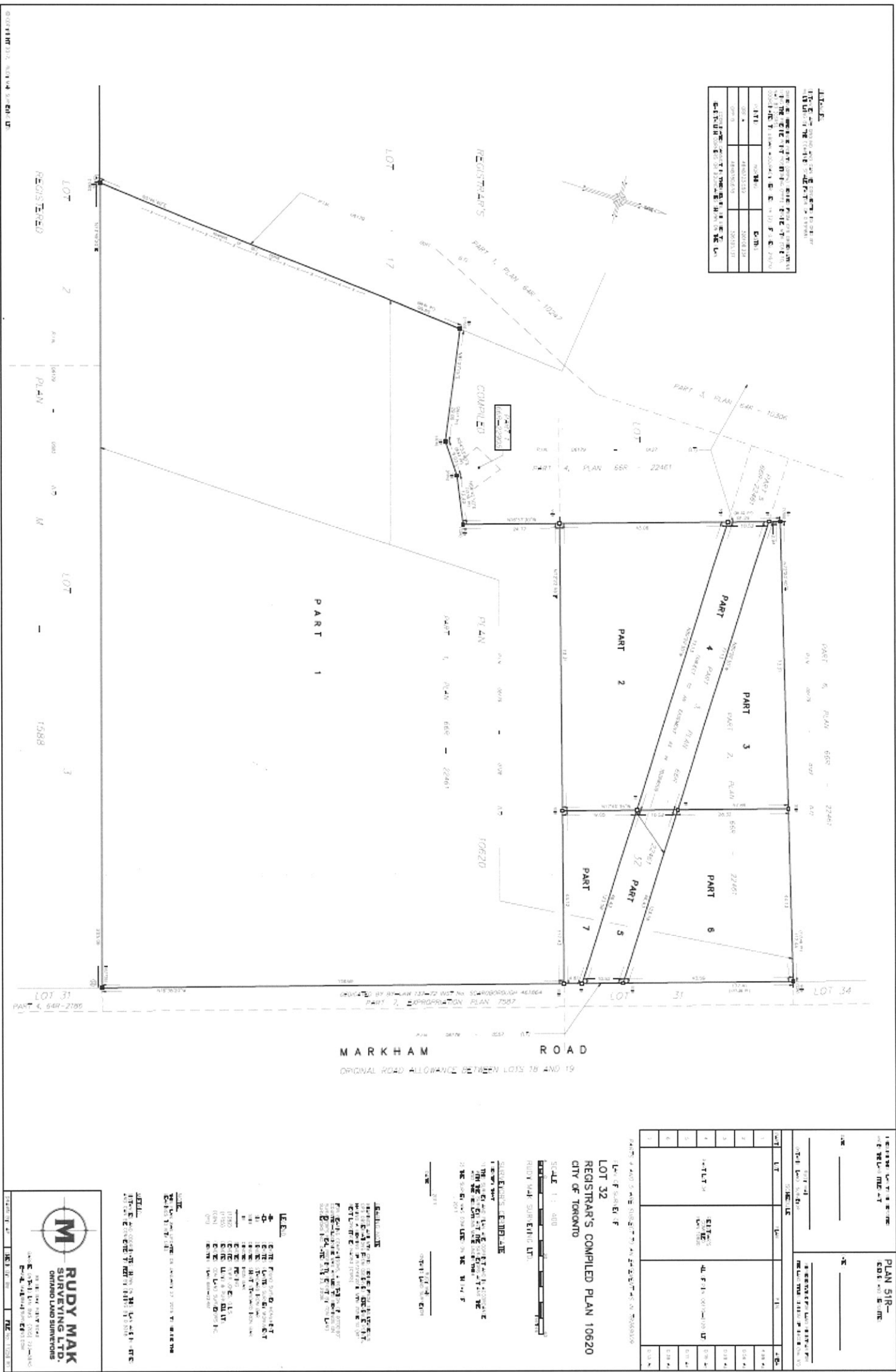
**ATTACHMENT 1**

**Description of the Lands**

**Part of Property Identifier Number: 06179-0128 (LT).  
Municipal Address: 1250 Markham Road, Toronto, Ontario, M1H 2Y9**

PART OF LOT 32 RCP 10620, BEING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCARBOROUGH, SUBJECT TO AN EASEMENT AS SET OUT AS INSTRUMENT TB268009; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRIBED AS PARTS 5, 6 & 7 OF THE DRAFT REFERENCE PLAN ATTACHED.





**ATTACHMENT 2**  
**Notice Address and Details of Lender**

DATED: \_\_\_\_\_

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**GLOBAL KINGDOM MINISTRIES**

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- and -

**PURCHASER**

- and -

**RESIDENT**

---

**LIFE LEASE OCCUPANCY  
AGREEMENT**

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**DAVID. C.K. TANG**

Partner

**Miller Thomson LLP**

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line: +1 416.597.6047**

**Fax: +1 416.595.8695**

This is Exhibit "J" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**Local Planning Appeal Tribunal**  
Tribunal d'appel de l'aménagement  
local



**ISSUE DATE:** August 17, 2018

**CASE NO(S):** MM170090

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 114(15) of the *City of Toronto Act*, 2006, S.O. 2006, c. 11, Sched. A

Referred by:	Global Kingdom Ministries Inc.
Subject:	Site Plan
Property Address/Description:	1250 Markham Road
Municipality:	Toronto
OMB Case No.:	MM170090
OMB File No.:	MM170090
OMB Case Name:	Global Kingdom Ministries Inc. v. Toronto (City)

**PROCEEDING COMMENCED UNDER** subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	Global Kingdom Ministries Inc.
Subject:	Application to amend the former City of Scarborough Employment Districts Zoning By-law No. 24982 – Refusal or neglect of the City of Toronto to make a decision
Existing Zoning:	Industrial (M)
Proposed Zoning:	Site Specific (To be determined)
Purpose:	To permit a mixed use residential building
Property Address/Description:	1250 Markham Road
Municipality:	City of Toronto
Municipal File No.:	15 204823 ESC 38 OZ
OMB Case No.:	MM170090
OMB File No.:	PL171387

**Heard:** June 5 and July 30, 2018 in Toronto, Ontario

**APPEARANCES:****Parties**

Global Kingdom Ministries Inc.

City of Toronto

**Counsel**

David Tang

Sarah Rogers

**MEMORANDUM OF ORAL DECISION DELIVERED BY STEFAN KRZECZUNOWICZ  
ON JULY 30, 2018 AND ORDER OF THE TRIBUNAL**

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**INTRODUCTION**

[1] This was a hearing into an appeal by Global Kingdom Ministries Inc. (the “Appellant”) of the failure of the City of Toronto (the “City”) to make decisions on zoning by-law amendment and site plan applications for a redevelopment at 1250 Markham Road (the “site”).

[2] An affidavit of service of notice of the hearing was entered into evidence as Exhibit 1.

**Proposal**

[3] The site is located north of the intersection of Markham Road and Ellesmere Avenue on the west side of Markham Road. To the west is Highland Creek, an area managed by the Toronto and Region Conservation Authority (“TRCA”). Industrial land uses lie to the north and south. There are several high rise apartments with commercial uses at grade to the east, on the other side of Markham Road. The site is served by bus routes along Markham Road and is a short bus ride from the McCowan subway stop at the Scarborough Town Centre.

[4] The zoning amendment would permit a mixed use building comprising two residential apartment towers on top of a four-storey podium to be constructed on the north part of the site in two phases: Phase 1 (Tower 1), to the west, would be 27 storeys high and would contain 278 apartments; Phase 2 (Tower 2), to the east, would be 29 storeys and would contain 287 apartments. The development would cater to seniors, through the use of “life lease” tenures and amenities tailored to older adults. Approximately 552 square metres (“m<sup>2</sup>”) of space on the ground floor fronting Markham Road would be set aside for retail uses.

[5] The zoning amendment would also establish development standards for a new five storey above-ground parking structure on the south part of the site and would adjust standards that currently apply to an existing place of worship, also on the south part of the site, so that it could be expanded.

### **Witnesses**

[6] The Tribunal heard evidence from Kerigan Kelly, a professional planner, who was qualified by the Tribunal to provide expert opinion evidence in land use planning matters.

### **LEGISLATIVE TESTS**

[7] In this appeal the Tribunal must consider the merits of the planning instruments with reference to the “provincial interests” set out in s. 2 of the *Planning Act* (“Act”). The adjudicative tests to be applied include whether the amendment and site plan conform to applicable official plans and whether the decisions of City Council with respect to the amendment are consistent with the Provincial Policy Statement, 2014 (“PPS”) and conform to the Growth Plan for the Greater Golden Horseshoe 2017 (“Growth Plan”).



[8] The Tribunal must also have regard to the decisions of City Council on the amendment and site plan and the information that Council had when making its decisions. In this respect, the Tribunal reviewed Council's expression of support for the planning instruments, based on recommendations by City planning staff in a report dated 26 April, 2018 (Exhibit 2a, Tabs 9c and 12).

[9] The parties provided the Tribunal with a draft zoning by-law amendment (the "draft by-law") (Exhibit 5).

## **DECISION AND ANALYSIS**

[10] The Tribunal will allow the appeal of the zoning by-law amendment for the reasons set out below. The site plan appeal is to be adjourned pending finalization of site plan drawings.

### **Provincial Policy Context**

[11] Drawing on the oral evidence of Ms. Kelly, as well as the detailed assessment of City staff (Exhibit 2a, pp.110-111), the Tribunal finds the proposed redevelopment to be consistent with the PPS and to conform to the Growth Plan. The proposal represents the type of intensification and efficient use of land that is promoted by the PPS and Growth Plan as a way of building compact, complete communities and ensuring that new development makes use of existing municipal services and infrastructure, especially transit services.

[12] By providing housing specifically geared towards seniors at this location, the development upholds PPS and Growth Plan housing policies, particularly those that promote a range of housing choice across the City.

[13] PPS natural heritage policies are also adequately addressed, in part through land buffers established on the west part of the site abutting Highland Creek. It is noted that the TRCA expressed no objections to the proposal (Exhibit 2a, p. 332).

[14] The Tribunal finds that the potential for the nearby Scarborough Town Centre to intensify is not jeopardized by allowing two high rise residential towers at this location.

### **Municipal Policy Context**

[15] The site was previously designated Employment Areas under the City's Official Plan ("OP"). In 2013 the north part of the site was redesignated Mixed Use Areas through Official Plan Amendment No. 231 and the implementation of Site and Area Specific Policy No. 450 ("SASP 450") (Exhibit 2b, p. 495).

[16] Drawing on Ms. Kelly's evidence, and the detailed analysis provided by City staff in its report of 26 April, 2018, the Tribunal finds that the proposal conforms to the OP and SASP 450. In particular,

- a. The draft by-law includes provisions to support the residential buildings on the north part of the site being for senior citizens including: parking standards (a minimum 0.4 spaces per dwelling for resident parking and a minimum 0.2 spaces per dwelling for visitor parking) that are appropriate for older adults; cash contributions under s. 37 of the Act for capital upgrades to Highland Creek and local libraries and other facilities frequented by older adults; and restrictions on land uses to promote support services and facilities for seniors, including wellness and fitness programs, seniors daycare, recreational facilities and programming, counselling and training services, worship areas, and social and cultural programs (see Exhibit 5).

- b. The existing place of worship on the south part of the site would be retained with surface parking currently on the north part of the site being relocated to the new multi-storey parking structure. The Tribunal finds that the existing place of worship and new parking structure would be compatible with the new residential towers and other adjacent residential uses.
- c. Upon reviewing Ms. Kelly's testimony, as well as the plans and drawings provided as Exhibit 4, the Tribunal is satisfied that SASP 450 Policy e) which seeks to ensure that all new development on the site would protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road, has been sufficiently addressed.
- d. The Tribunal accepts Ms. Kelly's opinion that the proposal conforms to OP land use policies for Mixed Use Areas, in respect of the north part of the site, and OP land use policies for General Employment Areas, in respect of the site's southern portion.
- e. The Tribunal accepts Ms. Kelly's opinion that the proposal conforms to the more general policies of the OP, specifically: Built Form policies that promote new development that is located and organized to fit within its existing and planned context; Tall Buildings policies that encourage tall buildings to have an integrated base, middle, and top and to address key urban design considerations; Housing policies that seek to provide a full range of housing, in terms of form, tenure and affordability across the City; and Community Services and Facilities policies that encourage adequate and equitable access to community services and local institutions.

## **Zoning**

[17] The site is currently zoned "M" for industrial uses under the former City of Scarborough Employment Districts Zoning By-law No. 24982. The draft by-law amendment would rezone the north part of the site "CR", which according to Ms. Kelly is

appropriate for the Mixed Use Areas designation. The amendment would regulate the proposed uses through building gross floor area, building coverage, number of dwelling units, building height and setbacks, amenity space, and parking (private, visitor, and bicycle) standards. Section 37 contributions by way of \$1.1 million in cash for improvements to local lands and capital facilities and improvements to ensure a Tier 2 performance level pursuant to the Toronto Green Standard Checklist are also set out in the by-law.

[18] The new comprehensive City-wide Zoning By-law No. 569-2013 does not apply to the site.

[19] Ms. Kelly's opinion was the draft by-law conforms to the OP. The Tribunal agrees.

## **ORDER**

[20] On consent of the parties, the Tribunal allows the appeal of the zoning by-law amendment. The Tribunal approves, in principle, the zoning by-law amendment set out in Attachment 1 and will allow the City to make changes to the by-law necessary for implementation purposes provided the changes are minor.

[21] Should difficulties arise leading up to issuance of the Order, the Tribunal may be spoken to.

## **Site Plan Hearing**

[22] At the request of the parties, the Tribunal will adjourn the site plan appeal to a one day hearing event to be held on **Friday, September 7, 2018**, at **9 a.m.** by telephone conference call. Individuals are directed to call **416-212-8012** or Toll Free **1-866-633-0848** on the assigned date at the correct time. When prompted, enter the

access code **1006967#** to be connected to the call. If assistance is required at any time, press '0' for the operator. Cellular telephones are not permitted to be used for the call. It is the responsibility of the persons participating in the call to ensure that they are properly connected to the call and at the correct time. Questions prior to the call may be directed to Graham Frank, the Tribunal's Case Coordinator, at 416-326-3047.

[23] The parties are to make every effort to submit materials necessary for the site plan hearing to the Tribunal in advance of the hearing.

[24] No further notice will be given.

[25] The Member is seized of case management of the site plan appeal but is not seized of the hearing.

*"Stefan Krzeczunowicz"*

STEFAN KRZECZUNOWICZ  
MEMBER

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Environment and Land Tribunals Ontario

Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248

Authority: Authority: Local Planning Appeal Tribunal Decision issued on ~~~, 20~~ and Order issued on ~~~, 20~~ in Tribunal File PL171387

**CITY OF TORONTO  
BY-LAW No. ~-20~(LPAT)**

**To amend former City of Scarborough Employment Districts Zoning By-law No. 24982  
(Progress Employment District), as amended,  
With respect to the lands municipally known as,  
1250 Markham Rd**

Whereas the Local Planning Appeal Tribunal pursuant to its Decision issued ~~~, 20~~ and Order issued ~~~, 20~~, upon hearing an appeal under Section 34(11) of the Planning Act R.S.O. 1990, c. P.13, as amended, deems it advisable to amend Scarborough Employment Districts Zoning By-law No. 24982, as amended, with respect to lands municipally known as 1250 Markham Road; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act may authorize increases in the height or density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matter as are set out in the by-law; and

Whereas subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out;

Whereas the increase in height permitted beyond that otherwise permitted on the aforesaid lands by Scarborough Employment Districts Zoning By-law No. 24982, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law, which are secured by one or more agreements between the owner of the land and the City of Toronto; and

Whereas the Local Planning Appeal Tribunal, by its Order issued on ~~~, 20~~ in Tribunal File No. PL171387, determined to amend Zoning By-law No. 24982, as amended, with respect to the lands;

Scarborough Employment Districts Zoning By-law No. 24982, as amended, of the former City of Scarborough is further amended by the Local Planning Appeal Tribunal as follows:

1. **Schedule "A"** of the former City of Scarborough Employment Districts Zoning By-law No. 24982 (Progress Employment District) is amended by deleting the current zoning and replacing it with the following zoning as shown on Schedule '1'.

CR – 410(d) – 410(e) – 502 – 724 – 913 – 1015w – 1120 – 1173 – 1640 – 1697 – 1698 – 1699 – 2092 – 2100 – 2231 – 2388 – 2712

M – 410(f) – 503 – 918 – 1016 – 1121 – 1700 – 2012 – 2713

2. **Schedule 'B', PERFORMANCE STANDARDS CHART**, is amended by adding the following Performance Standards:

**INTENSITY OF USE**

- 410.(d) **Gross floor area** of all uses shall not exceed 47,000 m<sup>2</sup> (excluding **basements**, including below-grade parking structures and associated parking spaces, ramps, **driveways** and **aisles**; moving rooms; elevator shafts; garbage handling and storage areas including garbage shafts; mechanical penthouse; and exit stairwells in the building).
- 410.(e) **Gross floor area** of all offices, medical offices, **retail stores, retail services, financial institutions, personal service shops, service shops, restaurants, massage therapy** and **wellness centre** uses which are not **ancillary** to the principal residential use shall not exceed a maximum of 552 m<sup>2</sup>, of which **restaurants** shall not exceed 200 m<sup>2</sup>.
- 410.(f) **Gross floor area** of a **place of worship** minus the **gross floor area** of all **basements** shall not exceed 9,705 m<sup>2</sup>.
502. **Coverage** of all buildings shall not exceed 38% of the area of the lands to which this standard applies.
503. Maximum building **coverage**:
- a. Above-ground parking structure associated with a **place of worship**: 24.5% of the area of the lands to which this standard applies.
  - b. All other uses: 35.5% of the area of the lands to which this standard applies.
724. Maximum 565 apartment **dwelling units**.

**SETBACKS – REAR YARD**

1015. Minimum 8 m.
1016. Minimum building setback from a **lot line** abutting an **Open Spaces Zone (O)**: 7 m

**SETBACKS – FROM LOT LINES OTHER THAN STREET LINES**

1120. Minimum setback of 7 m and a maximum of 58 m from the north **lot line**, except that if it does not extend under a public road allowance, an underground



parking **structure** may extend to a maximum of 82 m southerly from the western limit of the northernmost **lot line**. The 82 m limit does not apply to a below grade pedestrian-only connection extending between the underground parking **structure** and an adjacent **place of worship**.

1121. Minimum setback of 8 m and a maximum of 85 m from the south **lot line**, except that an above-ground parking **structure** may be setback a minimum of 2.5 m and a maximum of 83 m from the south **lot line**.

### **SETBACKS – OTHER YARDS**

1173. Minimum setbacks above the fifth **storey**;
- a. Minimum 6 m from the Markham Road **street line**.
  - b. Minimum 11 m from the west **lot line**.
  - c. Minimum 18 m (excluding mechanical and stairwell structures projecting above the roof of the fifth **storey**) from the north **lot line**.

### **PARKING**

1697. Notwithstanding **CLAUSE V - GENERAL PROVISIONS**, Sub-clause **7.2. Table of Required Parking Rates:**
- a. **Dwelling units** operated by or under the sponsorship of a **non-profit organization** shall be provided with a minimum of 0.6 parking spaces per **dwelling unit** of which:
    - i. A minimum 0.4 parking spaces per **dwelling unit** shall be provided for residents; and
    - ii. A minimum 0.2 parking spaces per **dwelling unit** shall be provided for visitors, which may be provided wholly or partially within an integrated underground parking structure and/or within an above-ground parking structure located a maximum of 175 m southerly from the western limit of the northernmost **lot line**.
  - b. Minimum 1.5 parking spaces per 100 m<sup>2</sup> of **gross floor area** shall be provided for offices, medical offices, retail stores, retail services, **financial institutions, personal service shops, service shops, restaurants**, massage therapy and wellness centre uses which are not **ancillary** to the principal residential use.
1698. **Bicycle parking spaces** shall be provided in accordance with the following:
- a. a minimum of 0.75 **bicycle parking spaces** per **dwelling unit**, allocated

as 0.68 "long-term" **bicycle parking spaces** per **dwelling unit** and 0.07 "short-term" **bicycle parking spaces** per **dwelling unit**, where:

- i. "long-term" **bicycle parking spaces** are for use by the occupants or tenants of a building and are located in a building; and
  - ii. "short-term" **bicycle parking spaces** are for use by visitors to a building.
- b. Where bicycles are to be parked in a horizontal position, the **bicycle parking spaces** shall have minimum dimensions of 0.6 m width by 1.8 m length per bicycle and minimum vertical dimension of 1.9 m.
  - c. Where bicycles are to be parked in a vertical position, the **bicycle parking spaces** shall have minimum dimensions of 0.6 m width by 1.2 m depth per bicycle and minimum vertical dimension of 1.9 m.
  - d. **Bicycle parking spaces** shall not be provided within a **dwelling unit** or on a balcony associated thereto, or in a storage locker.
1699. The following provisions of **CLAUSE V - GENERAL PROVISIONS** are not applicable:
- Sub-Clause 7.1.1 Location.
1700. The following provisions of **CLAUSE V - GENERAL PROVISIONS** are not applicable:
- Sub-Clause 7.4.1. Height (above grade Parking Structures).

### **MISCELLANEOUS**

2092. Indoor and outdoor **amenity space** to be provided at a minimum rate of 4.0 m<sup>2</sup> for each **dwelling unit**, of which:
- a. a minimum of 2 m<sup>2</sup> for each **dwelling unit** must be indoor **amenity space**; and
  - b. a minimum of 2 m<sup>2</sup> for each **dwelling unit** must be outdoor **amenity space**.

For the purposes of the above, **amenity space** shall mean indoor or outdoor space on a **lot** or parcel that is communal and available for use by the occupants of a building on the **lot** or parcel for recreational or social activities.

2100. Notwithstanding any other provision of this by-law to the contrary, the following projections from the **main wall** are permitted:

- a. Chimneys, pilasters and projecting columns: Maximum 1.7 m;
- b. Canopy on the Markham Road frontage: Maximum 1.9 m but no closer than 1 m to the **street line**;
- c. Canopy on the north side of the building: Maximum 1.8 m but no closer than 5 to the north **lot line**; and
- d. Balconies: Maximum 1 m, except maximum 1.9 m permitted above the fifth storey.

### **SECTION 37**

2388. Pursuant to Section 37 of the Planning Act, R.S.O. 1990, c.P. 13, as amended and subject to compliance with the provisions of this By-law, the increase in height and density of development on the lands is permitted in return for the provision by the Owner of the following facilities, services and matters to the City at the Owner's expense:

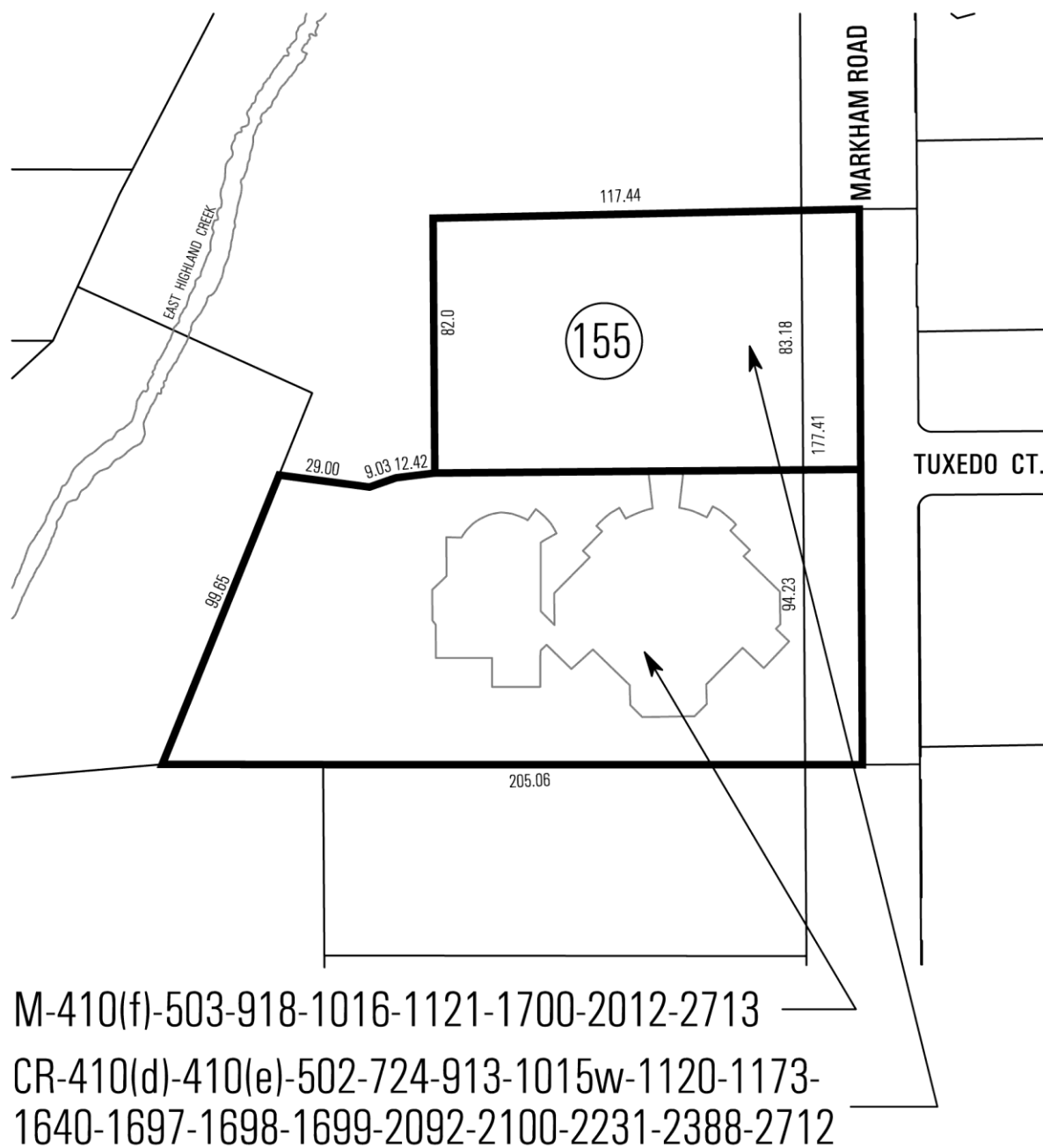
- (1) Prior to the issuance of an above grade building permit, the Owner shall make a financial (cash) contribution to the City of \$1,100,000.00 to be allocated as follows, with such amount to be indexed upwardly in accordance with the Statistics Canada Construction Price Index for Toronto, calculated from the date of the Section 37 Agreement to the date the payment is made:
  - (i) \$300,000 to the Toronto and Region Conservation Authority for restoration/park creation of Highland Creek lands on the north side of the subject site;
  - (ii) \$200,000 for improvements to Centennial Park and/or Thompson Park, such as but not limited to basketball resurfacing, volleyball court upgrades, playground equipment replacement, walking trails, etc.;
  - (iii) \$150,000 for capital upgrades to 5n2 Kitchens and/or other food bank programs in the local area;
  - (iv) \$150,000 for the not-for-profit 'Skate to Great' loan program in Scarborough schools including North Bendale Public School;
  - (v) \$150,000 to Toronto Public Library branches for capital upgrades to the library facilities, including the purchase of musical instruments, in order to deliver the 'Borrow a Musical Instrument' loan program and/or musical equipment for local non-profit community and school bands;

- (vi) \$50,000 for improvements to Bendale Library, such as but not limited to a community reading garden;
  - (vii) \$50,000 to the Animal Alliance of Canada for capital improvements/upgrades to the Feral Cat Recovery Centre (705 Progress Avenue); and
  - (viii) \$50,000 to the South Asian Autistic Awareness Centre for capital improvements/upgrades to the facility at 705 Progress Avenue.
- (2) The owner of the lands shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the *Planning Act*, R.S.O., 1990, c.P. 13 as amended, to secure the facilities, services and matters referred to in Section (1) herein, which agreement shall be registered as a first charge on title to the lands to which this By-law applies.
- (3) The following Tier 2 levels of performance pursuant to the Toronto Green Standard Checklist (with relevant Sections parenthesized) are also recommended to be secured in the Section 37 Agreement as a legal convenience to support development:
- (i) Enhanced LEV spaces, with 7 parking spaces provided with charging facilities for electric vehicles (Section AQ 1.2 - Optional);
  - (ii) Providing additional tree planting beyond the development site and associated public boulevard, such as on abutting TRCA lands (Section EC 2.7 - Optional);
  - (iii) Enhanced landscaping with native or drought-tolerant vegetation, potentially on abutting TRCA lands (Section EC 3.4 - Optional);
  - (iv) Enhanced lighting to direct architectural lighting downward and turn off lighting from 11:00 p.m. to 6 a.m. during migratory bird season (Section EC 5.2 - Core);
  - (v) Enhanced waste collection & sorting by providing a 3<sup>rd</sup> chute for organic wastes (Section SW 1.4 - Optional);
  - (vi) Enhanced waste storage space with tenants provided with blue bins and organic bins (Section SW 1.5 - Optional); and
  - (vii) Provide a dedicated collection area for household hazardous waste (Section SW 1.6 - Optional).

**INTENSITY OF USE - HEIGHT**

2712. Maximum **height** (including mechanical penthouse) of 92.5 m and 29 **storeys** (excluding underground parking structures), except maximum **height** (including mechanical penthouse) of 98.5 m and 31 **storeys** (excluding underground parking structures) is permitted within 40 m of the Markham Road **street line**.
2713. Maximum **height** of an above-grade parking **structure** (excluding stairwells and elevator rooms): 16 m
3. **Schedule 'C', EXCEPTIONS LIST and EXCEPTIONS MAP** are further amended by adding the following Exception No. 155:
155. Only the following uses are permitted:
- Automated banking machine, meaning a device at which customers can complete self-serve financial transactions;
  - **Dwelling units** which, if operated by or under the sponsorship of a **non-profit organization**, may include **ancillary** common dining area and on-site support services and facilities for residents, which services may include but are not limited to: wellness and fitness programs; seniors daycare; recreational facilities and programming, counseling and training services; worship areas; and social and cultural programs;
  - **Financial institution**;
  - Massage therapy, meaning premises providing massage therapy by persons who are medical or health professionals licensed or registered under Province of Ontario legislation;
  - Medical office;
  - Office;
  - **Personal service shop**;
  - **Restaurant**;
  - Retail service, meaning premises in which photocopying, printing, postal, or courier services are sold or provided;
  - Retail store;
  - **Service shop**;
  - Wellness centre, meaning premises providing services for therapeutic and wellness purposes.

## Schedule '1'



## Zoning By-Law Amendment

1250 Markham Road

File # 15 204823 ESC 38 OZ



Area Affected By This By-Law

Progress Employment District Bylaw  
Not to Scale  
07/27/18



This is Exhibit "K" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



# BUILDING PERMIT

This card must be kept posted in a conspicuous place on site of construction.

18 218461 SH0 00 PP

Site Address 1250 MARKHAM RD

Project Description Apartment Building;

Partial Permit - Shoring

Date Issued Tuesday October 30, 2018

**Will Johnston**  
Chief Building Official and  
Executive Director

**Tim Crawford**  
Deputy Chief Building Official and  
Director

**THIS IS YOUR PERMIT TO CONSTRUCT  
PERMIT NUMBER: 18 218461 SHO 00 PP**
**Owner:**

PENTECOSTAL ASSEMBLIES OF  
CANADA THE TRUSTEE

**Address:**

C/O GLOBAL KINGDOM MINISTRIES  
1250 MARKHAM RD  
TORONTO ON M1H 2Y9

**Project Description:** Apartment Building; Partial Permit - Shoring

**Project Location:** 1250 MARKHAM RD

**Ward:**


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The issuance of this permit is based on the drawings, specifications, details and information submitted with the application. The submitted documents have been reviewed for compliance with the Ontario Building Code, Zoning By-laws, applicable regulations and legislation.

The referenced permit number listed above and on your permit placard also appears on all plans reviewed for this building permit application. The validity of this permit is restricted to the person/company named as owner. Permit ownership cannot be transferred unless prior written authorization is given by the Chief Building Official.

The extent of construction authorized under this permit is limited to the description contained herein as follows:  
Part Permit - Construct 2 high rise residential towers, common parking garage, podium

Stated work and use must be in accordance with the plans, specifications, building permit notes and other information issued with this building permit. Changes to any documents submitted are not to be made unless prior authorization is obtained from the Chief Building Official or designate. False information may be grounds for revocation of the building permit.

Notwithstanding, it is the responsibility of the owner to comply with requirements of the Ontario Building Code and applicable laws as well as to ensure compliance ..

The permit placard must be posted in a conspicuous place on the construction site.

Tim Crawford  
Deputy Chief Building Official  
Scarborough District

**Issued by:** Johnston, Cindy  
**Date Issued:** October 30, 2018

**Please see the second page of this letter for additional requirements and inspection information.**

## WHEN YOU BEGIN DEMOLITION/CONSTRUCTION ...

### Site Fencing

**As soon as construction or demolition starts, your site must be entirely surrounded by a fence which is in compliance with the City of Toronto Municipal Code Chapter 363, Article III.** The minimum requirement is plastic mesh fencing, 1.2 metres high, tied to posts spaced no more than 1.2 metres apart with an 11 gauge top and bottom wire threaded through the mesh and looped around each post. The Municipal Code is available on the City website at:

**[http://www.toronto.ca/legdocs/municode/1184\\_363.pdf](http://www.toronto.ca/legdocs/municode/1184_363.pdf)**

### Construction Noise

Any construction which generates noise is prohibited in residential areas between the hours of 7:00 p.m. one day to 7:00 a.m. the next day, 9:00 a.m. on Saturdays, and all day Sunday and Statutory holidays.

### When To Call For Inspection

You are required by Division C, Part 1, Article 1.3.5.1. of the Ontario Building Code, to notify the building inspection office at several prescribed stages of construction. Please contact the building inspection office at the telephone number listed below, when each of the following stages are substantially complete:

### Inspection Stages

\* Excavation/Shoring

\* Occupancy

### To Schedule your Next Mandatory Inspection

When you are ready to book your inspection, you may request an inspection online from your computer or smart phone using Toronto Building's Inspection Request web application at [www.toronto.ca/building-inspection-request](http://www.toronto.ca/building-inspection-request).

Alternatively, you may contact your local building inspection office by telephone at 416-396-7322, by fax 416-696-4166 or by email to SCBldgInsp@toronto.ca.

Inspections will take place within two days commencing at the start of business on the day following your notification (Inspection Request).

Please leave a telephone number where you can be reached or a message can be left.

The inspector assigned to your project is George Papapetrou (416) 396-5610

## PERMIT PLANS MUST BE ON SITE

Your permit plans and specifications must be on site at all times. Inspections are conducted with your copy of the plans.

**Will Johnston**  
**Chief Building Official and Executive Director**

Toronto Building  
Toronto City Hall  
12th Floor, East Tower  
100 Queen Street West  
Toronto, Ontario, M5H 2N2

**October 30, 2018**

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## **BULLETIN - CONSTRUCTION SAFETY**

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The responsibilities of the City of Toronto under the Occupational Health and Safety Act apply to all our employees regardless of the location at which they are working.

Responsibilities for the Construction Safety Regulations on construction sites are clearly spelled out in the Act under the definitions of constructor, employer, supervisor and worker.

The City of Toronto believes that the goal of safe and injury free construction sites is a priority for all parties involved in building construction.

Safety training for the City of Toronto Building Inspectors is mandatory. However the delivery of a safe working environment on construction sites must include the compliance of individual builders with the Occupational Health and Safety Act.

Safety measures include the following:

1. Temporary guards on all openings,
2. Correct use of ladders,
3. Temporary or permanent stairs above or below grade by the time the sub floor is complete,
4. Clear and safe access to the site,
5. Protection of trenches and excavation below four feet deep, and
6. Correct use of fall prevention equipment where required.

As the employer responsible for the safety of building inspectors, the City of Toronto has instructed its Building Inspectors not to conduct inspections on sites where conditions exist that could jeopardize their health and safety.

The following are examples of conditions which may jeopardize the health and safety of inspectors:

1. Guards are missing,
2. Ladders do not meet regulations,
3. Temporary or permanent stairs, above or below grade, to all floor levels are not provided as required.
4. Access to the site has impediments or hazards, or
5. Trenches or excavations lack required shoring or slope of bank.

Prior to calling for an inspection the appropriate safety measures shall be in place as a site inadequately provided with these measures is not ready for inspection. The City of Toronto Building Inspectors will cooperate with builders regarding the timing of making provision for these safety measures. However, if the measures are not provided, an Order Not To Cover could be issued and the Ministry of Labour informed.

We look forward to working with you toward the goal of a safe environment for all workers.

Notice of Project - Please be advised that the Ministry of Labour requires a Notice of Project be filed with them before starting any project costing \$50,000 or more.

For more information about the Notice of Project form, please contact your local Ministry of Labour regional office at 416-314-5421 or 1-800-991-7454. Ministry of Labour construction information is available on their website at:

[http://www.labour.gov.on.ca/english/site/construction\\_info.html](http://www.labour.gov.on.ca/english/site/construction_info.html)

Construction of the work approved in this building permit must be carried out with reasonable care to ensure protection for everyone on the construction site from the hazards associated with all overhead and underground power lines. Obtain further information at: <http://www.torontohydro.com/powerlinesafety>

## Building Permit 332\_12

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The reviewed plans and specifications must be available on site during construction/demolition. Changes to these plans and specifications are not to be made unless prior written approval is obtained from the Chief Building Official.

The owner/permit holder is required to comply with the following Permit Notes, which are part of the reviewed permit documents:

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- ☐ Standards referenced in Section 1.3 of Division B shall be complied with Table 1.3.1.2.:
  - a) Wood - CAN/CSA- O86-09
  - b) Plain and Reinforced Masonry - CSA-S304.1
  - c) Plain, reinforced and Pre-stressed Concrete - CAN/CSA-23.3, CAN/CSA A23.1, CAN/CSA A23.2
  - d) Structural Steel - CAN/CSA-S16-09
  - e) Parking Structures - CSA-S413
- ☐ Permit issuance does not authorize encroachments onto adjacent property.
- ☐ The City has Relied upon the plans and drawings prepared and submitted by the qualified architects and/or engineers on this project.

The issuance of a permit does not imply a complete design review of this project has been performed and does not relieve the owner and designers from the need to comply with the Ontario Building Code and referenced standards where contravention are subsequently noted.
- ☐ Separate Permit is required for all signs
- ☐ Footings shall rest on natural undisturbed soil or compacted granular fill with a minimum soil bearing capacity of 75 kPa



SHORING ENCROACHMENT AREA  
PART 1 = 40.0 m<sup>2</sup>  
PART 2 = 135.7 m<sup>2</sup>

**Toronto Building**  
PERMIT REVIEWED FOR COMPLIANCE WITH  
THE ONTARIO BUILDING CODE

18 218461 SHO 00

ZONING: Dhir, Paul 25/Oct/2018  
O.B.C.: Michail, Ashraf 29/Oct/2018  
FILE NUMBER:  
O.B.C. (S)

SHORING DESIGN BY PROFESSIONAL ENGINEER:  
The city has relied upon the plans and drawings prepared and submitted by the qualified Geo-structural engineers on this project.  
The issuance of a building permit does not imply that a complete design review of this project has been performed and does not relieve the owner and designers from the need to comply with the Ontario building code and referenced standards where contraventions are subsequently noted.

NO	DATE	REMARKS
1	16 SEPTEMBER 2018	ISSUED FOR TENDER
2	11 JUNE 2018	ISSUED FOR PERMIT (PARKS AND APPRAISAL REVIEW)
3	20 JULY 2018	ISSUED FOR PERMIT
4	10 AUGUST 2018	ISSUED FOR PERMIT
5	18 APRIL 2018	ISSUED FOR PERMIT
6	02 MARCH 2018	ISSUED FOR REVIEW

#### REVISIONS

LEGEND	
TP	TIEBACK PERFORMANCE TEST (200% DL)
+	APPROXIMATE BOREHOLE LOCATION
+	APPROXIMATE TEST PIT LOCATION
INCLINOMETER	
1	PROPOSED SHORING
1	EXISTING SHORING
1	STRUCTURALLY LOADED SHORING
1	EXISTING STRUCTURE
1	EXISTING STRUCTURE TO BE DEMOLISHED
---	PROPOSED STRUCTURE/UTILITY

SERVICE LOCATIONS INDICATED ON SHORING DRAWINGS ARE PROVIDED FOR COORDINATION PURPOSES ONLY.

OTHER SERVICES NOT INDICATED ON THIS DRAWING MAY EXIST.

THE OWNER / GENERAL CONTRACTOR / PROJECT MANAGER SHALL ENSURE THAT ALL THE UNDERGROUND AND OVERHEAD SERVICES BE IDENTIFIED, PROTECTED AND / OR RELOCATED PRIOR TO PROCEEDING WITH ANY DRILLING OR EXCAVATION WORK. DO NOT EXCAVATE OR DRILL BEFORE ALL SERVICES HAVE BEEN LOCATED.

CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE COMMENCING THE WORK.

PRINTS ARE NOT TO BE SCALED. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.

DRAWINGS WITHOUT ENGINEERS SIGNATURE SHALL BE CONSIDERED AS INCOMPLETE AND USE FOR INFORMATION ONLY.

Client

**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

Job Title

**1256 MARKHAM ROAD**  
NORFOLK, ONTARIO

Sheet Title  
**EXCAVATION SHORING KEY PLAN  
AND NOTES**

Scale	North
Drawn By	Reviewed By
Job No	Sheet No

**Terraprobe Inc.**  
Engineering Solutions

11 Inland Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250

Scale: 1:200  
Drawn By: P.L.  
Job No: 1-18-0062-80

Designed By: L.Y.  
Reviewed By: L.Y.  
Sheet No: SH0

#### A. REFERENCE DRAWINGS, CODES, AND STANDARDS

1. Architectural Drawings 15007-A101A, and A102A, rev.0 for city review dated February 07, 2018, prepared by Reinders+Rieder LTD.
2. Structural Drawings 15007-S201, dated August 31, 2018, - Issued for building permit Reinders+Rieder Ltd.
3. Site servicing plan drawing 15007-SP4 dated January 29, 2018 rev.2 as per city comments, prepared by Reinders+Rieder LTD.
4. Geotechnical Report, file no. 1417326, dated May 8, 2017, prepared by Golder Associates Ltd.
5. CSA S16-14 Design of Steel Structures
6. CSA A23.1-14 Concrete Materials and Methods of Concrete Construction
7. CSA A23.2-14 Test Methods and Standard Practices for Concrete
8. CSA A23.3-14 Design of Concrete Structures
9. FTT DC35-1-14 Recommendations for Prestressed Rock and Soil Anchors
10. FTT M55-1-12 Specification for Grouting of Post-Tensioned Structures
11. Segments of the Canadian National Building Code 2015 (CNBC)
12. Segments of the Canadian Highway Bridge Design Code CSA S6-14 (CHBDC)
13. Segments of the Ontario Building Code (OBC) 2012
14. Segments of the Canadian Foundation Engineering Manual (CFEM) 4<sup>th</sup> Edition

#### B. DESIGN ASSUMPTIONS

1. The current design scheme illustrates a temporary excavation shoring system capable of supporting between 6.5m and 9.5m of overburden soil.
2. The current design is based upon the assumption that the assumed existing structure foundation configurations, elevations and loads indicated on the shoring drawings are correct. Should any or all of these assumptions change, redesign of the shoring may be required. See General Notes.
3. Shoring systems are intended to be temporary structures and have a limited design life. Design assumes the permanent lateral structure will be capable of replacing the temporary shoring within one year of commencement of excavation.

#### C. DESIGN PARAMETERS

1. Active lateral earth pressure coefficient,  $k_a = 0.3$
2. Bulk unit weight of soil,  $\gamma = 21 \text{ kN/m}^3$
3. General surcharge loading,  $q_1 = 1.2 \text{ kPa}$
4. Groundwater table elevation of 1.46m. Assume engineered dewatering systems will be deployed during excavation and subgrade construction. See General Notes.
5. Tieback design based on achieving a post-grouted capacity of 60kNm over the anchor zone. Tieback design is subject to the following conditions:
  - i. Anchor alternatives are subject to review by the Shoring Engineer.
  - ii. Post-grouted capacity to be confirmed by 200% Design Load (DL) performance test tiebacks as noted on the drawing elevations.
  - iii. All production anchors are to be proof-tested to 133% DL.
  - iv. Shoring Engineer to witness all tieback testing. Provide 24 hours' notice to the Shoring Engineer prior to tieback testing.
  - v. Shoring Contractor to provide sufficient number of cable strands (or solid bar cross-sectional area) to facilitate all 200% DL performance tests.
  - vi. Shoring Contractor to provide calibrated hydraulic test jacks and any and all assistance required by the Shoring Engineer to carry out all tieback testing.
6. Supernormal loads applied to the shoring system, other than those indicated on these drawings, are subject to review by the Shoring Engineer. Supernormal loads may include, but are not limited to: loads imposed by formwork systems, permanent structural elements, utility support systems, and surcharge pressures resulting from tracked and/or vehicles utilizing outrigger pads such as excavators, mobile cranes, and concrete pump trucks.

#### D. MATERIALS

1. Structural Steel:
  - i. Structural steel to be new our sound material conforming to CAN/CSA G40.20-13/G40.21-13, grade 350W.
  - ii. Alternative grades or sections of equivalent strength/stiffness may be substituted subject to the Shoring Engineer's approval.
  - iii. All welding to comply with the latest version of CSA W59 and CSA S16.1
  - iv. All welding to be carried out by a CWB W47.1 certified company with CWB certified welders.
  - v. All welds shown or implied on this drawing set are to be 10mm fillet, all around and both sides, unless noted otherwise.
2. Concrete:
  - i. Soldier Pile # Lagging: 20 MPa pile toes and 0.4 MPa unshrinkable fill above.
  - ii. Concrete exposure class N for all concrete elements.
  - iii. The use of down-the-hole mixed tools utilizing Portland cement bags is not permitted.
3. Strand Tieback Anchors:
  - i. Strand anchors shall consist of 0.6" dia. 7-wire grade 1861 MPa strand conforming to ASTM A416 (bare strand) or ASTM A682 (epoxy coated strand).
  - ii. Number of strands is determined by dividing design load (DL) by 60% of ultimate tensile load ( $F_u \times A_{\text{strand}} \times 0.6$ ) to allow for 133% proof-stressing in accordance with the applicable stressing standards.
  - iii. Centralizers shall be provided at minimum 6m spacing.
  - iv. Tieback grout:
    4. Minimum compressive strength 25 MPa.
    5. Use of High Early strength grout is not recommended.
    6. Water-cement ratio between 0.45 and 0.5.
    7. Timber lagging:
      - i. Typical 3050mm bays to be lagged with 75mm thick hardwood boards, unless noted otherwise.
      - ii. Bays up to 3650mm long must be lagged with 100mm thick hardwood boards, unless noted otherwise.
    - iii. Pressure treated lagging may be required. See drawing elevations.
    - iv. Lagging alternatives may be substituted subject to the Shoring Engineer's approval.

#### E. GENERAL NOTES

1. General Contractor to verify the configuration and elevation of all existing adjacent structure foundations during the demolition phase of the work. Report same prior to start of shoring installation to Shoring Engineer. Reduce grade to top of shoring piles as part of site preparation work.
2. Owner to secure encroachment agreements and municipal permits where shoring components extend beyond project property boundaries.
3. Owner/General Contractor to provide and maintain an engineered working platform suitable for shoring construction equipment, certified in accordance with O. Reg. 213/91 as amended, s. 156.1-156.9.
4. Demolition/Excavation Contractor to excavate in advance to remove any underground obstructions interfering with the shoring system layout. Backfill with suitable engineered fill or lean concrete as appropriate.
5. Utilities shown on the shoring drawings are schematic in nature and are based on utility drawings listed under Section 'A' above. G.C. to locate and identify all underground and overhead services within the influence of the shoring; protect and/or relocate as necessary.
6. Advise Shoring Engineer of any potential interference with elements of the excavation shoring system that may require redesign. Report any discrepancies to the Shoring Engineer.

7. Project Surveyor to lay out pile locations and check all dimensions against Architectural Drawings. Report any discrepancies to the Shoring Engineer.
8. Shoring Contractor to set piles within a 25mm construction tolerance of theoretical pile locations as laid out by Project Surveyor.
9. Verticality tolerance of piles to be within 0.5% of excavation height.
10. Dewater as necessary to at least 1.0m below the base of excavation in advance of all excavation stages.
11. Excavator to bulk in lifts per project procedures, never over-excavating beyond design or Shoring Contractor's requirements.
12. Excavator to report any wall breaches or signs of structural distress (cracking, bending, buckling) immediately. Backfill and berm material at any such location and report to Shoring Engineer prior to carrying on with further excavation in the area.
13. Excavator to exercise caution when digging within 600mm of stressed anchors/corner braces.

#### F. PROCEDURE

1. Groundwater and cave-ins is expected for this project. Drill holes for piles, utilizing temporary liners, drilling slurry/tremie methods, and/or other techniques as necessary to prevent groundwater infiltration or loss of soil.
2. Provide drill holes large enough that piles may be set plumb despite the misalignment of drill holes.
3. Set piles, wedge and fill holes with specified concrete. Withdraw temporary liners if used.
4. Ensure caisson wall shafts have minimum interlock as specified at grade such that interlock exists at depth, cognizant of verticality tolerance. Advise Shoring Engineer of any deficiencies immediately.
5. Excavate in stages to suit shoring work.
6. Excavation Contractor to shave caissons to front face of soldier pile, or as directed by General Contractor.
7. Install lagging in maximum 1200mm lifts. Should caving or raveling occur, reduce lift height as appropriate. Fill all voids behind lagging with granular fill rammed in place. Leave no vertical excavation open overnight.
8. In wet ground provide spacers to create 10mm gaps between individual lagging boards, place filter material behind lagging to allow passage of water without loss of soil fines.
9. Do not excavate more than 500mm below brace elevations until bracing is installed and/or stressed.
10. Shoring Contractor to select tieback drilling methods to prevent ground loss.
11. When grouting tiebacks, if grout takes are observed to be abnormally higher than theoretical volume, cease work and notify appropriate site personnel and Shoring Engineer immediately.
12. Install 3 test tiebacks in advance with additional stand/bar area to facilitate 200% Design Load (DL) performance testing. Production tieback lengths may require modification based on test results.
13. Proof stress all production tiebacks to 133% DL, hold for ten minutes and lock in at DL. Halt stressing if pile moves out of site more than 10mm, unless otherwise directed by Shoring Engineer.
14. Maintain stockpile of 600mm for tieback strands/bars to allow for re-stressing if necessary to control lateral movements, prior to build-back of permanent structure.
15. Lateral brace removals, if required, are to be made only after structural slabs and walls immediately below brace elevation are constructed to design strength. Removal circumstances vary on a case-by-case basis and shall be reviewed by the Shoring Engineer and Structural Engineer.

#### TIE-BACK/PILING ENCROACHMENTS:

This building permit is separate and distinct from any approval required in association with the proposed encroachment of shoring tie-backs into the adjacent property(ies) identified in documentation submitted to Toronto Building by the permit applicant. As such, this building permit does not relieve the permit holder of the need to seek approval or obtain the approvals necessary, prior to carrying out construction of any encroaching shoring tie-backs. The permit holder must provide obtained approvals to Toronto Building. The construction shall not proceed in the areas where the tie-back / encroachments permit and/or consent letter has not been accepted by Toronto Building.

#### G. FIELD REVIEW AND MONITORING

1. Monitoring Engineer to carry out pre- & post-construction condition survey of all structures within the influence of excavation shoring system.
2. Monitoring Engineer to record vibration levels as per applicable By-Laws at structures within the zone of influence of excavation shoring systems during entirety of shoring and excavation work.
3. Monitoring Engineer to record movement of shoring system through construction at least once per week during active excavation in accordance with City of Toronto requirements. Report results promptly to Shoring Engineer.
4. Provide and monitor a minimum of 1 inclinometer.
5. All monitoring reports to be distributed promptly to project team as directed by Owner and to include at a minimum the Shoring Engineer and Shoring Contractor.
6. General Contractor to assist Monitoring Engineer by providing safe access to all instrumentation locations and ensuring visibility to monitoring targets is maintained throughout the seasons and during inclement weather.

#### H. WINTER PROTECTION BY GENERAL CONTRACTOR

1. Protect shoring and/or slope faces from the effects of frost.
2. Provide protection at existing buildings to prevent effects of frost.
3. Minimum R3 rated frost blankets must be available on site by November 1<sup>st</sup>, should their placement become necessary. R3 blankets are rated for sustained temperatures of up to -15 degrees Celsius.
4. R3 rated frost blankets and/or propane heaters may be required for extreme cold temperatures. Heating may be necessary to combat manifested frost effects.

#### I. HEALTH AND SAFETY

1. All work to be carried out in accordance with the latest version of the Occupational Health and Safety Act.
2. Fall prevention measures (guard rails or equivalent, designed in accordance with OHSA requirements) shall be placed around entire shoring perimeter to allow access to top of shoring for inspection and/or monitoring. In certain cases, General Contractor may be required to provide safe access to top of shoring walls by installing temporary pedestrian decking.

#### DEWATERING

This building permit is separate and distinct from any approval required to discharge Groundwater to the City Sewer System. As such, this building permit does not relieve the permit holder of the need to seek approvals from Environmental Monitoring & Protection Unit of Toronto Water, prior to carrying out any de-watering on the site.

If a Permit to Discharge Groundwater to the City Sewer System is not approved, and de-watering is required as part of the associated design the shoring system and/or foundation system may need to be redesigned to accommodate hydrostatic pressure.

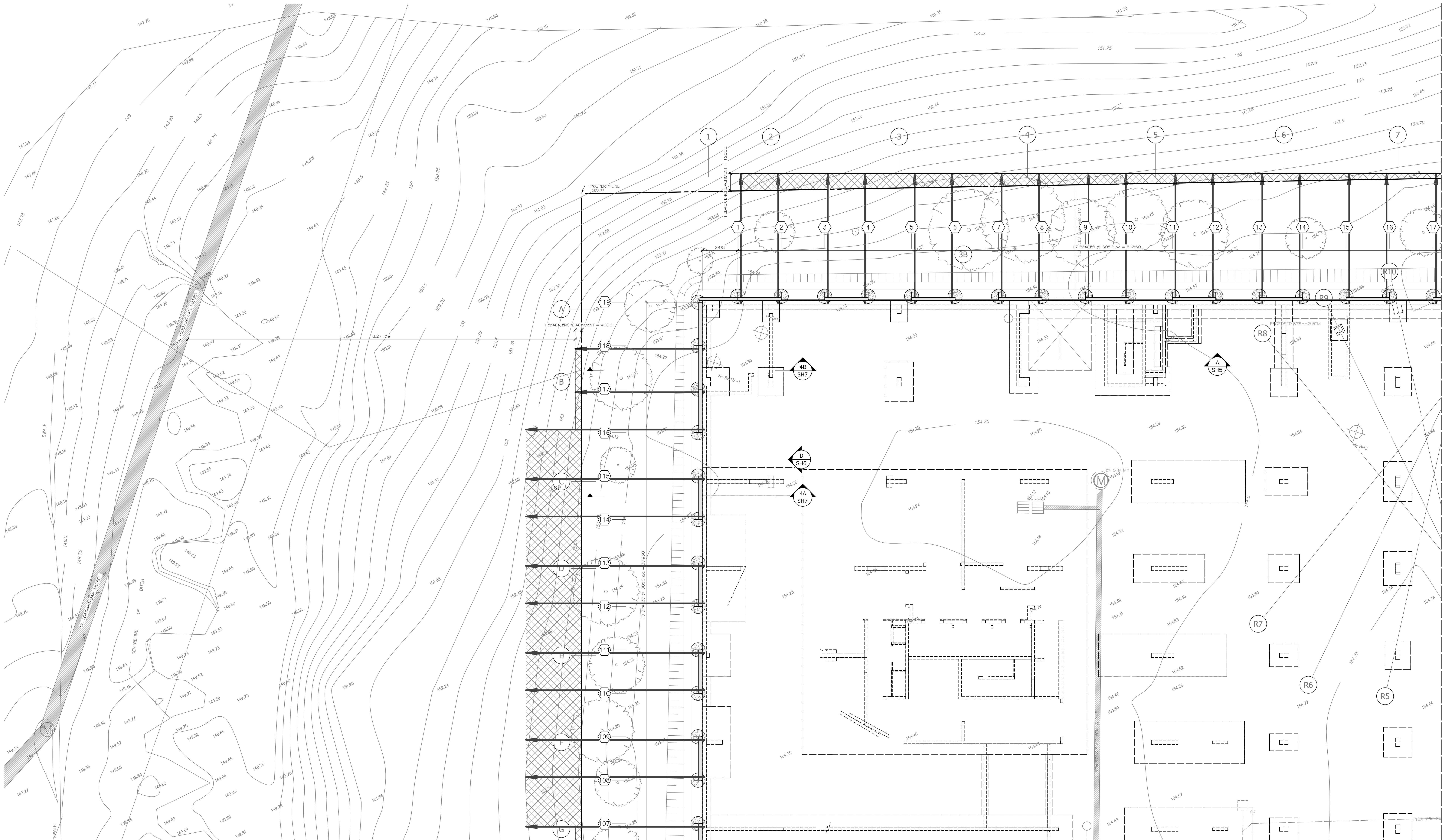
THE PROPERTY OWNER SHALL NOT AT ANY TIME DIRECTLY OR INDIRECTLY DISCHARGE PRIVATE WATER (I.E. ANY WATER NOT PURCHASED FROM THE CITY OF TORONTO) INTO THE CITY OF TORONTO'S SEWER WORKS WITHOUT HAVING FIRST OBTAINED AN APPROVAL BY TORONTO WATER, ENVIRONMENTAL MONITORING & PROTECTION (EM & P) IN THE FORM OF A PERMIT OR APPROVAL.

ANY PRIVATE WATER DISCHARGE INTO THE CITY'S SEWER WORKS WITHOUT AN APPROVAL IS PROHIBITED UNDER MUNICIPAL CODE CHAPTER 661-SEWERS.

ANY PRIVATE-WATER ENCOUNTERED AT THE SITE BEFORE A DISCHARGE APPROVAL IS OBTAINED MUST BE CONTAINED ON THE SITE OR HAULED OFF SITE BY A HAULER CERTIFIED BY THE MINISTRY OF THE ENVIRONMENT AND CLIMATE CHANGE.













ZONING	O.B.C.	Michael, Ashraf	29/Oct/2018
PRE SERVICES	O.B.C. (R)		



MATCH LINE - SEE DWG. SH2

MATCH LINE - SEE DWG. SH4

NO	DATE	REVISIONS
9	16 SEPTEMBER 2018	ISSUED FOR TENDER
4	10 AUGUST 2018	ISSUED FOR PERMIT
3	20 JULY 2018	ISSUED FOR PERMIT
2	11 JUNE 2018	ISSUED FOR PERMIT (PARKS AND APPRAISAL REVIEW)
1	18 APRIL 2018	ISSUED FOR PERMIT
0	02 MARCH 2018	ISSUED FOR REVIEW

LEGEND	
	TIEBACK PERFORMANCE TEST (200% DL)
	APPROXIMATE BOREHOLE LOCATION
	APPROXIMATE TEST PIT LOCATION
	INCLINOMETER
	PROPOSED SHORING
	EXISTING SHORING
	STRUCTURALLY LOADED SHORING
	EXISTING STRUCTURE
	EXISTING STRUCTURE TO BE DEMOLISHED
	PROPOSED STRUCTURE/UTILITY

SERVICE LOCATIONS INDICATED ON SHORING DRAWINGS ARE PROVIDED FOR COORDINATION PURPOSES ONLY.  
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Client  
**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

Job Title  
**1256 MARKHAM ROAD**  
NOBLETON, ONTARIO

Sheet Title  
**EXCAVATION SHORING  
PARTIAL PLAN**

Scale  
1:100

Designed By  
L. Y.

Drawn By  
P. L.

Reviewed By  
L. Y.

Job No  
1-18-0062-80

Sheet No  
SH1

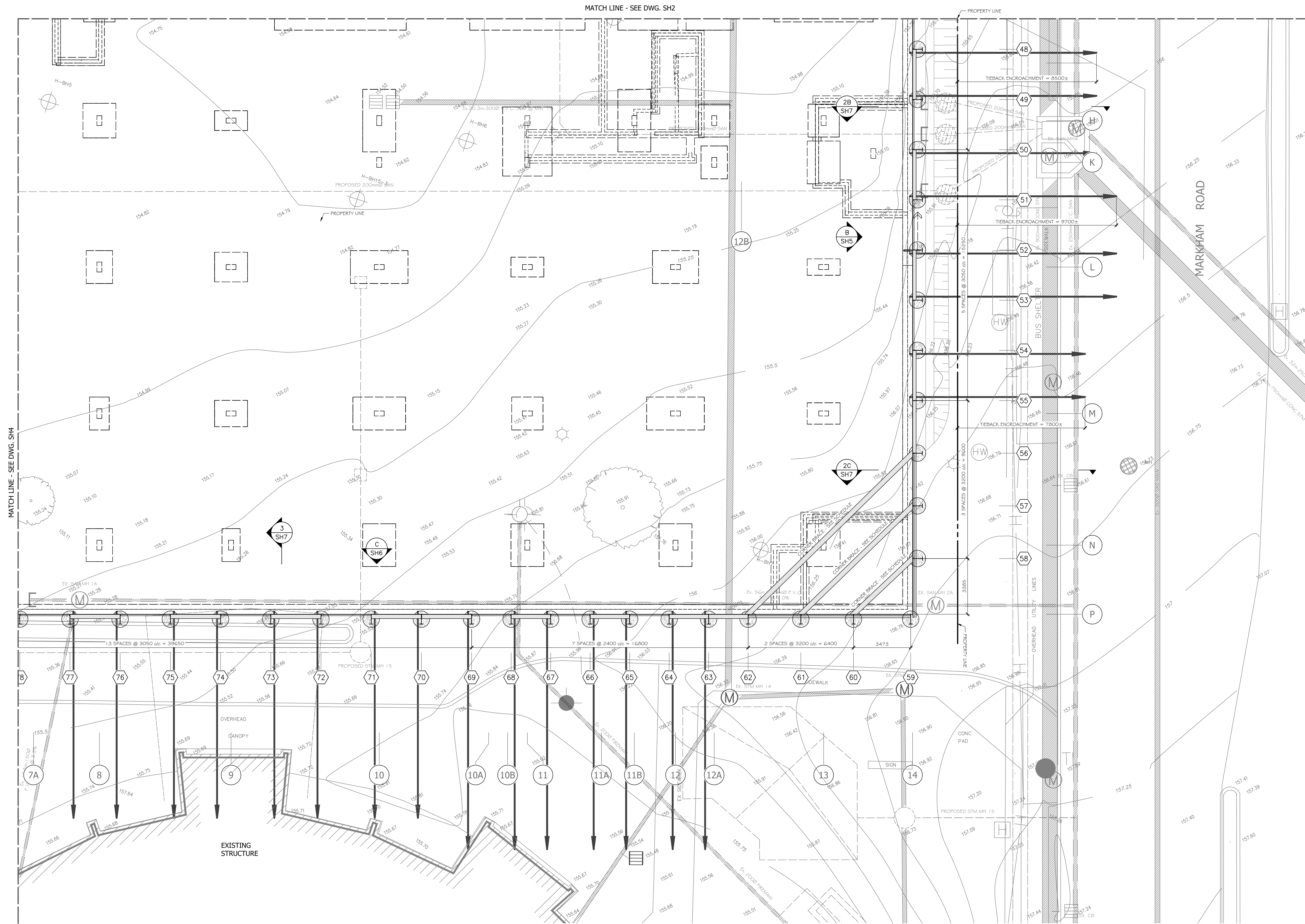
**Terraprobe Inc.**  
Engineering Solutions  
11 Indall Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250





1-18-0062-80	SH2
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NO	DATE	REVISIONS
5	16 SEPTEMBER 2018	ISSUED FOR TENDER
4	10 AUGUST 2018	ISSUED FOR PERMIT
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LEGEND		
	(TP)	TIEBACK PERFORMANCE TEST (200% DL)
	⊕	APPROXIMATE BOREHOLE LOCATION
	⊠	APPROXIMATE TEST PIT LOCATION
	⊗	INCLINOMETER
	⌒	PROPOSED SHORING
	⌒	EXISTING SHORING
	⌒	STRUCTURALLY LOADED SHORING
	▨	EXISTING STRUCTURE
	▨	EXISTING STRUCTURE TO BE DEMOLISHED
	---	PROPOSED STRUCTURE/UTILITY

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Client

**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

Job Title

**1256 MARKHAM ROAD**  
NOBLETON, ONTARIO

Sheet Title

**EXCAVATION SHORING  
PARTIAL PLAN**

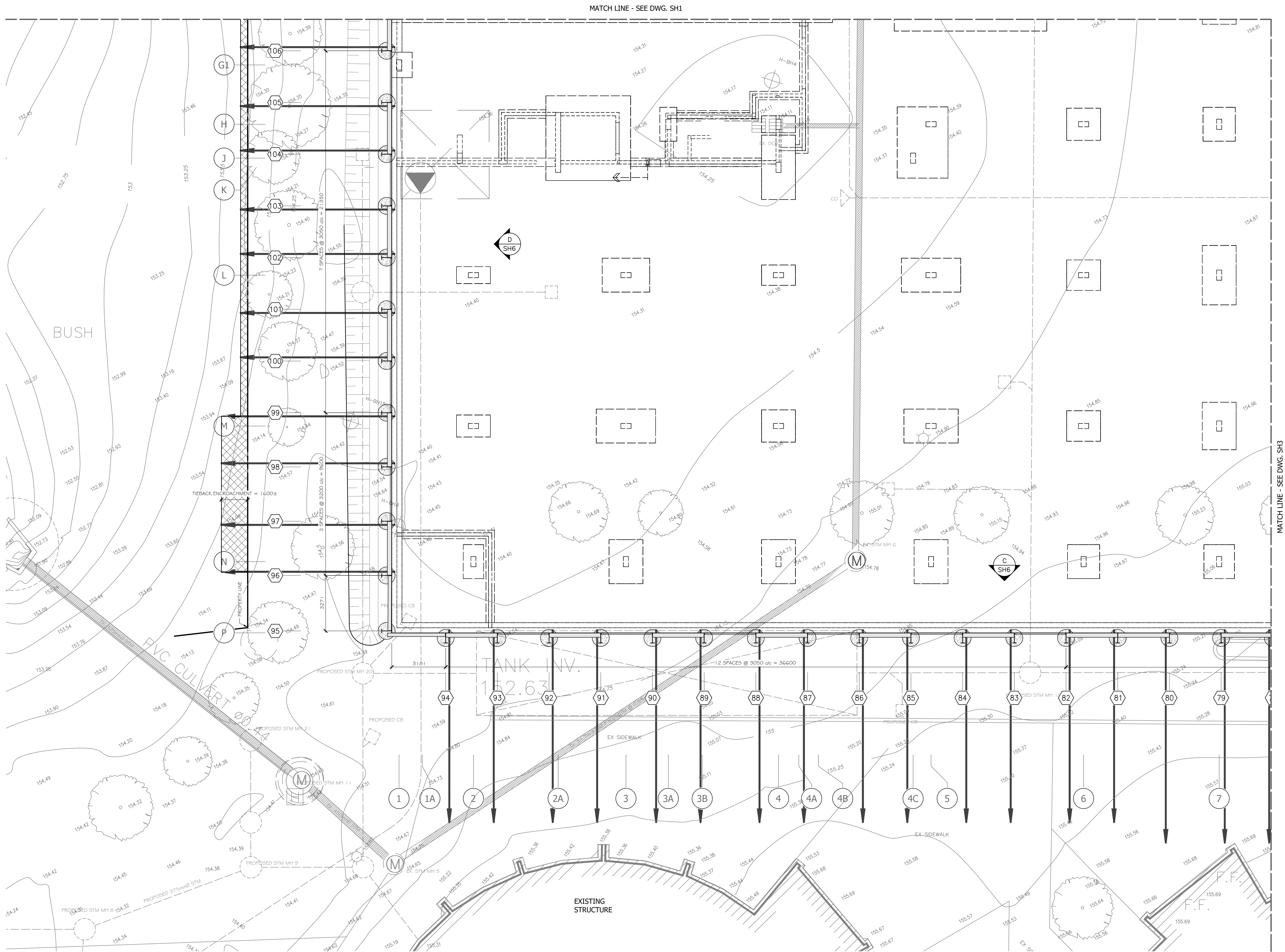
Seal	North

**Terraprobe Inc.**  
Engineering Solutions











11 Indrali Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250

Scale:	1:100	Designed By:	L. Y.
Drawn By:	P. L.	Reviewed By:	L. Y.
Job No:	1-18-0062-80	Sheet No:	SH3





5	16 SEPTEMBER 2018	ISSUED FOR TENDER
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NO	DATE	REMARKS

REVISIONS	
LEGEND	
	TIEBACK PERFORMANCE TEST (200% DL)
	APPROXIMATE BOREHOLE LOCATION
	APPROXIMATE TEST PIT LOCATION
	INCLINOMETER
	PROPOSED SHORING
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Client

**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

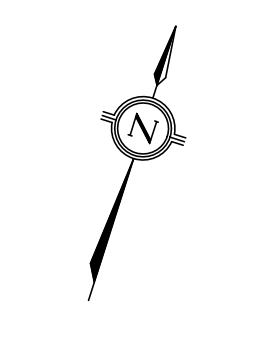

Job Title

**1256 MARKHAM ROAD**  
NOBLETON, ONTARIO

Sheet Title  
**EXCAVATION SHORING  
PARTIAL PLAN**

Seal

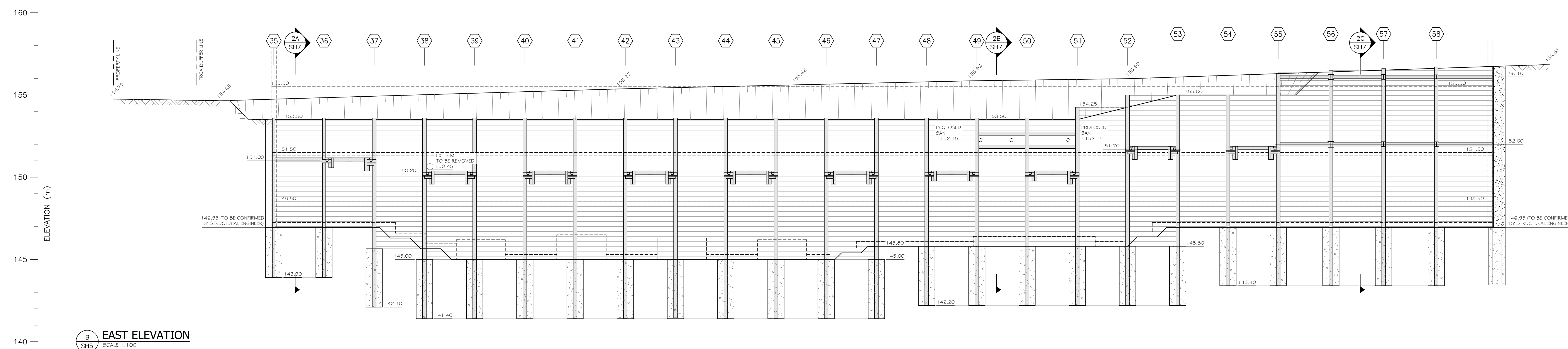
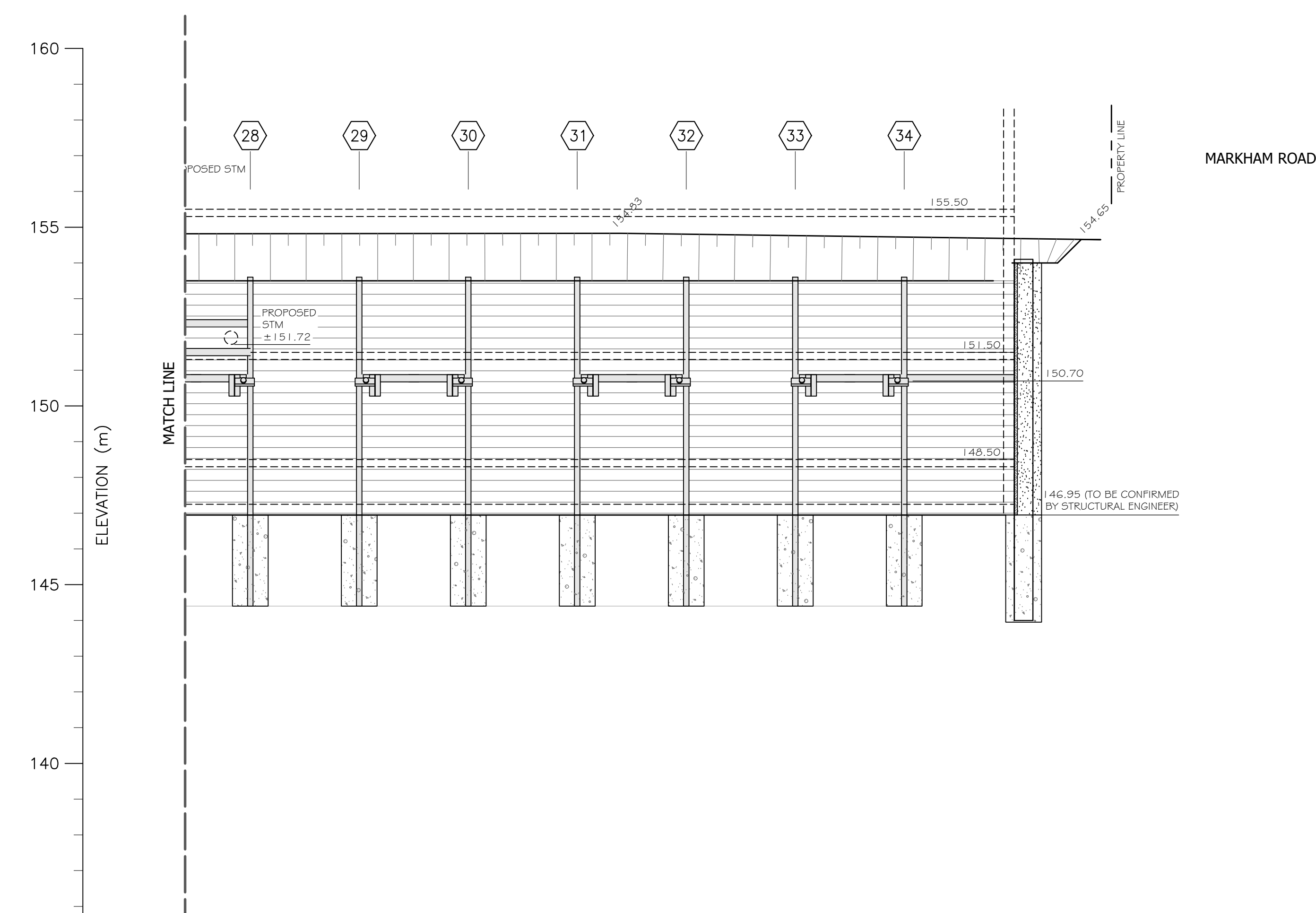
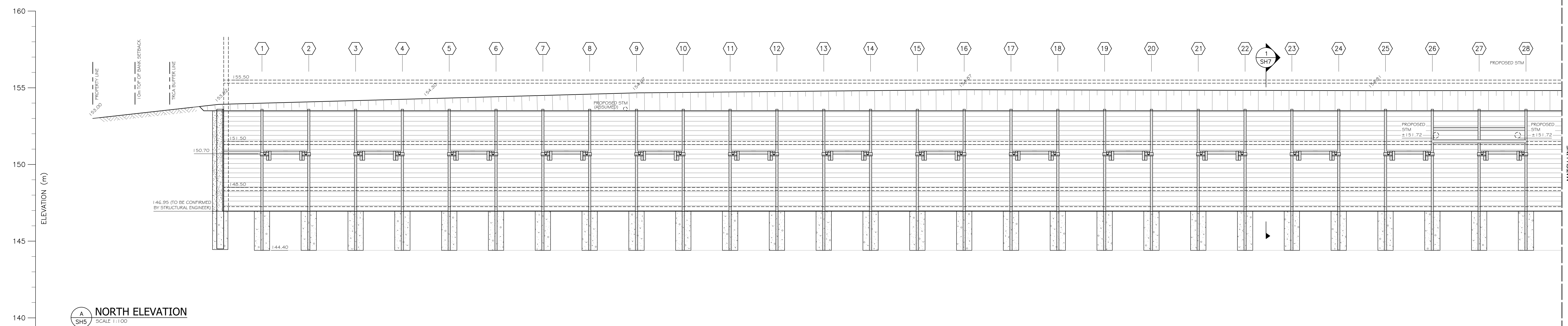
North



**Terraprobe Inc.**  
Engineering Solutions  
11 Indall Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250

Scale:	1:100	Designed By:	L. Y.
Drawn By:	P. L.	Reviewed By:	L. Y.
Job No:	1-18-0062-80	Sheet No:	SH4





NO	DATE	REMARKS
5	06 SEPTEMBER 2018	ISSUED FOR TENDER
4	03 AUGUST 2018	ISSUED FOR PERMIT
3	20 JULY 2018	ISSUED FOR PERMIT
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#### REVISIONS

LEGEND	
(TP)	TIEBACK PERFORMANCE TEST (200% DL)
+	APPROXIMATE BOREHOLE LOCATION
+	APPROXIMATE TEST PIT LOCATION
+	INCLINOMETER
+	PROPOSED SHORING
+	EXISTING SHORING
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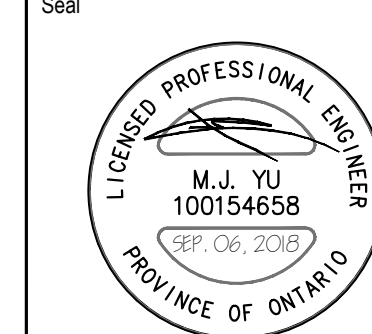
**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

Job Title

**1256 MARKHAM ROAD**  
NOBLETON, ONTARIO

**EXCAVATION SHORING  
ELEVATIONS**

Scale



North



**Terraprobe Inc.**  
Engineering Solutions

11 Indall Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250

Scale:

1:100

Designed By:

L. Y.

Drawn By:

P. L.

Reviewed By:

L. Y.

Job No:

1-18-0062-80

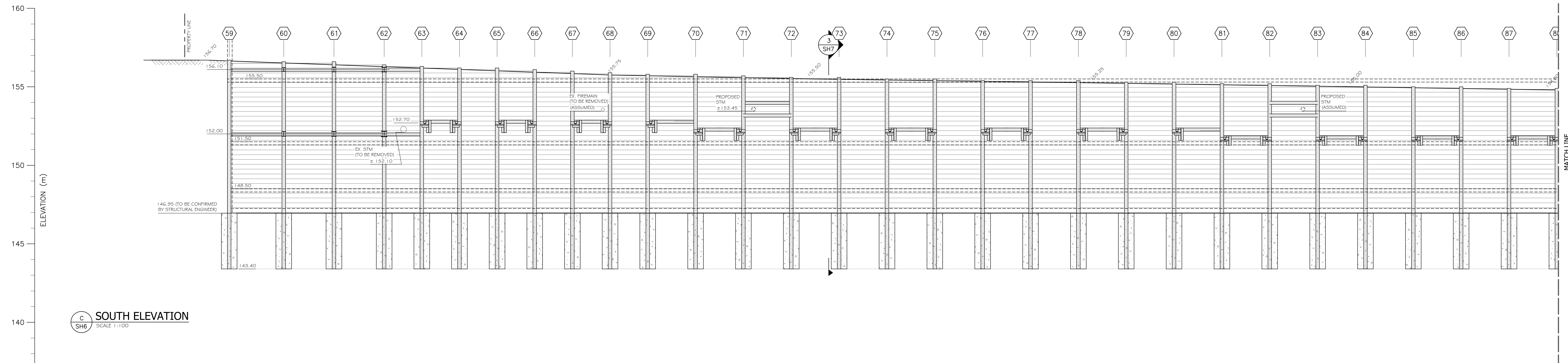
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SH5

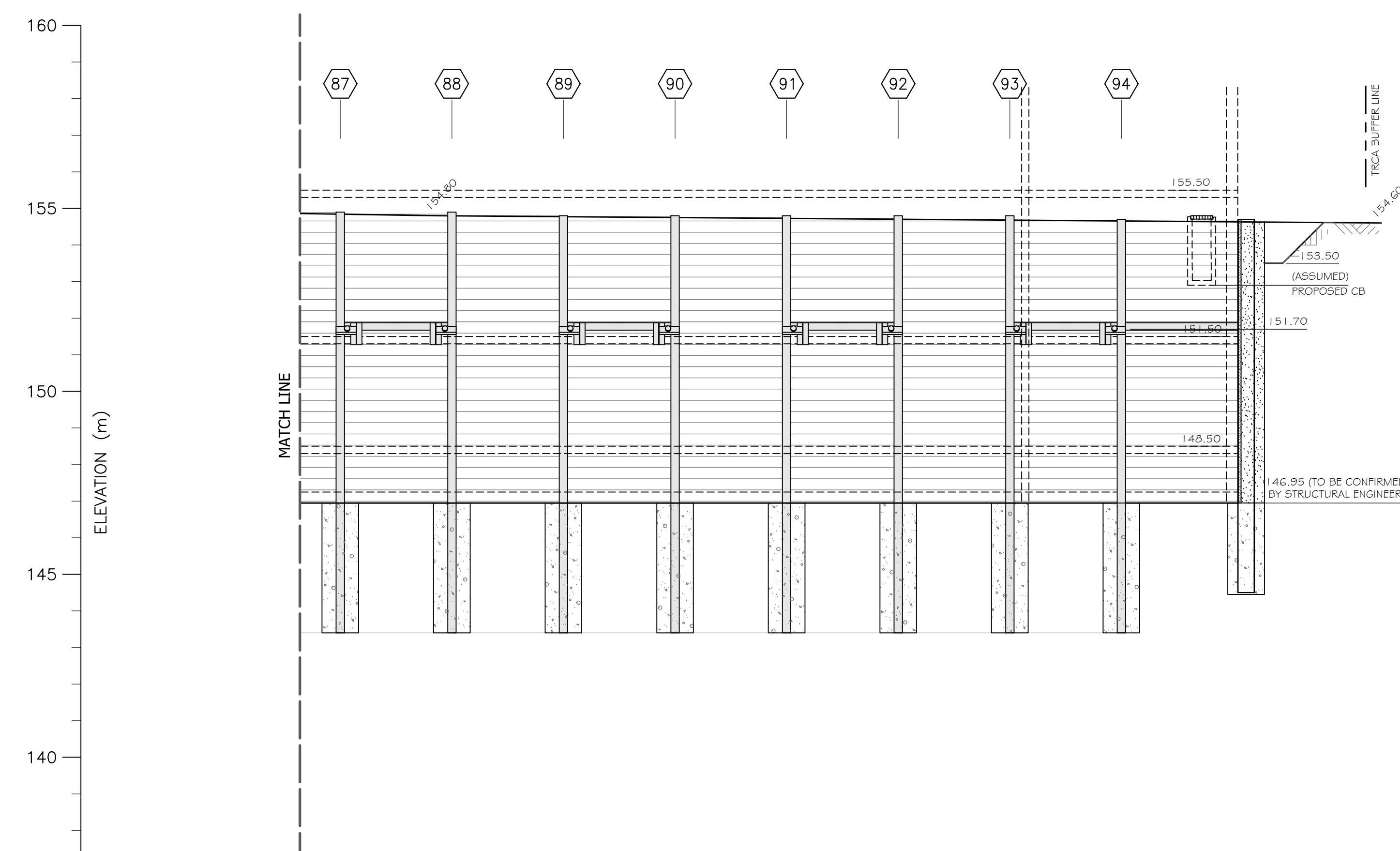


18 218461 SHO 00

ZONING	O.B.C.	Michael, Ashraf	29-Oct/2018
DESIGNER	DATE		
O.B.C. (R)			



**C SOUTH ELEVATION**  
SH6 SCALE 1:100



**D WEST ELEVATION**  
SH6 SCALE 1:100

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#### REVISIONS

LEGEND	
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Client

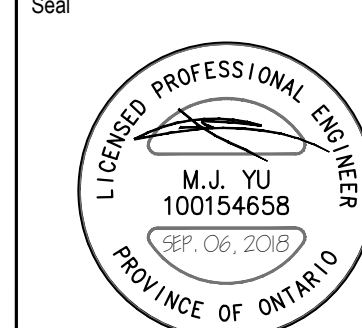
**MAPLE REINDERS  
CONSTRUCTORS**  
2660 ARGENTIA ROAD, MISSISSAUGA, ON L5N 5V4

Job Title

**1256 MARKHAM ROAD**  
NOBLETON, ONTARIO

**EXCAVATION SHORING  
ELEVATIONS**

Scale



North



**Terraprobe Inc.**  
Engineering Solutions  
11 Indall Lane  
Brampton, ON L6T 3Y3  
Tel: (905) 796-2650  
Fax: (905) 796-2250

Scale:

1:100

Designed By:

L. Y.

Drawn By:

P. L.

Reviewed By:

L. Y.

Job No:

**1-18-0062-80**

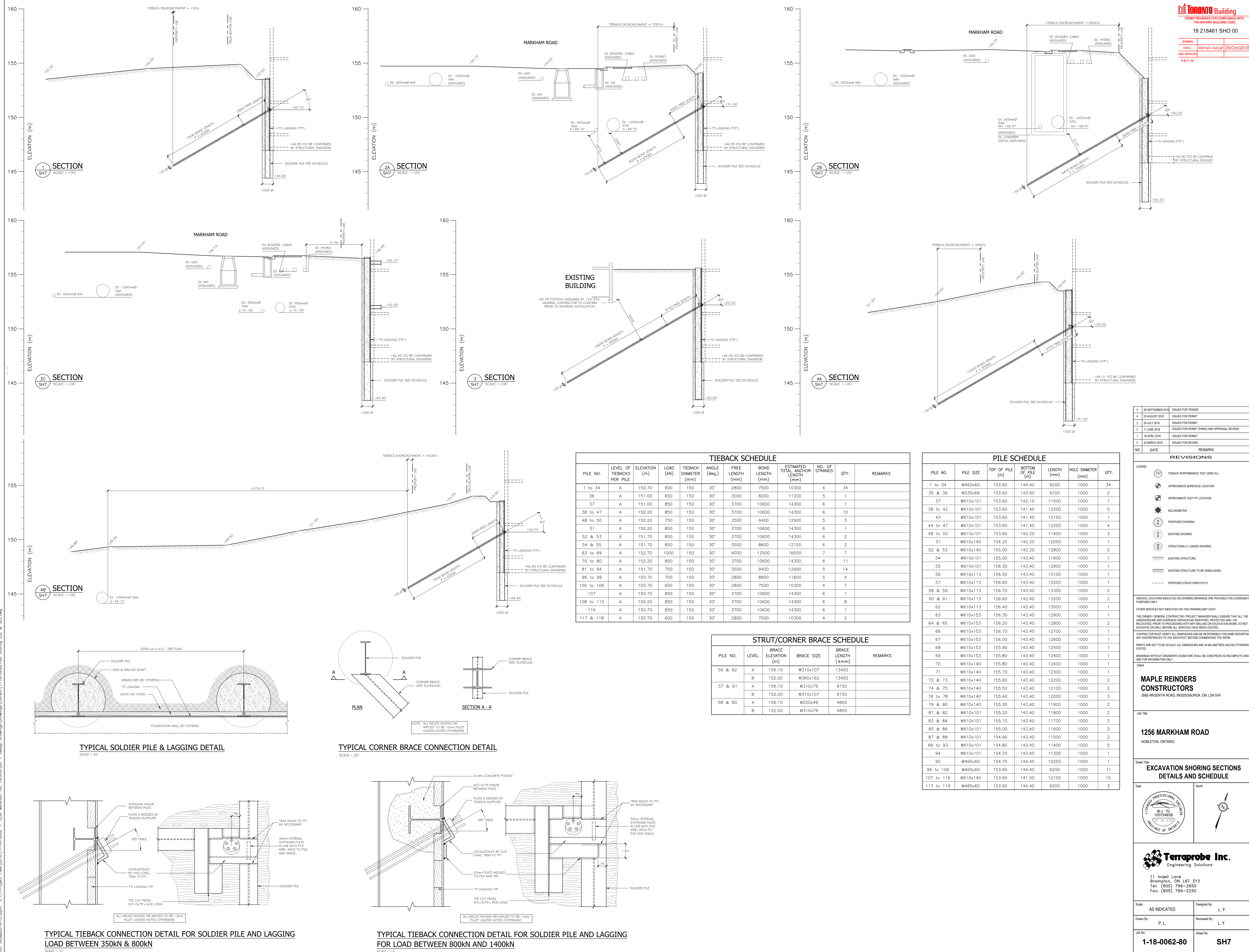
Sheet No:

**SH6**



18 218461 SHO 00

ZONING  
O.B.C.  
PREPARED BY: Michail, Ashraf  
DATE: 29/Oct/2018  
O.B.C. (R)





This is Exhibit "L" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

Receipt No: 1391172

## Receipt

NOTE: This is not a Permit. Do not construct until a permit is issued.  
You will be notified when your permit is ready.

<b>Folder No:</b>	18 218461 BLD 00 NB	<b>Date &amp; Time:</b>	October 30, 2018 01:17 PM
<b>Paid By:</b>	GLOBAL KINGDOM MINISTRIES ATTENTION: TOM LODU, SECRETARY 1250 MARKHAM RD TORONTO ON M1H 2Y9		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	New Building; Apartment Building; New Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Initial Building Permit Fee (E)	9010 - BL0004 - PAYMENT	\$241,703.66	
Money Order	110389 - PAYMENT	\$-8,031,628.80	
Dev Charges - Residential (E)	220398 - PAYMENT	\$7,789,925.14	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$8,031,628.80</b>	
<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input checked="" type="checkbox"/> Money Order <input type="checkbox"/> Certified Cheque <input type="checkbox"/> Journal Entry <input type="checkbox"/> Fee Exempt		_____ Johnston, Cindy per Treasurer, City of Toronto	

Receipt No: 1391174

## Receipt

NOTE: This is not a Permit. Do not construct until a permit is issued.  
You will be notified when your permit is ready.

<b>Folder No:</b>	18 218461 BLD 00 NB	<b>Date &amp; Time:</b>	October 30, 2018 01:19 PM
<b>Paid By:</b>	MILLER THOMSON LLP TRUST ACCOUNT 40 KING ST W SUITE 5800 TORONTO ON M5H 3S1		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	New Building; Apartment Building; New Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Certified Cheque	110389 - PAYMENT	\$-4,000,000.00	
Dev Charges - Residential (E)	220398 - PAYMENT	\$4,000,000.00	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$4,000,000.00</b>	

- |  |  |
|--|--|
| <input type="checkbox"/> Cash          | <input type="checkbox"/> Cheque                      |
| <input type="checkbox"/> Credit Card   | <input type="checkbox"/> Debit Card                  |
| <input type="checkbox"/> Money Order   | <input checked="" type="checkbox"/> Certified Cheque |
| <input type="checkbox"/> Journal Entry | <input type="checkbox"/> Fee Exempt                  |

\_\_\_\_\_  
Johnston, Cindy  
per Treasurer, City of Toronto

This is Exhibit "M" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

Receipt No: 1391174

## Receipt

NOTE: This is not a Permit. Do not construct until a permit is issued.  
You will be notified when your permit is ready.

<b>Folder No:</b>	18 218461 BLD 00 NB	<b>Date &amp; Time:</b>	October 30, 2018 01:19 PM
<b>Paid By:</b>	MILLER THOMSON LLP TRUST ACCOUNT 40 KING ST W SUITE 5800 TORONTO ON M5H 3S1		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	New Building; Apartment Building; New Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Certified Cheque	110389 - PAYMENT	\$-4,000,000.00	
Dev Charges - Residential (E)	220398 - PAYMENT	\$4,000,000.00	
<b>Total:</b>		<b>\$ .00</b>	
<b>Paid Amount</b>		<b>\$4,000,000.00</b>	

<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input type="checkbox"/> Money Order <input checked="" type="checkbox"/> Certified Cheque <input type="checkbox"/> Journal Entry <input type="checkbox"/> Fee Exempt	Johnston, Cindy <hr style="width: 80%; margin: 0 auto;"/> per Treasurer, City of Toronto
--	---

This is Exhibit "N" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**





## Certificate of Continuance

*Canada Not-for-profit Corporations Act*

## Certificat de prorogation

*Loi canadienne sur les organisations à but non  
lucratif*

GLOBAL KINGDOM MINISTRIES INC.

Corporate name / Dénomination de l'organisation

443468-4

Corporation number / Numéro de  
l'organisation

I HEREBY CERTIFY that the above-named corporation, the articles of continuance of which are attached, is continued under section 211 of the *Canada Not-for-profit Corporations Act*.

JE CERTIFIE que l'organisation susmentionnée, dont les statuts de prorogation sont joints, a été prorogée en vertu de l'article 211 de la *Loi canadienne sur les organisations à but non lucratif*.

Virginie Ethier

Director / Directeur

2014-06-24

Date of Continuance (YYYY-MM-DD)  
Date de prorogation (AAAA-MM-JJ)



**Canada Not-for-profit Corporations Act (NFP Act)  
Form 4031**

**Articles of Continuance (transition)**

*To be used only for a continuance from the Canada Corporations Act, Part II.*

**1 - Current name of the corporation**

GLOBAL KINGDOM MINISTRIES INC.

**2 - If a change of name is requested, indicate proposed corporate name**

**3 - Corporation number**

4, 4, 3, 4, 6, 8, -, 4

**4 - The province or territory in Canada where the registered office is situated**

Ontario

**5 - Minimum and maximum number of directors (for a fixed number, indicate the same number in both boxes)**

Minimum number

9

Maximum number

20

**6 - Statement of the purpose of the corporation**

The purposes of the Corporation are:

1. To preach, teach, promote, disseminate, advance, demonstrate and implement the Gospel of Jesus Christ within the local community, throughout Canada and to people everywhere and thus fulfill the command of our Lord and Saviour that His Gospel be preached in all the world as a witness for all nations.

(Continued on attached Schedule "A" - Statement of the purpose of the Corporation)

**7 - Restrictions on the activities that the corporation may carry on, if any**

The Corporation shall be restricted to carry on such activities in furtherance of its purposes as are permitted to be carried on by a registered charity under the provisions of the Income Tax Act.



**Canada Not-for-profit Corporations Act (NFP Act)**  
**Form 4031**  
**Articles of Continuance (transition)**

**8 - The classes, or regional or other groups, of members that the corporation is authorized to establish**

The Corporation is authorized to establish one (1) class of members. Each member shall be entitled to receive notice of, attend and vote at all meetings of the members of the Corporation.

**9 - Statement regarding the distribution of property remaining on liquidation**

It is specifically provided that in the event of dissolution or winding-up of the Corporation, all of its remaining assets after payment of its liabilities shall be distributed to one or more qualified donees within the meaning of subsection 248 (1) of the Income Tax Act that has or have purposes similar to those of the Corporation as set out herein.

**10 - Additional provisions, if any**

(See attached Schedule "B" - Additional provisions)

**11 - Declaration**

I hereby certify that I am a director or an authorized officer of the corporation continuing into the NFP Act.

Signature: \_\_\_\_\_

Print name: Tom Lodu

Phone Number: (416) 438-1601

**Note:** A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 292(2) of the NFP Act).

**Canada**

### **Schedule "A" – Statement of the purpose of the Corporation**

2. Provided that the objects shall include only those which are, at law, exclusively charitable and without limiting the generality of the foregoing, and to accomplish the aforesaid objects:

(a) to uphold and promote the Statement of Fundamental and Essential Truths, being Article V of The General Constitution and By-Laws of The Pentecostal Assemblies of Canada, as adopted and amended from time to time by the General Conference of The Pentecostal Assemblies of Canada;

(b) to establish, maintain and conduct places of worship of Almighty God;

(c) to bring forth the knowledge and the gift of salvation through Jesus Christ, head of the Church, to the local community, to the country of Canada, and to the world at large as may be directed by our Lord and Saviour;

(d) to help and strengthen members in adherence to the Christian faith;

(e) to establish and carry on a ministry of Christian education in the knowledge of God and the guidance of all life as revealed in the Holy Scriptures of both the Old and New Testament;

(f) to support and encourage unity in the body of Christ within the Corporation and everywhere;

(g) to support and maintain missions and missionaries for both home and foreign missions;

(h) to provide service and assistance to the local community, the country of Canada and the world at large in alleviating human suffering and meeting the physical, and emotional needs of persons in need in order to demonstrate and disseminate the message of Christ's love and offer of salvation;

(i) to acquire and hold land for the purposes of a place of worship; and

(j) to associate and affiliate with any association or organization, incorporated or unincorporated, with exclusively charitable objects similar to those of the Corporation herein.

3. For the attainment of the above objects and as incidental and ancillary thereto, to exercise any of the powers as prescribed by the Canada Not-for-profit Corporations Act or any other statutes or laws from time to time applicable,

except where such power is contrary to the statutes or common law relating to charities in particular without limiting the generality of the foregoing:

(a) to solicit, receive, hold, invest and administer funds hereafter given to it exclusively for such charitable purposes as above set forth and, to that end, to take and receive, by bequest, devise, legacies, gift, grant, donation or benefit of trust, and enter into agreements, contracts and undertakings incidental thereto;

(b) to acquire by purchase, lease, devise, gift or otherwise, real property, and to hold such real property or interest therein necessary for the actual use and occupation of the Corporation or for carrying on of its charitable undertaking, and when no longer necessary, to sell, dispose of and convey the same or any part thereof;

(c) to acquire by purchase, contract, donation, legacy, gift, grant, bequest or otherwise, any personal property, and to enter into and carry out any agreements, contracts or undertakings incidental thereto, and to sell, dispose of and convey the same or any part thereof, as may be considered advisable;

(d) to invest and reinvest the funds of the Corporation in such manner as determined by the directors from time to time, and in making such investments, the directors shall not be limited to investments authorized by law for trustees, provided that such investments are reasonable, prudent and sagacious under the circumstances and do not constitute either directly or indirectly a conflict of interest; and

(e) to accumulate from time to time part of the fund or funds of the Corporation or the income therefrom subject to any statutes or laws from time to time applicable.

### **Schedule "B" - Additional provisions**

The Corporation shall be carried on without the purpose of gain for its members, and any property or other accretions to the corporation shall be used in furtherance of its purposes.

Directors shall serve without remuneration, and no director shall directly or indirectly receive any profit from his or her position as such, provided that a director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

If authorized by a by-law, which is duly adopted by the directors and confirmed by ordinary resolution of the members, the directors of the Corporation may, from time to time:

- (a) borrow money on the credit of Corporation;
- (b) issue, reissue, sell, pledge or hypothecate debt obligations of the Corporation; and
- (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any debt obligation of the Corporation.

Any such by-law may provide for the delegation of such powers by the directors to such officers or directors of the Corporation to such extent and in such manner as may be set out in the by-law.

Nothing herein limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory note made, drawn, accepted or endorsed by or on behalf of the Corporation.

The members and directors of the Corporation are required to subscribe to the Statement of Fundamental and Essential Truths, Being Article 5 of The General Constitution and By-Laws of The Pentecostal Assemblies of Canada, as adopted and amended from time to time by the General Conference of the Pentecostal Assemblies of Canada, which reads as follows:



## STATEMENT OF FUNDAMENTAL AND ESSENTIAL TRUTHS

### *Article 5 of the General Constitution and By-Laws* Amended by General Conference, 2008

#### PREAMBLE

The Pentecostal Assemblies of Canada stands firmly in the mainstream of historical Christianity. It takes the Bible as its all-sufficient source of faith and practice, and subscribes to the historic creeds of the universal church. In common with historical, evangelical Christianity, it emphasizes Christ as Saviour and coming King. It also presents Christ as Healer, and it adopts the distinctive position that speaking in tongues is the initial evidence when Christ baptizes in the Holy Spirit. (See Article 5.6.3)

#### 5.1 HOLY SCRIPTURES

All Scripture is given by inspiration of God<sup>1</sup> by which we understand the whole Bible to be inspired in the sense that holy men of God were moved by the Holy Spirit to write the very words of Scripture.<sup>2</sup> Divine inspiration extends equally and fully to all parts of the original writings. The whole Bible in the original is, therefore, without error and, as such, is infallible, absolutely supreme and sufficient in authority in all matters of faith and practice.<sup>3</sup>

The Bible does not simply contain the Word of God, but is, in reality, the complete revelation and very Word of God inspired by the Holy Spirit. Christian believers today receive spiritual illumination to enable them to understand the Scriptures,<sup>4</sup> but God does not grant new revelations that are contrary or additional to inspired biblical truth.<sup>5</sup>

#### 5.2 THE GODHEAD

The Godhead exists eternally in three persons: the Father, the Son, and the Holy Spirit. These three are one God, having the same nature and attributes and are worthy of the same homage, confidence, and obedience.<sup>6</sup>

##### 5.2.1 THE FATHER

The Father exists eternally as the Creator of heaven and earth, the Giver of the Law, to whom all things will be subjected, so that He may be all in all.<sup>7</sup>

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<sup>1</sup> 2 Tim. 3: 16, 17

<sup>2</sup> 2 Pet. 1: 20, 21

<sup>3</sup> Psa. 119:160; Matt. 5:17, 18

<sup>4</sup> 1 Cor. 2:12-14

<sup>5</sup> Prov. 30:5, 6

<sup>6</sup> Matt. 3:16, 17; 28:19; 2 Cor. 13:14

<sup>7</sup> Gen. 1:1; 1 Cor. 16:28

### 5.2.2 THE SON

The Lord Jesus Christ, the eternal and only begotten Son of the Father, is true God and true man.<sup>8</sup> He was conceived of the Holy Spirit, born of the Virgin Mary,<sup>9</sup> and by His sinless life, miracles and teaching, gave full revelation of the Father.<sup>10</sup>

He died upon the cross, the Just for the unjust, as a substitution sacrifice.<sup>11</sup> He rose from the dead.<sup>12</sup> He is now at the right hand of the Majesty on high as our great High Priest.<sup>13</sup> He will come again to establish His kingdom in righteousness and peace.<sup>14</sup>

### 5.2.3 THE HOLY SPIRIT

The Holy Spirit is also God, performing actions and possessing the attributes of the Deity.<sup>15</sup> His personality is shown by the fact that He has personal characteristics and that individuals may relate to Him as a person.<sup>16</sup>

## 5.3 ANGELS

### 5.3.1 CLASSIFICATION

Angels were created as intelligent and powerful beings to do the will of God and worship Him.<sup>17</sup> However, Satan, the originator of sin, fell through pride and was followed by those angels who rebelled against God. These fallen angels or demons are active in opposing the purposes of God.<sup>18</sup>

Those who remained faithful continue before the throne of God and serve as ministering spirits.<sup>19</sup>

### 5.3.2 THE BELIEVER AND DEMONS

Demons attempt to thwart God's purposes; however, in Christ, the believer may have complete liberty from the influence of demons.<sup>20</sup> He cannot be possessed by them because his body is the temple of the Holy Spirit in which Christ dwells as Lord.<sup>21</sup>

## 5.4 MAN

<sup>8</sup> John 1:1,14; 10:30,17; Phil 2:6,7; Heb. 1:8

<sup>9</sup> Luke 1:26-35

<sup>10</sup> John 12:48; Acts 2:22; 2 Cor. 6:21; Heb. 7:26

<sup>11</sup> Rom. 5:8,9; 1 Cor. 15:3; 1Pet. 3:18

<sup>12</sup> Matt. 28:6; 1 Cor. 15:4,20

<sup>13</sup> Acts 1:8-11; 2:33; Heb. 8:1

<sup>14</sup> Matt. 28:31

<sup>15</sup> Acts 5:3,4

<sup>16</sup> John 16:13-14

<sup>17</sup> Psa. 103:20; Rev. 5:11,12

<sup>18</sup> Isa. 14:12-17; Eze. 28:11-19; Eph. 6:11-12; 1Tim. 4:1; Jude 8

<sup>19</sup> Heb. 1:14

<sup>20</sup> Heb. 2:14; 1 John 3:8; 4:1-4

<sup>21</sup> Matt. 6:24; 1 Cor. 6:19,20

Man was originally created in the image and likeness of God.<sup>22</sup> He fell through sin and, as a consequence, incurred both spiritual and physical death.<sup>23</sup> Spiritual death and the depravity of human nature have been transmitted to the entire human race<sup>24</sup> with the exception of the Man Christ Jesus.<sup>25</sup> Man can be saved only through the atoning work of the Lord Jesus Christ.<sup>26</sup>

## **5.5 SALVATION**

### **5.5.1 ATONEMENT OF CHRIST**

Salvation has been provided for all men through the sacrifice of Christ upon the cross.<sup>27</sup> It is the only perfect redemption and substitution atonement for all the sins of the world, both original and actual. His atoning work has been proven by His resurrection from the dead.<sup>28</sup> Those who repent and believe in Christ are born again of the Holy Spirit and receive eternal life.<sup>29</sup> Furthermore, in the atonement, divine healing was provided for all believers.<sup>30</sup>

### **5.5.2 REPENTANCE AND FAITH**

Man can be born again only through faith in Christ. Repentance, a vital part of believing, is a complete change of mind wrought by the Holy Spirit,<sup>31</sup> turning a person to God from sin.

### **5.5.3 REGENERATION**

Regeneration is a creative work of the Holy Spirit by which man is born again and receives spiritual life.<sup>32</sup>

### **5.5.4 JUSTIFICATION**

Justification is a judicial act of God by which the sinner is declared righteous solely on the basis of his acceptance of Christ as Saviour.<sup>33</sup>

<sup>22</sup> Gen. 1:26; 2:7

<sup>23</sup> Rom. 5:12; James 1:14,15

<sup>24</sup> Jer. 17:9; Rom. 3:10-19, 23

<sup>25</sup> Heb. 7:28

<sup>26</sup> John 14:8; Acts 4:12; 1 Tim. 2:5,6

<sup>27</sup> Isa. 53:3-6; John 12:32,33; 1 Pet. 2:24

<sup>28</sup> Acts 2:36; Rom. 4:25; 1 Cor. 15:14,17,20; Heb. 10:12; 1 John 2:2

<sup>29</sup> Acts 20:21; 1 Pet. 1:23,25

<sup>30</sup> Isa. 53:4,5; Matt. 8:16b,17

<sup>31</sup> Isa. 55:7; Acts 17:30; Gal. 3:22,26; Eph. 2:8; 1 John 5:10-13

<sup>32</sup> John 3:3b,5b,7; 2 Cor. 5:17,18a; 1 Pet. 1:23

<sup>33</sup> Rom. 3:24; 4:3-5; 5:1-2

## 5.6 THE CHRISTIAN EXPERIENCE

### 5.6.1 ASSURANCE

Assurance of salvation is the privilege of all who are born again by the Spirit through faith in Christ,<sup>34</sup> resulting in love, gratitude and obedience toward God.

### 5.6.2 SANCTIFICATION

Sanctification is dedication to God and separation from evil.<sup>35</sup> In experience it is both instantaneous<sup>36</sup> and progressive.<sup>37</sup> It is produced in the life of the believer by his appropriation of the power of Christ's blood and risen life through the person of the Holy Spirit.<sup>38</sup> He draws the believer's attention to Christ, teaches him through the Word and produces the character of Christ within him.<sup>39</sup> Believers who sin must repent and seek forgiveness through faith in the cleansing blood of Jesus Christ.<sup>40</sup>

### 5.6.3 BAPTISM IN THE HOLY SPIRIT

The baptism in the Holy Spirit is an experience in which the believer yields control of himself to the Holy Spirit.<sup>41</sup> Through this he comes to know Christ in a more intimate way<sup>42</sup> and receives power to witness and grow spiritually.<sup>43</sup> Believers should earnestly seek the baptism in the Holy Spirit according to the command of our Lord Jesus Christ.<sup>44</sup> The initial evidence of the baptism in the Holy Spirit is speaking in other tongues as the Spirit gives utterance.<sup>45</sup> This experience is distinct from and subsequent to the experience of the new birth.<sup>46</sup>

### 5.6.4 THE GIFTS OF THE SPIRIT

The gifts of the Spirit are supernatural abilities given by God through the exercising of which believers are enabled to minister effectively and directly in particular situations.<sup>47</sup> They serve the dual function of building

<sup>34</sup> John 10:27-28; Rom. 8:35-39

<sup>35</sup> 2 Cor. 6:14; 7:1

<sup>36</sup> John 17:17,19; Hab. 10:10,14

<sup>37</sup> 1 Thes. 5:23; 2 Tim. 2:19-22; 1 Pet. 1:14-16

<sup>38</sup> Rom. 6:11,13,14,18

<sup>39</sup> 1 Cor. 13; Gal. 5:22, 23; 2 Pet. 1:3-4

<sup>40</sup> 1 John 1:8; 2:1-2

<sup>41</sup> Matt. 3:11; Acts 1:8; Eph. 5:18

<sup>42</sup> John 18:13-16

<sup>43</sup> Acts 1:8; 2 Cor 3:18

<sup>44</sup> Luke 24:49; Acts 1:4, 8

<sup>45</sup> Acts 2:4; 10:46; 19:6

<sup>46</sup> Acts 8:12-17; 10:44-48

<sup>47</sup> 1 Cor. 12:4-11

up the church and of demonstrating the presence of God within His church.<sup>48</sup>

#### **5.6.5 DIVINE HEALING**

Divine healing provided in the atonement of Christ<sup>49</sup> is the privilege of all believers. Prayer for the sick and gifts of healing are encouraged and practiced.<sup>50</sup>

### **5.7 THE CHURCH**

#### **5.7.1 THE UNIVERSAL CHURCH**

All who are born again are members of the universal church, which is the Body and Bride of Christ.<sup>51</sup>

#### **5.7.2 THE LOCAL CHURCH**

##### **5.7.2.1 PURPOSE**

The local church is a body of believers in Christ who have joined together to function as a part of the universal church.<sup>52</sup> The local church is ordained by God and provides a context in which believers corporately worship God<sup>53</sup>, observe the ordinances of the church, are instructed in the faith and are equipped for the evangelization of the world.<sup>54</sup>

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<sup>48</sup> 1 Cor. 12:7; 14:12, 24-26

<sup>49</sup> Matt. 8:16,17

<sup>50</sup> 1 Cor. 12:28-30; James 5:14

<sup>51</sup> 1 Cor. 12:13; Eph. 5:26b; Col. 1:18; 1 Tim. 3:16

<sup>52</sup> Acts 14:23; 1 Cor. 16:19

<sup>53</sup> John 4:23; Acts 20:7

<sup>54</sup> Acts 1:8; 11:19-24; 2 Tim. 2:2; 1 Pet. 5:2

## **5.7.2.2 ORDINANCES**

### **5.7.2.2.1 THE LORD'S SUPPER**

The Lord's Supper is a symbol, memorial and proclamation of the suffering and death of our Lord Jesus Christ. This ordinance of communion is to be participated in by believers until Christ's return.<sup>55</sup>

### **5.7.2.2.2 WATER BAPTISM**

Water baptism signifies the believer's identification with Christ in His death, burial and resurrection and is practiced by immersion.<sup>56</sup>

### **5.7.2.3 MINISTRY**

A divinely called and ordained ministry is the provision of the Lord to give leadership to the church as it fulfills its purposes.<sup>57</sup>

## **5.8 THE END OF TIME**

### **5.8.1 THE PRESENT STATE OF THE DEAD**

At death the souls of believers pass immediately into the presence of Christ,<sup>58</sup> and these remain in constant bliss until the resurrection of the glorified body.<sup>59</sup> The souls of unbelievers remain after death conscious of condemnation<sup>60</sup> until the final bodily resurrection and judgment of the unjust.<sup>61</sup>

### **5.8.2 THE RAPTURE**

The rapture, the blessed hope of the church, is the imminent coming of the Lord in the air to receive to Himself His own, both the living who shall be transformed, and the dead in Christ who shall be resurrected.<sup>62</sup> This event takes place before the wrath of God is poured out during the tribulation. Believers then will appear before the judgment seat of Christ to be judged according to faithfulness in Christian service.<sup>63</sup>

<sup>55</sup> Matt. 26:26-28; 1 Cor. 10:16-17; 11:23-26  
<sup>56</sup> Matt. 28:19; Mark 16:15-16; Acts 2:38, 41; 8:38-39; Rom. 6:3-5  
<sup>57</sup> Acts 6:2b-4c; 13:2-4a; 14:23; Eph. 4:8, 11-13  
<sup>58</sup> 2 Cor. 5:8; Phil. 1:21, 23-24  
<sup>59</sup> Rom 8:22-23; 1 Cor. 15:42-44; 2 Cor. 6:1, 4b  
<sup>60</sup> Luke 16:22-31; John 3:36  
<sup>61</sup> Dan. 12:2; John 5:28-29; 2 Thess. 1:7-10; Rev 20:11-15  
<sup>62</sup> 1 Cor. 15:51-57; Phil. 3:20-21; 1 Thess. 4:13-18; Titus 2:13  
<sup>63</sup> Rom. 14:10-12; 1 Cor 3:11-15; 2 Cor. 5:9-10



### 5.8.3 THE TRIBULATION

The tribulation will be a time of judgment on the whole earth.<sup>64</sup> During this period the Antichrist will emerge to offer false hope to the nations.<sup>65</sup>

### 5.8.4 THE SECOND COMING OF CHRIST

The return of Christ to earth in power and great glory will conclude the great tribulation with the victory at Armageddon,<sup>66</sup> the defeat of Antichrist and the binding of Satan.<sup>67</sup> Christ will introduce the millennial age,<sup>68</sup> restore Israel to her own land, lift the curse which now rests upon the whole creation, and bring the whole world to the knowledge of God.<sup>69</sup>

### 5.8.5 THE FINAL JUDGMENT

There will be a final judgment in which the unbelieving dead will be raised and judged at the great white throne, according to their works.<sup>70</sup>

The beast and false prophet, the devil and his angels, and whoever is not found in the Book of Life, shall be cast into the lake of fire, not to annihilation but to everlasting punishment, which is the second death.<sup>71</sup>

### 5.8.6 THE ETERNAL STATE OF THE RIGHTEOUS

The righteous will share the glory of God in the new heaven and the new earth for eternity.<sup>72</sup>

## 5.9 POSITIONS AND PRACTICES

### 5.9.1 MARRIAGE AND THE FAMILY

Marriage is a provision of God wherein one man and one woman to the exclusion of all others enter into a lifelong relationship<sup>73</sup> through a marriage ceremony that is recognized by the church and legally sanctioned by the state.

Marriage establishes a "one-flesh" relationship<sup>74</sup> that goes beyond a physical union and is more than either a temporary relationship of convenience intended to provide personal pleasure or a contract that

<sup>64</sup> Matt. 24:15, 21-22; 1 Thess. 5:1-3

<sup>65</sup> 2 Thess. 2:3-12; Rev. 13:11-18

<sup>66</sup> Matt. 24:27, 30; Luke 17:24, 28-30

<sup>67</sup> Rev. 18:12-16; 17:8, 12-14; 19:11-20

<sup>68</sup> Psa. 2:6-12; Dan. 2:44-45; Luke 22:29-30; Rev. 3:21; 20:6

<sup>69</sup> Isa. 1:24-27; 2:1-4; Zech. 14:3, 4, 9; Rom. 8:18-23; Rev. 22:3

<sup>70</sup> Dan. 7:9-10; John 12:48; Rom. 2:2, 6, 11, 16; Rev. 14:9-11; 20:11-15

<sup>71</sup> Matt. 25:41b; Jude 6; Rev. 20:10, 15; 21:8

<sup>72</sup> Matt. 13:43; John 17:24; 2 Pet. 3:13; Hab. 11:10; Rev. 21:1-2, 10, 22-23

<sup>73</sup> Gen. 2:24; Matt. 19:6

<sup>74</sup> Matt. 19:5; Mal. 2:15

binds two people together in a legal partnership. Marriage establishes an emotional and spiritual oneness that enables both partners to respond to the spiritual, physical and social needs of the other.<sup>75</sup> It provides the biblical context for the procreation of children.

Marriage is to be an exclusive relationship that is maintained in purity.<sup>76</sup> It is intended by God to be a permanent relationship. It is a witness to the world of the relationship between Christ and His church.<sup>77</sup>

Marriage requires a commitment of love, perseverance and faith. Because of its sanctity and permanence, marriage should be treated with seriousness and entered into only after counsel and prayer for God's guidance. Christians should marry only those who are believers.<sup>78</sup> An individual who becomes a believer after marriage should remain with his/her partner in peace, and should give witness to the Gospel in the home.<sup>79</sup>

The Bible holds family life as a position of trust and responsibility. The home is a stabilizing force in society, a place of nurture, counsel, and safety for children.<sup>80</sup>

Marriage can only be broken by *porneia*, which is understood as marital unfaithfulness<sup>81</sup> involving adultery, homosexuality, or incest. While the Scriptures give evidence that the marriage vow and "one-flesh" union are broken by such acts and therefore recognize the breaking of the marriage relationship, the Scriptures do recommend that the most desirable option would be reconciliation.<sup>82</sup>

### 5.9.2 DIVORCE

We believe that divorce is not God's intention. It is God's concession to the "hardness of men's hearts."<sup>83</sup>

We, therefore, discourage divorce by all lawful means and teaching. Our objective is reconciliation and the healing of the marital union wherever possible. Marital unfaithfulness should not be considered so much an occasion or opportunity for divorce but rather an opportunity

<sup>75</sup> Gen. 2:18; 1 Cor. 7:2-5; Heb. 13:4

<sup>76</sup> Eph. 5:3, 26, 27

<sup>77</sup> Eph. 5:25, 31, 32

<sup>78</sup> 2 Cor. 8:1, 14, 16

<sup>79</sup> 1 Cor. 7:12-14, 16

<sup>80</sup> Eph. 6:4

<sup>81</sup> Matt. 5:32; 19:9

<sup>82</sup> Eph. 4:32

<sup>83</sup> Matt. 19:8

for Christian grace, forgiveness, and restoration. Divorce in our society is a termination of a marriage through a legal process authorized by the State. While the Church recognizes this legal process as an appropriate means to facilitate the permanent separation of spouses, the Church restricts the idea of divorce, in the sense of dissolution of marriage, to reasons specified in Scripture.

The weight of the biblical record is negative and the explicit statement is made, "God hates divorce."<sup>84</sup> Divorce is more than an action of the courts which breaks the legal contract between partners in a marriage. It is also the fracture of a unique human relationship between a male and a female. Divorce has profound consequences for the children. Divorce is evidence of the sinful nature expressed in human failure. Jesus gives one explicit cause for the dissolution of marriage: *porneia* or marital unfaithfulness.

Where all attempts at reconciliation have failed and a divorce has been finalized, we extend Christ's love and compassion.

#### 5.9.3 REMARRIAGE

Remarriage is the union, legally sanctioned by the State, of one man and one woman, one or both of whom have been previously married. It is regarded as acceptable in Scripture in the event of the death of a former spouse. It is also regarded as acceptable if there has been sexual immorality on the part of the former partner or if the former partner has remarried.

#### 5.9.4 TITHING

Tithing was divinely instituted by God under the old covenant and was compulsory upon the people who worshiped God.<sup>85</sup> Under the new covenant we are not bound by arbitrary laws; but the principles of right and wrong, as expressed by the law, are fulfilled in the believer's life through grace. Grace should produce as much as or more than law demanded. Regular systematic giving is clearly taught in the New Testament. It is known as the grace of giving.<sup>86</sup> The gauge or rule of this systematic giving is defined in the Old Testament, known as the law of tithing. All Christians should conscientiously and systematically tithe their income to God.

<sup>84</sup> Mal. 2:16

<sup>85</sup> Lev. 27:30-32; Mal. 3:10

<sup>86</sup> 2 Cor. 9:6-15

This is Exhibit "O" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

## GKM Board Meeting Minute Draft

Date: August 28, 2018

Location: 1250 Markham Road

Time: 7:00 p.m.

Attendees:	Pastor Bob Johnston	Kern Kalideen
	Cheryl Searles	Korrie Silver
	Paul Singh	Rajan Vyravipillai
	Johnson Babalola	Donna Lodu
	Mark Steele	Laura Lau
	Chris Kean	Robert Clarke
	Sonja Goodridge	Jeremy Anderson
Guests:	Ruby Dean	Pastor Ben Johnston

The meeting was opened at 7:09 p.m.

### A. Prayer

A short exhortation was shared from the book of Nehemiah in line with the Sunday sermon series from the past weeks. Pastor Bob encouraged us to listen again to the message from Sunday. Pastor Bob shared that he really senses that people are hungry for spiritual change and really that that as a body we needed to call a fast. On Monday September 10<sup>th</sup>, 2018 Pastor Bob is calling for an assembly of pastors and leadership for night of prayer of repentance and cleansing and a renewal of our commitment to God. He reminded the board of the Days of Fasting and Prayer – September 10<sup>th</sup> to 12<sup>th</sup> and that we will be meeting each of the evenings at 7:00 p.m. In September we will start a sermon series on emphasizing our Pentecostal heritage and distinctives. We were asked to pray specifically for children going back to school and TRT. After sharing the exhortation and these important highlights mentioned the board went into a time of prayer.

### B. Business

#### 1. Agenda

The evening's agenda dated the 28<sup>th</sup> August 2018 is moved for acceptance as printed and presented.

Moved: Jeremy Anderson

Seconded: Donna Lodu

Carried

## 2. Minutes of Previous Meeting

The minutes of the previous meeting dated 26<sup>th</sup> of June is moved for acceptance as presented for acceptance as printed and presented.

Moved:               Jeremy Anderson  
Seconded           Rajan Vyravipillai  
Carried

b) Business out of the Minutes Previous – Follow up on Volunteer Confidentiality Agreement and Succession planning will take place in our September meeting.

## 3. Ministry Update

Pastor Ben brought a brief update to the board on the following items:

a) The next Kingdom Summit will be held on October 20<sup>th</sup>, 2018. The theme will be Building Legacy. Pastor Ben shared that he expects this to be a significant summit with an emphasis on serving and discipleship through service. The goal is to encourage all our volunteers to mentor and raise up other volunteers to serve.

b) Set Us Ablaze album activity - An update was shared on streaming and sales activity for the Set us Ablaze album. We are seeing activity on the major platforms with Spotify being the most popular.

## 4 Financial Update

### Revenue

Ruby Dean, Treasurer brought an update on the finances to the board as per attached statements and summaries. On General Tithes and Offerings, we are up 5.73% over the same period last year. The increase can be attributed to two factors. The first being the special 10<sup>th</sup> anniversary offering that was received and the second factor is the response to Pastor Bob's sermon series emphasis on giving. Pastor Kern noted the sermon series focus was one of the strategies that came out of the finance committee's meeting earlier in the year when they met and realized that there was a stagnation in the giving. In the past a teaching series on giving has produced positive results.

Kids and Youth Summer Camps - Revenue and Expense tracing for the Children and Youth and summer camp show that we have a shortfall of about \$8,625 for the summer programs this year. The loss of government funding this year due to our position of not signing the recently introduced attestation. Fortunately, we were able to make up some of the shortfall, through additional support from our church community who gave in special offerings dedicated to the summer camps.

Revenue estimates up to September 2018 were shared with the board and the total revenue needed for September is approximately \$285k to meet budget. For future financial reports it was requested that cash flow, cash reserves and mortgage balance amounts be included in the summary as this will give the board a better understanding of our financial position particularly as we go into construction. Overall, we continue manage well our expenses.



## 5. TRT Update

Kern took the board through the TRT update, of which copies of were also distributed. Some of the key highlights:

Approvals and Permits-. The Zoning Bylaw is now completed and issues and a few more areas are close to completion with regards to Site Plan Approvals and Section 37. We will have a good set of drawings by August 31<sup>st</sup> which will enable us to apply for building and other permits such as shoring, excavations, foundation etc. as per the presentation.

Funding –Funding does present challenges of its own. The loan requirement is on the larger scale even for seasoned developers. RBC who previously indicated they were willing to work with us is now saying that their portfolio is full. We are therefore looking to other lenders for financing. Since we are a new developer this poses a challenge, but we have hired experienced professionals to work with us on the project. We have provided done full write up on the church, its history, and giving base and board profile to provide to the potential lenders. A list of the all questions being raised by the financial institutions and the responses is included in the presentation. There was some discussion which ensued surrounding financing. Based on Kerns discussions with lenders the issue will not be whether we get funding at this point but more so at what cost. We have lenders other than RBC and Meridian, Laurentian who we have approached but these will be at a higher interest rate.

Parking – We had to come to an agreement to pay \$20,000 a month for parking for the regular use of the parking structure which we have been using on occasion. This is a significant increase. Centennial College was charging \$14,000 but the convenience of using the structure just behind our property is worth the difference.

## 6. Other Business

a) Parking During Construction - Pastor Ben then took the board through the plan for parking during construction. He walked the board through the maps and planned routes for vehicular, pedestrian and special shuttle traffic. The key takeaway is that we will need as many volunteers as possible to make this plan a success. There some discussions and ideas shared to encourage engagement, such as having a fitness (step counter) challenge. The suggestion was also made that members of the board could act as bus captains. This will be a good way for us to serve in the voice and represent the leadership with the GKM Family.

b) Succession Planning – Pastor Bob reported back to the board that Alrick Ashley and Jasmine Dunston did agree to sit on the committee. There will be a more detailed report for the September board meeting.

The meeting was closed in prayer by P. Bob at 9:13 p.m.

Next meeting date is September 25th 7:00 pm

This is Exhibit "P" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



KM K &lt;kernkalideen@gmail.com&gt;

---

**FW: 18-218461 BLD (1256 MARKHAM RD) - OBC Notice**

3 messages

**Rod Gay** <rodneyg@reinders.ca>

Wed, Nov 7, 2018 at 1:19 PM

To: Kern Kalideen &lt;kern@trinityravine.com&gt;, "tomlodu@trinityravine.com" &lt;tomlodu@trinityravine.com&gt;

Kern / Tom,

Looks like you both were not copied on this email string. To update you, as noted below, Ryan is putting together a summary package to submit to Ashraf. Hopefully this will be sufficient to initiate his structural review. In a previous email from Ryan, he indicated he has been thru this before and has had acceptance of the summary package.

Stay tuned...

Rod

**RODNEY GAY**, Senior Arch. Tech.

Reinders + Rieder Ltd.

64 Ontario Street North

Milton, Ontario, Canada L9T 2T1

rodneyg@reinders.ca www.reinders.ca

C:(647)300-7738 T:(905)457-1618 ext 1325 F:(905)457-8852

Architects, Consulting Engineers, Project Managers

---

**From:** Ryan Schwindt <rschwindt@rizzeng.com>**Sent:** November-06-18 11:28 AM**To:** Ashraf Michail <Ashraf.Michail@toronto.ca>; Rod Gay <rodneyg@reinders.ca>**Cc:** Steve Law <stevel@reinders.ca>; Glenn Reinders <glennr@reinders.ca>; 'Antonio Manocchio' <tony@amanocchio.com>; Fernando Cruz <Fernando.Cruz@toronto.ca>; Jason Stubbe <jasons@stubbes.org>; Kyle Hoesterey <KyleH@stubbes.org>; Sean Bickell <seanb@stubbes.org>; Dwayne Tapp <Dwayne.Tapp@toronto.ca>**Subject:** RE: 18-218461 BLD (1256 MARKHAM RD) - OBC Notice

Hi Ashraf,

Reinders + Reider have prepared a floor loading table on the structural drawings for all floors including the towers which has been followed for the design of the precast towers.

My design summary package will also show the loading assumed for each floor of the tower which is based on the table provided by Reinders + Reider.

The software I'm using for the design of the towers is RISA Floor/3D.

I will put together a summary package for you and we can go from there to see if you require any further information.

Let me know if you have any concerns with this.

Thanks,

**Ryan Schwindt, P. Eng.**

President,

**RIZZ Engineering Inc.**

4-45 Northfield Dr. W.,

Waterloo, ON N2L 4E6

D: 519.340.0541

P: 519.340.0192 x 207

C: 519.741.7225

E: [rschwindt@rizzeng.com](mailto:rschwindt@rizzeng.com)

W: [rizzengineering.com](http://rizzengineering.com)

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please consider the environment prior to printing this email.

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**From:** Ashraf Michail <[Ashraf.Michail@toronto.ca](mailto:Ashraf.Michail@toronto.ca)>

**Sent:** Tuesday, November 6, 2018 11:20 AM

**To:** Ryan Schwindt <[rschwindt@rizzeng.com](mailto:rschwindt@rizzeng.com)>; 'Rod Gay' <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

**Cc:** 'Steve Law' <[stevel@reinders.ca](mailto:stevel@reinders.ca)>; 'Glenn Reinders' <[glennr@reinders.ca](mailto:glennr@reinders.ca)>; 'Antonio Manocchio' <[tony@amanocchio.com](mailto:tony@amanocchio.com)>; Fernando Cruz <[Fernando.Cruz@toronto.ca](mailto:Fernando.Cruz@toronto.ca)>; Jason Stubbe <[jasons@stubbes.org](mailto:jasons@stubbes.org)>; Kyle Hoesterey <[KyleH@stubbes.org](mailto:KyleH@stubbes.org)>; Sean Bickell <[seanb@stubbes.org](mailto:seanb@stubbes.org)>; Dwayne Tapp <[Dwayne.Tapp@toronto.ca](mailto:Dwayne.Tapp@toronto.ca)>

**Subject:** RE: 18-218461 BLD (1256 MARKHAM RD) - OBC Notice

Hello Ryan,

Please note the submitted structure drawings were incomplete. Submit structure drawings showing the design and loads applied on the proposed precast panels and H.C. slabs complete with connection details. Please provide a summary of

the design approach (clarify which software is used for the model analysis).

Best Regards,

Ashraf Michail, P.Eng

Building Engineer

City of Toronto

Scarborough Civic Center

Toronto Building

416-396-7291

[Ashraf.Michail@toronto.ca](mailto:Ashraf.Michail@toronto.ca)

---

**From:** Ryan Schwindt [<mailto:rschwindt@rizzeng.com>]

**Sent:** November-06-18 9:26 AM

**To:** Ashraf Michail <[Ashraf.Michail@toronto.ca](mailto:Ashraf.Michail@toronto.ca)>; 'Rod Gay' <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

**Cc:** 'Steve Law' <[stevel@reinders.ca](mailto:stevel@reinders.ca)>; 'Glenn Reinders' <[glennr@reinders.ca](mailto:glennr@reinders.ca)>; 'Antonio Manocchio' <[tony@amanocchio.com](mailto:tony@amanocchio.com)>; Fernando Cruz <[Fernando.Cruz@toronto.ca](mailto:Fernando.Cruz@toronto.ca)>; Jason Stubbe <[jasons@stubbes.org](mailto:jasons@stubbes.org)>; Kyle Hoesterey <[KyleH@stubbes.org](mailto:KyleH@stubbes.org)>; Sean Bickell <[seanb@stubbes.org](mailto:seanb@stubbes.org)>

**Subject:** RE: 18-218461 BLD (1256 MARKHAM RD) - OBC Notice

Hi Ashraf,

I am the structural engineer working with the precast manufacturer, Stubbe's, for the project Trinity Ravine Towers, [1256 Markham Road, Toronto](#).

We understand your request for further information on the precast concrete Towers 1 and 2 from level 5 and up.

I would like to submit a precast element and loading package for the towers produced from a structural analysis model indicating the wall, column and beam sizes as well as the hollowcore floor thickness and span directions.

Would this suffice for your review?

We can have a phone conversations to discuss further if you would like.

Thanks,

**Ryan Schwindt, P. Eng.**

President,

**RIZZ Engineering Inc.**

4-45 Northfield Dr. W.,

Waterloo, ON N2L 4E6

D: 519.340.0541

P: 519.340.0192 x 207

C: 519.741.7225

E: [rschwindt@rizzeng.com](mailto:rschwindt@rizzeng.com)

W: [rizzengineering.com](http://rizzengineering.com)

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**Tom Lodu** <tomlodu@trinityravine.com>  
To: Rod Gay <rodneyg@reinders.ca>  
Cc: Kern Kalideen <kern@trinityravine.com>

Wed, Nov 7, 2018 at 1:22 PM

Thanks Rod.

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>  
To: Rod Gay <rodneyg@reinders.ca>  
Cc: Kern Kalideen <kern@trinityravine.com>, Tom Lodu <tomlodu@trinityravine.com>

Wed, Nov 7, 2018 at 1:29 PM

Lets pray it works.

[Quoted text hidden]







KM K &lt;kernkalideen@gmail.com&gt;

---

**TRT Structural Meeting- Tuesday Aug 6**10 messages

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**Steve Law** <stevel@reinders.ca>

Wed, Aug 7, 2019 at 8:10 AM

To: "kernkalideen@gmail.com" &lt;kernkalideen@gmail.com&gt;, "tlođu@globalkingdom.ca" &lt;tlođu@globalkingdom.ca&gt;, "jeffmurva@gmail.com" &lt;jeffmurva@gmail.com&gt;

Cc: Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneýg@reinders.ca&gt;

Kern/Tom/Jeff:

Wanted to let u know how the meeting went yesterday.

Overall it was a good meeting, it was extremely technical and we got into discussions that were good for both sides.

Fernando repeated items which we has mentioned before but in much greater detail- and due to the audience this time around, everyone understood could ask many questions about his position.

Mansour if EXP gave an excellent presentation on the theory behind EXP's approach, which unfortunately the previous engineer did not.

As a result, we wull be introducing an expansion joint to allow the approval process with the City to run a lot smoother. This will eliminate the City's major concern with modelling the two towers and podium.

We ate also confident that EXP's presentation and proposed permit submission contents will allow us to move forward.

I did ask Fernando to comment on EXP's proposed permit for you

P

Thanks 🧑 submission and again there was apprehension, as seems to be the case with him. I will continue to push for this.

Sent from my iPhone

---

**Steve Law** <stevel@reinders.ca>

Wed, Aug 7, 2019 at 8:13 AM

To: "kernkalideen@gmail.com" &lt;kernkalideen@gmail.com&gt;, "tlođu@globalkingdom.ca" &lt;tlođu@globalkingdom.ca&gt;, "jeffmurva@gmail.com" &lt;jeffmurva@gmail.com&gt;

Cc: Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneýg@reinders.ca&gt;

Opps hit send prematurely.

Bottom line if we add the expansion joint we should be good to go with the City.

Of course no guarantees but it is good news.

Steve Law

Sent from my iPhone

[Quoted text hidden]

---

**Tom Lodu** <tlođu@globalkingdom.ca>

Wed, Aug 7, 2019 at 8:42 AM

To: Steve Law &lt;stevel@reinders.ca&gt;

Cc: "Kalideen, Kern" &lt;kernkalideen@gmail.com&gt;, Jeff Murva &lt;jeffmurva@gmail.com&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneýg@reinders.ca&gt;

Thanks Steve! Sounds positive and like we're moving in the right direction. We're there any timelines agreed to or discussed?

Tom Lodu

Operations / Special Events Mgr.

Global Kingdom Ministries

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Wed, Aug 7, 2019 at 8:53 AM

To: Tom Lodu &lt;tlodu@globalkingdom.ca&gt;, stevel@reinders.ca

Cc: Steve Law &lt;stevel@reinders.ca&gt;, Jeff Murva &lt;jeffmurva@gmail.com&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;

Also would the expansion joint have a significant cost impact and how quick can we quantify since we are in the final stages of budget agreement with project monitor and funding.

Sent from my iPhone

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Wed, Aug 7, 2019 at 8:55 AM

To: Mark Steeles &lt;drmrsteele@rogers.com&gt;, paulkeerthi@gmail.com, korrie.silver@gmail.com

Fyi. We had a good couple meetings with the city and it is very positive. The new team is doing a great job.

Sent from my iPhone

Begin forwarded message:

[Quoted text hidden]

---

**Steve Law** <stevel@reinders.ca>

Wed, Aug 7, 2019 at 12:32 PM

To: Tom Lodu &lt;tlodu@globalkingdom.ca&gt;

Cc: "Kalideen, Kern" &lt;kernkalideen@gmail.com&gt;, Jeff Murva &lt;jeffmurva@gmail.com&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;

Tom

No timelines finalized- i have since sent an email to EXP to see if their original schedule needs to be revised based on yesterday's meeting.

Will let u know once I hear from them.

Steve L

Sent from my iPhone

[Quoted text hidden]

---

**Steve Law** <stevel@reinders.ca>

Wed, Aug 7, 2019 at 12:37 PM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Cc: Tom Lodu &lt;tlodu@globalkingdom.ca&gt;, Jeff Murva &lt;jeffmurva@gmail.com&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;

Kern

Unfortunately at this point it is a bit premature to provide that. As we move forward and get a better idea of what the design will be we can then action.

At some point we can give Maple some details that they can get priced out.

Steve L

Sent from my iPhone

[Quoted text hidden]

---

**Korrie Silver** <korrie.silver@gmail.com>

Sun, Aug 11, 2019 at 8:24 PM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;

That's great to hear!

If you're in town this week, is it possible for us to have a brief meeting - perhaps Wednesday late afternoon?

Cheerfully Yours,

Korrie L Silver

Strategic Advisor & Innovator

647-300-7952

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Sun, Aug 11, 2019 at 9:29 PM

To: Korrie Silver <korrie.silver@gmail.com>

Hi Korrie,

I am away from Tuesday for 2 weeks in Trinidad. I am setting up a meeting for the the 28th

Sent from my iPhone

[Quoted text hidden]

---

**Korrie Silver** <korrie.silver@gmail.com>

Sun, Aug 11, 2019 at 10:14 PM

To: Kern Kalideen <kernkalideen@gmail.com>

Have a great trip. We'll talk when you get back.

[Quoted text hidden]





KM K &lt;kernkalideen@gmail.com&gt;

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**TRT - Structural Permit and CIP**12 messages

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**Jeff Murva** <jeffmurva@gmail.com>

Sat, Feb 22, 2020 at 10:50 AM

To: Joe Calabretta &lt;jcalabretta@maple.ca&gt;

Cc: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Tom Lodu &lt;tomlodu@trinityravine.com&gt;, Steve Law &lt;stevel@reinders.ca&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;, Keith Zorn &lt;keithz@maple.ca&gt;

Joe

The City has reconfirmed that they want one Engineer Stamp, complete with the requirement of that stamping engineer having conducted the detailed analysis.

Therefore, for the precast option our current situation will require EXP to assume complete structural design of the entire building. Currently, we are not sure that we want to proceed with this.

We want to fully explore the option to change the structural design to Cast In Place (CIP).

To do this analysis we need several things:

1. MRCL order of magnitude estimate of CIP (formwork, concrete, rebar) for the entire building. Assumptions are acceptable.
2. Schedule impact for CIP structure.
3. General conditions impact for CIP.
4. Re Precast, Stubbe's extra cost for complying with Rd 1.5 (Moderate Ductility) requirements

We understand that your team and Stubbe's have already been working on these estimates for a few weeks now.

In order for us to process the above information and present to the Building Steering Committee on this Thursday, Feb. 27<sup>th</sup>, we will need these estimates by this Tuesday, Feb. 25<sup>th</sup>.

We understand that your deliverables will be based in several assumptions, as many details are absent. Please state your assumptions.

It is our intention to, with the information/data we currently have plus the information requested above, evaluate the total precast option vs cast in place, in terms of time and cost.

Should you have any questions or concerns, please do not hesitate to contact me.

Regards,

Jeff Murva  
416-315-7822

---

**Jeff Murva** <jeffmurva@gmail.com>

Sat, Feb 22, 2020 at 10:54 AM

To: Glenn Reinders &lt;glennr@reinders.ca&gt;, Steve Law &lt;stevel@reinders.ca&gt;

Cc: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Tom Lodu &lt;tomlodu@trinityravine.com&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;

Glenn and Steve

Further to the below, can you provide us with an estimate of your fees to redesign the building with a CIP structure ?

Can you provide this information by this Tuesday, Feb. 25<sup>th</sup>?

Should you have any questions or concerns, please do not hesitate to contact me.



Regards,

Jeff Murva  
416-315-7822

---

**From:** Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
**Sent:** Saturday, February 22, 2020 10:50:58 AM  
**To:** Joe Calabretta <[jcalabretta@maple.ca](mailto:jcalabretta@maple.ca)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>; Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>; Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>; Keith Zorn <[keithz@maple.ca](mailto:keithz@maple.ca)>  
**Subject:** TRT - Structural Permit and CIP

[Quoted text hidden]

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**Glenn Reinders** <[glennr@reinders.ca](mailto:glennr@reinders.ca)> Sat, Feb 22, 2020 at 11:00 AM  
To: Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
Cc: Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

Hi Jeff

We will get you the information back by Tuesday. We will also try to have a look at the impact to the architectural drawings for either the precast or cast in place options since they will be impacted as well either way.

If there is anything else you need for us do not hesitate to contact us so that you will have whatever information you will require for your meeting on Thursday.

Glenn Reinders

On Feb 22, 2020, at 10:54 AM, Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)> wrote:

[Quoted text hidden]

---

**Steve Law** <[stevel@reinders.ca](mailto:stevel@reinders.ca)> Sat, Feb 22, 2020 at 12:18 PM  
To: Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>, Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

Given this current discussion, should I proceed with talking to Ossama at this time, or hold off? (See my email issued yesterday)

Please advise.

Regards,

**Steve Law**, P. Eng., MBA, Vice President - Engineering



64 Ontario Street North  
Milton, Ontario, Canada L9T 2T1  
[stevel@reinders.ca](mailto:stevel@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)

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(905) 457-8852

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**Kern Kalideen** <kernkalideen@gmail.com>

Sat, Feb 22, 2020 at 12:23 PM

To: Steve Law <stevel@reinders.ca>

Cc: Glenn Reinders <glennr@reinders.ca>, Jeff Murva <jeffmurva@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

We kinda know the answer but you can try to talk to him, while proceeding on the other fronts.

Sent from my iPhone

On Feb 22, 2020, at 12:18 PM, Steve Law <stevel@reinders.ca> wrote:

Given this current discussion, should I proceed with talking to Ossama at this time, or hold off? (See my email issued yesterday)

Please advise.

Regards,

**Steve Law**, P. Eng., MBA, Vice President - Engineering

<image001.jpg>

[Quoted text hidden]

---

**Jeff Murva** <jeffmurva@gmail.com>

Sat, Feb 22, 2020 at 12:27 PM

To: Glenn Reinders <glennr@reinders.ca>, Steve Law <stevel@reinders.ca>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

We (Kern and I) chatted about that this morning.

Steve, if you feel that you may be able to change Ossama's position, then "OK". As long as it will not irritate Ossama and cause him to not be cooperative with us moving forward.

Upon further thought, Maybe we should ask Wade's opinion.

I will call Wade on Monday morning and let you know afterwards.

Regards,

Jeff Murva  
416-315-7822

---

**From:** Steve Law <stevel@reinders.ca>

**Sent:** Saturday, February 22, 2020 12:18:31 PM

**To:** Glenn Reinders <glennr@reinders.ca>; Jeff Murva <jeffmurva@gmail.com>

**Cc:** Kern Kalideen <kernkalideen@gmail.com>; Tom Lodu <tomlodu@trinityravine.com>; Rod Gay

<rodneyg@reinders.ca>

**Subject:** RE: TRT - Structural Permit and CIP

[Quoted text hidden]

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**Steve Law** <stevel@reinders.ca>

Sat, Feb 22, 2020 at 12:39 PM

To: Jeff Murva <jeffmurva@gmail.com>, Glenn Reinders <glennr@reinders.ca>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Sure, no problem.

Wade was holding for me to see if anyone had any concerns in me talking to Ossama, so he is currently on hold until Monday.

Also, I can absolutely discuss the situation with Ossama professionally. If anything I can frame it to try and get some "sympathy" given the entire situation and how it transpired.

I will send Wade an email to inform him to HOLD until you speak to him.

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Tue, Feb 25, 2020 at 8:49 AM

To: Steve Law <stevel@reinders.ca>

Cc: Jeff Murva <jeffmurva@gmail.com>, Glenn Reinders <glennr@reinders.ca>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Go ahead and talk to Ossama

[Quoted text hidden]

---

**Steve Law** <stevel@reinders.ca>

Tue, Feb 25, 2020 at 4:11 PM

To: Jeff Murva <jeffmurva@gmail.com>, Glenn Reinders <glennr@reinders.ca>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Jeff/Kern/Tom:

As a follow up to your request below, Glenn and I have looked at our records and the information that we have collected to date with five years of structural experience on this project.

To change from precast concrete towers to a cast in place (CIP) concrete structure it will take 10 weeks to complete the design and drafting of this work to submit for building permit to the City of Toronto. The cost for this work would be an additional \$93,000.00 to our current fees for the structural design and drawing completion. Our construction phase fees for structural site review would remain unchanged.

If TRT decides to go with a precast concrete tower(s), we would provide a \$77,000 credit to our Construction Review fees, since we would not have any further structural involvement on this project. However, please note that we do not believe EXP has provided any construction phase review fees in their proposals and this would be an additional fee from them, if they were engaged as the overall Engineer of Record.

Should you have any questions, please contact Glenn or I.

Thanks.

Regards,  
**Steve Law**, P. Eng., MBA, Vice President - Engineering



64 Ontario Street North  
Milton, Ontario, Canada L9T 2T1  
[stevel@reinders.ca](mailto:stevel@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)

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☎ (905) 457-8852

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---

**From:** Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
**Sent:** February-22-20 10:54 AM  
**To:** Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>; Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>

[Quoted text hidden]

[Quoted text hidden]

---

**Jeff Murva** <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)> Tue, Feb 25, 2020 at 5:19 PM  
**To:** Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>, Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

Thank you Steve and Glenn for the below.

---

**From:** Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>  
**Sent:** Tuesday, February 25, 2020 4:11:52 PM  
**To:** Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>; Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>  
**Subject:** RE: TRT - Structural Permit and CIP

[Quoted text hidden]

---

**Steve Law** <[stevel@reinders.ca](mailto:stevel@reinders.ca)> Tue, Feb 25, 2020 at 6:11 PM  
**To:** Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
**Cc:** Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

Sorry guys, it looks like the CA fees are in the \$370K amount that EXP submitted. They have assumed 50 site visits. Took a closer look.

Steve

Sent from my iPhone

On Feb 25, 2020, at 5:19 PM, Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)> wrote:

Thank you Steve and Glenn for the below.

---

**From:** Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>  
**Sent:** Tuesday, February 25, 2020 4:11:52 PM  
**To:** Jeff Murva <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>; Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>  
**Subject:** RE: TRT - Structural Permit and CIP

Jeff/Kern/Tom:

As a follow up to your request below, Glenn and I have looked at our records and the information that we have collected to date with five years of structural experience on this project.

To change from precast concrete towers to a cast in place (CIP) concrete structure it will take 10 weeks to complete the design and drafting of this work to submit for building permit to the City of Toronto. The cost for this work would be an additional \$93,000.00 to our current fees for the structural design and drawing completion. Our construction phase fees for structural site review would remain unchanged.

If TRT decides to go with a precast concrete tower(s), we would provide a \$77,000 credit to our Construction Review fees, since we would not have any further structural involvement on this project.

However, please note that we do not believe EXP has provided any construction phase review fees in their proposals and this would be an additional fee from them, if they were engaged as the overall Engineer of Record.

Should you have any questions, please contact Glenn or I.

Thanks.

Regards,  
**Steve Law**, P. Eng., MBA, Vice President - Engineering

<image001.jpg>

[Quoted text hidden]



image001.jpg  
4K

To: Jeff Murva <jeffmurva@gmail.com>

Cc: Glenn Reinders <glennr@reinders.ca>, Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Jeff

We would appreciate if you could share the information you receive from Maple on the CIP and precast costs with us. A reminder to ask for all their assumptions for your review.

Thanks

Steve

Sent from my iPhone

On Feb 25, 2020, at 6:11 PM, Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)> wrote:

Sorry guys, it looks like the CA fees are in the \$370K amount that EXP submitted. They have assumed 50 site visits. Took a closer look.

[Quoted text hidden]



This is Exhibit "Q" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



KM K &lt;kernkalideen@gmail.com&gt;

---

**TRT - Structural Design**

13 messages

---

**jeffmurva@gmail.com** <jeffmurva@gmail.com>

Tue, Mar 17, 2020 at 12:37 PM

To: Paolo.Marcello@exp.com

Cc: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Tom Lodu &lt;tomlodu@trinityravine.com&gt;, Joe Calabretta &lt;jcalabretta@maple.ca&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;, Steve Law &lt;stevel@reinders.ca&gt;

Paolo

Further to our discussion yesterday, we ask that you "hold off" in doing anything directly for Global Kingdom Ministries regarding the Trinity Towers Ravine Project.

We will get back you soon regarding the project.

Regards,

**Jeff Murva****416-315-7822**

---

**Paolo Marcello** <Paolo.Marcello@exp.com>

Tue, Mar 17, 2020 at 12:51 PM

To: "jeffmurva@gmail.com" &lt;jeffmurva@gmail.com&gt;

Cc: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Gordon Ho &lt;Gordon.Ho@exp.com&gt;, Tom Lodu &lt;tomlodu@trinityravine.com&gt;, Joe Calabretta &lt;jcalabretta@maple.ca&gt;, Glenn Reinders &lt;glennr@reinders.ca&gt;, Rod Gay &lt;rodneyg@reinders.ca&gt;, Steve Law &lt;stevel@reinders.ca&gt;

Hi Jeff – that is noted,

Thanks,

**Paolo Marcello, M.Eng, P.Eng**

EXP | Manager, Structural Engineering Department - Hamilton

t : +1.905.525.6069 | m : +1.647.994.0446 | e : [Paolo.Marcello@exp.com](mailto:Paolo.Marcello@exp.com)*exp.com | legal disclaimer**keep it green, read from the screen*

[Quoted text hidden]

div&gt;

## EXP's Hamilton area office is moving!

As of March 30, 2020, we'll be in our new office, ready to serve our valued clients

Come visit us in our new space or at [www.exp.com](http://www.exp.com). Let's explore the possibilities!

1266 South Service Road  
Suite C1-1  
Stoney Creek, ON  
L8E 5R9  
905-525-6069

---

**Steve Law** <[stevel@reinders.ca](mailto:stevel@reinders.ca)>

Tue, Mar 17, 2020 at 3:42 PM

To: "jeffmurva@gmail.com" <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>

Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>, Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>

Jeff

Have you considered informing Maple and/or Stubbes?

Regards,

**Steve Law**, P. Eng., MBA, Vice President - Engineering



64 Ontario Street North  
Milton, Ontario, Canada L9T 2T1  
[stevel@reinders.ca](mailto:stevel@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)

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[Quoted text hidden]

---

**jeffmurva@gmail.com** <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>

Tue, Mar 17, 2020 at 4:16 PM

To: Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>

Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>, Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>

Yes, I spoke and emailed Joe on the plan we discussed yesterday, in our meeting after Joe had left.

Regards,

**Jeff Murva**

**416-315-7822**

[Quoted text hidden]

---

**Glenn Reinders** <glennr@reinders.ca>

Tue, Mar 17, 2020 at 4:18 PM

To: "jeffmurva@gmail.com" <jeffmurva@gmail.com>, Steve Law <stevel@reinders.ca>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Everyone disbanded from that meeting last night, so that the TRT team could talk. Were any final decisions made to move forward with cast in place concrete or are you still doing some due diligence work on your end.

Regards,

**Glenn Reinders**, Principal



64 Ontario Street North  
Milton, Ontario, Canada L9T 2T1  
glennr@reinders.ca / [www.reinders.ca](http://www.reinders.ca)

☎ (905) 457-1618 ext 1302

☎ (905) 457-8852

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[Quoted text hidden]

---

**Steve Law** <stevel@reinders.ca>

Tue, Mar 17, 2020 at 4:18 PM

To: "jeffmurva@gmail.com" <jeffmurva@gmail.com>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>, Glenn Reinders <glennr@reinders.ca>

Ok, as per Glenn's comment in the meeting, did Joe want a copy of the spreadsheet.

We have no issue sharing with anyone.

Regards,

**Steve Law**, P. Eng., MBA, Vice President - Engineering



64 Ontario Street North  
Milton, Ontario, Canada L9T 2T1  
[stevel@reinders.ca](mailto:stevel@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)

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---

**From:** [jeffmurva@gmail.com](mailto:jeffmurva@gmail.com) <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
**Sent:** March-17-20 4:16 PM  
**To:** Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>

[Quoted text hidden]

[Quoted text hidden]

---

**jeffmurva@gmail.com** <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)> Tue, Mar 17, 2020 at 4:30 PM  
To: Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>  
Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>, Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>

Hi Glenn

Yes.

I was just about to write an email to you and Steve on that very point.

We have been direct by Kern and Tom to proceed with the cast in place (CiP) design for the entire structure.

It is our understanding of the following:

- The analytical work on the “robust” foundation will be completed by the end of this week.
- After this week, Steve, and his team, will need 7 – 8 more weeks to complete the CiP structural design, ready for building permit submission.
- As per Steve’s previous email, the fee for this design work is approx.. \$ 93,000.
- Rod will work together with Steve to determine if the architectural design requires adjustments as a result of a CiP structure.

Also, Rod was going to look into what impact, if any, would there be to the design if the defined use changes, to a "B2", if I can recall correctly.

We have instructed MRCL accordingly, in terms of how to deal with Stubbe's and EXP. I forwarded that email to you, Steve, and Rod.

I trust that the above is satisfactory.

Please do not hesitate to contact us should you have any concerns.

Regards,

**Jeff Murva**

**416-315-7822**

[Quoted text hidden]

---

**Glenn Reinders** <glennr@reinders.ca>

Tue, Mar 17, 2020 at 4:44 PM

To: "jeffmurva@gmail.com" <jeffmurva@gmail.com>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>, Steve Law <stevel@reinders.ca>

Clearly understood with a smile on our face we are getting going.

Thanks,  
*Glenn Reinders*, Principal

[Quoted text hidden]

[Quoted text hidden]

---

**Steve Law** <stevel@reinders.ca>

Tue, Mar 17, 2020 at 4:51 PM

To: Glenn Reinders <glennr@reinders.ca>, "jeffmurva@gmail.com" <jeffmurva@gmail.com>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Jeff

Thanks.

See comment below **in red**, from a structural perspective.

[Quoted text hidden]

Also, Rod was going to look into what impact, if any, would there be to the design if the defined use changes, to a "B2", if I can recall correctly. **Structurally, it increases the load a bit from 1.9kPa (40psf) to 2.4kPa (50psf). For this small increase, we are going to apply this load, unless told otherwise, which will provide the flexibility in the future to go either way.**



[Quoted text hidden]

---

**jeffmurva@gmail.com** <jeffmurva@gmail.com>

Tue, Mar 17, 2020 at 6:03 PM

To: Steve Law <stevel@reinders.ca>, Glenn Reinders <glennr@reinders.ca>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>, Rod Gay <rodneyg@reinders.ca>

Thank you

That is a good idea.

Please give GKM/TRT the flexibility for future additional services.

[Quoted text hidden]

---

**jeffmurva@gmail.com** <jeffmurva@gmail.com>

Thu, Mar 19, 2020 at 6:41 PM

To: Paolo Marcello <Paolo.Marcello@exp.com>, Gordon Ho <Gordon.Ho@exp.com>

Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>

Paolo

Since we last spoke, the Owner has decided to take a different direction on this project.

The Owner has decided to no longer pursue a total precast structure for the towers.

Maple Reinders has notified Jason Stubbe accordingly.

Thank you, and your team, for all you work and efforts on this project.

While we were looking forward to working with EXP and Stubbe's and on constructing total precast towers, it no longer seems appropriate for this project.

As a result, we will continue with Reinders + Law as the project structural engineer and Engineer of Record.

Once again, thank you.

Regards,

**Jeff Murva**

**416-315-7822**

---

**From:** Paolo Marcello <[Paolo.Marcello@exp.com](mailto:Paolo.Marcello@exp.com)>  
**Sent:** March 18, 2020 2:14 PM  
**To:** [jeffmurva@gmail.com](mailto:jeffmurva@gmail.com); Gordon Ho <[Gordon.Ho@exp.com](mailto:Gordon.Ho@exp.com)>  
**Subject:** Re: TRT - Structural Design

Hi Jeff,

Based on the email below, Did you still want us to send the proposal to you and to whom shall we address it to.

Also do you have an anticipated schedule or sequence in mind moving forward - so we can internally prepare.

Thanks,

Paolo Marcello

EXP | Manager, Structural Engineering Department - Hamilton

t : +1.905.525.6069 ext 252 | m : +1.647.994.0446 | e : [paolo.marcello@exp.com](mailto:paolo.marcello@exp.com)

[exp.com](http://exp.com) | [legal disclaimer](#)

keep it green, read from the screen

---

**From:** Paolo Marcello  
**Sent:** Tuesday, March 17, 2020 12:51:49 PM  
**To:** [jeffmurva@gmail.com](mailto:jeffmurva@gmail.com) <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>  
**Cc:** 'Kern Kalideen' <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Gordon Ho <[Gordon.Ho@exp.com](mailto:Gordon.Ho@exp.com)>; 'Tom Lodu' <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Joe Calabretta <[jcalabretta@maple.ca](mailto:jcalabretta@maple.ca)>; 'Glenn Reinders' <[glennr@reinders.ca](mailto:glennr@reinders.ca)>; 'Rod Gay' <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>; Steve Law <[stevel@reinders.ca](mailto:stevel@reinders.ca)>  
**Subject:** RE: TRT - Structural Design

Hi Jeff – that is noted,

[Quoted text hidden]

[Quoted text hidden]

---

**Paolo Marcello** <[Paolo.Marcello@exp.com](mailto:Paolo.Marcello@exp.com)>  
To: "jeffmurva@gmail.com" <[jeffmurva@gmail.com](mailto:jeffmurva@gmail.com)>, Gordon Ho <[Gordon.Ho@exp.com](mailto:Gordon.Ho@exp.com)>  
Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>

Fri, Mar 20, 2020 at 12:26 PM

Hi Jeff,

We are a little disappointed as we did a lot of upfront coordination, had gone over and above our scope of work to guide R+L along the way the last 6 months; with an understanding we would be apart of the project.

Would you be able to provide us a reason as to what has changed in the last week? And why it would not be appropriate – are there concerns with COVID-19 and the impact with receiving a permit?

[Quoted text hidden]

[Quoted text hidden]

---

**jeffmurva@gmail.com** <jeffmurva@gmail.com>  
To: Paolo Marcello <Paolo.Marcello@exp.com>, Gordon Ho <Gordon.Ho@exp.com>  
Cc: Kern Kalideen <kernkalideen@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>

Mon, Mar 23, 2020 at 4:07 PM

Hi Paolo

Yes, this is disappointing for us as well.

We have spent a lot of money and time on this option.

To be specific, we have decided to pursue cast in place because of the increased costs driven by the City of Toronto's recent requirements combined with the continued uncertainty regarding if/when the City would issue a building permit for our project with total precast towers.

The estimated cost difference between CiP and Total precast is approx.. \$ 600,000. However, the City may come up with more requirements and thus narrow the gap further.

[Quoted text hidden]

This is Exhibit "R" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



KM K &lt;kernkalideen@gmail.com&gt;

---

**Re: Mezzanine Loan**

4 messages

---

**Martin Glynn** <mglynn@glynngroup.ca>

Fri, Oct 11, 2019 at 2:46 PM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Ryan Buzzell &lt;rbuzzell@centurion.ca&gt;

Kern / Ryan,

I believe I have made this introduction before.

Ryan – Kern is discussing his financing in Scarborough with CIBC. He is looking to add a Mezzanine piece to the Capital Stack.

Kern - please reach out to Ryan and arrange to meet with him to discuss the options (Contact details are attached below)

Regards,

Martin Glynn, MRICS

President



1300 Cornwall Road

Unit 104

Oakville, Ontario

L6J 7W5

T: 905.815.0102 Ext 21

F: 905.815.0105

E: [mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)

This email and any files transmitted within it may be privileged and/or confidential. If you are not the intended recipient, do not disseminate, disclose or copy this email. Instead, please notify the sender of the error in transmission and delete this email from your system.

Thank you in advance for your assistance and support in this regard.

Visit us online at [www.glynngroup.ca](http://www.glynngroup.ca)

Ryan Buzzell

Director, Mortgage Investments and Joint Ventures

Licence no: M14000856

T (416) 733-5629

M (416) 624-0651

---

**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Fri, Oct 11, 2019 at 2:46 PM

To: Martin Glynn <[mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)>, [rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)

Thanks Martin,

Ryan, can we set up a meeting next week. Let me know what time is convenient to you and I will be available.

Thanks

Kern Kalideen

CEO - Global Kingdom Ministries / Trinity Ravine Towers

(416)627-5753

Sent from my iPhone

On Oct 11, 2019, at 2:46 PM, Martin Glynn <[mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)> wrote:

Kern / Ryan,

I believe I have made this introduction before.

Ryan – Kern is discussing his financing in Scarborough with CIBC. He is looking to add a Mezzanine piece to the Capital Stack.

Kern - please reach out to Ryan and arrange to meet with him to discuss the options (Contact details are attached below)

Regards,

Martin Glynn, MRICS

President



<image001.png> 1300 Cornwall Road  
Unit 104  
Oakville, Ontario  
L6J 7W5

[Quoted text hidden]

---

**Ryan Buzzell** <rbuzzell@centurion.ca>

Fri, Oct 11, 2019 at 2:49 PM

To: Martin Glynn <mglynn@glynngroup.ca>, Kern Kalideen <kernkalideen@gmail.com>, Ryan Buzzell <rbuzzell@centurion.ca>

Thanks Martin.

Kern, are you free next Wednesday morning?

We could meet at our office.

Ryan Buzzell

Director, Mortgage Investments and Joint Ventures

Licence no: M14000856

T (416) 733-5629

M (416) 624-0651

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Fri, Oct 11, 2019 at 2:57 PM

To: Ryan Buzzell <rbuzzell@centurion.ca>

Cc: Martin Glynn <mglynn@glynngroup.ca>

Bcc: marcus@devonshirefinancial.com, greg@devonshirefinancial.com

Yes I am free and let me know the time and place . I will send you some info before the meeting.

Sent from my iPhone

On Oct 11, 2019, at 2:49 PM, Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)> wrote:

Thanks Martin.

Kern, are you free next Wednesday morning?

We could meet at our office.

Ryan Buzzell

Director, Mortgage Investments and Joint Ventures

Licence no: M14000856

T (416) 733-5629

M (416) 624-0651

----- Original message -----

From: Martin Glynn <[mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)>

Date: 2019-10-11 2:36 p.m. (GMT-05:00)

To: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>

Subject: Re: Mezzanine Loan

Kern / Ryan,

I believe I have made this introduction before.

Ryan – Kern is discussing his financing in Scarborough with CIBC. He is looking to add a Mezzanine piece to the Capital Stack.

Kern - please reach out to Ryan and arrange to meet with him to discuss the options (Contact details are attached below)

Regards,

Martin Glynn, MRICS

President

<image001.png> 1300 Cornwall Road  
Unit 104  
Oakville, Ontario  
L6J 7W5

[Quoted text hidden]





KM K &lt;kernkalideen@gmail.com&gt;

---

**Global Kingdom Ministries**

1 message

**Kern Kalideen** <kernkalideen@gmail.com>

Wed, Nov 13, 2019 at 7:53 PM

To: Martin Glynn &lt;mglynn@glynnngroup.ca&gt;, rbuzzell@centurion.ca

I chatted with Maple Reinders today on shifting some of Phase 1 costs to Phase 2 and they think they can move some significant costs to Phase 2. They are working on it.

Thanks Kern





KM K &lt;kernkalideen@gmail.com&gt;

---

**Re: Trinity**

2 messages

---

**Martin Glynn** <mglynn@glynngroup.ca>  
To: Kern Kalideen <kernkalideen@gmail.com>

Thu, Nov 28, 2019 at 10:45 AM

We have adjusted the equity as requested.

Regards,

Martin Glynn, MRICS

President



1300 Cornwall Road

Unit 104

Oakville, Ontario

L6J 7W5

T: 905.815.0102 Ext 21

F: 905.815.0105

E: [mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)

This email and any files transmitted within it may be privileged and/or confidential. If you are not the intended recipient, do not disseminate, disclose or copy this email. Instead, please notify the sender of the error in transmission and delete this email from your system.

Thank you in advance for your assistance and support in this regard.

Visit us online at [www.glynngroup.ca](http://www.glynngroup.ca)



---

**Trinity Ravine Towers - CCS 1 (November 29, 2019) - Reversed Phasing.xlsx**  
1427K



1/20/24, 7:40 AM

Gmail - Re: Trinity

Thu, Nov 28, 2019 at 10:56 AM

**Kern Kalideen** <kernkalideen@gmail.com>  
To: rbuzzell@centurion.ca

Ryan,  
Martin has adjusted the spreadsheets. Can you review and lets have a conversation as soon as possible. I am available anytime you are ready. As I mentioned, this is an entrance to an entire new market which is significantly underutilized. You would have access. Lets try and get this done.

Thanks Kern  
[Quoted text hidden]



**Trinity Ravine Towers - CCS 1 (November 29, 2019) - Reversed Phasing.xlsx**  
1427K





KM K &lt;kernkalideen@gmail.com&gt;

---

**Global Kingdom Ministries**

9 messages

**Kern Kalideen** <kernkalideen@gmail.com>

Mon, Jan 6, 2020 at 9:22 PM

To: rbuzzell@centurion.ca

Cc: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;

Ryan,

Marcus and Greg from Devonshire Financial have been working on our deal and have received interest from a few other lenders (Meridian, Versa and Duca) and they have shown interest in working with you. Would you be able to speak to Marcus and Greg and structure a deal.

Marcus,

Can you reach out Ryan. His contact information is below.

Ryan Buzzell

Director, Mortgage Investments and Joint Ventures

Licence no: M14000856

T (416) 733-5629

M (416) 624-0651

Thanks Kern

---

**Marcus Pepe** <marcus@devonshirefinancial.com>

Tue, Jan 7, 2020 at 10:17 AM

To: "rbuzzell@centurion.ca" &lt;rbuzzell@centurion.ca&gt;

Cc: Greg Playford &lt;greg@devonshirefinancial.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Hi Ryan,

I hope all is well. As Kern mentioned we have had advanced conversations with Meridian, VersaBank, and DUCA Credit Union on this file. Each of which has expressed interest in participating/ syndicating at various levels. Both Meridian and VersaBank said they would contribute approx. 20-30 million each.

When you have time, we should schedule a call to discuss next steps.

Thank you.

Marcus Pepe

(519) 872-5027

---

**From:** Kern Kalideen <kernkalideen@gmail.com>**Sent:** Monday, January 6, 2020 9:22 PM**To:** rbuzzell@centurion.ca <rbuzzell@centurion.ca>**Cc:** Marcus Pepe <marcus@devonshirefinancial.com>; Greg Playford <greg@devonshirefinancial.com>**Subject:** Global Kingdom Ministries

[Quoted text hidden]

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**Ryan Buzzell** <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>

Wed, Jan 8, 2020 at 10:18 AM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Marcus, I would be happy to review the structure you are proposing. Do you have something you would be able to send me?

Ryan Buzzell

Director, Mortgage Investments and Joint Ventures

Licence no: M14000856

T (416) 733-5629

M (416) 624-0651

[Quoted text hidden]

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**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Wed, Jan 8, 2020 at 11:33 AM

To: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Hi Kern,

I've spoken with Ryan. He has reiterated some of the challenges we have also faced to date in that the scale of the project is very large for your group from a sponsorship perspective.

A couple of the scenarios we discussed could possibly address this concern:

1. An increase in sales price per s.f. to show a greater return, and larger cash on hand to cover cost overruns
2. An equity partnership with a an established builder

One possible way to show liquid capital on hand is to refinance the 5 acre property, which I believe you valued at \$35,00,000? Is this possible?

Thanks.

Marcus Pepe  
(519) 872-5027

---

**From:** Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>

**Sent:** Wednesday, January 8, 2020 10:18 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Global Kingdom Ministries

[Quoted text hidden]

---

**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Wed, Jan 8, 2020 at 12:15 PM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Greg Playford <greg@devonshirefinancial.com>

Please see attached.

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 **18-530 1250 Markham Road, Toronto FINAL December 2018.pdf**  
1523K

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**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Kern Kalideen <kernkalideen@gmail.com>  
Cc: Greg Playford <greg@devonshirefinancial.com>

Wed, Jan 8, 2020 at 12:20 PM

Received Kern, thank you.

Do you have an up to date mortgage statement?

---

**From:** Kern Kalideen <kernkalideen@gmail.com>  
**Sent:** Wednesday, January 8, 2020 12:15 PM  
**To:** Marcus Pepe <marcus@devonshirefinancial.com>  
**Cc:** Greg Playford <greg@devonshirefinancial.com>  
**Subject:** Re: Global Kingdom Ministries

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**Kern Kalideen** <kernkalideen@gmail.com>  
To: Marcus Pepe <marcus@devonshirefinancial.com>, Anne Lee <annelee@globalkingdom.ca>  
Cc: Greg Playford <greg@devonshirefinancial.com>

Wed, Jan 8, 2020 at 12:25 PM

Anne,  
Can you forward a copy of our swap loan balance to Marcus.

Thanks  
[Quoted text hidden]

---

**Anne Lee - GKM** <anne@globalkingdom.ca>  
To: Kern Kalideen <kernkalideen@gmail.com>  
Cc: Marcus Pepe <marcus@devonshirefinancial.com>, Anne Lee <annelee@globalkingdom.ca>, Greg Playford <greg@devonshirefinancial.com>

Wed, Jan 8, 2020 at 12:32 PM

Hi Marcus,

Please see attached bank confirmation for our loan with RBC as at Sep 30, 2019.

Thanks,

**Anne Lee** | Treasurer / CFO | Global Kingdom Ministries / Trinity Ravine Towers | [1250 Markham Road, Toronto, Ontario M1H 2Y9](#) | T: 416-438-1601 Ext. 239 | F: 416-438-0047 | E: [annelee@globalkingdom.ca](mailto:annelee@globalkingdom.ca)

[Quoted text hidden]

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 **RBC Audit.pdf**  
582K

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**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Anne Lee - GKM <anne@globalkingdom.ca>, Kern Kalideen <kernkalideen@gmail.com>  
Cc: Anne Lee <annelee@globalkingdom.ca>, Greg Playford <greg@devonshirefinancial.com>

Wed, Jan 8, 2020 at 12:41 PM

Received thank you Anne.

---

**From:** Anne Lee - GKM <[anne@globalkingdom.ca](mailto:anne@globalkingdom.ca)>

**Sent:** Wednesday, January 8, 2020 12:32 PM

**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Cc:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Anne Lee <[annelee@globalkingdom.ca](mailto:annelee@globalkingdom.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

[Quoted text hidden]

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KM K &lt;kernkalideen@gmail.com&gt;

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**Fw: Trinity Ravine - Glynn Update**

3 messages

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**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Kern Kalideen <kernkalideen@gmail.com>  
Cc: Greg Playford <greg@devonshirefinancial.com>

Wed, Jan 29, 2020 at 12:16 PM

Please see Ryan's update below.

---

**From:** Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>  
**Sent:** Wednesday, January 29, 2020 12:14 PM  
**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>  
**Subject:** RE: Trinity Ravine - Glynn Update

Thanks Marcus, I am out of the office this week but should be able to get my thoughts to you early next week.

Ryan Buzzell  
Director, Mortgage Investments and Joint Ventures  
Licence no: M14000856  
T (416) 733-5629  
M (416) 624-0651

----- Original message -----

From: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
Date: 2020-01-29 9:12 a.m. (GMT-08:00)  
To: Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>  
Subject: [EXTERNAL] Trinity Ravine - Glynn Update

Hi Ryan,

Martin has updated the Glynn report to include price increases to \$800 s.f. for the unsold units, and \$600 s.f. for the sold units to date. This, in conjunction with a mortgage request reduction around \$10 million, should provide further comfort.

When you get a chance to review. Please give me a call to discuss.

Look forward to hearing from you.

Marcus Pepe  
(519) 872-5027

---

**Kern Kalideen** <kernkalideen@gmail.com>  
To: Marcus Pepe <marcus@devonshirefinancial.com>

Wed, Jan 29, 2020 at 12:24 PM

Thanks

Sent from my iPhone

On Jan 29, 2020, at 12:16 PM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

[Quoted text hidden]

---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Tue, Feb 25, 2020 at 11:08 AM

To: Ryan Buzzell <[rbuzzell@centurion.ca](mailto:rbuzzell@centurion.ca)>

Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Hi Ryan,

We were hoping to get some feedback from you at this point. Can you update us?

Thanks.

Marcus Pepe

[Quoted text hidden]

This is Exhibit "S" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

GLOBAL KINGDOM MINISTRIES  
1 2 5 0 M A R K H A M R O A D  
T O R O N T O , O N T A R I O



NARRATIVE APPRAISAL  
(AS OF NOVEMBER 20, 2018)

wagner  
andrews  
kovacs  
real estate valuation

November 26, 2018  
File No. 18-530

Global Kingdom Ministries Inc.  
1250 Markham Road  
Toronto, Ontario  
M1H 2Y9

Attention: Mr. Kern Kalideen

Dear Sir:

RE: VALUATION OF GLOBAL KINGDOM MINISTRIES, 1250 MARKHAM ROAD, TORONTO, ONTARIO

As requested, we have carried out an investigation and valuation analysis with regard to the above property and submit herein our findings. The purpose of this appraisal is to estimate the current market value of the southern portion of the above noted property assuming construction of the proposed building expansion and 5-level parking garage. It is our understanding that the intended use of the appraisal is to assist in arranging mortgage financing on the property.

The subject property comprises a 6.652 acre parcel of land located the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road. The subject site is currently improved with a newer, 79,625 square foot, 2-storey place of worship building with 458 surface parking spaces.

The northern portion of the subject site is proposed to be developed with 29 and 31-storey residential retirement "life lease" towers connected by a 4-storey podium with 5,942 square feet of ground floor commercial space. The proposed project has a total above ground gross floor area of 433,054 square feet and will contain a total of 565 units with 2 levels of underground parking (234 spaces).

The subject property is proposed to be severed into 2 parcels in order to accommodate the planned residential development. The southern portion of the site will contain 4.56 acres and the current place of worship as well as a proposed 5-storey parking garage to replace spaces lost to the residential proposal. The northern portion of the site, 2.092 acres, is currently a paved parking lot but will be redeveloped with the proposed residential development.

The mandate of this report is to value the southern portion of the subject property, being a 4.56 acre parcel of land, developed with an expanded 2-storey place of worship building with a total area of 104,460 square feet plus the proposed 5-level parking garage.

After careful consideration of all the available information, it is our opinion that the current market value of the subject property, **assuming construction of the proposed addition and parking garage**, as of November 20, 2018, is:

**TWENTY-EIGHT MILLION, SEVEN HUNDRED AND THIRTY THOUSAND DOLLARS**  
**(\$28,730,000)**

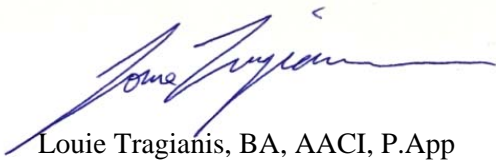


The enclosed appraisal report has been prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (The Standards), as adopted by the Appraisal Institute of Canada. The valuation is subject to the Terms of Reference and the Assumptions and Limiting Conditions as outlined within.

We have prepared this report for the use by Global Kingdom Ministries Inc. for information and guidance, and all other use is strictly unauthorized. It is not to be reproduced, in whole or in part, without our prior written agreement. We hereby certify that we have no present or contemplated interest in the within described property of any kind whatsoever.

If you require any further information on this matter, please do not hesitate to contact the undersigned.

Yours truly,  
WAGNER, ANDREWS & KOVACS LTD.



Louie Tragianis, BA, AACI, P.App

SUBJECT PHOTOGRAPHS – AS OF NOVEMBER 20, 2018

EXTERIOR PHOTOGRAPHS



## SUBJECT PHOTOGRAPHS – AS OF NOVEMBER 20, 2018

## INTERIOR PHOTOGRAPHS



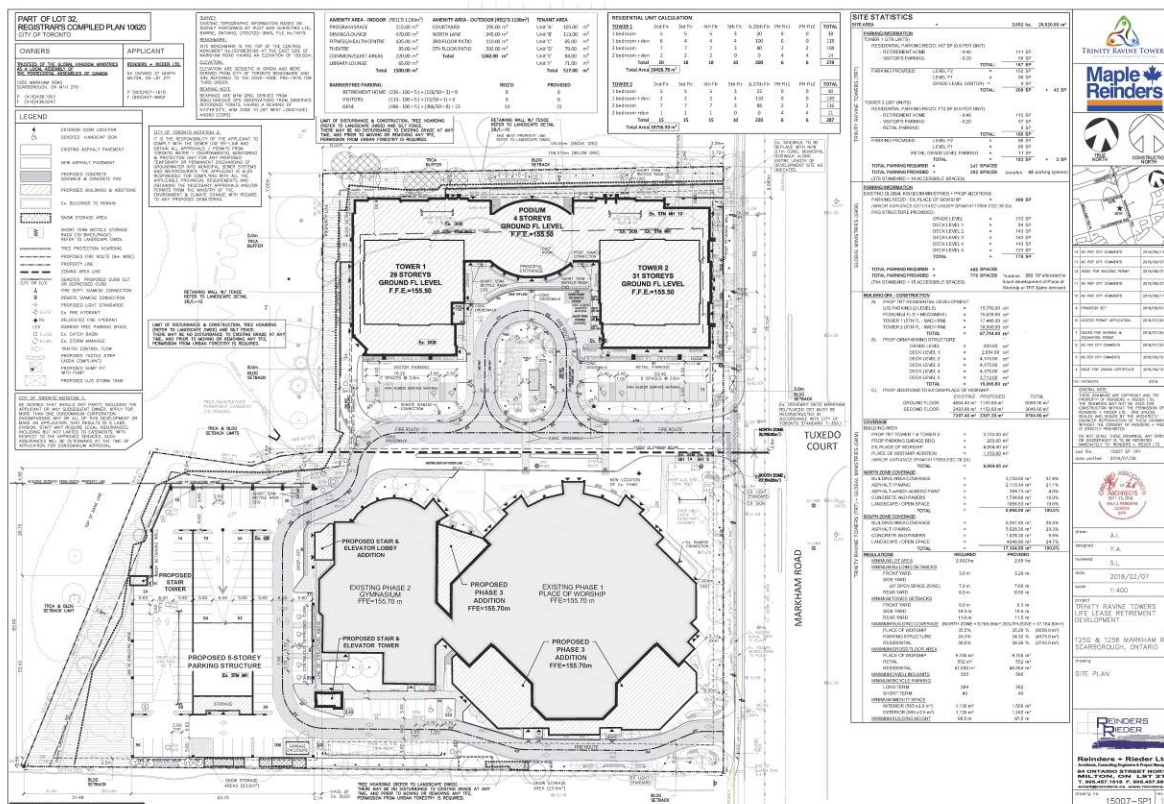


## SUBJECT PHOTOGRAPHS – AS OF NOVEMBER 20, 2018

## INTERIOR PHOTOGRAPHS



## SITE PLAN WITH PROPOSED PARKING GARAGE AND BUILDING ADDITION



## SUMMARY OF SALIENT FACTS &amp; CONCLUSIONS

## PROPERTY IDENTIFICATION

Owner	:	Global Kingdom Ministries Inc.
Address	:	1250 Markham Road Toronto, Ontario
Legal Description	:	PIN: 06179-0128 Part of Lot 32, RCP 10620, Designated as Parts 1 to 3 on Plan 66R-22461, City of Toronto, Province of Ontario

## PROPERTY DESCRIPTION

Total Site Area	:	6.652 acres
Subject Site Area	:	4.56 acres
Assessment (2018)	:	\$17,472,000
Realty Taxes (2018)	:	Tax exempt due to religious use
Zoning	:	M – Industrial
Official Plan	:	Mixed Use Area
Improvements	:	A part 1 and part 2-storey place of worship building constructed in 2008 and expanded in 2011
Current Building Area	:	Ground Floor: 52,791 square feet Second Floor: <u>26,834</u> square feet Total: 79,625 square feet
Proposed Building Addition	:	Ground Floor: 12,417.5 square feet Second Floor: <u>12,417.5</u> square feet Total: 24,835.0 square feet
Total Building Area	:	Ground Floor: 65,208 square feet Second Floor: <u>39,252</u> square feet Total: 104,460 square feet
Highest & Best Use	:	Continuation of the existing place of worship use

## VALUATION

Valuation Date	:	November 20, 2018
Final Value Estimate	:	\$28,730,000
Indicated Value PSF	:	\$275.03

## TABLE OF CONTENTS

LETTER OF TRANSMITTAL  
 SUBJECT PHOTOGRAPHS  
 SUMMARY OF SALIENT FACTS AND CONCLUSIONS

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\* \* \* \* \*

## ADDENDA



## TERMS OF REFERENCE

### PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value of the southern portion of the above noted property assuming construction of the proposed building expansion and 5-level parking garage. It is our understanding that the intended use of the appraisal is to assist in arranging mortgage financing on the property.

### ASSUMPTIONS AND LIMITING CONDITIONS

The valuation of the property is subject to certain extraordinary assumptions and limiting conditions, including the following:

- The current improvements have a total leasable floor area of 79,625 square feet, as per the plans provided. The building is proposed to be expanded by 24,835 square feet for a total building area of 104,460 square feet. The proposed parking garage is assumed to contain a total of 646 spaces on five levels, as per the information provided by the property owner. This valuation assumes that all municipal approvals are in place to permit the expansion and proposed parking garage. The valuation assumes that the proposed development is legal and complies with the property standards as set out by the City of Toronto and any other governmental agency having jurisdiction over the subject.
- It is assumed that the subject site has been severed and that the subject site is 4.56 acres, as per the sketch and information provided by the property owner.
- This valuation assumes that the property is free and clear of any debt or related financial liabilities or encumbrances that might exist against the property at the time of valuation.
- This valuation also assumes the income and expense information presented in this report and as provided by the prospective purchaser is a reasonable and accurate representation of the current status of the property.
- We have not undertaken a title search of the subject property at the Land Registry Office but have used GeoWarehouse and assumed that the title to the subject property is good and marketable without any unusual encumbrances.

The reader's attention is drawn to further assumptions and limiting conditions as outlined in the Addenda of this report.

### DEFINITION OF MARKET VALUE

Market value may be defined as *the most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus*. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure on the open market;
- Payment is made in terms of cash in Canadian Dollars or in terms of financial arrangements comparable thereto, and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### EFFECTIVE APPRAISAL DATE

The effective date of this appraisal is November 20, 2018; being the date of inspection of the subject property.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised are those of the fee simple interest in the real estate comprising the property. Fee simple is defined as a fee without limitation to any particular class of heirs or restrictions, but subject to the limitations of government regulations.

**EXPOSURE TIME**

Exposure time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. In the case of the subject property, we estimate a time period of between 3 and 6 months would have been appropriate in order to achieve market value.

**HISTORY**

The subject property was originally acquired by a related company to the property owner on November 25, 2005 for a total consideration of \$4,700,000. On January 1, 2010, the subject property was transferred to Global Kingdom Ministries Inc. We are not aware of any listings for sale or offers on the property since the original acquisition.

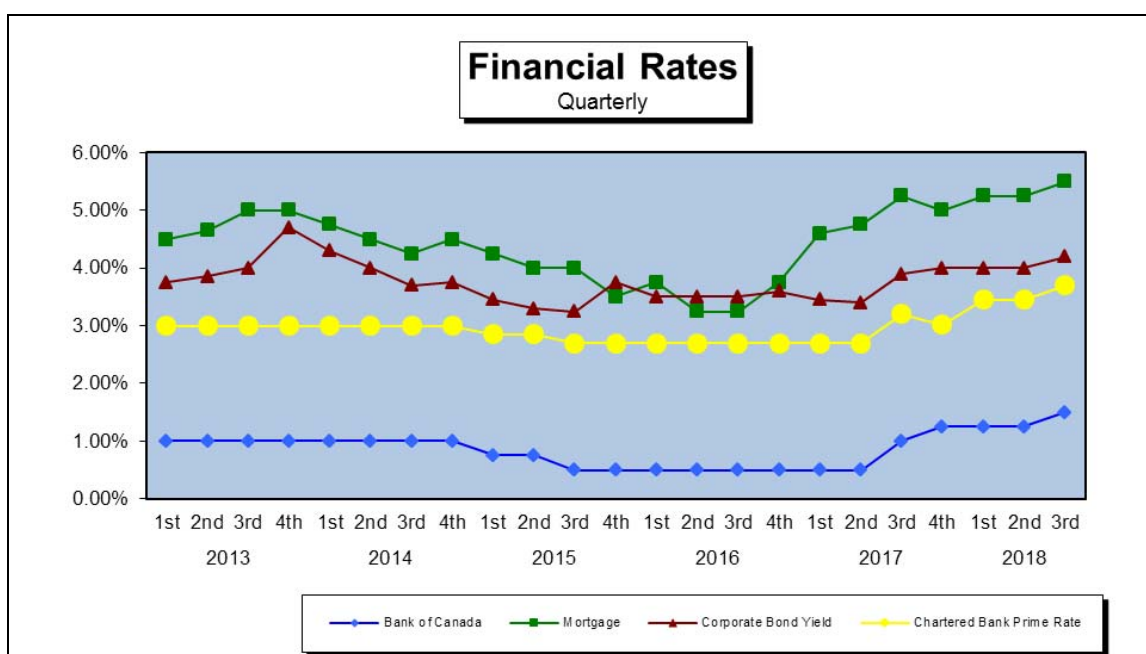
**SCOPE OF THE INVESTIGATION**

In forming our opinion as to the market value of the subject, as of the stated valuation date, we have relied upon information which is detailed in this report, and carried out the following specific functions:

- reviewed land registry information pertaining to the subject;
- inspected the subject property on November 20, 2018;
- reviewed land use regulations applicable to the subject;
- considered information with respect to sales, listings and leases, at or about the valuation date, of properties considered similar to the subject, where we have significant knowledge of such sales, listings and leases to assess them as being relevant to our opinion, as set out herein. While we believe our review to be reasonably complete, we cannot warrant that we have:
  - i) uncovered and assessed every real property transaction at or about the valuation date that might be said to bear on the determination of the market value of the subject, or
  - ii) fully discerned the motives behind the sales, listings and lease information considered in our analysis, such that our weighting of said information is without subjectivity;
- considered current development trends, in the general context and as they specifically relate to the subject;
- conducted a review of published market data and other public information as it relates to the subject;
- reviewed site plans for the subject property; and,
- reviewed development information for the subject property outlining the detail of the expansion and proposed parking garage development, including site and building plans.

## MARKET OVERVIEW

INTEREST RATES	:	Chartered Prime Rate	November 2018	3.95%
	:	Canada 10 Year Term Bonds	November 2018	2.41%
	:	Chartered Bank Prime Rate was last reduced to 2.70% on July 15, 2015, where it remained for 2 years. On July 12, 2017 the rate increased to 2.95%, with four subsequent increases including the most current on October 24, 2018 when it increased to 3.95%. The Bank of Canada has indicated further rate hikes are on the horizon.		
	:	Mortgage rates for single family residential properties are in the 3.0% and above range. Commercial mortgage rates vary depending on security. Rates are typically 175 to 250 basis points above Bank of Canada Bonds, with loan to value ratios between 50% and 75%.		
INFLATION	:	2.2% year-over-year (September 2018)		
CANADIAN DOLLAR	:	The value of the dollar has fluctuated over the past few years due to uncertain economic conditions and fluctuating oil and resource prices. It is presently \$0.76 US, up from a 5-year low of \$0.68 US in January 2016 but down from the February 2018 high of \$0.82 US.		
STOCK MARKET	:	The S&P/TSX Composite Index has fluctuated over the past 52 weeks between 14,786 and 16,586, with a current level of about 15,000.		



<b>LAND</b>	High demand currently exists in the market due to a lack of supply, but financing is often difficult. The supply of vacant development land continues to shrink in the GTA. Redevelopment of older under-utilized sites is the common method of acquiring development sites. Implementation of Provincial land use policies including the Oak Ridges Moraine Conservation Plan (2001) and the more recent Provincial Greenbelt Plan (2005) have reduced the availability of development land in the Greater Toronto Area and put upward pressure on values. There have also been increasing development pressures in other communities in Southern Ontario.
<b>INDUSTRIAL</b>	The GTA industrial market has a total inventory of 800.1 million square feet according to the Q2 2018 industrial report published by Colliers International. An estimated 738,000 square feet of new construction was completed in Q2 2018, with 4.68 million square feet under construction. As of current date there is tight vacancy, rising rental rates and rising sale prices. There is a scarcity of serviced industrial land. As of Q2 2018 the average weighted sale price for industrial buildings in the GTA was \$164 psf, a decline from \$191 psf in Q1 2018. Average asking rental rates as of Q2 2018 were reported at \$6.66 psf as compared to \$6.41 psf as of Q1 2018. On an overall basis, in Q2 2018 the entire GTA had a reported vacancy rate of 1.7%, identical to the Q1 2018 rate.
<b>RETAIL</b>	The retail market in the Toronto CMA is estimated to contain over 223 million square feet, including over 100 million square feet in traditional shopping centres and approximately 50 million square feet in new format retail centres. The retail market in the Toronto CMA is beginning to shift. Over most of the past 10-15 years new development mostly involved new format or “open air” retail centres, the majority of which are located at or near major highway interchanges; plus supermarket anchored neighbourhood retail centres in developing residential communities. According to CBRE, despite record retail sales volume in 2017, retailer turnover, in conjunction with shifting consumer behaviours and the emergence of technology/ecommerce, has started to change the retail landscape. Going forward, it is anticipated that the majority of new development within the Toronto CMA will involve mixed use (commercial and residential) buildings in highly populated areas. Within the Toronto CMA, CBRE reports retail vacancy rates to be in the range from 2.1% to 3.5% depending upon the asset, with higher rates in community malls and older neighbourhood retail centres. Sales of modern and well leased properties in the Toronto CMA show overall capitalization rates between 4.25% and 6.0%; and internal rates of return/discount rates between 5.0% and 6.5%. These rates are towards the low end of the range for retail properties across Canada.
<b>INVESTMENT</b>	Capitalization rates are generally in the 4.0% to 6.5% range for industrial and commercial properties, but lower (3% to 4% for multi-family residential properties). Low interest rates have enabled capitalization rates to remain low. Good quality properties are considered to be in high demand and in some cases are showing rates below the 4% range. There is a general lack of supply of good quality investment real estate.
<b>OFFICE</b>	The Toronto office market has a total inventory of nearly 200 million square feet according to the Q2 2018 Colliers office report. Leasing activity within the market strengthened with absorption of nearly 150,000 square feet in the past quarter (Q2 2018). Average asking rental rates for the entire GTA is \$19.32 per square foot down slightly from \$19.66 per square foot in Q1 2018. Vacancy rates remain fairly low with a GTA average of 4.4%. Limited new supply has tightened the market. Approximately 160,000 square feet was added in Q2 2018. Nearly 6.2 million square feet are under construction and expected to be added in 2018 to 2020. Most of the new inventory will be located in the central office market; and specifically the “downtown” district (5.5 million sqft).

**RESIDENTIAL** Activity and pricing in the residential market in early 2017 was very high, but cooled when the provincial government introduced The Ontario Fair Housing Plan in April 2017 which, along with an increase in new listings, created uncertainty in the residential market. The market appears to be stable again, with price and activity increases year over year. Reported by the Toronto Real Estate Board the average number of transactions increased from September 2017 to September 2018 by 1.9%. The average selling price for all home types increased by 2.9% over the same period to \$796,786.

The demand for multi-residential rental properties continues to be strong while the supply of good quality properties is limited. There is a continued trend towards a concentration of ownership of apartment buildings among a dozen or so investors. Large investors can afford immediate capital repairs and upgrades thereby reducing vacancy and operating expenses. The demand is very strong by both private and institutional investors, and more recently, an increasing number of properties have been acquired by offshore buyers. In our opinion the subject property if offered for sale it would have a strong appeal to both private and institutional investors.

**AUTOMOTIVE** According to a survey by Derosiers Automotive Reports, in Canada 2.038 million vehicles were sold in 2017, an increase of 4.6% over 2016. In September 2018, it was reported that 173,000 light vehicles were sold in Canada, a 7.4% decrease from September 2017. It was reported by IHS Automotive that in the United States the median age of a passenger car was 11.5 years, up from 9.4 years in 2008 and 8.3 years in 1999, suggesting substantial increases in reliability and pent up demand that may support forecasts for improved sales in the future. Only a limited number of new car and truck dealership properties have traded, which is partly due to the lack of availability of good quality functional buildings, and the fact that this type of property is mostly owner occupied. Generally, when a property sells it also includes the business. Some new car dealerships are located in auto malls or auto campuses. These are cluster type developments where several dealerships are located in freestanding or multi-tenant buildings within the same complex. The general trend is that new car dealerships tend to cluster whether they are in auto malls or on an arterial road commercial environment, and typically in proximity to other retail uses.

#### MARKET SUMMARY

Despite recent increases in the Bank of Canada rate and subsequent mortgage rates, the commercial real estate market is still strong. Pricing has been increasing slightly, and there is a low volume of sales due primarily to a lack of available product. The commercial real estate market is still characterized by low mortgage rates, continued long term interest rate uncertainty and a lack of good quality product available for sale.

## AREA DESCRIPTION

The subject property is located in the eastern portion of the City of Toronto, within the central portion of the former City of Scarborough. The City of Toronto is centrally located within a Census Metropolitan Area that extends east to the City of Oshawa, west to the Town of Oakville, and north to the Town of Newmarket.



## DEMOGRAPHIC AND ECONOMIC DATA

- The City of Toronto is centrally located within the Toronto CMA; with a census 2012 estimated population of 5,962,220. Also located within the Greater Toronto Area are the Regions of York, Durham, Peel, and Halton.
- Toronto is the major municipality within the CMA, with an estimated population of 2,757,900 according to the 2012 census. The current population represents an increase of 5.64% over the 2006 census figure; equivalent to average annual growth of 0.94%. Population growth studies have projected the City of Toronto's population in 2031 to reach 3,854,135.
- As of August 2018, the unemployment rate was 6.1% in the City of Toronto.
- Toronto is the 5th largest city in North America. One-quarter of Canada's population is located within 160 km (100 mi.) of the city and more than 60% of the population of the USA is within a 90-minute flight.
- The City of Toronto's economy comprises approximately 11% of Canada's GDP.
- The City is also the focus of the region's transportation network and has historically had the highest concentration of businesses and residents.
- The service sector employs more than half of the City's work force. Overall, 75,000 businesses in Toronto employ more than 1.2 million.



- Toronto is the financial, commercial and administrative core of the Toronto CMA. It is also the fourth largest financial centre in North America with more than 300,000 employed in finance, insurance and real estate. The financial services sector in Toronto employs over 223,000 individuals. Toronto is both the financial services capital of Canada and the fastest growing financial centre in North America. As such, Toronto houses the leaders in Canada's financial services industry including:
  - five of Canada's largest domestic banks, 55 foreign bank subsidiaries and branches and 119 securities firms;
  - headquarters for six of Canada's top insurers that manage more than 90 per cent of the industry's assets, 61 mutual funds companies, 58 pension fund managers, and five of Canada's largest pension plans with combined assets in excess of \$300 billion; and,
  - the TMX Group, the third-largest stock exchange group in North America and the eighth largest in the world based on market capitalization.

#### LOCATION AND NEIGHBOURHOOD OVERVIEW

- The subject property is located in the eastern portion of the City of Toronto. More specifically, the property is situated on the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road.
- The subject neighbourhood is considered to be the east and west sides of Markham Road from Highway 401 on the north to Ellesmere Road on the south. The neighbourhood comprises residential and institutional uses located to the east of Markham Road and industrial, office and institutional uses located west of Markham Road.
- The institutional uses in the immediate area of the subject include the Centennial College campus located north of the subject, off Progress Avenue, just south of Highway 401. Woburn Collegiate Institute is located on the north side of Ellesmere Road, just east of Markham Road.
- Commercial development is focused along the major arterial roadways in the neighbourhood including Markham Road and Ellesmere Road. Development includes a variety of smaller office buildings, freestanding retail buildings and multi-tenant retail plazas.
- Residential uses in the area are of a high density nature, with numerous high-rise apartment buildings being located along Markham Road and along Tuxedo Court.
- Low density single family residential subdivisions are located south of Ellesmere Road, to the east and west of Markham Road and also along the north side of Ellesmere Road, east of Woburn Collegiate.
- Markham Road is a major north-south arterial road through the Scarborough area of the City of Toronto which intersects with Highway 401 approximately 0.5 kilometres north of the subject. Ellesmere Road to the south of the subject is a major east-west arterial road through the eastern portion of Toronto. Public bus transportation is available along both of these arterial roadways.
- For reference purposes, some of the specific surrounding and adjacent uses are as follows:

North	:	Ravine/parkland with freestanding McDonalds further to the north
East	:	Freestanding Tim Hortons with high-rise rental apartments further east
South	:	Commercial/industrial buildings along Markham Road
West	:	Ravine/parkland with commercial/industrial buildings further west

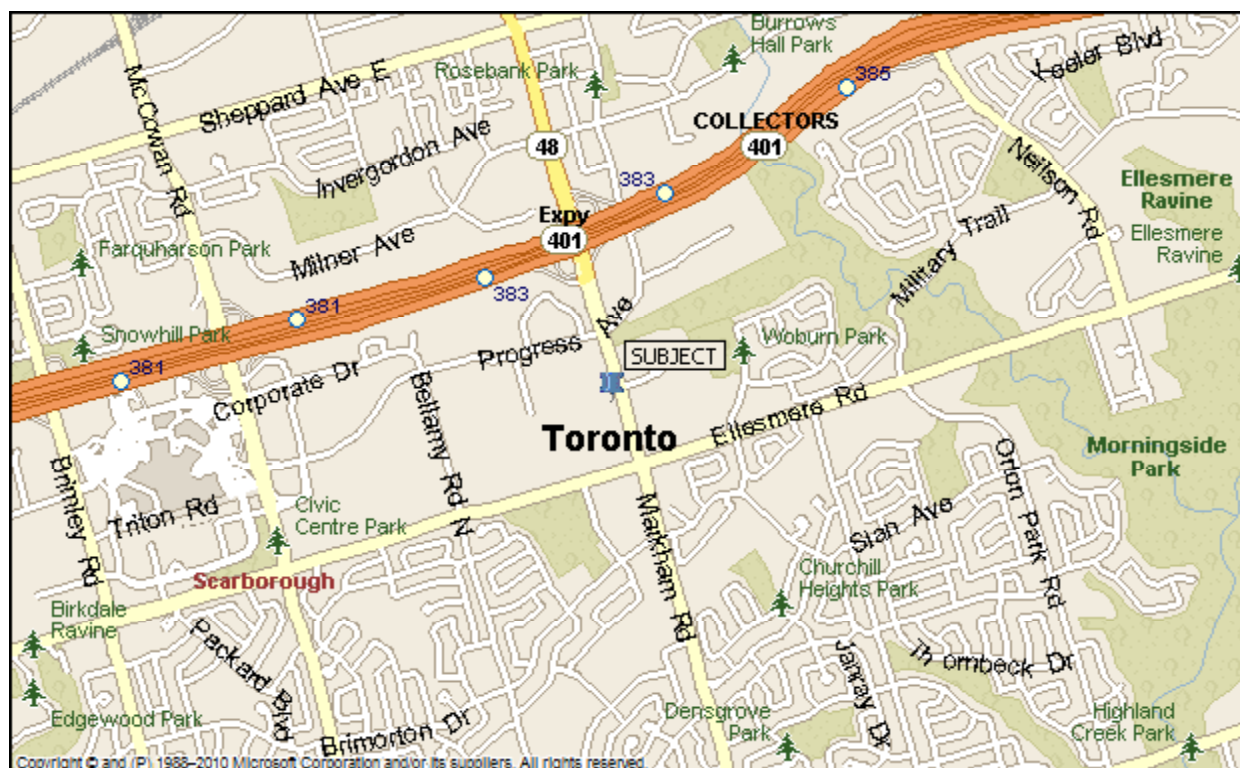
#### SUMMARY

The subject property is located in an area of mixed-use development, in the eastern portion of the City of Toronto.

## SITE DESCRIPTION

### LOCATION

The subject property is situated in the eastern portion of the City of Toronto, within the central portion of the former City of Scarborough. More specifically, the property is situated on the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road.



### ADDRESS AND LEGAL DESCRIPTION

The subject property is municipally addressed as:

*1250 Markham Road  
Toronto, Ontario*

It is legally described as:

*PIN: 06179-0128  
Part of Lot 32, RCP 10620,  
Designated as Parts 1 to 3 on Plan 66R-22461,  
City of Toronto,  
Province of Ontario*

### SITE TOPOGRAPHY

The subject site comprises level land that is at grade with Markham Road and properties to the south. There is a low-lying ravine/creek to the north and west. No soil analysis or drainage tests were requested in conjunction with the appraisal, and the valuation assumes that the soil characteristics are typical of the area and adequate with regard to the existing use, and/or any future development.

**SERVICES**

Full municipal services are available to the subject property. These include water, storm and sanitary sewers, gas, hydro, telephone, etc.

**ASSESSMENT**

The Province of Ontario has undertaken a phased-in re-assessment of all properties within the province based on a valuation date of January 1, 2012, for the 2013-2016 taxation years. The subject is assessed for municipal taxation purposes as follows:

Roll No.	:	1901052880059010000
Assessment (2018)	:	\$17,472,000
Realty Taxes (2018)	:	Tax exempt due to religious use

**ENVIRONMENTAL CONSIDERATION**

No soil analysis or drainage tests were carried out in conjunction with this report. The valuation assumes that the soil characteristics are typical of the area and adequate with regard to the proposed use of the property. We are not aware of any environmental contamination of the site as a result of any past or current use, but this statement is made as real estate appraisers and not environmental consultants. For valuation purposes, therefore, our appraisal assumes the property is free and clear of any environmental contamination, toxic materials or waste products. An environmental audit of the property is required to precisely determine the environmental status.

**EASEMENTS**

We are not aware of any easements or rights-of-way negatively affecting the subject property.

**SITE DIMENSIONS AND SHAPE**

The subject site comprises an irregular shaped parcel of land having 582.41 feet of frontage of along the west side of Markham Road and a depth of 385.43 feet of along its northern boundary plus a depth of 672.77 feet along its southern boundary. According to plan provided, the site area is 6.652 acres. A portion of the plan is included on the following page, along with a sketch indicating the proposed severance.



## LAND USE CONTROLS

### OFFICIAL PLAN

The Official Plan is a policy document that provides direction for planning activities. It is intended to co-ordinate the effects of change and future development in the best long-term interest of the municipality. It provides a framework for zoning and other local regulations.

The Official Plan for the City of Toronto designates the subject properties as “Mixed Use Area”. As outlined in Chapter Four of the plan; “*Mixed Use Areas* are made up of a broad range of commercial, residential and institutional uses, in single use or mixed use buildings, as well as parks and open spaces and utilities.”

### ZONING

The Zoning By-law implements the Official Plan. It is a site-specific document that governs and controls the maximum height, density and form of development on any given site.

On May 9, 2013 the City of Toronto enacted a new city-wide Zoning By-Law to replace the individual By-Laws from the former Cities of York, North York, Scarborough, Etobicoke, Toronto and the Borough of East York. However, some existing designations were retained, and this is the case for the subject.

According to the former City of Scarborough Zoning By-law No. 24982 for the Progress Employment District, as amended, the subject property is zoned has an M – Industrial zoning designation. Permitted uses under the designation include: industrial uses, offices except medical and dental, places of worship, educational and training facilities, recreational uses, and day nurseries.

Residential uses under the M designation are not permitted.

The property owner has applied to the City of Toronto to amend the current Zoning By-Law to allow for the development of residential uses in the northern portion of the site, as well as the construction of the building expansion and 5-level parking garage for the subject. The application is currently being considered.

### CONCLUSION

Based upon our investigations and the current designations of the subject property, the current place of worship development is considered to be a legal and conforming use. However, we suggest the readers satisfy themselves in this regard by obtaining clarification from the City of Toronto Planning & Zoning Departments.

## DESCRIPTION OF IMPROVEMENTS

The subject site is improved with a modern (built in 2008 and expanded in 2011), part 1 and part 2-storey, purpose-built, place of worship building operated as Global Kingdom Ministries. Based on the plans provided, the building has a total leasable area as follows:

Ground Floor:	52,791 square feet
Second Floor:	<u>26,834</u> square feet
Total Area:	79,625 square feet

The subject is proposed to be expanded by 24,835 square feet to 104,460 square feet. Architectural plans have not been made available. As a result we have relied upon inspections in order to detail the basic construction, the interior accommodation and finish, and the building services.

## CONSTRUCTION

- The building is of steel frame and masonry construction, including concrete slab on grade flooring and a poured concrete second floor; concrete block walls with brick, block and metal siding exterior facings.
- The building incorporates double glazed windows and plate glass in aluminium frame entrance doors.
- The roof construction consists of a flat steel joist and metal deck, with a built-up composition cover.

## ACCOMMODATION AND BUILDING SERVICES

- The front entrances of the building along the northern elevation open to a large open semi-circular atrium area with access to the main auditorium. To the east and west of the auditorium on both levels of the building are restrooms, administrative offices, meeting rooms, a childcare facility used during mass, as well as other storage and staff areas. The 2011 building expansion added a gymnasium with change-rooms, a large commercial kitchen used for catering, additional offices, as well as the current sales centre for the related high-rise residential development.
- The interior of the building is finished with a mixture of vinyl tile, hardwood, broadloom and ceramic tile floor covering; open deck with exposed ductwork and t-bar and acoustic tile ceilings with florescent, pot and high intensity lighting; and a mixture of painted concrete block and drywall perimeter and partitioning walls.
- The building is fully heated and air conditioned by roof-top HVAC units.
- The building has 6 stairwells and 1 elevator. The building is fully sprinklered.

## SITE IMPROVEMENTS

- The site is landscaped along the frontage of the site, including sodded lawns, plus some trees and shrubs. The remainder of the subject site is paved for parking and access purposes. Upon completion of the proposed 5-storey parking garage, there will be on-site parking for approximately 780 cars.
- Main access to the subject site is via the intersection of Markham Road and Tuxedo Court, which is signalized. Secondary access is provided via a right-in, right-out entrance along the southern boundary of the site.

## SUMMARY

We have not carried out a structural audit of the building. We assume that the building is in good condition and there are no structural faults that might affect the value of the property. Wiring, plumbing and equipment have not been tested. They are assumed to be in good operating condition. No signs of any significant capital improvements or deferred maintenance were noted.



## HIGHEST AND BEST USE

Fundamental to the concept of value is the principle of highest and best use which may be defined as that use of land which is most likely to produce the greatest net return to land over a given period of time. Interpretation of the foregoing includes the realization that, in addition to the property being physically adaptable for a specific use, there must be a demand and such use must be legally permissible through government land use regulations.

## ANALYSIS

The subject property contains a total site area of 4.56 acres (after severance), improved with a part 1 and part 2-storey place of worship building having a total leasable area of 79,625 square feet. In determining the highest and best use of the property, consideration has been given to the following:

- The improvements were originally constructed in 2008 and expanded in 2011. As of the effective date of this report the building was operating as the “Global Kingdom Ministries”.
- The building is proposed to be expanded by 24,835 square feet to 104,460 square feet. In addition, a 5-storey parking garage is also proposed for the subject. This report assumes that the addition and parking garage have been constructed.
- The subject improvements appear to be in a good state of repair and well maintained.
- The Official Plan designation for the subject is *Mixed Use Area*. The subject property is currently zoned *M – Industrial*. The improvements, and the existing use of the property, appear to be a legal and conforming use pursuant to prevailing land use regulations.
- The property is located in a developed area in proximity to other commercial and residential uses along Markham Road. Demand appears to exist in the area for commercial uses at the subject location.
- Market conditions in the Toronto CMA are considered to be good, with stable vacancy and rental rates. The demand for investment real estate (including commercial investment properties) exceeds the available supply, and this has pushed property values higher and acceptable rates of return lower.

## SUMMARY

Based on the investigations carried out, and the above analysis, it is our opinion that the highest and best use of the property is the continuation of the current use. As vacant land, it is our opinion that the highest and best use of the property would be for similar commercial or mixed use development, in accordance with prevailing land use regulations.

## APPROACH TO VALUE

The market value of the subject property is contingent upon a number of factors such as location, replacement cost, physical condition and utility of the improvements, the market climate and general economic conditions. In the valuation process, these factors are incorporated into three approaches to value.

- (1) The **Income Approach** is one in which the value is estimated by capitalizing the net rental which the property can reasonably be expected to produce over the remaining economic life of the improvements.
- (2) In the **Cost Approach**, the land is valued as if vacant, and to this amount is added the estimated cost of reproduction of the improvements, less wear and tear, deterioration, functional and economic obsolescence.
- (3) The **Direct Comparison Approach** requires an estimate based on a comparison of sales of similar properties.

The subject is a property improved with an owner-occupied religious use building for which the Direct Comparison Approach is considered most appropriate. The Income Approach will also be briefly reviewed. We have not reviewed the Cost Approach, due to the fact that the market does not rely upon this approach in valuing properties similar to the subject.

## INCOME APPROACH

In order to estimate the market value of the subject by the Income Approach we will utilize the Overall Capitalization Rate (OCR) Method. This involves capitalizing the subject's estimated net income into an estimate of value.

### TENANCY & MARKET RENT

As of the effective date of this appraisal, the subject property is fully occupied by a company related to the property owner and operated as place of worship, "Global Kingdom Ministries". Due to the fact there is no arm's length lease in place for the subject, we will be applying a market rental rate for the subject property. The subject property is a religious use building, which is the type of property which is rarely found to lease on the open market.

We have assumed that a tenant would be in occupancy of the subject based on an industry standard 5-year lease that is fully net to the landlord. We are not aware of any leases for church properties and have reviewed leases for larger retail and office space in the general area of the subject, which is considered to be a possible alternative use for the subject. In order to estimate a market rental rate for the building, we have reviewed and relied on leasing information presented in the chart below for rents of similar commercial properties in the Greater Toronto Area.

SCHEDULE OF COMPARABLE LEASE DATA				
Index No (Date)	Address	Area in sqft	Net Rent PSF	Remarks
R-1 (8/16)	7355 Torbram Road Mississauga	14,600	Yrs 1-2 @ \$8.50 Yrs 3-4 @ \$8.70 Yrs 5-6 @ \$8.90 Yrs 7-8 @ \$9.10 Yrs 9-10 @ \$9.35	➤ Operated as banquet hall ➤ TMI @ \$4.25 psf
R-2 (1/17)	105 Gordon Baker Road Toronto (North York)	28,931	Yrs 1-5 @ \$14.50	➤ Former Goodlife Fitness ➤ TMI @ \$14.65 psf
R-3 (3/18)	255 Consumers Road, #250 Toronto (North York)	31,296	Yrs 1-5 @ \$15.50 Yrs 6-10 @ \$16.75	➤ Upper floor office space ➤ TMI @ \$16.44 psf
R-4 (11/17)	179 Enterprise Boulevard Markham	32,109	\$19.95	➤ Office building ➤ TMI @ \$15.93 psf
R-5 (12/17)	2440 Winston Park Drive Oakville	87,168	Yrs 1-3 @ \$16.95 Yrs 4-5 @ \$17.25	➤ 2-storey flex office building ➤ TMI @ \$6.52 psf
R-6 (1/17)	7777 Weston Road, Floors 3-10 Vaughan	136,764	\$20.75	➤ Office building ➤ TMI @ \$13.70 psf
L-7 (8/17)	Kennedy Commons Toronto (Scarborough)	43,370	Yrs 1-5 @ \$20.00	➤ Lease to Metro
R-10 (8/16)	900 Don Mills Road Toronto (North York)	45,000	Yrs 1-2 @ \$15.00 Yrs 3-5 @ \$16.00	➤ Leased to Foody Mart supermarket

Rentals 1 to 8 involve larger commercial space in the Greater Toronto Area, considered comparable to the subject property. The spaces are similar in location to the subject and indicate rental rates between \$8.50 per square foot (net) and \$20.75 per square foot (net). The characteristics of the leases are considered generally similar to the subject.

The subject property is in good condition and with a good location in an area of commercial development, surrounded by a large residential population. It is located in a market where demand is considered to exist with a minimal amount of space being available.

The subject property comprises a newer place of worship building that has potential to be converted to other uses such as offices or a commercial school. Given the subject's potential, characteristics, building size and location, the range in market rental rates considered applicable to the subject is between \$15.00 per square foot (net) to \$20.00 per square foot (net). Based upon the rental information, a market rental rate of \$17.50 per square foot (net), or \$1,828,050 per annum based on the building's proposed area of 104,460 square feet is considered applicable and will be utilized in the valuation.

#### VACANCY/CREDIT LOSS ALLOWANCE

From the potential gross income, provision has to be made for possible vacancy and collection loss over the term of the investment. In determining a vacancy rate applicable to the subject, we have considered the following:

- Retail vacancy rates in the Toronto CMA are reported to be in the range from 3% to 8%, depending upon the type of centre and the location. For modern retail centres in established retail nodes, vacancy is typically in the middle of this range.
- The subject is currently occupied by the property owner.
- Our observation indicates that occupancy levels for properties in the vicinity of the subject are high.

Taking into account the character of the area, an overall vacancy rate of 3.0% is considered reasonable for the subject in the current market on an on-going basis.

#### TAXES AND OPERATING COSTS

The subject property is presumed to be leased on a fully net basis with the prospective tenant being responsible for all realty taxes and operating costs associated with the subject. As a result, minimal expenses would be anticipated for the subject.

According to recent surveys as well as the rates indicated by the Comparable Lease Data, average additional rent for larger freestanding commercial buildings in the Greater Toronto Area generally ranges from \$5.00 per square foot to \$20.00 per square foot. For the purpose of this analysis, the total additional rent recoveries are estimated to be near the middle of the range or \$1,566,900 (104,460 square feet x \$15.00 per square foot).

It should be noted that any variation between the taxes and operating costs estimated above, and the actual costs incurred, will not have a significant impact on the calculation of the net income or the valuation, since the leases are assumed to be fully net to the landlord. In addition to the actual operating costs associated with the subject, a structural and miscellaneous allowance of 1.0% is deducted. This is considered appropriate to account for any non-recoverable costs associated with the property.

**STABILIZED INCOME & EXPENSE STATEMENT**

Based on the preceding discussion and analysis, a Stabilized Income and Expense Statement has been prepared for the property. The statement is presented as follows.

**Stabilized Income and Expense Statement***1250 Markham Road, Toronto***Income**

Estimated Rental Income (\$1750 psf x 104,460 sf)	\$1,828,050	
Estimated Recovery Income (\$15.00 psf x 104,460 sf)	<u>\$1,566,900</u>	
Potential Gross Income	\$3,394,950	
Less Vacancy Allowance @ 3.0%	<u>\$ 101,849</u>	
Effective Gross Income		\$3,293,101

**Expenses**

Estimated Realty Taxes & Operating Costs	\$1,566,900	
Non-rec. structural allowance @ 1.0%	<u>\$ 32,931</u>	
Total Expenses		<u>\$1,599,831</u>

**Net Operating Income****\$1,693,270****OVERALL CAPITALIZATION RATE ANALYSIS**

In estimating the overall capitalization rate applicable to the subject, we have analysed recent sales of investment properties with similar characteristics. Specific emphasis has been given to sales of single-tenant and/or multi-tenant 2 to 4-storey office properties throughout the Greater Toronto Area. For analysis purposes, pertinent details are summarized in the chart below.

INDEX (DATE)	ADDRESS	CONSIDERATION (PRICE PSF)	BLDG SIZE	AVG. NET RENT PSF	STABILIZED OCR
1 (9/18)	337 Magna Drive Aurora	\$60,000,000 (\$419.01)	143,196 sqft	\$26.00	6.0%
2 (8/18)	80 Whitehall Drive Markham	\$20,350,000 (\$334.68)	60,805 sqft	\$20.08	5.8%
3 (2/18)	5985 Explorer Drive Mississauga	\$50,600,000 (\$372.76)	135,744 sqft	\$21.85	5.6%
4 (2/18)	210 Great Gulf Drive Vaughan	\$17,955,000 (\$140.33)	128,235 sqft	\$7.50	5.1%
5 (4/17)	1929 Bayview Avenue Toronto (East York)	\$49,200,000 (\$377.34)	130,388 sqft	\$20.26	5.1%
<b>Subject</b>	<b>1250 Markham Road Toronto</b>	<b>--</b>	<b>104,460 sqft</b>	<b>\$17.50 (estimated)</b>	<b>--</b>

The five sales occurred between April 2017 and September 2018. The sales indicate a range in overall capitalization rates from 5.1% to 6.0%. The indicated rates of return have been based on the stabilized net operating income, after allowances have been made for normal vacancy and non-recoverable costs (similar to the income analysis of the subject). Photographs of the comparables are included with the description/analysis.

**INDEX 1 – 337 MAGNA DRIVE, AURORA**

- September 2018 sale-leaseback of two single-tenant, 2-storey office buildings located south of Wellington Street East and east of Bayview Avenue.
- The comparable was fully leased and occupied by Magna at \$26.00 per square foot (net) until 2022.
- The property, built in 1997, indicated a stabilized capitalization rate of 6.0%.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's short-term tenancy, location, higher average rent and office accommodations.
- Overall, the 6.0% rate indicated by the comparable is considered to be above the rate applicable to the subject property.

**INDEX 2 – 80 WHITEHALL DRIVE, MARKHAM**

- August 2018 sale of a two-tenant, 2-storey office building located north of Highway 7 and east of Rodick Road.
- The comparable was fully leased and occupied by two tenants.
- The property, built in 1991, indicated a stabilized capitalization rate of 5.8% and featured an average net rent of \$20.08 psf.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's smaller size, superior tenancy, location, higher average rent and superior office accommodations.
- Overall, the 5.8% rate indicated by the comparable is considered to be above the rate applicable to the subject property.

**INDEX 3 – 5985 EXPLORER DRIVE, MISSISSAUGA**

- February 2018 sale of a single-tenant, 3-storey office building located north of Eglinton Avenue and east of Dixie Road.
- The comparable was fully leased and occupied by FedEx at \$21.85 per square foot (net).
- The property, built in 1999, indicated a stabilized capitalization rate of 5.6%.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's superior tenancy, location, higher average rent and superior office accommodations.
- Overall, the 5.6% rate indicated by the comparable is considered to be similar to the rate applicable to the subject property.

**INDEX 4 – 210 GREAT GULF DRIVE, VAUGHAN**

- February 2018 sale of a single-tenant industrial building located north of Steeles Avenue West and east of Keele Street.
- The comparable was fully leased and occupied by Oldcastle Building Envelope at a rate of \$7.50 per square foot (net).
- The property, originally built in 2003, indicated a stabilized capitalization rate of 5.1%.
- The property contains a gross floor area of 128,235 square feet, including a 30,260 sqft (24%) 2-storey front office component, 28 foot clear height and 13 truck level shipping/receiving doors.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's tenancy, accommodations and location.
- Overall, the 5.1% rate indicated by the comparable is considered to be below the rate applicable to the subject property.





## INDEX 5 – 1929 BAYVIEW AVENUE, TORONTO (EAST YORK)

- April 2017 sale of a multi-tenant, 4-storey medical office building located on the east side of Bayview Avenue, north of Eglinton Avenue East.
- The comparable was 99.6% leased and occupied by a mixture of national and local medical tenants.
- The property, built in 2004, indicated a stabilized capitalization rate of 5.1% and featured an average net rent of \$20.26 psf.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's superior tenancy, superior location, higher average rent and superior office accommodations.
- Overall, the 5.1% rate indicated by the comparable is considered to be below the rate applicable to the subject property.



## SUMMARY

In estimating a capitalization rate for the subject, we have considered the following:

- The overall capitalization rates indicated by the comparable sales, prior to adjustments, are between 5.1% and 6.0%.
- The subject is currently owner-occupied and operated as "Global Kingdom Ministries". A rental rate of \$17.50 per square foot (net) is estimated for the building.
- The subject provides good commercial accommodations, similar to that of the neighbourhood.
- The subject property is located on an arterial road.
- After adjustments, the range in capitalization rates considered applicable to the subject is between 5.5% and 6.0%.

Given the subject property's age, location and characteristics, a rate at the middle of the range, or 5.75%, is considered appropriate for the subject property. Utilizing the above mentioned rate, applied to the subject's stabilized net operating income, result in market value estimate of the subject property as follows:

$$\begin{array}{rcl}
 \$1,693,270 \text{ capitalized @ } 5.75\% & = & \$29,448,173 \\
 \text{Rounded to:} & & \$29,450,000
 \end{array}$$

**MARKET VALUE BY THE OVERALL CAPITALIZATION RATE METHOD ... \$29,450,000**

## DIRECT COMPARISON APPROACH

The Direct Comparison Approach is a valuation method whereby the property being appraised is compared with similar properties that have recently been sold or offered for sale. The assumption is that if the subject had been exposed to the market, it would have been in competition with the comparable property, dealing with the same type of purchaser under similar market conditions. Since no two properties are completely alike, adjustments must be made to compensate for differences between the comparable and the subject property. In arriving at a value conclusion by this method, the greatest weight is given to the sales of truly comparable properties sold at or nearest the effective date of appraisal in order to reflect comparable economic conditions.

There are few sales of large religious use building similar to the subject property, which were sold in the marketplace in recent years. The majority of sales of religious use properties involve smaller sized buildings (under 30,000 sqft) which either sold for alternative uses or alternatively were acquired by other religious groups who continue the use. The majority of larger religious use buildings involve either the purchase and renovation of existing buildings, or the total construction of new buildings on vacant land; and due to the size and viability of the organizations that own these properties, few sales occur.

In estimating the market value of the subject property by the Direct Comparison Approach, reference has been made to the sales discussed earlier in the Overall Capitalization Rate Method of the Income Approach as well as a larger place of worship with similar characteristics. The sales in the chart are considered reasonably similar in terms of style and characteristics to the subject and were considered reasonable comparables. Analysis has been carried out on the basis of the indicated price per square foot of the building area. For analysis purposes, pertinent details are summarized in the chart below.

INDEX (DATE)	ADDRESS	BLDG SIZE	CONSIDERATION	PRICE PSF
1 (9/18)	337 Magna Drive Aurora	143,196 sqft	\$60,000,000	\$419.01
2 (8/18)	80 Whitehall Drive Markham	60,805 sqft	\$20,350,000	\$334.68
3 (2/18)	5985 Explorer Drive Mississauga	135,744 sqft	\$50,600,000	\$372.76
4 (2/18)	210 Great Gulf Drive Vaughan	128,235 sqft	\$17,955,000	\$140.33
5 (4/17)	1929 Bayview Avenue Toronto (East York)	130,388 sqft	\$49,200,000	\$377.34
6 (6/18)	7755 Tenth Line West Mississauga	39,751 sqft	\$15,500,000	\$389.93
<b>Subject</b>	<b>1250 Markham Road Toronto</b>	<b>104,460 sqft</b>	<b>--</b>	<b>--</b>

The six sales occurred between April 2017 and September 2018. As noted above, the sales have been analyzed on the basis of the indicated price per square foot of building area. On this basis the sales show a range in values from \$140.33 per square foot to \$419.01 per square foot.

For the purpose of this appraisal, a brief discussion of the individual sales, including a discussion of the adjustments made to allow for differences in the date of sale, the age/condition of the building, and the location and accommodation, is presented as follows.

#### INDEX 1 – 337 MAGNA DRIVE, AURORA



This is the September 2018 sale-leaseback of a 2-building office complex containing 143,196 square feet originally constructed in 1991. This sale reflects a rate of \$419.01 per square foot. The property was fully leased at the time of the sale. Given the comparable's inferior location, older but superior accommodations and larger building size, an overall downward adjustment to the noted rate has been made.

#### INDEX 2 – 80 WHITEHALL DRIVE, MARKHAM

This is the August 2018 sale of a 60,805 square foot, 2-tenant, 2-storey office building originally constructed in 1991. This sale reflects a rate of \$334.68 per square foot. The property was fully leased at the time of the sale. Given the comparable's smaller and older accommodations and inferior location, a downward adjustment to the noted rate has been made.



#### INDEX 3 – 5985 EXPLORER DRIVE, MISSISSAUGA

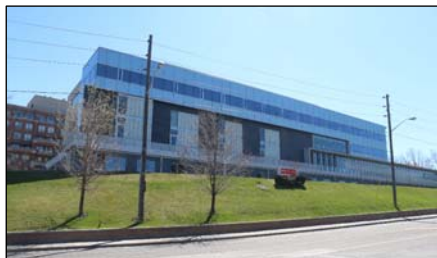


This is the February 2018 sale of a 135,744 square foot, single-tenant, 3-storey office building originally constructed in 1999. This sale reflects a rate of \$372.76 per square foot. The property was fully leased at the time of the sale. Given the comparable's size, use, location and accommodations, an overall downward adjustment to the noted rate has been made.

#### INDEX 4 – 210 GREAT GULF DRIVE, VAUGHAN

This is the February 2018 sale of a 128,235 square foot, single-tenant, part 2-storey industrial/office building originally constructed in 2004. This sale reflects a rate of \$140.33 per square foot. The property was fully leased at the time of the sale. Given the comparable's industrial use, location, tenancy and larger building size, an overall upward adjustment to the noted rate has been made.



**INDEX 5 – 1929 BAYVIEW AVENUE, TORONTO (EAST YORK)**

This is the April 2017 sale of a 130,388 square foot, multi-tenant, 4-storey office building originally constructed in 2004. This sale reflects a rate of \$377.34 per square foot. The property was nearly fully leased at the time of the sale. Given the comparable's superior location, superior tenancy and larger building size, an overall upward adjustment to the noted rate has been made.

**INDEX 6 – 7755 TENTH LINE, MISSISSAUGA**

This is the June 2018 sale of a 39,751 square foot, part 2-storey place of worship building originally constructed in 2011. This sale reflects a rate of \$389.93 per square foot. Given the comparable's location and significantly smaller building size, an overall downward adjustment to the noted rate has been made.

**SUMMARY**

On the basis of the foregoing sales analysis, and after adjustments, the comparable sales indicated a range in value from \$150.00 to \$350.00 per square foot. Given the subject property's newer construction, occupancy/tenancy, location and characteristics, a rate near the middle of the range, or \$275.00 per square foot, is considered appropriate for the subject property.

Utilizing the above mentioned rate, applied to the subject's proposed building size, result in market value estimate of the subject property as follows:

104,460 square feet @ \$275.00 per square foot = \$28,726,500  
Rounded to: \$28,730,000

**MARKET VALUE BY THE DIRECT COMPARISON APPROACH ... \$28,730,000**

**RECONCILIATION & FINAL ESTIMATE OF VALUE**

The value estimates for the subject property utilizing the two approaches to value are as follows:

CURRENT MARKET VALUE BY THE INCOME APPROACH	\$29,450,000
CURRENT MARKET VALUE BY THE DIRECT COMPARISON APPROACH	\$28,730,000

The subject property comprises a 4.56 acre lot improved with 2-storey place of worship building having a total leasable area of 79,625 square feet. The building is proposed to be expanded to 104,460 square feet along with the construction of a 5-storey parking garage. This valuation has assumed that the proposed addition and parking garage have been constructed and form part of the subject property.

The subject property is a religious use building which is considered to be best valued by the Direct Comparison Approach, with support from the Income Approach.

Having considered the data investigated, and all other factors which may affect value, it is our opinion that the current market value of the subject property, **assuming construction of the proposed addition and parking garage**, as of November 20, 2018, is:

**TWENTY-EIGHT MILLION, SEVEN HUNDRED AND THIRTY THOUSAND DOLLARS**  
**(\$28,730,000)**

**MARKETING TIME**

Assuming that there is no change in the current market conditions, and the subject is properly marketed, it is our opinion that the time required to realize the indicated value estimate is 3 to 6 months.

**ADDENDA**

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ASSUMPTIONS AND LIMITING CONDITIONS

ADDENDUM "A"

CERTIFICATION

ADDENDUM "B"



1. This report is prepared at the request of Global Kingdom Ministries for the purpose of an appraisal of the market value of the subject property. It is not reasonable for any other person or company other than Global Kingdom Ministries to rely upon this appraisal without first obtaining written authorization from this appraiser. There may be qualifications, assumptions or limiting conditions in addition to those set out below relevant to that person's identity or his intended use. This report is prepared on the assumption that no other person will rely on it for any other purpose and that all liability to all such persons is denied.
2. While expert in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed that:
  - (a) a legal description as set out herein is correct;
  - (b) title to the property is good and marketable;
  - (c) there are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein;
  - (d) the existing use is a legally conforming use, which may be continued by any purchaser from the existing owner;
  - (e) rights-of-way, easements or encroachments over the real property and leases or other covenants noted herein are legally enforceable.

Because these assumptions have been made, no investigation, legal or otherwise, has been undertaken which would verify these assumptions except as expressly noted herein.

3. The author is not a qualified surveyor and no legal survey concerning the subject property has been provided. Sketches, drawings, diagrams, photographs, etc. are presented in this report for the limited purpose of illustration and are not to be relied upon in themselves.
4. The author is not qualified to give engineering advice. It is assumed that there are no patent or latent defects in the subject improvements, that no objectionable materials such as Urea Formaldehyde foam are present, and that they are structurally sound and in need of no immediate repairs, unless expressly noted within this report. No soil tests have been done, nor have tests been done of the heating, plumbing, electrical, air-conditioning or other systems and, for the purpose of this opinion, they are assumed to be in good working order.
5. No investigation has been undertaken with the local zoning office, the fire department, the building inspector, the health department or any other government regulatory agency unless such investigations are expressly presented to have been made in this report. The subject property must comply with such government regulations and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigations may be necessary.
6. Neither possession of this report nor a copy carries with it the right of publication, except for those rights granted in Paragraph 1.
7. Market data has been obtained in part from documents at the Land Registry Office, or as reported by the real estate board. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence.
8. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value expressed as of the date of this appraisal cannot be relied upon to estimate the market value of any other date except with further advice of the appraiser.

9. The compensation for services rendered in this report does not include a fee for court preparation or court appearances, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial body which will decide the use of the report which best serves the administration of justice.
10. Our appraisal assumes that the subject property, both its land and building components, are free of toxic waste, fill or hazardous materials that may be environmental contaminants. This statement is made as the result of inspection as real estate appraisers and not environmental consultants. An environmental audit of the property is needed to verify its environmental status and this is beyond our professional expertise.
11. It is imperative that the reader or any other interested party be aware that the Appraiser did not inspect the premises for fire detection or smoke detection systems, or for the presence of carbon monoxide detectors, nor did the Appraiser inspect the condition of such equipment, if present. The Appraiser takes no responsibility whatsoever for the lack of, or condition of, detection devices that may be located on the premises, nor does the Appraiser warrant compliance in any manner of such equipment, if present.

We certify that to the best of our knowledge and belief:

Louie Tragianis inspected the property at 1250 Markham Road in the City of Toronto on November 20, 2018.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

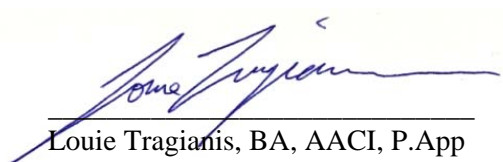
Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice.

The Appraisal Institute of Canada has a mandatory Continuing Professional Development Program for designated members. As of the date of this report Louie Tragianis has fulfilled the requirements of the program.

No one provided significant professional assistance to the persons signing this report.

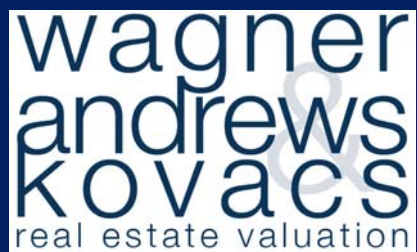
Having regard to all of the information contained in this appraisal report, it is our opinion that the current market value of the appraised property, **assuming construction of the proposed building addition and parking garage**, subject to the underlying assumptions and limiting conditions outlined in the report, as of November 20, 2018, is:

**TWENTY-EIGHT MILLION, SEVEN HUNDRED AND THIRTY THOUSAND DOLLARS**  
**(\$28,730,000)**



Louie Tragianis, BA, AACI, P.App

Dated: November 26, 2018



This is Exhibit "T" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



KM K &lt;kernkalideen@gmail.com&gt;

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**Speaking Points for CMHC meeting**

4 messages

**Kern Kalideen** <kernkalideen@gmail.com>

Wed, Feb 26, 2020 at 9:24 AM

To: Keerthi Singh &lt;paulkeerthi@gmail.com&gt;, Tom Lodu &lt;tomlodu@trinityravine.com&gt;

Cc: Bob Johnston &lt;bjohnston@globalkingdom.ca&gt;, Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;

This meeting will get a sense if CMHC is onside with the project: We are projecting to do Phase 1 as Life Lease and Phase 2 as CMHC, however, the potential for Phase 1 is also there if the financing falls through with the consortium:

- It will be important to promote the affordability and energy efficiency aspects of the project.
- Also as a Church and non-profit, how it will provide housing for vulnerable populations which include seniors, immigrants and persons with special needs.
- We will speak about our design to meet the ageing population
- The project is in an economic challenged part of the city
- We will stress our community work
- We can mention plans to provide services to people in need of supports.
- However, we can't talk about retirement services. We can do this for our own proforma.

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**Greg Playford** <greg@devonshirefinancial.com>

Wed, Feb 26, 2020 at 9:41 AM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Cc: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

This is all accurate Kern. Also indicate that you will be looking to community service partners to provide services, perhaps for some of the barrier free suites. Not sure if I provided the proposed rental grid that we created to determine potential income. It is preliminary, but needed to show the viability of the mixed income model. Marcus is on his way. Good luck today.

GREG

Greg Playford

**PRESIDENT****Devonshire Consulting****484 Waterloo Street****London, Ontario, Canada N6B 2P6**



**TEL: 519.645.7711**

**CELL: 519.671.4885**

**EMAIL: [greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)**

**WEB: [www.devonshirefinancial.com](http://www.devonshirefinancial.com)**

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**2 attachments**

 **Rental Income Grid - 2019 MMR's - 12-02-2013 (003).pdf**  
147K

 **PRELIMINARY FEASIBILITY - Co-investment - 12-02-2020 -.pdf**  
189K

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**Paul Singh** <paulkeerthi@gmail.com>

Wed, Feb 26, 2020 at 11:19 AM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Tom Lodu <tomlodu@trinityravine.com>, Bob Johnston <bjohnston@globalkingdom.ca>, Marcus Pepe <marcus@devonshirefinancial.com>, Greg Playford <greg@devonshirefinancial.com>

I would like to know the following:

Approval criteria

Approval process and timelines.

[Quoted text hidden]

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**Kern Kalideen** <kernkalideen@gmail.com>

Wed, Feb 26, 2020 at 11:23 AM

To: Paul Singh <paulkeerthi@gmail.com>

Cc: Tom Lodu <tomlodu@trinityravine.com>, Bob Johnston <bjohnston@globalkingdom.ca>

Yes, we will walk through those points. There is a documented criteria prioritization scoring and we have prepared an analysis why we think we would qualify. This was attached in the email. CMHC also has documented approval process and time lines.

[Quoted text hidden]





KM K &lt;kernkalideen@gmail.com&gt;

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**CMHC Financing**

6 messages

**Greg Playford** <greg@devonshirefinancial.com>

Fri, Feb 28, 2020 at 11:03 AM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Cc: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

Hi Kern: I sounds like that was an encouraging meeting with Michelle and CMHC. Marcus and I have started updating the model and preparing for a CMHC submission. As Michelle outlined, it is an outstanding financing opportunity that seems suited to the project you have designed and also the goals of your Ministry and the community you are located in . Attached is a revised Engagement Letter that we ask that you sign and return. Thanks.

GREG

Greg Playford

**PRESIDENT / BROKER****Devonshire Financial ( London ) Inc.****FISCO # 11314****484 Waterloo Street****London, Ontario N6B 2P6****OFFICE: 519.645.7711 CELL: 519.671.4885****FAX: 519.672.1012****EMAIL: [greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)****WEBSITE: [www.devonshirefinancial.com](http://www.devonshirefinancial.com)****Engagement letter - rental.pdf**

2012K

**Kern Kalideen** <kernkalideen@gmail.com>

Fri, Feb 28, 2020 at 11:14 AM

To: Greg Playford &lt;greg@devonshirefinancial.com&gt;

Cc: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

Greg,

Thanks and the Board is meeting tomorrow to approve. We are certainly very interested in the CMHC option maybe for the 2 phases. Will get back to you on Monday.

Thanks Kern

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**Marcus Pepe** <marcus@devonshirefinancial.com>

Fri, Feb 28, 2020 at 11:21 AM

To: Kern Kalideen <kernkalideen@gmail.com>, Greg Playford <greg@devonshirefinancial.com>

Thanks Kern. In the meantime, I will continue preparing for your application.

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**From:** Kern Kalideen <kernkalideen@gmail.com>

**Sent:** Friday, February 28, 2020 11:14 AM

**To:** Greg Playford <greg@devonshirefinancial.com>

**Cc:** Marcus Pepe <marcus@devonshirefinancial.com>

**Subject:** Re: CMHC Financing

[Quoted text hidden]

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**Kern Kalideen** <kernkalideen@gmail.com>

Fri, Feb 28, 2020 at 11:27 AM

To: Marcus Pepe <marcus@devonshirefinancial.com>

Cc: Greg Playford <greg@devonshirefinancial.com>

Please do. We potentially have 65% of our units as barrier free and accessible s we can achieve the highest points, and we feel we have already met the energy efficient standards in the current prioritization but trying to see if we can improve.

Thanks Kern

[Quoted text hidden]

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**Marcus Pepe** <marcus@devonshirefinancial.com>

Fri, Feb 28, 2020 at 11:29 AM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Greg Playford <greg@devonshirefinancial.com>

Do you know what % is designated exclusively as accessible?

---

**From:** Kern Kalideen <kernkalideen@gmail.com>

**Sent:** Friday, February 28, 2020 11:27 AM

**To:** Marcus Pepe <marcus@devonshirefinancial.com>

**Cc:** Greg Playford <greg@devonshirefinancial.com>

**Subject:** Re: CMHC Financing

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**Kern Kalideen** <kernkalideen@gmail.com>

Fri, Feb 28, 2020 at 11:32 AM

To: Marcus Pepe <marcus@devonshirefinancial.com>

Cc: Greg Playford <greg@devonshirefinancial.com>

65%

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KM K &lt;kernkalideen@gmail.com&gt;

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**Today's Conference Call - Global Ministry**

7 messages

**Nadia Lawrence** <Nadia.Lawrence@toronto.ca>

Wed, Mar 11, 2020 at 7:19 AM

To: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

Cc: Greg Playford &lt;greg@devonshirefinancial.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Good morning all,

I will check in with Valesa to confirm that she will be able to be on this morning's call as she has had a challenging meeting schedule of late.

I recall that one of you was planning on attending in person. I would suggest that we all aim to take this meeting as a call just in case.

I'll email you to confirm that we are still on as planned as soon as I check in.

Thanks,  
Nadia

Nadia Lawrence B.ES., BArch, OAA  
Housing Development Officer | Housing Secretariat  
City of Toronto, [55 John St., 7th Floor](#)  
Toronto, ON M5V 3C6  
Office: (416) 392-8798  
Mobile: (647) 207-5985 Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Date: 2020-03-09 11:43 AM (GMT-05:00)

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, 'Kern Kalideen' <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Subject: RE: Potential Affordable Housing - Global Ministry

Thanks all,

I will ask that Marzena, Valesa's assistant coordinate the invitations to be sent out to all of you.

Regards,

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6



Office: (416) 392-8798

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

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**From:** Kern Kalideen [mailto:[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)]

**Sent:** March 9, 2020 10:37 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

**Subject:** Re: Potential Affordable Housing - Global Ministry

Yes I am am available.

Sent from my iPhone

On Mar 9, 2020, at 10:34 AM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

Hi Nadia,

That time is good for me. A conference call is easiest as I am in London.

Kern can you confirm your availability as well?

Thanks.

Marcus Pepe

(519) 872-5027

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**From:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

**Sent:** Monday, March 9, 2020 8:50 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Subject:** RE: Potential Affordable Housing - Global Ministry

Good morning Marcus,

As mentioned below, Valesa's earliest availability for a call or meeting in our office is March 11<sup>th</sup> - 11:15am -12.15pm.

Please let us know if this works for you and if so, we'll send out an invite.

Thanks,

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Office: (416) 392-8798

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

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**From:** Nadia Lawrence

**Sent:** March 6, 2020 3:54 PM

**To:** 'marcus@devonshirefinancial.com' <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Subject:** Potential Affordable Housing - Global Ministry

Hello Marcus,

It was great speaking with you last. I hope that together we can move the potential for affordable housing on your site(s) in some capacity.

I don't recall if I had promised to send you these before setting up a meeting or not but to move things forward, attached are the Open Door Guidelines from last year's open RFP call for reference including the submission form criteria for reference. I've also attached our old Design Guidelines which are in the process of being updated and for reference only.

Please give me a call once you've had a chance to review this package. In the interim, I will be sending you Valesa's availability for a conference call or meeting, to determine whether your project is best directed through the Open Door call or another stream due to scale.

Have good day!

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer | Housing Secretariat

CITY OF TORONTO, 55 John St., 7th Floor, Toronto, ON M5V 3C6

Office: (416) 392-8798 | Mobile: (647) 207-5985 | Fax: 416-397-9155

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca) | Web: [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing)

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**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Wed, Mar 11, 2020 at 7:34 AM

To: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Cc: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Yes, I can call into the meeting.

Sent from my iPhone

On Mar 11, 2020, at 7:19 AM, Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)> wrote:

[Quoted text hidden]

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**Nadia Lawrence** <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Wed, Mar 11, 2020 at 10:58 AM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Hi all,

Quick update that Valesa is in the office in another meeting wrapping up. I'll email as soon as she's in so we can jump on the call.

[Quoted text hidden]

---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Wed, Mar 11, 2020 at 11:01 AM

To: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Excellent. Thanks Nadia.

---

**From:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

**Sent:** Wednesday, March 11, 2020 10:58 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; 'Kern Kalideen' <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Today's Conference Call - Global Ministry

[Quoted text hidden]

---

**Nadia Lawrence** <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Wed, Mar 11, 2020 at 11:03 AM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Ok Getting on the call now.

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Office: (416) 392-8798

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

[Quoted text hidden]

---

**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Wed, Mar 11, 2020 at 11:06 AM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

I will be on the call

Sent from my iPhone

On Mar 11, 2020, at 11:01 AM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

[Quoted text hidden]

---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

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To: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Cc: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

I will be as well.

---

**From:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Sent:** Wednesday, March 11, 2020 11:06 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

**Subject:** Re: Today's Conference Call - Global Ministry

[Quoted text hidden]





KM K &lt;kernkalideen@gmail.com&gt;

**RE: Trinity Ravine - Co-Investment Fund Application # 9799208**

11 messages

**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Thu, Jun 25, 2020 at 10:06 AM

To: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

Cc: Greg Playford &lt;greg@devonshirefinancial.com&gt;, "Tang, David" &lt;dtang@millerthomson.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;

Hello Marcus,

Hope all is well.

Just following up to see how your application resubmission is progressing. The City recently advised us that they are supportive of this project and are prepared to recommend that Council consider approving Open Door incentives in support of this development. However, confirmation of Open Door incentives will not happen before late September, subject to final approval by City Council.

In preparation for your resubmitted application, please use the updated Co-Investment Fund viability spreadsheet (attached). The last used was an older version.

Also, as a reminder, below are other items, and/or information, that were missing in the last submission:

- signed Integrity Declaration form;
- clarification on the residential versus commercial component and percentage in the project (included in the viability sheet as necessary);
- additional details on the targeted priority groups and number of units for this group;
- additional information on the "on-site support services" provided;
- the number of accessible units;
- the estimated start and completion dates for the project;
- clarification on the parcel of land; are there other buildings or encumbrances on it? was it subdivided etc.?

Let me know if you have any questions. Thank you.

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](#)

[www.cmhc.ca](http://www.cmhc.ca)

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-

**Affordable Housing: Our Passion. Our Commitment.**



Visit [cmhc-nhs.ca](https://cmhc-nhs.ca) | Visiter [schl-snl.ca](https://schl-snl.ca)

---

**From:** Anthony Adrien

**Sent:** May-07-20 12:00 PM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millertthomson.com](mailto:dtang@millertthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine - introduction to Anthony Adrien

Hi Marcus,

This will have to be a virtual call until the lock down is lifted. I can send a skype invite to everyone.

Will representatives from the City of Toronto be joining the call?

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](https://www.cmhc.ca)

[www.cmhc.ca](https://www.cmhc.ca)

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-

**Affordable Housing: Our Passion. Our Commitment.**



Visit [cmhc-nhs.ca](https://cmhc-nhs.ca) | Visiter [schl-snl.ca](https://schl-snl.ca)

---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Sent:** May-07-20 11:26 AM

**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>



**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millერთhompson.com](mailto:dtang@millერთhompson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Hi Anthony,

Tuesday at 10am works best for our team, and we look forward to discussing further.

Can you confirm location?

Marcus Pepe

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Sent:** Wednesday, May 6, 2020 12:10 PM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millერთhompson.com](mailto:dtang@millერთhompson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine - introduction to Anthony Adrien

Hi Marcus,

I am well, thank you. Hope you are too.

As requested, I am available next week on the follow dates & time.

Monday, May 11, any time after 1 pm;

Tuesday, May 12, between 10 am and 1 pm;

Thursday, May 14, between 10 am and 3 pm.

Let me know which one of these dates & time work for you. Thank you.

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

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---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
**Sent:** May-06-20 11:01 AM  
**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>  
**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Hi Anthony,

I hope all is well. We look forward to discussing the latest developments on this application with you and CMHC.

Could you please let us know your availability, and we will schedule a meeting accordingly.

Best regards,

Marcus Pepe

---

**From:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Sent:** Wednesday, May 6, 2020 7:41 AM  
**To:** Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>  
**Cc:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>  
**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Thanks Michele, we appreciate your help and speedy responses to our communication. We will contact Anthony to arrange a meeting.

Kern Kalideen

CEO -Global Kingdom Ministries / Trinity Ravine Community

(416)627-5753

On Tue, May 5, 2020 at 1:36 PM Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)> wrote:

Hi Marcus and team, I am writing to advise that your file will be transferred to my colleague Anthony Adrien. He can be reached at the email above, or by phone at (416) 605-9290.

Please reach out to him to schedule the meeting you require. He will be briefed on the file this afternoon.

Best,

m.

**Michele McMaster**

Acting Senior Manager,

Client Relationships and Operations

Client Solutions

[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

647-567-7197

70 York Street, 11<sup>th</sup> floor Toronto, ON

Canada Mortgage and Housing Corporation(CMHC)

[www.cmhc.ca](http://www.cmhc.ca)

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**Michèle McMaster**

Gestionnaire principal intérimaire,

Relations clients et opérations

Solutions client

[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

647-567-7197

70 York Street, 11<sup>th</sup> floor Toronto, ON

Canada Mortgage and Housing Corporation (CMHC)

[www.cmhc.ca](http://www.cmhc.ca)

#AplatirLaCourbe #ResterEnSanté

*Cette situation nous concerne tous.*

Voyez comment la SCHL aide les Canadiens durant la pandémie de COVID-19 : [schl.ca/covid-19](http://schl.ca/covid-19)

**From:** Michele McMaster**Sent:** April-29-20 3:29 PM**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>**Subject:** RE: Trinity Ravine

Hi Marcus,

Unfortunately, this week won't work – I need emergency dental surgery tomorrow (just what everyone wants in a pandemic!!)

I am assuming the acting regional manager role as of Friday, so will be transitioning Toronto files to a colleague. I will send you a note with contact details early next week. He is a seasoned specialist, so can step right in to work with you.

Best regards,

m.

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>**Sent:** April-28-20 1:02 PM

**To:** Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** Trinity Ravine

Hi Michele,

I hope all is well. Would you have time tomorrow or Thursday to conference with our development team? A few questions have come up in our planning.

Look forward to hearing from you.

Marcus Pepe

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 **nhs-co-invest-fund-viability-assessment-new-construction.xlsm**  
718K

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**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Thu, Jun 25, 2020 at 12:37 PM

To: Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, "Tang, David" <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Hi Anthony,

I hope all is well, and thank you for the follow-up. It is our intent to proceed with our Co-Investment application with support in principle from The City.

We will re-submit our application with updates since the first submission. In fact we have increased the total number of units to 605, which has increased the supply of both market and affordable housing, which we are thrilled about. Many of the required documents and third party consultant reports have been completed, and we should be in a position to resubmit next week.

Please let me know if you have any questions. Thanks.

Marcus Pepe

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Sent:** Thursday, June 25, 2020 10:06 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine - Co-Investment Fund Application # 9799208

[Quoted text hidden]

---

**Anthony Adrien** <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

Thu, Jun 25, 2020 at 12:42 PM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, "Tang, David" <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

That's great, Marcus.

Feel free to send me the new information, when you are ready, before we upload the new documents through the portal. Thank you.

[Quoted text hidden]  
[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>  
To: Marcus Pepe <marcus@devonshirefinancial.com>

Thu, Jun 25, 2020 at 5:18 PM

Marcus,  
Can you let me know which item you need me to work on? I can provide these

- additional information on the "on-site support services" provided;
- the number of accessible units;
- the estimated start and completion dates for the project;
- clarification on the parcel of land; are there other buildings or encumbrances on it? was it subdivided etc.?

[Quoted text hidden]

---

**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Kern Kalideen <kernkalideen@gmail.com>

Fri, Jun 26, 2020 at 10:00 AM

Hi Kern,

If you can focus on those one's that would be great. I should be able to get everything else organized. If this changes, or I need any clarification, I will let you know.

Marcus Pepe

---

**From:** Kern Kalideen <kernkalideen@gmail.com>  
**Sent:** Thursday, June 25, 2020 5:18 PM  
**To:** Marcus Pepe <marcus@devonshirefinancial.com>  
**Subject:** Re: Trinity Ravine - Co-Investment Fund Application # 9799208

[Quoted text hidden]

---

**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>  
Cc: Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Fri, Jul 10, 2020 at 12:33 PM

Hi Anthony,

I hope all is well. I am nearly complete the updated application in the portal, and we are ready to begin re-submitting all updated documents.

I recall you asking for some of the reports to be emailed direct. Please let me know if this is still the case, or if I should upload into the portal.

We couldn't be more excited to begin this application in partnership with both you and CMHC. Thanks again.

Marcus Pepe

---

**From:** Anthony Adrien <aadrien@cmhc-schl.gc.ca>  
**Sent:** Thursday, June 25, 2020 12:42 PM  
**To:** Marcus Pepe <marcus@devonshirefinancial.com>  
**Cc:** Greg Playford <greg@devonshirefinancial.com>; Tang, David <dtang@millerthomson.com>; Kern Kalideen <kernkalideen@gmail.com>  
**Subject:** RE: Trinity Ravine - Co-Investment Fund Application # 9799208

That's great, Marcus.

Feel free to send me the new information, when you are ready, before we upload the new documents through the portal. Thank you.

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

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Visit [cmhc-nhs.ca](http://cmhc-nhs.ca) | Visiter [schl-snl.ca](http://schl-snl.ca)

---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Sent:** June-25-20 12:38 PM

**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** Re: Trinity Ravine - Co-Investment Fund Application # 9799208

Hi Anthony,

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Please let me know if you have any questions. Thanks.

Marcus Pepe

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Sent:** Thursday, June 25, 2020 10:06 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine - Co-Investment Fund Application # 9799208

Hello Marcus,

Hope all is well.

Just following up to see how your application resubmission is progressing. The City recently advised us that they are supportive of this project and are prepared to recommend that Council consider approving Open Door incentives in support of this development. However, confirmation of Open Door incentives will not happen before late September, subject to final approval by City Council.

In preparation for your resubmitted application, please use the updated Co-Investment Fund viability spreadsheet (attached). The last used was an older version.

Also, as a reminder, below are other items, and/or information, that were missing in the last submission:

- signed Integrity Declaration form;
- clarification on the residential versus commercial component and percentage in the project (included in the viability sheet as necessary);
- additional details on the targeted priority groups and number of units for this group;

- additional information on the "on-site support services" provided;
- the number of accessible units;
- the estimated start and completion dates for the project;
- clarification on the parcel of land; are there other buildings or encumbrances on it? was it subdivided etc.?

Let me know if you have any questions. Thank you.

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

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Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](#)

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**Affordable Housing: Our Passion. Our Commitment.**



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---

**From:** Anthony Adrien

**Sent:** May-07-20 12:00 PM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine - introduction to Anthony Adrien

Hi Marcus,

This will have to be a virtual call until the lock down is lifted. I can send a skype invite to everyone. Will representatives from the City of Toronto be joining the call?

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

Ontario Multi-Unit Client Solutions

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

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---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Sent:** May-07-20 11:26 AM



**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>  
**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Hi Anthony,

Tuesday at 10am works best for our team, and we look forward to discussing further.

Can you confirm location?

Marcus Pepe

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>  
**Sent:** Wednesday, May 6, 2020 12:10 PM  
**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
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Regards,

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---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
**Sent:** May-06-20 11:01 AM  
**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>  
**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Hi Anthony,

I hope all is well. We look forward to discussing the latest developments on this application with you and CMHC.

Could you please let us know your availability, and we will schedule a meeting accordingly.

Best regards,

Marcus Pepe

---

**From:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Sent:** Wednesday, May 6, 2020 7:41 AM

**To:** Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>

**Cc:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** Re: Trinity Ravine - introduction to Anthony Adrien

Thanks Michele, we appreciate your help and speedy responses to our communication. We will contact Anthony to arrange a meeting.

Kern Kalideen  
CEO -Global Kingdom Ministries / Trinity Ravine Community  
(416)627-5753

On Tue, May 5, 2020 at 1:36 PM Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)> wrote:

Hi Marcus and team, I am writing to advise that your file will be transferred to my colleague Anthony Adrien. He can be reached at the email above, or by phone at (416) 605-9290.

Please reach out to him to schedule the meeting you require. He will be briefed on the file this afternoon.

Best,  
m.

**Michele McMaster**

Acting Senior Manager,  
Client Relationships and Operations  
Client Solutions  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)  
647-567-7197  
70 York Street, 11<sup>th</sup> floor Toronto, ON  
[Canada Mortgage and Housing Corporation\(CMHC\)](http://Canada Mortgage and Housing Corporation(CMHC))  
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**Michèle McMaster**

Gestionnaire principal intérimaire,  
Relations clients et opérations  
Solutions client  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)  
647-567-7197  
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---

**From:** Michele McMaster

**Sent:** April-29-20 3:29 PM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** RE: Trinity Ravine

Hi Marcus,

Unfortunately, this week won't work – I need emergency dental surgery tomorrow (just what everyone wants in a pandemic!!)

I am assuming the acting regional manager role as of Friday, so will be transitioning Toronto files to a colleague. I will send you a note with contact details early next week. He is a seasoned specialist, so can step right in to work with you.

Best regards,

m.

---

**From:** Marcus Pepe <marcus@devonshirefinancial.com>**Sent:** April-28-20 1:02 PM**To:** Michele McMaster <mmcmaste@cmhc-schl.gc.ca>**Cc:** Greg Playford <greg@devonshirefinancial.com>; Tang, David <dtang@millerthomson.com>; Kern Kalideen <kernkalideen@gmail.com>**Subject:** Trinity Ravine

Hi Michele,

I hope all is well. Would you have time tomorrow or Thursday to conference with our development team? A few questions have come up in our planning.

Look forward to hearing from you.

Marcus Pepe

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**2 attachments**

**image003.png**  
2K

**STRATÉGIE NATIONALE SUR LE LOGEMENT**
**image004.png**  
4K

---

**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Fri, Jul 10, 2020 at 12:46 PM

**To:** Marcus Pepe <marcus@devonshirefinancial.com>**Cc:** Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Exciting news indeed!

Please send the documents to me since the application is in “withdrawn” status. Once I’ve reviewed them, I will ask Financial Solutions (FS) to change the application status

to “additional information required”. This will allow me to upload the documents, through the portal, for FS to complete their assessment. Thank you.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Marcus Pepe

---

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Acting Senior Manager,

Client Relationships and Operations

Client Solutions

[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

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[Quoted text hidden]

---

**Marcus Pepe** <marcus@devonshirefinancial.com>

Fri, Jul 10, 2020 at 12:51 PM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

I've gone ahead and started a new application as many things have changed, including an additional 40 units. The application/reference number is 3897680.

I will begin forwarding the documents I have to date. We are awaiting a refresher on the efficiency report, as it was only completed on the 565 units.

Thanks again.

Marcus Pepe

---

**From:** Anthony Adrien <aadrien@cmhc-schl.gc.ca>

**Sent:** Friday, July 10, 2020 12:46 PM

**To:** Marcus Pepe <marcus@devonshirefinancial.com>

**Cc:** Greg Playford <greg@devonshirefinancial.com>; Kern Kalideen <kernkalideen@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

---

**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Fri, Jul 10, 2020 at 1:02 PM

To: Marcus Pepe <marcus@devonshirefinancial.com>

Cc: Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Noted. Let me know once all the documents are uploaded, so that I may take a look, before you hit the submit button. Thank you.

[Quoted text hidden]

[Quoted text hidden]

---

**Marcus Pepe** <marcus@devonshirefinancial.com>

Fri, Jul 10, 2020 at 3:23 PM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Hi Anthony,

I have included most of the files to date in Drop-Box and shared access with you.

Included is the following:

- Global Kingdom Ministries - Corporate and board summary, as well as financial statements back to 2015. 2019 Financial statements are separate but included.

- Golder Geotech

- Golder phase I & II ESA

- Golder Hydrogeological Assessment



- Golder insurance information
- Site plans and parking
- All planning reports and approvals including SPA, Section 37 Agreement and amendment to planning for the additional 40 units - which I believe we are in the process of a minor variance - Kern can confirm.
- Development Schedule
- Final Project Drawings (605 units)
- Updated Viability on the latest 2019 form - Please reference the SVN report for Rent Roll & not the Rent Roll in the form.
- Maple Reinders Accessibility Report
- SVN Advisors Market Report
- SVN Advisors Rent Roll - Please note that we have applied a 4% rental increase for 2022 occupancy at their suggestion.
- Signed Integrity Declaration
- Summary of Commercial Space and Supports
- Letter of Counsellor support from Mitzie Hunter MPP for Scarborough-Guildwood
- Global Kingdom Ministries Letters Patent
- Maple Reinders - Summary of Development History
- Project Development Schedule

Our Environmental efficiency report was completed based on the 565 units. We anticipate an updated copy next week. Also we are waiting on the final copy of the budget - however our viability reflects current pricing. This will be in your possession next week as well. Please review and let me know when we are in good shape to re-submit the application. I am about 98% done the write ups and answers.

Thanks again for your assistance. Please let us know if there is anything we can do to help expedite.

Marcus Pepe  
(519) 872-5027

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Sent:** Friday, July 10, 2020 1:02 PM

[Quoted text hidden]

[Quoted text hidden]

---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Mon, Jul 13, 2020 at 10:34 AM

To: Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Hi Anthony,

I hope you had a good weekend. Attached is the latest up to date budget information for TRC. Please confirm that you have been able to access the dropbox information.

Thanks again.

Marcus Pepe

---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Sent:** Friday, July 10, 2020 3:23 PM

[Quoted text hidden]

[Quoted text hidden]

---

 **FINAL - Budget and Cash Flows Steering Comittee.xlsx**  
170K





KM K &lt;kernkalideen@gmail.com&gt;

---

**FW: Global Kingdom Ministry - Trinity Ravine Development**

5 messages

**Nadia Lawrence** <Nadia.Lawrence@toronto.ca>

Mon, Aug 17, 2020 at 2:56 PM

To: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;

Hi Marcus, Kern and Greg,

It was good speaking to you this morning.

As promised, please find below a copy of the email to CMHC confirming our support in principle as requested. After discussing the concerns mentioned with Valesa, I am confirming that the below email provided to CMHC should be sufficient for their purposes, as we work towards bringing a report to Council for approval in late September.

Please let me know if the below email is also sufficient for your Board's purposes. We are happy to forward a copy of the staff report once it is made public.

I'll reach out to Marcus with a few design/other questions related to the Business Case as detail may be needed to be added to the report.

I will also be in touch as soon as our incentive budgets are being reviewed in detail to ensure that we are reflecting our best estimate possible.

Thanks,

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

---

**From:** Valesa Faria**Sent:** June 24, 2020 11:11 PM**To:** 'Anthony Adrien' <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>

**Cc:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

**Subject:** Global Kingdom Ministry - Trinity Ravine Development

Hello Michele and Anthony,

Hope all is well. I wanted to advise that the Housing Secretariat has been in discussions with Global Kingdom Ministry with respect to the proposed Trinity Ravine Development.

The Housing Secretariat is supportive of this project as it meets various City objectives including increasing the supply of much-needed affordable rental housing. As such, our team is prepared to recommend that City Council consider approving Open Door incentives to support this development.

Confirmation of Open Door incentives will be provided in late September, subject to final approval by Toronto City Council.

In the interim, I hope this email will allow Trinity's application to be submitted for consideration under the Co-investment Fund.

Kindly advise if you need anything else from my end.

Regards,

**Valesa Faria** | Acting Director, Housing Secretariat

City of Toronto | Housing Secretariat

Metro Hall, 7th Floor | 55 John Street | Toronto, ON. | M5V 3C6

T: (416) 392.0602 | M: (647) 273.9739 | E: [valesa.faria@toronto.ca](mailto:valesa.faria@toronto.ca)

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---

**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Mon, Aug 17, 2020 at 2:58 PM

To: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

Cc: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, "Tang, David" <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>, Rod Gay <[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca)>

Thanks Nadia. This is much appreciated.

[Quoted text hidden]

**Marcus Pepe** <marcus@devonshirefinancial.com>  
To: Nadia Lawrence <Nadia.Lawrence@toronto.ca>  
Cc: Kern Kalideen <kernkalideen@gmail.com>

Hi Nadia,

Anytime Friday morning works well for me. Can you send the invite?

Thanks.

Marcus Pepe

---

**From:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>  
**Sent:** Tuesday, August 18, 2020 11:51 AM  
**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
**Subject:** RE: Global Kingdom Ministry - Trinity Ravine Development

Hi Marcus,

Just reaching out to see if we can set aside time for a call to discuss the few items mentioned below as we add detail to the report.

My afternoons from Wednesday to Friday are flexible at the moment. Just let me know and I'll send you an invite.

Thanks,

Nadia

**Nadia Lawrence** [B.ES.](#), BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

[Quoted text hidden]

---

**Nadia Lawrence** <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>  
To: Marcus Pepe <marcus@devonshirefinancial.com>  
Cc: Kern Kalideen <kernkalideen@gmail.com>

Wed, Aug 19, 2020 at 8:16 AM

Sounds good Marcus,

Please let me know if the invite should be extended to Kern/others as well. I have a few questions on the consultant team, design/accessibility approach and rents. We could also discuss the initial incentive calculation being used.

Thanks,

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

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---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
To: Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>  
Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Wed, Aug 19, 2020 at 9:13 AM

Hi Nadia,

Please include Kern. He has more knowledge of the planning aspects of the project. Also he reports to his board.

Thanks Nadia.

Marcus Pepe

---

**From:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>  
**Sent:** Wednesday, August 19, 2020 8:16 AM  
**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

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[Quoted text hidden]







KM K &lt;kernkalideen@gmail.com&gt;

## Introduction - Options for Homes and Trinity Ravine

9 messages

**Michele McMaster** <mmcmaste@cmhc-schl.gc.ca>

Thu, Sep 17, 2020 at 3:10 PM

To: Daniel Ger &lt;danielger@gmail.com&gt;, "kernkalideen@gmail.com" &lt;kernkalideen@gmail.com&gt;

Cc: Anthony Adrien &lt;aadrien@cmhc-schl.gc.ca&gt;, "marcus@devonshirefinancial.com" &lt;marcus@devonshirefinancial.com&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;

Hi Dan, I'm writing to introduce you to Kern Kalideen, CEO of Global Kingdom Ministries. He has a site in Scarborough, Trinity Ravine, that is zoned to build a 605-unit, two-tower building on a podium. Final approvals of a slight increase in the unit count and possible reduction in parking are expected in a month.

The project was originally conceived of as a life lease, and there is a 400+ base of depositors. Now it is going to be one affordable rental seniors tower with the second tower possibly being an affordable condo. The life lease depositors might be amenable to an affordable condominium.

Global Kingdom Ministries is a strong service provider in Scarborough, and Valesa is supporting this project, assuming we can get it to work.

Kern will reach out to schedule a conversation to explore the possibility of Options being engaged as a development consultant for the project, and/or a partner if the condominium idea proceeds.

Kern – Dan is the Chief Development Officer for Options for Homes.

Best regards to you both,

m.

**Michele McMaster**

Senior Specialist, Multi-Unit  
Client Solutions

Ontario Business Centre  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)  
647-567-7197

70 York Street, 11<sup>th</sup> Floor,  
Toronto, ON  
Canada Mortgage and  
Housing Corporation  
(CMHC)  
[www.cmhc.ca](http://www.cmhc.ca)

**Michele McMaster**

Spécialiste principal,

Solutions de logement,  
Immeubles collectifs

Centre d'affaires de l'Ontario  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

647-567-7197

70 York Street, 11<sup>ème</sup>  
étage, Toronto, ON  
Société canadienne  
d'hypothèques et de  
logement (SCHL)  
[www.schl.ca](http://www.schl.ca)



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---

**Daniel Ger** <danielger@gmail.com>

Thu, Sep 17, 2020 at 3:18 PM

To: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Cc: Anthony Adrien <aadrien@cmhc-schl.gc.ca>, Daniel Ger <danielg@optionsforhomes.ca>, Greg Playford <greg@devonshirefinancial.com>, "kernkalideen@gmail.com" <kernkalideen@gmail.com>, "marcus@devonshirefinancial.com" <marcus@devonshirefinancial.com>

Thank you, Michelle. Kern, I look forward to chatting with you. I've included by business email address on this email thread, and my cell phone is 416-802-2982.

Best regards,  
Dan.

On Thu, Sep 17, 2020 at 3:10 PM Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)> wrote:

Hi Dan, I'm writing to introduce you to Kern Kalideen, CEO of Global Kingdom Ministries. He has a site in Scarborough, Trinity Ravine, that is zoned to build a 605-unit, two-tower building on a podium. Final approvals of a slight increase in the unit count and possible reduction in parking are expected in a month.

The project was originally conceived of as a life lease, and there is a 400+ base of depositors. Now it is going to be one affordable rental seniors tower with the second tower possibly being an affordable condo. The life lease depositors might be amenable to an affordable condominium.

Global Kingdom Ministries is a strong service provider in Scarborough, and Valesa is supporting this project, assuming we can get it to work.

Kern will reach out to schedule a conversation to explore the possibility of Options being engaged as a development consultant for the project, and/or a partner if the condominium idea proceeds.

Kern – Dan is the Chief Development Officer for Options for Homes.

Best regards to you both,

m.

<b>Michele McMaster</b>	<b>Michele McMaster</b>
Senior Specialist, Multi-Unit Client Solutions	Spécialiste principal,
Ontario Business Centre	Solutions de logement, Immeubles collectifs
<a href="mailto:michele.mcmaster@cmhc.ca">michele.mcmaster@cmhc.ca</a>	Centre d'affaires de l'Ontario
647-567-7197	<a href="mailto:michele.mcmaster@cmhc.ca">michele.mcmaster@cmhc.ca</a>
<a href="#">70 York Street</a> , 11 <sup>th</sup> Floor, Toronto, ON	647-567-7197
Canada Mortgage and Housing Corporation (CMHC)	<a href="#">70 York Street</a> , 11 <sup>ième</sup> étage, Toronto, ON
<a href="http://www.cmhc.ca">www.cmhc.ca</a>	Société canadienne d'hypothèques et de logement (SCHL)
	<a href="http://www.schl.ca">www.schl.ca</a>



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---

**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Sep 17, 2020 at 4:00 PM

To: Daniel Ger <danielger@gmail.com>

Cc: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Anthony Adrien <aadrien@cmhc-schl.gc.ca>, Daniel Ger <danielg@optionsforhomes.ca>, Greg Playford <greg@devonshirefinancial.com>, "marcus@devonshirefinancial.com" <marcus@devonshirefinancial.com>

Daniel and I will meet on Monday to discuss.

Thanks everyone for the call today and we will push ahead and try to make this work.

Thanks Kern

[Quoted text hidden]

---

**Daniel Ger** <danielg@optionsforhomes.ca>

Thu, Sep 17, 2020 at 4:19 PM

To: Kern Kalideen <kernkalideen@gmail.com>, Daniel Ger <danielger@gmail.com>, Heather Tremain <heathert@optionsforhomes.ca>

Cc: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Anthony Adrien <aadrien@cmhc-schl.gc.ca>, Greg Playford <greg@devonshirefinancial.com>, "marcus@devonshirefinancial.com" <marcus@devonshirefinancial.com>

Thanks, Kern. Looping in Heather Tremain (CEO) as well. We'd be pleased to meet virtually to discuss further.  
Thanks,  
Dan.

Daniel Ger  
Chief Development Officer  
Options for Homes  
416-867-1501 ext.244

---

**From:** Kern Kalideen <kernkalideen@gmail.com>

**Sent:** Thursday, September 17, 2020 4:00:58 PM

**To:** Daniel Ger <danielger@gmail.com>

**Cc:** Michele McMaster <mmcmaste@cmhc-schl.gc.ca>; Anthony Adrien <aadrien@cmhc-schl.gc.ca>; Daniel Ger <danielg@optionsforhomes.ca>; Greg Playford <greg@devonshirefinancial.com>;  
marcus@devonshirefinancial.com <marcus@devonshirefinancial.com>

**Subject:** Re: Introduction - Options for Homes and Trinity Ravine

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**Kern Kalideen** <kernkalideen@gmail.com>

Tue, Sep 22, 2020 at 7:52 PM

To: Daniel Ger <danielg@optionsforhomes.ca>, Heather Tremain <heathert@optionsforhomes.ca>, Daniel Ger <danielger@gmail.com>

Daniel / Heather,  
Can we do a zoom call this week?  
Wednesday after 3pm  
Thursday 9am or after 3pm  
Friday morning before 10:30 am  
I can set it up.  
Thanks Kern

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Sep 24, 2020 at 11:45 AM

To: Daniel Ger <danielg@optionsforhomes.ca>, Heather Tremain <heathert@optionsforhomes.ca>, Daniel Ger <danielger@gmail.com>

Hi Daniel / Heather,  
Are there any dates your both are available?

Thanks Kern

[Quoted text hidden]

---

**Daniel Ger** <danielg@optionsforhomes.ca>

Thu, Sep 24, 2020 at 11:50 AM

To: Kern Kalideen <kernkalideen@gmail.com>, Heather Tremain <heathert@optionsforhomes.ca>, Daniel Ger <danielger@gmail.com>, Helga Leitner <HelgaL@optionsforhomes.ca>

Helga can you assist?  
Dan

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---

**From:** Kern Kalideen <kernkalideen@gmail.com>

**Sent:** Thursday, September 24, 2020 11:45:07 AM

**To:** Daniel Ger <danielg@optionsforhomes.ca>; Heather Tremain <heathert@optionsforhomes.ca>; Daniel Ger

<danielger@gmail.com>

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**Helga Leitner** <HelgaL@optionsforhomes.ca>

Thu, Sep 24, 2020 at 12:34 PM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Daniel Ger <danielg@optionsforhomes.ca>, Heather Tremain <heathert@optionsforhomes.ca>

Hello Kern,

Heather and Dan would be available for a call on Tuesday, September 29<sup>th</sup> at 11:00 am or Wednesday, September 30<sup>th</sup> at 3:30 pm. Please let me know if either of these days might work for as well.

Kindest regards,

Helga Leitner

Executive Assistant

T: 416-867-1501 ext. 231

[optionsforhomes.ca](http://optionsforhomes.ca)

468 Queen St. E., Suite 310, Toronto, ON



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**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Sep 24, 2020 at 4:13 PM

To: Helga Leitner <HelgaL@optionsforhomes.ca>

Cc: Daniel Ger <danielg@optionsforhomes.ca>, Heather Tremain <heathert@optionsforhomes.ca>

Wednesday September 30th at 3:30 pm works best.

Sent from my iPhone

On Sep 24, 2020, at 12:34 PM, Helga Leitner <[HelgaL@optionsforhomes.ca](mailto:HelgaL@optionsforhomes.ca)> wrote:

Hello Kern,

Heather and Dan would be available for a call on Tuesday, September 29<sup>th</sup> at 11:00 am or Wednesday, September 30<sup>th</sup> at 3:30 pm. Please let me know if either of these days might work for as well.

Kindest regards,

Helga Leitner

Executive Assistant

T: 416-867-1501 ext. 231

[optionsforhomes.ca](http://optionsforhomes.ca)

468 Queen St. E., Suite 310, Toronto, ON

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**Michele McMaster**

Senior Specialist, Multi-Unit  
Client Solutions

Ontario Business Centre

[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

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Toronto, ON

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[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

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KM K &lt;kernkalideen@gmail.com&gt;

---

**Conference Call with CMHC**

3 messages

**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Thu, Sep 24, 2020 at 11:40 AM

To: Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Martin Glynn &lt;mglynn@glynnngroup.ca&gt;

Cc: Michele McMaster &lt;mmcmaste@cmhc-schl.gc.ca&gt;

Thank you, Kern, and hello, Martin.

Michele and I are available at either 4:30 PM today or 12 Noon tomorrow, Friday.  
Please let me know your preference and I will send out a Skype calendar invite to you both.

Thank you.

Regards,

**Anthony Adrien, BA****Specialist, Multi-Unit Solutions****Ontario Multi-Unit Client Solutions**[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](#)[www.cmhc.ca](http://www.cmhc.ca)**#FlattenTheCurve #StayHealthy*****We are in this together.***See how CMHC is supporting Canadians during the COVID-19 pandemic: [cmhc.ca/covid-19](http://cmhc.ca/covid-19)

-

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**From:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Sent:** September-24-20 11:04 AM

**To:** Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Martin Glynn <[mglynn@glynnngroup.ca](mailto:mglynn@glynnngroup.ca)>; Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Subject:** Re: Michele McMaster's contact information

Michele and Anthony,

I am introducing you to Martin Glynn from the Glynn Group who has been the cost consultant on our file and knows the numbers. He wants to speak directly with you guys since we have gone through the budget and have a reduction on the cost per door. He needs some clarity on some of your comments. We all want this to happen as soon as possible. He is copied on this email.

Martin Glynn

---

[1300 Cornwall Rd Unit 104, Oakville, ON L6J 7W5](#)

**Phone:** (905) 815-0102

Thanks Kern

(416)627-5753

On Tue, Sep 22, 2020 at 3:26 PM Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)> wrote:

Hi Kern, as requested, here is my contact information. Good luck with your cost review, and Anthony and I are eager to hear how your conversation goes with Options for Homes.

Best,

m

**Michele McMaster**

Senior Specialist, Multi-Unit  
Client Solutions

Ontario Business Centre  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)  
647-567-7197

[70 York Street](#), 11<sup>th</sup> Floor,  
Toronto, ON  
Canada Mortgage and  
Housing Corporation  
(CMHC)  
[www.cmhc.ca](http://www.cmhc.ca)

**Michele McMaster**

Spécialiste principal,

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Centre d'affaires de l'Ontario  
[michele.mcmaster@cmhc.ca](mailto:michele.mcmaster@cmhc.ca)

647-567-7197

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---

**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Sep 24, 2020 at 11:50 AM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Martin Glynn <mglynn@glynnngroup.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Martin and I are ok with 4:30 today. Can you send the invite.

Thanks Kern

[Quoted text hidden]

---

**Martin Glynn** <mglynn@glynnngroup.ca>

Thu, Sep 24, 2020 at 11:51 AM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>, Kern Kalideen <kernkalideen@gmail.com>

Cc: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Anthony / Michele,

Nice to meet you.

Happy to have a chat today at 4.30pm. I am planning to put together an updated budget and cashflow over the next few days and wanted to make sure that we are on the same page regarding equity requirements, fees, interest rates....etc.... with CMHC.

Regards,

Martin Glynn, MRICS

President





1300 Cornwall Road

Unit 104

Oakville, Ontario

L6J 7W5

T: 905.815.0102 Ext 21

F: 905.815.0105

E: [mglynn@glynngroup.ca](mailto:mglynn@glynngroup.ca)

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Thank you in advance for your assistance and support in this regard.

Visit us online at [www.glynngroup.ca](http://www.glynngroup.ca)

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KM K &lt;kernkalideen@gmail.com&gt;

## Trinity Ravine Community

22 messages

**Marcus Pepe** <marcus@devonshirefinancial.com>

Wed, Dec 9, 2020 at 4:06 PM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Cathie Antonissen <cathie@lcf.on.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Good Afternoon Anthony,

Thanks again for your time last night and this morning. I think it is important to provide a clear picture of Trinity Ravine Community, and the direction moving forward. I think it will be important to highlight they key Co-Investment criteria, and steps taken to overcome the concerns initially proposed. As discussed, I will work to submit the application in the December intake period, with hopes to get it to you Friday.

### Here are some of the key updates:

- Confirmation of projected operating expenses and 5 year projections from Sterling Karamar - These have been included in our operating pro-forma, as well as standard CMHC Co-Investment underwriting.
- Confirmation of total project budget by Glynn Group.
- Confirmation of Open Doors partnership and City of Toronto Municipal Contribution - with an affordability agreement for 40+ years, as well as further MP support.
- Confirmation of hard costs with 85% confirmed fixed.
- Confirmation of a Financing partner in First National with high level intent to lend (approx.) \$178,000,000 subject to CMHC Co-Investment support.
- Reduced equity request from CMHC to \$150,000 per door.
- Confirmed equity position of both Trinity Ravine/ Global Kingdom Ministries
- Willingness to partner with an experienced property housing manager such as Greenwin or Del (Tridel) at CMHC/ First Nationals Request
- Confirmation of building efficiency exceeding minimum standards at 26-40% reduction.
- Confirmation of the highest accessibility standards, with full (605) universally designed units/ common areas, and over 21% barrier free.
- Confirmation of the highest affordability percentage with over 50% of units dedicated to rent levels below 80% of the area Median Market Rent. These rents will be deemed more affordable as the new CMHC survey is due out in January with expected rental rate increases.

### Attached is the following:

- Current Viability spreadsheet factoring in Co-Investment & First National partnership. Please note, an additional 1% interest rate buffer to the First National proposal has also been included.
- Confirmation of First National Flex Financing proposal/ underwriting for \$178,023,851.
- Maple Reinders confirmation of 85% fixed price contracts.
- Trinity Ravine Efficiency report.
- Trinity Ravine Accessibility report
- Glynn Group confirmation of equity position for 1256 Markham Rd.
- Global Kingdom Ministries summary of financial position
- Available upon request is the finalized Glynn report, as well as the SVN Market Rental Survey confirming our market rents.

This will be a legacy project for each of us involved, and a project that will provide much needed long-term affordable housing relief for over 300 families and/or individuals across the GTA. It would be a complete shame for this site to be another luxury condominium and we should remind ourselves that we are all pulling the same rope here with the same common goal - so if there is anything else we can do to make your work easier or more efficient, please let us know.

Thank you.

Marcus Pepe

---

**7 attachments**

-  **Trinity Ravine Community - Viability Summary - Nov 3 2020.pdf**  
159K
-  **Trinity Ravine Community - Income Analysis (1).pdf**  
182K
-  **Trinity Ravine Community - Fixed Price Contract Summary List.pdf**  
152K
-  **Trinity Ravine Community - Energy Efficiency Modeling Report.pdf**  
274K
-  **Trinity Ravine Community - Accessibility Report.pdf**  
810K
-  **Global Kingdom Ministries - Equity Position.pdf**  
562K
-  **Global Kingdom Minsitries - Financial Position Dec. 2020.pdf**  
40K

---

**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Wed, Dec 9, 2020 at 6:06 PM

To: Marcus Pepe <marcus@devonshirefinancial.com>

Cc: Cathie Antonissen <cathie@lcf.on.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

Thank you, Marcus.

Please confirm which application number you will be submitting: 3897680 or 9799208?

I suggest you use reference # 3897680 since this was your most recent submission.

Once you confirm the application #, I will have the other one cancelled.

Regards,

**Anthony Adrien, BA**

Specialist, Multi-Unit Solutions

**Ontario Multi-Unit Client Solutions**[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](#)[www.cmhc.ca](http://www.cmhc.ca)**#FlattenTheCurve #StayHealthy***We are in this together.*See how CMHC is supporting Canadians during the COVID-19 pandemic: [cmhc.ca/covid-19](https://cmhc.ca/covid-19)

-

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**Anthony Adrien** <aadrien@cmhc-schl.gc.ca>

Thu, Dec 10, 2020 at 11:34 AM

To: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;

Cc: Cathie Antonissen &lt;cathie@lcf.on.ca&gt;, Michele McMaster &lt;mmcmaste@cmhc-schl.gc.ca&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Claire-Anne Bundy &lt;cbundy@cmhc-schl.gc.ca&gt;, Roy Li &lt;yyli@cmhc-schl.gc.ca&gt;, Daniel Bragagnolo &lt;danbragagnolo@gmail.com&gt;, Jimmy Wang &lt;jwang@cmhc-schl.gc.ca&gt;

Hi Marcus,

As per my voice mail, I have now had a chance to review the documentation you sent yesterday and unfortunately, it simply supports the position discussed on the Tuesday December 8 call. As we advised on that call, despite the project's significant merit for the community, the serious financial concerns raised on our July 23<sup>rd</sup> call have not been addressed and they will need to be, in order for CMHC to be able to support a Co-investment Fund application. In summary here are our main concerns:

- 1) Total project costs. At our last meeting, we understood you were going to engage a cost consultant to determine how changes could be made to the building finishes and design to lower costs. Yesterday, however, we learned the cost consultant has revised the estimate upwards, from \$290 M to \$306 M.

2) Lack of net worth and liquid cash. As you know from your previous applications for other clients, CMHC requires full recourse to the project and the borrower until the rent up and stabilization. So you would need an equity partner to back you up because you don't have sufficient equity to cover the cost of the over \$300 M construction. Additionally, while Co-Investment can allow some latitude in precise percentages, we would look for about \$15-20 million in liquid money, to cover any mismatch in funding and expenditures during the construction cycle.

3) Timing. When your project as previously submitted did not meet the program standard for Co-Investment, we could not underwrite it, because the deal didn't meet our underwriting criteria. That was when we met to advise what was needed to strengthen the financial position of the project. At this point, if all our underwriting requirements were met now, there is not enough time to complete all the underwriting by the March 2021 expiry date of your tendered prices. This is a large and complex file and will need to be underwritten by Co-Investment, by your other lender, and by CMHC's Mortgage Loan Insurance. Once all underwriting is satisfied, the deal would have to go to CMHC's Credit Committee for final assessment.

4) Addition of another lender. We are supportive of the addition of another lender to this project, with the understanding that they would provide approximately \$175 M to the Co-Investment Fund's \$90 M. We will have to negotiate the loan security position with your lender, but that should be manageable, as the Co-Investment Fund allows for our loan to be pari passu or in 2<sup>nd</sup> position. The costs of additional debt will need to be assessed in relation to the detailed cash flow statement, in order to ensure the project is indeed sustainable.

5) I have also reviewed the latest Co-Investment Fund viability spreadsheet submitted yesterday. Some minor adjustments will have to be made. However, I am mainly concerned that you are using SVN projected rents at occupancy for the 302 market units. CMHC does not allow the use of projected rents. A detailed breakdown of the current market rents for all unit types will be required.

In sum, we feel there is still quite a bit of work to be done on the project before you submit an application. I look forward to working with you on it. As I advised on our call, I will be away from December 11-24. Should you wish to discuss this application during my absence, my colleague Roy Li, copied on this note, has been fully briefed. If not, I will certainly follow up with you upon my return.

Regards,

**Anthony Adrien, BA**

**Specialist, Multi-Unit Solutions**

**Ontario Multi-Unit Client Solutions**

[aadrien@cmhc.ca](mailto:aadrien@cmhc.ca)

Telephone: 416 605-9290

Facsimile: 416 250-2733

100 Sheppard Ave E, Suite 300, North York, ON, M2N 6Z1

[Canada Mortgage and Housing Corporation \(CMHC\)](#)

[www.cmhc.ca](http://www.cmhc.ca)

**#FlattenTheCurve #StayHealthy**

*We are in this together.*

See how CMHC is supporting Canadians during the COVID-19 pandemic: [cmhc.ca/covid-19](https://cmhc.ca/covid-19)

**Affordable Housing: Our Passion. Our Commitment.**



Visit [cmhc-nhs.ca](https://cmhc-nhs.ca) | Visiter [schl-snl.ca](https://schl-snl.ca)

---

**From:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Sent:** December-09-20 4:06 PM

**To:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Cc:** Cathie Antonissen <[cathie@lcf.on.ca](mailto:cathie@lcf.on.ca)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Subject:** Trinity Ravine Community

Good Afternoon Anthony,

[Quoted text hidden]

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---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Thu, Dec 10, 2020 at 12:12 PM

To: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Cc: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Daniel Bragagnolo <[danbragagnolo@gmail.com](mailto:danbragagnolo@gmail.com)>

Gentlemen,

Can we setup a call to discuss?

Marcus

---

**From:** Anthony Adrien <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>

**Sent:** December 10, 2020 11:34 AM

**To:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

**Cc:** Cathie Antonissen <[cathie@lcf.on.ca](mailto:cathie@lcf.on.ca)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>; Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Claire-Anne Bundy <[cbundy@cmhc-schl.gc.ca](mailto:cbundy@cmhc-schl.gc.ca)>; Roy Li <[yyli@cmhc-schl.gc.ca](mailto:yyli@cmhc-schl.gc.ca)>; Daniel Bragagnolo <[danbragagnolo@gmail.com](mailto:danbragagnolo@gmail.com)>; Jimmy Wang <[jwang@cmhc-schl.gc.ca](mailto:jwang@cmhc-schl.gc.ca)>

**Subject:** RE: Trinity Ravine Community



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---

**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Dec 10, 2020 at 5:30 PM

To: Marcus Pepe <marcus@devonshirefinancial.com>

Cc: Greg Playford <greg@devonshirefinancial.com>, Daniel Bragagnolo <danbragagnolo@gmail.com>

I am available anytime.

Thanks Kern

Sent from my iPhone

On Dec 10, 2020, at 12:12 PM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

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[Quoted text hidden]

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<image002.png>

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[Quoted text hidden]

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**Daniel Bragagnolo** <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>

Thu, Dec 10, 2020 at 5:37 PM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Marcus Pepe <marcus@devonshirefinancial.com>, Greg Playford <greg@devonshirefinancial.com>

How about Monday afternoon?

**Daniel Bragagnolo | Assistant Vice-President, Commercial Financing**

**First National Financial LP**

100 University Ave, Suite 700, North Tower | Toronto, Ontario M5J 1V6

T: 416-597-5460 | C: 647-465-8524

[daniel.bragagnolo@firstnational.ca](mailto:daniel.bragagnolo@firstnational.ca) | [firstnational.ca](http://firstnational.ca)



[cid:image002.jpg@01D4B7B5.4CB10460](#)[cid:image005.png@01D4B7B5.4CB10460](#)



[cid:image006.jpg@01D4B7B5.4CB10460](#)

On Dec 10, 2020, at 5:30 PM, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)> wrote:

I am available anytime.

[Quoted text hidden]

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---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Thu, Dec 10, 2020 at 5:40 PM

To: Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Cc: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Works for me. Daniel can you send out an invite?

---

**From:** Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>

**Sent:** December 10, 2020 5:37 PM

**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

**Cc:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

**Subject:** Re: Trinity Ravine Community

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**Greg Playford** <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Thu, Dec 10, 2020 at 5:42 PM

To: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Cc: Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

I am good with that

Greg

On Dec 10, 2020, at 2:40 PM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

Works for me. Daniel can you send out an invite?

[Quoted text hidden]

---

**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Thu, Dec 10, 2020 at 5:51 PM

To: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Cc: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>, Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>

I am available.

Sent from my iPhone

On Dec 10, 2020, at 5:42 PM, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)> wrote:

[Quoted text hidden]

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**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>

Thu, Dec 10, 2020 at 8:47 PM

To: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Cc: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>, Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>

Given Anthony's comment - maybe finding an equity backup would be appropriate.

Thanks Kern

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Dec 10, 2020 at 9:22 PM

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Marcus Pepe <marcus@devonshirefinancial.com>, Cathie Antonissen <cathie@lcf.on.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Greg Playford <greg@devonshirefinancial.com>, Claire-Anne Bundy <cbundy@cmhc-schl.gc.ca>, Roy Li <yyli@cmhc-schl.gc.ca>, Daniel Bragagnolo <danbragagnolo@gmail.com>, Jimmy Wang <jwang@cmhc-schl.gc.ca>

Anthony thanks for your email. At our meeting on September 17th, CMHC's position was not clearly articulated. We got bits and pieces of information so we were floundering around in the dark as to how best address your concerns. At least now we have key points of concern in writing which is very helpful. We are working to address the points raised would probably need to meet with Michelle and Claire in your absence to see if we are on the right track. Our Board needs to get an understanding of the degree of probability that the project would be approved and if not - then other decisions need to be made. Needless to say, for a charitable organization we have invested significant sums in the project and need to get certainty as soon as possible. Our goal to build a community, is still the mission and vision of the organization, and we appreciate your guidance and help through this process.

Thanks again.

Kern Kalideen  
CEO - Trinity Ravine Community  
(416) 627-5753

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**Greg Playford** <greg@devonshirefinancial.com>

Thu, Dec 10, 2020 at 9:28 PM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Marcus Pepe <marcus@devonshirefinancial.com>, Daniel Bragagnolo <Daniel.Bragagnolo@firstnational.ca>

Yea I agree Kern. I think CMHC needs to know that you have sought out cost savings. This is a tough year for construction pricing and preserving your fixed pricing is important. Also some support for the market rents. Michelle mentioned current rents, not on completion are used. New CMHC data in a few weeks will be supportive. Dan is looking into equity backstop

Greg

On Dec 10, 2020, at 5:47 PM, Kern Kalideen <kernkalideen@gmail.com> wrote:

[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Fri, Dec 11, 2020 at 6:40 AM

To: Jeff Murva <jeffmurva@gmail.com>, Tom Lodu <tomlodu@trinityravine.com>

Cc: Bob Johnston <bjohnston@globalkingdom.ca>

Jeff,

After the meeting on Wednesday, we wrote to CMHC to document the outstanding issues and yesterday was the first time in the past 11 months that they have articulated these points of concerns in writing. These were not raised on July 23 or September 17th. Adrien is trying to cover his butt. One of their concerns on our equity position is now clarified and accepted. First National and Devonshire thinks we can address Points 1, 2, 4 & 5. We need your help on point 3. Are we able to hold prices until after March? Let's discuss this morning.

Thanks Kern

----- Forwarded message -----

From: **Anthony Adrien** <aadrien@cmhc-schl.gc.ca>  
Date: Thu, Dec 10, 2020 at 11:34 AM  
Subject: RE: Trinity Ravine Community  
To: Marcus Pepe <marcus@devonshirefinancial.com>  
[Quoted text hidden]  
[Quoted text hidden]

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**Kern Kalideen** <kernkalideen@gmail.com> Mon, Dec 14, 2020 at 8:30 AM  
To: Marcus Pepe <marcus@devonshirefinancial.com>  
Cc: Daniel Bragagnolo <Daniel.Bragagnolo@firstnational.ca>, Greg Playford <greg@devonshirefinancial.com>

What time today?

Kern

Sent from my iPhone

On Dec 10, 2020, at 5:40 PM, Marcus Pepe <marcus@devonshirefinancial.com> wrote:

Works for me. Daniel can you send out an invite?  
[Quoted text hidden]

---

**Daniel Bragagnolo** <Daniel.Bragagnolo@firstnational.ca> Mon, Dec 14, 2020 at 9:25 AM  
To: Kern Kalideen <kernkalideen@gmail.com>, Marcus Pepe <marcus@devonshirefinancial.com>  
Cc: Greg Playford <greg@devonshirefinancial.com>

How is 2pm?

**Daniel Bragagnolo | Assistant Vice-President, Commercial Financing**  
**First National Financial LP**  
100 University Ave, Suite 700, North Tower | Toronto, Ontario M5J 1V6  
T: 416-597-5460 | C: 647-465-8524  
[daniel.bragagnolo@firstnational.ca](mailto:daniel.bragagnolo@firstnational.ca) | [firstnational.ca](http://firstnational.ca)



---

**From:** Kern Kalideen <kernkalideen@gmail.com>  
**Sent:** Monday, December 14, 2020 8:30 AM  
**To:** Marcus Pepe <marcus@devonshirefinancial.com>  
**Cc:** Daniel Bragagnolo <Daniel.Bragagnolo@firstnational.ca>; Greg Playford <greg@devonshirefinancial.com>  
**Subject:** Re: Trinity Ravine Community

What time today?

Kern

Sent from my iPhone

On Dec 10, 2020, at 5:40 PM, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)> wrote:

Works for me. Daniel can you send out an invite?

---

**From:** Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>  
**Sent:** December 10, 2020 5:37 PM  
**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Cc:** Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>; Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>  
**Subject:** Re: Trinity Ravine Community

How about Monday afternoon?

**Daniel Bragagnolo | Assistant Vice-President, Commercial Financing**  
**First National Financial LP**  
100 University Ave, Suite 700, North Tower | Toronto, Ontario M5J 1V6  
T: 416-597-5460 | C: 647-465-8524  
[daniel.bragagnolo@firstnational.ca](mailto:daniel.bragagnolo@firstnational.ca) | [firstnational.ca](http://firstnational.ca)

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**Kern Kalideen** <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
To: Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>  
Cc: Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>, Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Mon, Dec 14, 2020 at 9:26 AM

2 pm is good.

Thanks Kern

Sent from my iPhone

On Dec 14, 2020, at 9:25 AM, Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)> wrote:

How is 2pm?

**Daniel Bragagnolo | Assistant Vice-President, Commercial Financing  
First National Financial LP**

100 University Ave, Suite 700, North Tower | Toronto, Ontario M5J 1V6

T: 416-597-5460 | C: 647-465-8524

[daniel.bragagnolo@firstnational.ca](mailto:daniel.bragagnolo@firstnational.ca) | [firstnational.ca](http://firstnational.ca)

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&lt;image003.jpg&gt;

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[Quoted text hidden]

---

**Kern Kalideen** <kernkalideen@gmail.com>

Mon, Dec 14, 2020 at 9:27 AM

To: Jeff Murva &lt;jeffmurva@gmail.com&gt;

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>**Date:** December 14, 2020 at 9:25:48 AM EST**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>**Cc:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>**Subject: RE: Trinity Ravine Community**

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---

**Greg Playford** <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>

Mon, Dec 14, 2020 at 9:27 AM

To: Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>Cc: Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>, Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Good by me. GREG

On Dec 14, 2020, at 9:27 AM, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)> wrote:

2 pm is good.

[Quoted text hidden]

---

**Marcus Pepe** <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

Mon, Dec 14, 2020 at 9:45 AM

To: Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>, Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>Cc: Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>

That works for me also.

---

**From:** Greg Playford <[greg@devonshirefinancial.com](mailto:greg@devonshirefinancial.com)>**Sent:** December 14, 2020 9:27 AM**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>**Cc:** Daniel Bragagnolo <[Daniel.Bragagnolo@firstnational.ca](mailto:Daniel.Bragagnolo@firstnational.ca)>; Marcus Pepe <[marcus@devonshirefinancial.com](mailto:marcus@devonshirefinancial.com)>

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**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Dec 17, 2020 at 3:24 PM

To: Roy Li <yyli@cmhc-schl.gc.ca>

Cc: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Claire-Anne Bundy <cbundy@cmhc-schl.gc.ca>

Roy,  
Please see attached.

Thanks Kern

----- Forwarded message -----

From: **Marcus Pepe** <marcus@devonshirefinancial.com>

Date: Wed, Dec 9, 2020 at 4:06 PM

Subject: Trinity Ravine Community

To: Anthony Adrien <aadrien@cmhc-schl.gc.ca>

Cc: Cathie Antonissen <cathie@lcf.on.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>, Greg Playford <greg@devonshirefinancial.com>, Kern Kalideen <kernkalideen@gmail.com>

[Quoted text hidden]

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#### 7 attachments



**Trinty Ravine Community - Viability Summary - Nov 3 2020.pdf**

159K



**Trinity Ravine Community - Income Analysis (1).pdf**

182K



**Trinity Ravine Community - Fixed Price Contract Summary List.pdf**

152K



**Trinity Ravine Community - Energy Efficiency Modeling Report.pdf**

274K



**Trinity Ravine Community - Accessibility Report.pdf**

810K



**Global Kingdom Ministries - Equity Position.pdf**

562K



**Global Kingdom Minsitries - Financial Position Dec. 2020.pdf**

40K

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**Claire-Anne Bundy** <cbundy@cmhc-schl.gc.ca>

Thu, Dec 17, 2020 at 8:46 PM

To: Kern Kalideen <kernkalideen@gmail.com>, Roy Li <yyli@cmhc-schl.gc.ca>

Cc: Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Thanks Kern. An please extend our thanks to Jeremy for joining today's meeting.

Regards

Claire-Anne

[Quoted text hidden]

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[Quoted text hidden]

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**Kern Kalideen** <kernkalideen@gmail.com>

Thu, Dec 17, 2020 at 8:54 PM

To: Claire-Anne Bundy <cbundy@cmhc-schl.gc.ca>



Cc: Roy Li <yyli@cmhc-schl.gc.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Thanks Claire-Anne. I will.

Kern

[Quoted text hidden]





KM K &lt;kernkalideen@gmail.com&gt;

---

## Meeting on January 14th

---

**Claire-Anne Bundy** <cbundy@cmhc-schl.gc.ca>

Thu, Jan 7, 2021 at 8:30 PM

To: Kern Kalideen <kernkalideen@gmail.com>

Cc: Roy Li <yyl@cmhc-schl.gc.ca>, Anna Rebizant <arebizan@cmhc-schl.gc.ca>, Michele McMaster <mmcmaste@cmhc-schl.gc.ca>

Dear Kern,

I am writing in preparation for our meeting on January 14<sup>th</sup> to discuss the Trinity Ravine Community project and what Global Kingdom would need to do to meet the eligibility requirements for CMHC's Co-Investment program. The following comments on the project include the assessment of our chief underwriting Advisor for Co-Investment, Anna Rebizant, who will be joining us on the call.

As you will note, this assessment reflects the most recent unit counts and costs provided, but the underlying fundamentals are consistent with all concerns that the CMHC team expressed in 2020. Despite the great work your organization does in the Scarborough community, the project you are proposing is an expensive built form; notwithstanding our discussions, it appears that nothing has been done to reduce the costs; and based on our program requirements there is not sufficient equity or experience in the Global Kingdom organization to support the construction and rent up.

As the project is currently configured, it does not meet the eligibility requirements for Co-Investment, as listed on our website and as discussed in meetings and emails with you and your consultants over the course of 2020. Among the most crucial requirements:

- 1) The applicant must have successfully completed a similar project on time and within budget ( i.e. a project of similar size, cost, building form and construction type in the same market area);
- 2) The borrower and guarantor must provide their covenant/guarantee for 100% of the repayable loan during construction, rent-up and stabilization and there needs to be sufficient assets available to the guarantor to ensure such outcomes;
- 3) The applicant must provide evidence of the financial viability of the proposed project itself, as well as capacity to deal with development risks such as cost overruns and delays in construction;
- 4) The applicant must have at least five years' experience constructing and operating a housing property of similar type and size.

Our review of the Global Kingdom Ministries application to date revealed the following significant hurdles:

- 1) Lack of project development/construction experience of project owner and consequential reputational risk:
  - a. Proponent has never developed a multi-residential purpose-built rental property on a similar scale;
  - b. As this project was originally marketed as a life-lease project, we have concerns about the reputational risk and financial liability associated with deposits which have been held for years and will presumably have to be refunded. A Life-leases model also raises significant concerns about CMHC's ability to take and enforce its security, and potential reputational risk issues for CMHC if Global Kingdom were to default on the project.
- 2) Inadequacy of borrower's guarantee:
  - a. Financial statements at September 30/2019 indicate a nominal tangible net worth;

- b. The borrower is carrying \$12M in mortgage charges related to project debts with no accompanying project cash flow to service this debt;
- c. The borrower's representation that they have roughly \$30M in equity invested in the project is appears in our view to be overstated given that funds collected from depositors were used on development plans for a life-lease project and not the current purpose-built rental;
- d. Audited fiscal year end financials at September 30/2020 have not yet been released so we do not have an up to date financial picture as the most recent information we have is almost 15 months out of date.

3) On the subject of financial viability, since the project will comprise 50% affordable units and 50% market units, a compelling current market study is required to support the pro-forma. Our preliminary review of proposed market rental rates indicates target rents may be too high, and operating expenses appear too low relative to industry benchmarks (23.56% vs. 40-50%).

4) Proponent has no relevant property management experience of a project of this scope and size.

In summary, the scale and scope of the project based on our program requirements, requires an investment and/or partnership with a local Tier 1 developer with an extensive track record in this asset class. The partnership is required not only from the perspective of delivering the construction over an extended period of at least 48 months, but also to assess the project specifications, schedule and overall feasibility – it is an expensive built form, and it does not seem that there has been any redesign or reduction in finishes since this issue was raised earlier in 2020 – in fact, costs have risen almost \$20 million. In addition, a developer/sponsor must be prepared to act as co-borrower and provide a meaningful covenant with an appropriate amount of liquidity.

Based on the preliminary items listed above, CMHC cannot support the application by Global Kingdom Ministries acting as sole proponent. Should the opportunity for Global Kingdom Ministries to partner with an acceptable developer present itself, the revised project would still be subject to further underwriting based on future market conditions prior to issuance of any expression of interest. Furthermore, all transactions are subject to prioritization and the availability of government funding for the subject program.

I look forward to our meeting on January 14<sup>th</sup> at which time we will be prepared to discuss this assessment and answer any questions you might have.

Regards,

Claire-Anne Bundy

**Claire-Anne Bundy**  
Regional Manager, Ontario

Multi-Unit Client Solutions

Canada Mortgage and Housing Corporation  
(CMHC)

70 York Street, 11<sup>th</sup> Floor, Toronto, ON M5J 1S9

[cbundy@cmhc-schl.gc.ca](mailto:cbundy@cmhc-schl.gc.ca)

T: 647-749-7586

[www.cmhc.ca](http://www.cmhc.ca)

**Claire-Anne Bundy**  
Gestionnaire Principal, Ontario

Solutions de logement, Immeubles collectifs

Société canadienne d'hypothèques et de logement  
(SCHL)

70, rue York, 11<sup>ème</sup> étage, Toronto, ON M5J 1S9  
[cbundy@cmhc-schl.gc.ca](mailto:cbundy@cmhc-schl.gc.ca)

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[www.schl.ca](http://www.schl.ca)

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**#FlattenTheCurve #StayHealthy**

***We are in this together.***

[See how CMHC is supporting Canadians during the COVID-19 pandemic: cmhc.ca/covid-19](https://cmhc.ca/covid-19)

**#AplatirLaCourbe #ResterEnSanté**

***Cette situation nous concerne tous.***

[Voyez comment la SCHL aide les Canadiens durant la pandémie de COVID-19 : schl.ca/covid-19](https://schl.ca/covid-19)

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This is Exhibit "U" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**MILLER THOMSON**  
AVOCATS | LAWYERS

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

August 19, 2020

**VIA EMAIL**

City of Toronto  
Committee of Adjustment Scarborough District Office  
150 Borough Drive  
Scarborough, ON M1P 4N7

Attention: Colin Ramdial  
Manager and Deputy Secretary-Treasurer

Dear Mr. Ramdial:

**Re: 1250 & 1256 Markham Road, Toronto**  
**Application for Minor Variance**

We are the solicitors for Global Kingdom Ministries Inc. ("**GKM**"), a charity that is the owner of property municipally known as 1250 and 1256 Markham Road (the "**Property**"). Currently, the south half of the Property at 1250 Markham Road contains a church building, which was constructed in approximately 2006, and the north half of the property contains a parking lot.

The Property is subject to a site-specific zoning by-law amendment approved by the Ontario Municipal Board (now the Local Planning Appeal Tribunal) ("**LPAT**") modifying the former City of Scarborough's Employment Districts Zoning By-law No. 24982 (Progress Employment District). The site-specific zoning by-law, City of Toronto By-law No. 865-2019 (the "**Site Specific Zoning By-law**"), permits an apartment building for seniors consisting of two towers connected by a podium/base building to be constructed on the north half of the Property and expansion of the existing church building on the south half. The north half of the Property has been assigned the municipal address 1256 Markham Road. The proposed development has been site plan approved (File No. 15 204840 ESC 38 SA) and work is underway on the site. Consent has also been granted to sever the northern portion of the site containing the apartment building from the southern portion on which the existing church building is located (File No. B0067/18SCS). The consent conditions have been satisfied and the Certificate has been issued.

GKM is working with the City's Shelter Planning, Development and Infrastructure department to provide additional affordable rental housing at this location. Attached are emails from City of Toronto Housing Secretariat indicating the status of the project. To augment the provision of affordable rental housing, GKM wishes to increase the number units within the building. To do that, it proposes interior (only) modifications. It wishes to expand the partial mezzanine into a full second floor level and to reconfigure the extra-large units on the penthouse floors so that they are laid out similarly to the rest of the floors. No exterior alterations are proposed.



The attached plans show the changes to the proposed building. There are two sheet A104s (pages 6 and 7 of the plans) provided. The new/current proposal is the sheet that is labeled “Second Floor Plan” and replaces the old “Mezzanine Floor Plan”. The expansion of the partial mezzanine to occupy the entire area within the walls of the building can be seen in the Second Floor Plan, as the former mezzanine footprint is shown in shading. The former penthouse floors are shown in sheet A110. That floor layout will be entirely eliminated, along with sheet A110, and the typical floor layout of units, shown in sheet A109, will apply to the top/penthouse floors as well as to the rest of the tower floors.

As a result, the total residential gross floor area (GFA) will be increased to 49,200 square metres and the total number of dwelling units will be increased to 605 units. The Site Specific By-law was crafted based upon GKM’s plans in 2018 with the partial mezzanine and extra-large units on the penthouse floors and thus only permits a maximum residential GFA of 47,000 square metres and a maximum number of 565 dwelling units.

We hereby submit this minor variance application on behalf of GKM to seek relief from the Site Specific Zoning By-law to permit the additional residential GFA and number of dwelling units (the “**Application**”). The proposed variances are identified in the Zoning Review Waiver enclosed with this letter. Although based on our review, we believe that those are the only required variances, we have submitted an application for Preliminary Project Review on July 31, 2020 to confirm the required variances and will provide the Committee of Adjustment a copy of the zoning notice once it becomes available.

The Site Specific Zoning By-law came into effect on August 17, 2018 and the two year period in which minor variances cannot be made, found in subsection 45(1.3) of the *Planning Act*, has thus expired.

It is our submission that the four tests mandated by section 45 of the *Planning Act* are met by this Application. The proposed variances have no impact on Official Plan policies and the general intent and purpose of the applicable Official Plan is maintained. The overall intent and purpose of the Site Specific Zoning By-law was to permit the construction of the building with the assessed built-form and size, which is not changing. With no exterior alterations, there are no impacts on any adjacent properties, and the increase in the number of units and gross floor area do not affect any of the other performance standards put in place. The building was designed from the outset to provide more than the minimum requirements for a building of this size and type, since it is to be retained and operated by GKM as a charitable activity rather than being sold off for profit. No variances from the parking requirements or interior or exterior amenity space are required, for example. The general intent and purpose of the zoning by-law is therefore maintained. As noted, there are no exterior changes whatsoever and thus no impacts on any nearby properties, and in our submission, the variances would have no or at worst, remarkably minor impacts. Finally, what drives these interior revisions is the desire to provide additional affordable rental housing units and is thus, in our submission, desirable for the appropriate development and use of the land.

The following materials are enclosed with the Application:

1. Complete Application Form, including the Authorization Form signed by owner of the Property;



2. Zoning Review Waiver;
3. Plans of Survey, prepared by Rudy Mak Surveying Ltd., dated January 7, 2014 and April 22, 2015;
4. Architectural Plans, prepared by Reinders + Law Ltd., including the old and new mezzanine/second floor and penthouse floor plans where additional dwelling units are proposed (pages 6, 7, 12 & 13);
5. City of Toronto By-law No. 865-2019; and
6. Emails from City of Toronto Housing Secretariat regarding the proposed development.

Please note that the application fee in the amount of \$4,807.28 will be made by credit card once the Application is accepted with an application file number assigned. We respectfully request that the hearing of the Application be held at the earliest possible date. Thank you for your consideration of this request and the Application. Should you have any questions or require further information, please do not hesitate to contact the undersigned.

Yours very truly,

**MILLER THOMSON LLP**

Per:



David Tang  
Partner

Enclosures



☐ Toronto and East York  
Toronto City Hall  
100 Queen Street West  
Toronto, Ontario  
M5H 2N2  
416-397-5330

☐ North York  
North York Civic Centre  
5100 Yonge Street  
Toronto, Ontario  
M2N 5V7  
416-397-5330

☐ Scarborough  
Scarborough Civic Centre  
150 Borough Drive  
Toronto, Ontario  
M1P 4N7  
416-397-5330

☐ Etobicoke York  
Etobicoke Civic Centre  
2 Civic Centre Court  
Toronto, Ontario  
M9C 5A3  
416-397-5330

**Please contact your district office for more detailed information about the application requirements and the Committee of Adjustment process.**

### Public Record Notice

The information collected on this form is considered to be a public record as defined by section 27 of the Municipal Freedom of Information and Protection of Privacy Act.

### Acknowledgement of Public Information

The applicant grants the City permission to reproduce, in whole or in part, any document submitted as part of a complete application for internal use, inclusion in staff reports or distribution to the public either online or by other means for the purpose of application review. The applicant agrees to provide a reasonable number of copies of any such document, or parts thereof, in paper and/or electronic form, to the City for internal use and distribution to the public either online or by other means for the purposes of application review.

If there may be a security risk by allowing the public access to any portion of these documents you must indicate the portion of the documents to which you believe this concern applies, along with supporting documentation outlining the reasons for your concern along with the document submitted as part of the application. The Chief Planner, or delegate, will consider but will not be bound to agree with such submissions prior to reproduction, in whole or in part, any identified portions for internal use, inclusion in staff reports or public distribution to the application review.

Address of Subject Land (Street Number/Name)	Zoning
	Ward
	Official Plan Designation

Legal Description

Registered Owner of Subject Land (as it appears on Deed/Transfer)	E-mail (mandatory entry)
---	--------------------------

Mailing Address	City	Postal Code
-----------------	------	-------------

Telephone (area code + number)	Fax (area code + number)
--------------------------------	--------------------------

Applicant (name in full)	E-mail (mandatory entry)
--------------------------	--------------------------

Applicant is: ☐ Owner ☐ Lawyer ☐ Architect ☐ Agent ☐ Contractor ☐ Other

Mailing Address	City	Postal Code
-----------------	------	-------------

Telephone (area code + number)	Fax (area code + number)
--------------------------------	--------------------------

Dimensions of land affected	Frontage	m	Depth	m	Area	m <sup>2</sup>
-----------------------------	----------	---	-------	---	------	----------------

Road Access: ☐ Provincial Highway ☐ Municipal Street ☐ Public Lane ☐ Private Right-of-way

Servicing:			
Municipal Water <input type="checkbox"/> available <input type="checkbox"/> connected	Municipal Sanitary Sewers <input type="checkbox"/> available <input type="checkbox"/> connected	Municipal Storm Sewers <input type="checkbox"/> available <input type="checkbox"/> connected	Other (septic)

Date of acquisition of subject property: \_\_\_\_\_

Date of construction of buildings or structures on subject property: \_\_\_\_\_

Length of time existing uses have continued: \_\_\_\_\_

Is the property the subject of any other current or previous planning application? ☐ Yes File No. \_\_\_\_\_ ☐ No

Has City Council listed and/or designated the property as having cultural heritage value? ☐ Yes ☐ No 15204840ESC38SA  
B0067/18SC

Is the property subject to the Ravine By-law or Private Tree By-law? ☐ Yes ☐ No

### Ravine Protection By-law

If your property is located within or partially within a Ravine Protection Area, you are required to apply to Urban Forestry Services of the City of Toronto's Parks, Forestry & Recreation Division for a permit when doing any work that may injure or destroy a tree, or involves placing or dumping fill or refuse, or altering the existing grade of land.

### Private Tree By-law

Trees on private property having a diameter of 30 cm or greater are protected. It is unlawful to injure or destroy such trees without first obtaining a permit from Urban Forestry Services of the City of Toronto's Parks, Forestry & Recreation Division to do so.

### City Owned Trees

All trees situated on City owned property, including City road allowance and City owned parkland, are protected by City of Toronto by-laws. City owned trees are protected by City of Toronto's "Tree Protection Policy and Specifications for Construction Near Trees". Call 416-338-TREE or visit [www.toronto.ca/trees](http://www.toronto.ca/trees)

It is recommended that tree(s) location, species, diameter and condition are identified on plans. Plans should also identify which trees will be injured or removed. Submission of an arborist report or tree protection plan is also recommended to describe potential tree impacts. Failing to identify tree(s) may result in delays, failure to issue or revocation of a building permit despite Committee of Adjustment approval.

Call 311 or visit [www.toronto.ca/trees](http://www.toronto.ca/trees) for further details.

### Minor Variances

Existing uses/structures (including height and dimensions or floor area, if applicable):

Description of proposal (including height and dimensions or floor area, if applicable):

Building Setbacks:	Front lot line	Side lot line	Side lot line	Rear lot line
Existing	_____ m	_____ m (north)	_____ m (south)	_____ m
Proposed	_____ m	_____ m (north)	_____ m (south)	_____ m

Variances requested: ☐ Zoning review attached ☐ Applicants list of variances attached

Why is it not possible to comply?

Related Applications, include file number(s):

- ☐ i) The property has not been the subject of a site specific by-law amendment\* within the last two years.
- ☐ ii) The property has been the subject of a site specific by-law amendment\* within the last two years and the City of Toronto has determined that this application is permitted. Attached is a copy of the authority that pertains to this application.

If you are unable to make declaration i) or ii) above, then you will not be permitted to submit this application. Please contact Community Planning for information on how to proceed with an application.

\* This does not include a City initiated site specific by-law.

**Consent**

Type and purpose of transaction

☐ Conveyance – Total number of lots: \_\_\_\_\_ ☐ Lot Addition ☐ Easement/Right-of-way ☐ Mortgage/Discharge☐ Lease ☐ Validation of Title ☐ Technical severance ☐ Other: \_\_\_\_\_

Conveyed lot:

Frontage: _____ m	Depth: _____ m	Area: _____ m <sup>2</sup>
-------------------	----------------	----------------------------

Existing Use: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Transferee (if known): \_\_\_\_\_

Proposed easement/right-of-way: \_\_\_\_\_

Lot addition, identify the lands to which the parcel will be added: \_\_\_\_\_

Retained lot: \_\_\_\_\_

Frontage: _____ m	Depth: _____ m	Area: _____ m <sup>2</sup>
-------------------	----------------	----------------------------

Existing: \_\_\_\_\_

Proposed: \_\_\_\_\_

Proposed easement/right-of-way: \_\_\_\_\_

Existing easements: \_\_\_\_\_

Related Applications, include file number(s): \_\_\_\_\_

## Authorization of Agent

I/We \_\_\_\_\_ authorize \_\_\_\_\_  
 (name of owners) (name of agent/person authorized to sign application form)  
 to act as agent and sign the application form to the City of Toronto on my/our behalf for the property known as

\_\_\_\_\_  
 (municipal address of property)

Signature: Kern Kalideen

Date: \_\_\_\_\_

[Signature]

Date: \_\_\_\_\_

## Sworn Declaration

I, \_\_\_\_\_  
 (name and company)  
 of \_\_\_\_\_  
 (full address and postal code) (solemnly declare):

☐ The information contained in this application and the information contained in the documents that accompany this application are true.

☐ This application does not include any lands that may be owned by the City of Toronto.

☐ This application does include lands that may be owned by the City of Toronto.\*

[Signature]

Signature of Applicant or Authorized Agent \_\_\_\_\_

\*Please Note: If this application includes any lands that may be owned by the City of Toronto, a letter of consent from the City of Toronto, in its capacity as land owner, must be requested from the City of Toronto's Director of Real Estate Services, Attention: Manager of Program & Policy Management. If the City of Toronto grants its consent, the letter of consent from the City of Toronto must be submitted with this application.

## Fee Schedule – Effective January 1, 2020

### Minor Variances

	Regular Fee	After the Fact Fee*
Clear Title – i.e. to clear existing encumbrances from title where there is no proposed construction, illegal construction or change of use involved: . . . . .	\$1,238.10 = \$ _____	
Additions and alterations to existing dwellings with 3 units or less: . . . . .	\$1,652.17 = \$ _____	\$3,304.34 = \$ _____
Residential dwellings with 3 units or less: . . . . .	\$3,714.33 = \$ _____	\$7,428.66 = \$ _____
All other residential, commercial, industrial or institutional: . . . . .	\$4,807.28 = \$ _____	\$9,614.56 = \$ _____
* After the Fact Fee is applied when an Order to Comply (OTC) - Work No Permit - relevant to the application has been issued on any of the subject lands.	\$ [ ]	\$ [ ]
<b>TOTAL</b>	\$ [ ]	

### Consent

Sever 1 lot into 2 (includes deed stamping) and/or establishment of new easement/right-of-way: . . . . .	\$5,989.58 = \$ _____
Additional Fee for each additional lot created: . . . . .	\$4,863.54 = \$ _____
Validation of Title, Technical Severance, leases, mortgage/discharge, lot additions, re-establishment of easement: . . . . .	\$1,686.96 = \$ _____
	\$ [ ]
<b>Total Fee</b>	\$ [ ]

As set out in Chapter 441-4 of the City of Toronto Municipal Code, fees are adjusted every January 1st. Fees may be paid by cash, cheque, debit card, American Express, MasterCard or Visa

- Payment by American Express, MasterCard and Visa is limited to a maximum of \$20,000.00. Any balance of payment may be paid by cash, cheque or debit card.
- Payment by personal or company cheque that is less than \$2,000.00 must be certified. Please make all amounts payable to the Treasurer of the City of Toronto.

Applications are to be submitted digitally (i.e. pdf, each file less than 10 mb) either in-person with a USB key at any Toronto Building Customer Service Counter or by email to [bldapplications@toronto.ca](mailto:bldapplications@toronto.ca) (please include property address in subject line).

**Application Requirements**

1. Complete Application Form (separate forms for consent and minor variance applications may be required).
2. Authorization Form signed by all registered owners of the property.
3. The applicant is strongly encouraged to apply to Toronto Building for either a preliminary Project Review or a Zoning Certificate. Applying for either of these processes will allow Toronto Building to identify all aspects of the proposal that do not comply with the Zoning By-law and to determine if any other approvals are required for the release of a building permit. A Zoning Certificate is required prior to submitting a complete building permit application. Preliminary Project Review and Zoning Certificate applications can be made to any of the Toronto Building Division Customer Service District offices.

Applicants who do not obtain either a Preliminary Project Review notice of an Examiner's Notice associated with a Zoning Certificate application must sign a Waiver Form assuming responsibility for correctly identifying the required relief from the Zoning By-law applicable to their property and providing a full list of the variances to the By-law required to facilitate their proposal. Any errors in their submission may cause delays in processing of their application.

4. Required Plans
  - Plan of Survey, prepared by an Ontario Land Surveyor and showing all existing structures as currently built on the property.
  - Draft Reference Plan of Survey – For Consent applications only; indicating the Part(s) to be severed and retained and/or easement(s)/right(s)-of-way, with boundaries, dimensions and area of each part clearly identified.
  - Architectural Plans, which shall include the following as one combined PDF:
    - i. Site Plan, indicating existing and proposed buildings on the site, distance from all lot lines, location of any easements/rights-of-way, location of buildings on adjacent lots, etc.
    - ii. Floor Plans, all rooms labeled as to use and indicating existing and proposed windows and entrances
    - iii. Elevation Plans, for all sides, indicating: height, grade, window and door openings
5. General Requirements for All Plans:
  - Metric scale and dimensioned with north symbol clearly marked
  - All drawings must contain one diagram, to scale, per page
  - Municipal address, names of adjacent streets, project names, applicant's name, name of firm preparing plans
  - Drawing title and number, preparation date, dates of any revisions
6. Plans/Drawings with multiple pages and sets must be combined into a single PDF file
7. Application Fees - payment will be required once the application is accepted by Toronto Building Customer Service.

**For Complete submission requirements please refer to the Committee of Adjustment Application Checklist**

**For Your Information**

- A public notice sign, which will be provided to you, is required to be posted in a prominent location on the property for 10 days before the Hearing of a Minor Variance application and 14 days before the Hearing of a Consent application. Please sign a declaration confirming your compliance with this request.
- Photographs of the site/building should be submitted with your application or as soon as possible thereafter.
- Supporting materials, such as: a letter of explanation, letters in support, etc. should be submitted as far in advance of the Hearing as possible.
- It is strongly recommended that you discuss the proposal with adjacent residents in order to address or alleviate concerns that may affect the disposition of your application.
- The Committee of Adjustment Application Fee Refund Policy can be found on the Committee of Adjustment webpage: <https://www.toronto.ca/city-government/planning-development/committee-of-adjustment/forms-submission-guidelines-fees>



## ZONING REVIEW WAIVER

I, Kern Kalideen applicant/agent wish to proceed with an application(s) to the Committee of Adjustment without the benefit of having my variances identified and confirmed by a Zoning Examiner, City of Toronto Building Division.

I assume full responsibility for identifying, correctly and completely, **all** variances associated with the proposal for the property at 1250 & 1256 Markham Road and recognize that any errors may result in: delays in the processing of my application(s); an inability to obtain a building permit; and/or a requirement for additional application(s) to the Committee of Adjustment.

**INSTRUCTIONS:** For each variance being requested, please provide the following:

1. The applicable section of the Zoning By-law for which relief is being sought
2. The Zoning requirement **IN METRIC**
3. What is being proposed **IN METRIC**

**Ex: CHAPTER 10.10.40.40.(1)(A), BY-LAW 569-2013**

The maximum permitted floor space index is 0.35 times the area of the lot (171.03 m<sup>2</sup>).

The new two-storey dwelling will have a floor space index equal to 0.49 times the area of the lot (239.79 m<sup>2</sup>).

1. Performance Standard 410.(d) of Former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended by Section 2 of Site Specific By-law 865-2019

The maximum permitted residential gross floor area is 47,000 square metres.

The proposed total residential gross floor area is 49,200 square metres.

2. Performance Standard 724 of Former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended by Section 2 of Site Specific By-law 865-2019

The maximum permitted number of apartment dwelling units is 565.

The proposed number of apartment dwelling units is 605.

**Please attach additional pages, if required.**

August 18, 2020

**DATE**

*Kern Kalideen*

**SIGNATURE**

## DISTANCES

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999881.

OBSERVED REFERENCE POINTS (ORP's) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, MTM ZONE 10, NAD 83 (CSRS).  
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4848723.559	326108.234
ORP B	4848780.678	326305.137

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.

REGISTRAR'S

LOT

17

2

REGISTERED

P.L.N.

06179

PLAN

0083

(LT)

M

LOT

1588

PART 6, PLAN 66R - 22461

P.L.N. 06179 - 0127 (LT)

PART 5  
66R-22461

PART 2, PLAN 66R - 22461

PART 3, PLAN 66R - 22461  
SUBJECT TO AN EASEMENT AS IN TB268009

32

PART 1  
66R-22905  
COMPILED

PLAN

P.L.N. 06179 - 0128 (LT)

PART 1, PLAN 66R - 22461

10620

CONCRETE BLOCK CHURCH

CONCRETE BLOCK CHURCH

CONCRETE PAD  
GARBAGE ENCLOSURE

GABION RETAINING WALL

GABION RETAINING WALL

205.06

LOT 31  
PART 4, 64R-2186

MARKHAM ROAD

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 18 AND 19

SURVEYOR'S REAL PROPERTY REPORT  
(PART 1) PLAN OF SURVEY OF PART OF

LOT 32

REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO

SCALE 1 : 400

RUDY MAK SURVEYING LTD.

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 7TH DAY OF JANUARY, 2014.

2015  
DATE

RUDY MAK  
ONTARIO LAND SURVEYOR

## BEARING NOTE

BEARINGS ARE MTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, MTM ZONE 10 (81° WEST LONGITUDE) NAD83 (CSRS).

FOR BEARING COMPARISONS, A ROTATION OF 00°00'00" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON SURVEYOR'S REAL PROPERTY REPORT BY CDN LAND SURVEYORS INC. DATED JUNE 23, 2008.

SURVEYOR'S REAL PROPERTY REPORT  
(PART 2) REPORT SUMMARY

Description of Land
PART OF LOT 32 REGISTRAR'S COMPILED PLAN 10620 CITY OF TORONTO
Registered easements and/or Right-of-Ways
SUBJECT TO AN EASEMENT OVER PART 3 PLAN 66R-22461 AS IN TB268009
Encroachments
NONE.
Compliance with Municipal Zoning By-Laws
Not certified by this Report.
Additional Remarks
NONE

THIS REPORT WAS PREPARED FOR HAWKEY CHURCH MANAGEMENT AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.

## LEGEND

■	DENOTES FOUND SURVEY MONUMENT
□	DENOTES PLANTED SURVEY MONUMENT
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
IB	DENOTES IRON BAR
✕	DENOTES FENCING
(1282)	DENOTES R.W.R. JONES, O.L.S.
(1755)	DENOTES LLOYD & PURCELL LTD.
(CDN)	DENOTES CDN LAND SURVEYORS INC.
(P1)	DENOTES PLAN 66R-22461

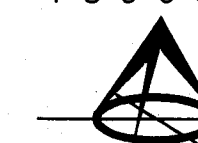
## NOTE:

THIS PLAN WAS UPDATED ON JANUARY 27, 2015 TO REVISE THE BEARINGS TO MTM GRID.

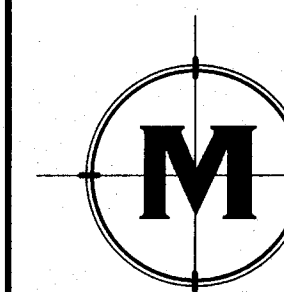
## METRIC:

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

ASSOCIATION OF ONTARIO  
LAND SURVEYORS  
PLAN SUBMISSION FORM  
1 8 9 6 5 0 1



THIS PLAN IS NOT VALID  
UNLESS IT IS AN EMBOSSED  
ORIGINAL COPY  
ISSUED BY THE SURVEYOR  
in accordance with  
Regulation 1259, Section 20(3)



**RUDY MAK  
SURVEYING LTD.**  
ONTARIO LAND SURVEYORS

89 BIG BAY POINT ROAD  
BARRIE, ONTARIO L4N 8M5 (705) 722-3845  
E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: HFD CHECK BY: RM FILE No. 11259



## DISTANCES

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999881.

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, MTM ZONE 10, NAD 83 (CSRS), COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4848723.559	326108.234
ORP B	4848780.678	326305.137

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.



TOPOGRAPHIC SURVEY OF PART OF

**LOT 32**  
**REGISTRAR'S COMPILED PLAN 10620**  
**CITY OF TORONTO**

SCALE 1 : 400



RUDY MAK SURVEYING LTD.

APR 21, 2015  
DATE

RUDY MAK  
ONTARIO LAND SURVEYOR

## ELEVATION

ELEVATION ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928:PRE-1978 TOR THIRD ORDER

## BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52

## BEARING NOTE

BEARINGS ARE MTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, MTM ZONE 10 (81° WEST LONGITUDE) NAD83 (CSRS).

FOR BEARING COMPARISONS, A ROTATION OF 0°00'00" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON SURVEYOR'S REAL PROPERTY REPORT BY CN LAND SURVEYORS INC. DATED JUNE 23, 2008.

## NOTES:

THIS TOPOGRAPHIC SURVEY PLAN DELINEATES THE FEATURES AS SHOWN AND VISIBLE, GIVEN THE SITE CONDITIONS. CONSTRUCTION ACTIVITY, FROZEN GROUND, SNOW COVER, ETC. MAY HAVE HIDDEN FEATURES OTHERWISE VISIBLE. THE LOCATION OF UNDERGROUND SERVICES, IF SHOWN, WAS DERIVED FROM PLANS OBTAINED FROM OTHER AGENCIES. RUDY MAK SURVEYING CANNOT BE HELD RESPONSIBLE FOR THE LOCATION AND ACCURACY OF UNDERGROUND SERVICES. THE LOCATION OF ALL SERVICES MUST BE VERIFIED ON SITE. ONLY A SIGNED AND SEALED PAPER COPY OF THIS SURVEY IS AN ORIGINAL COPY. NO DIGITAL VERSION OF THIS PLAN IS TO BE CONSIDERED "ORIGINAL" AND MAY HAVE BEEN ALTERED BY OTHERS.

## METRIC

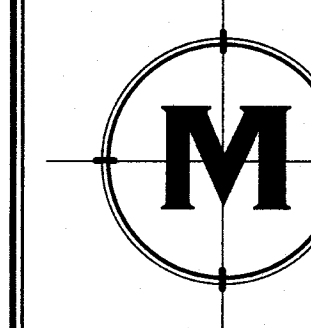
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SITE BENCHMARK  
TOP OF CONTROL MONUMENT  
NO. 12019630190 ELEV. 159.52

## LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES PLANTED SURVEY MONUMENT
- SSB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- ✕ DENOTES FENCING
- (1282) DENOTES R.W.R JONES, O.L.S.
- (1755) DENOTES RUDY MAK SURVEYING LTD.
- (CDN) DENOTES CN LAND SURVEYORS INC.
- (P1) DENOTES 66R-22461
- DENOTES MANHOLE
- DENOTES MANHOLE (STORM)
- DENOTES LIGHT STANDARD
- DENOTES HYDRO POLE
- DENOTES GUIDE WIRE
- DENOTES CATCH BASIN
- DENOTES FIRE HYDRANT
- DENOTES DECIDUOUS TREE
- DENOTES CONIFEROUS TREE
- DENOTES MONITORING WELL

REVISION	BY	DATE
FIRST ISSUE	HFD	APR. 21/15



**RUDY MAK**  
**SURVEYING LTD.**  
ONTARIO LAND SURVEYORS

89 BIG BAY POINT ROAD  
BARRIE, ONTARIO, L4N 8M5 (705) 722-3845  
E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: HFD	CHECK BY: RM	FILE No. 11675
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# TRINITY RAVINE TOWERS SENIOR'S HOUSING APARTMENT RENTALS KINGDOM MINISTRIES ADDITION AND PARKING STRUCTURE

1250/1256 MARKHAM ROAD, SCARBOROUGH, ONTARIO  
PROJECT No. 15007



SHEET SIZE: A1 609.6mm X 914.4mm

DRAWING LIST		
MUNICIPAL		
DWG. No.	DESCRIPTION	
15007_SP0	CONTEXT PLAN	1:2000
15007_SP1	SITE PLAN	1:400
15007_SP2	EXISTING SITE SERVING PLAN	1:400
15007_SP3	DEMOLITION PLAN	1:400
15007_SP4	PROPOSED SITE SERVING PLAN	1:400
15007_SP5	PROPOSED GRADING PLAN	1:200
15007_SP6	EXISTING DRAINAGE PLAN	1:200
15007_SP7	PROPOSED DRAINAGE PLAN	1:200
15007_SP8	EROSION AND SEDIMENT CONTROL PLAN	1:200
15007_SP9	GENERAL NOTES AND DETAILED DRAWINGS	1:400
11675	TOPOGRAPHIC SURVEY	1:400
11259	BOUNDARY SURVEY	1:400
LANDSCAPE		
DWG. No.	DESCRIPTION	
0454IV_TI1	TREE INVENTORY & PRESERVATION PLAN	1:500
0454IV_TI2	TREE PRESERVATION NOTES & DETAILS	AN
0454IV_L1	LANDSCAPE PLAN – NORTH	1:250
0454IV_L2	LANDSCAPE PLAN – SOUTH WEST	1:200
0454IV_L3	LANDSCAPE PLAN – SOUTH EAST	1:200
0454IV_L4	SOIL VOLUME PLAN	1:500
0454IV_L5	SECTIONS	AN
0454IV_L6	LANDSCAPE PLAN – THIRD FLOOR TERRACE & PODIUM ROOF	AN
0454IV_L7	DETAILS – 1	AN
0454IV_L8	DETAILS – 2	AN
0454IV_L9	DETAILS – 3	AN
0454IV_L10	DETAILS AND GENERAL NOTES	AN
TRINITY RAVINE TOWERS DEVELOPMENT		
ARCHITECTURAL		
DWG. No.	DESCRIPTION	
15007_A000	TITLE SHEET / DRAWING LIST	NTS
15007_A001	PERSPECTIVE DRAWINGS	NTS
15007_A101	PARKING LEVEL 2	1:200
15007_A102	PARKING LEVEL 1	1:200
15007_A103	GROUND FLOOR PLAN	1:200
15007_A104	2ND FLOOR PLAN	1:200
15007_A105	3RD FLOOR PLAN	1:200
15007_A106	4TH FLOOR PLAN	1:200
15007_A107	5TH FLOOR PLAN	1:200
15007_A108	6TH FLOOR PLAN – PODIUM ROOF TERRACE	1:200
15007_A109	TYPICAL TOWER FLOOR PLAN	1:200
13022_A110	MECHANICAL FLOOR PLAN	1:200
13022_A111	TOWER ROOF PLAN	1:200
13022_A113	PARKING DECK MAIN FLOOR PLAN & LEVEL 1 PLAN	1:200
13022_A114	PARKING DECK LEVEL 2 & LEVEL 3 PLAN	1:200
13022_A115	PARKING DECK LEVEL 4 & LEVEL 5 PLAN	1:200
15007_A200	BUILDING ELEVATIONS TOWER 1 & 2 – SOUTH	1:200
15007_A201	BUILDING ELEVATIONS TOWER 1 – WEST & EAST	1:200
15007_A202	BUILDING ELEVATIONS TOWER 1 & 2 – NORTH	1:200
15007_A203	BUILDING ELEVATIONS TOWER 2 – EAST & WEST	1:200
15007_A204	BUILDING ELEVATIONS PARKING DECK	1:200
15007_A205	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – SOUTH	1:100
15007_A206	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – SOUTH	1:100
15007_A207	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – SOUTH	1:100
15007_A208	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – SOUTH	1:100
15007_A209	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – NORTH	1:100
15007_A210	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – NORTH	1:100
15007_A211	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – NORTH	1:100
15007_A212	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – NORTH	1:100
15007_A213	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – WEST	1:100
15007_A214	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – WEST	1:100
15007_A215	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – EAST	1:100
15007_A216	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 1 – EAST	1:100
15007_A217	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – EAST	1:100
15007_A218	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – EAST	1:100
15007_A219	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – WEST	1:100
15007_A220	BUILDING ELEVATIONS ENLARGED COLOUR PARTIAL TOWER 2 – WEST	1:100
15007_A300	BUILDING CROSS SECTIONS TOWER 1 & 2 WEST/EAST DIRECTION	1:200
15007_A301	BUILDING CROSS SECTIONS PARKING DECK	1:200
GLOBAL KINGDOM MINISTRIES PHASE 3 ADDITION		
ARCHITECTURAL		
DWG. No.	DESCRIPTION	
13022_A001	BUILDING DESIGN STATISTICS	NTS
13022_A105	GROUND FLOOR PLAN OVERALL	1:150
13022_A106	SECOND FLOOR PLAN OVERALL	1:150
13022_A107	ROOF PLAN OVERALL	1:150
13022_A108	PARTIAL FLOOR PLANS	1:100
13022_A109	PARTIAL FLOOR PLANS	1:100
13022_A110	PARTIAL ROOF PLANS	1:100
13022_A200	BUILDING ELEVATIONS	1:125
13022_A201	BUILDING SECTIONS	1:100



7	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
6	AS PER CITY COMMENTS	2018.06.15	GDR
5	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
4	AS PER CITY COMMENTS	2018.06.08	GDR
3	AS PER CITY COMMENTS	2018.01.29	GDR
2	ISSUED FOR SPA	2017.06.02	GDR
1	FINAL SCHEMATIC DESIGN	2017.02.28	GDR
0	ISSUED FOR SPA	2015.07.17	GDR
no.	revisions	date	init.

GENERAL NOTE:  
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cad file 15007\_A000  
date plotted 2020.07.29 plot scale 1:1



drawn	RG.
designed	RG.
reviewed	KR
date	2020.07.29
scale	NTS

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS  
  
1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
TITLE SHEET & DRAWING LIST

REINDERS + LAW  
ARCHITECTURE . ENGINEERING

REINDERS + LAW LTD.  
ARCHITECTURE . ENGINEERING  
64 ONTARIO STREET NORTH  
MILTON, ON L9T 2T1  
T. 905.457.1618 F. 905.457.8852  
EMAIL@REINDERS.CA WWW.REINDERS.CA

drawing no.	15007_A000	rev. no.	7
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**PART OF LOT 32,  
REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO**

OWNERS	APPLICANT
TRUSTEES OF THE GLOBAL KINGDOM MINISTRIES AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA 1250 MARKHAM ROAD SCARBOROUGH, ON M1H 2Y9 P (416)438.1601 F (416)438.0047	REINDERS + LAW LTD. 64 ONTARIO ST NORTH MILTON, ON L9T 2T1 P (905)457-1618 F (905)457-8852

LEGEND	
	EXTERIOR DOOR LOCATION
	DENOTES HANDICAP SIGN
	HIGH ALBEDO ASPHALT PAINT AREAS
	NEW ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK & CONCRETE PAD
	PROPOSED BUILDINGS & ADDITIONS
	Ex. BUILDINGS TO REMAIN
	SNOW STORAGE AREA
	SHORT TERM BICYCLE STORAGE RACK (10 BIKES/RACK). REFER TO LANDSCAPE DWGS.
	TREE PROTECTION HOARDING
	PROPOSED FIRE ROUTE (6m WIDE)
	PROPERTY LINE
	ZONING AREA LINE
	DENOTES PROPOSED CURB CUT OR DEPRESSED CURB
	FIRE DEPT. SIAMESE CONNECTION
	REMOTE SIAMESE CONNECTION
	PROPOSED LIGHT STANDARDS
	Ex. FIRE HYDRANT
	RELOCATED FIRE HYDRANT
	BARRIER FREE PARKING SPACE
	Ex. CATCH BASIN
	Ex. STORM MANHOLE
	TRAFFIC CONTROL FLOW
	PROPOSED TACTILE STRIP (AODA COMPLIANT)
	PROPOSED SUMP PIT WITH PUMP
	PROPOSED U/G STORM TANK

**CITY OF TORONTO NOTATION 1:**  
BE ADVISED THAT SHOULD ANY PARTY, INCLUDING THE APPLICANT OR ANY SUBSEQUENT OWNER, APPLY FOR MORE THAN ONE CONDOMINIUM CORPORATION ENCOMPASSING ANY OR ALL OF THIS DEVELOPMENT OR MAKE AN APPLICATION THAT RESULTS IN A LAND DIVISION, START MAY REQUIRE LEGAL ASSURANCES, INCLUDING BUT NOT LIMITED TO EASEMENTS, WITH RESPECT TO THE APPROVED SERVICES. SUCH ASSURANCES WILL BE DETERMINED AT THE TIME OF APPLICATION FOR CONDOMINIUM APPROVAL.

**CITY OF TORONTO NOTATION 2:**  
IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLY WITH THE SEWER USE BY-LAW AND OBTAIN ALL APPROVALS / PERMITS FROM TORONTO WATER - ENVIRONMENTAL MONITORING & PROTECTION UNIT FOR ANY PROPOSED TEMPORARY OR PERMANENT DISCHARGING OF GROUNDWATER INTO MUNICIPAL SEWER SYSTEMS AND WATERCOURSES. THE APPLICANT IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL THE APPLICABLE PROVINCIAL REQUIREMENTS AND OBTAINING THE NECESSARY APPROVALS AND/OR PERMITS FROM THE MINISTRY OF THE ENVIRONMENT & CLIMATE CHANGE WITH REGARD TO ANY PROPOSED DEWATERING.

**LIMIT OF DISTURBANCE & CONSTRUCTION, TREE HOARDING (REFER TO LANDSCAPE DWGS) AND SILT FENCE.**  
THERE MAY BE NO DISTURBANCE TO EXISTING GRADE AT ANY TIME, AND PRIOR TO MOVING OR REMOVING ANY TPZ, PERMISSION FROM URBAN FORESTRY IS REQUIRED.

**SURVEY**  
EXISTING TOPOGRAPHIC INFORMATION BASED ON SURVEY PERFORMED BY RUDY MAK SURVEYING LTD., BARRIE, ONTARIO, (705)722-3845, FILE No.11675.  
**BENCHMARK:**  
SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT No.12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52m.  
**ELEVATION:**  
ELEVATION ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928: PRE-1978 TOR THIRD ORDER.  
**BEARING NOTE**  
BEARINGS ARE MTM GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, MTM ZONE 10 (81° WEST LONGITUDE) NAD83 (GSR5).

AMENITY AREA - INDOOR (REQ'D 1210m <sup>2</sup> )	AMENITY AREA - OUTDOOR (REQ'D 1210m <sup>2</sup> )	TENANT AREA
PROGRAM SPACE 215.90 m <sup>2</sup>	COURTYARD 293.80 m <sup>2</sup>	Unit 'A' 105.00 m <sup>2</sup>
DINING/LOUNGE 470.00 m <sup>2</sup>	NORTH LANE 245.00 m <sup>2</sup>	Unit 'B' 113.00 m <sup>2</sup>
FITNESS/HEALTH CENTRE 435.00 m <sup>2</sup>	3RD FLOOR PATIO 110.00 m <sup>2</sup>	Unit 'C' 65.00 m <sup>2</sup>
THEATRE 95.00 m <sup>2</sup>	5TH FLOOR PATIO 592.00 m <sup>2</sup>	Unit 'D' 79.00 m <sup>2</sup>
COMMON/QUIET AREAS 220.00 m <sup>2</sup>	<b>Total 1242.00 m<sup>2</sup></b>	Unit 'E' 84.00 m <sup>2</sup>
LIBRARY LOUNGE 65.00 m <sup>2</sup>		Unit 'F' 71.00 m <sup>2</sup>
<b>Total 1500.00 m<sup>2</sup></b>		<b>Total 517.00 m<sup>2</sup></b>

BARRIER FREE PARKING:	REQ'D	PROVIDED
RETIREMENT HOME (242 - 100 = 5) + (142/50 = 3) = 8	8	8
VISITORS: (121 - 100 = 5) + (21/50 = 1) = 6	6	6
GKM: (486 - 100 = 5) + (386/50 = 8) = 13	13	15

**LIMIT OF DISTURBANCE & CONSTRUCTION, TREE HOARDING (REFER TO LANDSCAPE DWGS) AND SILT FENCE.**  
THERE MAY BE NO DISTURBANCE TO EXISTING GRADE AT ANY TIME, AND PRIOR TO MOVING OR REMOVING ANY TPZ, PERMISSION FROM URBAN FORESTRY IS REQUIRED.

REQ'D	PROVIDED
8	8
6	6
13	15

RETAINING WALL W/ FENCE  
REFER TO LANDSCAPE DETAIL 28/L-10  
AND WEST PROPERTY LINE  
REFER TO LANDSCAPE DWGS.

105.65m (ABOVE GRD)  
106.215m (BELOW GRD)

TRCA BUFFER

BLDG SETBACK

SHORT TERM BICYCLE RACK (20)

STORM TANK

PROP. STORM TANK NO. 1 & P1

PROP. STORM TANK NO. 2 & P1

PROP. STORM TANK NO. 3 & P1

PROP. STORM TANK NO. 4 & P1

PROP. STORM TANK NO. 5 & P1

PROP. STORM TANK NO. 6 & P1

PROP. STORM TANK NO. 7 & P1

PROP. STORM TANK NO. 8 & P1

PROP. STORM TANK NO. 9 & P1

PROP. STORM TANK NO. 10 & P1

PROP. STORM TANK NO. 11 & P1

PROP. STORM TANK NO. 12 & P1

PROP. STORM TANK NO. 13 & P1

PROP. STORM TANK NO. 14 & P1

PROP. STORM TANK NO. 15 & P1

PROP. STORM TANK NO. 16 & P1

PROP. STORM TANK NO. 17 & P1

PROP. STORM TANK NO. 18 & P1

PROP. STORM TANK NO. 19 & P1

PROP. STORM TANK NO. 20 & P1

PROP. STORM TANK NO. 21 & P1

PROP. STORM TANK NO. 22 & P1

PROP. STORM TANK NO. 23 & P1

PROP. STORM TANK NO. 24 & P1

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12	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
11	AS PER CITY COMMENTS	2018.09.13	GDR
10	AS PER CITY COMMENTS	2018.07.23	GDR
9	AS PER CITY COMMENTS	2018.06.15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
7	REVISED PARKING COUNT	2018.03.29	GDR
6	AS PER CITY COMMENTS	2018.01.29	GDR
5	ISSUED FOR SPA	2017.06.02	GDR
4	FINAL SCHEMATIC DESIGN	2017.02.27	GDR
3	ISSUED FOR PRELIMINARY PRICING	2016.10.31	GDR
2	ISSUED FOR OWNER REVIEW	2016.10.31	GDR
1	ISSUED FOR SPA	2015.07.17	GDR
0	ISSUED FOR PRICING	2015.06.22	GDR
no.	revisions	date	init.

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date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

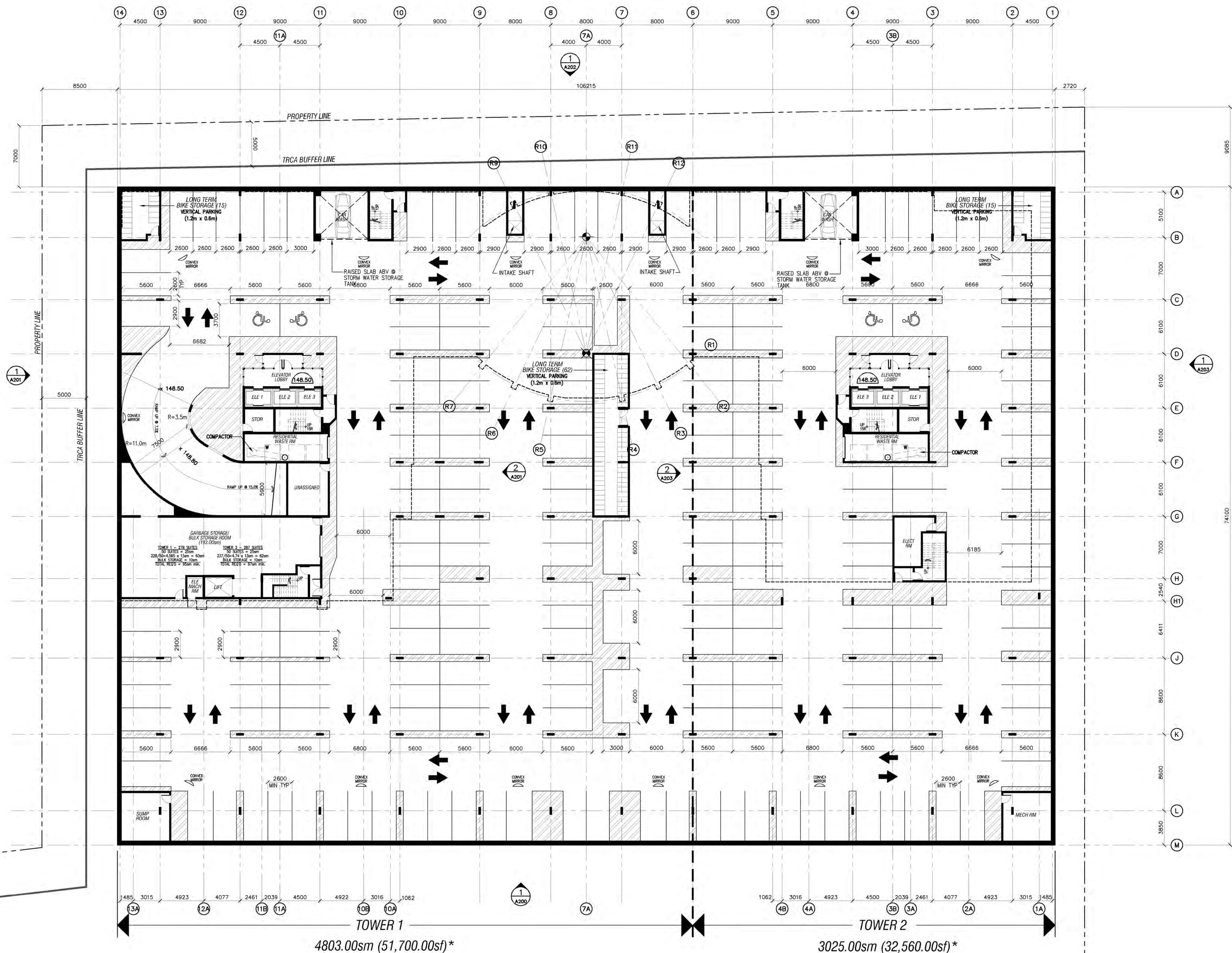
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SCARBOROUGH, ONTARIO

drawing  
PARKING LEVEL 2

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drawing no. 15007\_A101 rev. no. 12





12	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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10	AS PER CITY COMMENTS	2018.07.23	GDR
9	AS PER CITY COMMENTS	2018.06.15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
7	REVISED PARKING COUNT	2018.03.29	GDR
6	AS PER CITY COMMENTS	2018.01.29	GDR
5	ISSUED FOR SPA	2017.06.02	GDR
4	FINAL SCHEMATIC DESIGN	2017.02.27	GDR
3	ISSUED FOR PRELIMINARY PRICING	2016.10.31	GDR
2	ISSUED FOR OWNER REVIEW	2016.10.18	GDR
1	ISSUED FOR SPA	2015.07.17	GDR
0	ISSUED FOR PRICING	2015.06.22	GDR
no.	revisions	date	init.

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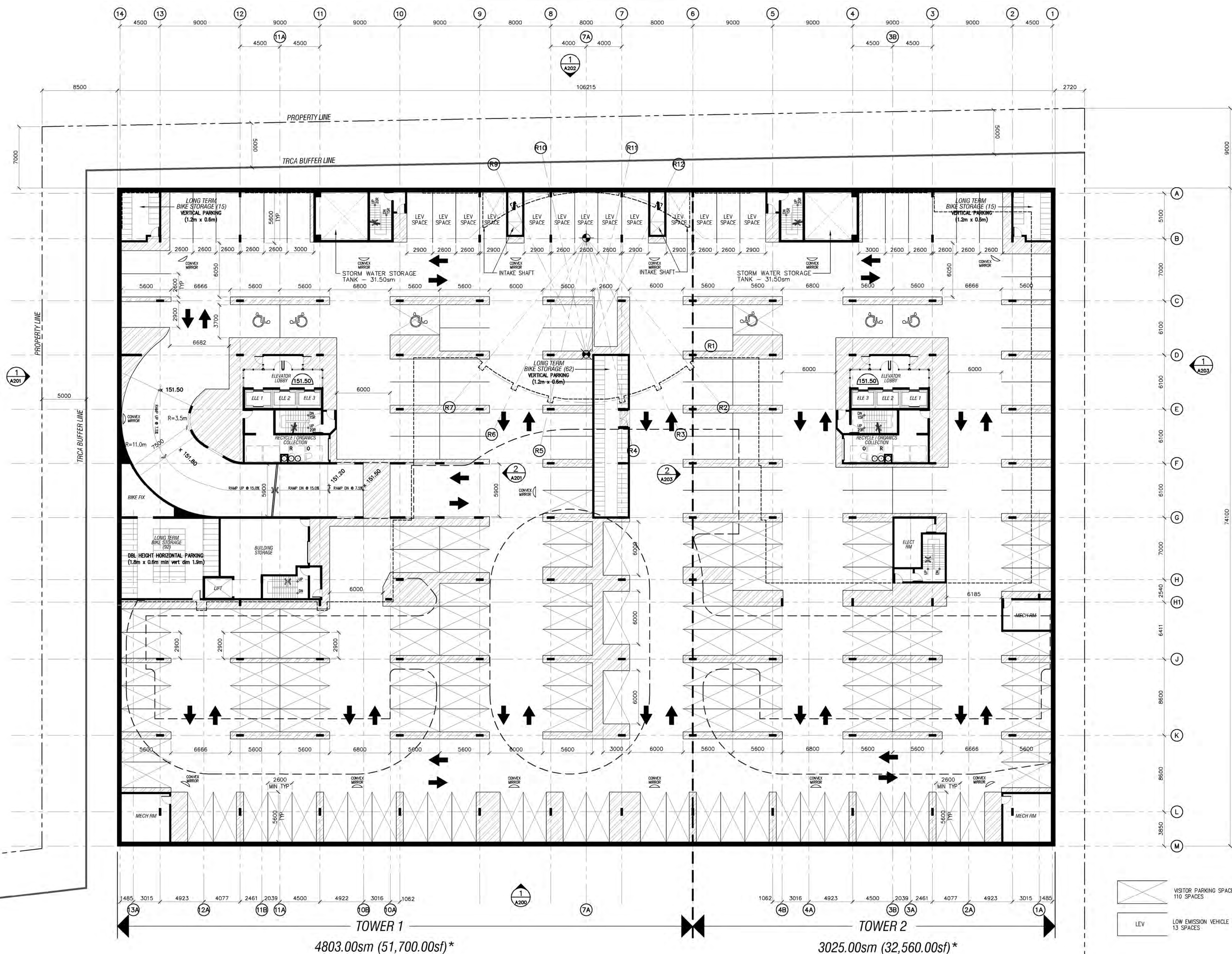
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drawn RG.  
designed RG.  
reviewed KR  
date 202.07.29  
scale 1:200  
project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS  
1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO  
drawing  
PARKING LEVEL 1

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drawing no. 15007\_A102 rev. no. 12





12	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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10	AS PER CITY COMMENTS	2018.08.17	GDR
9	AS PER CITY COMMENTS	2018.07.23	GDR
8	AS PER CITY COMMENTS	2018.06.15	GDR
7	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
6	AS PER CITY COMMENTS	2018.01.29	GDR
5	ISSUED FOR SPA	2017.06.02	GDR
4	FINAL SCHEMATIC DESIGN	2017.02.27	GDR
3	ISSUED FOR PRELIMINARY PRICING	2016.10.31	GDR
2	COT URBAN DESIGN REVIEW	2016.10.18	GDR
1	ISSUED FOR SPA	2015.07.17	GDR
0	ISSUED FOR PRICING	2015.06.22	GDR
no.	revisions	date	init.

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cad file 15007\_A100  
date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

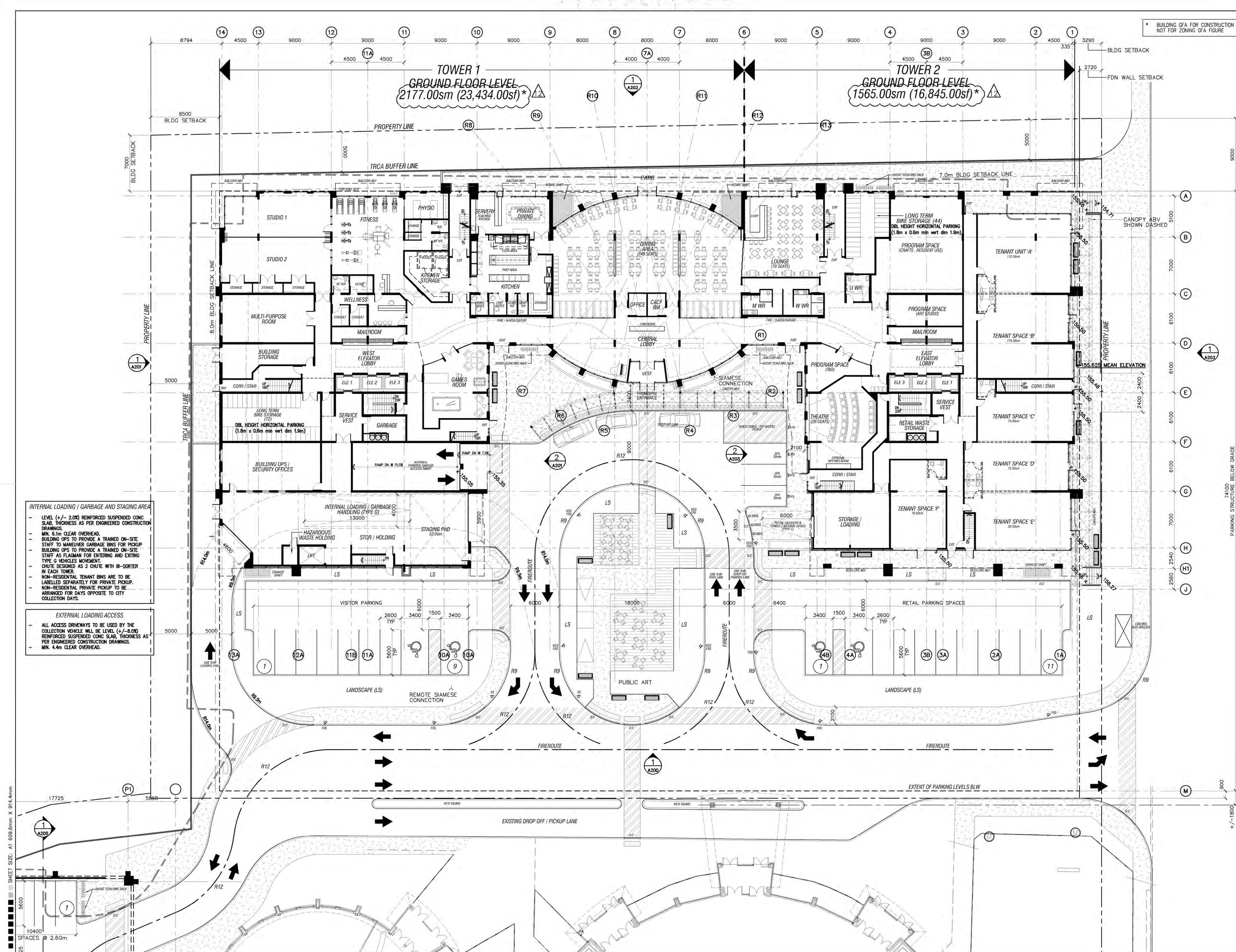
drawing

GROUND FLOOR PLAN

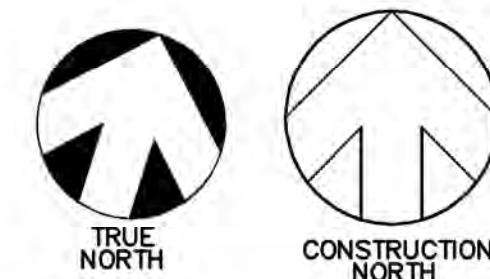
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4	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
3	AS PER CITY COMMENTS	2018.07.23	GDR
2	AS PER CITY COMMENTS	2018.06.15	GDR
1	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
0	ISSUED FOR SPA	2018.01.29	GDR

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drawn RG.

designed RG.

reviewed KR

date 2020.07.29

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project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

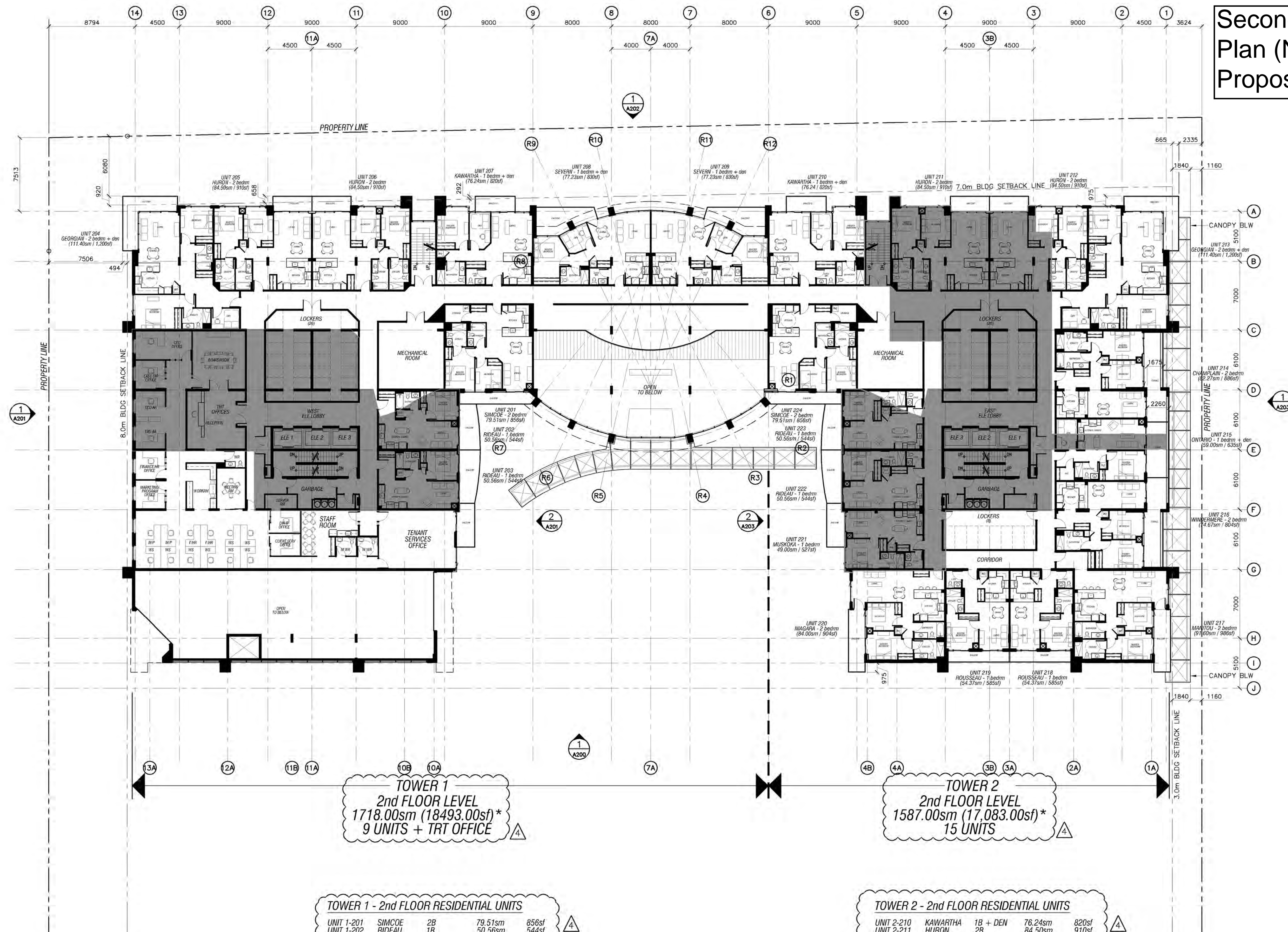
drawing  
2ND FLOOR PLAN

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drawing no. 15007\_A104 rev. no. 4

## Second Floor Plan (New Proposal)



**TOWER 1**  
2nd FLOOR LEVEL  
1718.00sm (18493.00sf)\*  
9 UNITS + TRT OFFICE

### TOWER 1 - 2nd FLOOR RESIDENTIAL UNITS

UNIT 1-201	SIMCOE	2B	79.51sm	856sf
UNIT 1-202	RIDEAU	1B	50.56sm	544sf
UNIT 1-203	RIDEAU	1B	50.56sm	544sf
UNIT 1-204	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 1-205	HURON	2B	84.50sm	910sf
UNIT 1-206	HURON	2B	84.50sm	910sf
UNIT 1-207	KAWARTHA	1B + DEN	76.24sm	820sf
UNIT 1-208	SEVERN	1B + DEN	77.23sm	830sf
UNIT 1-209	SEVERN	1B + DEN	77.23sm	830sf

RESIDENTIAL AREA 691.73sm 7,444sf

**TOWER 2**  
2nd FLOOR LEVEL  
1587.00sm (17,083.00sf)\*  
15 UNITS

### TOWER 2 - 2nd FLOOR RESIDENTIAL UNITS

UNIT 2-210	KAWARTHA	1B + DEN	76.24sm	820sf
UNIT 2-211	HURON	2B	84.50sm	910sf
UNIT 2-212	HURON	2B	84.50sm	910sf
UNIT 2-213	GEORGIAN	2B + DEN	111.40sm	1,200sf
UNIT 2-214	CHAMPLAIN	2B	82.27sm	886sf
UNIT 2-215	ONTARIO	1B + DEN	59.00sm	635sf
UNIT 2-216	WINDERMERE	2B	74.67sm	804sf
UNIT 2-217	MANITOU	2B	91.60sm	986sf
UNIT 2-218	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-219	ROUSSEAU	1B	54.37sm	585sf
UNIT 2-220	NIAGARA	2B	84.00sm	904sf
UNIT 2-221	MUSKOKA	1B	49.00sm	527sf
UNIT 2-222	RIDEAU	1B	50.56sm	544sf
UNIT 2-223	RIDEAU	1B	50.56sm	544sf
UNIT 2-224	SIMCOE	2B	79.51sm	856sf

RESIDENTIAL AREA 1086.55sm 11,696sf

NOTE: AREA SHOWN SHADED  
REPRESENTS THE FOOTPRINT AREA  
OF THE PREVIOUS MEZZANINE FLOOR.

\* BUILDING GFA FOR CONSTRUCTION PURPOSES  
NOT FOR ZONING GFA FIGURE



3	AS PER CITY COMMENTS	2018.07.23	GDR
2	AS PER CITY COMMENTS	2018.06.15	GDR
1	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
0	ISSUED FOR SPA	2018.01.29	GDR

no. revisions date init.

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date plotted 2018.07.23 plot scale 1:1



drawn RG.

designed RG.

reviewed GDR

date

scale 1:200

project  
TRINITY RAVINE TOWERS  
LIFE LEASE RETIREMENT  
DEVELOPMENT

1250 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing

MEZZANINE FLOOR PLAN



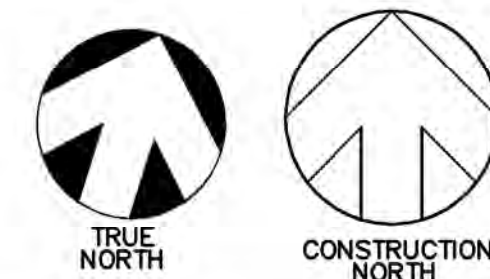
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drawing no. 15007\_A104 rev. no. 3

## Mezzanine Floor Plan (Original Proposal)







11	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
10	AS PER CITY COMMENTS	2018.07.23	GDR
9	AS PER CITY COMMENTS	2018.06.15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
7	AS PER CITY COMMENTS	2018.01.29	GDR
6	ISSUED FOR SPA	2017.06.02	GDR
5	FINAL SCHEMATIC DESIGN	2017.02.27	GDR
4	BLACKLINE COORDINATION	2016.11.04	GDR
3	ISSUED FOR PRELIMINARY PRICING	2016.10.31	GDR
2	COT URBAN DESIGN REVIEW	2016.10.17	GDR
1	ISSUED FOR SPA	2015.07.17	GDR
0	ISSUED FOR PRICING	2015.06.22	GDR
no.	revisions	date	init.

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date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing

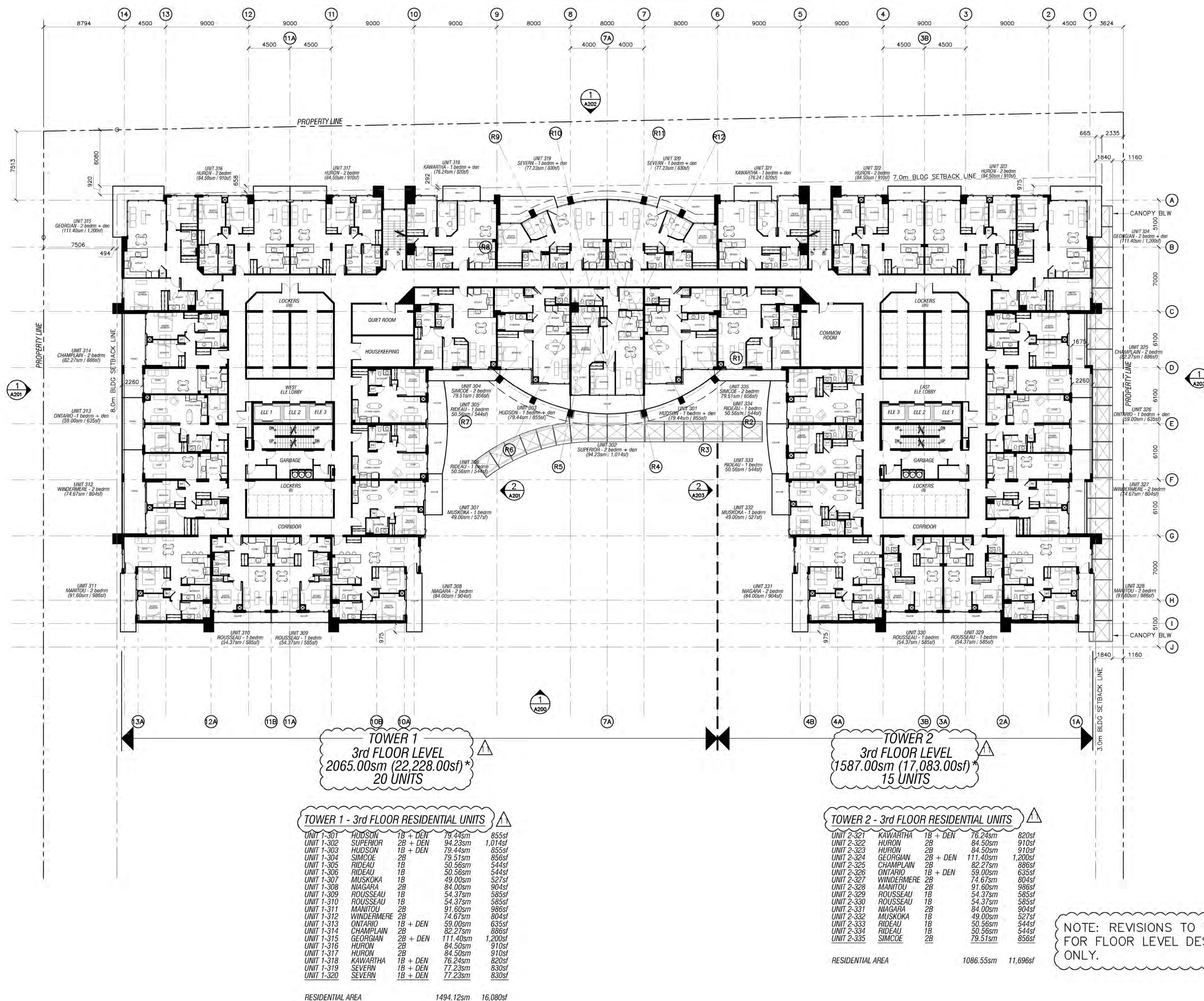
3rd FLOOR PLAN



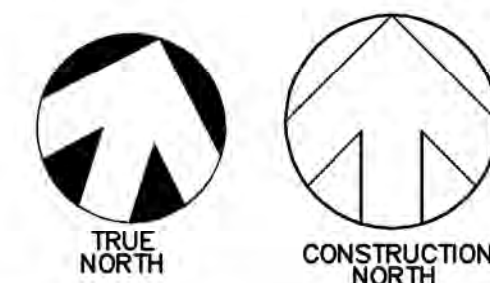
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drawing no. 15007\_A105 rev. no. 11







11	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
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0	ISSUED FOR PRICING	2015.06.22	GDR
no.	revisions	date	init.

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cad file 15007\_A100  
date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

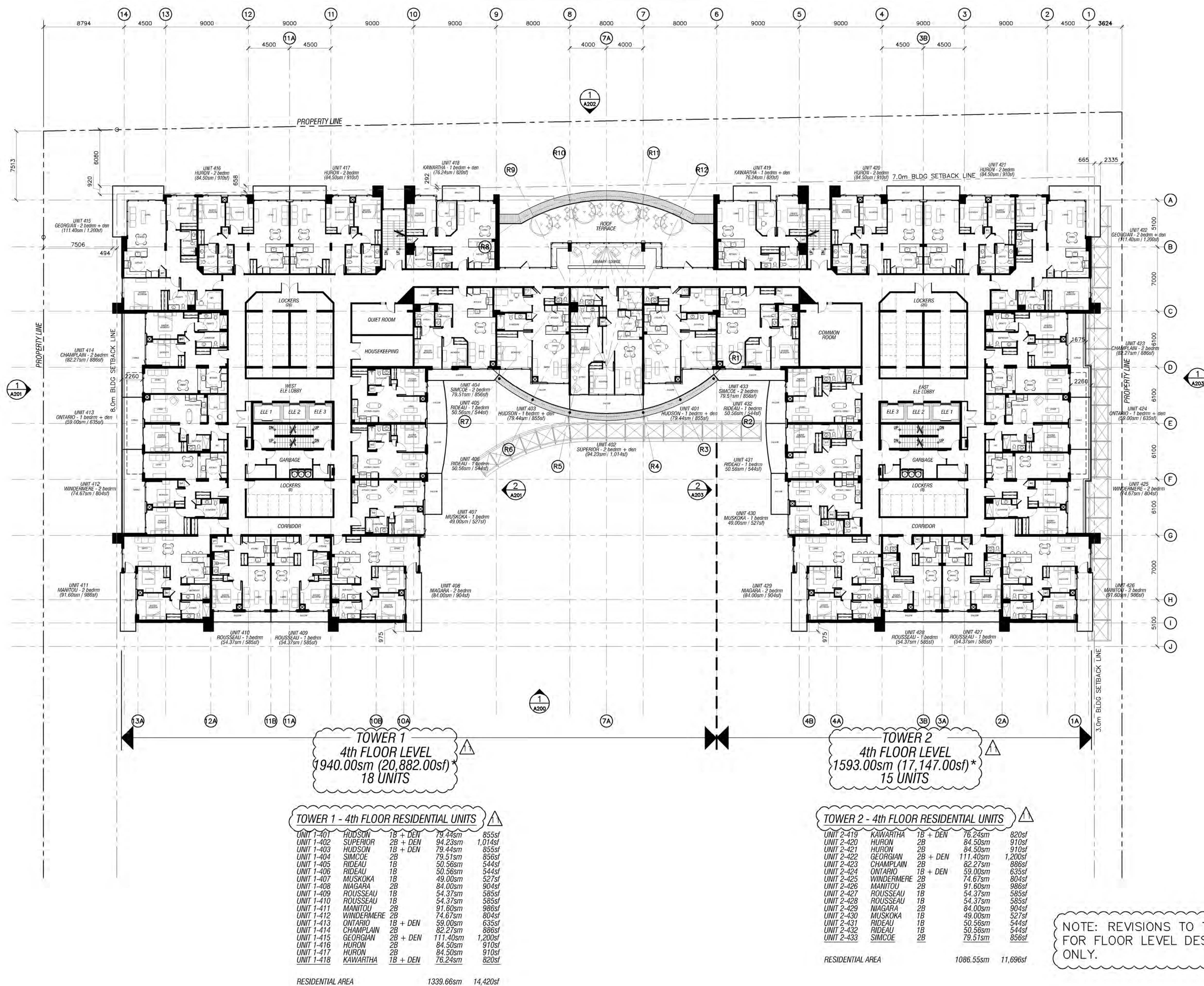
drawing

4th FLOOR PLAN

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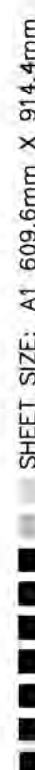
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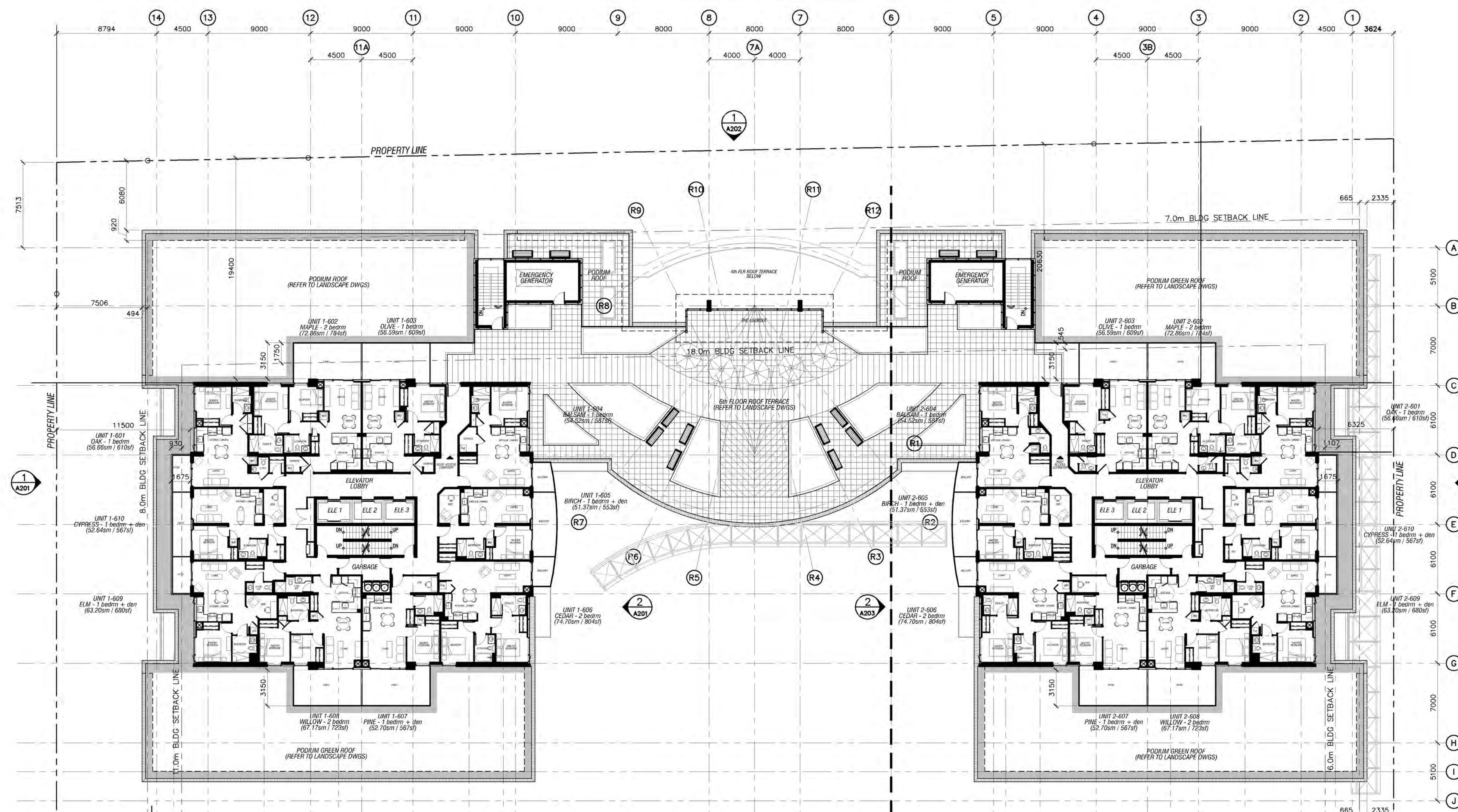
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drawing no.	rev. no.
15007_A107	11



\* BUILDING GFA FOR CONSTRUCTION PURPOSES  
NOT FOR ZONING GFA FIGURE





**TOWER 1**  
6th FLOOR LEVEL - 10 UNITS  
745.00sm (8,020sf)\*

**TOWER 1 - 6th FLOOR RESIDENTIAL UNITS**

UNIT 1-601	OAK	1B	56.66sm	610sf
UNIT 1-602	MAPLE	2B	72.86sm	784sf
UNIT 1-603	OLIVE	1B	56.59sm	609sf
UNIT 1-604	BALSAM	1B	54.52sm	587sf
UNIT 1-605	BIRCH	1B + DEN	51.37sm	553sf
UNIT 1-606	CEDAR	2B	74.70sm	804sf
UNIT 1-607	PINE	1B + DEN	52.70sm	567sf
UNIT 1-608	WILLOW	2B	67.17sm	723sf
UNIT 1-609	ELM	1B + DEN	63.20sm	680sf
UNIT 1-610	CYPRESS	1B + DEN	52.64sm	567sf
RESIDENTIAL AREA			602.38sm	6,484sf

**TOWER 2**  
6th FLOOR LEVEL - 10 UNITS  
745.00sm (8,020sf)\*

**TOWER 2 - 6th FLOOR RESIDENTIAL UNITS**

UNIT 2-601	OAK	1B	56.66sm	610sf
UNIT 2-602	MAPLE	2B	72.86sm	784sf
UNIT 2-603	OLIVE	1B	56.59sm	609sf
UNIT 2-604	BALSAM	1B	54.52sm	587sf
UNIT 2-605	BIRCH	1B + DEN	51.37sm	553sf
UNIT 2-606	CEDAR	2B	74.70sm	804sf
UNIT 2-607	PINE	1B + DEN	52.70sm	567sf
UNIT 2-608	WILLOW	2B	67.17sm	723sf
UNIT 2-609	ELM	1B + DEN	63.20sm	680sf
UNIT 2-610	CYPRESS	1B + DEN	52.64sm	567sf
RESIDENTIAL AREA			602.38sm	6,484sf

NOTE: REVISIONS TO THIS PLAN ARE FOR FLOOR LEVEL DESIGNATION ONLY.

no.	revisions	date	init.
11	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
10	AS PER CITY COMMENTS	2018.07.23	GDR
9	AS PER CITY COMMENTS	2018.06.15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
7	AS PER CITY COMMENTS	2018.01.29	GDR
6	ISSUED FOR SPA	2017.06.02	GDR
5	FINAL SCHEMATIC DESIGN	2017.02.27	GDR
4	BLACKLINE COORDINATION	2016.11.14	GDR
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1	ISSUED FOR SPA	2015.07.17	GDR
0	ISSUED FOR PRICING	2015.06.22	GDR

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date plotted 2020.07.29 plot scale 1:1



drawn RG.  
designed RG.  
reviewed KR  
date 2020.07.29  
scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS  
1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
6th FLOOR PLAN  
PODIUM ROOF TERRACE

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drawing no. 15007\_A108 rev. no. 11



11	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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9	AS PER CITY COMMENTS	2018.06.15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
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date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing

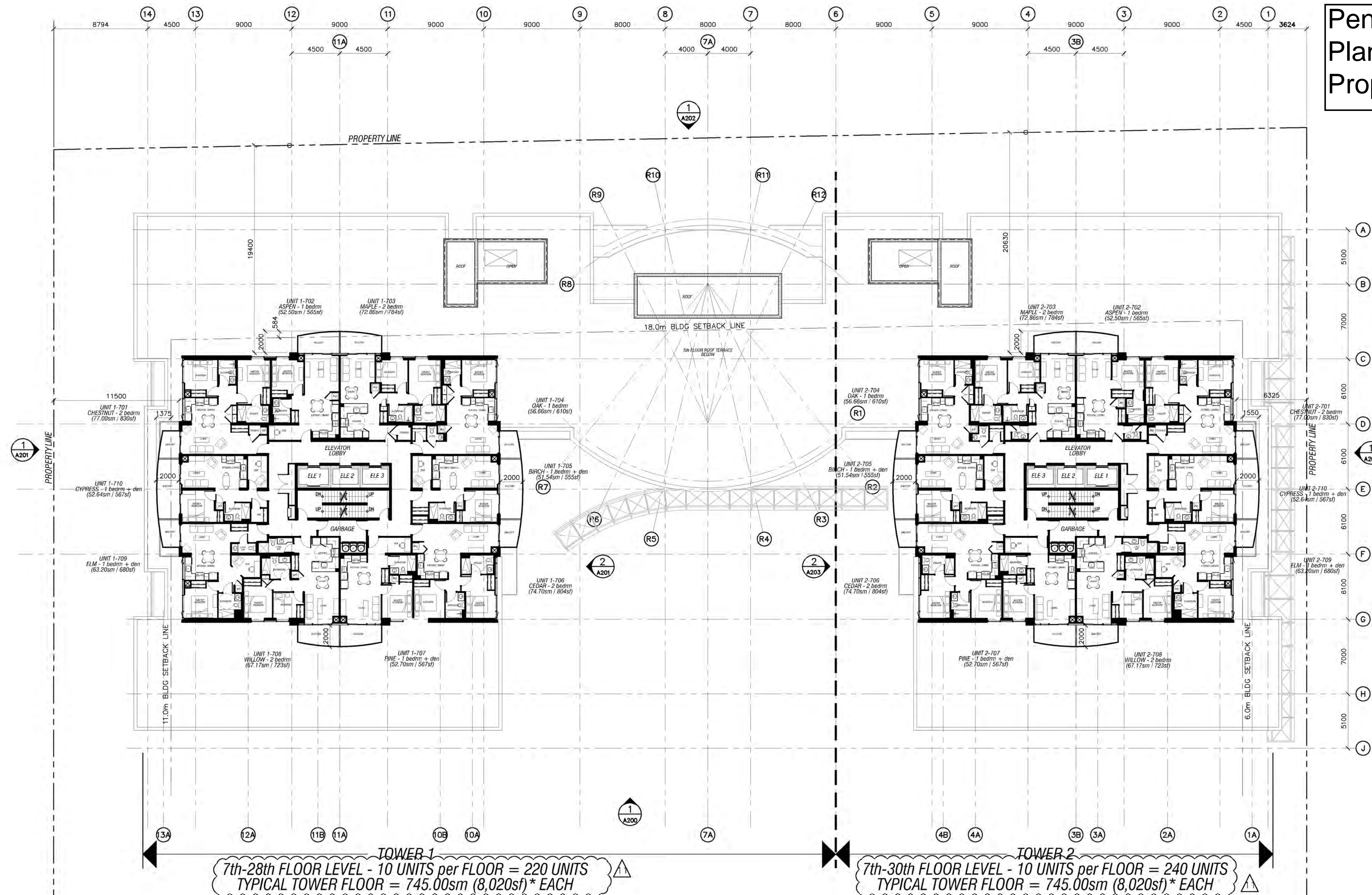
TYPICAL TOWER FLOOR PLAN

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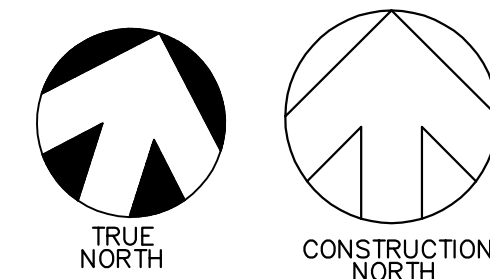
## Penthouse Floor Plan (New Proposal)



NOTE: REVISIONS TO THIS PLAN ARE FOR FLOOR LEVEL DESIGNATIONS AND TO INCLUDE PREVIOUS PENTHOUSE FLOORS INTO TYPICAL TOWER FLOOR UNIT DESIGN.

\* BUILDING GFA FOR CONSTRUCTION PURPOSES  
NOT FOR ZONING GFA FIGURE





9	AS PER CITY COMMENTS	2018.07.23	GDR
8	AS PER CITY COMMENTS	2018.06.15	GDR
7	ISSUED FOR ZONING CERTIFICATE	2018.06.13	GDR
6	AS PER CITY COMMENTS	2018.01.29	GDR
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date plotted 2018.07.23 plot scale 1:1



drawn RG.

designed RG.

reviewed GDR

date

scale 1:200

project  
TRINITY RAVINE TOWERS  
LIFE LEASE RETIREMENT  
DEVELOPMENT

1250 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

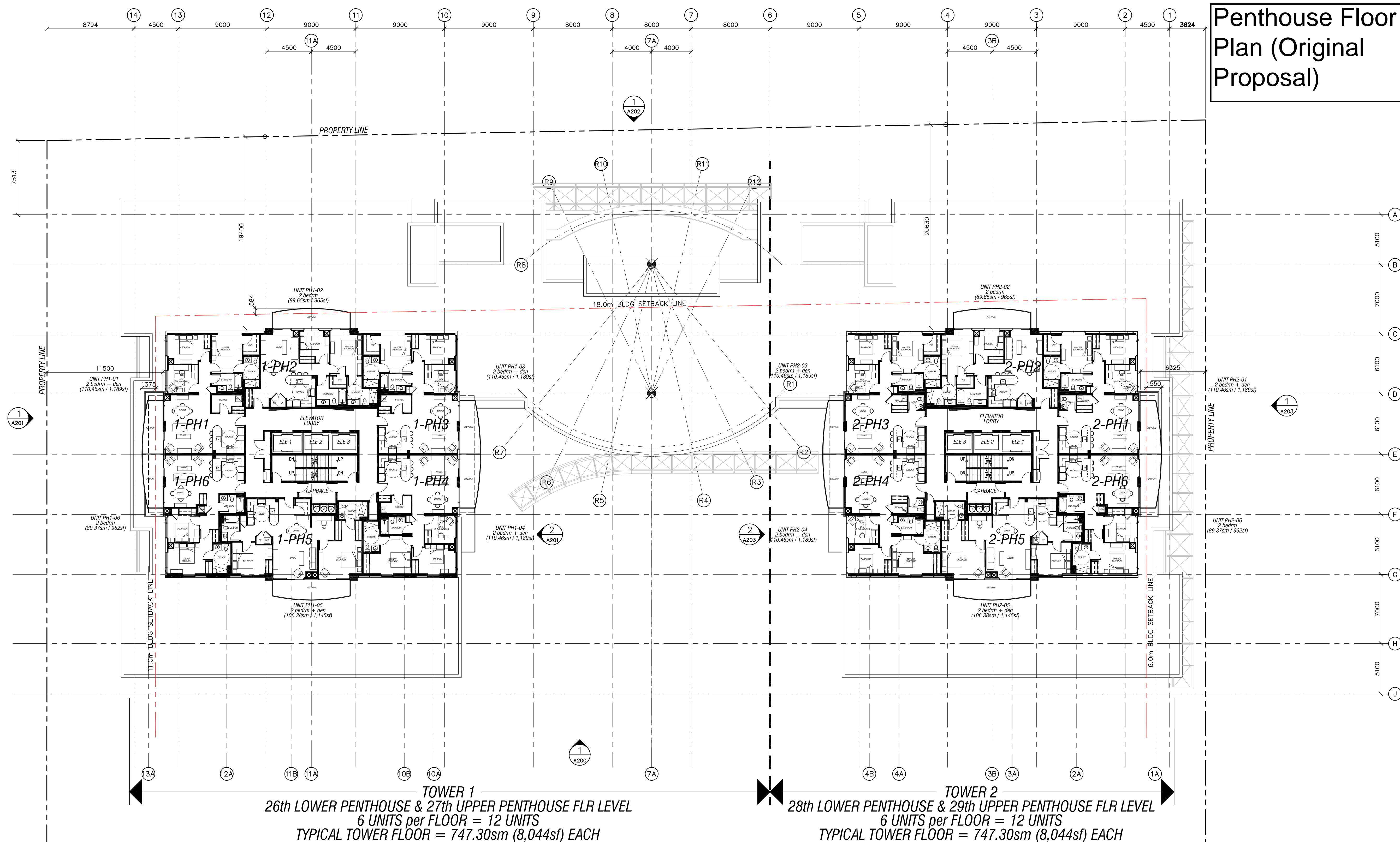
drawing  
PENTHOUSE SUITES  
FLOOR PLAN



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## Penthouse Floor Plan (Original Proposal)



### TOWER 1 - 26th & 27th FLOOR PENTHOUSE UNITS

#### 2 FLOORS

UNIT PH1-01	2B + DEN	110.46sm	1,189sf
UNIT PH1-02	2B	89.65sm	965sf
UNIT PH1-03	2B + DEN	110.46sm	1,189sf
UNIT PH1-04	2B + DEN	110.46sm	1,189sf
UNIT PH1-05	2B + DEN	106.38sm	1,145sf
UNIT PH1-06	2B	89.37sm	962sf

RESIDENTIAL GFA	616.78sm	6,639sf
x 2 FLOORS	1233.56sm	13,278sf

### TOWER 2 - 28th & 29th FLOOR PENTHOUSE UNITS

#### 2 FLOORS

UNIT PH2-01	2B + DEN	110.46sm	1,189sf
UNIT PH2-02	2B	89.65sm	965sf
UNIT PH2-03	2B + DEN	110.46sm	1,189sf
UNIT PH2-04	2B + DEN	110.46sm	1,189sf
UNIT PH2-05	2B + DEN	106.38sm	1,145sf
UNIT PH2-06	2B	89.37sm	962sf

RESIDENTIAL GFA	616.78sm	6,639sf
x 2 FLOORS	1233.56sm	13,278sf



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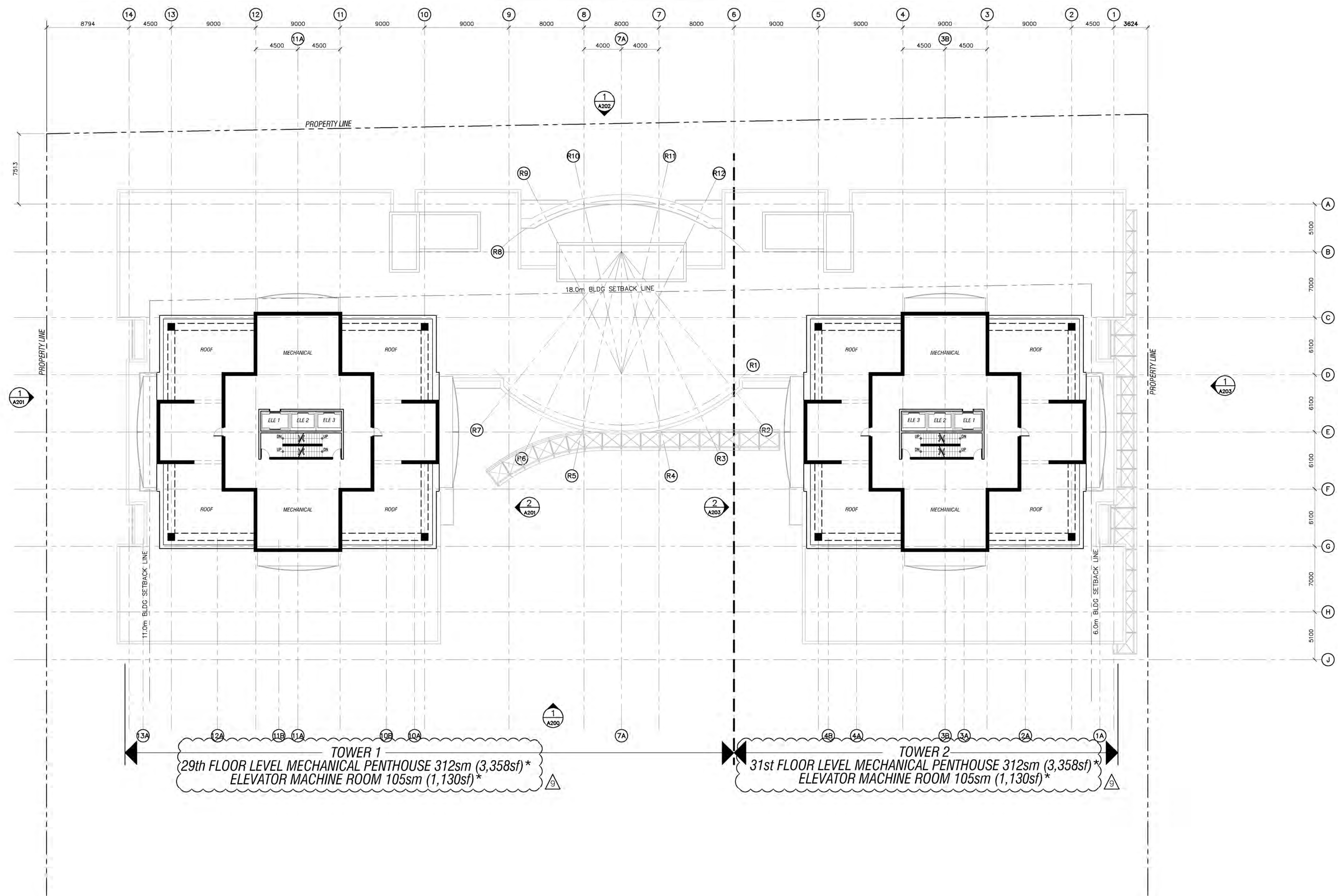
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drawn RG.  
designed RG.  
reviewed KR  
date 2020.07.29  
scale 1:200  
project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS  
1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO  
drawing  
MECHANICAL  
FLOOR PLAN

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\* BUILDING GFA FOR CONSTRUCTION PURPOSES  
NOT FOR ZONING GFA FIGURE



9	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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date plotted 2020.07.29 plot scale 1:1



drawn RG.

designed RG.

reviewed KR

date 2020.07.29

scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

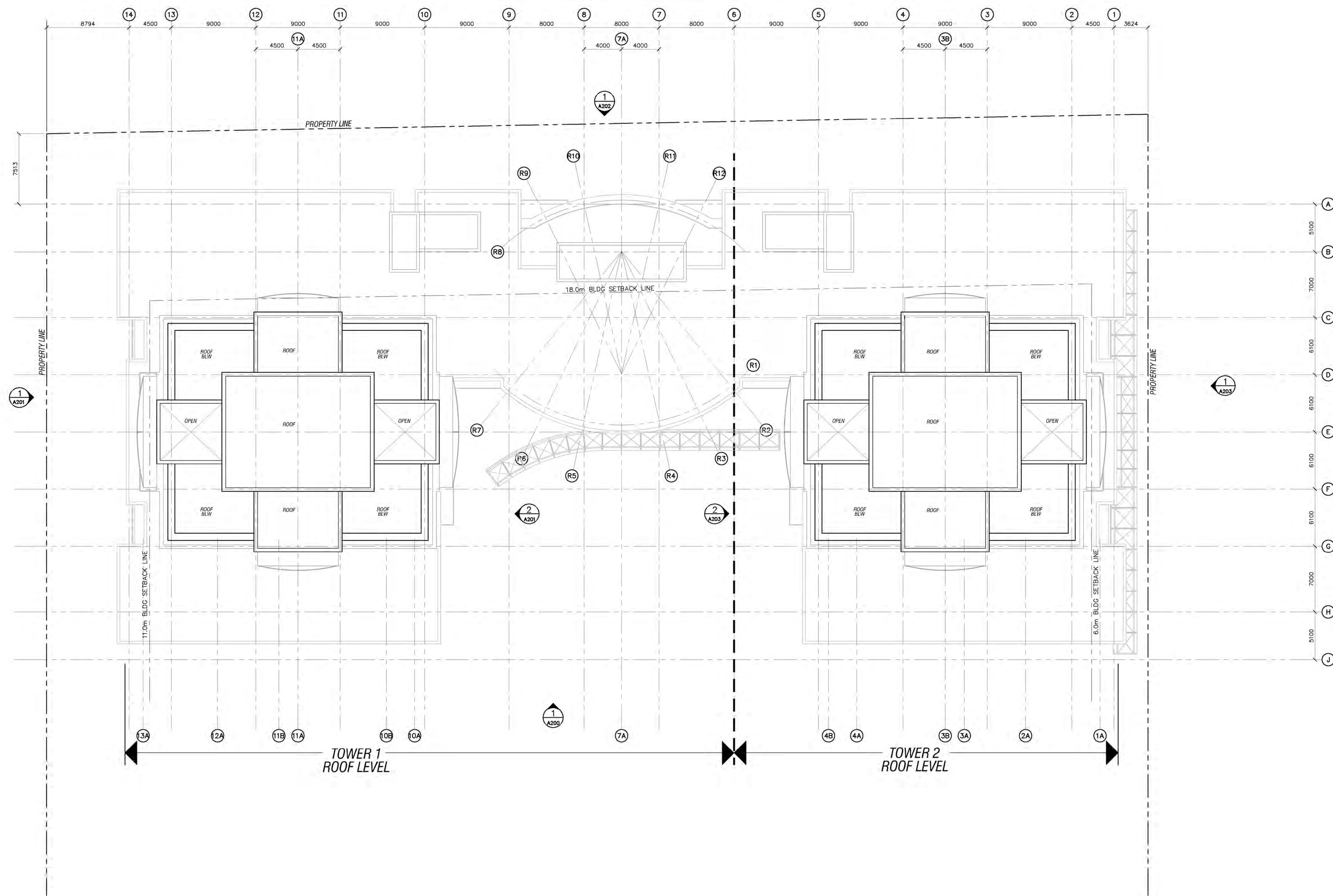
1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
TOWER ROOF PLAN

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12	RE-ISSUED FOR ZONING REVIEW	2020/07/29	GDR
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10	AS PER CITY COMMENTS	2018/08/17	GDR
9	AS PER CITY COMMENTS	2018/06/15	GDR
8	ISSUED FOR ZONING CERTIFICATE	2018/06/13	GDR
7	REVISED BUILDING HEIGHT	2018/04/03	GDR
6	AS PER CITY COMMENTS	2018/01/29	GDR
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4	FINAL SCHEMATIC DESIGN	2017/02/27	GDR
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designed	RG.
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reviewed	KR
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date	2020.07.29
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scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
BUILDING ELEVATIONS  
TOWER 1 & 2 - SOUTH

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JULY 29, 2020  
 KYLE J. REINDERS  
 LICENCE  
 8474

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

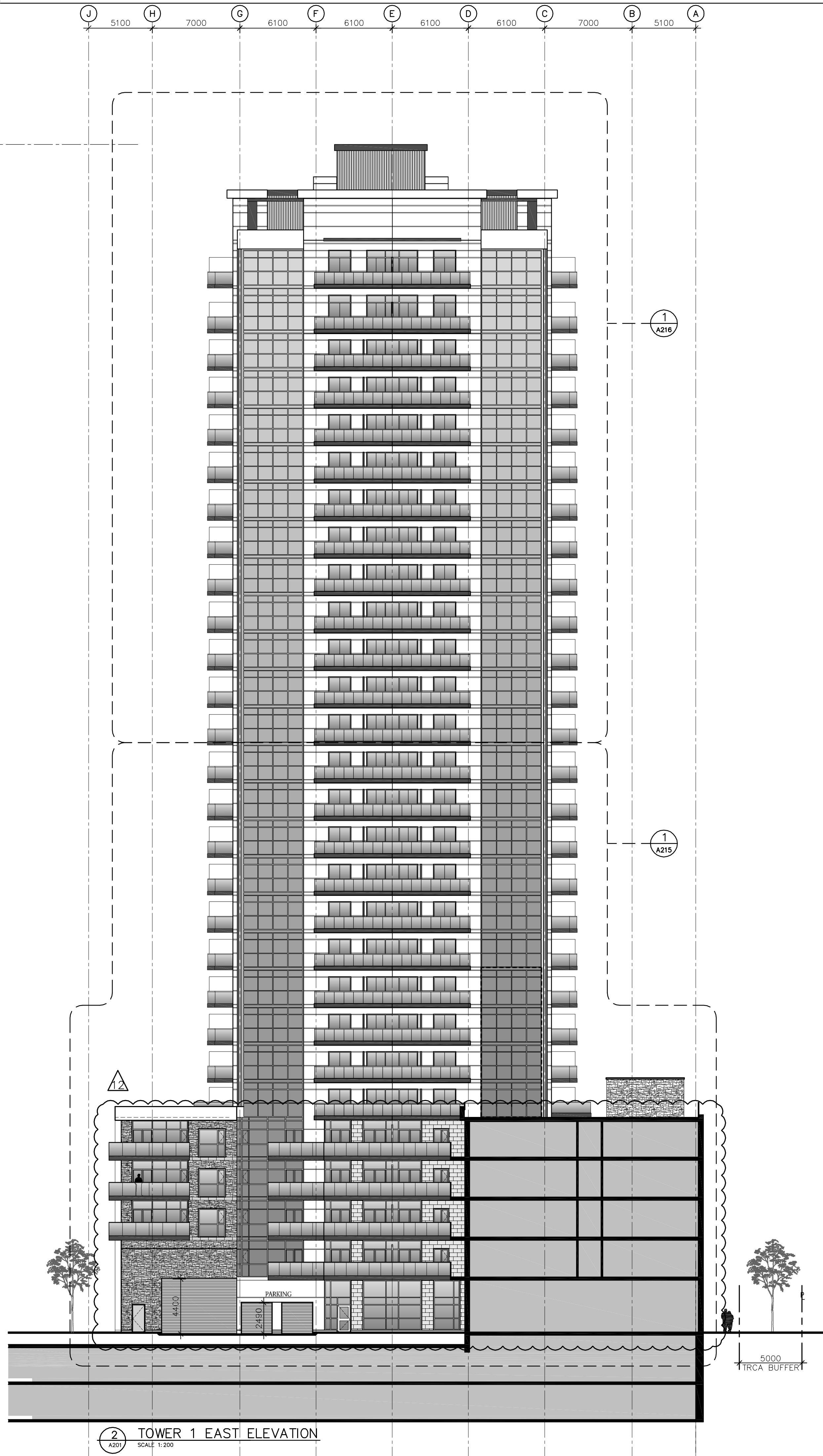
drawing  
BUILDING ELEVATIONS  
TOWER 1 – WEST & EAST

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9	AS PER CITY COMMENTS	2018.06.15	GD
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drawn	RG.
designed	RG.
reviewed	KR
date	2020.07.29
scale	1: 200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

drawing  
BUILDING ELEVATIONS  
TOWER 1 & 2 – NORTH

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15007 A202	12





13	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GDR
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7	REVISED BUILDING HEIGHT	2018.04.03	GDR
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4	FINAL SCHEMATIC DESIGN	2017.02.28	GDR
3	ISSUED FOR PRELIMINARY PRICING	2016.10.31	GDR
2	COT URBAN DESIGN REVIEW	2016.10.17	GDR
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0	ISSUED FOR PRICING	2015.06.22	GDR

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date plotted 2020.07.29 plot scale 1:1



drawn RG.  
designed RG.  
reviewed KR  
date 2020.07.29  
scale 1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

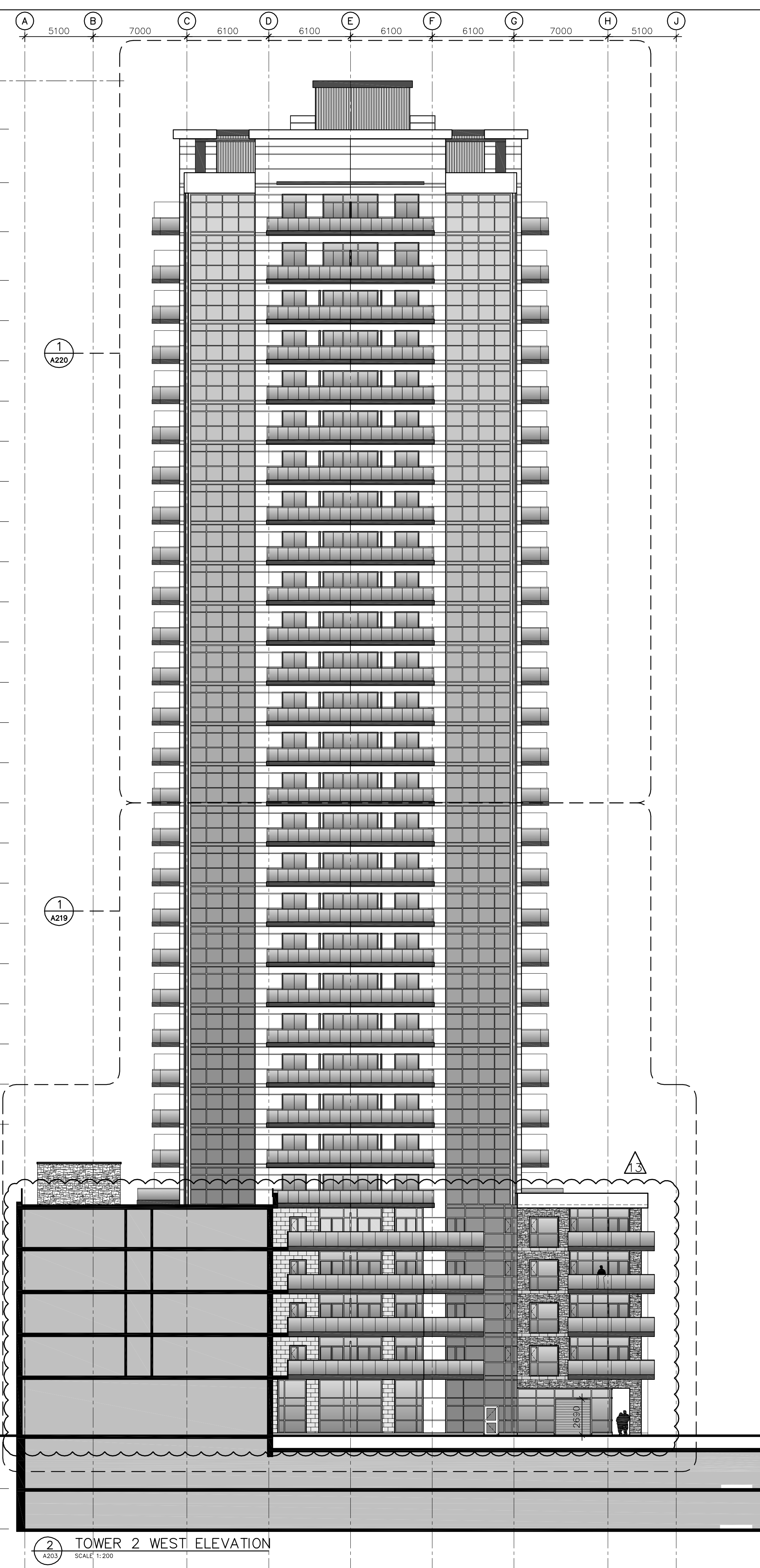
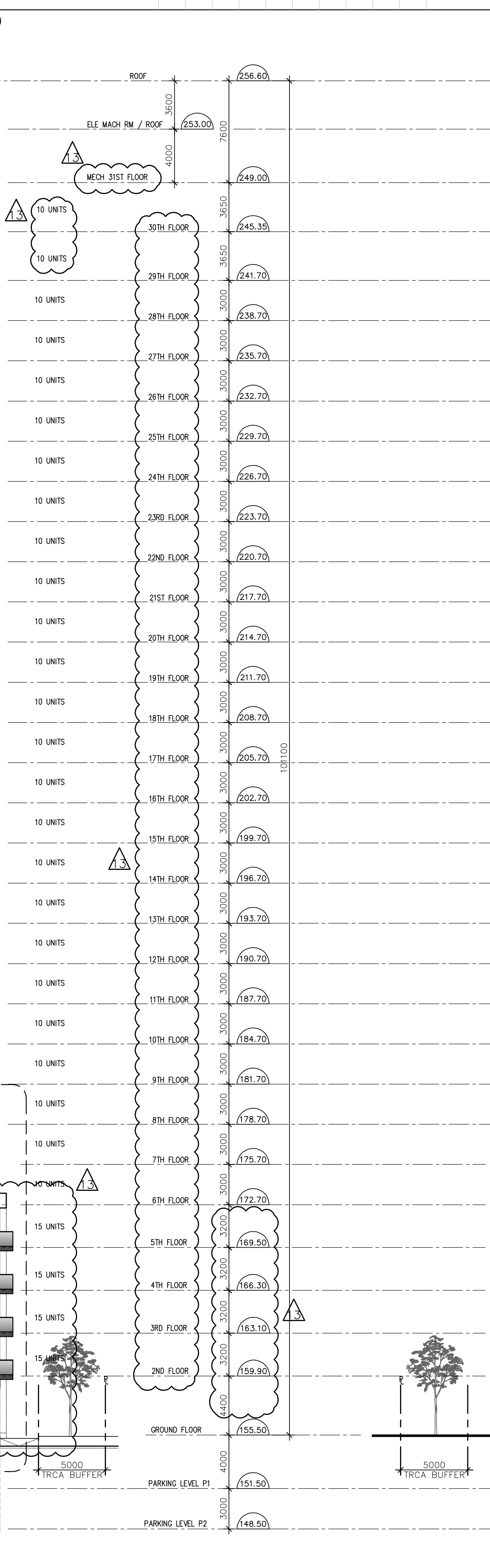
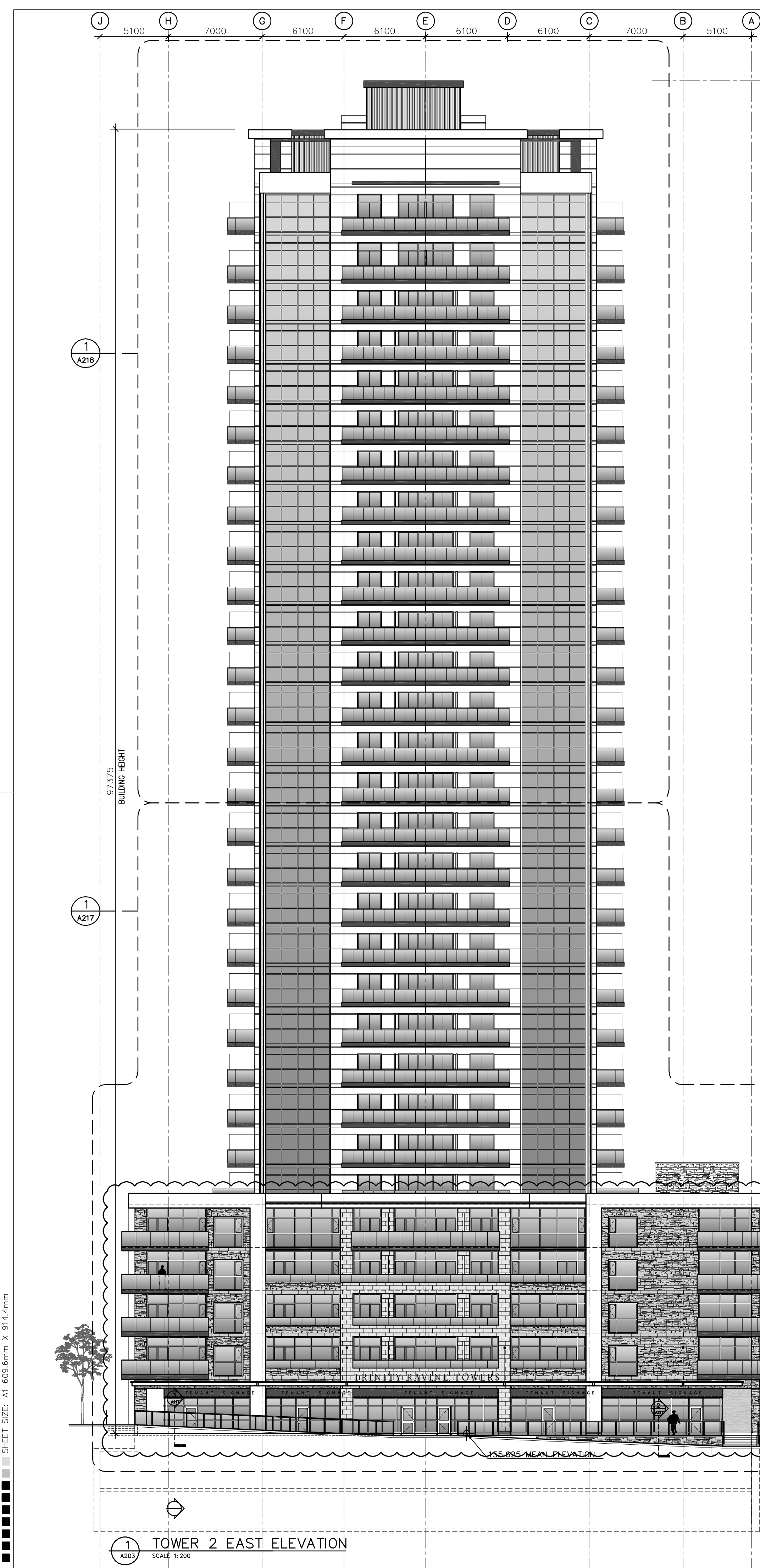
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drawing  
BUILDING ELEVATIONS  
TOWER 2 - EAST & WEST

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6	RE-ISSUED FOR ZONING REVIEW	2020.07.29	GC
5	AS PER CITY COMMENTS	2018.06.15	GC
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3	AS PER CITY COMMENTS	2018.01.29	GC
2	ISSUED FOR SPA	2017.06.02	GC
1	ISSUED FOR SPA	2015.07.17	GC
0	ISSUED FOR PRICING	2015.06.22	GC
no.	revisions	date	in

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cad file 15007\_A300  
date plotted 2020.07.29 plot scale 1:1



drawn	RG.
designed	RG.
reviewed	KR
date	2020.07.29
scale	1:200

project  
TRINITY RAVINE TOWERS  
SENIOR'S HOUSING  
APARTMENT RENTALS

1250/1256 MARKHAM ROAD  
SCARBOROUGH, ONTARIO

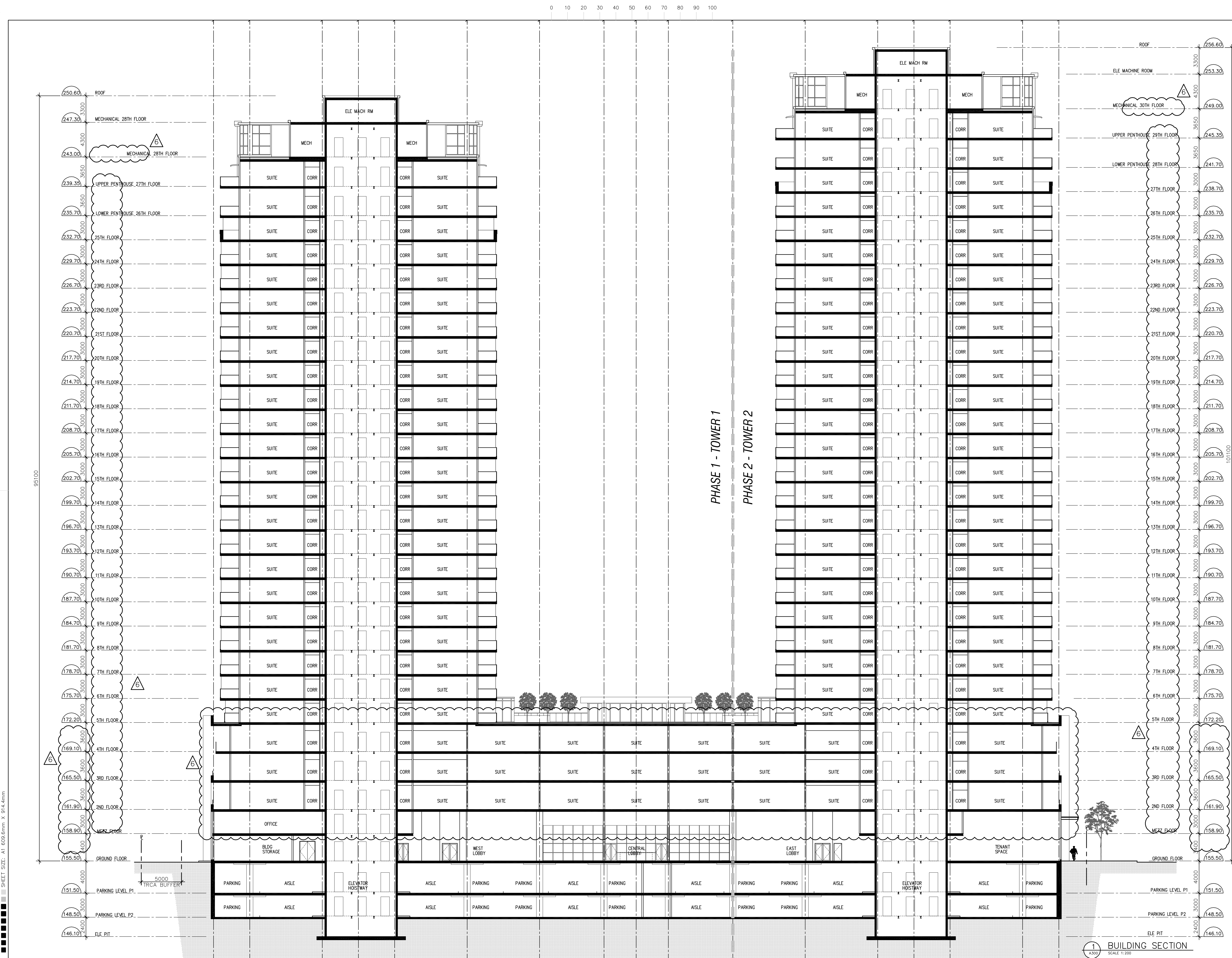
drawing  
BUILDING CROSS SECTION  
TOWER 1 & 2 – EAST\_WES  
LOOKING NORTH



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drawing no.	rev. no.
15007 A300	6



Authority: Local Planning Appeal Tribunal Decision and  
Order issued on August 17, 2018 in Tribunal File  
PL171387

## CITY OF TORONTO

### BY-LAW 865-2019(LPAT)

**To amend former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended, with respect to the lands municipally known as, 1250 Markham Road.**

Whereas the Local Planning Appeal Tribunal pursuant to its Decision and Order issued August 17, 2018, upon hearing an appeal under Section 34(11) of the Planning Act R.S.O. 1990, c. P.13, as amended, deems it advisable to amend Scarborough Employment Districts Zoning By-law 24982, as amended, with respect to lands municipally known as 1250 Markham Road; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act may authorize increases in the height or density of development beyond those otherwise permitted by the by-law and that will be permitted in return for the provision of such facilities, services or matter as are set out in the by-law; and

Whereas subsection 37(3) of the Planning Act provides that where an owner of land elects to provide facilities, services and matters in return for an increase in the height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

Whereas the owner of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height permitted beyond that otherwise permitted on the aforesaid lands by Scarborough Employment Districts Zoning By-law 24982, as amended, is to be permitted in return for the provision of the facilities, services and matters set out in this By-law, which are secured by one or more agreements between the owner of the land and the City of Toronto; and

Whereas the Local Planning Appeal Tribunal, by its Order issued on August 17, 2018 in Tribunal File PL171387, determined to amend Zoning By-law 24982, as amended, with respect to the lands;

Scarborough Employment Districts Zoning By-law 24982, as amended, of the former City of Scarborough is further amended by the Local Planning Appeal Tribunal as follows:

1. **Schedule "A"** of the former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District) is amended by deleting the current zoning and replacing it with the following zoning as shown on Schedule '1'.

CR – 410(d) – 410(e) – 502 – 724 – 913 – 1015w – 1120 – 1173 – 1640 – 1697 – 1698 –  
1699 – 2092 – 2100 – 2231 – 2388 – 2712

M – 410(f) – 503 – 918 – 1016 – 1121 – 1700 – 2012 – 2713

2. **Schedule 'B', PERFORMANCE STANDARDS CHART**, is amended by adding the following Performance Standards:

**INTENSITY OF USE**

410.(d) **Gross floor area** of all uses shall not exceed 47,000 square metres (excluding **basements**, including below-grade parking structures and associated parking spaces, ramps, **driveways** and **aisles**; moving rooms; elevator shafts; garbage handling and storage areas including garbage shafts; mechanical penthouse; and exit stairwells in the building).

410.(e) **Gross floor area** of all offices, medical offices, **retail stores**, **retail services**, **financial institutions**, **personal service shops**, **service shops**, **restaurants**, **massage therapy** and **wellness centre** uses which are not **ancillary** to the principal residential use shall not exceed a maximum of 552 square metres, of which **restaurants** shall not exceed 200 square metres.

410.(f) **Gross floor area** of a **place of worship** minus the **gross floor area** of all **basements** shall not exceed 9,705 square metres.

502. **Coverage** of all buildings shall not exceed 38 percent of the area of the lands to which this standard applies.

503. Maximum building **coverage**:

- a. Above-ground parking structure associated with a **place of worship**: 24.5 percent of the area of the lands to which this standard applies.
- b. All other uses: 35.5 percent of the area of the lands to which this standard applies.

724. Maximum 565 apartment **dwelling units**.

**SETBACKS – REAR YARD**

1015. Minimum 8 metres.

1016. Minimum building setback from a **lot line** abutting an **Open Spaces Zone (O)**: 7 metres.

**SETBACKS – FROM LOT LINES OTHER THAN STREET LINES**

1120. Minimum setback of 7 metres and a maximum of 58 metres from the north **lot line**, except that if it does not extend under a public road allowance, an underground parking **structure** may extend to a maximum of 82 metres southerly from the western limit of the northernmost **lot line**. The 82 metre limit does not

apply to a below grade pedestrian-only connection extending between the underground parking **structure** and an adjacent **place of worship**.

1121. Minimum setback of 8 metres and a maximum of 85 metres from the south **lot line**, except that an above-ground parking **structure** may be setback a minimum of 2.5 metres and a maximum of 83 metres from the south **lot line**.

### **SETBACKS – OTHER YARDS**

1173. Minimum setbacks above the fifth **storey**;
- a. Minimum 6 metres from the Markham Road **street line**.
  - b. Minimum 11 metres from the west **lot line**.
  - c. Minimum 18 metres (excluding mechanical and stairwell structures projecting above the roof of the fifth **storey**) from the north **lot line**.

### **PARKING**

1697. Notwithstanding **CLAUSE V - GENERAL PROVISIONS**, Sub-clause **7.2**.  
**Table of Required Parking Rates:**

- a. **Dwelling units** operated by or under the sponsorship of a **non-profit organization** shall be provided with a minimum of 0.6 parking spaces per **dwelling unit** of which:
  - i. A minimum 0.4 parking spaces per **dwelling unit** shall be provided for residents; and
  - ii. A minimum 0.2 parking spaces per **dwelling unit** shall be provided for visitors, which may be provided wholly or partially within an integrated underground parking structure and/or within an above-ground parking structure located a maximum of 175 metres southerly from the western limit of the northernmost **lot line**.
- b. Minimum 1.5 parking spaces per 100 square metres of **gross floor area** shall be provided for offices, medical offices, retail stores, retail services, **financial institutions, personal service shops, service shops, restaurants**, massage therapy and wellness centre uses which are not **ancillary** to the principal residential use.

1698. **Bicycle parking spaces** shall be provided in accordance with the following:

- a. a minimum of 0.75 **bicycle parking spaces** per **dwelling unit**, allocated as 0.68 "long-term" **bicycle parking spaces** per **dwelling unit** and 0.07 "short-term" **bicycle parking spaces** per **dwelling unit**, where:

- i. "long-term" **bicycle parking spaces** are for use by the occupants or tenants of a building and are located in a building; and
    - ii. "short-term" **bicycle parking spaces** are for use by visitors to a building.
  - b. Where bicycles are to be parked in a horizontal position, the **bicycle parking spaces** shall have minimum dimensions of 0.6 metres width by 1.8 metres length per bicycle and minimum vertical dimension of 1.9 metres.
  - c. Where bicycles are to be parked in a vertical position, the **bicycle parking spaces** shall have minimum dimensions of 0.6 metres width by 1.2 metres depth per bicycle and minimum vertical dimension of 1.9 metres.
  - d. **Bicycle parking spaces** shall not be provided within a **dwelling unit** or on a balcony associated thereto, or in a storage locker.
1699. The following provisions of **CLAUSE V - GENERAL PROVISIONS** are not applicable:
- Sub-Clause 7.1.1 Location.
1700. The following provisions of **CLAUSE V - GENERAL PROVISIONS** are not applicable:
- Sub-Clause 7.4.1. Height (above grade Parking Structures).

### **MISCELLANEOUS**

2092. Indoor and outdoor **amenity space** to be provided at a minimum rate of 4.0 square metres for each **dwelling unit**, of which:
- a. a minimum of 2 square metres for each **dwelling unit** must be indoor **amenity space**; and
  - b. a minimum of 2 square metres for each **dwelling unit** must be outdoor **amenity space**.

For the purposes of the above, **amenity space** shall mean indoor or outdoor space on a **lot** or parcel that is communal and available for use by the occupants of a building on the **lot** or parcel for recreational or social activities.



2100. Notwithstanding any other provision of this by-law to the contrary, the following projections from the **main wall** are permitted:

- a. Chimneys, pilasters and projecting columns: Maximum 1.7 metres;
- b. Canopy on the Markham Road frontage: Maximum 1.9 metres but no closer than 1 metre to the **street line**;
- c. Canopy on the north side of the building: Maximum 1.8 metres but no closer than 5 metres to the north **lot line**; and
- d. Balconies: Maximum 1 metre, except maximum 1.9 metres permitted above the fifth storey.

### **SECTION 37**

2388. Pursuant to Section 37 of the Planning Act, R.S.O. 1990, c.P. 13, as amended and subject to compliance with the provisions of this By-law, the increase in height and density of development on the lands is permitted in return for the provision by the Owner of the following facilities, services and matters to the City at the Owner's expense:

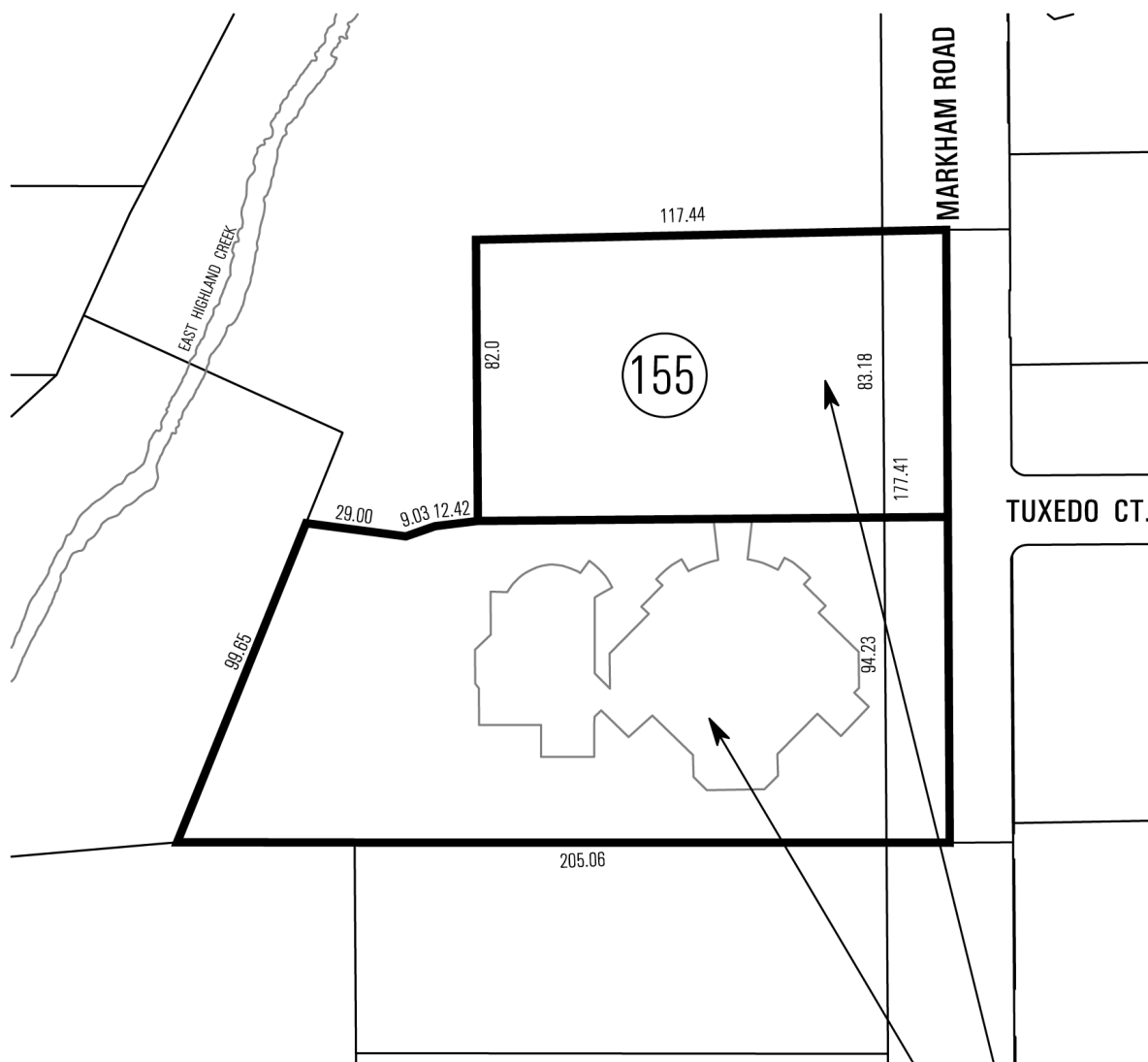
- (1) Prior to the issuance of an above grade building permit, the Owner shall make a financial (cash) contribution to the City of \$1,100,000.00 to be allocated as follows, with such amount to be indexed upwardly in accordance with the Statistics Canada Construction Price Index for Toronto, calculated from the date of the Section 37 Agreement to the date the payment is made:
  - (i) \$300,000 to the Toronto and Region Conservation Authority for restoration/park creation of Highland Creek lands on the north side of the subject site;
  - (ii) \$200,000 for improvements to Centennial Park and/or Thompson Park, such as but not limited to basketball resurfacing, volleyball court upgrades, playground equipment replacement, walking trails, etc.;
  - (iii) \$150,000 for capital upgrades to 5n2 Kitchens and/or other food bank programs in the local area;
  - (iv) \$150,000 for the not-for-profit 'Skate to Great' loan program in Scarborough schools including North Bendale Public School;
  - (v) \$150,000 to Toronto Public Library branches for capital upgrades to the library facilities, including the purchase of musical instruments, in order to deliver the 'Borrow a Musical Instrument'

- 
- loan program and/or musical equipment for local non-profit community and school bands;
- (vi) \$50,000 for improvements to Bendale Library, such as but not limited to a community reading garden;
  - (vii) \$50,000 to the Animal Alliance of Canada for capital improvements/upgrades to the Feral Cat Recovery Centre (705 Progress Avenue); and
  - (viii) \$50,000 to the South Asian Autistic Awareness Centre for capital improvements/upgrades to the facility at 705 Progress Avenue.
- (2) The owner of the lands shall enter into one or more agreements with the City of Toronto pursuant to Section 37 of the Planning Act, R.S.O., 1990, c.P. 13 as amended, to secure the facilities, services and matters referred to in Section (1) herein, which agreement shall be registered as a first charge on title to the lands to which this By-law applies.
- (3) The following Tier 2 levels of performance pursuant to the Toronto Green Standard Checklist (with relevant Sections parenthesized) are also recommended to be secured in the Section 37 Agreement as a legal convenience to support development:
- (i) Enhanced LEV spaces, with 7 parking spaces provided with charging facilities for electric vehicles (Section AQ 1.2 - Optional);
  - (ii) Providing additional tree planting beyond the development site and associated public boulevard, such as on abutting TRCA lands (Section EC 2.7 - Optional);
  - (iii) Enhanced landscaping with native or drought-tolerant vegetation, potentially on abutting TRCA lands (Section EC 3.4 - Optional);
  - (iv) Enhanced lighting to direct architectural lighting downward and turn off lighting from 11:00 p.m. to 6 a.m. during migratory bird season (Section EC 5.2 - Core);
  - (v) Enhanced waste collection & sorting by providing a 3<sup>rd</sup> chute for organic wastes (Section SW 1.4 - Optional);
  - (vi) Enhanced waste storage space with tenants provided with blue bins and organic bins (Section SW 1.5 - Optional); and
  - (vii) Provide a dedicated collection area for household hazardous waste (Section SW 1.6 - Optional).

**INTENSITY OF USE - HEIGHT**

2712. Maximum **height** (including mechanical penthouse) of 92.5 metres and 29 **storeys** (excluding underground parking structures), except maximum **height** (including mechanical penthouse) of 98.5 metres and 31 **storeys** (excluding underground parking structures) is permitted within 40 metres of the Markham Road **street line**.
2713. Maximum **height** of an above-grade parking **structure** (excluding stairwells and elevator rooms): 16 metres.
3. **Schedule 'C', EXCEPTIONS LIST and EXCEPTIONS MAP** are further amended by adding the following Exception 155:
155. Only the following uses are permitted:
- Automated banking machine, meaning a device at which customers can complete self-serve financial transactions;
  - **Dwelling units** which, if operated by or under the sponsorship of a **non-profit organization**, may include **ancillary** common dining area and on-site support services and facilities for residents, which services may include but are not limited to: wellness and fitness programs; seniors daycare; recreational facilities and programming, counseling and training services; worship areas; and social and cultural programs;
  - **Financial institution**;
  - Massage therapy, meaning premises providing massage therapy by persons who are medical or health professionals licensed or registered under Province of Ontario legislation;
  - Medical office;
  - Office;
  - **Personal service shop**;
  - **Restaurant**;
  - Retail service, meaning premises in which photocopying, printing, postal, or courier services are sold or provided;
  - Retail store;
  - **Service shop**;
  - Wellness centre, meaning premises providing services for therapeutic and wellness purposes.

## Schedule '1'



M-410(f)-503-918-1016-1121-1700-2012-2713  
 CR-410(d)-410(e)-502-724-913-1015w-1120-1173-  
 1640-1697-1698-1699-2092-2100-2231-2388-2712

**Toronto** City Planning  
 Division  
**Zoning By-Law Amendment**

1250 Markham Road  
 File # 15 204823 ESC 38 OZ

 Area Affected By This By-Law

Progress Employment District Bylaw  
 Not to Scale  
 07/27/18





Kern Kalideen &lt;kernkalideen@gmail.com&gt;

---

**FW: Global Kingdom Ministry - Trinity Ravine Development**

1 message

**Nadia Lawrence** <Nadia.Lawrence@toronto.ca>

Mon, Aug 17, 2020 at 2:56 PM

To: Marcus Pepe &lt;marcus@devonshirefinancial.com&gt;, Kern Kalideen &lt;kernkalideen@gmail.com&gt;, Greg Playford &lt;greg@devonshirefinancial.com&gt;

Hi Marcus, Kern and Greg,

It was good speaking to you this morning.

As promised, please find below a copy of the email to CMHC confirming our support in principle as requested. After discussing the concerns mentioned with Valesa, I am confirming that the below email provided to CMHC should be sufficient for their purposes, as we work towards bringing a report to Council for approval in late September.

Please let me know if the below email is also sufficient for your Board's purposes. We are happy to forward a copy of the staff report once it is made public.

I'll reach out to Marcus with a few design/other questions related to the Business Case as detail may be needed to be added to the report.

I will also be in touch as soon as our incentive budgets are being reviewed in detail to ensure that we are reflecting our best estimate possible.

Thanks,

Nadia

**Nadia Lawrence** B.ES., BArch, OAA

Housing Development Officer

CITY OF TORONTO HOUSING SECRETARIAT

55 John St., 7th Floor, Toronto, ON M5V 3C6

Mobile: (647) 207-5985

Email: [nadia.lawrence@toronto.ca](mailto:nadia.lawrence@toronto.ca)

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**From:** Valesa Faria**Sent:** June 24, 2020 11:11 PM**To:** 'Anthony Adrien' <[aadrien@cmhc-schl.gc.ca](mailto:aadrien@cmhc-schl.gc.ca)>; Michele McMaster <[mmcmaste@cmhc-schl.gc.ca](mailto:mmcmaste@cmhc-schl.gc.ca)>



**Cc:** Nadia Lawrence <[Nadia.Lawrence@toronto.ca](mailto:Nadia.Lawrence@toronto.ca)>

**Subject:** Global Kingdom Ministry - Trinity Ravine Development

Hello Michele and Anthony,

Hope all is well. I wanted to advise that the Housing Secretariat has been in discussions with Global Kingdom Ministry with respect to the proposed Trinity Ravine Development.

The Housing Secretariat is supportive of this project as it meets various City objectives including increasing the supply of much-needed affordable rental housing. As such, our team is prepared to recommend that City Council consider approving Open Door incentives to support this development.

Confirmation of Open Door incentives will be provided in late September, subject to final approval by Toronto City Council.

In the interim, I hope this email will allow Trinity's application to be submitted for consideration under the Co-investment Fund.

Kindly advise if you need anything else from my end.

Regards,

**Valesa Faria** | Acting Director, Housing Secretariat

City of Toronto | Housing Secretariat

Metro Hall, [7th Floor](#) | [55 John Street](#) | Toronto, ON. | M5V 3C6

**T:** (416) 392.0602 | **M:** (647) 273.9739 | **E:** [valesa.faria@toronto.ca](mailto:valesa.faria@toronto.ca)

**Confidentiality Notice:**

This e-mail message is privileged and confidential. Any unauthorized use or disclosure is prohibited. If you have received this email and are not the intended recipient, please advise the sender and delete it. Thank you.

This is Exhibit "V" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

Receipt No: 1513182

# Receipt

<b>Folder No:</b>	20 184030 ESC 24 MV	<b>Date &amp; Time:</b>	August 24, 2020 09:58 AM
<b>Paid By:</b>	MILLER THOMSON LLP C/O DAVID TANG 40 KING ST W SUITE 5800 TORONTO ON M5H 3S1		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	Minor Variance; All Other; New R Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Visa	110584 - PAYMENT	\$-4,807.28	
Committee of Adjustment Fee (E)	8510 - UR0021 - PAYMENT	\$4,807.28	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$4,807.28</b>	

<input type="checkbox"/> Cash <input type="checkbox"/> Cheque	<div style="text-align: center;"> Bazger, Halima  <hr/> per Treasurer, City of Toronto </div>
<input checked="" type="checkbox"/> Visa <input type="checkbox"/> Debit Card	
<input type="checkbox"/> Money Order <input type="checkbox"/> Certified Cheque	
<input type="checkbox"/> Journal Entry <input type="checkbox"/> Fee Exempt	

This is Exhibit "W" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

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## TRINITY RAVINE COMMUNITY

Dear Purchaser:

On behalf of the staff at Trinity Ravine Towers, now officially known as Trinity Ravine Community, we hope you and your family have been safe and well throughout this current COVID pandemic.

We are aware that you have been waiting to have an update from us regarding the status of this project and we understand that the wait can be frustrating. We thank you for your patience. We apologize for the communication gap. Due to some challenges that have resulted in unplanned delays in the commencement of the project as well as the fluidity of the situation, we did not want to provide you with information that would not be concrete enough.

We want to report that our hopes of creating a 55+ community are still alive. We will send out formal communication in February 2021 as to the specific status of the project and your investment. We also recognize that for some of you, circumstances



may have changed during these unfortunate delays, and so accordingly, we will also be announcing a formal process to refund deposits at the same time in February.

On behalf of Trinity Ravine Community / Trinity Ravine Towers - Merry Christmas!!  
Enjoy this Holiday Season, keep safe, be well and have a blessed 2021.

Tom Lodu

Chief Operations Officer



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This email was sent to <<Email Address>>

[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)  
Global Kingdom Ministries · 1250 Markham Road · Scarborough, ON M1H 2Y9 · Canada

This is Exhibit "X" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

## SALE AGREEMENT

RE: **GLOBAL KINGDOM MINISTRIES INC.** (a *Canada Not-for-Profit Corporations Act* corporation) (the “Vendor”) and **GLOBAL KINGDOM MINISTRIES CHURCH INC.** (an Ontario *Corporations Act* corporation) (the “Purchaser”)

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**IN CONSIDERATION** of the payment of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. The Vendor does hereby sell, assign and transfer and sell over to the Purchaser, its successors and assigns, as of the date of this Sale Agreement, all its right, title and interest in and to all assets and property of the Vendor used for church purposes, which shall include but not be limited to the items listed in Schedule “A” of this Sale Agreement and that portion of its real property and all buildings, fixtures, chattels and improvements thereupon described in Schedule “A” (“Assets”).
2. The Purchaser agrees that the Assets are being sold on an “as is” basis, including the title to the real property. The Vendor makes no representations or warranties of any kind, expressed, implied or statutory and without limitation the Vendor makes no implied warranties from accountability or fitness for a particular purpose.
3. The sale of the Assets, including any transfer of the real property, shall be completed by not later than 6:00 p.m. on October 1, 2020 or such other time as the parties may agree. The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor. Where each of the parties retain a lawyer to complete the purchase and sale of the real property, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4 and the *Electronic Registration Act*, S.O. 1991, Chapter 44, and any amendments thereto, the parties acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “Requisite Deliveries”) and the release thereof to the parties will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The parties irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries


of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

4. In no event shall the Vendor be liable for any direct or indirect loss or damage, (whether special, consequential or otherwise) or for any other claims directly or indirectly attributable the Assets sold.
5. The Vendor covenants, promises and agrees with the Purchaser that the Vendor is now rightfully and absolutely possessed of and entitled to the Assets and every part thereof, is the lawful owner of the Assets hereby transferred and that no other person, firm or corporation has any interest or any claim, lien or charge whatsoever therein, and that it has the right to transfer the said Assets.
6. The Vendor and all persons rightfully claiming any estate, right, title or interest in or to the Assets and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the Purchaser, make, execute or cause to be made done and execute all such further acts, deeds, documents and assurances for the more effective assigning and transfer of the Assets to the Purchaser in the manner aforesaid and according to the true intention and meaning of this Sale Agreement.
7. The Purchaser hereby covenants and agrees to assume all liabilities and debts of the Vendor.
8. Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.
9. The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
10. This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion.
11. The parties agree to cooperate in all respects with a view to minimizing the total amount of taxes payable on the sale and transfer of the Assets irrespective of which party is required to pay those taxes.
12. The Purchaser hereby covenants and agrees to indemnify, keep indemnified and save harmless the Vendor, its past and present directors, deacons, elders, officers, employees, agents, contractors, trustees, leadership and members, of and from any and all claims, demands, actions, causes of actions, other proceedings, liability for damages, expenses, including their own legal fees and costs, which may be brought against them or for which they may become liable or incur as a result of their voluntary service in those capacities with the Vendor if he or she acted in good faith and honesty, provided that no indemnity shall be paid if to do so would in the amount of its debts and liabilities exceeding the value of its property or render the Vendor insolvent, provided further the indemnity shall, to the extent applicable, be paid from the property to which the liability relates.


**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Sale Agreement this 30th day of September, 2020.


**GLOBAL KINGDOM MINISTRIES INC.**

Per:   
 Name: Johnson Babalola  
 Position: Director

Per:   
 Name: Jeremy Anderson  
 Position: Director

**GLOBAL KINGDOM MINISTRIES  
CHURCH INC.**

Per:   
 Name: Christopher Keen  
 Position: Director

Per:   
 Name: Christopher Keen  
 Position: Director

We/I am authorized to bind the Corporation



### **SCHEDULE "A"**

That portion of the real property known municipally as 1250 Markham Road, Scarborough described as:

PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 and 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH).

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PART 4 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR STORM SEWERS SERVICES.

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 5 AND 6 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR WATER SUPPLY.

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 4, 5, 7 AND 8 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.

**TOGETHER WITH AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 3 AND 9 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), IN FAVOUR OF THE DOMINANT LANDS: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.

**TOGETHER WITH AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PART 9 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), IN FAVOUR OF THE DOMINANT LANDS: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR SANITARY SERVICING.

List all additional valuable equipment and assets related to Church purpose – But NOT any used only for the TRC project

## Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

**Document name:** 48585357\_2\_10. and 16. GKM Inc. to GKM Church Inc. - Bill of Sale  
**Document created:** 09/17/2020 21:11:37  
**Document pages:** 5  
**Document ID:** de474ef8eb7d4a7488384c9953ec63aacb1fd6c3  
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**Document Status:** Signed  
 09/25/2020 22:31:42UTC

**Sender:** mr.jdanderson@gmail.com  
**Signers:** mr.jdanderson@gmail.com, jbabalola@tpmattorneys.com, chriskean123@gmail.com, paulkeerthi@gmail.com  
**CC:**

Client	Event	By	Server Time	Client Time	IP Address
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Schedule A

List all additional valuable equipment and assets related to Church purpose – But NOT any used only for the TRC project

All A/V is GKMs with the exception of the TVs mounted in the suite and sales office (5 I think) with the exception of the TVs mounted in the suite and sales office

All furniture and fixtures with the exception of furniture in the office of Kern Kalideen and the sales office showroom items.

All kitchen equipment is GKMs with the exception of 2 Keurig units in Bldg B, and 2 mini fridges

Photocopier in Bldg B belongs to TRC (leasee named)

All Computers except those purchased under TRT

This is Exhibit "Y" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**





**MILLER THOMSON**  
AVOCATS | LAWYERS

MILLER THOMSON LLP  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

MILLERTHOMSON.COM

December 14, 2018

**DELIVERED**

City of Toronto  
Scarborough Committee of Adjustment  
150 Borough Drive  
Scarborough, ON  
M1P 4N7

**David Tang**  
Direct Line: 416.597.6047  
dtang@millerthomson.com

File: 0117902.0002

Attention: Andre Robichaud  
Manager/Deputy Secretary-Treasurer

Dear Sir:

**Re: Application for Consent to Sever 1250 and 1256 Markham Road**

We are the solicitors for Global Kingdom Ministries Inc., the owner of property now known municipally as 1250 and 1256 Markham Road. The property was site specifically zoned by a zoning by-law amendment ordered by the Local Planning Appeal Tribunal (on consent) this year to permit two towers of residential life-lease apartment buildings for seniors to be constructed on the north portion of these lands. That northern portion has been assigned the municipal address 1256 Markham Road.

The project has also been site plan approved (File No. 15 204840 ESC 38 SA) and work is underway on the site.

The southern portion of the lands at 1250 Markham Road contains Global Kingdom Ministries' church building, which was constructed in approximately 2006.

A driveway which aligns with the traffic lights and the intersection with Tuxedo Court on the east side of Markham Road divides these two uses and parcels from each other. The zoning by-law divides the site in two. The zoning boundary is the middle of the driveway and the zoning by-law establishes different site specific zoning standards for each of 1250 Markham Road and 1256 Markham Road. Our client proposes severance along that zoning boundary.

Our client hereby makes application for consent to sever the northern parcel, 1256 Markham Road from the southern parcel, 1250 Markham Road. Attached please find the following:

1. A duly executed and complete application;
2. A cheque in the amount of \$5,728.90 made payable to Treasurer, City of Toronto;
3. Two survey plans;
4. A draft reference plan showing the severed parcel and the retained parcel;

5. Site plan drawings for the development at 1256 Markham Road and 1250 Markham Road; and
6. A copy of the zoning by-law as ordered by the Local Planning Appeal Tribunal for the subject property.

A severance is requested to accommodate the conditions of Global Kingdom Ministry's lenders. The entire property is currently subject to a mortgage in favour of the Royal Bank of Canada. That mortgage provides operational financing for the Church's operations, allowing it to smooth out the uneven charitable giving that most charities experience. Donations tend to be greater in at the end of the year and can be insufficient during the summer. The Royal Bank of Canada has advised the Church that it is not interested in providing construction financing for the two new residential towers and is also unwilling to accept registration of additional mortgages securing construction financing against the lands over which it already has security.

This means the southern Church building parcel needs to be severed from the northern seniors residence parcel so the Royal Bank of Canada can be the sole mortgagee over the Church building. A separate construction mortgage can then be granted by a new related corporation to a separate construction lender on the northern seniors residence parcel.

There do not appear to be any lenders interested in financing both the ongoing needs of a church congregation and construction. Those two types of activities are very different with different risk profiles, requiring significantly different expertise on the part of the lenders. In addition, construction lenders tend not to be interested in long term lending relationships which the Church does require.

We recognize that easements will be necessary over the shared driveway to allow for ingress and egress and for services. We will provide a further draft reference plan detailing the location of those easements in short order.

Thank you for your attention to this application. If you require anything further, please contact us.

Yours very truly,

**MILLER THOMSON LLP**

Per:



David Tang  
Partner  
DT/II

Enclosure



This is Exhibit "Z" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**Toronto Building**

**Ainsley Gentles**

Application Examiner

**Lou Di Gironimo**  
Interim Deputy City Manager

www.toronto.ca/building  
416-397-5330

Tel #:  
Ainsley.Gentles@toronto.ca

## **Submission Status Letter**

Submission in Progress

### **Application Fee Payment Required**

Friday, December 14, 2018

MILLER THOMSON LLP  
C/O DAVID TANG  
40 KING ST W SUITE 5800  
TORONTO ON M5H 3S1

18 268673 ESC 24 CO  
**1250 MARKHAM RD**

Please be advised that the above noted application has been accepted, pending payment of the application fees listed below.

Following receipt of the required payment, your application will be given a Committee of Adjustment Reference Number and will be forwarded to Committee of Adjustment for their review.

The review of your application may require the submission of additional material to complete the evaluation of your proposal. Should additional material be required the Committee of Adjustment staff assigned to your file will contact you directly within 5 business days of when payment is received.

If no additional information is required by the Committee of Adjustment and commenting partners, you will be advised of a tentative hearing date.

**The outstanding fees must be submitted within 5 business days from receipt of this letter. If you do not provide the outstanding fees within the specified period, your application folder will be closed and you must resubmit all information as a new application.**

### **Payment of Application Fees:**

Consent  
\$ 5,728.90\*

### **Payment Options(\*) - Credit Card Payments over the Phone**

Payments up to a maximum of \$20,000 (in aggregate, per application) can be made by credit card via our telephone service by contacting the Toronto Building Fee Payment Line @416-397-5222 between the hours of 8:30 a.m. and 4:00 p.m., Monday to Friday, excluding designated holidays. In order to use this service, you must be the owner of the credit card, or be an authorized card holder in the case of a company card.


**Toronto Building**
**Ainsley Gentles**

Application Examiner

**Lou Di Gironimo**  
**Interim Deputy City Manager**
[www.toronto.ca/building](http://www.toronto.ca/building)  
 416-397-5330

 Tel #:  
[Ainsley.Gentles@toronto.ca](mailto:Ainsley.Gentles@toronto.ca)
**Payment Options (All FEES) - Payment in person**

Payments may also be made at any one of the four Customer Service District offices between the hours of 8:30 a.m. and 4:00 p.m., Monday to Friday, excluding designated holidays. Acceptable Forms of Payment: cash, debit card, certified cheque, cheque (fees greater than \$2000 only). Also, payments up to a maximum of \$20,000 (in aggregate, per application) can be made by Visa, MasterCard or American Express.

North York Civic Centre - 5100 Yonge St;  
 Toronto City Hall - 100 Queen St West;  
 Scarborough Civic Centre - 150 Borough Dr;  
 Etobicoke Civic Centre - 2 Civic Centre Crt.



Receipt No: 1401217

## Receipt

<b>Folder No:</b>	18 268673 ESC 24 CO	<b>Date &amp; Time:</b>	December 14, 2018 01:38 PM
<b>Paid By:</b>	MILLER THOMSON LLP C/O DAVID TANG 40 KING ST W SUITE 5800 TORONTO ON M5H 3S1		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	Application for Consent; Sever Lot		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Committee of Adjustment Fee (N)	8510 - UR0018 - PAYMENT	\$.10	
Cash	110389 - PAYMENT	\$-.10	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$0.10</b>	

- |  |   |
|--|---|
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| <input type="checkbox"/> Credit Card   | <input type="checkbox"/> Debit Card       |
| <input type="checkbox"/> Money Order   | <input type="checkbox"/> Certified Cheque |
| <input type="checkbox"/> Journal Entry | <input type="checkbox"/> Fee Exempt       |

Bavaro, Silvana  
\_\_\_\_\_  
per Treasurer, City of Toronto

Receipt No: 1401216

## Receipt

<b>Folder No:</b>	18 268673 ESC 24 CO	<b>Date &amp; Time:</b>	December 14, 2018 01:37 PM
<b>Paid By:</b>	PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE C/O GLOBAL KINGDOM MINISTRIES 1250 MARKHAM RD TORONTO ON M1H 2Y9		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	Application for Consent; Sever Lot		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Cheque	110389 - PAYMENT	\$-5,728.80	
Committee of Adjustment Fee (N)	8510 - UR0018 - PAYMENT	\$5,728.80	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$5,728.80</b>	
<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input type="checkbox"/> Money Order <input type="checkbox"/> Certified Cheque <input type="checkbox"/> Journal Entry <input type="checkbox"/> Fee Exempt		Bavaro, Silvana <hr style="width: 100%;"/> per Treasurer, City of Toronto	

This is Exhibit "AA" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



City Planning Division

Andre Robichaud  
Manager & Deputy Secretary Treasurer  
Scarborough Panel

Committee of Adjustment  
150 Borough Drive  
Toronto ON M1P 4N7  
Tel: 416-396-7014  
Fax: 416-396-7341  
[www.toronto.ca/cofa](http://www.toronto.ca/cofa)

MILLER THOMSON LLP  
C/O DAVID TANG  
40 KING ST W Suite 5800  
TORONTO ON M5H 3S1

**Mailed on/before:** Friday, April 26, 2019

**PUBLIC HEARING NOTICE  
CONSENT  
(Section 53 of the Planning Act)**

**MEETING DATE AND TIME:** Friday, May 10, 2019 at 9:30 a.m.

**Location:** Council Chamber, Scarborough Civic Centre, 150 Borough Dr., M1P 4N7

**File Number:** B0067/18SC  
**Property Address:** 1250/1256 MARKHAM RD  
**Legal Description:** RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3  
**Agent:** MILLER THOMSON LLP  
**Owner(s):** PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE  
**Zoning:** Industrial Zone & Commercial Residential  
**Ward:** Scarborough-Guildwood (24)  
**Community:** Bendale Community  
**Heritage:** Not Applicable

**THE CONSENT REQUESTED:**

The purpose of this application is to obtain consent to sever the property into two lots. The severance will allow for the redevelopment of the existing parking lot on the northern portion of the property, while maintaining the place of worship on the southern portion of the property under a separate owner. The application also seeks to obtain consent to create new easements/rights-of-way over the shared driveway.

**Conveyed (1256 Markham Road)**

Parts 1, 3 and 9 will have a combined area of 9,735 m<sup>2</sup> and the site will be redeveloped as two residential life-lease buildings for seniors. A Zoning By-law Amendment was passed by the Local Planning Appeal Tribunal to permit the proposed development (MM170090).

**Retained (1250 Markham Road)**



Parts 2, 4, 5, 6, 7 and 8 will have a combined area of 16,879 m<sup>2</sup> and the existing place of worship will be maintained.

There are no requested variances to the Zoning By-law.

#### **Proposed Easements on the Severed Parcel:**

1. Easement in favour of Parts 2, 4, 5, 6, 7 and 8 (Retained Parcel) over Parts 3 and 9 for driveway, vehicular and pedestrian egress and ingress.
2. Easement in favour of Parts 2, 4, 5, 6, 7 and 8 (Retained Parcel) over Part 9 for sanitary servicing.

#### **Proposed Easements over the Retained Parcel:**

3. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over Part 4 for storm sewer services.
4. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over parts 5 and 6 for water supply (it supplies a hydrant).
5. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over Parts 4, 5, 7 and 8 for driveway, vehicular and pedestrian egress and ingress.

### **THE COMMITTEE OF ADJUSTMENT & CONSENTS**

The Committee of Adjustment has the authority to grant consent to sever land and for other related property transactions. To approve a consent request, the Committee of Adjustment must have considered the provisions of section 51(24) of *The Planning Act* and be satisfied that a plan of subdivision is not necessary.

The Committee of Adjustment forms its opinion through its detailed review of all material filed with an application, letters received, deputations made at the public hearing and results of site inspections.

### **MAKING YOUR VIEWS KNOWN**

The notice has been mailed to you, as required by the *Planning Act*, to ensure that, as an interested person, you may make your views known by:

- **Attending the Public Hearing.** Attendant Care Services can be made available with some advance notice.
- **Sending a letter by Mail, E-mail, or Fax.** Information you choose to disclose in your correspondence will be used to receive your views on the relevant issue(s) to enable the Committee to make its decision on this matter. This information will become part of the public record.

If you do not attend the public hearing, or express your views in writing, the Committee may make a decision in your absence, and may recommend changes to the proposal

### **TO VIEW THE MATERIALS IN THE APPLICATION FILE**

Application plans and other related materials are available to be viewed **online** by visiting



the Application Information Centre at [www.toronto.ca/aic](http://www.toronto.ca/aic)

If you are not able to view plans online, copies of application submissions can be obtained, **in person**, by attending the Committee of Adjustment office at the above address Monday to Friday, 8:30 a.m. to 4:30 p.m. Service fees may apply.

### **RECEIVING A COPY OF THE COMMITTEE'S DECISION**

- The Committee will announce its decision on the application at the Public Hearing.
- To receive a copy of the Decision, fill out the Decision Request Form at our office or at the Public Hearing or write a letter requesting a copy of the Decision and send it to our office.
- If you wish to appeal a Decision of the Committee, you must file your written request for a decision with the Deputy Secretary-Treasurer.
- Be advised that the appeal body may dismiss an appeal of the consent Decision if the person or public body that filed the appeal did not make a submission to the Committee of Adjustment prior to the Decision having been made.

### **CONTACT**

Brian Caradonna, Application Technician

Tel. No.: 416-396-7014

E-mail: [Brian.Caradonna@toronto.ca](mailto:Brian.Caradonna@toronto.ca)

# 1250 Markham Road

File No: B0067/18SC

City of Toronto  
Committee of Adjustment  
Scarborough Panel



Subject Property

Date: Mar. 4, 2019



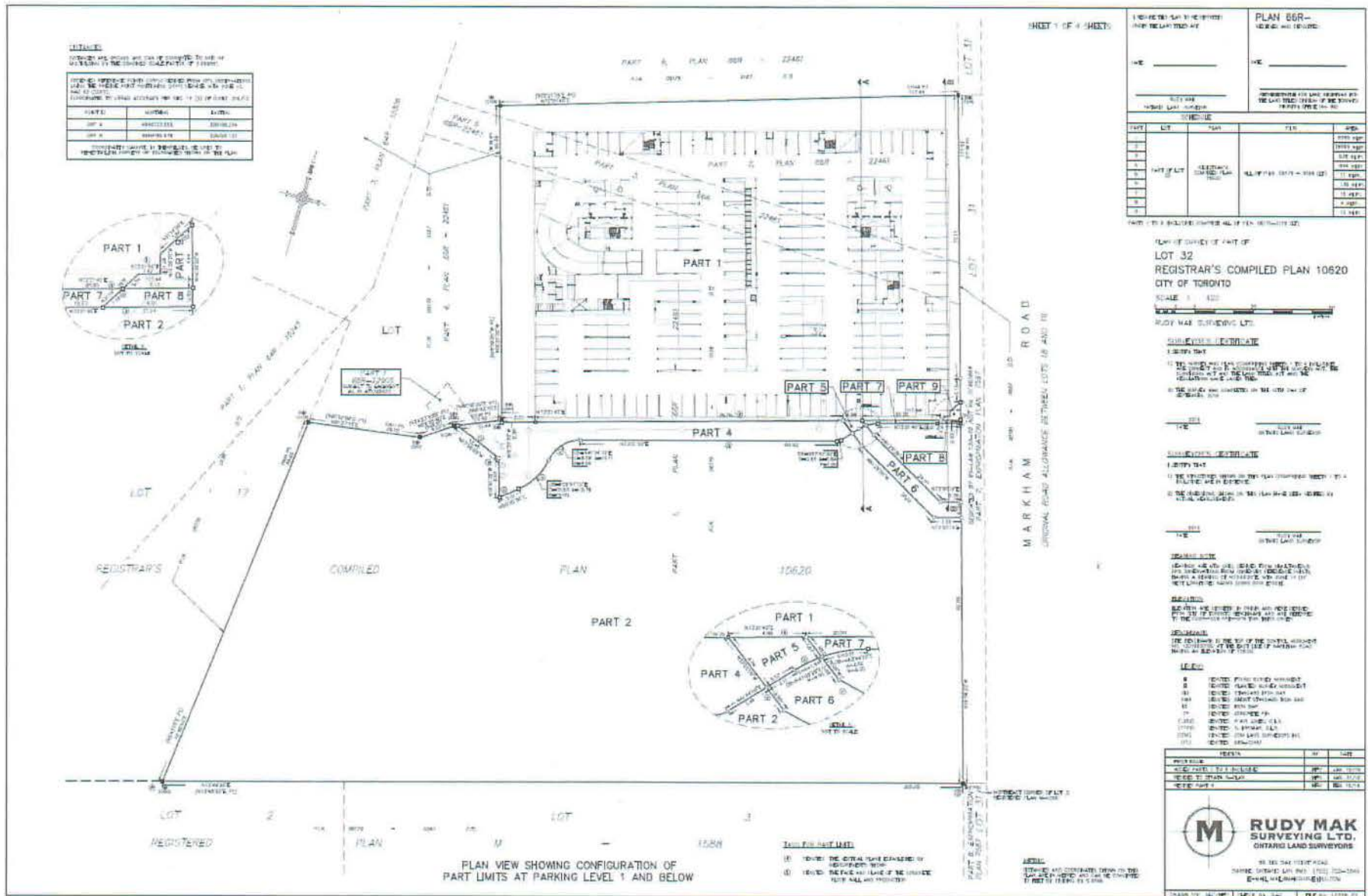
## Draft R-Plan – P1

### Applicant's Submitted Drawing

Not to Scale 04/18/2019

**1250 Markham Road**

File # B0067/18SC

Attachment **2**

A complete set of full-size plans can be found at [www.toronto.ca/aic](http://www.toronto.ca/aic)



Attachment **3**





This is Exhibit "BB" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



City Planning Division

Committee of Adjustment  
 150 Borough Drive  
 Toronto ON M1P 4N7  
 Tel: 416-396-7014  
 Fax: 416-396-7341  
[www.toronto.ca/cofa](http://www.toronto.ca/cofa)

Friday, May 10, 2019

**NOTICE OF DECISION  
 CONSENT  
 (Section 53 of the Planning Act)**

**File Number:** B0067/18SC  
**Property Address:** 1250 & 1256 MARKHAM RD  
**Legal Description:** RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3  
**Agent:** MILLER THOMSON LLP  
**Owner(s):** PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE  
**Zoning:** Industrial Zone (M) & Commercial Residential (CR)  
**Ward:** Scarborough-Guildwood (24)  
**Community:** Bendale Community  
**Heritage:** Not Applicable

Notice was given and the application considered on Friday, May 10, 2019, as required by the Planning Act.

**THE CONSENT REQUESTED:**

The purpose of this application is to obtain consent to sever the property into two lots. The severance will allow for the redevelopment of the existing parking lot on the northern portion of the property, while maintaining the place of worship on the southern portion of the property under a separate owner. The application also seeks to obtain consent to create new easements/rights-of-way over the shared driveway.

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Parts 1, 3 and 9 will have a combined area of 9,735 m<sup>2</sup> and the site will be redeveloped as two residential life-lease buildings for seniors. A Zoning By-law Amendment was passed by the Local Planning Appeal Tribunal to permit the proposed development (MM170090).

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2. Easement in favour of Parts 2, 4, 5, 6, 7 and 8 (Retained Parcel) over Part 9 for sanitary servicing.

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3. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over Part 4 for storm sewer services.
4. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over parts 5 and 6 for water supply (it supplies a hydrant).
5. Easement in favour of Parts 1, 3 and 9 (Conveyed Parcel) over Parts 4, 5, 7 and 8 for driveway, vehicular and pedestrian egress and ingress.

The Committee of Adjustment considered the written submissions relating to the application made to the Committee before its decision and oral submissions relating to the application made at the hearing. In so doing, **IT WAS THE DECISION OF THE COMMITTEE OF ADJUSTMENT THAT:**

### **The Consent Application is Approved on Condition**

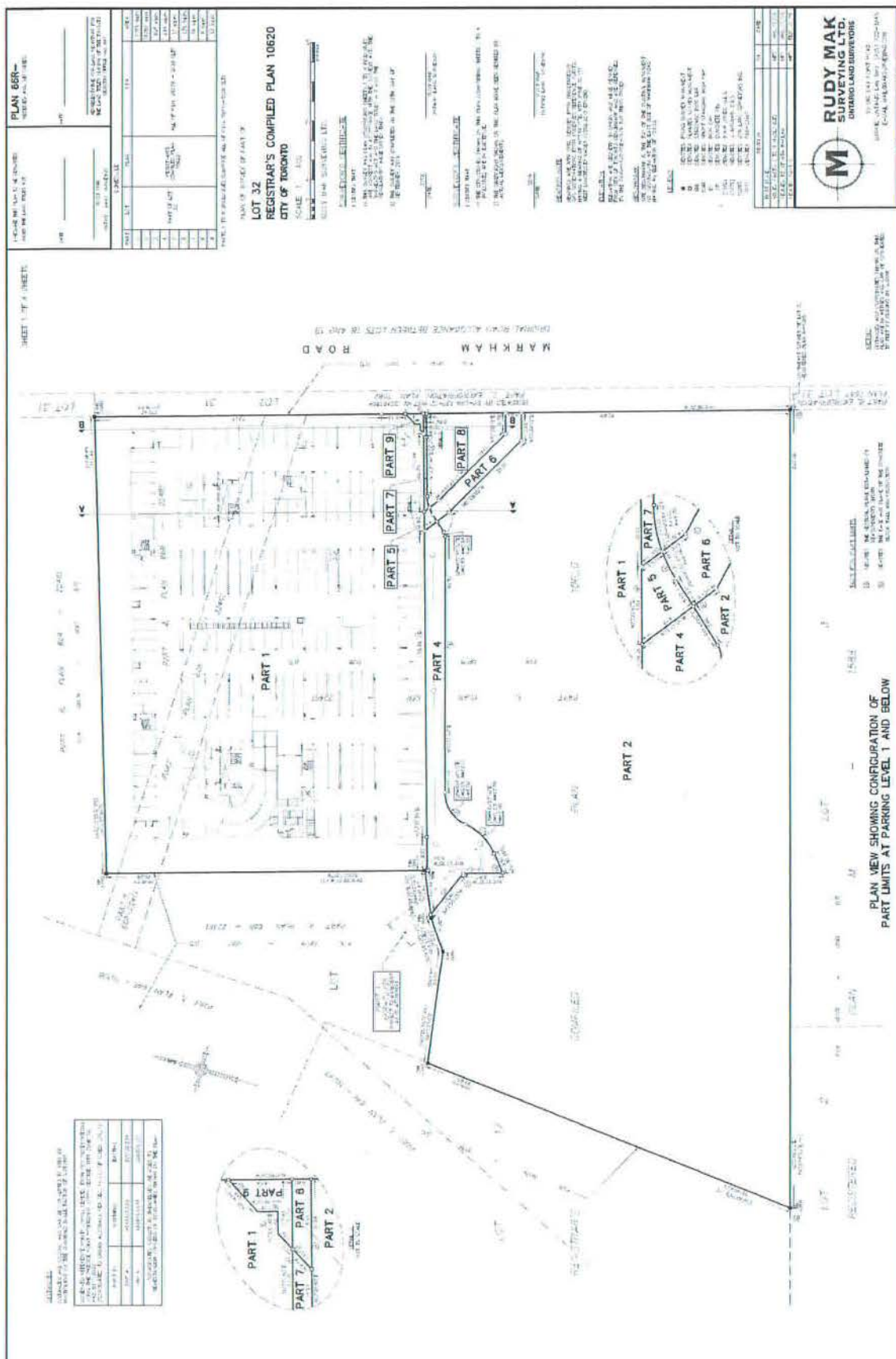
The Committee has considered the provisions of Section 51(24) of the Planning Act and is satisfied that a plan of subdivision is not necessary. The Committee therefore consents to create new lots as shown on the attached lot division plan on the condition that before a Certificate of Consent is issued, as required by Section 53(42) of the Planning Act, the applicant is to file the following with the Committee office:

- (1) Confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department.
- (2) Municipal numbers for the subject lots indicated on the applicable Registered Plan of Survey shall be assigned to the satisfaction of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services. Contacts: John House, Supervisor, Land and Property Surveys, at 416-392-8338; John.House@toronto.ca, or his designates, Elizabeth Machynia, at 416-338-5029; Elizabeth.Machynia@toronto.ca, John Fligg at 416-338-5031; John.Fligg@toronto.ca
- (3) **An electronic copy of the registered reference plan of survey** integrated to NAD 83 CSRS (3 degree Modified Transverse Mercator projection), delineating by separate Parts the lands and their respective areas, shall be filed with the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services. Contact: John House, Supervisor, Land and Property Surveys, at 416-392-8338; John.House@toronto.ca.



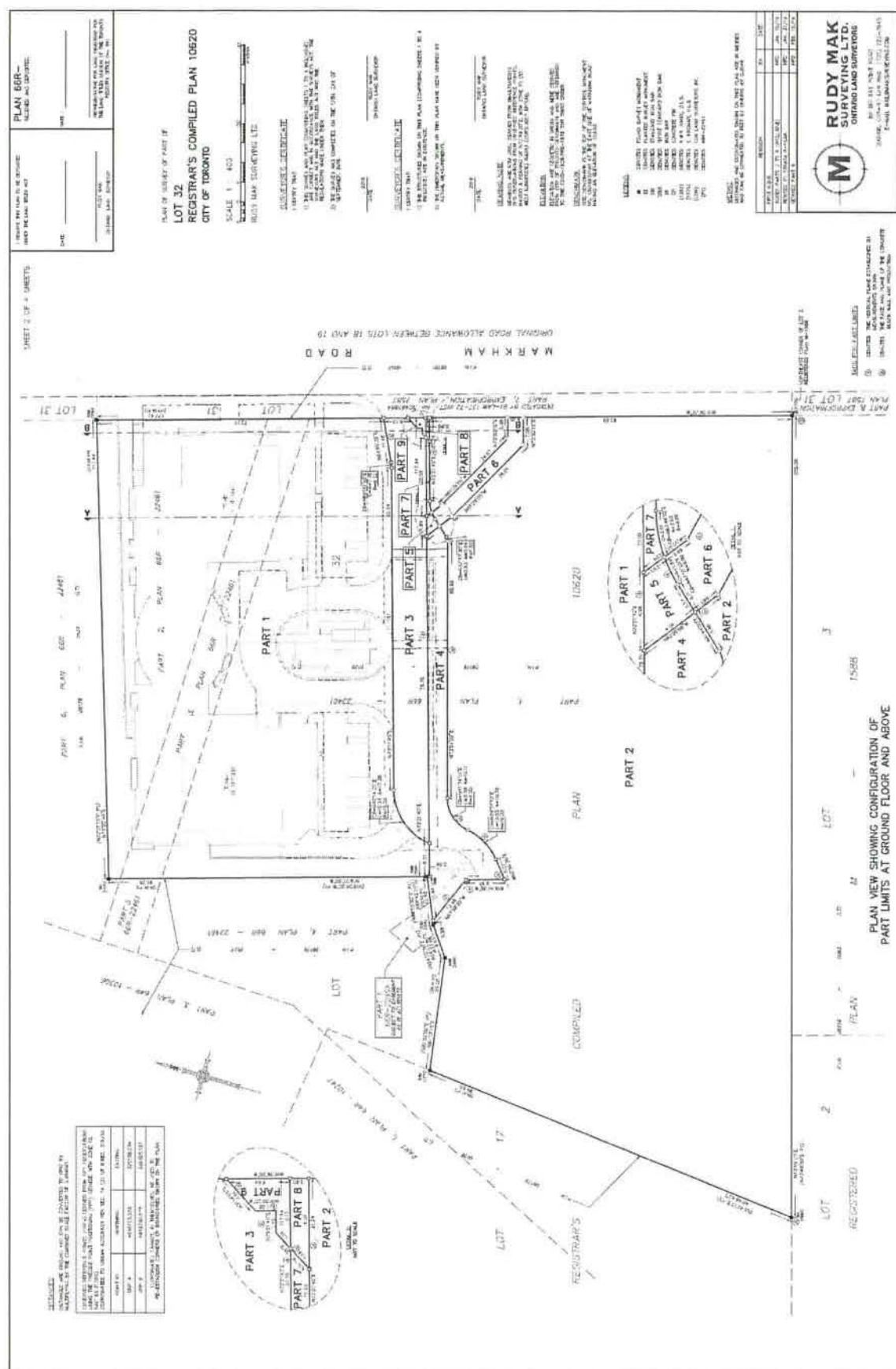
- (4) **An electronic copy of the registered reference plan of survey** satisfying the requirements of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services shall be filed with the Committee of Adjustment.
- (5) The Owner shall file with the Director, Community Planning, Scarborough District in consultation with the Chief Engineer & Executive Director, Engineering & Construction Services, fully executed copies of the following certificates satisfactory to the said Director:
  - a. from the applicant's solicitor with respect to the creation of necessary easements, including maintenance, repair, replace provisions;
  - b. from the applicant's surveyor with respect to the identification of necessary easements;
  - c. from the applicant's municipal consultant engineer with respect to the identification of necessary easements.
- (6) Within **ONE YEAR** of the date of the giving of this notice of decision, the applicant shall comply with the above-noted conditions and prepare for electronic submission to the Deputy Secretary-Treasurer, the Certificate of Official, Form 2 or 4, O. Reg. 197/96, referencing either subsection 50(3) or (5) or subsection 53(42) of the *Planning Act*, as it pertains to the conveyed land and/or consent transaction.

## Draft Reference Plan P1





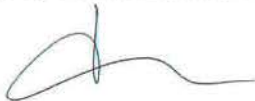




## Draft Reference Plan P2



**SIGNATURE PAGE**

**File Number:** B0067/18SC  
**Property Address:** 1250 & 1256 MARKHAM RD  
**Legal Description:** RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3  
**Applicant:** MILLER THOMSON LLP  
**Owner(s):** PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE  
**Zoning:** Industrial Zone (M) & Commercial Residential (CR)  
**Ward:** Scarborough-Guildwood(24)  
**Community:** Bendale Community  
**Heritage:** Not Applicable

**Table 1, Panel Member Digital Signatures**

 <hr/> Dominic Gulli	 <hr/> Douglas Colbourne	 <hr/> Eden Gajraj
 <hr/> Hena Kabir	 <hr/> Nimrod Salamon	

DATE DECISION MAILED ON: Wednesday, May 15, 2019

LAST DATE OF APPEAL: Tuesday, June 4, 2019

CERTIFIED TRUE COPY



Andre Robichaud  
 Manager & Deputy Secretary Treasurer  
 Scarborough Panel

## Appeal Information

All appeals must be filed with the Deputy Secretary Treasurer, Committee of Adjustment by the last date of appeal as shown on the signature page.

Your appeal to the **Toronto Local Appeal Body (TLAB)** should be submitted in accordance with the instructions below unless there is a related appeal\* to the Local Planning Appeal Tribunal (LPAT) for the same matter.

### **TORONTO LOCAL APPEAL BODY (TLAB) APPEAL INSTRUCTIONS**

To appeal this decision to the TLAB you need the following:

- a completed TLAB Notice of Appeal (Form 1) in **digital format** on a CD/DVD
- \$300 for each appeal filed regardless if related and submitted by the same appellant
- Fees are payable to the **City of Toronto** by cash, certified cheque or money order (Canadian funds)

To obtain a copy of the Notice of Appeal Form (Form 1) and other information about the appeal process please visit the TLAB web site at [www.toronto.ca/tlab](http://www.toronto.ca/tlab).

### **LOCAL PLANNING APPEAL TRIBUNAL (LPAT) INSTRUCTIONS**

To appeal this decision to the LPAT you need the following:

- a completed LPAT Appellant Form (A1) in **paper format**
- \$300.00 with an additional reduced fee of \$25.00 for each connected appeal filed by the same appellant
- Fees are payable to the **Minister of Finance** by certified cheque or money order (Canadian funds).

To obtain a copy of Appellant Form (A1) and other information about the appeal process please visit the Environmental & Lands Tribunals Ontario (ELTO) website at <http://elto.gov.on.ca/tribunals/lpat/forms/>

\*A **related appeal** is another planning application appeal affecting the same property. To learn if there is a related appeal, search community planning applications status in the Application Information Centre and contact the assigned planner if necessary. If there is a related appeal, your appeal to the **Local Planning Appeal Tribunal (LPAT)** should be submitted in accordance with the instructions above.

**NOTE:** Only individuals, corporations and public agencies may appeal a decision. The appeal may not be filed by an unincorporated association or group. However, the appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

This is Exhibit "CC" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**





City Planning Division  
Michael Mizzi, MCIP, RPP  
Director, Zoning and  
Secretary-Treasurer, Committee of Adjustment

Committee of Adjustment,  
Scarborough Civic Centre  
150 Borough Drive, 4th Floor  
Toronto, ON M1P 4N7

MILLER THOMSON LLP  
C/O DAVID TANG  
40 KING ST Suite W Suite 5800  
TORONTO ON M5H 3S1

Wednesday, June 5, 2019

Dear David Tang:

Subject: Provisional Consent for: 1250 MARKHAM RD  
Committee of Adjustment Consent Application File No.: B0067/18SC

This is to confirm that no appeal was filed, and the Decision of the Committee of Adjustment was Final and Binding on June 5, 2019.

**The Decision is Provisional as it contains Condition(s) which must be fulfilled within one year of the mailing date of this Decision.** Please forward the document(s) confirming that the condition(s) are fulfilled. When all condition(s) have been met, the Secretary-Treasurer of the Committee of Adjustment will issue a Certificate of Consent.

If the Condition(s) are not satisfied within this one-year period, the Provisional Consent will be deemed to have lapsed, and the application to have been refused. Please note that a letter of reminder will not be sent.

Yours truly,

Andre Robichaud  
Manager & Deputy Secretary Treasurer  
Scarborough Panel

AR/sk



This is Exhibit "DD" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

---

**From:** Tang, David <dtang@millerthomson.com>  
**Sent:** Thursday, March 26, 2020 12:28 PM  
**To:** Rod Gay; Tom Lodu, C.O.O.; Qi, Ivy; Tom Lodu; Rudy Mak; Steve Dobo  
**Cc:** Kern Kalideen  
**Subject:** GKM Consent conditions - satisfying them [MTDMS-Legal.FID6794560]  
**Attachments:** 1250/1256 Markham Road - Consent Application (745 KB)

Hi everyone.

I'm including Rudy and Steve from Mak Surveying into this email chain.

Rudy and Steve, we need to satisfy the severance conditions by end of next month and one of them is the registered R-Plan with the appropriate parts for the two main parcels and the easements. I know we've gone through the draft R Plan previously and I know that the Committee accepted the versions attached (to my April 2019 email) last year.

So I don't think there are any further changes, but we want to get it registered.

If Tom and Rod have any comments on the plan, let's get them now. If you need Maple Reinders to take a look, please forward to them and keep everyone on the same email chain so Ivy and I can continue to be the pitbulls for following up with everyone to get this done? Ivy is much nicer than me but just as relentless (wink wink).

Thanks!

David

### **DAVID. C.K. TANG**

Providing services on behalf of a Professional Corporation

**Partner**

#### **Miller Thomson LLP**

Scotia Plaza  
 40 King Street West, Suite 5800  
 P.O. Box 1011  
 Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6047

**Fax:** +1 416.595.8695

**Email:** [dtang@millerthomson.com](mailto:dtang@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

View my [web page](#)



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**From:** Rod Gay [mailto:rodneyg@reinders.ca]  
**Sent:** Thursday, March 26, 2020 7:52 AM  
**To:** Tom Lodu, C.O.O. <tlodu@globalkingdom.ca>; Qi, Ivy <iqi@millerthomson.com>; Tom Lodu <tomlodu@trinityravine.com>  
**Cc:** Tang, David <dtang@millerthomson.com>; Kern Kalideen <kernkalideen@gmail.com>  
**Subject:** RE: RE: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

I have not heard anything either.

Uhjdugv/  
 Urgqh/#d/,#hq lru#dufk l#hfk l/#vvr f lwh#



64 Ontario Street North  
 Milton, Ontario, Canada L9T 2T1  
[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)  
 ☎ (<38 ;#8 : 094 ; #1 { w# 658  
 ☎ <38 ;#8 : 0 ; 85 # hoo#97 : ;# 330 : 6 ;

---

**From:** Tom Lodu, C.O.O. <tlodu@globalkingdom.ca>  
**Sent:** March-25-20 5:20 PM  
**To:** Qi, Ivy <iqi@millerthomson.com>; Rod Gay <rodneyg@reinders.ca>; Tom Lodu <tomlodu@trinityravine.com>  
**Cc:** Tang, David <dtang@millerthomson.com>; Kern Kalideen <kernkalideen@gmail.com>  
**Subject:** RE: RE: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Thanks Ivy, I'll touch base with Rod, as I have not heard back as of yet from Rudy Mak on his submission of the R-plan. I don't know that Rod has heard anything back as yet either as we have not communicated on this in the last week or so. I will touch base with him.  
 Of note Rudy Mak was here on site a week ago or so.

*Tom Lodu*  
 Manager, Operations & Special Events  
 Global Kingdom Ministries Inc.

---

**From:** Qi, Ivy  
**Sent:** March 24, 2020 5:36 PM  
**To:** Rod Gay; Tom Lodu; Tom Lodu  
**Cc:** Tang, David  
**Subject:** RE: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Tom and Rod,

Hope you are both doing well in this challenging time.

Just want to check in to see if one of you has followed up with Rudy Mak regarding the status of the R-plan, as well as the required certificates from both the surveyor and the engineer with respect to the identification of necessary easements.

Please update us when you can.

Thanks,  
Ivy

## **IVY QI**

### **Land Use Planner**

#### **Miller Thomson LLP**

Services provided through Miltom Management LP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8176

**Fax:** +1 416.595.8695

**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

**millerthomson.com**



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[Our COVID-19 preparedness and support commitment](#)

---

**From:** Rod Gay [<mailto:rodneyg@reinders.ca>]

**Sent:** Thursday, March 12, 2020 12:25 PM

**To:** Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>

**Cc:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Subject:** FW: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Tom,

I haven't really been part of the conversations as it relates to the severance work that Rudy Mak is doing. I have no problem contacting him but I don't want to impose on anything you may have been currently discussing with him. Please let me know if Rudy ever replied to your email correspondence from a month back. I have not seen any drawings since you gave him the go-ahead to complete.

Rod

Uhjdugv/

**Urgch/#d/**,#hqlru#ufk1#hfk1/#vvrflwh#



64 Ontario Street North

Milton, Ontario, Canada L9T 2T1

[rodneyg@reinders.ca](mailto:rodneyg@reinders.ca) / [www.reinders.ca](http://www.reinders.ca)

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 ☞ <38, #8: 0; 85 # hoo#97: , #330: 6;

**From:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Sent:** March-11-20 2:10 PM

**To:** Tom Lodu <[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)>; Rod Gay <[rodnevg@reinders.ca](mailto:rodnevg@reinders.ca)>; Anne Lee - GKM <[anne@globalkingdom.ca](mailto:anne@globalkingdom.ca)>; Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** RE: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Tom,

Thanks for the updates.

Rod, it would be great if you can provide us a copy of the registered R-plan, as well as the required certificates from the surveyor and the engineer with respect to the identification of the easements.

Thanks,  
Ivy

## **IVY QI**

### **Land Use Planner**

#### **Miller Thomson LLP**

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**Fax:** +1 416.595.8695

**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

**millerthomson.com**



Please consider the environment before printing this email.

**From:** Tom Lodu [<mailto:tlodu@globalkingdom.ca>]

**Sent:** Wednesday, March 11, 2020 1:13 PM

**To:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>; Rod Gay <[rodnevg@reinders.ca](mailto:rodnevg@reinders.ca)>; Anne Lee - GKM <[anne@globalkingdom.ca](mailto:anne@globalkingdom.ca)>; Glenn Reinders <[glennr@reinders.ca](mailto:glennr@reinders.ca)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** Re: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Ivy, I have copied the folks I have been in communication with on this matter.

Rod has been in touch with the surveyor - Rudy Mak and to our knowledge the plan was signed and filed. Rod can confirm.



I will follow up with the tax info, however I suspect that this will be required from the city office as you had indicated. I can provide a letter authorizing you to get this information to expedite the process and to ensure you get what is needed.

Your last point re the easements again I will defer to Rod or Rudy on to ensure that they have been documented or removed from the plan as required.

I will send you what I have with regards to the property address designation under separate cover - possibly Rod has a copy of this as well.

Tom

Tom Lodu  
Manager, Operations & Special Events  
Global Kingdom Ministries Inc.  
1250 Markham Road  
Toronto, ON, Canada M1H 2Y9  
(416) 438-1601 x225 office  
(416) 438-0047 fax

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On Thu, Mar 5, 2020 at 4:25 PM Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)> wrote:

Tom,

Further to your email below, I just want to clarify/follow up on a few things in regard to the consent approval conditions.

1. In regard to the confirmation of tax payment, I understand that GKM doesn't pay tax as a charitable organization, however, we will still need to provide a documentation issued by the City's Revenue Services Division to the Committee of Adjustment to show that the outstanding tax is 0. It would be the best if you could provide a copy of the Statement of Tax Account issued by the City, which I believe can be requested and printed at the tax counter at City Hall or the Civic Centre locations at no cost if you don't have one readily available. If you want, I can also make such a request at City Hall, but then I will need a written authorization from GKM as the property owner in order to have the Statement of Tax Account provided to me. If you have any other tax related documentations issued by the City showing that the property is subject to municipal tax exemptions, please forward a copy of those documentations as well.
2. In regard to the municipal number documentation, I can't seem to locate a copy of such a documentation in our file. It would be great if it can be provided to us if you have such a documentation readily available.
3. Has the R-plan been finalized and deposited? I can help to follow up with Ruby Mak in this regard if needed.

4. The last thing that we need is a certificate from your engineer with respect to the identification of necessary easements. If needed, I can also help to coordinate in this regard if you connect me with your engineer.

The May 10, 2020 date is quickly approaching, I just want to make sure that we are doing our best to move this forward.

Thanks,

Ivy

**IVY QI**  
**Land Use Planner**

**Miller Thomson LLP**

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**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

**millerthomson.com**



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**From:** Tom Lodu [mailto:[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)]

**Sent:** Tuesday, February 18, 2020 1:30 PM

**To:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** Re: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Ivy, per tax documentation, I've asked Anne for a copy of our charitable Patent and info to forward, as we don't pay tax as you are aware.

I will forward to all under separate email the exchange with Ruby Mak, the surveyor about the drawings.

I know that we have a municipal number assigned, I will forward that documentation as well, though I suspect that you have this on file already.

Thanks

Tom

Tom Lodu  
Manager, Operations & Special Events  
Global Kingdom Ministries Inc.  
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On Tue, Feb 18, 2020 at 12:46 PM Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)> wrote:

Tom,

I just want to follow up on your email below.

Were you able to gather the tax documentations and the required registered reference plan of survey and certificate from the surveyor identifying the easements?

I think one other thing we will need is documentation regarding assignment of the municipal numbers for the severed and retained lots, assuming that is already done.

Thanks,

Ivy

**IVY QI****Land Use Planner****Miller Thomson LLP**

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**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

**millerthomson.com**



Please consider the environment before printing this email.

**From:** Tom Lodu [mailto:[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)]

**Sent:** Tuesday, January 28, 2020 6:51 PM

**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Subject:** Re: FW: [\*\*EXT\*\*] Re: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Hi David and Ivy.

Yes, I've received messages and voicemail from Ivy regarding the above.

I've been speaking with Anne getting what we can showing we don't pay taxes and are up to date with all else.

I've also spoken to Reindeers & Law for them to get the documentation required from the surveyors. I hope to have this info to send to you next week.

Tom Lodu

Operations / Special Events Mgr.

Global Kingdom Ministries

On Tue., Jan. 28, 2020, 5:56 p.m. Tang, David, <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)> wrote:

Hi Tom (and then later Kern):

I just want to follow with you to make sure that you and my in-house planner, Ivy Qi, are communicating well about the work needed to satisfy the consent conditions for the severance of the Trinity Ravine site

from the church site. I have copied Ivy to make sure the two of you are in touch so we can stay on top of this.

As a reminder, there is an absolute deadline beyond which we have to spend money and seek the consent to sever again, which we really do not want to do. The Notice of Decision was issued on **May 10, 2019**, and the conditions will need to be fulfilled within one year of the date of giving the Notice of Decision.

In addition, we want to rely upon a specific provision (section 50(6) of the Planning Act) to convey the Church parcel to the new church corporation (the opposite of the normal conveyance pattern). So not only do we need to satisfy the conditions, the actual land transfer needs to be completed within the one-year period prior to May 10, 2020.

I'm copying in Kern as well since we need to make sure that your Board and the Church move ahead with the changes to move the Church from the current corporation to the other one in time to do this all by May 10, 2020. I expect that means the meeting to do all of that needs to be done in March and so notice and Board consideration needs to be done in February.

Thanks.

David

**DAVID. C.K. TANG**

Providing services on behalf of a Professional Corporation

**Partner**

**Miller Thomson LLP**

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40 King Street West, Suite 5800  
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[millerthomson.com](http://millerthomson.com)

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**From:** Qi, Ivy  
**Sent:** Thursday, January 16, 2020 11:25 AM  
**To:** Tom Lodu <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Tom Lodu <[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)>  
**Subject:** RE: **[\*\*EXT\*\*]** Re: FW: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]  
**Importance:** High

Tom,

Happy New Year. I hope you had a great holiday.

I would like to follow up with you on the status of the consent conditions. Please let me know how we can be of any help in satisfying the conditions. We have until **May 10, 2020** to fulfil all the conditions and submit evidence of same to the Committee of Adjustment, including registration of the transfers. If we fail to do that by May 10, the consent will lapse, and we will need to reapply.

I appreciate your attention to this matter and please feel free to let me know if you have any questions.

Thanks,

Ivy

**IVY QI**  
**Land Use Planner**

**Miller Thomson LLP**  
Services provided through Miltom Management LP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
**Direct Line:** +1 416.595.8176  
**Fax:** +1 416.595.8695  
**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)  
[millerthomson.com](http://millerthomson.com)

<image001.png>

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**From:** Qi, Ivy  
**Sent:** Tuesday, November 12, 2019 5:07 PM  
**To:** 'Tom Lodu' <[tomlodu@trinityravine.com](mailto:tomlodu@trinityravine.com)>; Tom Lodu <[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)>  
**Subject:** RE: **[\*\*EXT\*\*]** Re: FW: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Hi Tom,

I just want to follow up with you on the matter below.

Can you please let me know the status of the consent approval conditions and how we can help to clear those conditions? As noted before, we have one year to fulfill those conditions and register the transfers, and it's always better to get it done sooner rather than later.

Thanks,

Ivy

**From:** Tom Lodu [<mailto:tomlodu@trinityravine.com>]  
**Sent:** Friday, September 6, 2019 2:16 PM  
**To:** Qi, Ivy <[iqi@millერთhompson.com](mailto:iqi@millერთhompson.com)>  
**Subject:** **[\*\*EXT\*\*]** Re: FW: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Hello Ivy, my apologies.

I will be back into the office on Monday and will ensure that all is completed as required. I'll touch base with you then.

Tom

On Fri, Sep 6, 2019 at 1:58 PM Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)> wrote:

Hi Tom.

I just realized that your old email address may no longer be active.

Anyways, please see my email to you below. David advised me that I should connect with you before taking any initiative to contact the City as some of the conditions may have already been fulfilled. I'd appreciate if you can get back to me at your earliest convenience as we only have one year to get it all done, including the transfers.

I look forward to hearing back from you.

Thanks,

Ivy

**IVY QI**

**Land Use Planner**

**Miller Thomson LLP**

Services provided through Miltom Management LP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8176

**Fax:** +1 416.595.8695

**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

**millerthomson.com**

<image001.png>

Please consider the environment before printing this email.

---

**From:** Qi, Ivy

**Sent:** Friday, August 2, 2019 4:02 PM

**To:** Tom Lodu <[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)>

**Cc:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** RE: Consent conditions - satisfying them [MTDMS-Legal.FID6794560]

Hi Tom,

Further to David's email below, please see attached a copy of the Notice of Decision which contains the approval conditions for the consent application as set out below. The text in bold indicates the required actions to address each of the conditions.

1. Confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department. **(Can you provide the said confirmation of tax payment issued by the City?)**
  
2. Municipal numbers for the subject lots indicated on the applicable Registered Plan of Survey shall be assigned to the satisfaction of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services. Contacts: John House, Supervisor, Land and Property Surveys, at 416-392-8338; [John.House@toronto.ca](mailto:John.House@toronto.ca), or his designates, Elizabeth Machynia, at 416-338-5029; [Elizabeth.Machynia@toronto.ca](mailto:Elizabeth.Machynia@toronto.ca), John Fligg at 416-338-5031; [John.Fligg@toronto.ca](mailto:John.Fligg@toronto.ca) **(Have you already coordinated with the City regarding the municipal number assignment?)**
  
3. An electronic copy of the registered reference plan of survey integrated to NAD 83 CSRS (3 degree Modified Transverse Mercator projection), delineating by separate Parts the lands and their respective areas, shall be filed with the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services. Contact: John House, Supervisor, Land and Property Surveys, at 416-392-8338; [John.House@toronto.ca](mailto:John.House@toronto.ca). **(Please let us know if you would you like us to coordinate with your surveyor regarding registration of the R-plan)**
  
4. An electronic copy of the registered reference plan of survey satisfying the requirements of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services shall be filed with the Committee of Adjustment. **(Same as Condition 3)**
  
5. The Owner shall file with the Director, Community Planning, Scarborough District in consultation with the Chief Engineer & Executive Director, Engineering & Construction Services, fully executed copies of the following certificates satisfactory to the said Director:
  - a. from the applicant's solicitor with respect to the creation of necessary easements, including maintenance, repair, replace provisions; **(We will prepare this certificate)**

- b. from the applicant's surveyor with respect to the identification of necessary easements; **(Please let us know if you would you like us to coordinate with your surveyor regarding this certificate)**
- c. from the applicant's municipal consultant engineer with respect to the identification of necessary easements. **(Please let us know if you would you like us to coordinate with your engineer consultant regarding this certificate)**

Please forward any documentations related to the above-listed conditions to me and I will file same to the appropriate City divisions as directed in the Notice of Decision. As you are aware, we have one year to clear these conditions and register the transfers, but we should get it done as soon as we can.

Thanks and have a good long weekend.

Ivy

#### **IVY QI**

**Land Use Planner**

#### **Miller Thomson LLP**

Services provided through Miltom Management LP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.595.8176

**Fax:** +1 416.595.8695

**Email:** [iqi@millerthomson.com](mailto:iqi@millerthomson.com)

[millerthomson.com](http://millerthomson.com)

<image001.png>

Please consider the environment before printing this email.

---

**From:** Tang, David

**Sent:** Tuesday, June 18, 2019 4:23 PM

**To:** Tom Lodu <[tlodu@globalkingdom.ca](mailto:tlodu@globalkingdom.ca)>; Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Subject:** Consent conditions - satisfying them [MTDMS-Legal.FID6794560]



Hi Tom, I want to introduce our planner, Ivy, who will be following up and ensuring the consent conditions are satisfied as soon as possible. She will need info and your help on some of these matters since you probably have municipal numbering info already etc. etc.

Ivy, please touch base with Tom when you can?

Thanks.

David

**DAVID. C.K. TANG**

Providing services on behalf of a Professional Corporation  
**Partner**

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.6047

**Fax:** +1 416.595.8695

**Email:** [dtang@millerthomson.com](mailto:dtang@millerthomson.com)

**millerthomson.com**

View my [web page](#)

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Tom Lodu

C.O.O.

Trinity Ravine Towers

1256 Markham Road

Scarborough, ON

-----  
[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

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-----



---

**From:** Lau, Linda <llau@millerthomson.com> on behalf of Tang, David <dtang@millerthomson.com>  
**Sent:** Thursday, April 18, 2019 10:33 AM  
**To:** Brian.Caradonna@toronto.ca  
**Cc:** Rod Gay; Steve Dobo; Rudy Mak; Kern Kalideen; Glenn Reinders; 'Joe Calabretta'; Tang, David; Qi, Ivy  
**Subject:** 1250/1256 Markham Road - Consent Application  
**Attachments:** 38906537\_1\_1250\_1256 Markham Road - 13328\_P1 Apr 16, 2019 Plan .PDF; 38906536\_1\_1250\_1256 Markham Road - 13328\_P2 Apr 16, 2019 Plan .PDF

Dear Brian:

Attached please find the revised reference plans as requested by Engineering and Construction Services. I have also confirmed that the description of the easement should be clarified as they were unclear whether "storm water" meant just storm sewer or storm sewer and water supply. It just means storm sewer.

Thank you.

David

DAVID. C.K. TANG<<mailto:dtang@millerthomson.com>>  
Providing services on behalf of a Professional Corporation Partner

Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario M5H 3S1  
Direct Line: +1 416.597.6047  
Fax: +1 416.595.8695  
Email: [dtang@millerthomson.com](mailto:dtang@millerthomson.com)<<mailto:dtang@millerthomson.com>>  
[millerthomson.com](http://www.millerthomson.com)<<http://www.millerthomson.com>>

View my web page<<http://www.millerthomson.com/en/our-people/david-tang>>

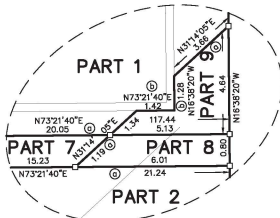
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DISTANCES

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999881.

POINT ID	NORTHING	EASTING
ORP A	4848723.559	326108.334
ORP B	4848780.678	326305.137

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.



DETAIL 2:  
NOT TO SCALE

LOT 17

REGISTRAR'S COMPILED PLAN 10620

PLAN 66R - 10247

PLAN 66R - 22461

PLAN 66R - 10247

PLAN 66R - 22461

PLAN 66R - 10247

PLAN 66R - 22461

PLAN 66R - 10247

PLAN 66R - 22461

PLAN 66R - 10247

PLAN 66R - 22461

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PLAN 66R - 22461

PLAN 66R - 10247

PLAN 66R - 22461



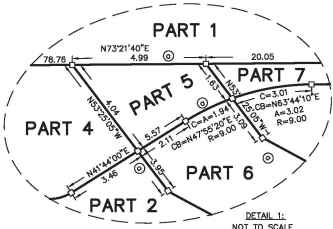
LOT

COMPILED

PLAN

PART 2

10620



DETAIL 1:  
NOT TO SCALE

TAGS FOR PART LIMITS

- ① DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS SHOWN
- ② DENOTES THE FACE AND PLANE OF THE CONCRETE BLOCK WALL AND PRODUCTION

PLAN VIEW SHOWING CONFIGURATION OF PART LIMITS AT PARKING LEVEL 1 AND BELOW

SHEET 1 OF 4 SHEETS

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

DATE : \_\_\_\_\_

RUDY MAK  
ONTARIO LAND SURVEYOR

PLAN 66R- 497  
RECEIVED AND DEPOSITED.

DATE : \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF THE TORONTO REGISTRY OFFICE (No. 66)

SCHEDULE				
PART	LOT	PLAN	P.I.N.	AREA
1				8785 sq.m.
2				16005 sq.m.
3				938 sq.m.
4				844 sq.m.
5	PART OF LOT 32	REGISTRAR'S COMPILED PLAN 10620	ALL OF P.I.N. 06179 - 0128 (LT)	11 sq.m.
6				139 sq.m.
7				16 sq.m.
8				4 sq.m.
9				12 sq.m.

PARTS 1 TO 9 (INCLUSIVE) COMPRISE ALL OF P.I.N. 06179-0128 (LT)

PLAN OF SURVEY OF PART OF

LOT 32

REGISTRAR'S COMPILED PLAN 10620

CITY OF TORONTO

SCALE 1 : 400



RUDY MAK SURVEYING LTD.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- 1) THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- 2) THE SURVEY WAS COMPLETED ON THE 12TH. DAY OF SEPTEMBER, 2018.

2019  
DATE

RUDY MAK  
ONTARIO LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- 1) THE STRUCTURES SHOWN ON THIS PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE IN EXISTENCE.
- 2) THE DIMENSIONS SHOWN ON THIS PLAN HAVE BEEN VERIFIED BY ACTUAL MEASUREMENTS.

2019  
DATE

RUDY MAK  
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS ARE WITH GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, WITH ZONE 10 (81° WEST LONGITUDE) NAD83 (CSRS 2010 EPOCH).

ELEVATION

ELEVATION ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK, AND ARE REFERRED TO THE CGD-1928 PRE-1978 TOR THIRD ORDER

BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52

LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES PLANTED SURVEY MONUMENT
- SSB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CP DENOTES CONCRETE PIN
- (1282) DENOTES R.W.R. JONES, O.L.S.
- (1775) DENOTES S. KRCMAR, O.L.S.
- (CDN) DENOTES CDN LAND SURVEYORS INC.
- (PI) DENOTES 66R-22461

REVISION	BY	DATE
FIRST ISSUE		
ADDED PARTS 3 TO 9 (INCLUSIVE)	HFD	JAN. 15/19
REVISED TO STRATA R-PLAN	HFD	JAN. 31/19
REVISED PART 9	HFD	FEB. 15/19

**RUDY MAK SURVEYING LTD.**  
ONTARIO LAND SURVEYORS

89 BIG BAY POINT ROAD  
BARRIE, ONTARIO L4N 8M5 (705) 722-3845  
E-MAIL MAIL@MAKSURVEYING.COM

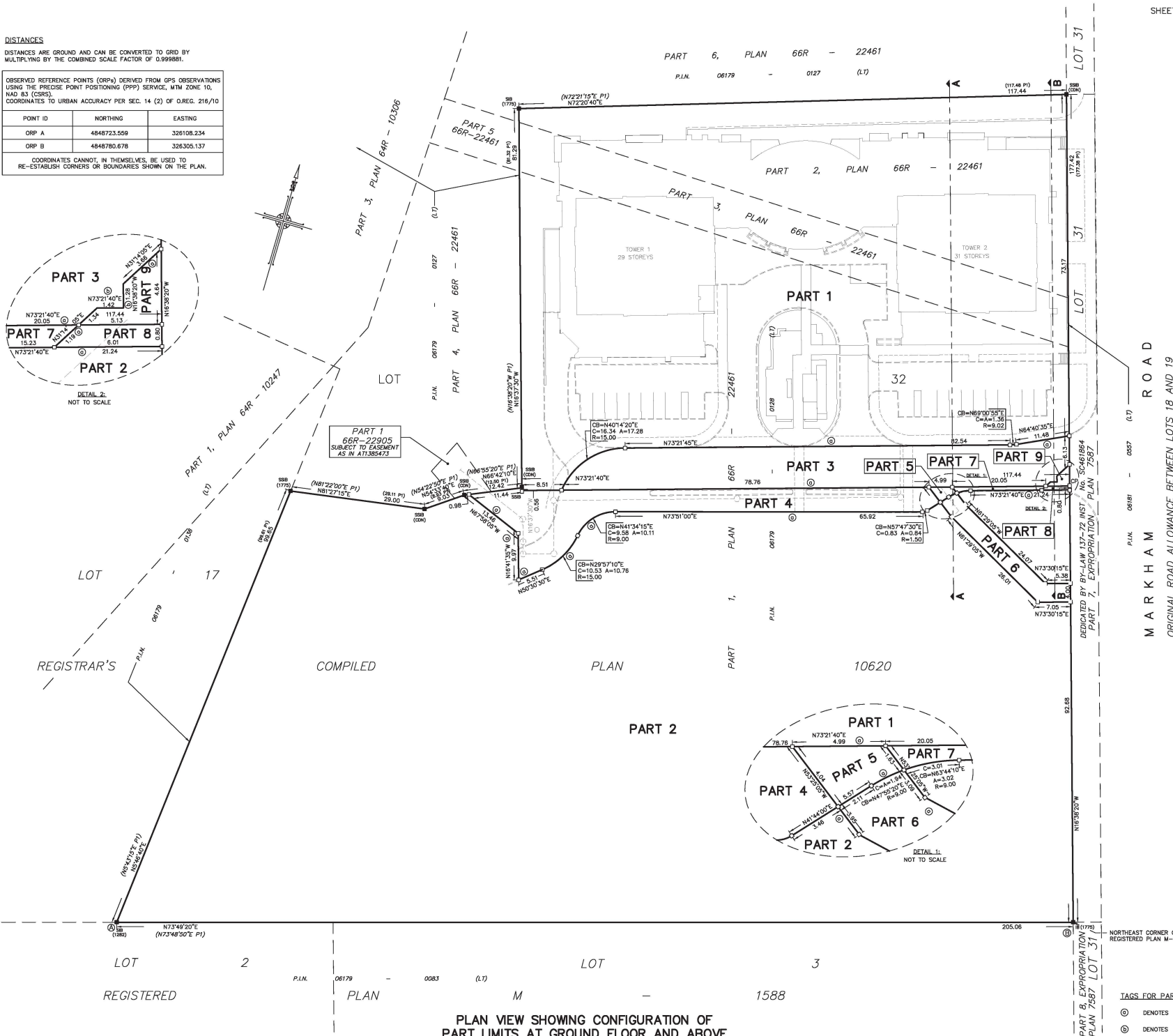
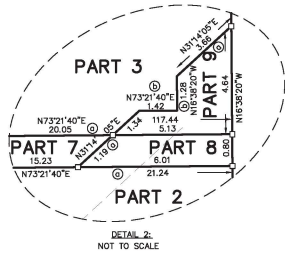
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METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



DISTANCES
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999881.
OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, NAD 83 (CSRS), COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10



SHEET 2 OF 4 SHEETS

PLAN 66R- 498
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT
DATE:
RUDY MAK
ONTARIO LAND SURVEYOR

PLAN OF SURVEY OF PART OF LOT 32 REGISTRAR'S COMPILED PLAN 10620 CITY OF TORONTO

SCALE 1 : 400
RUDY MAK SURVEYING LTD.

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1) THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2) THE SURVEY WAS COMPLETED ON THE 12TH DAY OF SEPTEMBER, 2018.

DATE: 2019
RUDY MAK
ONTARIO LAND SURVEYOR

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1) THE STRUCTURES SHOWN ON THIS PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE IN EXISTENCE.
2) THE DIMENSIONS SHOWN ON THIS PLAN HAVE BEEN VERIFIED BY ACTUAL MEASUREMENTS.

DATE: 2019
RUDY MAK
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS ARE WITH GRID, DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS, HAVING A BEARING OF N73°49'20"E, WITH ZONE 10 (81° WEST LONGITUDE) NAD83 (CSRS; 2010 EPOCH).

ELEVATION

ELEVATIONS ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928: PRE-1978 TOR THIRD ORDER

BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 1209B30190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52

LEGEND

- DENOTES FOUND SURVEY MONUMENT
□ DENOTES PLANTED SURVEY MONUMENT
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
IB DENOTES IRON BAR
CP DENOTES CONCRETE PIN
(1282) DENOTES R.W.R. JONES, O.L.S.
(1775) DENOTES S. KROMAR, O.L.S.
(CDN) DENOTES CDN LAND SURVEYORS INC.
(P1) DENOTES 66R-22461

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

Table with 3 columns: REVISION, BY, DATE. It lists revisions for the first issue, added parts 3 to 9, revised to strata R-plan, and revised part 9.



89 BIG BAY POINT ROAD
BARRIE, ONTARIO L4N 8M5 (705) 722-3845
E-MAIL: MAIL@MAKSURVEYING.COM

DRAWN BY: JAC/HFD CHECK BY: RAP FILE No. 13328\_P2

This is Exhibit "EE" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**





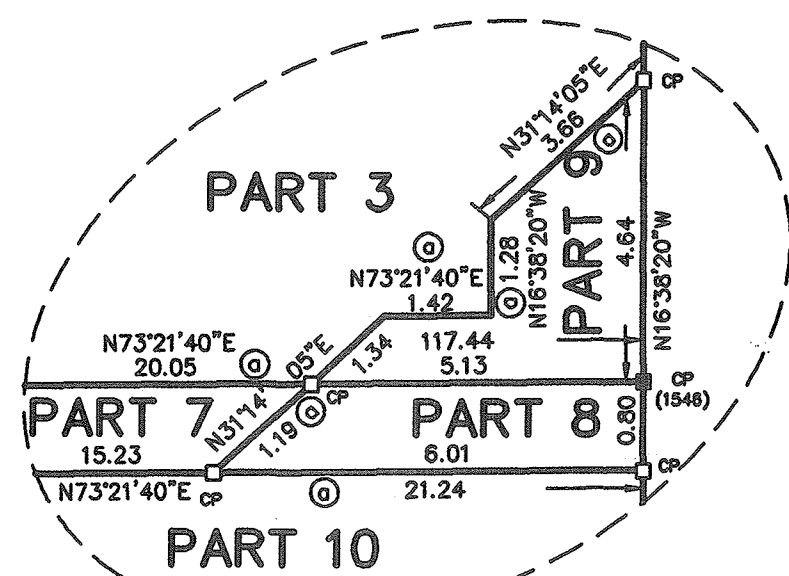
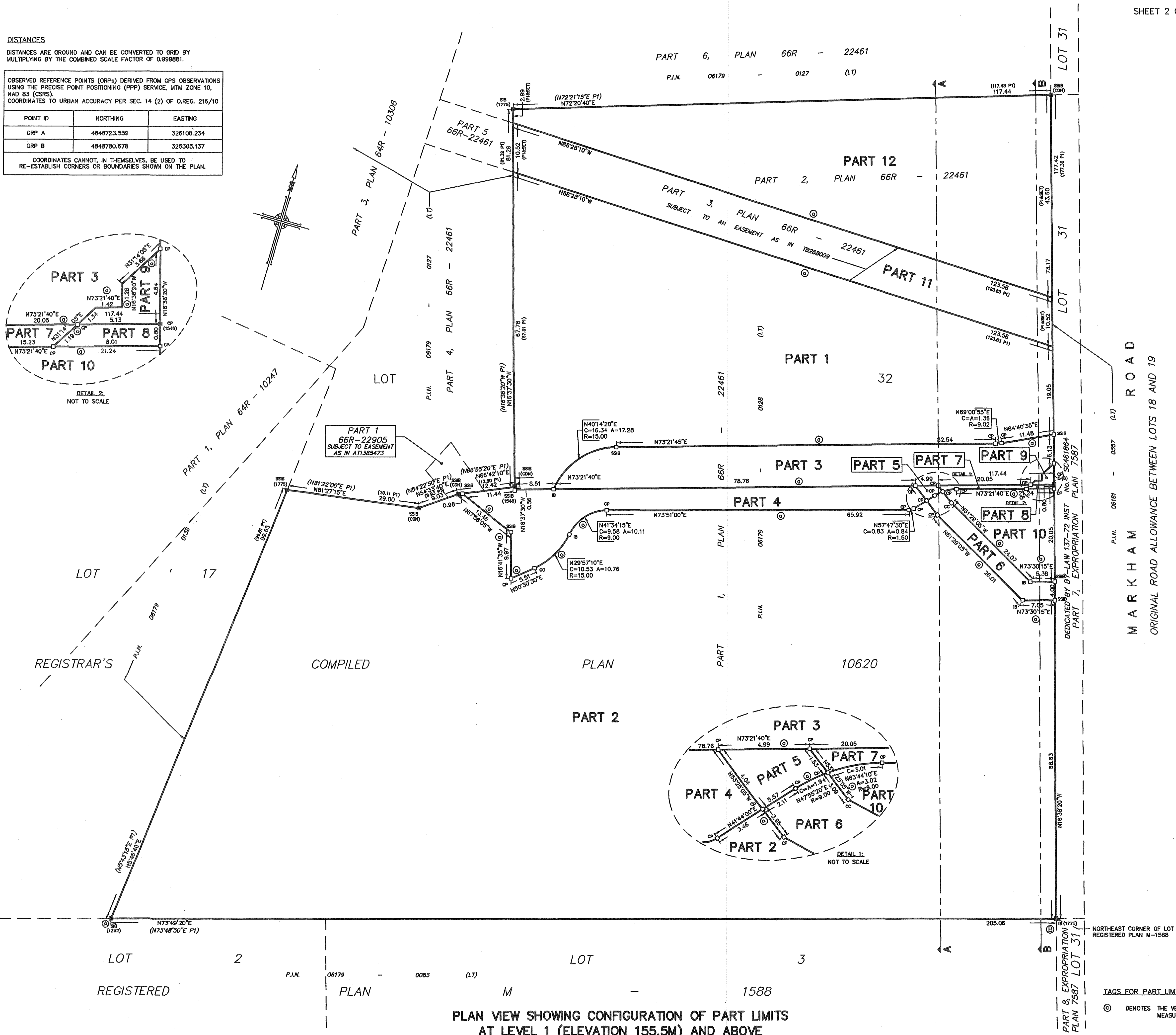
SHEET 2 OF 4 SHEETS

I REQUIRE THIS PLAN TO BE DEPOSITED  
UNDER THE LAND TITLES ACTPLAN 66R-31325  
RECEIVED AND DEPOSITED.DATE: June 2, 2020  
RUDY MAK  
ONTARIO LAND SURVEYORDATE: June 4, 2020  
REPRESENTATIVE FOR LAND REGISTRAR FOR  
THE LAND TITLES DIVISION OF THE TORONTO  
REGISTRY OFFICE (No. 66)

## DISTANCES

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MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999881.OBSERVED REFERENCE POINTS (ORP's) DERIVED FROM GPS OBSERVATIONS  
USING THE PRECISE POINT POSITIONING (PPP) SERVICE, MTM ZONE 10,  
NAD 83 (CSRS).  
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4848723.559	326108.234
ORP B	4848780.678	326305.137

COORDINATES CANNOT, IN THEMSELVES, BE USED TO  
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THE PLAN.DETAIL 2:  
NOT TO SCALEPLAN VIEW SHOWING CONFIGURATION OF PART LIMITS  
AT LEVEL 1 (ELEVATION 155.5M) AND ABOVE

STRATA PLAN OF SURVEY OF PART OF

LOT 32

REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO

SCALE 1 : 400

RUDY MAK SURVEYING LTD.

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 5TH DAY OF MARCH, 2020.

DATE: June 2, 2020

RUDY MAK  
ONTARIO LAND SURVEYOR

## BEARING NOTE

BEARINGS ARE MTM GRID, DERIVED FROM SIMULTANEOUS  
GPS OBSERVATIONS FROM OBSERVED REFERENCE POINTS,  
HAVING A BEARING OF N73°49'20"E, MTM ZONE 10 (81°  
WEST LONGITUDE) NAD83 (CSRS:2010 EPOCH).

## ELEVATION

ELEVATIONS ARE GEODETIC IN ORIGIN AND WERE DERIVED  
FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO  
THE CGVD-1928:PRE-1978 TOR THIRD ORDERTHE 155.5M ELEVATIONS SHOWN ON THIS PLAN IS INTENDED  
TO BE THE TOP OF ASPHALT ELEVATION AFTER DEVELOPMENT  
OF NEW STRUCTURES.

## BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT  
NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD  
HAVING AN ELEVATION OF 159.52 (CGVD-1928:PRE-1978).

## LEGEND

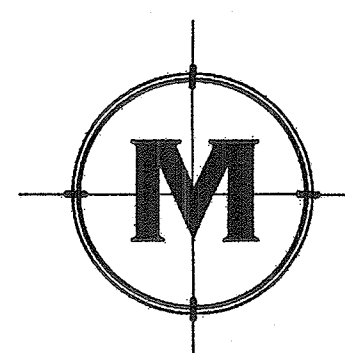
- DENOTES FOUND SURVEY MONUMENT
- DENOTES PLANTED SURVEY MONUMENT
- SSB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CP DENOTES CONCRETE PIN
- CC DENOTES CUT CROSS
- (1282) DENOTES R.W.R. JONES, O.L.S.
- (1546) DENOTES RUDY MAK SURVEYING LTD.
- (1775) DENOTES S. KROMAR, O.L.S.
- (CDM) DENOTES CDN LAND SURVEYORS INC.
- (P1) DENOTES 66R-22461

CP'S AND SSB'S WERE PLANTED DUE TO THE PROXIMITY  
OF SUBSURFACE OBSTRUCTION.

## METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES  
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

REVISION	BY	DATE
FIRST ISSUE		
ADDED PARTS 3 TO 9 (INCLUSIVE)	HFD	JAN. 15/19
REVISED TO STRATA R-PLAN	HFD	JAN. 31/19
REVISED PART 9	HFD	FEB. 15/19

RUDY MAK  
SURVEYING LTD.  
ONTARIO LAND SURVEYORS89 BIG BAY POINT ROAD  
BARRIE, ONTARIO L4N 8M5 (705) 722-3845  
E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: JAC/HFD CHECK BY: RAP FILE No. 13328\_P2

## TAGS FOR PART LIMITS

- ⊙ DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS SHOWN

SHEET 3 OF 4 SHEETS

I REQUIRE THIS PLAN TO BE DEPOSITED  
UNDER THE LAND TITLES ACTDATE: June 2, 2020RUDY MAK  
ONTARIO LAND SURVEYORPLAN 66R-31325  
RECEIVED AND DEPOSITED.DATE: June 4, 2020REPRESENTATIVE FOR LAND REGISTRAR FOR  
THE LAND TITLES DIVISION OF THE TORONTO  
REGISTRY OFFICE (No. 66)

STRATA PLAN OF SURVEY OF PART OF

LOT 32  
REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO

SCALE 1 : 400

5 0 5 20 40  
metres

RUDY MAK SURVEYING LTD.

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 5TH DAY OF MARCH, 2020.

DATE: June 2, 2020RUDY MAK  
ONTARIO LAND SURVEYOR

## ELEVATION

ELEVATIONS ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928:PRE-1978 TOR THIRD ORDER

THE 155.5M ELEVATIONS SHOWN ON THIS PLAN IS INTENDED TO BE THE TOP OF ASPHALT ELEVATION AFTER DEVELOPMENT OF NEW STRUCTURES.

## BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52 (CGVD-1928:PRE-1978).

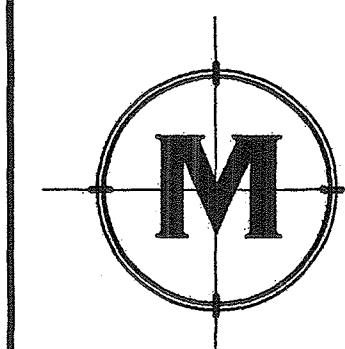
## TAGS FOR HORIZONTAL AND VERTICAL PART LIMITS

- (A) DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS SHOWN
- (B) DENOTES SURFACE AND PLANE ESTABLISHED BY ELEVATION
- (C) DENOTES LIMIT OF PROPERTY

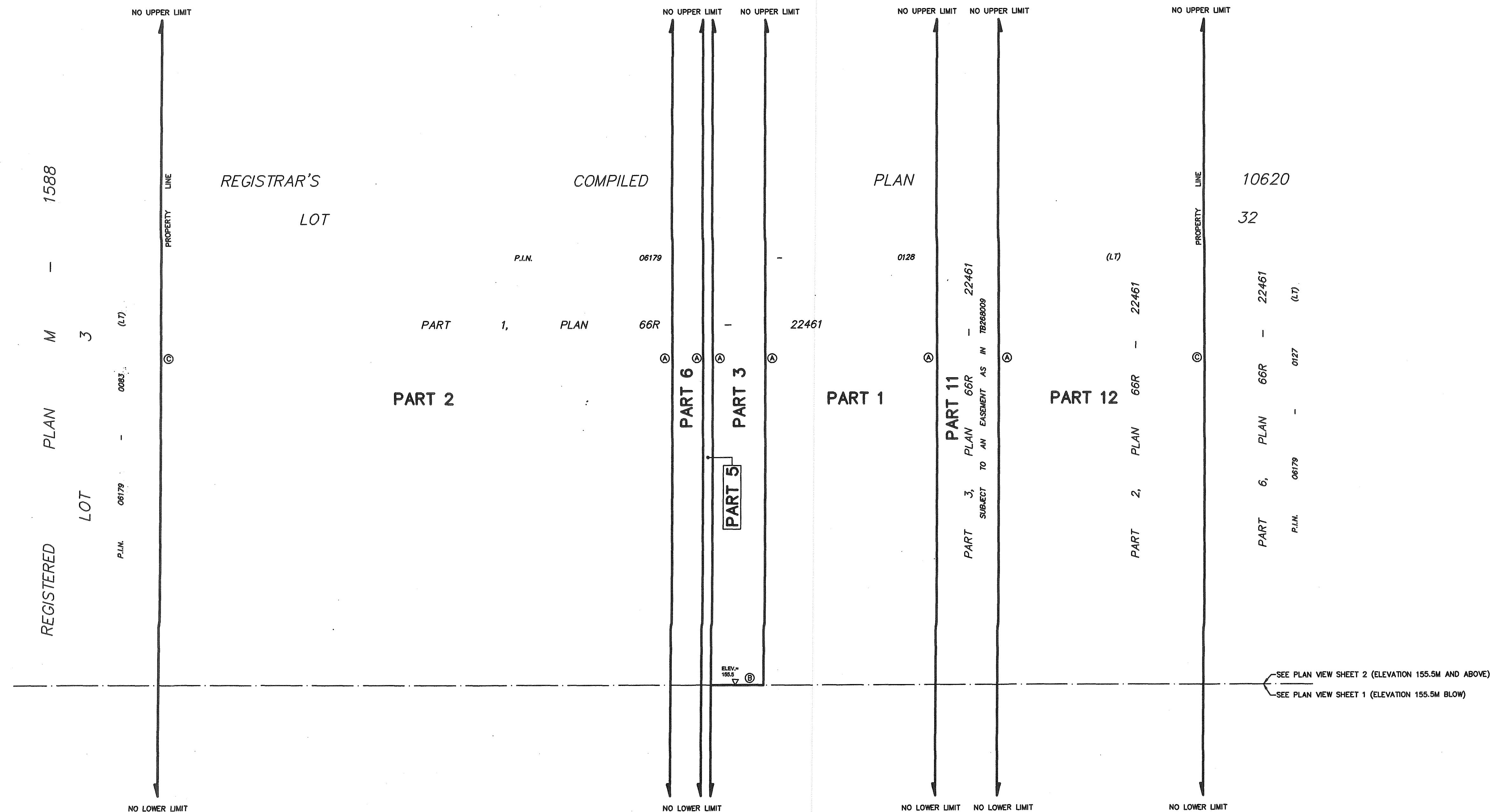
## METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

REVISION	BY	DATE
FIRST ISSUE	HFD	FEB. 04/19
REVISED	HFD	FEB. 15/19



RUDY MAK  
SURVEYING LTD.  
ONTARIO LAND SURVEYORS89 BIG BAY POINT ROAD  
BARRIE, ONTARIO L4N 8M5 (705) 722-3845  
E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: HFD CHECK BY: RAP FILE No. 13328\_F3



SECTION A-A



I REQUIRE THIS PLAN TO BE DEPOSITED  
UNDER THE LAND TITLES ACTDATE: June 2, 2020
  
 RUDY MAK  
 ONTARIO LAND SURVEYOR
PLAN 66R- 31325  
RECEIVED AND DEPOSITED.DATE: June 4, 2020
  
 REPRESENTATIVE FOR LAND REGISTRAR FOR  
 THE LAND TITLES DIVISION OF THE TORONTO  
 REGISTRY OFFICE (No. 66)

STRATA PLAN OF SURVEY OF PART OF

LOT 32

REGISTRAR'S COMPILED PLAN 10620  
CITY OF TORONTO

SCALE 1 : 400



RUDY MAK SURVEYING LTD.

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN (COMPRISING SHEETS 1 TO 4 INCLUSIVE) ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 5TH. DAY OF MARCH, 2020.

June 2, 2020  
 DATE

  
 RUDY MAK  
 ONTARIO LAND SURVEYOR

## ELEVATION

ELEVATIONS ARE GEODETIC IN ORIGIN AND WERE DERIVED FROM CITY OF TORONTO BENCHMARK AND ARE REFERRED TO THE CGVD-1928:PRE-1978 TOR THIRD ORDER

THE 155.5M ELEVATIONS SHOWN ON THIS PLAN IS INTENDED TO BE THE TOP OF ASPHALT ELEVATION AFTER DEVELOPMENT OF NEW STRUCTURES.

## BENCHMARK

SITE BENCHMARK IS THE TOP OF THE CONTROL MONUMENT NO. 12019630190 AT THE EAST SIDE OF MARKHAM ROAD HAVING AN ELEVATION OF 159.52 (CGVD-1928:PRE-1978).

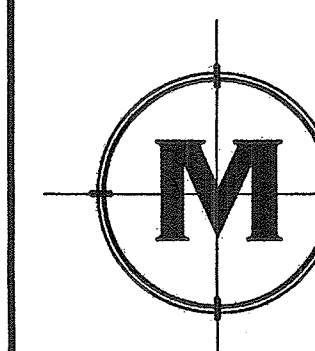
## TAGS FOR HORIZONTAL AND VERTICAL PART LIMITS

- Ⓐ DENOTES THE VERTICAL PLANE ESTABLISHED BY MEASUREMENTS SHOWN
- Ⓑ DENOTES SURFACE AND PLANE ESTABLISHED BY ELEVATION
- Ⓒ DENOTES LIMIT OF PROPERTY

## METRIC

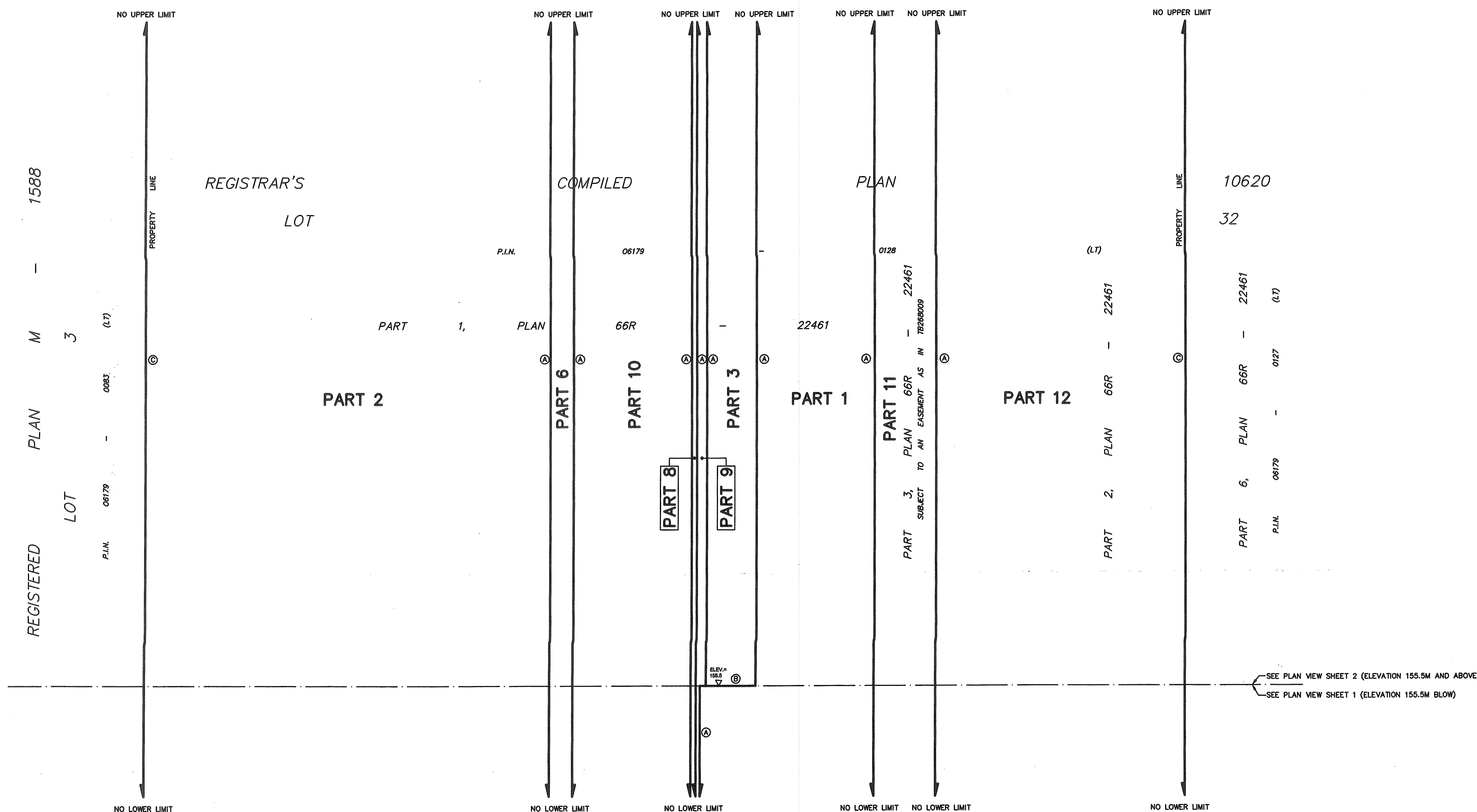
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

REVISION	BY	DATE
FIRST ISSUE	HFD	FEB. 14/19
REVISED PART 9	HFD	FEB. 15/19


**RUDY MAK**  
**SURVEYING LTD.**  
 ONTARIO LAND SURVEYORS

 89 BIG BAY POINT ROAD  
 BARRIE, ONTARIO L4N 8M5 (705) 722-3845  
 E-MAIL MAIL@MAKSURVEYING.COM

DRAWN BY: HFD CHECK BY: RAP FILE No. 13328\_P4



SECTION B-B

This is Exhibit "FF" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

---

**From:** Lines, Brittney <blines@millerthomson.com>  
**Sent:** Tuesday, June 30, 2020 4:57 PM  
**To:** companiesfilings@ontario.ca  
**Cc:** Tang, David  
**Subject:** Fred Mitchell Ministries Inc. - Application for Supplementary Letters Patent [MTDMS-Legal.FID6794560]  
**Attachments:** 47521903\_1\_Letter to MGCS to file Application for Supplementary Letters Patent FMM - June 30, 2020.PDF; 47520888\_1\_Application for Supplementary Letters Patent - Signed for filing.PDF; 47522467\_1\_Ontario NUANS - Global Kingdom Ministries Church Inc. - June 30, 2020.PDF; 47522006\_1\_Consent to use the name Global Kingdom Ministries.PDF

Hello,

Attached please find our cover letter and supporting documents to file an Application for Supplementary Letters Patent under the *Corporations Act* (Ontario). As mentioned in the cover letter, please contact me to receive credit card payment for the filing fee.

I look forward to hearing from you.

Kind regards,

Brittney

## **BRITTNEY LINES**

**Paraprofessional**

### **Miller Thomson LLP**

Services provided through Miltom Management LP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.4358

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[millerthomson.com](http://millerthomson.com)



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CANADA

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MILLERTHOMSON.COM

June 30, 2020

**Private and Confidential**

**Via email – companiesfilings@ontario.ca**

**Brittney Lines**

Direct Line: 437.235.7514  
blines@millerthomson.com

File: 0117902.0002

Ministry of Government and Consumer  
Services  
Central Production & Verification Services  
Branch  
393 University Avenue, Suite 200  
Toronto, ON M5G 2M2

Dear Sirs/Mesdames:

**Re: Fred Mitchell Ministries Inc. (the “Corporation”)  
Application for Supplementary Letters Patent**

We act as counsel to the above Corporation.

The Corporation is applying for an Application for Supplementary Letters Patent to change its name to Global Kingdom Ministries Church Inc. under the *Corporations Act* (Ontario).

In accordance with the *Alternative Filing Methods for Business Act, 2020*, we are submitting the attached application and supporting documents to you by email instead of mail for your processing:

1. Application for Supplementary Letters Patent, containing the electronic signatures of directors Laura Lau and Christopher Kean.
2. An Ontario-biased NUANS name search report, not more than 90 days old.
3. A name consent signed by Global Kingdom Ministries Inc.

Please contact me to obtain the credit card details for your filing fee.

Once the Supplementary Letters Patent has been issued, please forward same to me via email.

If there are any problems or you require further information, please let me know.

Yours truly,

Brittney Lines  
Paraprofessional  
Enclosures  
47521148.1

Form 3  
*Corporations  
Act*

Formule 3  
*Loi sur les  
personnes  
morales*

APPLICATION FOR SUPPLEMENTARY LETTERS PATENT  
REQUÊTE EN VUE D'OBTENIR DES LETTRES PATENTES SUPPLÉMENTAIRES

1. Name of the applicant corporation: (Set out in BLOCK CAPITAL LETTERS)  
Dénomination sociale de la personne morale : (écrire en LETTRES MAJUSCULES SEULEMENT)

F	R	E	D		M	I	T	C	H	E	L	L		M	I	N	I	S	T	R	I	E	S		I	N	C	.	

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)  
La dénomination sociale de la personne morale devient (le cas échéant) : (écrire en LETTRES MAJUSCULES SEULEMENT)

G	L	O	B	A	L		K	I	N	G	D	O	M		M	I	N	I	S	T	R	I	E	S		C	H	U	R
C	H																												

3. Date of incorporation/amalgamation:  
Date de la constitution ou de la fusion 2018 Jun 28  
Year/Année Month/Mois Day/Jour
4. The resolution authorizing this application was confirmed by the shareholders/members of the corporation on:  
La résolution autorisant la présente requête a été ratifiée par les actionnaires ou membres de la personne morale le 2020 Jun 01  
Year/Année Month/Mois Day/Jour
- under section 34 or 131 of the *Corporations Act*.  
aux termes de l'article 34 ou 131 de la *Loi sur les personnes morales*.
5. The corporation applies for the issue of supplementary letters patent to provide as follows:  
La personne morale demande la délivrance de lettres patentes supplémentaires qui prévoient ce qui suit :
- To amend the name of the Corporation from Fred Mitchell Ministries Inc. to Global Kingdom Ministries Church Inc.



The corporation is not insolvent within the meaning of subsection 19(4) of Ontario Regulation 181.

This application is executed in duplicate  
La présente requête est faite en double exemplaire.

FRED MITCHELL MINISTRIES INC.

Current Name of Corporation  
Dénomination sociale actuelle de la personne morale

By  
Par :

*Laura Lau*

Signature

Signature

*Christopher Kean*

Signature

Signature

DIRECTOR

Description of Office

Fonction

DIRECTOR

Description of Office

Fonction



# Ontario Reservation Report

## Rapport pour réservation en Ontario

GLOBAL KINGDOM MINISTRIES CHURCH INC.

120994944 Distinctive/Distinctif:

Page 1 of/de 7

2020-06-30

NAICS codes/ codes SCIAN:

Alternate spelling/Variante orthographique:

16:53:03

COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
<b>GLOBAL KINGDOM MINISTRIES CHURCH INC.</b>							
ON	120994944	2020-06-30				Prop.MILTOM	
<b>GLOBAL KINGDOM MINISTRIES CHURCH INC.</b>							
ON	120933104	2020-03-27				Prop.MILTOM	
<b>GLOBAL KINGDOM MINISTRIES INC.</b>							
ON	1846511	2007-09-04	TORONTO	CA	FD_NSh	Active	2011-04-05
<b>GLOBAL KINGDOM MINISTRIES INC.</b>							
CD	4434684	2014-06-24	SCARBOROUGH		NPCorpAct	Active	2014-06-24
<b>CHRIST'S CHURCH GLOBAL MINISTRY INC.</b>							
MB	646105	1984-01-17	WINNIPEG		MBNShare	NewName	1984-01-17
Religious Organizations							
<b>GOD'S KINGDOM MINISTRY INC.</b>							
MB	7332590	2016-05-25	WINKLER		MBNShare	Active	2016-05-25
Business, Professional, Labour and Other Membership Organizations							
<b>CITIES CHURCH MINISTRIES INC</b>							
CD	8840741	2014-04-01	Brandon		NPCorpAct	Active	2017-01-03
<b>CITIES CHURCH MINISTRIES INC</b>							
MB	6981497	2014-04-01	BRANDON	CD	FDNShare	NewName	2014-10-20
Business, Professional, Labour and Other Membership Organizations							
<b>GLOBAL FAITH MINISTRIES INC.</b>							
SK	0101190040	2011-08-18	REGINA		NP_Corp	Active	2012-04-17
Religious Organizations							
<b>KINGDOM LIFE MINISTRIES INC.</b>							
ON	1383993	1999-12-23	MISSISSAUGA		Non_Shr	Active	2002-03-07
<b>KINGDOM COME MINISTRIES INC.</b>							
SK	0101286656	2015-08-10	SASKATOON		NP_Corp	Active	2015-08-10
Religious Organizations							
<b>KINGDOM REPAIRS MINISTRY, INC.</b>							
ON	1953803	2014-03-01	FERGUS	CA	FD_NSh	Active	2016-04-20
<b>Kingdom Repairs Ministry, Inc.</b>							
CD	8805415	2014-03-01	Fergus		NPCorpAct	Active	2014-03-01
<b>BETHEL KINGDOM MINISTRIES INC.</b>							
ON	1861753	2011-11-17	BOWMANVILLE		Non_Shr	Active	2011-11-17
<b>KINGDOM VISION MINISTRIES INC.</b>							
ON	1910127	2014-02-11	MISSISSAUGA		Non_Shr	Active	2014-07-03
<b>GLOBAL WINNERS TEAM CHURCH INC.</b>							
ON	1572229	2003-05-27	HAMILTON		Non_Shr	Active	2003-05-27
<b>BETHEL GLOBAL CHURCH OF GOD INC.</b>							
CD	11863177	2020-01-24	Toronto		NPCorpAct	Active	2020-01-24

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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
<b>Global Ministries and Relief Inc.</b>							
CD	4299515	2014-08-21	CAMBRIDGE		NPCorpAct	Active	2014-08-21
<b>GLOBAL DELIVERANCE MINISTRIES INC.</b>							
ON	1801862	2009-12-10	BRAMPTON		Non_Shr	Active	2009-12-10
<b>GLOBAL MIRACLE HEALING CHURCH INC.</b>							
SK	0101190040	2011-08-18	REGINA		NP_Corp	Active	2012-04-17
Religious Organizations							
<b>MORNING GLORY KINGDOM MINISTRY INC.</b>							
ON	1960019	2016-08-19	AJAX		Non_Shr	Active	2016-08-19
<b>GLOBAL FAITH HEALING MINISTRIES INC.</b>							
SK	0101190040	2011-08-18	REGINA		NP_Corp	Active	2012-04-17
Religious Organizations							
<b>Global Prayer Ministries Online Inc.</b>							
NL	41303	1999-02-15	Conception Bay South		Non_Share	Active	
<b>ADVANCING THE KINGDOM MINISTRIES INC.</b>							
BC	1079305	2016-06-14	Vancouver		Corp	Active	2018-10-01
<b>CANADIAN CHURCH OF GOD MINISTRIES INC.</b>							
AB	5318706677	2015-01-09	CAMROSE	CD	EP_N Prft	Active	
<b>GLOBAL TRANSFORMATION MINISTRIES, INC.</b>							
ON	1806598	2009-11-17	TORONTO		Non_Shr	Active	2009-11-17
<b>EKKLESIA KINGDOM MINISTRIES (2005) INC.</b>							
CD	4339347	2014-10-21	TORONTO		NPCorpAct	Active	2014-10-21
<b>GLOBAL CHRISTIAN CENTRE MINISTRIES INC.</b>							
AB	5317507829	2013-05-24	GRAND FORKS	BC	EP_N Prft	Active	2019-12-20
<b>GLOBAL DOMINION RESCUE MINISTRIES, INC.</b>							
ON	1690904	2006-04-11	TORONTO		Non_Shr	Active	2006-09-07
<b>JESUS MINISTRY OF ISRAELITE CHURCH INC.</b>							
ON	1836274	2010-12-29	TORONTO		Non_Shr	Active	2010-12-29
<b>NEW LIFE GLOBAL HARVEST MINISTRIES INC.</b>							
ON	1575387	2003-06-19	BRAMPTON		Non_Shr	Active	2014-07-22
<b>FAITH GLOBAL RESTORATION MINISTRIES INC.</b>							
ON	1630838	2004-09-23	TORONTO		Non_Shr	Active	2004-09-23
<b>GLOBAL WARRIORS OF FAITH MINISTRIES INC.</b>							
ON	1845701	2011-04-07	MISSISSAUGA		Non_Shr	Active	2011-04-07
<b>KINGDOM OF HEAVEN EMBASSY MINISTRIES INC.</b>							
CD	4518691	2014-09-23	MISSISSAUGA		NPCorpAct	Active	2014-09-23

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2020-06-30

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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
<b>LIVING HOPE GLOBAL MINISTRIES CANADA INC.</b>							
CD	11787233	2019-12-25	Toronto		NPCorpAct	Active	2019-12-25
<b>IMPACT MINISTRY GROUP CHURCH PLANTING INC.</b>							
ON	247228	1971-09-14	MISSISSAUGA		Non_Shr	Active	2010-09-17
<b>KINGDOM BUILDING MINISTRIES (CANADA), INC.</b>							
ON	971534	1991-12-23	OAKVILLE	CA	FD_NSh	Active	1992-06-27
<b>MOUNT OLIVE APOSTOLIC CHURCH MINISTRIES INC.</b>							
ON	1603537	2004-02-24	HAMILTON		Non_Shr	Active	2004-02-24
<b>GLOBAL DOMINION IMPACT MINISTRIES OF CANADA INC.</b>							
ON	1751371	2008-05-14	ETOBICOKE		Non_Shr	Active	2008-05-14
<b>BETHEL AFRICAN MINISTRY SWAHILI CHURCH (BAMS) INC.</b>							
MB	7171464	2015-07-22	WINNIPEG		MBNShare	Active	2015-07-22
Business, Professional, Labour and Other Membership Organizations							
<b>COME AND DINE CHURCH MINISTRIES INTERNATIONAL INC.</b>							
ON	1431519	2000-08-10	AJAX		Non_Shr	Active	2000-08-10
<b>KINGDOM LEADERSHIP AND EMPOWERMENT MINISTRIES INC.</b>							
ON	1976342	2017-07-07	TORONTO		Non_Shr	Active	2017-07-07
<b>SPRUCE GROVE GLOBAL CONNECTIONS CHURCH &amp; MINISTRIES</b>							
AB	548464262	1999-09-16	SPRUCE GROVE		Rlgs_Scty	Active	2008-12-23
<b>Jesus is Lord Global Ministry Winnipeg Manitoba Inc.</b>							
MB	10038226	2019-04-25	WINNIPEG		MBNShare	Active	2019-04-25
Religious Organizations							
<b>Kingdom Worthy Ministries - KW Church of God 7th Day</b>							
CD	9750207	2016-05-11	Kitchener, On		NPCorpAct	Active	2016-05-11
<b>CHRIST CHURCH WORLDWIDE FELLOWSHIP AND MINISTRIES INC.</b>							
ON	1575942	1995-11-01	BRAMPTON	SK	EPDomNSh	Active	2003-06-18
<b>WORD OF RIGHTEOUSNESS DELIVERANCE KINGDOM MINISTRIES INC.</b>							
ON	1910011	2014-01-31	BRAMPTON		Non_Shr	Active	2014-01-31
<b>MIRACLE CENTRE MINISTRIES CHURCH OF THE SOVEREIGN GOD INC.</b>							
ON	1097004	1994-09-29	SCARBOROUGH		Non_Shr	Active	2009-05-15
<b>HOLY WORD FELLOWSHIP CHURCH OF GOD IN CHRIST MINISTRIES INC.</b>							
ON	1101057	1994-11-21	NORTH YORK		Non_Shr	Active	1994-11-21
<b>KINGDOM OF FAITH MINISTRIES COMMUNITY CHURCH OF GOD OF CALGARY</b>							
AB	5417271011	2013-01-30	CALGARY		Rlgs_Scty	Active	
<b>KEYS OF THE KINGDOM MINISTRIES-LIFE IN THE SPIRIT FELLOWSHIP INC.</b>							
SK	0102030315	2017-08-22	HUMBOLDT		NP_Corp	Active	2017-08-22
Religious Organizations							

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COMPANY NAME / NOM DE L'ENTREPRISE							
JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
<b>FAITH MIRACLE TEMPLE INC. AND CHURCH OF THE LAMB OF GOD MINISTRIES</b>							
ON	1406062	2000-04-25	TORONTO		Non_Shr	Active	2000-04-25
<b>WORD ALIVE MINISTRIES INTERNATIONAL - THE STONE CHURCH WINNIPEG INC.</b>							
MB	10026329	2018-09-28	WINNIPEG		MBNShare	Active	2018-09-28
Religious Organizations							
<b>HOLY CITY CHURCH - EGLISE EVANGELIQUE CITE SAINTE - KING'S GRACE MINISTRIES, INC.</b>							
ON	1810794	2010-01-04	AJAX		Non_Shr	Active	2010-01-04
<b>KEYS OF THE KINGDOM MINISTRIES - LIFE IN THE SPIRIT FELLOWSHIP, ONTARIO CHAPTER INC.</b>							
ON	1305771	1998-11-26	NORTH YORK		Non_Shr	Active	2001-03-02
<b>REDEMPTION BLOOD OF JESUS CHRIST WORLD OUTREACH MINISTRIES CHRIST NEW CREATION FELLOWSHIP CHURCH INC...</b>							
ON	120884596	2020-01-16				Prop.CORPCAN	
<b>ROCK CHURCH MINISTRIES INC.</b>							
ON	1506509	2002-01-21	ARNPRIOR		Non_Shr	CorpNmChg	2014-08-05
<b>GLOBAL KINGDOM ALLIANCE INC.</b>							
AB	2013929027	2008-04-07	LETHBRIDGE		Bus_Corp	Struck	2010-10-02
<b>Christ Kingdom Ministries, Inc.</b>							
CD	3182886	1995-09-12	MISSISSAUGA		CCA_Pt2	Dissolved	2016-05-14
<b>CHRIST'S CHURCH MINISTRIES INC.</b>							
NB	23095	1988-02-08	Moncton		NP_CCA	Dscntd	2017-09-29
<b>EKKLESIA KINGDOM MINISTRIES INC.</b>							
ON	2073469	2005-05-30	REXDALE		Bus_Corp	Vol_Dsltn	2008-01-28
<b>INFINITY CHURCH MINISTRIES, INC.</b>							
CD	4505182	2008-12-29	TORONTO		CCA_Pt2	Dissolved	2015-05-02
<b>GLOBAL MISSIONARY MINISTRIES INC.</b>							
ON	247228	1971-09-14	MISSISSAUGA		Non_Shr	CorpNmChg	2010-09-17
<b>Kingdom Ambassador Ministries, Inc.</b>							
CD	4474970	2008-04-14	CALGARY		CCA_Pt2	Dissolved	2016-06-26
<b>KINGDOM EVANGELISTIC MINISTRIES INC.</b>							
ON	579642	1984-03-13			Non_Shr	CnclByCB	1992-06-27
<b>STRATEGIC KINGDOM YOUTH MINISTRIES INC.</b>							
CD	2879352	1992-12-18	BRAMPTON		CCA_Pt2	Dissolved	2015-04-19
<b>GLOBAL MISSIONARY RADIO MINISTRIES, INC.</b>							
ON	247228	1971-09-14	MISSISSAUGA		Non_Shr	CorpNmChg	2005-04-29
<b>HEALING AND HOPE CHURCH MINISTRIES, INC.</b>							
CD	3140768	1995-04-21	GARDEN RIVER		CCA_Pt2	Dissolved	2015-05-08

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# Trademark Report

## Rapport des marques de commerce

GLOBAL KINGDOM MINISTRIES CHURCH INC.

120994944 Distinctive/Distinctif:

Page 5 of/de 7

2020-06-30

Nice classes/classification Nice:

Alternate spelling/Variante orthographique:

16:53:03

\* This report does not constitute a Trademark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
3M GLOBAL TRADING, INC.				3M Company (a Delaware
<a href="#">0737294</a>	TMA435891	1994-11-18	Registerd	35,36,42
Providing foreign trade services, namely off-shore sourcing of good...				
GLOBAL RESOLUTIONS INC.				GLOBAL RESOLUTIONS INC.
<a href="#">1042835</a>	TMA565997	2002-08-19	Registerd	16,41,42
Printed publications namely printed instruction...Alternate dis...				
CSI GLOBAL EDUCATION INC.				Moody's Analytics Globa
<a href="#">1253443</a>	TMA721168	2008-08-18	Registerd	9,16,41
Educational materials, namely books, manuals, ... Educational ...				
WORLDSEVE MINISTRIES INC.				WorldServe Ministries I
<a href="#">1850483</a>	TMA1051157	2019-08-26	Registerd	36,41
Charitable services, namely, providing financial assistance to meet...				
GLOBAL HAZMAT INC. & Design				Global HazMat, Inc.
<a href="#">1561476</a>	TMA852692	2013-06-06	Registerd	1,6,16,17...
Printed materials, namely, text books, work bo... Business con...				
KINGDOM COVENANT MINISTRIES				Kingdom Covenant Intern
<a href="#">1183377</a>	TMA674586	2006-10-11	Registerd	9,14,16,18...
Clothing, namely t-shirts, toques, caps, hats,... Evangelistic...				
Sunwoo Global Inc for Oishi				SUNWOO GLOBAL INC.
<a href="#">1955167</a>			Formalizd	29,30,31
This logo will be used exclusively by Sunwoo Global Inc for most pro...				
SMOOTCHY Global Inc. & DESIGN				SMOOTCHY GLOBAL INC
<a href="#">1816021</a>	TMA1077179	2020-04-22	Registerd	5,30,32
Aerated fruit juice; aerated mineral waters; aerated water; alcohol ...				
Dundee Global Resource GP Inc.				Dundee Corporation
<a href="#">1400782</a>	TMA741853	2009-06-12	Registerd	36,37
Asset management services for the resource sector; investing in min...				
GLOBAL CARGO SYSTEMS INC. DESIGN				Global Cargo Systems In
<a href="#">1150774</a>	TMA653410	2005-11-24	Registerd	39
Freight forwarding by air, ocean and ground.				
Orbite360 by Global Trainer 360 inc				Claude Goyette
<a href="#">1957821</a>			Formalizd	28
Disques pour le sport; planches à genoux; planches à roulettes; pla...				
THREE PILLAR GLOBAL INC. (& DESIGN)				3Pillar Global, Inc.
<a href="#">1709425</a>	TMA953074	2016-10-24	Registerd	42
Customized software development services in the field of mobile app...				
C.A.T. Global Logistics Inc. & Design				C.A.T. Inc.
<a href="#">1292649</a>	TMA716013	2008-06-05	Registerd	39
Service de courtage en transport routier.				
GLOBAL CRANE INSPECTIONS INC. & Design				Global Crane Inspection
<a href="#">1485188</a>	TMA795656	2011-04-14	Registerd	37,41,42
Crane inspection services; accreditation services, namely developin...				
GRM INC. GLOBAL ROADWAY MAINTENANCE & Design				GLOBAL ROADWAY MAINTENA
<a href="#">1692513</a>	TMA918282	2015-10-26	Registerd	37,40,44
Property maintenance services, landscaping services and property an...				
GILMORE GLOBAL LOGISTICS SERVICES INC. & Design				R.E. Gilmore Investment
<a href="#">1098115</a>	TMA651576	2005-10-26	Registerd	40
Printing services.				
EDU.GLOBAL & DESIGN GLOBAL RESEARCH LIBRARY INC.				Global Research Library
<a href="#">1788358</a>	TMA1003815	2018-08-29	Registerd	41
Providing an online interactive website featuring information and l...				

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# Trademark Report

## Rapport des marques de commerce

GLOBAL KINGDOM MINISTRIES CHURCH INC.

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TRADEMARK / MARQUE DE COMMERCE				OWNER / PROPRIÉTAIRE
AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	CLASSES
GOODS/PRODUITS				
Logos + GNAR + Global Network Architecture Resource Inc.				Global Network Architec
<a href="#">2035142</a>			Formalizd	36,37,42
Real estate consultation Building restoration; construction and ren...				
SCHMEID-LEUT CONFERENCE OF THE HUTTERIAN BRETHREN CHURCH INC.				SCHMEID-LEUT CONFERENCE
<a href="#">0816656</a>	TMA495938	1998-06-12	Registerd	36,41
Administration of the Hutterian Brethren Church, religious teaching...				
HARRINGTON LANE INC. Global Leaders in Financial Solutions & Design				DWM Inc.
<a href="#">1150483</a>	TMA646400	2005-08-23	Registerd	36,41,42
Financial consulting and training services for corporations, corpor...				
GPT Global Prestige Trading inc. Business Services - International Trade				GLOBAL PRESTIGE TRADING
<a href="#">1811662</a>	TMA1025260	2019-06-12	Registerd	35
Business administration assistance; export and import agencies; med...				
Sketching Global and Words, "Bright International Student Service Inc.", Chinese Char...				Xin Chen
<a href="#">2034053</a>			Formalizd	41,45
Providing information and advice, including through an online platfo...				
Benful Global Consulting Inc. wants to use a trademake Vivisafe to provide the advanc...				Jingsheng Liu
<a href="#">1985096</a>			Formalizd	9
We plan to provide a series advance electronic products to care abou...				
1. The main body of the trademark is "Welink" which is part of our company's name "We...				Welink Career Service I
<a href="#">2010888</a>			Formalizd	35,41
Career placement; career placement consulting services; career plann...				
J.S.I. GLOBAL INC.				Ishwar Khanna,
<a href="#">1114902</a>			Aband-36	25
Ladies garments and accessories including but not limited to handbag...				
GLOBAL PAYMENTS INC.				GLOBAL PAYMENTS INC.
<a href="#">1101066</a>			Aband-36	36
Debit and credit card processing services.				
GLOBAL RELIEF FUND INC.				CHRISTIAN CHILDREN'S FU
<a href="#">0741894</a>	TMA440582	1995-03-17	Expunged	36
Operation of a charitable organization fund raising activities for ...				
GLOBAL HEALTH SYSTEMS INC.				Global Health Systems I
<a href="#">1373100</a>			Aband40-3	35,36,41,42...
Business consulting services in the healthcare field, namely provid...				
GLOBAL PHARM INC. & DESIGN				GLOBAL PHARM INC.,
<a href="#">0785166</a>	TMA464382	1996-10-18	Expunged	40
Operation of a business which provides custom manufacturing of phar...				
GLOBAL STORAGE SYSTEMS, INC.				GLOBAL STORAGE SYSTEMS,
<a href="#">1070849</a>			Aband-36	20
Modular shelving units, namely, pallet racks and pre-engineered upr...				
Global Tele Talk Inc. (GTT4U)				Harjit Bhathal
<a href="#">1490462</a>			Aband-36	38
Long distance telephone service such as home p... Telecommunic...				
GLOBAL SECURITIES INC. & DESIGN				GLOBAL MENKEL DEGERLER
<a href="#">0873332</a>			Aband-36	35,36
Financial services in the nature of brokerage of stocks, bonds, sec...				
Global Auto Service Inc. & Design				Mike Kern
<a href="#">1354153</a>			Aband40-3	6,7,12,37...
Automotive parts. Provide auto...				
TUNDRA Global Sourcing Inc. & Design				HOWSUE HOLDINGS INC.
<a href="#">1958219</a>			WithOwn	
Product sourcing of goods, private label manufacturing of goods; pr...				

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## Data provider information / Information concernant les fournisseurs des données

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta (AB)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2020-06-29	<a href="http://www.servicealberta.ca">http://www.servicealberta.ca</a>
Alberta / Alberta (AB)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2020-06-29	<a href="http://www.servicealberta.ca">http://www.servicealberta.ca</a>
British Columbia / Colombie-Britannique (BC)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2020-06-30	<a href="http://www.bcregistry.ca">http://www.bcregistry.ca</a>
British Columbia / Colombie-Britannique (BC)	Corporate names/Dénominations de société	Daily/Quotidien	2020-06-30	<a href="http://www.bcregistry.ca">http://www.bcregistry.ca</a>
Federal / Fédéral (CD)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2020-06-24	<a href="http://www.corporationscanada.ic.gc.ca">http://www.corporationscanada.ic.gc.ca</a>
Manitoba / Manitoba (MB)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2020-06-26	<a href="http://www.gov.mb.ca">http://www.gov.mb.ca</a>
New Brunswick / Nouveau-Brunswick (NB)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2020-06-24	<a href="http://www.snb.ca">http://www.snb.ca</a>
Newfoundland and Labrador / Terre-Neuve-et-Labrador (NL)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2020-03-04	<a href="http://www.gs.gov.nl.ca/registries">http://www.gs.gov.nl.ca/registries</a>
Northwest Territories / Territoires du Nord-Ouest (NT)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2020-06-23	<a href="http://www.gov.nt.ca">http://www.gov.nt.ca</a>
Northwest Territories / Territoires du Nord-Ouest (NT)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2020-06-23	<a href="http://www.gov.nt.ca">http://www.gov.nt.ca</a>
Nova Scotia / Nouvelle-Écosse (NS)	Corporate and trade names/Dénominations de société et noms commerciaux	Daily/Quotidien	2020-06-30	<a href="http://www.gov.ns.ca/snsmr/rjsc">http://www.gov.ns.ca/snsmr/rjsc</a>
Nunavut / Nunavut (NU)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2020-06-30	<a href="http://www.gov.nu.ca/business">http://www.gov.nu.ca/business</a>
Nunavut / Nunavut (NU)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2020-06-30	<a href="http://www.gov.nu.ca/business">http://www.gov.nu.ca/business</a>
Ontario / Ontario (ON)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2020-06-27	<a href="http://www.ontario.ca/business">http://www.ontario.ca/business</a>
Ontario / Ontario (ON)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2020-06-27	<a href="http://www.ontario.ca/business">http://www.ontario.ca/business</a>
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières (FI)	Corporate names/Dénominations de société	Other/Autre	2020-06-01	<a href="http://www.osfi-bsif.gc.ca">http://www.osfi-bsif.gc.ca</a>
Prince Edward Island / Île-du-Prince-Édouard (PE)	Corporate and trade names/Dénominations de société et noms commerciaux	Weekly/Hebdomadaire	2020-06-25	<a href="http://www.gov.pe.ca/corporations">http://www.gov.pe.ca/corporations</a>
Saskatchewan / Saskatchewan (SK)	Corporate and trade names/Dénominations de société et noms commerciaux	Monthly/Mensuel	2020-06-01	<a href="http://www.isc.ca">http://www.isc.ca</a>
Yukon / Yukon (YT)	Corporate names/Dénominations de société	Daily/Quotidien	2020-06-30	<a href="http://www.community.gov.yk.ca/corp">http://www.community.gov.yk.ca/corp</a>
Trademarks / Marques de commerce (TM)	All registrations and applications, seeds, sections 9s/ Tout les enregistrements et demandes, semences et section 9	Weekly/Hebdomadaire	2020-06-22	<a href="http://www.cipo.ic.gc.ca">http://www.cipo.ic.gc.ca</a>

## Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO.	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut Légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date du statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO.AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO.ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE.ENR.	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

## Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : <a href="http://www.nuans.com">http://www.nuans.com</a>	Nuans report codes / codes des rapports Nuans : <a href="https://www.ic.gc.ca/eic/site/075.nsf/eng/00015.html">https://www.ic.gc.ca/eic/site/075.nsf/eng/00015.html</a>
NAICS codes / codes SCIAN : <a href="http://www.naics.com/search/">http://www.naics.com/search/</a> (in English only/en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : <a href="http://www.osfi-bsif.gc.ca">http://www.osfi-bsif.gc.ca</a>
Nice class codes / codes classification Nice : English: <a href="http://www.wipo.int/classifications/nice/en/index.html">http://www.wipo.int/classifications/nice/en/index.html</a> French: <a href="http://www.wipo.int/classifications/nice/fr/index.html">http://www.wipo.int/classifications/nice/fr/index.html</a>	Registraire des entreprises du Québec : English: <a href="http://www.registreentreprises.gouv.qc.ca/en">http://www.registreentreprises.gouv.qc.ca/en</a> French: <a href="http://www.registreentreprises.gouv.qc.ca/">http://www.registreentreprises.gouv.qc.ca/</a>

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### CONSENT TO USE CORPORATE NAME

**TO: The Ministry of Government and Consumer Services  
Central Production and Verification Services Branch  
393 University Ave. Suite 200  
Toronto, ON M5G 2M2**

**RE: Application for Supplementary Letters Patent under the *Corporations Act*  
(Ontario) – Consent to Use Corporate Name**

**Global Kingdom Ministries Inc.**, a not-for-profit corporation incorporated under the laws of the *Canada Not-for-profit Corporations Act*, bearing corporation number 443468-4, hereby consents to the use of “**Global Kingdom Ministries**” as part the corporate name of a corporation that is submitting an Application for Supplementary Letters Patent to the Ministry of Government and Consumer Services to change its name from Fred Mitchell Ministries Inc. to Global Kingdom Ministries Church Inc.

Global Kingdom Ministries Inc. undertakes to change its name imminently.

Signed in the City of Toronto,  
in the Province of Ontario, this 26th day of  
June, 2020.

**Global Kingdom Ministries Inc.**



Name: **Jeremy Anderson**

Title: **Secretary**

By: (I have authority to bind the corporation)





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**From:** Companies Filings <companiesfilings@ontario.ca>  
**Sent:** Tuesday, June 30, 2020 4:58 PM  
**To:** Lines, Brittney  
**Subject:** [\*\*EXT\*\*] Automatic reply: Fred Mitchell Ministries Inc. - Application for Supplementary Letters Patent [MTDMS-Legal.FID6794560]

Thank you for submitting your business and not-for-profit documents to ServiceOntario, Crental Production and Verification Services Branch.

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Toronto: 416-314-8880  
Toll-free: 1-800-361-3223  
TTY: 416-212-1476

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Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

This is Exhibit "GG" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**PLANNING ACT****CERTIFICATE OF OFFICIAL**

Under Subsection 53(42) of the *Planning Act*, I certify that the consent of the Committee of Adjustment, Scarborough Panel, of the City of Toronto, in The Province Of Ontario, was given on the 10<sup>th</sup> day of August, 2020, by Decision Number B0067/18SC to a consent to a conveyance to create the following parcel of land:

PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 and 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH).

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PART 4 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE **DOMINANT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR STORM SEWERS SERVICES.

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 5 AND 6 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE **DOMINANT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR WATER SUPPLY.

**SUBJECT TO AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 4, 5, 7 AND 8 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH) IN FAVOUR OF THE **DOMINANT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 1, 3, 9, 11 AND 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.

**TOGETHER WITH AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 3 AND 9 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), IN FAVOUR OF THE **DOMINANT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.

**TOGETHER WITH AN EASEMENT OVER THE SERVIENT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PART 9 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), IN FAVOUR OF THE **DOMINANT LANDS:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH), FOR SANITARY SERVICING.

**DATED** this 10<sup>th</sup> day of August, 2020



**Colin Ramdial**  
**Deputy Secretary-Treasurer**  
**City of Toronto, Committee of Adjustment**  
**Scarborough Panel**

This is Exhibit "HH" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

---

**From:** Kern Kalideen <kernkalideen@gmail.com>  
**Sent:** Wednesday, August 12, 2020 11:41 AM  
**To:** Blundell, Richard  
**Cc:** Jeremy Anderson; Tang, David  
**Subject:** Re: 1250 & 1256 Markham Road - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Richard,

We need to figure out the mortgage allocation between the two organizations. We know the entire SWAP will be allocated to Global Kingdom Ministries Church Inc and the OWMENCO will be allocated to Trinity Ravine Community Inc.

On Wed, Aug 12, 2020 at 11:12 AM Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)> wrote:

Jeremy,

I now have all of the information for the Transfer relating to the charities and have completed the Land Transfer Tax statements by inserting the charitable numbers of the Transferor and the Transferee and the use of the property. I have to assign a value for the assumption of the mortgages; I have taken the amounts provided by you and divided in two. One half of the value of the mortgages is shown as the amount assumed.

R

**RICHARD J. BLUNDELL**

Paraprofessional

**Miller Thomson LLP**

Services provided through Miltom Management LP

Scotia Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

**Direct Line:** +1 416.597.4353

**Fax:** +1 416.595.8695

**Email:** [rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)

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**From:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>  
**Sent:** Wednesday, August 12, 2020 11:02 AM  
**To:** Jeremy Anderson <[mr.jdanderson@gmail.com](mailto:mr.jdanderson@gmail.com)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Subject:** RE: 1250 & 1256 Markham Road - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Highly likely. We just can't see/touch it yet!

David

### **DAVID. C.K. TANG**

Providing services on behalf of a Professional Corporation

**Partner**

#### **Miller Thomson LLP**

Scotia Plaza  
 40 King Street West, Suite 5800  
 P.O. Box 1011  
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**Direct Line:** +1 416.597.6047  
**Fax:** +1 416.595.8695  
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**From:** Jeremy Anderson [<mailto:mr.jdanderson@gmail.com>]  
**Sent:** Wednesday, August 12, 2020 10:42 AM  
**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>  
**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>  
**Subject:** Re: FW: 1250 & 1256 Markham Road - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Thanks David. So confirming that name change is complete with the Govt of Ontario?



I got the all the signatures for the authorization and easement agreements yesterday afternoon. Will send those over shortly.

Thanks,

Jeremy

On Wed, Aug 12, 2020 at 10:30 AM Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)> wrote:

Hi Kern and Jeremy

Ah, the joys of being in COVID lockdown. See update on SLP/name change for FMM.

David

**DAVID. C.K. TANG**

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**Partner**

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**From:** Lines, Brittney

**Sent:** Wednesday, August 12, 2020 9:54 AM

**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>  
**Subject:** RE: [1250 & 1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Hi David and Richard,

The SLP hasn't come in yet. The Ministry said they're really backlogged with sending out the approved applications however they confirmed that the SLP has been approved and stamped effective July 2, 2020.

I obtained a document list from the ministry to confirm that the name has changed and shows the effective date.

Thanks,

Brittney

**BRITTNEY LINES**  
**Paraprofessional**

**Miller Thomson LLP**

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[millerthomson.com](http://millerthomson.com)



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**From:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Sent:** Tuesday, August 11, 2020 3:54 PM

**To:** Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>; Lines, Brittney <[blines@millerthomson.com](mailto:blines@millerthomson.com)>

**Subject:** RE: [1250 & 1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

See in red below. If you need something more for the description of purpose (i.e. like the actual objects, let me know, but I think that should be sufficient, no?

Also, I am now advised by Brittney that the name of Fred Mitchell Ministries Inc. has now been changed to "Global Kingdom Ministries Church Inc." and that the SLP are on their way. So can you amend the documents accordingly (if not already done)?

Brittney, can you send the SLP once you have them to Richard as well. I don't think he needs them, but that way we can check the name on the transfer against the SLP.

Thanks.

David

### **DAVID. C.K. TANG**

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**Partner**

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**From:** Blundell, Richard

**Sent:** Tuesday, August 11, 2020 2:02 PM

**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** FW: [1250](#) & [1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

David,

In order to qualify for the exemption for land transfer tax for the Transfer between charities, I must complete the following statements:

9159 This conveyance qualifies for an exemption from tax under Ontario Regulation 386/10 (Exemption - Charity Reorganization) in that:

9160 a) The transferor is either a qualifying corporation or a qualifying trust as defined by the Regulation, and was issued registered charity number NUMBER by the Minister of National Revenue, and held the land for the charitable purpose of DESCRIBE PURPOSE.

**COMMENT: I will require the charities number**

**842428955 RR 0001 and the use of the property. Advancement of Religion/Place of Worship**

9161 b) Land transfer tax was paid under the Act upon the prior transfer of the land to the transferor.

**COMMENT: This is correct.**

9162 c) The transferee is a qualifying corporation as defined by the Regulation, and was issued registered charity number NUMBER by the Minister of National Revenue, and will hold the land for the same charitable purpose of which it was held by the transferor, for at least one year after the date of the transfer.

**COMMENT: I will require the charities number 746524883 RR 0001 and confirmation of the use of the property Advancement of Religion/Place of Worship**

9163 d) The value of the consideration for the conveyance is nil, other than the assumption by the transferee of any encumbrance registered against the land at the time of the transfer.

**COMMENT: Jeremy, advised of the following:**

Our current balances on the loans are:

RBC SWAP - \$7,331,000

OWEMANCO - \$5,300,000

Should I be halving the total amount and showing the figure as the amount of mortgages assumed? This is what we would typically do. **Yes.**

R

**RICHARD J. BLUNDELL**

**Paraprofessional**

**Miller Thomson LLP**

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[millerthomson.com](http://millerthomson.com)



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**From:** Jeremy Anderson <[mr.jdanderson@gmail.com](mailto:mr.jdanderson@gmail.com)>

**Sent:** Friday, July 31, 2020 2:34 PM

**To:** Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** Re: [1250](#) & [1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Hi Richard

The current loan balances are as follows:

Our current balances on the loans are:

RBC SWAP - \$7,331,000

OWEMANCO - \$5,300,000

On Fri, Jul 31, 2020 at 2:26 PM Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)> wrote:

By end of next week would be great.

R

**RICHARD J. BLUNDELL**

Paraprofessional

**Miller Thomson LLP**

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[millerthomson.com](http://millerthomson.com)



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**From:** Jeremy Anderson <[mr.jdanderson@gmail.com](mailto:mr.jdanderson@gmail.com)>

**Sent:** Friday, July 31, 2020 2:25 PM

**To:** Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>

**Cc:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** Re: [1250 & 1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Hello Richard and David



Thanks for sending this over. When do you need these signed returned by?

Thanks,

Jeremy

On Fri, Jul 31, 2020 at 1:53 PM Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)> wrote:

Kern and Jeremy,

I am attaching the following documents:

1. Acknowledgment and Direction Transfer (this gives Miller Thomson the authority to register the Transfer, substantially in the forms attached; and

OUTSTANDING INFORMMATION: I require the charitable registration numbers for the Transferor and the Transferee. In addition, I will also require the amount of the mortgage that is to be assumed by the Transferee.

2. Easement Agreement;

OUTSTANDING INFORMMATION: I will require the telefax number and contact person for each of the Transferor and the Transferee. I will slip sheet the pages. This Agreement will be attached to the Transfer and registered on title.

Please execute each document in the space provided; please print your name and positions under your signature. Return to me via e-mail with the requested information.

R

**RICHARD J. BLUNDELL**

Paraprofessional

**Miller Thomson LLP**

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[Our COVID-19 preparedness and support commitment](#)**From:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>**Sent:** Thursday, July 30, 2020 11:21 PM**To:** Kern Kalideen <[kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)>; Jeremy Anderson ([mr.jdanderson@gmail.com](mailto:mr.jdanderson@gmail.com)) <[mr.jdanderson@gmail.com](mailto:mr.jdanderson@gmail.com)>**Cc:** Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>**Subject:** FW: [1250 & 1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Kern and Jeremy

We're imminent. I think we can even have Richard send you the documents for signature now, if you have all of the approvals needed from the Board and we can line that up for registration next week, if you are ready. Just before we do, let me explicitly check that your current lenders, who will have provisions in their mortgage documentation in all likelihood requiring you to notify and probably get their consent to any dealing with the land, are advised and have consented if needed?

Thanks.

David

**DAVID. C.K. TANG**

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**Partner****Miller Thomson LLP**

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**Direct Line:** +1 416.597.6047**Fax:** +1 416.595.8695**Email:** [dtang@millerthomson.com](mailto:dtang@millerthomson.com)[millerthomson.com](http://millerthomson.com)[View my web page](#)**Please consider the environment before printing this email.**[Our COVID-19 preparedness and support commitment](#)**From:** Tang, David**Sent:** Thursday, July 30, 2020 11:19 PM**To:** 'Brian Caradonna' <[Brian.Caradonna@toronto.ca](mailto:Brian.Caradonna@toronto.ca)>**Cc:** Colin Ramdial <[Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca)>; Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>**Subject:** RE: [1250](#) & [1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Thanks Brian.

Richard and I had called Lucia today to see if she was satisfied and she indicated that she wasn't going to review them unless you had specific questions because her view was the condition just requires it to be filed, but I will leave that to you to confirm (or not) with her.

I appreciate it. I just don't want the condition deadline to lapse.

Thanks.

David

**From:** Brian Caradonna [<mailto:Brian.Caradonna@toronto.ca>]  
**Sent:** Thursday, July 30, 2020 10:21 PM  
**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>  
**Cc:** Colin Ramdial <[Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca)>  
**Subject:** RE: [1250](#) & [1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Hello David,

Thank you for the documentation. I will follow up with Lucia to ensure that she is satisfied with the Surveyor's and Engineer's Certificates that you have provided for Conditions 5(a-c). All the other Conditions have been fulfilled.

Once I receive confirmation from Lucia, we will issue the Certificate.

Thank you,

**Brian Caradonna**

City Planning  
 Committee of Adjustment  
 Scarborough Civic Centre  
[150 Borough Drive, 3rd Floor](#)  
[Toronto, ON M1P 4N7](#)  
 T: 416-396-7014 | F: 416-396-7341  
 E: [brian.caradonna@toronto.ca](mailto:brian.caradonna@toronto.ca)




---

**From:** Tang, David [<mailto:dtang@millerthomson.com>]  
**Sent:** July 23, 2020 11:49 AM  
**To:** Brian Caradonna <[Brian.Caradonna@toronto.ca](mailto:Brian.Caradonna@toronto.ca)>; Colin Ramdial <[Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca)>; Lucia Stanciu <[Lucia.Stanciu@toronto.ca](mailto:Lucia.Stanciu@toronto.ca)>  
**Cc:** Blundell, Richard <[rblundell@millerthomson.com](mailto:rblundell@millerthomson.com)>  
**Subject:** [1250](#) & [1256 Markham Road](#) - Certificate for transfer - B0067/18SC [MTDMS-Legal.FID6794560]

Dear Colin, Brian and Lucia:

I hope you are well. Attached are the three certificates that I believe satisfy condition 5 with respect to this consent.

1. Solicitors Certificate (David Tang, L.L.B.)

2. Surveyors Certificate (Rudy Mak, O.L.S.)
3. Engineers Certificate (Steve Law, P. Eng.)

I have also attached the reciprocal easement agreement (in case you do want to review it, although that is not a condition).

Richard will forward the confirmation that all outstanding taxes have been paid, which is the last condition to clear. That may be tomorrow now. Conditions 2, 3 and 4 have already been cleared.

I also attach:

1. A draft Certificate of Official
2. The draft transfer of what was characterized at the time of the application as the Retained Parcel (the southern parcel on which the existing church building is located) to Fred Mitchell Ministries Inc. from the current owner, Global Kingdom Ministries Inc. for your review and for issuance of the subsection 53(42) Certificate. I do not know how often you see the switch-up of the Severed and Retained Parcels between provisional consent and the actual conveyance, so for your convenience I have reproduced the wording of subsection 50(6) of the Planning Act, which explicitly permits the whole of the Remaining/Retained Parcel to be conveyed pursuant to a consent, prior to the consent lapsing under subsection 53(43).

### **Conveyance of remaining part**

(6) Despite subsections (3) and (5), where land is the remaining part of a parcel of land, the other part or parts of which parcel have been the subject of a consent given under clause (3) (f) or (5) (f), the whole of the remaining part may be conveyed or otherwise dealt with before the other part or parts are conveyed or otherwise dealt with, provided that the remaining part is conveyed or otherwise dealt with before the consent mentioned above lapses under subsection 53 (43).

Finally, and somewhat confusingly, the corporation that the Southern Parcel (originally the Retained Parcel but now to be the Conveyed Parcel) is currently named Fred Mitchell Ministries Inc. It is in the process of getting its name changed to Global Kingdom Ministries Church Inc. Which is of course why the “flip” is happening. The actual church will actually remain the owner of the Southern Parcel. The current owner will also change its name so it is no longer called Global Kingdom Ministries (likely to Trinity Ravine Community Inc.) and will cease being a the church. I won’t bother to explain why, unless you want to know. Call me if you do. The result is that the transfer, when made, may be to the new name: “Global Kingdom Ministries Church

Inc.” because the name change may take effect early next week. Of course your Certificate won’t reference that so it shouldn’t make a difference, but I wanted you to know that.

Thank you. Please let me know if you have any questions.

David

### **DAVID. C.K. TANG**

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**From:** Brian Caradonna [<mailto:Brian.Caradonna@toronto.ca>]

**Sent:** Tuesday, March 31, 2020 2:21 PM

**To:** Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>; Colin Ramdial <[Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca)>

**Cc:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>

**Subject:** RE: [1250](#) & [1256 Markham Road](#) - Municipal Number Assignment - B0067/18SC [MTDMS-Legal.FID6794560]

Hello David,

Thank you for the attachment re: municipal numbering. This email confirms that Condition No. 2 on the Notice of Decision, dated Friday, May 10, 2019, is no longer required.



I can also confirm that under s. 7.1 of the Emergency Management and Civil Protection Act, limitation periods and procedural time periods set out in legislation have been suspended. This includes Committee of Adjustment timelines to appeal a decision and the lapsing of consents after one year. The suspension is retroactive to March 16, 2020 and will recommence when the City returns to normal operations.

Please feel free to contact us should you have any questions.

Regards,

---

**From:** Tang, David [<mailto:dtang@millerthomson.com>]  
**Sent:** March 31, 2020 11:44 AM  
**To:** Colin Ramdial <[Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca)>; [coa.sc](mailto:coa.sc@toronto.ca) <[coa.sc@toronto.ca](mailto:coa.sc@toronto.ca)>  
**Cc:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>  
**Subject:** FW: [1250](#) & [1256 Markham Road](#) - Municipal Number Assignment - B0067/18SC [MTDMS-Legal.FID6794560]

Dear Colin:

Thank you for speaking with me last week about clearing conditions for Consent file number B0067/18SC. The first of the conditions to be cleared, or rather waived, is the condition about municipal numbering.

Please see the attached letter from Mr. House on this matter?

As indicated, the real log jam here is getting the Reference Plan registered. That, we do hope will be done sometime during the first part of April.

Finally, can I confirm your advice that the City agrees with my position that Ontario Regulation 73/20, the Order made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, extend the one (1) year period in which the conditions have to be cleared as set out in both the provisional consent conditions and in subsection 53(41) for the duration of the emergency?

Thank you.

David

**DAVID. C.K. TANG**

Providing services on behalf of a Professional Corporation

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**From:** John House [<mailto:John.House@toronto.ca>]

**Sent:** Tuesday, March 31, 2020 10:26 AM

**To:** Qi, Ivy <[iqi@millerthomson.com](mailto:iqi@millerthomson.com)>; Brian Caradonna <[Brian.Caradonna@toronto.ca](mailto:Brian.Caradonna@toronto.ca)>

**Cc:** John Fligg <[John.Fligg@toronto.ca](mailto:John.Fligg@toronto.ca)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** [\*\*EXT\*\*] RE: [1250](#) & [1256 Markham Road](#) - Municipal Number Assignment

Dear Ms. Qi,

Attached is our letter waiving the municipal numbering requirement in connection with the Notice of Decision for the above noted property.

We will provide the clearance letter for condition 3 after receiving a deposited copy of the Reference Plan of survey.

Best regards,

**John House**

Supervisor, Surveys

Land & Property Surveys

Engineering Support Services

Engineering & Construction Services

City of Toronto

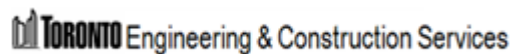
[18 Dyas Road](#), 4<sup>th</sup> Floor

Toronto, Ontario M3B 1V5

P: 416.392.8338

F: 416.392.0081

E: [John.House@toronto.ca](mailto:John.House@toronto.ca)



---

**From:** Qi, Ivy [<mailto:iqi@millerthomson.com>]

**Sent:** March-30-20 1:12 PM

**To:** John House <[John.House@toronto.ca](mailto:John.House@toronto.ca)>

**Cc:** Elizabeth Machynia <[Elizabeth.Machynia@toronto.ca](mailto:Elizabeth.Machynia@toronto.ca)>; John Fligg <[John.Fligg@toronto.ca](mailto:John.Fligg@toronto.ca)>; Tang, David <[dtang@millerthomson.com](mailto:dtang@millerthomson.com)>

**Subject:** [1250](#) & [1256 Markham Road](#) - Municipal Number Assignment

Dear Mr. House,

Further to David Tang's voice mail to you on March 27, I am writing to you regarding the municipal number assignment for the property located at [1250 & 1256 Markham Road](#). We are in the process of clearing the consent approval conditions for the subject property. As set out in Condition #2 on page 2 of the attached Notice of Decision, "municipal numbers for the subject lots indicated on the applicable Registered Plan of Survey shall be assigned to the satisfaction of the Manager of Land and Property Surveys, Engineering Services, Engineering and Construction Services." We believe that the municipal numbers have been assigned to the subject property. In this regard, can you please provide a confirmation so we can file same with the Committee of Adjustment to satisfy this condition?

In regard to Conditions #3, we are in the process of finalizing and registering the reference plan and will provide a copy of the registered reference plan as soon as we can.

We understand that you are away from the office until early April. We look forward to hear back from you upon your return to the office at your earliest opportunity.

Please let us know if you have any questions or concerns.

Thanks,

Ivy

.

#### **IVY QI**

**Land Use Planner**

#### **Miller Thomson LLP**

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Jeremy Anderson

Schedule a meeting with me here:

<https://calendly.com/jdanderson>

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Jeremy Anderson

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Jeremy Anderson

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This is Exhibit "II" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

## CREDIT AMENDING AND FORBEARANCE AGREEMENT

**THIS AGREEMENT (this “Agreement”)** is made as of this 15th day of June, 2021.

### AMONGST:

#### ROYAL BANK OF CANADA

(hereinafter referred to as the “**Lender**”)

- and -

#### TRINITY RAVINE COMMUNITY INC.

(hereinafter referred to as the “**Borrower**”)

- and -

#### GLOBAL KINGDOM MINISTRIES CHURCH INC.

(hereinafter referred to as the “**GKMC**” and,  
together with the Borrower, the “**Credit Parties**”)

### RECITALS:

**WHEREAS** the Borrower is indebted to the Lender with respect to certain credit facilities (the “**Credit Facilities**”) made available by the Lender to the Borrower, including, without limitation, those Credit Facilities made pursuant to and under the terms of:

(a) a credit agreement dated as of April 29, 2011, as amended by amending agreements dated as of March 27, 2013, August 15, 2013, January 27, 2015 and October 11, 2018 (as may have been further amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified to the date hereof, the “**April 2011 Credit Agreement**”); and

(b) a credit agreement dated as of August 15, 2013, as amended by amending agreements dated as of February 11, 2014 and January 27, 2015 (as may have been further amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified to the date hereof, the “**August 2013 Credit Agreement**”, and together with the April 2011 Credit Agreement, the “**Credit Agreements**”);

**AND WHEREAS**, to secure the Borrower’s obligations to the Lender, including, without limitation, those arising under the Credit Agreements, the Borrower has provided security in favour of the Lender, including, without limitation, the security set out in **Schedule “A”** hereto (collectively, the “**Security**”);

**AND WHEREAS** certain of the Credit Facilities are repayable on demand and certain events of default have occurred pursuant to the Credit Agreements including, without limitation: (a) the transfer of title to the real property municipally known as 1250 Markham Road in Scarborough, Ontario and legally described in PIN 06179-0140 (LT) and PIN 06179-0141 (LT) (the “**Real Property**”) by the Borrower to GKMC without the Lender’s consent; and (b) the failure of the Borrower to maintain certain financial covenants in accordance with the terms of the Credit Agreements (collectively, the “**Existing Defaults**”);

**AND WHEREAS** the Credit Parties have advised the Lender that they are currently pursuing the refinancing of certain properties;

**AND WHEREAS** the Credit Parties have requested and the Lender has agreed to forbear from taking certain actions under the Credit Agreements and the Security in connection with the defaults of the Borrower existing to the date hereof, all solely on the terms and conditions and subject to the limitations as specified in this Agreement, so that the Borrower has the opportunity to remain in business with a view to repaying the Lender in full at the end of the Forbearance Period (as defined herein);

**NOW THEREFORE** in consideration of the respective covenants of the parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, all terms defined in the Credit Agreements and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreements. All monetary amounts referred to in this Agreement shall refer to Canadian currency.

### **1.2 Gender and Number**

Words importing the singular include the plural and vice versa and words importing gender include all genders.

### **1.3 Severability**

Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

## **1.4 Headings**

The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **1.5 Entire Agreement**

Except for the Financing Agreements (as defined herein) and the additional documents provided for herein, this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, relating to the subject matter hereof. This Agreement may not be amended or modified except by written consent executed by all the parties. No provision of this Agreement will be deemed waived by any course of conduct unless such waiver is in writing and signed by all the parties, specifically stating that it is intended to modify this Agreement.

## **1.6 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law or principles of comity.

## **1.7 Attornment**

Each party hereto irrevocably attorns to the exclusive jurisdiction of the Superior Court of Justice of the Province of Ontario in the City of Toronto for all matters arising out of or in connection with this Agreement.

## **1.8 Conflicts**

If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Credit Agreements, the Security or any other agreement executed in connection therewith (collectively, the “**Financing Agreements**”), the provisions of this Agreement shall prevail to the extent of the inconsistency, but the foregoing shall not apply to limit or restrict in any way the rights and remedies of the Lender under the Financing Agreements or this Agreement other than as may be specifically contemplated herein.

# **ARTICLE 2 ACKNOWLEDGEMENT AND CONFIRMATION**

## **2.1 Acknowledgement of Obligations**

- (a) The Borrower hereby acknowledges, confirms and agrees that, as of June 14, 2021, the Borrower was indebted to the Lender in respect of advances made pursuant to the Financing Agreements in the following amounts in principal and interest, exclusive of amounts which are or become owing for the Lender’s uncanceled fees, costs, professional and legal fees, accruing interest at the rates set out in the

Financing Agreements, break-fees, obligations under certain interest swap facilities and any additional borrowings from June 15, 2021 (collectively, the “**Indebtedness**”):

<b>Facility</b>	<b>Amount</b>
Term Loan Facility 07512-77414621-202	\$5,485,000.00
Term Loan Facility 07512-77414621-203	\$1,514,000.00
Visa Facility 4516070005491180	\$1,951.70
Visa Facility 4516070005491248	\$470.75
Visa Facility 4516070010438051	\$50.00
Visa Facility 4516070013845864	\$3,660.81
LC P405073T07512	\$28,000.00
LC SLC7052552T	\$688,977.38
LC SLC7052563T	\$173,734.00
LC SLC7052566T	\$4,081.00
<b>TOTAL</b>	<b>\$7,899,925.64</b>

- (b) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Indebtedness, together with interest accrued and accruing thereon, and fees, costs, expenses and other charges now or hereafter properly payable by the Borrower to the Lender under the Financing Agreements, is unconditionally owing by the Borrower to the Lender, without any right of setoff, defence, counterclaim or reduction of any kind, nature or description whatsoever, and the Borrower is estopped from disputing such Indebtedness.
- (c) Each of the Credit Parties hereby acknowledges, confirms and agrees that the Credit Parties will continue to accept statements of the Indebtedness issued by the Lender to be accurate statements of the amount and the particulars of the Indebtedness as of the date of the statement, absent manifest error.

## **2.2 Acknowledgement of Security Interests**

Each of the Credit Parties hereby acknowledges, confirms and agrees that the Security, as applicable, has not been discharged, waived or varied, that it is binding upon the Credit Parties, as

applicable, and that it is enforceable in accordance with its written terms until the obligations of the Borrower to the Lender have been indefeasibly paid and satisfied in full.

### **2.3 Acknowledgement of Rights**

Each of the Credit Parties hereby acknowledges, confirms and agrees that the Lender is entitled to exercise its rights and remedies under the Financing Agreements, the *Personal Property Security Act* (Ontario) (the “PPSA”) and other applicable law.

### **2.4 Additional Acknowledgements**

Each of the Credit Parties hereby acknowledges, confirms and agrees that:

- (a) the facts set out in the recitals to this Agreement are true and accurate and form part of this Agreement;
- (b) except as amended by this Agreement, the Financing Agreements will remain in full force and effect, unamended, except as provided for by this Agreement;
- (c) except as provided for in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the the Security and pursue its remedies in respect of the obligations of the Credit Parties to the Lender, or that would stop it from doing so;
- (d) the Existing Defaults have not been caused by the Covid-19 pandemic; and
- (e) to the date hereof, the Lender has acted in good faith and in a commercially reasonable manner, and each of the Credit Parties is estopped from disputing same.

## **ARTICLE 3 CONDITIONS PRECEDENT**

### **3.1 Conditions Precedent to the Effectiveness of this Agreement**

Other than as provided by section 3.2 herein, the forbearance obligations of the Lender under this Agreement shall not be effective unless and until:

- (a) the Lender shall have received a copy of this Agreement, fully executed by each of the Credit Parties;
- (b) the Lender shall have received the Forbearance Fee (as defined herein); and
- (c) the Lender shall have received a subordination agreement among the Lender, the Borrower, GKMC and Limestone Capital Inc. in a form satisfactory to the Lender in its sole discretion (the “**Subordination Agreement**”).



### **3.2 No Conditions Precedent to the Effectiveness of the Subordination Agreement**

The Subordination Agreement shall be effective immediately upon its execution and delivery to the Lender.

## **ARTICLE 4 FORBEARANCE CONDITIONS**

### **4.1 Forbearance**

In reliance upon the acknowledgements, representations, warranties and covenants of the Credit Parties contained in this Agreement and subject to the terms and conditions of this Agreement, and any documents executed in connection herewith, the Lender agrees, subject to the terms hereof, to forbear from exercising its rights and remedies under the Financing Agreements, the PPSA and other applicable law, until the earlier of (collectively, the “**Forbearance Period**”):

- (a) July 23, 2021; and
- (b) the occurrence of an Intervening Event (as defined herein and pursuant to section 6.1 of this Agreement).

In consideration of the Lender entering into this Agreement, the Credit Parties shall pay the Lender a forbearance fee in the sum of \$13,000.00 (“**Forbearance Fee**”). Such Forbearance Fee shall be fully earned upon execution of this Agreement by the Credit Parties and it is in addition to any other fees, interest, costs and expenses payable in connection with the Financing Agreements. The Forbearance Fee shall be payable upon execution of this Agreement by the Credit Parties.

### **4.2 Expiration or Termination of the Forbearance Period**

Upon the expiration or termination of the Forbearance Period, the agreement of the Lender to forbear shall automatically and without further action terminate and be of no further force and effect, it being expressly agreed that the effect of such expiration or termination will be to permit the Lender to exercise its rights and remedies under the Financing Agreements, this Agreement, and any other agreement or documents executed in connection herewith immediately, including, without limitation: (i) the exercise of all remedies available pursuant to the Financing Agreements; (ii) the acceleration of all the obligations of the Borrower to the Lender without any further notice, passage of time or forbearance of any kind; (iii) the appointment of a private or court-appointed receiver under the Security; and (iv) the making of an application to a court of competent jurisdiction, in accordance with section 1.7 of this Agreement, to enforce any private or other remedies available to the Lender, or to seek the appointment by such court of a trustee in bankruptcy of any of the Credit Parties.

### **4.3 No Other Waivers; Reservation of Rights**

Subject to section 4.1 of this Agreement, the Lender reserves the right, in its sole and absolute discretion, to exercise any or all of its rights or remedies under any one or more of the Financing Agreements, the PPSA or other applicable law, and the Lender has not waived any such rights or remedies, and nothing in this Agreement and no delay on the part of the Lender in

exercising any such rights or remedies, shall be construed as a waiver of any such rights or remedies.

## **ARTICLE 5**

### **OBLIGATIONS OF THE CREDIT PARTIES DURING THE FORBEARANCE PERIOD**

#### **5.1 Credit Agreements**

The Lender shall make no further advances of credit to the Borrower under any of the Credit Facilities made available to the Borrower under the Credit Agreements.

During the Forbearance Period, each of the Credit Parties shall strictly adhere to all the terms, conditions and covenants of the Financing Agreements, including, without limitation, terms requiring prompt payment of principal, interest, fees and other amounts when due, except to the extent that such terms, conditions and covenants are otherwise specifically amended by this Agreement.

#### **5.2 Payment and Other Obligations**

Each of the Credit Parties hereby covenants and agrees with the Lender to either: (a) return the following original irrevocable standby letters of credit together with the beneficiary's signed letter addressed to the Lender requesting the cancellation of the same prior to the expiration or termination of the Forbearance Period; or (b) provide cash collateral in an amount satisfactory to the Lender prior to the expiration or termination of the Forbearance Period:

- (a) P405073T07512 in the principal amount of \$28,000.00;
- (b) SLC7052552T in the principal amount of \$688,977.38;
- (c) SLC7052563T in the principal amount of \$173,734.00; and
- (d) SLC7052566T in the principal amount of \$4,081.00.

#### **5.3 Operational Obligations**

For the duration of the Forbearance Period, each of the Credit Parties hereby covenants and agrees with the Lender as follows:

- (a) except as specifically provided for herein, each of the Credit Parties shall comply in all respects with all terms and provisions of the Financing Agreements and this Agreement and nothing herein derogates therefrom;
- (b) the Borrower shall be responsible for paying the fees and out of pocket expenses of the Lender and, if the Borrower fail to do so, the amount of such fees and expenses will be added to the Indebtedness;

- (c) none of the Credit Parties shall encumber, mortgage, hypothec, pledge or otherwise cause any form of lien or charge on any of their property or assets, including intangible and contingent assets, without the prior written consent of the Lender;
- (d) none of the Credit Parties shall, in any case, make any payment to any party if the financial position of any of the Credit Parties after making such payment would put any of the Credit Parties in a position of breach or default of its obligations under this Agreement or constitute an Intervening Event;
- (e) each of the Credit Parties shall keep current at all times all obligations that constitute priority obligations, meaning those obligations payable in priority to the obligations owed to the Lender (“**Priority Payables**”), including wages and remittances required to be made for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of HST, and the Credit Parties shall provide on a regular basis evidence of such payments satisfactory to the Lender;
- (f) each of the Credit Parties shall take all steps required to cure any deficiencies, if any, in the Security; and
- (g) unless otherwise agreed to herein, the Credit Parties shall not do any act or thing which may have the effect of defeating or delaying the enforcement of the Lender’s rights and remedies under the Security.

## ARTICLE 6 INTERVENING EVENTS

### 6.1 Intervening Events

Upon the happening of any one of the following events (each an “**Intervening Event**”), the Forbearance Period shall forthwith terminate:

- (a) any material representation, warranty or statement made by any of the Credit Parties in this Agreement or any other agreement with the Lender was untrue or incorrect when made or becomes untrue or incorrect, other than those material representations, warranties or statements made by the Credit Parties which are untrue or incorrect and of which the Lender is aware of at the time of execution of this Agreement;
- (b) any of the Credit Parties fails to perform or comply with any of its covenants or obligations contained in this Agreement, any of the Financing Agreements or in any other agreement or undertaking with the Lender;
- (c) any of the Credit Parties fails to maintain and keep current payments of Priority Payables, which may result in any claim ranking in priority or *pari passu* to the claim of the Lender;

- (d) the occurrence of any other event which, in the opinion of the Lender, acting reasonably, may materially and adversely impact the priority or enforceability of any of the Security or the realizable value of the collateral subject to such Security;
- (e) any of the Security ceases to constitute a first-ranking, valid and perfected security interest against all assets of the Borrower and the Real Property;
- (f) the loss, damage, destruction or confiscation of any of the Credit Parties' property or assets or any part thereof, unless upon such event, the Credit Parties pay to the Lender forthwith such amount as the Lender, in its sole and absolute discretion, determines is satisfactory;
- (g) any person takes possession of any property of any of the Credit Parties by way of or in contemplation of enforcement of security, or a distress or execution or similar process levied or enforced against any property of any of the Credit Parties;
- (h) any change of ownership, control or management of any of the Credit Parties, without the Lender's prior written consent;
- (i) in the Lender's sole opinion, a material adverse change occurs in the business, affairs, financial condition, operation or ownership of any of the Credit Parties arising for any reason whatsoever;
- (j) the Credit Parties fail to maintain insurance satisfactory to the Lender in respect of the Real Property; or
- (k) a creditor of either of the Credit Parties takes an enforcement step in respect of any the property of the Credit Parties.

## **ARTICLE 7**

### **GENERAL PROVISIONS**

#### **7.1 Effect of this Agreement**

Except as modified pursuant hereto, no other changes or modifications to the terms of the Financing Agreements are intended or implied and in all other respects, the terms of the Financing Agreements are confirmed.

#### **7.2 Further Assurances**

The parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Agreement, all at the sole expense of the Credit Parties.

#### **7.3 Binding Effect**

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and its respective successors and permitted assigns.

#### **7.4 Survival of Representations and Warranties**

All representations and warranties made in this Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Agreement and such other document delivered in connection herewith, and no investigation by the Lender or any closing shall affect the representations and warranties or the rights of the Lender to rely upon such representations and warranties.

#### **7.5 Confidentiality**

The Lender and its professional advisors shall be at liberty, in their sole discretion, to disclose any information obtained from the Credit Parties to any party or parties in order to recover amounts owed to the Lender by the Credit Parties.

#### **7.6 Release**

In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Parties, on their behalf and on behalf of their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge the Lender and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (the Lender and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any of the Credit Parties or any of their successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with, any of the Financing Agreements or transactions thereunder or related thereto.

#### **7.7 No Novation**

This Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the Credit Agreements or any of the Financing Agreements but the same shall remain in full force and effect save to the extent amended by this Agreement.

#### **7.8 Notice**

Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement will be conclusively deemed to have been received by such party on the day of the sending of the notice by prepaid private courier to such party at its, his or her address noted below or by email at its, his or her email address noted below.

Any party may change its, his or her address for service or address by notice given in the foregoing manner.

Notice to the Credit Parties shall be sent to:

1250 Markham Road  
Toronto, ON M1H 2Y9

Attention: Kern Kalideen  
Email: [kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)

Notice to the Lender shall be sent to:

Royal Bank of Canada  
Special Loans and Advisory Services  
20 King Street West, Second Floor  
Toronto, ON M5H 1C4

Attention: Stefanie Licursi  
Email: [stefanie.licursi@rbc.com](mailto:stefanie.licursi@rbc.com)

with a copy to:

Aird & Berlis LLP  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Attention: Steven L. Graff and Damian Lu  
Email: [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com) and [dlu@airdberlis.com](mailto:dlu@airdberlis.com)

## **7.9 Binding and Enforceable Agreement**

In order for this Agreement to be binding and enforceable, it shall be signed by each of the Credit Parties by no later than 11:00 a.m. (Toronto time) on June 16, 2021.

## **7.10 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or portable document format (“PDF”) form and the parties adopt any signatures received by emailed PDF as original signatures of the parties.

## **7.11 No Set Off, etc.**

Each of the Credit Parties reaffirms that the Financing Agreements remain in full force and effect as amended hereby and acknowledges and agrees that there is no defence, set off or



counterclaim of any kind, nature or description to its obligations arising under the Financing Agreements as a result of the execution of this Agreement or otherwise.

**7.12 Independent Legal Advice, etc.**

Each of the Credit Parties acknowledges and declares that: (a) it has had an adequate opportunity to read and consider this Agreement and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (b) it fully understands the nature and effect of this Agreement; and (c) this Agreement has been duly executed voluntarily.

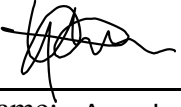
*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above mentioned.


**TRINITY RAVINE COMMUNITY INC.**

By: Kern Kalideen  
Name: Kern Kalideen  
Title: CEO

**GLOBAL KINGDOM MINISTRIES CHURCH INC.**

By:   
Name: Anne Lee  
Title: CFO/Treasurer

**ROYAL BANK OF CANADA**

By:   
Name: Stefanie Licursi  
Title: Senior Manager

**SCHEDULE “A”  
THE “SECURITY”**

1. General security agreement made by the Borrower in favour of the Lender, dated December 15, 2009.
2. Collateral mortgage in the amount of \$14,300,000 constituting a first fixed charge on the Real Property.
3. Cash collateral agreement assigning term deposits and/or guaranteed investment certificates in the amount of \$41,500.
4. Cash collateral agreement assigning term deposits and/or guaranteed investment certificates in the amount of \$28,000.



## **FORBEARANCE AMENDING AGREEMENT**

This Forbearance Amending Agreement (this “**Agreement**”) is made as of June 25, 2021 between Trinity Ravine Community Inc. (the “**Borrower**”), Global Kingdom Ministries Church Inc. (“**GKMC**” and, collectively with the Borrower, the “the “**Credit Parties**”) and Royal Bank of Canada (the “**Lender**”).

**AND WHEREAS** the Lender and the Credit Parties entered into a Forbearance Agreement dated June 15, 2021 (the “**Forbearance Agreement**”) pursuant to which the Lender agreed, among other things, to forbear from taking certain actions until the earlier of (collectively, the “**Forbearance Period**”): (i) July 23, 2021; and (ii) the occurrence of an Intervening Event (as defined in the Forbearance Agreement) in order to provide the Borrowers with an opportunity to indefeasibly repay the Lender in full;

**AND WHEREAS** the Credit Parties have requested, and the Lender has now agreed, subject to the terms and conditions hereof, to extend the Forbearance Period, to provide the Borrowers with additional time to indefeasibly repay the Lender in full;

**AND WHEREAS** all capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Forbearance Agreement.

**NOW WITNESS THAT**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Credit Parties and the Lender hereby agree as follows, effective as of the date hereof:

1. **Acknowledgments and Confirmations**

The Credit Parties hereby represent, warrant, acknowledge, confirm and agree that:

- (a) the facts set out in the recitals to this Agreement are true and accurate; and
- (b) except as amended hereby and by necessary implication, the remaining terms and conditions of the Forbearance Agreement remain in full force and effect and are unamended hereby.

2. **Forbearance Period**

The Forbearance Period set out in section 4.1 of the Forbearance Agreement is extended until the earlier of:

- (a) August 23, 2021; and
- (b) the occurrence of an Intervening Event which results in the Lender terminating the Forbearance Agreement.

3. **Conditions Precedent**

The Lender’s obligations under this Agreement shall not be effective unless and until the Lender shall have received the following from the Credit Parties:

- (a) payment of the accrued fees and expenses of the Lender's solicitors, Aird & Berlis LLP in the amount of \$17,265.98 as at June 18, 2021 by way of a debit to the bank account of the Borrower administered by the Lender and bearing account number 06202-1011980; and
- (b) a fully executed copy of this Agreement being delivered to the Lender by the Credit Parties before 3:00 p.m. on June 30, 2021.

4. **Miscellaneous**

- (a) This Agreement shall be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- (c) This Agreement may be executed in counterparts and delivered by facsimile transmission or PDF, each of which shall be deemed to be an original, and all of which when taken together, shall constitute one and the same Agreement. To the extent that this Agreement is executed by facsimile or PDF signature, the parties who are so executing shall forthwith deliver to the other parties manually executed copies thereof.

*[Signature page follows]*



**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above mentioned.

**TRINITY RAVINE COMMUNITY INC.**

By: Kern Kalideen

Name: Kern Kalideen

Title: CEO

**GLOBAL KINGDOM MINISTRIES CHURCH INC.**

By: 

Name: Anne Lee

Title: CFO/Treasurer

**ROYAL BANK OF CANADA**

By: 

Name: Stefanie Licursi

Title: Senior Manager

This is Exhibit "JJ" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# Verification Statement

562  
Cyberbahn Transaction ID: 23849806

Form  
1C

## Ontario: Financing Statement / Claim for Lien

	Reference File No.				Registration No.				Expiry Date					
	771633387				20210416150418625852				16		APR		2024	
	Cautious Filing	Page	Total Page	Motor Vehicle Schedule					PPSA/RSLA		Registration Period			
01		1	of 2						P		3			
Debtor	02	Individual Debtor		Date of Birth		First Given Name		Initial		Surname				
	03	Business Debtor		Name										
			GLOBAL KINGDOM MINISTRIES CHURCH INC.											
			Name cont'd										Ontario Corporation No.	
Debtor	04	Address				City				Prov.		Postal Code		
	1250 MARKHAM ROAD				TORONTO				ON		M1H 2Y9			
	05	Individual Debtor		Date of Birth		First Given Name		Initial		Surname				
	06	Business Debtor		Name										
Debtor			Name cont'd										Ontario Corporation No.	
	07	Address				City				Prov.		Postal Code		
Secured Party	08	Secured Party												
	OWEMANCO MORTGAGE HOLDING CORPORATION													
Secured Party	09	Address				City				Prov.		Postal Code		
	2950 KEELE STREET SUITE 201				TORONTO				ON		M3M 2H2			
Collateral	10	Section 1: Collateral Classification				Section 2: Vehicle Included		Section 3: Principal Amount Secured		Section 4:				
	Consumer Goods		Inventory	Equipment	Accounts	Other	Type 'X' if Motor Vehicle included			Date of Maturity		No Fixed Date of Maturity		
		X	X	X	X			\$ .00				X		
	11	Year	Make			Model			Vehicle Identification No.					
Collateral	12													
	General Collateral Description													
	13	NOTICE OF GENERAL ASSIGNMENT OF RENTS & GENERAL SECURITY AGREEMENT IN												
	14	CONNECTION WITH THE LANDS LEGALLY DESCRIBED AS PT LOT 32, RCP 10620,												
Agent	15	DESIGNATED AS PTS 2, 4, 5, 6, 7, 8 & 10, PLAN 66R31325, CITY OF												
	Registering Agent													
	16	BLACK, SUTHERLAND LLP												
Agent	17	Address				City				Prov.		Postal Code		
	130 ADELAIDE STREET WEST, SUITE 3425				TORONTO				ON		M5H 3P5			

# Verification Statement

## Ontario: Financing Statement / Claim for Lien

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	03	Business Debtor		Name									
				Name cont'd									
				Ontario Corporation No.									
04													
	Address		City			Prov.		Postal Code					
Debtor	05	Individual Debtor		Date of Birth		First Given Name			Initial	Surname			
	06	Business Debtor		Name									
				Name cont'd									
				Ontario Corporation No.									
07													
	Address		City			Prov.		Postal Code					
Secured Party	08	Secured Party											
	09			Address			City			Prov.		Postal Code	
Collateral	10	Section 1: Collateral Classification					Section 2: Vehicle Included		Section 3: Principal Amount Secured		Section 4:		
		Consumer Goods	Inventory	Equipment	Accounts	Other	Type 'X' if Motor Vehicle included	\$ .00		Date of Maturity		No Fixed Date of Maturity	
	11	Year	Make			Model			Vehicle Identification No.				
	12												
	13	General Collateral Description											
	14	TORONTO (FORMERLY CITY OF SCARBOROUGH)											
	15												
Agent	16	Registering Agent											
17			Address			City			Prov.		Postal Code		

**IMPORTANT INFORMATION**

Due to the manner in which registrations are handled by the PPSR system, your original 3C Verification Statement ('Original Verification Statement') produced by the PPSR Registrar may contain warnings or error messages generated by the Ministry of Government Services, Companies and Personal Property Security Branch. Your Cyberbahn verification statement will NOT contain these messages, and Cyberbahn strongly recommends, in all cases, that you review your Original Verification Statement to ensure that you are aware of any potential errors or warnings generated by the PPSA system. Cyberbahn is not responsible for system errors.

Should you have any questions, please do not hesitate to contact Cyberbahn.

This is Exhibit "KK" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



## REPORT FOR ACTION

### 1250-1256 Markham Road, Committee of Adjustment Application

**Date:** October 7, 2020

**To:** Chair and Committee Members of the Committee of Adjustment, Scarborough Panel

**From:** Director, Community Planning, Scarborough District

**Wards:** 20

**File Number:** A0191/20SC

**Hearing Date:** October 14, 2020

#### RECOMMENDATIONS

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Community Planning recommends, should the Committee approve the requested variances, that the following conditions be imposed:

1. Prior to the issuance of any building permits, the Owner shall enter into an amending registered site plan agreement under City file number 15 204840 ESC 38 SA, reflecting the dwelling unit increase from 565 units to 605 units, satisfactory to the City Solicitor in consultation with the Director, Community Planning, Scarborough District and the Chief Engineer & Executive Director of Engineering and Construction Services.
2. Prior to the issuance of any building permits, the Owner shall provide written confirmation from the Executive Director of the Housing Secretariat that necessary agreements have been executed to ensure the operation of 50% of all residential units, to a maximum of 303 of the 605 units proposed in Minor Variance Application A0191/20SC, as affordable rental units under the Open Door Affordable Rental Housing Program, to the satisfaction of the Director, Community Planning, Scarborough District.
3. Prior to the issuance of any building permits, the Owner shall provide written confirmation that any and all sewer and/or water service improvements necessary to support the proposed dwelling unit and gross floor area increases have been identified and secured to the satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services.



## SUMMARY

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Interior alterations are proposed to a tall building, multi-unit apartment residential project approved under site plan file no. 15 204840 ESC 38 SA, that will increase internal gross floor area and the number of residential units permitted.

### REQUESTED VARIANCE(S) TO THE ZONING BY-LAW:

1. Performance Standard 410.(d) of Former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended by Section 2 of Site Specific By-law 865-2019

The maximum permitted residential gross floor area is 47,000 square metres.  
The proposed total residential gross floor area is 49,200 square metres.

2. Performance Standard 724 of Former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended by Section 2 of Site Specific By-law 865-2019

The maximum permitted number of apartment dwelling units is 565.  
The proposed number of apartment dwelling units is 605.

## COMMENTS

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An application to rezone the north portion of the subject lands at 1250 Markham Road was submitted by Global Kingdom Ministries Inc. in 2015 under file number 15 204823 ESC 38 OZ to permit, in part, redevelopment of the parking lot area serving the place of worship located on the south portion of the site with two seniors 'life-lease' residential buildings of 29 and 31 storeys connected by a 4-storey podium and containing a total of 565 residential units. An application for Site Plan Control approval of the proposed development was also submitted under file number 15 204840 ESC 38 SA.

The rezoning and site plan applications were subsequently appealed to the Ontario Municipal Board ("OMB") by the owner in December 2017 due to the failure of the City to provide a decision on them pursuant to subsections 34(11) and 41(19) respectively of the *Planning Act*. (On April 3, 2018, the OMB was replaced by the Local Planning Appeal Tribunal, or "LPAT".)

On May 22, 2018, City Council considered a Request for Direction Report dated April 26, 2018 from the Director, Community Planning, Scarborough District in regard to the above appeals. Council authorized and directed the City Solicitor to attend the LPAT hearing in support of a settlement on the appeals. The decision record and above noted staff report in this regard can be viewed at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2018.SC30.4>

On August 17, 2018, LPAT issued its decision approving the proposed rezoning as now implemented through By-law No. 869-2019(LPAT). On September 27, 2018, LPAT issued a further decision approving the proposed site plan. These decisions can be viewed at the following links respectively:

<http://www.omb.gov.on.ca/e-decisions/mm170090-aug-17-2018.pdf>

<http://www.omb.gov.on.ca/e-decisions/mm170090-sep-27-2018.pdf>

Pursuant to the LPAT decisions noted above, City Planning issued Notice of Approval Conditions ("NOAC") for the site plan, a site plan agreement with the City was registered, and the final Statement of Approval issued on October 9, 17 and 25, 2018 respectively.

On May 19, 2019, Committee of Adjustment approved consent application B0067/18SC to sever the subject northern portion of the site from the remaining southern portion containing the place of worship. The new residential parcel is now known municipally as 1256 Markham Road.

On September 30, 2020, City Council considered Planning and Housing Committee recommendations on a report dated August 28, 2020 from the Executive Director, Housing Secretariat. Council authorized the Secretariat to enter a municipal housing facility agreement (or 'contribution agreement') to secure up to 303 affordable rental units in this development. Such units are now authorized to receive waivers under the City's Open Door program on planning application, building permit and parkland dedication fees. Council also enacted By-law No. 798-2020 providing development charge exemption for the 303 affordable rental units. These units will also receive exemption from taxation for municipal and school purposes for 50 years. The decision record and above noted staff report in this regard can be viewed at:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2020.PH16.9>

Global Kingdom Ministries is a 65 year old charitable corporation affiliated with the Pentecostal Assemblies of Canada, which operates a broad range of services for seniors in the Scarborough area. The proposed residential development will be operated under the name "Trinity Ravine Community".

When the subject property was rezoned in 2018 as noted above, this residential development was known as "Trinity Ravine Towers". At the time, the development was intended to house an aging marketplace seeking the option of 'life lease' unit tenure as opposed to usual rental or purchase alternatives. In May 2020, Global Kingdom Ministries then approached City's Housing Secretariat to discuss an alternate approach that would now include affordable rental homes. Subsequent discussions have led to the current proposal for up to 303 rental units to be created as affordable units for a minimum of 50 years with rents proposed at approximately 80% Average Market Rent.

As part of the above discussions, Global Kingdom Ministries has also proposed an increase of 40 apartment units, from 565 units currently permitted to 605 units. Larger penthouse units originally designed for both towers would be downsized to accommodate some additional units on those floors. The mezzanine level within the podium base building would also be expanded to fill in 'voids' currently designed above

the first floor to accommodate the remaining additional new units, thus necessitating an increase in permitted gross floor area. The subject minor variance application reflects the above unit increase and floor area expansion.

No further minor variances associated with the proposed unit increase are required, as all parking and resident amenity space requirements per unit will continue to be satisfied using available surpluses under the currently approved site plan. The increased unit count and additional gross floor area will also be accommodated within the same building height and massing otherwise permitted under current zoning and site plan approvals. The proposed dwelling unit and gross floor area increases would both occur internally within the building with no exterior alterations otherwise proposed that would necessitate revisions to the approved site plan drawings. As the currently registered site plan agreement specifically references the 565 dwelling units under current zoning permissions, however, preparation and registration of an amended agreement is required to properly reflect any approved increase to 605 dwelling units.

The development is designed to include numerous shared amenities and support services in the 4-storey podium including quiet reflection spaces, games rooms, a fitness area, a theatre room, a common dining room and multipurpose space for tenants to receive additional services and supports including mental health services, physiotherapy, and dentistry. These amenity spaces will be available to all tenants in the complex and designed to facilitate barrier-free access throughout. Retail space will also be developed at the site, fronting onto Markham Road, offering services catering to the large seniors population living in this community.

The proposed project is also designed to enable future tenants to age in place by providing barrier-free design exceeding Ontario Building Code minimum requirements, with approximately 45% of the overall 605 units (i.e. 272 units, distributed on every floor) sized to allow for wheelchair accessibility in the kitchens, bedrooms and bathrooms. Accessible unit features also include lever door handles and faucets, non-slip floor finishes, natural light with views to the exterior and balconies. All units will include durable flooring in the living spaces and the bathrooms, a high level of energy efficient design and specifications that include low-flow plumbing fixtures, LED lighting, programmable thermostats, timers where appropriate, and window coverings.

The HousingTO 2020-2030 Action Plan is focused on improving the lives of Toronto residents through increased access to safe, affordable, accessible and good quality homes. As outlined in the HousingTO 2020-2030 Action Plan, over the next decade the city will experience an unprecedented growth in the number of seniors 65 years of age and older. As such, providing a full range of housing options with support services for this growing and diverse group which, by 2030, will increase by 59% or some 700,000 seniors, is a key priority for the City.

While the need to increase the supply and condition of housing for seniors was already a priority pre-COVID-19, the pandemic has highlighted the acute vulnerability of this group. To-date, in Canada over 80% of fatalities resulting from the virus have been seniors in long-term care settings with lack of space to accommodate physical distancing. While systemic and structural changes in the way long-term care services are delivered are urgently needed, it is equally important that other non-institutional

options also be developed to help seniors age in place with supports. The new affordable rental housing for seniors proposed at 1250-1256 Markham Road will provide much-needed affordable housing options for seniors within a well-designed complex. The built-form combined with the range of support services onsite will enhance social connections and play an important role in healthy aging.

City Planning, consistent with the objectives of the Official Plan, strongly encourages new housing opportunities, reflective of the subject Global Kingdom Ministries' proposal before Committee of Adjustment, that will contribute to the City's target of approving 40,000 new affordable rental homes by 2030. Subject to the conditions being recommended in this report requiring sufficient agreements be in place to ensure the proposed affordable rental units are maintained as such under the Open Door Affordable Rental Housing Program, that the registered site plan agreement is amended to reflect the increased dwelling units, and that sufficient municipal services can be provided for the increased density, Community Planning have no concerns with the two minor variances being proposed through the subject application.

## **CONTACT**

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Rod Hines, Principal Planner  
Tel: 416 396-7020  
Email: Rod.Hines@toronto.ca

## **SIGNATURE**

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A large, stylized handwritten signature in black ink, appearing to read 'P. Zuliani', is written over a horizontal line.

Paul Zuliani, Director, Community Planning, Scarborough District.





Colin Ramdial  
Manager and Deputy Secretary-Treasurer

**Michael Mizzi**  
Director, Zoning and Secretary-Treasurer  
Committee of Adjustment  
City Planning Division

Committee of Adjustment  
Scarborough  
Scarborough Civic Centre  
150 Borough Drive  
Toronto, ON M1P 4N7

416-396-3223  
coa.sc@toronto.ca

Monday, October 19, 2020

## **NOTICE OF DECISION MINOR VARIANCE/PERMISSION (Section 45 of the Planning Act)**

**File Number:** A0191/20SC  
**Property Address:** 1250 MARKHAM RD to 1256 MARKHAM RD  
**Legal Description:** RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3  
**Agent:** MILLER THOMSON LLP  
**Owner(s):** PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE  
GLOBAL KINGDOM MINISTRIES  
**Zoning:** Industrial (M) and Commercial-Residential (CR) (ZZR)  
**Ward:** Scarborough-Guildwood (24)  
**Community:**  
**Heritage:** Not Applicable

Notice was given and a Public Hearing was held on Wednesday, October 14, 2020, as required by the Planning Act.

### **PURPOSE OF THE APPLICATION:**

To permit interior alterations to a site plan approved (File No. 15 204840 ESC 38 SA), tall building, multi-residential project by increasing additional floor area and adding to the total maximum number of residential units.

### **REQUESTED VARIANCE(S) TO THE ZONING BY-LAW:**

**1. Performance Standard 410.(d) of Former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District), as amended by Section 2 of Site Specific By-law 865-2019**

The maximum permitted residential gross floor area is 47,000 square metres.  
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The maximum permitted number of apartment dwelling units is 565.  
The proposed number of apartment dwelling units is 605.



The Committee of Adjustment considered the written submissions relating to the application made to the Committee before its decision and oral submissions relating to the application made at the hearing. In so doing, **IT WAS THE DECISION OF THE COMMITTEE OF ADJUSTMENT THAT:**

**The Minor Variance Application Approved on Condition.**

It is the decision of the Committee of Adjustment to authorize this variance application for the following reasons:

- The general intent and purpose of the Official Plan is maintained.
- The general intent and purpose of the Zoning By-law is maintained.
- The variances are considered desirable for the appropriate development of the land.
- In the opinion of the Committee, the variances are minor.

The Minor Variance Application is approved subject to the following conditions:






1. The Owner must submit a letter, signed and sealed by its Owner's municipal engineer consultant, to confirm that the proposed sanitary flow calculated based on the population generated by the 605 residential units is equal or less than the accepted sanitary flow calculated based on the population generated by the approved 565 residential units. If the sanitary flow is higher in addition to the letter an amendment to the FSR is required to demonstrate the that change in the sanitary flow will have no negative impact on the existing sewer system and confirm there are no improvements required to support the proposed change in the number of residential units for the development which is currently under construction to the satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services.
2. Prior to the issuance of any building permits, the Owner shall enter into an amending registered site plan agreement under City file number 15 204840 ESC 38 SA, reflecting the dwelling unit increase from 565 units to 605 units, satisfactory to the City Solicitor in consultation with the Director, Community Planning, Scarborough District and the Chief Engineer & Executive Director of Engineering and Construction Services.
3. Prior to the issuance of any building permits, the Owner shall provide written confirmation from the Executive Director of the Housing Secretariat that necessary agreements have been executed to ensure the operation of 50% of all residential units, to a maximum of 303 of the 605 units proposed in Minor Variance Application A0191/20SC, as affordable rental units under the Open Door Affordable Rental Housing Program, to the satisfaction of the Director, Community Planning, Scarborough District.

4. Prior to the issuance of any building permits, the Owner shall provide written confirmation that any and all sewer and/or water service improvements necessary to support the proposed dwelling unit and gross floor area increases have been identified and secured to the satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services.

**SIGNATURE PAGE**

**File Number:** A0191/20SC  
**Property Address:** 1250-1256 MARKHAM RD  
**Legal Description:** RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3  
**Agent:** MILLER THOMSON LLP  
**Owner(s):** PENTECOSTAL ASSEMBLIES OF CANADA THE TRUSTEE  
 GLOBAL KINGDOM MINISTRIES  
**Zoning:** Industrial (M) and Commercial-Residential (CR) (ZZR)  
**Ward:** Scarborough-Guildwood (24)  
**Community:** Not Applicable  
**Heritage:** Not Applicable

**Table 1, Panel Member Digital Signatures**

 <hr/> Amy Emm	 <hr/> Hena Kabir	 <hr/> Anne McCauley
 <hr/> Gary McKay	 <hr/> Muhammad Saeed	

DATE DECISION MAILED ON: Monday, October 19, 2020

LAST DATE OF APPEAL: Tuesday, November 3, 2020

CERTIFIED TRUE COPY



Colin Ramdial  
 Manager and Deputy Secretary-Treasurer

## Appeal Information

All appeals must be filed by email with the Deputy Secretary-Treasurer, Committee of Adjustment to [coa.sc@toronto.ca](mailto:coa.sc@toronto.ca) and [Colin.Ramdial@toronto.ca](mailto:Colin.Ramdial@toronto.ca) by the last date of appeal as shown on the signature page.

Your appeal to the **Toronto Local Appeal Body (TLAB)** should be submitted in accordance with the instructions below unless there is a related appeal\* to the Local Planning Appeal Tribunal (LPAT) for the same matter.

### **TORONTO LOCAL APPEAL BODY (TLAB) APPEAL INSTRUCTIONS**

To appeal this decision to the TLAB you need the following:

- A completed TLAB Notice of Appeal (Form 1).
- \$300 for each appeal filed regardless if related and submitted by the same appellant.
- Fees are payable to the **City of Toronto**. Once your appeal has been received by e-mail by the Deputy Secretary –Treasurer you will receive payment instructions.
- Due to the Covid-19 Emergency please contact the Deputy Secretary-Treasurer to make arrangements in submitting the appeal.

To obtain a copy of the Notice of Appeal Form (Form 1) and other information about the appeal process please visit the TLAB website at [www.toronto.ca/tlab](http://www.toronto.ca/tlab).

### **LOCAL PLANNING APPEAL TRIBUNAL (LPAT) INSTRUCTIONS**

To appeal this decision to the LPAT you need the following:

- A completed LPAT Appellant Form (A1) in digital format on a USB stick and in paper format.
- \$400 with an additional reduced fee of \$25 for each connected appeal filed by the same appellant.
- Fees are payable to the Minister of Finance by certified cheque or money order (Canadian funds).
- Due to the Covid-19 Emergency please contact the Deputy Secretary-Treasurer to make arrangements in submitting the appeal.

To obtain a copy of Appellant Form (A1) and other information about the appeal process please visit the Environmental & Lands Tribunals Ontario (ELTO) website at <http://elto.gov.on.ca/tribunals/lpat/forms/>.

\*A **related appeal** is another planning application appeal affecting the same property. To learn if there is a related appeal, search community planning applications status in the Application Information Centre and contact the assigned planner if necessary. If there is a related appeal, your appeal to the **Local Planning Appeal Tribunal (LPAT)** should be submitted in accordance with the instructions above.

This is Exhibit "LL" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**CCDC 5B**

# Construction Management Contract – for Services and Construction

# 2010

Global Kingdom Ministries - Life Lease Phase 1

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 5B - 2010 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE



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**APPENDIX STIPULATED PRICE OPTION**

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER  
– FOR SERVICES AND CONSTRUCTION**

This agreement made on the 4 day of December in the year 2014  
by and between

Global Kingdom Ministries Inc.

hereinafter called the “*Owner*”  
and

Maple Reinders Constructors Ltd.

hereinafter called the “*Construction Manager*”

The *Owner* and *Construction Manager* agree as follows:

**ARTICLE A-1 THE SERVICES AND THE WORK**

The *Construction Manager* shall

- 1.1 perform the *Services* and the *Work* for

Global Kingdom Ministries - Life Lease Phase 1

*insert above the title of the Project*

located at

1250 Markham Road, Scarborough, ON M1H 2Y9

*insert above the Place of the Work*

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

Reinders + Rieder Ltd.

*insert above the name of the Consultant*

is acting as and is hereinafter called the “*Consultant*”, and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Services* and the *Work* by the 4 day of December in the year 2014 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The *Construction Manager*’s obligation to provide *Services* shall end no later than one year after the date of *Substantial Performance of the Work*.

**ARTICLE A-2 AGREEMENTS AND AMENDMENTS**

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.
- 2.2 This *Contract* may be amended only as provided in the *Contract Documents*.

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**ARTICLE A-3 DESCRIPTION OF THE PROJECT**

- 3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*), and any other information which further generally describes the nature of the *Project* and the *Work*:

21 storey adult life-style building consisting of 205 suites in varying sizes, plus 1 level of amenity space. Building will consist of a cast-place structure with window wall and pre-cast exterior. Project will include two (2) levels of underground parking totalling 224 spots with provisions for future towers. Total approximate construction budget is 53,000,000 dollars. Construction of a separate elevated parking structure for 500 cars with an approximate construction budget of 11,000,000 dollars.

#### ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – STIPULATED PRICE OPTION
- the Definitions
- the General Conditions
- the *Construction Documents*

\*

Appendix 1: Letter of Intent dated November 17, 2014.

Appendix 2: Maple Reinders Construction Management proposal dated October 31, 2014 submitted to Global Kingdom Ministries.

Appendix 3: Maple Reinders Fee Proposal, Section 8, revised June 8, 2015.

Appendix 4: Supplementary Conditions dated May 19, 2015.

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

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# ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.

5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:

- ☐ ~~1. A fixed amount of \_\_\_\_\_; and~~
- ☒ 2. A percentage amount of two decimal seventy five percent ( 2.75 %) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
- ☒ 3. An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

\* *Strike out inapplicable paragraph(s).*

5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:

- ☒ 1. A percentage fee of two decimal seventy five percent ( 2.75 %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
- ☒ 2. ~~A fixed fee of \_\_\_\_\_, earned as follows:~~

☒ *Delete inapplicable paragraph.*

5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.

5.5 All amounts are in Canadian funds.

# ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedule A2 to the Agreement plus the administrative charge of two decimal seventy-five percent ( 2.75 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.

6.2 The *Owner* may by written request require the *Construction Manager* to:

- 1. provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and
- 2. inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.

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## ARTICLE A-7 COST OF THE WORK

7.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:

- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
  - (1) stationed at the *Place of the Work*, in whatever capacity employed;
  - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
  - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
  - (4) engaged in the processing of changes in the *Work*.
- .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
- .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
- .4 all *Products* including cost of transportation thereof;
- .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
- .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
- .7 the *Construction Manager's* field office;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
- .9 the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers* and the unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier's* default, insolvency or abandonment; termination of any *Subcontractor's* or *Supplier's* right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor's* or *Supplier's* contract due to default by the *Subcontractor* or *Supplier*;
- .10 quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .13 premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
- .14 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
- .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
- .16 removal and disposal of waste products and debris;
- .17 the cost of safety measures and requirements;
- .18 legal costs, incurred by the *Construction Manager* in relation to the performance of the *Work* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Work* is performed in accordance with this *Contract*;
- .19 the cost of financing the *Work* in accordance with the method determined by the parties and identified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT;



- .20 the cost of auditing when requested by the *Owner*;
- .21 the cost of project-specific information technology and usage in accordance with the method determined by the parties in writing;
- .22 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
- .23 other costs incurred in the performance of the *Work* as listed below:

- 7.2 The *Cost of the Work* excludes *Value Added Taxes* and shall be at rates prevailing in the locality of the *Place of the Work*, except with the prior consent of the *Owner*.
- 7.3 Any costs incurred by the *Construction Manager* due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* attention to the *Work* shall be borne by the *Construction Manager*.
- 7.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, or where the *Owner* pays the costs of financing the *Work*, in which case the cash discounts shall accrue to the *Owner*.
- 7.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner*, and the *Construction Manager* shall make provisions so that they can be secured.
- 7.6 The *Owner* may by written request require the *Construction Manager* to:
  - .1 provide prior to commencement of the *Work* an estimate of the total *Cost of the Work* for evaluation and verification purposes; and
  - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Cost of the Work*.

#### ARTICLE A-8 OPTIONS

- 8.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraph 8.2, 8.3 or 8.4 at the time of signing of this *Contract* or any time during the term of the *Contract*. Any agreement to exercise any of the following options after the signing of this *Contract* shall be recorded by a *Change Order*.

#### 8.2 GUARANTEED MAXIMUM PRICE (GMP) OPTION

The sum of the *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_),  
 To be determined if/as applicable \_\_\_\_\_  
 subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE. Any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

#### 8.3 GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION

The *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_),  
 To be determined if/as applicable \_\_\_\_\_  
 subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

At the conclusion of the *Project*,

- .1 any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.
- .2 if the sum of the *Price of the Services* and the *Price of the Work* is less than this *Guaranteed Maximum Price*, the difference will be disbursed as follows:
  - (1) retained by the *Owner*: TBD %
  - (2) paid to the *Construction Manager*: TBD %

#### 8.4 STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to change this *Contract* to a stipulated price contract, in accordance with the amendments as provided in the Appendix – STIPULATED PRICE OPTION.

#### ARTICLE A-9 PAYMENT

- 9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:
  - .1 payments on account of the *Construction Manager's Fee* for the *Services* earned as described in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such *Value Added Taxes* as may be applicable to such payments, and
  - .2 payments on account of the reimbursable expenses for the *Services* earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such *Value Added Taxes* as may be applicable to such payments,
  - .3 payments on account of the *Price of the Work* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
  - .4 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
  - .5 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services*, the reimbursable expenses for the *Services*, and the *Price of the Work* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 9.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Construction Manager* in accordance with the provisions of GC 11.1 – INSURANCE.
- 9.3 Interest
  - .1 Should either party fail to make payments as they become due under the terms of this *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
    - (1) 2% per annum above the prime rate for the first 60 days.
    - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 9.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

# ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 10.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 10.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 10.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 10.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 10.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

## Owner

Global Kingdom Ministries Inc.

*name of Owner\**

1250 Markham Road, Scarborough, ON M1H 2Y9

*address*

(416) 428-0047

*facsimile number*

kernkalideen@gmail.com (Kern Kalideen)

*email address*

## Construction Manager

Maple Reinders Constructors Ltd.

*name of Construction Manager\**

260 Holiday Inn Drive, Suite 24, Cambridge, ON N3C 4E8

*address*

(519) 220-0529

*facsimile number*

keithz@maple.ca (Keith Zorn)

*email address*

## Consultant

Reinders + Rieder Ltd.

*name of Consultant\**

57 Mill Street North, Suite 201 Brampton, ON L6X 1S9

*address*

(905) 457-8852

*facsimile number*

glenr@reinders.ca (Glenn Reinders)

*email address*

\* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

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**ARTICLE A-11 LANGUAGE OF THE CONTRACT**

11.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.

#Complete this statement by striking out inapplicable term.

11.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.


**ARTICLE A-12 SUCCESSION**

12.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by their respective hands or the hands of their duly authorized representatives.

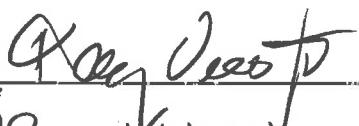
SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

  
signature  
Tom Lodu  
name of person signing

\_\_\_\_\_  
signature  
\_\_\_\_\_  
name of person signing

**WITNESS**

  
signature  
Ray Veinstor  
name of person signing

\_\_\_\_\_  
signature  
\_\_\_\_\_  
name of person signing

**OWNER**

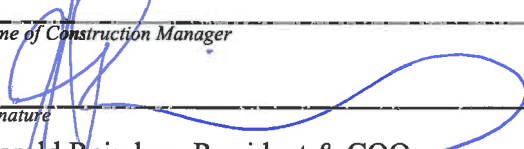
Global Kingdom Ministries Inc.

\_\_\_\_\_  
name of Owner  
  
signature  
Kern Kalideen - Executive Pastor  
name and title of person signing

\_\_\_\_\_  
signature  
\_\_\_\_\_  
name and title of person signing

**CONSTRUCTION MANAGER**

Maple Reinders Constructors Ltd.

\_\_\_\_\_  
name of Construction Manager  
  
signature  
Harold Reinders, President & COO  
name and title of person signing

\_\_\_\_\_  
signature  
Keith Zorn, Cambridge Division Manager  
name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Construction Manager requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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## SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<b>1. PRECONSTRUCTION</b>  (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
<b>1.1 General Services</b> <b>.1</b> Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> . <b>.2</b> Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.	<input type="checkbox"/> <input type="checkbox"/>	F3 F3	<input type="checkbox"/> <input type="checkbox"/>
<b>1.2 Predesign</b> <b>.1 Estimating:</b> (1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> . (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. <b>.2 Scheduling:</b> Prepare a preliminary overall <i>Project</i> schedule.	<input type="checkbox"/>  <input type="checkbox"/>	F3  F3	<input type="checkbox"/>  <input type="checkbox"/>
<b>1.3 Schematic Design Phase</b> <b>.1 Constructability:</b> Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies. <b>.2 Estimating:</b> (1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action. <b>.3 Scheduling:</b> Prepare, in consultation with the <i>Consultant</i> and the <i>Owner</i> , a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of <i>Substantial Performance of the Work</i> . <b>.4 Other Services:</b> Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Work</i> .	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>	F3  F3  F3  F3	<input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>
<b>1.4 Design Development Phase</b> <b>.1 Constructability:</b> (1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. (2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages and <i>Work</i> to be performed by the <i>Construction Manager's</i> own forces to help facilitate the subsequent bidding and awarding of <i>Subcontractor</i> and <i>Supplier</i> contracts. (3) Review the <i>Specifications</i> and <i>Drawings</i> and, at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Subcontractors</i> . <b>.2 Estimating and Cost Control:</b> (1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase. (2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action. (3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i> .	<input type="checkbox"/>    <input type="checkbox"/>	F3    F3	<input type="checkbox"/>    <input type="checkbox"/>







# **SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1**

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager's Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 – CONSTRUCTION MANAGER'S FEE.

	Costs Included in the Construction Manager's Fee (A-5.2)	Reimbursable Expenses (A-6)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Work</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of <i>Contract Documents</i> incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
5. The costs to the <i>Construction Manager</i> that result from any <i>Subcontractor's</i> insolvency or failure to perform.		<input checked="" type="checkbox"/>
6. Charges levied by authorities having jurisdiction at the <i>Place of the Work</i> .		<input checked="" type="checkbox"/>
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		<input checked="" type="checkbox"/>
8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		<input checked="" type="checkbox"/>
9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		<input checked="" type="checkbox"/>
10. The costs incurred due to emergencies affecting the safety of persons or property.		<input checked="" type="checkbox"/>
11. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows:		<input checked="" type="checkbox"/>

**SCHEDULE B – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER**

<b>Personnel employed by the <i>Construction Manager</i> in the performance of the <i>Services</i> and <i>Work</i>.</b>	<b>Unit</b>	<b>Rate</b>
Project Manager	hr	\$95.00
Assistant Project Manager	hr	\$85.00
Chief Estimator	hr	\$95.00
Estimator	hr	\$85.00
Project Clerical	hr	\$50.00
Site Superintendent	hr	\$95.00
Assistant Superintendent	hr	\$85.00
Skilled Labour	hr	\$65.00
Carpenter	hr	\$67.00
Foreman	hr	\$70.00
Safety Officer	hr	\$85.00
Project Director (included in fee)	hr	\$0.00
General Superintendent (included in fee)	hr	\$0.00

## DEFINITIONS

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

### Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

### Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

### Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

### Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

### Change Order

A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;
- the method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- the options described in Article A-8 of the Agreement – OPTIONS.

### Construction Cost

*Construction Cost* means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

### Construction Cost Estimate

*Construction Cost Estimate* is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

**Construction Documents**

The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

**Construction Equipment**

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

**Construction Manager**

The *Construction Manager* is the person or entity identified as such in the Agreement.

**Construction Manager's Fee**

The *Construction Manager's Fee* is the *Construction Manager's* fee for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

**Consultant**

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

**Contract**

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

**Contract Documents**

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

**Contract Time**

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

**Cost of the Work**

The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes*.

**Drawings**

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

**Guaranteed Maximum Price**

The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

**Notice in Writing**

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

**Owner**

The *Owner* is the person or entity identified as such in the Agreement.

**Place of the Work**

The *Place of the Work* is the designated site or location of the *Work* identified in the Agreement.

**Price of the Services**

The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

**Price of the Work**

The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work*.

**Product**

*Product* means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

**Services**

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Construction Manager* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Price of the Work* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

**Work**

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *Services*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.



**GENERAL CONDITIONS****PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
  - .2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee or other person performing any of the *Work*.
- 1.1.3 The components of the *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.6 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be:
    - the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
    - the Definitions,
    - Supplementary Conditions, if any
    - the General Conditions,
    - the *Construction Documents*
      - Division 1 of the *Specifications*,
      - technical *Specifications*,
      - material and finishing schedules,
      - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.7 The *Owner* shall provide the *Construction Manager*, without charge, sufficient copies of the *Construction Documents* to perform the *Work*.
- 1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to this *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.9 Models furnished by the *Construction Manager* at the *Owner's* expense are the property of the *Owner*.

**GC 1.2 LAW OF THE CONTRACT**

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

**GC 1.3 RIGHTS AND REMEDIES**

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Construction Manager* shall constitute a waiver of any right or duty afforded either of the parties to this *Contract*, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

#### GC 1.5 PERFORMANCE OF THE SERVICES

- 1.5.1 Architectural or engineering aspects of the *Project* shall not be the responsibility of the *Construction Manager*. In providing *Services*, the *Construction Manager* assumes no responsibility for the performance of the *Consultant* nor offers any professional design advice.
- 1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

#### GC 1.6 PROJECT REPRESENTATIVES

- 1.6.1 The *Owner*, *Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

### PART 2 ADMINISTRATION OF THE CONTRACT

#### GC 2.1 OWNER'S RESPONSIBILITIES

- 2.1.1 The *Owner* shall:
- .1 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services* and the *Work*;
  - .2 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services* and the *Work*;
  - .3 furnish promptly to the *Construction Manager* all information that is available or requested by the *Construction Manager* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information;
  - .4 designate in writing a representative who shall be fully acquainted with the *Work*; and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*;
  - .5 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;
  - .6 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;
  - .7 inform the *Consultant* of the scope and terms of the *Services* and the *Work*;
  - .8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Project* or any non-conformity with the requirements of the *Contract*; and
  - .9 coordinate and facilitate the *Services* of the *Construction Manager* and the *Consultant's* services.

#### GC 2.2 AUTHORITY OF THE CONSULTANT

- 2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- 2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* may be modified or extended only with the written consent of the *Construction Manager* following consultation with the *Consultant*.
- 2.2.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Consultant*.

**GC 2.3 CONSULTANT'S RESPONSIBILITIES**

- 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.
- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Price of the Work* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in *Price of the Work*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE.
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

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- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

#### GC 2.4 REVIEW AND INSPECTION OF THE WORK

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

#### GC 2.5 DEFECTIVE WORK

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

### PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK

#### GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Construction Manager* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Construction Manager* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work*;
  - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
  - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
  - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Construction Manager* as it affects the *Work*; and
  - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Construction Manager* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
  - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
  - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Construction Manager* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Construction Manager* and other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Construction Manager* shall be deemed to have consented to arbitration of any dispute with any contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

### GC 3.3 TEMPORARY WORK

- 3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

#### GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

- 3.4.1 The *Construction Manager* shall review the *Drawings, Specifications* and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Drawings, Specifications* and material and finish schedules, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.
- 3.4.2 The review of *Drawings, Specifications* and material and finish schedules under paragraph 3.4.1 shall be to the best of the *Construction Manager's* knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

#### GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Construction Manager* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time*;
  - .2 monitor the progress of the *Work* relative to the construction schedule and update the construction schedule on a monthly basis or as stipulated by the *Contract Documents*; and
  - .3 advise the *Consultant* of any revisions required to the construction schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES.

#### GC 3.6 SUPERVISION

- 3.6.1 The *Construction Manager* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.
- 3.6.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

#### GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors, Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.
- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.



**GC 3.8 LABOUR AND PRODUCTS**

- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

**GC 3.9 DOCUMENTS AT THE SITE**

- 3.9.1 The *Construction Manager* shall keep one copy of current *Construction Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

**GC 3.10 SHOP DRAWINGS**

- 3.10.1 The *Construction Manager* shall provide *Shop Drawings* as required in the *Construction Documents*.
- 3.10.2 The *Construction Manager* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Construction Manager* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Construction Manager* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Construction Manager* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Construction Manager* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Construction Manager* for approval.
- 3.10.8 The *Construction Manager* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Construction Manager* represents by this review that:
- .1 the *Construction Manager* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Construction Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Construction Manager* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Construction Documents*.
- 3.10.11 The *Construction Manager* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Construction Documents*, unless otherwise directed by the *Consultant*. The *Construction Manager* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

**GC 3.11 USE OF THE WORK**

- 3.11.1 The *Construction Manager* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Construction Manager* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

### GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Construction Manager* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Construction Manager* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for poorly timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

### GC 3.13 CLEANUP

- 3.13.1 The *Construction Manager* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Construction Manager* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Construction Manager* shall remove any remaining products, tools, *Construction Equipment*, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees.

## PART 4 ALLOWANCE

### GC 4.1 CASH ALLOWANCES

- 4.1.1 Cash allowances may be stated in this *Contract* if the *Guaranteed Maximum Price* is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS.
- 4.1.2 The *Price of the Work* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance specified in this *Contract*, the *Construction Manager’s Fee* for the *Work* and the *Guaranteed Maximum Price* shall be adjusted by *Change Order* to compensate the *Construction Manager* for any excess incurred and substantiated. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager’s* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Construction Manager’s* overhead and profit in connection with such cash allowances is eligible to be included in progress payments on account of the *Construction Manager’s Fee* for the *Work*.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments on account of the *Cost of the Work*.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

## PART 5 PAYMENT

### GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Construction Manager Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

### GC 5.2 ACCOUNTING AND AUDIT

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.
- 5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work*, and for this purpose the *Construction Manager* shall preserve all such records.

### GC 5.3 PROGRESS PAYMENT FOR THE SERVICES

- 5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the *Services* submitted by the *Construction Manager*.
- 5.3.2 The application for payment for the reimbursable expenses for the *Services* shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the *Owner* in accordance with the *Contract Documents*.

### GC 5.4 PROGRESS PAYMENT FOR THE WORK

- 5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.
- 5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.4.3 The amount applied for shall be the cost of the *Work* performed and *Products* delivered to the *Place of the Work* or other locations designated by the *Owner* in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.
- 5.4.4 The application for payment for the *Work* shall include items of cost as defined in Article A-7 of the Agreement – COST OF THE WORK and other support documents required by the *Owner* as in accordance with the *Contract Documents*.
- 5.4.5 When submitting the second and succeeding applications for payment, the *Construction Manager* shall furnish receipted vouchers or other satisfactory evidence of payment for all items included in the preceding applications. If the *Owner* has reasonable grounds for believing that any amount included in preceding applications has not been paid the *Owner* may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is given by the *Construction Manager*.
- 5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

- 5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:
- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
  - .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
  - .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
    - receipt by the *Consultant* of the application for payment, or
    - the last day of the monthly payment period for which the application for payment is made.

#### GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 When the *Construction Manager* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Construction Manager* shall, within 1 *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract*.
- 5.5.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager's* list and application:
- .1 advise the *Construction Manager* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Construction Manager*.
- 5.5.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work* or a designated portion of the *Work*, the *Construction Manager*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

#### GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.6.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:
- .1 submit an application for payment of the holdback amount,
  - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.6.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Construction Manager*.
- 5.6.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.6.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.

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## GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

- 5.7.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.2 In the Province of Quebec, where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Construction Manager* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

## GC 5.8 FINAL PAYMENT FOR THE WORK

- 5.8.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment.
- 5.8.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment, review the *Work* to verify the validity of the application and advise the *Construction Manager* in writing that the application is valid or give reasons why it is not valid.
- 5.8.3 When the *Consultant* finds the *Construction Manager's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.8.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Construction Manager* as provided in Article A-9 of the Agreement – PAYMENT.

## GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK

- 5.9.1 If because of climatic or other conditions reasonably beyond the control of the *Construction Manager*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

## GC 5.10 NON-CONFORMING WORK

- 5.10.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

## PART 6 CHANGES

### GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

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- 6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.
- 6.1.3 The *Owner* and the *Construction Manager*, without invalidating the *Contract*, may agree to make changes to the *Services*.

## GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Construction Manager's Fee*, a method of adjustment or an amount of adjustment for the *Guaranteed Maximum Price*, and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 When the *Owner* and *Construction Manager* agree to exercise the stipulated price option at any time during the term of the *Contract*, such agreement shall be recorded in a *Change Order*.

## GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 If no method of adjustment is agreed:
  - .1 the adjustment in the *Construction Manager's Fee* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*; and
  - .2 the *Guaranteed Maximum Price* shall be adjusted by the changes in the *Cost of Work* and in the *Construction Manager's Fee* for the *Work* resulting from a *Change Directive*.
- 6.3.6 Pending determination of the adjustment to the *Construction Manager's Fee* required as a result of a *Change Directive*, the *Cost of the Work* incurred and the undisputed amount of the *Construction Manager's Fee* as the result of a *Change Directive* is eligible to be included in progress payments, notwithstanding the limit imposed by the *Guaranteed Maximum Price*.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.

## GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.



- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

#### GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and, if the claim relates to the *Price of the Work* or the *Guaranteed Maximum Price*, with a copy to the *Consultant*.

- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the claim is not acceptable to the other party, it shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

## PART 7 DEFAULT NOTICE

### GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work* by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
  - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
- .1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 pay the *Construction Manager* upon the *Consultant's* certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the costs properly incurred by the *Construction Manager* to that time plus the proportionate amount of the fee as provided in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE, and
  - .3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use in the *Work*, and
  - .4 assume and become liable for all obligations, commitments and unliquidated claims as certified by the *Consultant* that the *Construction Manager* may have heretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default.

- 7.1.6 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Construction Manager* shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the *Construction Manager's* contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Construction Manager* the rights and benefits of the *Construction Manager* under the obligations or commitments to be assumed by the *Owner*.
- 7.1.7 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

## **GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.
- 7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
  - .2 the *Consultant* fails to issue a certificate as provided in GC 5.4 – PROGRESS PAYMENT FOR THE WORK, or
  - .3 the *Owner* fails to pay the *Construction Manager*, or
  - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Construction Manager* that sufficient cause exists.
- 7.2.4 The *Construction Manager's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Construction Manager* terminates the *Contract* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – CONSULTANT'S RESPONSIBILITIES, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

## GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – CONSULTANT'S RESPONSIBILITIES and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the *Project Mediator* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the *Project Mediator* was requested under paragraph 8.2.4 or within such further period agreed by the parties, the *Project Mediator* shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Construction Manager* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing* given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
    - (1) Substantial Performance of the *Work*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Construction Manager* has abandoned the *Work*,
 whichever is earlier, and
  - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

**GC 8.3 RETENTION OF RIGHTS**

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

**PART 9 PROTECTION OF PERSONS AND PROPERTY****GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

**GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.

- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
  - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would change the *Construction Manager's Fee*, the *Guaranteed Maximum Price* or the *Construction Manager's* time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.



## GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Construction Manager* shall be responsible for
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
  - .2 establishing, initiating, maintaining and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

## GC 9.5 MOULD

- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing;
  - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
  - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
- 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
  - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
  - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## PART 10 GOVERNING REGULATIONS

### GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*. The amount incurred shall be included in the *Cost of the Work* as in accordance with paragraph 7.1.14 of the Agreement A-7 – COST OF THE WORK.

### GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

### GC 10.3 PATENT FEES

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The amount incurred shall be included in the *Cost of the Work* in accordance with paragraph 7.1.12 of the Agreement A-7 – COST OF THE WORK. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

### GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Construction Manager's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Construction Manager's* application for final payment, the *Construction Manager* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Construction Manager* shall provide such evidence of compliance by the *Construction Manager* and *Subcontractors*.

## PART 11 INSURANCE — CONTRACT SECURITY

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Services* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Services* until one year after the date of *Substantial Performance of the Work*.
  - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
  - .4 "Broad form" property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
    - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
  - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Construction Manager* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Construction Manager* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;
    - (2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager's* interest in the restoration of the *Work*; and
    - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
  - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this *Contract*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract* as in accordance with paragraph 7.1.13 of the Agreement A-7 – COST OF THE WORK.
- 11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:
  - .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
  - .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Price of the Work* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
  - .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
  - .4 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 the Civil Code of Quebec, if the *Place of the Work* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

## GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

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- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 The *Construction Manager* shall enforce the warranty obligations of the *Subcontractors* and *Suppliers* which shall include the following provisions:
- .1 the *Subcontractor* or the *Supplier* shall correct promptly at its expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the *Contract Documents*; and .
  - .2 the *Subcontractor* or the *Supplier* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

## APPENDIX – STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to exercise the stipulated price option at any time during the term of the *Contract* as in accordance with Article A-8 of the Agreement – OPTIONS. Upon the issuance of the *Change Order* exercising the stipulated price option, the following Articles of the Agreement, Definitions and General Conditions shall be deemed deleted, amended or added, as the case may be, and the *Contract* so revised shall be deemed to govern the rights and obligations of the parties with respect to the *Services* and *Work* to be provided from and after the date of the *Change Order*, unless stipulated otherwise in the *Change Order*.

### ARTICLES OF THE AGREEMENT

1. **Article A-1**

**New paragraph 1.4**

insert new paragraph as follows:

- 1.4 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

2. **Article A-5**

Delete this Article in its entirety.

3. **Article A-6**

Delete this Article in its entirety.

4. **Article A-7**

Delete this Article and replace with the following:

**ARTICLE A-7 COST OF WORK**

7.1 The cost of performing the work attributable to any *Change Directive* shall include:

- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
  - (1) stationed at the *Place of the Work*, in whatever capacity employed;
  - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
  - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
  - (4) engaged in the processing of changes in the *Work*.
- .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
- .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
- .4 all *Products* including cost of transportation thereof;
- .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
- .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
- .7 the *Construction Manager's* field office;

- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
- .9 the amount of all subcontracts;
- .10 quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .13 any adjustment in premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
- .14 any adjustment in taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
- .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
- .16 removal and disposal of waste products and debris;
- .17 the cost of safety measures and requirements;
- .18 other costs incurred in the performance of the *Work* as listed below:

6. **Article A-8**

Delete this Article and replace with the following:

**ARTICLE A-8 CONTRACT PRICE**

- 8.1 The *Contract Price*, which excludes *Value Added Taxes*, is: \_\_\_\_\_ /100 dollars \$ \_\_\_\_\_
- 8.2 *Value Added Taxes* (of \_\_\_\_\_ %) payable by the *Owner* to the *Construction Manager* are: \_\_\_\_\_ /100 dollars \$ \_\_\_\_\_
- 8.3 Total amount payable by the *Owner* to the *Construction Manager* for the construction of the *Work* is: \_\_\_\_\_ /100 dollars \$ \_\_\_\_\_
- 8.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- 8.5 All amounts are in Canadian funds.

7. **Article A-9**

**paragraph 9.1**

Delete and replace with the following:

- 9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:
  - .1 payments on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
  - .2 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
  - .3 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services* and the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

8. **Schedule, A1**

Delete this Schedule in its entirety.

9. **Schedule A2**  
Delete this Schedule in its entirety.
10. **Schedule B**  
Delete this Schedule in its entirety.

## DEFINITIONS

11. **Definition 5 – CHANGE DIRECTIVE**  
Delete and replace with the following:
  5. **Change Directive**  
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
12. **Definition 6 – CHANGE ORDER**  
Delete and replace with the following:
  6. **Change Order**  
A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:
    - a change in the *Services*;
    - a change in the *Work*;
    - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
    - the extent of the adjustment in the *Contract Time*, if any.
13. **Definition 32 – SUPPLEMENTAL INSTRUCTION**  
Delete and replace with the following:
 

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.
14. **New Definition 38 – CONTRACT PRICE**  
Insert new Definition as follows:
 

**Contract Price**

The *Contract Price*, which excludes *Value Added Taxes*, is the amount specified in Article A-8 – **CONTRACT PRICE** to complete the *Services* and the *Work*.

## GENERAL CONDITIONS

15. GC 2.3  
Delete and replace with the following:
  - 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
  - 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
  - 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
  - 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – **PROGRESS PAYMENT FOR THE WORK**.

- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Contract Price* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in the *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
16. **GC 2.4**  
Delete and replace with the following:
- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.4.6 The *Construction Manager* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Construction Manager* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.4.7 The *Construction Manager* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

#### 17. GC 2.5

Delete and replace with the following:

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. The correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements. The correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

#### 18. GC 3.7

Delete and replace with the following:

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
  - .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
  - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
  - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.



- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.
19. **GC 3.8**  
Delete and replace with the following:
- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Construction Manager* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
20. **New GC 3.14 – SERVICES**  
Insert new General Condition as follows:  
**GC 3.14 SERVICES**
- 3.14.1 The *Construction Manager* shall:
- .1 chair and minute regular *Project* meetings with the *Owner* and the *Consultant*,
  - .2 prepare and update the cash flow forecasts in accordance with the *Project* budget that are specified in the *Contract* or otherwise agreed with the *Owner*;
  - .3 provide reasonable assistance and information to permit recovery of all tax rebates where applicable, and
  - .4 assist the *Owner* in conducting post-construction occupancy review.
21. **GC 4.1**  
Delete and replace with the following:
- 4.1.1 The *Contract Price*, and not the cash allowances, includes the *Construction Manager's* overhead and profit in connection with such cash allowances.
- 4.1.2 The *Contract Price* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance, the *Construction Manager* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and its actual cost.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.
22. **GC 5.2**  
Delete and replace with the following:
- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of and the cost of performing the work attributable to the *Change Directive*.

5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the cost of performing the work attributable to the *Change Directive*, and for this purpose the *Construction Manager* shall preserve all such records..

23. **GC 5.3**

Delete this General Condition in its entirety.

24. **GC 5.4**

Delete and replace with the following:

5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.4.3 The amount claimed shall be for the value, proportionate to the *Contract Price*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period

5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment after exercising the stipulated price option, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.4.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:

- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
- .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
- .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
  - receipt by the *Consultant* of the application for payment, or
  - the last day of the monthly payment period for which the application for payment is made.

5.4.8 The *Construction Manager* shall include a statement based on the schedule of values with each application for payment.

25. **GC 6.2**

Delete and replace with the following:

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price* and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Contract Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment

26. **GC 6.3**

Delete and replace with the following:

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Contract Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Construction Manager's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with Article A-7 of the Agreement – COST OF WORK and as follows:
  - .1 If the change results in a net increase in the *Construction Manager's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Construction Manager's* cost, plus the *Construction Manager's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Construction Manager's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Construction Manager's* cost, without adjustment for the *Construction Manager's* percentage fee.
  - 3 The *Construction Manager's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Contract Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Contract Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.
- 6.3.9 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.

27. **GC 6.4**

Delete and replace with the following:

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
  - .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
 then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Contract Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

28. **GC 6.5**

Delete and replace with the following:

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or
  - .4 any cause beyond the *Construction Manager*'s control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

29. **GC 6.6**

Delete and replace with the following:

**GC 6.6. CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party with a copy to the *Consultant*.

30. **GC 7.1**

Delete and replace with the following:

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager*'s insolvency, or if a receiver is appointed because of the *Construction Manager*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager*'s right to continue with the *Work*, by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
  - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
  - .2 withhold further payment to the *Construction Manager* until a final certificate for payment is issued, and
  - .3 charge the *Construction Manager* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Price of the Work*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Price of the Work*, the *Owner* shall pay the *Construction Manager* the difference, and
  - .4 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.
- 7.1.6 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.
31. **GC 9.1**  
Delete and replace with the following:
- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
  - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.

- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### 32. GC 9.2

Delete and replace with the following:

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Construction Manager* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;



- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
33. **GC 9.3**  
Delete and replace with the following:
- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
  - 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
  - 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Construction Manager's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
34. **GC 9.5**  
Delete and replace with the following:
- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
    - .1 the observing party shall promptly report the circumstances to the other party in writing;
    - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
    - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
  - 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
    - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
    - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
    - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
    - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
  - 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
    - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
    - .2 reimburse the *Construction Manager* for the cost of taking the steps under 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
    - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
    - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

35. **GC 10.1**

Delete and replace with the following:

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Construction Manager* as stipulated in Article A-8 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in such included taxes and duties after exercising the stipulated price option shall increase or decrease the *Contract Price* accordingly.

36. **GC 10.2**

Delete and replace with the following:

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections and certificates which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations or codes.

37. **GC 10.3**

Delete and replace with the following:

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

38. **GC 11.2**

Delete and replace with the following:

11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract*.

11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

39. **GC 12.1**

Delete and replace with the following:

12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

.1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 11.1 – INSURANCE.

.2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

.1 as described in GC 10.3 – PATENT FEES, and

.2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

40. **GC 12.3**

Delete and replace with the following:

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and the *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.



**Ray Veenstra**

---

**From:** Kern Kalideen <kernkalideen@gmail.com>  
**Sent:** Nov/17/2014 1:35 PM  
**To:** Ray Veenstra; Ken Kamminga; Keith Zorn  
**Cc:** tlođu@globalkingdom.ca; bob@globalkingdom.ca; Godfrey Adderley; Ben Johnston; Dhani, Anita; Anand Nathan; Glenn Reinders; Rod Gay  
**Subject:** Construction Manager Contract

Ray / Ken,

Congratulations. You have been awarded the Construction Manager Contract for GKM Life Lease Project. Can you have representation at our committee meeting tomorrow at 9:30 am at the church.

Can you start working with Reinders and Reider to start the first phase of developing a construction budget. I am preparing a pro-forma development budget for the bank.

Thanks Kern







**Maple Reinders Constructors Ltd.**  
260 Holiday Inn Drive, Suite 24, Cambridge, ON N3C 4E8



Construction Management Proposal for  
**Global Kingdom  
Ministries**  
**Seniors Development**  
Toronto, Ontario

31 October 2014

## Confidentiality Statement

This Construction Management Proposal Submission, prepared for Global Kingdom Ministries ("the Owner", "GKM") contains financial, commercial and technical information that is proprietary and confidential to Maple Reinders Constructors Ltd. ("MRC", "Maple Reinders"). This information is submitted in confidence to GKM on the understanding that it will not be disclosed in whole or in part by GKM, or any other agency or department to a third party, other than those directly responsible for the evaluation of all or part of the submission, pursuant to any applicable Freedom of Information and Protection of Privacy legislation, regulatory, enactments or otherwise, without the express written consent of Maple Reinders Constructors Ltd. Any such disclosure without such consent would significantly prejudice the competitive position of Maple Reinders Constructors Ltd.

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### APPENDICES

Appendix A: Project Profiles

Appendix B: Preconstruction Process Chart

## Executive Summary

### Background and Project Understanding

Global Kingdom Ministries is planning a new seniors development located on a 12-acre site at the location of Global Kingdom's church facilities located at 1250 Markham Road in Toronto, Ontario.

The vision for the development is to create a seniors community which allows seniors to age-in-place while enhancing their physical, emotional and spiritual wellbeing. The development will also create a unique opportunity for GFM to pay off development debts, set up a trust fund for World Missions and provide an annual income to support other ministries and purposes.

Based on our recent meeting and our understanding of the project and your requirements, we believe that Maple Reinders is an excellent partner for GKM. We can provide unparalleled services based on the following:

- » **Rigorous and responsible management of costs and schedule:** Maple Reinders has proven time and again our ability to provide cost-effective, schedule-driven construction solutions.
- » **Superior value:** We are able to provide competitive pricing while maximizing value (Value Engineering); bringing best practices, innovations and cost savings to the table.
- » **Seniors Development experience:** Maple Reinders has significant experience in the development, design of construction of projects for the seniors/adult life style market.
- » **Construction Management Experience:** We have completed over 100 institutional/residential projects - many under a Construction Management format with Preconstruction Services.
- » **Effective team partnering and participation:** Our integrated team approach ensures that cooperation, flexibility and trust are built among all project participants.

### Summary

We have assembled a strong team of experienced construction staff for this project. The Maple Reinders team is convinced that we have assembled the resources, qualifications and experience best able to deliver optimum value for GKM.



## 1.0 Corporate Profile

Maple Reinders Constructors Ltd. is part of The Maple Reinders Group, which has grown to become one of the most respected, highly qualified and trusted construction firms in Canada today. With its reach into all provinces of Canada and extending to international markets, the Maple Reinders Group has earned a solid reputation for quality, competence and integrity.

With offices in Mississauga, Cambridge, Kelowna, Vancouver, Calgary and Edmonton, and more than 400 employees, the Maple Reinders Group has successfully completed over 2,400 projects coast-to-coast. Current annual volume of construction work within the Buildings and Civil divisions is \$304,600,000 with individual project values up to \$100+ million.



The Group was launched in 1967 by its founder, Fred J. Reinders. Based on a vision of integrating the disciplines of engineering and construction, the Company steadily developed its expertise and a "can do" attitude.

Our expertise includes not only new building construction, but also project due diligence, site development, design development and project commissioning.

Furthermore, we strive for excellence and support the CCA Gold Seal Program. Maple Reinders retains over 50 key personnel who have successfully acquired their Gold Seal Certification.



As part of our environmental commitment, we have several LEED® Accredited Professionals to handle the stringent environmental requirements for project owners wishing to pursue LEED® (Leadership in Energy and Environmental Design) Certification.



For four consecutive years, Maple Reinders has been named one of Canada's "Best Managed Companies". This is one of the country's leading business award programs recognizing excellence in Canadian-owned and managed companies and evaluating the calibre of their management abilities and practices.





## 2.0 Project Experience & References

### 2.1 Construction Management/Similar Experience

The following is a representative list of projects which the Maple Reinders Group has completed, or is currently working on, many under a Construction Management arrangement.

Project	Description	Value
Grand Okanagan Lakeside Resort	Keith Zorn, VP Cambridge Operations, was project manager for this destination resort including 390 guest rooms, villas and suites.	\$35,000,000
Great West Life Project Waterfall	Phased interior renovation and major mechanical /electrical infrastructure upgrade of historic seven storey office building	\$55,000,000
Good Shepherd Residences	A 50,000 sf women's centre and a 175,000 sf, seven-storey residential and mix-use space	\$40,400,000
St. John's McNicoll Centre	14 storey, 230,000 sf, seniors residential building.	\$39,600,000
Open Text Office Building	A five-storey office facility with covered parking deck and a bridge connection to the existing building.	\$21,500,000
Casa del Lago	Construction of townhomes and condominiums in two phases. Complex incorporates features such as a reflecting pool, recreational amenities, beachfront access, clubhouse and fitness facility.	\$25,000,000
Harvest Bible Chapel	New 95,000 square foot building facility which incorporates and captures elements of church function, school, community centre, conference centre and performing arts centre.	\$17,000,000
King's University College	140,00 sf renovation/conversion of a hotel tower into student residences, and a 40,000 sf new addition encompassing several new wings for classrooms, labs and student space.	\$13,500,000
King's Christian Collegiate Phase I - V	Five phased, 90,000 sf,, new build collegiate consisting of one and two-storey academic, athletic/community and music wings.	\$20,280,000
Elgin Lodge Addition and Renovation	A single storey extension of one wing, and a two storey link between existing wings of the facility. In all, 66 living units were added to the building.	\$8,000,000
Focus on the Family Head Office	A three storey office building of 24,000 sf on top of 15,000 sf of enclosed parking structure	\$7,000,000

Project	Description	Value
Churchill Meadows Christian Church	A 40,000 sf worship facility with a 650-seat theatre-style auditorium that includes an expansive podium and backstage green room.	\$6,359,000
Oakville Holiday Inn Express	A premier seven-storey, 144-room hotel	\$5,500,000
Arbour Creek Villa Long Term Care Facility	Four storey, 128-bed long term care facility, including special care for physically and cognitively disabled, including residents with Acquired Brain Injuries.	\$9,500,000
Trinity Village Long Term Care Centre	Three storey long term care facility, with 90 single occupancy rooms and 30 double occupancy rooms, including landscaped courtyard and amenities.	\$10,200,000
Port Hope Extendicare	Two storey wood frame long term care facility, with capacity for 128 beds, including amenity facilities.	\$9,700,000
Lee Manor Home for the Aged	Phased expansion and renovations to existing long term care facility including new resident rooms, nurse stations and service areas.	\$11,000,000
Oak Tree Manor	New 45,000 sf seniors' independent living complex, including amenities.	\$7,500,000

## 2.2 References

### Harvest Bible Chapel

Mr. Collin Spithoff  
(905) 333-0902  
[cspithoff@ipcc.org](mailto:cspithoff@ipcc.org)

### St. John's McNicoll Centre

Mr. Mark Wong  
(416) 499-7562  
[mwwong@sympatico.ca](mailto:mwwong@sympatico.ca)

### Lee Manor Home for the Aged

Mr. Grant Diemert (Architect)  
(519) 376-1975  
[gdiemert@gmda.ca](mailto:gdiemert@gmda.ca)

### Good Shepherd Non-Profit Homes

Mr. Alan Whittle  
(905) 528-5877 x3322  
[alanwhittle@goodshepherdcentres.ca](mailto:alanwhittle@goodshepherdcentres.ca)

## 3.0 Sustainable Construction Experience

### 3.1 Social/Environmental Commitment

The shareholders, directors and staff of Maple Reinders also recognize social responsibility in a world troubled by disparity and inequality. We support projects, persons and organizations that bring harmony and healing in troubled regions, abroad and here at home.

The company's longstanding policy is to donate a tithe of 10% of annual before-tax profits to charitable causes. Employees are encouraged to recommend worthy causes, and to donate their time as well as money.

Maple Reinders is also dedicated to reducing the environmental impact the construction industry, by its very nature, has on the community, whether this be environmentally, nature defense or aesthetically. We recognize that as stewards of the earth, we have a duty to minimize any detrimental effect our business might have, not only by way of energy and water conservation, and sustainability but also by the preservation of wildlife habitats.

### 3.2 Environmental & LEED® Construction Experience



There is growing recognition within the design and construction community that buildings must be designed better to reduce their "carbon footprint" and be more environmentally responsible. Leadership in Environmental and Energy Design (LEED®) is the North American standard for sustainable design and construction. Maple Reinders currently has eight (8) LEED® Accredited Professionals on staff, and has achieved or is pursuing LEED® certification (5 Gold, 6 Silver, 2 Certified) for several projects.

Maple Reinders' LEED® Accredited Professionals can directly impact or manage over 50 percent of the points needed for the basic LEED® Certified Rating, and 30 percent of the points for higher ratings. In addition to improved efficiency of mechanical systems Maple Reinders can assist GKM in exploring numerous areas of sustainable design regardless of whether the LEED® certification is pursued.

## 4.0 Key Personnel

In selecting personnel for this project, consideration was given to the following:

- Management/construction expertise and experience with projects of a similar nature;
- Experience in taking a "partnering" and "value" based approach to construction;
- Availability and the ability to address anticipated project requirements;
- A history of completing work on time and budget;
- Current knowledge of legislative and/or regulatory requirements, approvals, and local planning requirements;
- Individuals who work well in a team environment given the need to involve design and construction personnel in each aspect of the project;
- Good working relationships with Project Teams, local approval agencies and Owner's representatives.

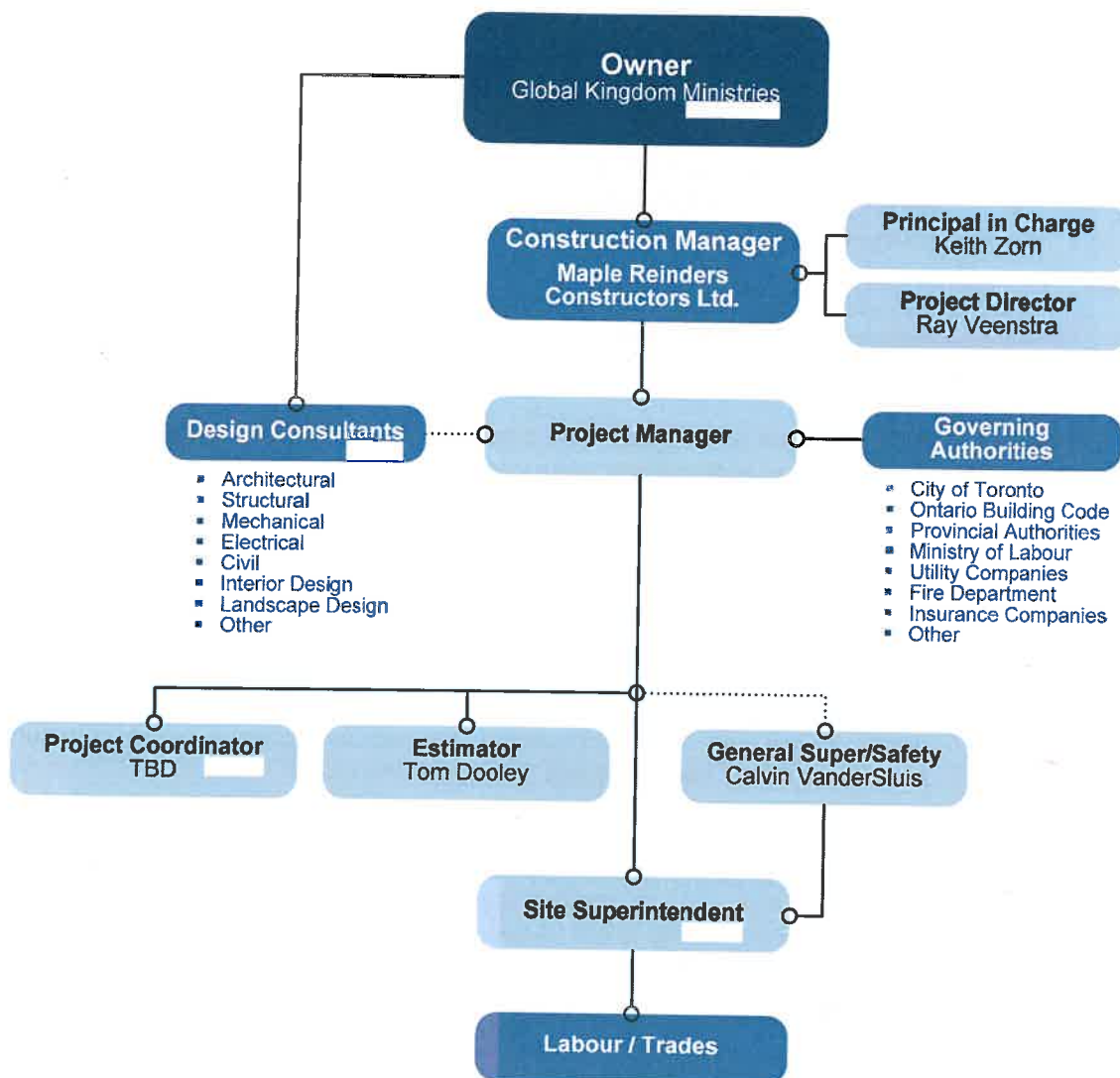
Our proposed key project personnel utilize innovative methods in the construction process that can positively affect the environment, project schedule and budget. The principal members of our team also have a substantial resource base from which to draw upon to complete the project in an efficient and effective manner. This resource base will be supplemented by consultants, local subcontractors, and/or suppliers, wherever possible, to provide local social and economic benefits.

Personnel / Role	Experience Summary
<b>Keith Zorn, GSC</b> Principal In Charge  <i>30 years' experience</i>	<p>Keith Zorn is Vice President and Division Manager of the Maple Reinders Cambridge office. He had over 30 years of construction experience and has been with the Maple Reinders Group for 18 years. His experience includes overseeing the construction of residential and office buildings, plants, warehouses, hotels and institutional facilities. Keith is also well versed in the construction of numerous multi-million dollar high rise hotels across Canada. Over the years he has developed strong leadership skills through team building and utilization of his construction expertise. Keith has achieved his Gold Seal Certification.</p> <p>Keith Zorn may act in the role of <i>Project Manager</i> during the Preconstruction Phase of the project.</p>
<b>Ray Veenstra</b> Project Director  <i>18 years' experience</i>	<p>Ray has superior skills in program management and client pre-construction services. Ray has a solid and diverse background in business development, project management, estimating covering a broad range of projects. He takes a focused, candid and honest team approach to all projects and pursues the best solutions for the client's needs. Ray's attention to detail and creative ability allows him to provide original and cost effective design and construction solutions. Ray excels in developing design concepts, pre-engineering and feasibility studies and obtaining regulatory approvals.</p>



Personnel / Role	Experience Summary
<b>To be determined:</b> Assistant Project Manager and Project Manager	Selection of Project Manager and Assistant Project Manager will be dependent on timing and scope of services for the Preconstruction and Construction Phases.
<b>Tom Dooley, P. Eng. GSC</b> Estimator  <i>21 years' experience</i>	As Chief Estimator, Tom is responsible for managing the estimating department. He oversees the preparation of budget proposals and firm price proposals for various large Design/Build, Construction Management and Public Tender projects. Tom has strong management capabilities and leads a team of estimators in dealing with architects and sub-trades. He oversees the selection of subcontractors, tendering and award of contracts, and has the ability to handle multiple simultaneous complex priorities. His background in quantity surveying assures attention to detail and accurate budgeting and final estimates.
<b>Calvin VanderSluis, GSC</b> General Superintendent, Master Scheduler  <i>27 years' experience</i>	Calvin has been part of the Maple Reinders team for over 25 years and has provided on-site supervision of many projects over his career. Calvin has now taken the role of General Superintendent and Safety Officer, providing overview, auditing, guidance and additional support to all our field teams. Calvin will provide valuable support as a link between the project management team and the field team. Calvin has achieved his CCA Gold Seal Certification as a Superintendent.
<b>To be determined</b> Site Superintendent	Selection of Site Superintendent will be dependent on timing of the Construction Phase.

## Organization Chart





## 5.0 Approach and Methodology

### 5.1 Multi-Disciplined Approach

Maple Reinders has experience in managing all aspects of multi-disciplined projects and working with multiple stakeholders. Our firm has completed over 2,400 municipal and private sector projects; many of which involved multi-discipline project teams. We will use this background and knowledge from our past and similar projects to assist GKM throughout the project. We understand how to quickly work with user groups and consultants to gather information and to work with the Project Team to make timely decisions.

Maple Reinders commences every project by first carefully listening to the owner, users, stakeholders to order to fully understand the project requirements. At the project kickoff meeting we will confirm with the members of the Project Team the role and responsibility of all team members, the history of the project, work completed to date and the goals of the project.

Our role during the Preconstruction Phase will include working with and assisting GKM and their consultants. Maple Reinders will provide concurrent review and critique of the design work throughout the Preconstruction phase utilizing our depth of experience in design review and Value Engineering. We will participate in close communications between GKM and the consultants throughout this phase.

Close communication with the Project Team continues into construction, commissioning and project completion with regular project meetings, site inspection, and commissioning planning.

### 5.2 Reporting / Communication

Maple Reinders is committed to ensure proper and timely communication with all parties on this project. Communications include all written, spoken, and electronic interaction between the parties involved. One of the early challenges in the construction process is the establishment of proper communication protocols to ensure that all team members have access to current information. Read access, write access and other administrative controls have to be clearly defined to ensure that information is current.

Through the whole project our communication and reporting approach consists of formal communication including regular meetings to review health and safety, progress, performance, and informal communication both on a weekly and daily basis (as circumstances dictate) to discuss issues such as design, health and safety, project challenges and solutions.

Our approach is summarized in the following table:

Item	Method	Frequency
<b>Recurring Submissions</b>		
Monthly Progress Report	Written report to be submitted to GKM	Monthly
<b>Preconstruction Phase (assumed duration of 12-14 months)</b>		
Project kick-off meeting	In-person meeting with GKM representatives and Consultants to review proposed plans, design, schedule, approvals submission, and construction plan.	To suit
Class D, C, B and A estimates	Divisional Cost Analysis Report	Once per Estimate
Project Meetings	Project meeting with GKM's representative present. Review of: <ul style="list-style-type: none"> <li>» Cost control / budget</li> <li>» Phasing Plan and master construction schedule</li> <li>» Value Engineering Input</li> <li>» Ongoing review and comment on the construction documents</li> <li>» Coordination with Project Team to achieve milestones</li> </ul>	To suit
<b>Construction Phase</b>		
Monthly Progress Report	Monthly emailed progress report with photos submitted to GKM	Monthly
Project Meetings	Project meeting with GKM's representative present. Review of: <ul style="list-style-type: none"> <li>» Health &amp; Safety</li> <li>» Project schedule / progress report with narrative</li> <li>» List of outstanding approvals, shop drawings, requests for information, change requests, change orders, etc.</li> <li>» Project budget / cash flow report</li> <li>» Planned and anticipated changes</li> <li>» Payment certificates</li> <li>» Outstanding agenda / minute items</li> <li>» Anticipated construction impacts on surrounding area</li> </ul>	Weekly to Bi-weekly
Divisional Cost Report	Written report to be submitted to GKM	Monthly
Review shop drawings, samples & product data sheets	Written report to be submitted to GKM	To suit
O&M Manual and Occupant Manual	Written report to be submitted to GKM	Once

Item	Method	Frequency
Shop and Record (As-Built) Drawings	DVD and hardcopy submitted to GKM	Once
<b>Post-Construction Phase</b>		
Deficiency Report	Written report to be submitted to GKM	Once, updated as required
Inspection/Testing Report	Written report to be submitted to GKM	Once

During the Preconstruction Phase, GKM will lead and manage meeting agendas, take minutes and monitor completion of responsibilities.

Maple Reinders will manage and monitor all formal meetings through the Construction Phase including the following:

- » Work with GKM to establish meeting agendas
- » Distribute meeting minutes to team members. Meeting minutes shall include action items assigned to team members and required action item completion dates
- » Monitor the compliance and completion of assigned responsibilities
- » Establish procedures for the effective coordination and distribution of project information among team members, regulatory agencies, and other individuals or municipalities who may have need for such program management information

### 5.3 Approach to Scope and Quality

#### 5.3.1 Commitment to Quality

##### Design

Quality always starts with design. The only way to guarantee and control quality is by first ensuring the final quality expectation is clearly understood early in the project. Our process during the Preconstruction Phase includes regular design coordination and review meetings. Maple Reinders' will lead meetings to facilitate the Project Team's active communication and ensure the design objectives and deadlines are met. Maple Reinders focus for the meetings includes:

- » GKM's vision / requirements / project goals
- » Code compliance
- » Coordination of scopes and conflict
- » Constructability Optimization
- » Material selection for best value. Selecting materials that have a proven record will help decrease future maintenance and replacement costs.
- » Schedule
- » Assist to determine GKM's long range strategies
- » Complete design, construction and budget evaluation related to project phasing

Continuous review of the drawings and specifications for constructability, material selection, and value analysis sets the quality control process off on the right foot. This collaborative approach promotes a culture of quality focus and always enhances the final design. Concurrent to the quality control process is scope review. The goals of the project need to be reflected in the project scope. The project scope is analysed at regular intervals throughout the design process to ensure goals are being met and 'scope creep' does not occur. Project scope and quality are combined with schedule and vetted and balanced through the value engineering process.

#### Preconstruction

Continuance of quality is assured by carefully qualifying and then finalizing the selection of the right Trade Subcontractors. Maple Reinders first reviews all subtrades and suppliers for their past quality performance and expertise. This ensures the right trades are selected to meet the specific project quality requirements. Every subtrade scope is thoroughly reviewed with the potential subtrades prior to subcontract award. This process fully communicates all performance requirements and quality expectations therein improving the overall quality of work throughout the construction stage of the project. Maple Reinders will provide details and backup on tendering results as part of the "open-book" tendering process proposed. The tender results will be the basis for establishing a Stipulated Price (Fixed price) or a Guaranteed Maximum Price (GMP) for the Construction Phase.

#### Construction Phase

Once construction commences, quality is maintained through continual vigilance by the project team. Quality workmanship is not just a factor of price and time, but rather our ability to manage the process correctly and methodically using our expertise in planning, scheduling, and communicating high expectations internally and to our team of subcontractors. Strict shop drawing review processes insures construction complies with quality standards.

Regular visits by the project consultants at appropriate stages to the site should be made to report on the quality of the work and conformance to the specifications and drawings. Field review reports will be submitted by the Project Manager.

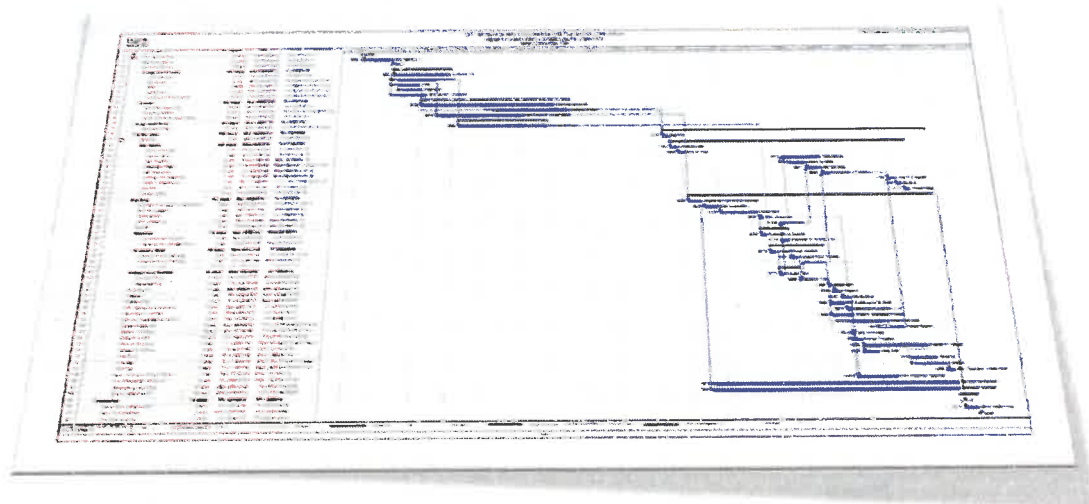
### **5.3.2 Commissioning/Start up Process**

Maple Reinders can lead the commissioning process to assure and verify that the installation is functioning fully in accordance with GKM requirements, the contract documents and the design intent.

Commissioning / Start up activities will be integrated into the overall project schedule with sufficient detail to coordinate trades to ensure each system's completion prior to its scheduled start-up date and to highlight tests and inspections. This commissioning activity schedule will be managed through ongoing communication, regular commissioning meetings and through specific commissioning coordination sessions, if/as necessary.

## 5.4 Approach to Schedule Control

All project activities will be entered in an overall project schedule, using Microsoft Project® software. Maple Reinders will lead the team in meeting the scheduled commitments in two ways: firstly in the exacting preparation of a Project Schedule and secondly through rigorous management of the Project Schedule.



Preparation of a final Project Schedule is a multi-step process which considers numerous elements including:

- a) Design Development: Realistic mutually agreed upon goals set by the design team with durations that allow for client review; all monitored on a real time basis.
- b) Permitting: Consultation between MRC, GKM and governing authorities needs to start early and occur often. Process and timelines are confirmed and buy-in from all agencies is sought. MRC's role during the Preconstruction Phase is to assist the Project Team to:
  - » Determine regulatory agencies' level of involvement in the approvals process
  - » Determine applicable regulatory agency requirements
  - » Determine applicable agency approval requirements and permit applications
  - » Assist others in preparing and submitting applications for relevant regulatory bodies
- c) Tendering and Procurement: The entire tendering, procurement and shop drawing process is mapped out to allow for long lead, manufacturing and delivery issues to be planned for. The tendering will be "open-book" to GKM with Maple Reinders providing subtrade results and recommendations.



- d) Construction: All disciplines and divisions are represented on the schedule. Durations for individual tasks are planned with subcontractor input.

Rigorous management of the schedule occurs on ongoing basis and is key to proper organizing and project planning. The project schedule is an item on all project meeting agendas and any factors with either potential or real impacts to the schedule are reviewed and evaluated on how to best to minimize or eliminate schedule impact. Maple Reinders additionally meets with internal staff on a frequent basis to plan, organize and control all aspects of the project. Specific focus is trained on the critical path with real time reporting detailing Actual Start and Actual Finish of schedule items against schedule baseline.

During the Construction Phase a *4-Week Look Ahead Schedule* is developed by the Maple Reinders team. This schedule looks at the detailed planning of events over a 4-week period and is reviewed and updated on a weekly basis. The benefit of the detailed planning is evident in the effective tracking of issues and subsequent planning to meet all milestones by managing the issues. This schedule, along with the overall schedule, is presented at all meetings.

## 5.5 Approach to Budget Control

### 5.5.1 Cost Control Methodology

Maple Reinders utilizes *Timberline Office* software to support project administrative functions. This software allows us to bridge information gaps between accounting and project management; realizing the benefits of a company and project-wide total management system. Real-time processing provides instant access to updated projections, change order management and project costing. Full reporting allows the project manager instant access to numerous reports, that provide direct feedback for tracking and cost monitoring purposes.

During the Preconstruction Phase, the project costs will be monitored at key milestones with the completion of a Class D, C, B and A estimates. Outside of the estimates, Project Costs are monitored on an ongoing basis throughout the Preconstruction phase via regular design meetings as value engineering is completed. The cost of the project scope is analysed at regular intervals throughout the design process to ensure goals are being met and 'scope creep' and in turn 'cost creep' does not occur.



### 5.5.2 Cost Reporting

During the Preconstruction Phase Maple Reinders will complete the following:

#### Accounting/Budget:

- » Determine GKM'S accounting procedures and requirements
- » Implement MRC's Project Management and Accounting procedures and confirm the reporting and documentation requirements of GKM
- » Determine GKM's needs and constraints regarding overall project budget  
broadscope budget areas may include hard costs, soft costs,
- » Determine cash flow requirements and projections for the duration of the master schedule
- » Maintain budget and provide GKM regular reports
- » Manage and monitor consultant costs

During the Construction Phase the three main financial reports proposed for the project are the Monthly Progress Claim, Monthly Forecasting Report and the third is the overall program Construction Cash Flow report

- » **Monthly Progress Claim:** The monthly progress claim will be prepared and issued by the last day of the month. The monthly progress claim will indicate the approved progress (work to date) of each subcontract on the project as well as the actual cost to date for general condition items and own forces work (if applicable). Progress claims would be reviewed and approved by GKM's payment certifier.
- » **Monthly Divisional Cost Reports:** Maple Reinders will prepare a Monthly Cost Report which will also include the "approved program budget" and will indicate cost variance between the approved and forecasted costs. The report will incorporate all approved change orders, pending change orders and issues that are awaiting resolution or finalization.
- » **Construction Program Cash Flow:** This report will be prepared at the conceptual phase of the project and will be updated monthly and indicate the variances to the original planned cash flow.

### 5.5.3 Reducing Subtrade Claims for Extra Costs

#### Tendering

In accordance with Maple Reinders' procurement strategy, sequence and content of the trade contractor packages is an essential component of the proposed process. The subtrades packages will comprise comprehensive scopes and instructions (Schedule B's). Maple Reinders can complete the following:

- » Advise on the packaging of bid documents for the subcontractors for the various systems and trades
- » Establish the type and scope of work represented by each bid package in relation

- to time required for performance, availability of labour and materials
- » Development of Schedule B's (see *Definitive Schedule B's* below)
- » Check bid packages, drawings and specifications to eliminate overlapping jurisdictions, or labour/material gaps, among the separate bidders
- » Solicit appropriate bidders (where policy allows, we recommend pre-qualification of trades)
- » Conduct pre-bid conferences among subcontractors and manufacturers of systems and sub-systems to be sure that all bidders understand the components of the bidding documents and the construction management process
- » Avoid single source or sole source scenario's
- » Complete a Bid Analysis Recommendation (B.A.R) for all bids received for each discipline and division of work ensuring that bids are complete.

Critical and long-lead items will be identified and will be communicated via Maple Reinders' bid package schedule which is directly linked and derived from our master critical path schedule and which will identify the critical early purchases for GKM.

Maple Reinders will establish a procedure with GKM for the submission, opening and review of trade contractor bids. This procedure may involve closing all bids to GKM's or MRC's office. We will be responsible for the review, analysis and recommendation for award of the trade contractors.

Maple Reinders considers it our absolute responsibility to procure, purchase, expedite and coordinate all materials and equipment required on the project.

#### Definitive Schedule B's

As part of the tendering and procurement process, MRC will develop a Schedule B for each respective discipline. The Schedule B incorporates the information provided on the design drawings, project specifications, field and site conditions into a written narrative which specifically calls out the scope of work, unusual project elements, timing and other requirements. This tool greatly aids in obtaining quality, complete bids and in turn the best subtrade and supplier selection. The Project Team develops a detailed Schedule B that integrates a comprehensive explanation of the works to be performed by the individual subcontractors and how their works relate to other works being performed. The Schedule B forms part of the sub-contract, including the schedule. The expectation that all sub-contractors complete their works diligently and successfully is monitored and reported on a continual basis.

## 6.0 Value Engineering

Value Engineering (VE) has its best chance for success in an integrated team setting; when the owner, design, construction, and other professional disciplines are aligned. From the Preconstruction stages, when the potential for value engineering is highest (and impact on cost and schedule is minimized), the owner meets with and provides input to the entire project team.

As the integrated team continues its work, multiple facets of value delivery are hypothesized, tested, and enacted continuously. Team members across different functional lines consider the project in a holistic sense. Every idea affects the work of another team member. Thus, instant feedback and a solution mentality are fostered. The focus of the Project Team is not on getting money out of a project, but on putting value into the project for the duration of the facility's useful life.

In addition to Value Engineering, Maple Reinders may conduct a final stand-alone drawing interference review workshop with the Project Team. This process will be conducted at the completion of design and prior to project tendering and is done to ensure that design elements will fit together properly and efficiently once construction commences. This decreases the risk of cost increases and negative schedule impacts during construction in having to resolve design problems.

## 7.0 Conclusion

The Maple Reinders team has assembled the resources, qualifications and experience best able to deliver optimum value for GKM. We look forward to the opportunity to deliver innovative, cost-effective solutions for this Project.

Key Differentiators	Benefit
Team Approach	Strong leadership and effective communicators; our integrated team approach ensures that cooperation, flexibility and trust are built among all project participants.
Experience	We have completed numerous seniors-related projects and over 100 institutional / residential projects - many under a Construction Management format with Preconstruction services.
Cost & Schedule Conscious	Rigorous and responsible management of costs and schedule through construction management expertise and proven systems.
Successful Track Record	History of satisfied customers and repeat clients.
Value Engineering	We are able to provide competitive pricing while maximizing value (Value Engineering); bringing best practices, design innovations and cost savings to the table.
Similar Values	Maple Reinders' Board of Directors and Senior Management conduct business operations based on Biblical principles. We are committed to approaching all aspects of each project with integrity.

## 8.0 Fee Proposal

Our fee proposal for Construction Management Services for the new facility for GKM is based on the terms and conditions of the CCDC 5B – Construction Management Contract

- » **The Company:** including all benefits of Maple Reinders' expertise, buying power, extensive sub-trade and supplier base, and proven track record.
- » **Head Office support:** including Senior Management, clerical staff, accounting, miscellaneous supplies, rent, telephone, fax, computers.
- » **Senior Management:** Mr. Harold Reinders, President  
Mr. Keith Zorn, Division Manager

### Conditions:

- » The Fees are based upon a Phase 1 preliminary construction budget of approximately \$30,000,000
- » The Fees to be paid on a monthly basis, as a percentage of *the Work* completed, through the duration of the project
- » HST is not included
- » All General Costs, site costs, project staff and equipment will be part of *the Work*, included in the construction budget, and are not part of the Construction Management Fee

## 8.1 Pre-Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Pre-Construction Phase includes the following:

- » Attend regular project meetings
- » Develop a construction phasing plan and a master construction schedule
- » Provide ongoing value engineering input
- » Input design ideas based on similar project experience
- » Review and confirm established project budgets already in place
- » Develop Class D, C and B estimates
- » Assist in document development
- » Identify and define tender packages
- » Review and comment on the construction documents prior to tender
- » Lead, direct and coordinate the consultant team and GKM to achieve design, schedule and costing requirements
- » Shop drawing review and pre ordering for long lead items (as required)
- » Project tendering and development of a Class A estimate
- » Based on an approximate duration of 12 – 14 months

## 8.2 Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Construction Phase includes the following:

- » Finalize the schedule
- » Chair regular project meetings
- » Oversee construction process from construction, commissioning and end of warranty period
- » Maintain Quality Control
- » Maintain project control and scheduling
- » Cost control and accounting complete with monthly Progress Certificates
- » Manage submittals, shop drawings
- » Expedite delivery of materials
- » Management of subcontractors and suppliers
- » Resolve issues that arise during the course of construction
- » Arrange site inspections with the consultants
- » Ensure that "as-built" drawings, operations and maintenance manuals are completed
- » Lead and direct project commissioning
- » Based on construction duration of approximately 18 months

**CM Fee for the Preconstruction and Construction Phase – 3.50%**

## 8.3 Guaranteed Maximum Price or Stipulated Price Contract

Upon sufficient advancement of the Preconstruction Phase and at the discretion of GKM, a Guaranteed Maximum Price (GMP) or Stipulated Price (SP) can be established as part of the provisions within the contract. The GMP and/or the SP would be based on the specifications, drawings and tendering completed up to that point. It is common for the working drawings to be complete and have Maple Reinders fully tender the project prior to executing either of the contract options available to GKM.

During the Preconstruction all project costs and tender results will be open book using reporting structures that will ensure that there is financial transparency to GKM.



## 8.4 General Costs

The costs indicated below are part of Maple Reinders' General Costs which are proposed for this project. General Costs are allocated on an as-required basis only: each project requires different personnel, at differing levels, as well as different site equipment and services.

Item	Rate
<b>Office Personnel</b>	
President of MRC	Included in Fee
Project Director	Included in Fee
Division Manager	Included in Fee
Project Manager	\$ 95 / hour
Assistant Project Manager	\$ 85 / hour
Chief Estimator	\$ 95 / hour
Estimator	\$ 85 / hour
Project Clerical	\$ 50 / hour
<b>Site Personnel</b>	
Site Superintendent	\$ 95 / hour
Assistant Superintendent	\$ 85 / hour
Skilled Labour	\$ 65 / hour
Carpenter	\$ 67 / hour
Foreman	\$ 70 / hour
Safety Officer	\$ 85 / hour
General Superintendent	Included in Fee

- » All prices quoted are exclusive of HST
- » All General Costs and site costs will be part of the cost of *the Work*, included in the construction budget, and not part of the Construction Management Fee.
- » General costs are invoiced monthly, based on hours accrued at stated hourly rates.
- » Any in-house equipment rentals to be billed at market rates.
- » Reimbursable Expenses including printing, reproduction, courier, travel, insurance shall be billed at cost plus the stated Construction Management Fee.
- » Site equipment to be billed at standard Maple Reinders rates as part of the Cost of Work.
- » Office travel to be billed at \$0.50/km. Toll route fees to be billed at cost plus CM fee.
- » Rates quoted apply to December 2015. Rates are reviewed and adjusted annually.
- » This Proposal shall remain open for acceptance for a period of thirty (30) calendar days from the Proposal closing date.

## Appendix A

# Project Profiles

# Vintage Garden Senior Community Complex



## Multi-Use Seniors Development

Maple Reinders was awarded the contract to construct a 14-storey life lease senior apartment building including underground parking for a Christian Chinese-Canadian group. The complex offers rental assisted living environment for frail seniors with 24-hour personal care and meals services, enabling seniors to continue living independently in the community.

The plans include one-bedroom, two-bedroom and penthouse suites, some with large terraces.

A ground floor amenities area offers residents a spacious 1,300 sf dining room with commercial kitchen, specializing in healthy, flavourful Chinese cuisine. The area also includes a medical clinic, multi-purpose recreation room, games room, exercise room, crafts room, karaoke room, and guest suite.

Maple Reinders' scope of work also includes construction of a church (Toronto Immanuel Church) on the site, which serves both residents and the community at large to provide inter-generational interaction.

A future phase will include a five-storey multi-purpose medical and community services complex, as well as a second residential tower.

### FAST FACTS

**CLIENT:**  
ST. JOHN McNICOLL CENTRE

**SQUARE FOOTAGE:**  
230,577 SF

**CONTRACT TYPE:**  
CONSTRUCTION  
MANAGEMENT

**ARCHITECT:**  
CXT ARCHITECTS



# Good Shepherd Women's Centre and Residential Apartments



## Not-for-Profit Social Services Campus

Good Shepherd serves troubled youth, abused women and children, the dying, the mentally and physically challenged, the hungry and the homeless. Their ultimate goal is to support people through crisis and assist them in re-establishing healthy and productive lives in the community. For a number of years, Good Shepherd has worked toward development of Good Shepherd Square, a unique campus of residential and social service buildings on an urban infill site in downtown Hamilton, Ontario. When complete, the complex will consist of a Women's Services Centre and three apartment buildings.

In 2009, Good Shepherd awarded the contract for construction of the Women's Services Centre to Maple Reinders. This 50,000 square foot facility accommodates a variety of services geared to women and children, including temporary housing and counselling services.

Soon after starting construction of the Women's Services Centre, Maple Reinders was retained by Good Shepherd as Construction Manager for the two adjoining apartment buildings. Each apartment building consists of an underground parking garage, open areas on the first floor for ancillary services, and seven stories of residential living. Combined, the two apartment buildings will offer 175,000 square feet of residential and mix-use space. After tendering the project to subtrades and suppliers, the Construction Management contract was converted to a fixed price, with the project completing in the spring of 2012.

### FAST FACTS

**CLIENT:**  
GOOD SHEPHERD CENTRES

**SQUARE FOOTAGE:**  
50,000 SF (WOMEN'S CTR)  
175,000 SF (RESIDENCES)

**CONTRACT TYPE:**  
CONSTRUCTION  
MANAGEMENT

**CONSULTANT:**  
THIER + CURRAN  
ARCHITECTS

**Maple Reinders**   
Integrity in Building Excellence

# Casa Del Lago Condominiums



## Two-Phase Residential Project

Osoyoos is situated on the Canada / US border in the Southern Okanagan Valley and is a beautiful resort and retirement town. Popular for its warm summer temperatures, mild winters, low rainfalls, and low average snowfall, Osoyoos has one of the most temperate climates in all of Canada. Osoyoos is Canada's only natural desert and receives approximately 2,000 hours of sunshine every year.

Maple Reinders was awarded the contract to construct condominiums in two phases for the Casa del Lago development in Osoyoos. Casa del Lago is a waterfront community offering townhomes and condos built on the shores of Osoyoos Lake, British Columbia.

The condominiums have been designed with a southwestern theme to capture the essence of Osoyoos' desert climate and take advantage of lake, mountain and orchard views. The complex incorporates features such as a reflecting pool, recreational amenities, beachfront access, clubhouse and fitness facility. The condominiums offer several unit choices with various finishes and available upgrades.

### FAST FACTS

**CLIENT:**  
COOPERATORS  
DEVELOPMENT  
CORPORATION LIMITED

**CONTRACT TYPE:**  
STIPULATED PRICE

**ARCHITECT:**  
HYWEL JONES ARCHITECTS

**Maple Reinders**   
Integrity in Building Excellence



# Extendicare Long Term Care



## New Long Term Care Facility

Maple Reinders was awarded the contract to construct a new 128-bed Long Term Care Facility in the town of Port Hope, Ontario.

The building is a two-storey wood frame construction building, with exterior finishes of brick veneer, pre-finished wood siding, and vinyl siding. The facility also incorporates a wood front entry porch, second floor balcony and courtyard trellis elements.

Residents live in four separate "home areas" of 32 beds each, making for more intimate living, lounging and eating spaces.

Extendicare residents also have the use of common rooms, an interfaith chapel, a "celebration" dining room, a beauty salon and a full conventional cooking central kitchen and central laundry.

### FAST FACTS

**CLIENT:**  
EXTENDICARE CORP.

**SQUARE FOOTAGE:**  
70,000 SF

**CONTRACT TYPE:**  
STIPULATED SUM

**ARCHITECT:**  
MONTGOMERY SISAM  
ARCHITECTS



# Trinity Village Care Centre



## New Long-Term Care Facility

This three-storey Long Term Care Facility is organized into an asymmetrical composition, with its four residential wings arranged in a "pinwheel" pattern around a landscaped courtyard, allowing for the preservation of mature trees on the site. The narrow floor plate also allows for cross ventilation.

The service and administration functions are housed on the ground floor of the northeast wing, perpendicular to the other residential wings. A link between the L-shaped wings contains all common areas such as living rooms, dining rooms, activity rooms, a spa and screened outdoor terraces. Features such as the living room fireplace, staff work area and central servery all provide touches of home.

Trinity Village Care Centre incorporates 90 single occupancy rooms and 30 double occupancy rooms (shared bathroom).

### FAST FACTS

**CLIENT:**  
TRINITY VILLAGE CARE  
CENTRE

**SQUARE FOOTAGE:**  
84,000 SF

**CONTRACT TYPE:**  
STIPULATED SUM

**CONSULTANT:**  
MONTGOMERY SISAM  
ARCHITECTS

# Arbour Creek Villa



## Long-Term Care Facility

Maple Reinders was the successful bidder for this four-storey 128-bed long term care seniors' facility. Before Maple Reinders could excavate the site, a three-month waiting period was required for an archaeological dig to locate possible artifacts on the historic site.

The main floor houses 32 residents with dementia and behavioural challenges, and is organized in two 16-bed living units with access to a therapeutic garden. The second and third floors each have two 16-bed care clusters. The fourth floor has 32 beds for non-seniors who are physically and cognitively disabled, including residents with Acquired Brain Injuries, and includes a roof-top terrace.

Ample space has been allocated for multi-purpose use including an examination and therapy room on each floor, and one infirmary. The facility has full amenities, including a residential kitchen, dining room, living room, leisure and recreation areas as well as personal laundry services. The development also includes a feature library, private dining room with outdoor terrace, and fully-furnished guest suite for overnight guests.

### FAST FACTS

**CLIENT:**  
THOMAS HEALTH CARE CORP.

**SQUARE FOOTAGE:**  
105,000 SF

**CONTRACT TYPE:**  
STIPULATED SUM

**ARCHITECT:**  
GAIL LAMB ARCHITECT



# Lee Manor Home for the Aged



## Long-Term Care Addition/Renovation

The County of Grey owns and operates Lee Manor, a 150-bed long term care facility in Owen Sound, Ontario. The age of the facility, along with new health care regulations, led the County to undertake a complete remodelling of Lee Manor.

The updated facility includes two new wings, an addition of two storeys above an existing single floor wing, and new service connections. New resident rooms, dining areas, nurse stations and service areas have been incorporated into the additions.

Upon completion of the additions, the entire existing facility was remodelled, including the enlargement of existing resident rooms, a new kitchen, program rooms, tub rooms and lounge areas.

The project required strict scheduling and phasing, as Lee Manor remained fully operational during all stages of construction. As Maple Reinders completed each phase, it was put into use by the owner, and newly vacated areas were, in turn, renovated.

### FAST FACTS

**CLIENT:**  
COUNTY OF GREY

**SQUARE FOOTAGE:**  
31,000 SF (ADDITION)  
60,000 SF (RENOVATION)

**CONTRACT TYPE:**  
STIPULATED PRICE

**ARCHITECT:**  
G.M. DIEMERT ARCHITECT

**Maple Reinders**   
Integrity In Building Excellence

# Oak Tree Manor



## Seniors Independent Living

Oak Tree Manor is a seniors facility that offers an independent lifestyle in a prestigious, but affordable, supportive living environment.

The facility is sited with panoramic views of Nanaimo's harbourfront, Protection and Gabriola Islands and the coastal mountain ranges.

Maple Reinders constructed the new facility, which offers sixty-six studio and one-bedroom suites with assorted floor plans varying in size from 374 to 574 square feet. Most suites offer scenic views of the waterfront. All suites are soundproofed and feature a kitchenette with refrigerator, wheelchair accessible bathroom with walk-in shower, gated underground vehicle and scooter parking, storage, security system, phone and cablevision outlets in living room and bedroom. Laundry facilities are located on each floor and a hair salon is offered on site. A comfortable multi-purpose lounge provides a venue for various activities such as movies and big-screen sporting events.

### FAST FACTS

**CLIENT:**  
NANAIMO SENIORS GROUP

**SQUARE FOOTAGE:**  
44,674 SF

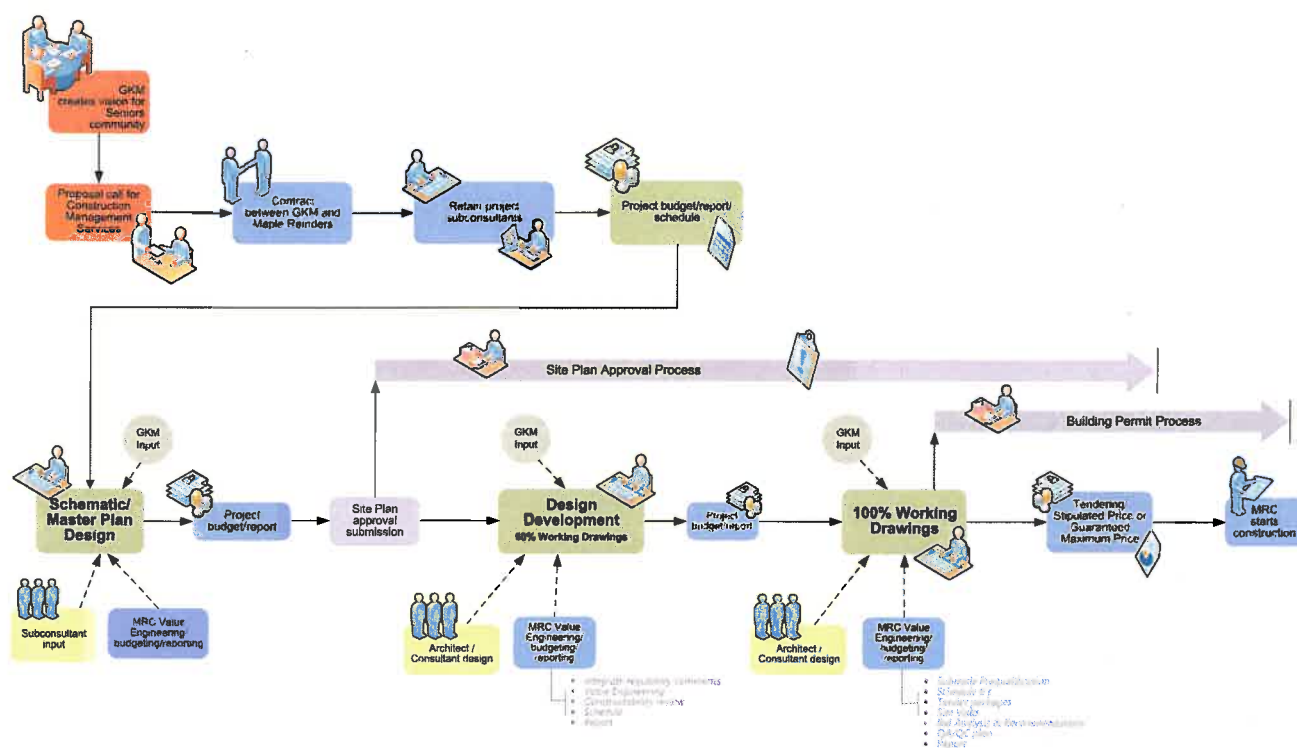
**CONTRACT TYPE:**  
STIPULATED PRICE

**ARCHITECT:**  
ROBERT BOYLE ARCHITECTS

## Appendix B

**Preconstruction Process Chart**









## 8.0 Fee Proposal

Our fee proposal for Construction Management Services for the new facility for GKM is based on the terms and conditions of the CCDC 5B – Construction Management Contract

- » **The Company:** including all benefits of Maple Reinders' expertise, buying power, extensive sub-trade and supplier base, and proven track record.
- » **Head Office support:** including Senior Management, clerical staff, accounting, miscellaneous supplies, rent, telephone, fax, computers.
- » **Senior Management:** Mr. Harold Reinders, President  
Mr. Keith Zorn, Division Manager  
Mr. Ray Veenstra, Project Director  
Mr. Calvin Vandersluis, General Superintendent

### Conditions:

- » The Fees are based upon a Phase 1 preliminary construction budget of approximately \$65,000,000.
- » The Fees to be paid on a monthly basis, as a percentage of *the Work* completed, through the duration of the project
- » HST is not included
- » All General Costs, site costs, project staff and equipment will be part of *the Work*, included in the construction budget, and are not part of the Construction Management Fee
- » The revised Construction Management Fee for "Phase 1", including the elevated parking structure and first residential tower is 2.75%. The fee for "Phase 1" is based on an agreement between Global Kingdom Ministries and Maple Reinders that Maple Reinders will be retained as the Construction Manager for "Phase 2", the second residential tower, under a similar contractual arrangement (CCDC5b) as in Phase 1 with the exception that the Construction Management Fee will be 3.25%

## 8.1 Pre-Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Pre-Construction Phase includes the following:

- » Attend regular project meetings
- » Develop a construction phasing plan and a master construction schedule
- » Provide ongoing value engineering input
- » Input design ideas based on similar project experience
- » Review and confirm established project budgets already in place
- » Develop Class D,C and B estimates
- » Assist in document development
- » Identify and define tender packages

- » Review and comment on the construction documents prior to tender
- » Lead, direct and coordinate the consultant team and GKM to achieve design, schedule and costing requirements
- » Shop drawing review and pre ordering for long lead items (as required)
- » Project tendering and development of a Class A estimate
- » Based on an approximate duration of 12 – 14 months

## 8.2 Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Construction Phase includes the following:

- » Finalize the schedule
- » Chair regular project meetings
- » Oversee construction process from construction, commissioning and end of warranty period
- » Maintain Quality Control
- » Maintain project control and scheduling
- » Cost control and accounting complete with monthly Progress Certificates
- » Manage submittals, shop drawings
- » Expedite delivery of materials
- » Management of subcontractors and suppliers
- » Resolve issues that arise during the course of construction
- » Arrange site inspections with the consultants
- » Ensure that "as-built" drawings, operations and maintenance manuals are completed
- » Lead and direct project commissioning
- » Based on construction duration of approximately 28 months

**"Phase 1" – Elevated Parking Structure and 1<sup>st</sup> Residential Tower**  
**CM Fee for the Preconstruction and Construction Phase –2.75%**

**"Phase 2" – 2nd Residential Tower**  
**CM Fee for the Preconstruction and Construction Phase – 3.25%**

## 8.3 Guaranteed Maximum Price or Stipulated Price Contract

Upon sufficient advancement of the Preconstruction Phase and at the discretion of GKM, a Guaranteed Maximum Price (GMP) or Stipulated Price (SP) can be established as part of the provisions within the contract. The GMP and/or the SP would be based on the specifications, drawings and tendering completed up to that point. It is common for the working drawings to be complete and have Maple Reinders fully tender the project prior to executing either of the contract options available to GKM.

During the Preconstruction all project costs and tender results will be open book using reporting structures that will ensure that there is financial transparency to GKM.

## 8.4 General Costs

The costs indicated below are part of Maple Reinders' General Costs which are proposed for this project. General Costs are allocated on an as-required basis only: each project requires different personnel, at differing levels, as well as different site equipment and services.

Item	Rate
<b>Office Personnel</b>	
President of MRC	Included in Fee
Project Director	Included in Fee
Division Manager	Included in Fee
Project Manager	\$ 95 / hour
Assistant Project Manager	\$ 85 / hour
Chief Estimator	\$ 95 / hour
Estimator	\$ 85 / hour
Project Clerical	\$ 50 / hour
<b>Site Personnel</b>	
Site Superintendent	\$ 95 / hour
Assistant Superintendent	\$ 85 / hour
Skilled Labour	\$ 65 / hour
Carpenter	\$ 67 / hour
Foreman	\$ 70 / hour
Safety Officer	\$ 85 / hour
General Superintendent	Included in Fee

- » All prices quoted are exclusive of HST
- » All General Costs and site costs will be part of the cost of *the Work*, included in the construction budget, and not part of the Construction Management Fee.
- » General costs are invoiced monthly, based on hours accrued at stated hourly rates.
- » Any in-house equipment rentals to be billed at market rates.
- » Reimbursable Expenses including printing, reproduction, courier, travel, insurance shall be billed at cost plus the stated Construction Management Fee.
- » Site equipment to be billed at standard Maple Reinders rates as part of the Cost of Work.
- » Office travel to be billed at \$0.50/km. Toll route fees to be billed at cost plus CM fee.
- » Rates quoted apply to December 2015. Rates are reviewed and adjusted annually.
- » This Proposal shall remain open for acceptance for a period of thirty (30) calendar days from the Proposal closing date.



## Supplementary Conditions to CCDC 5B – Global Kingdom Ministries Seniors Development

May 19, 2015

## SC 1 Add New GC 3.1.3

3.1.3 In performing its obligations under the Contract, the Construction Manager shall exercise a standard of care that would normally be provided by an experienced Construction Manager supplying similar services for similar projects.

## SC 2 Delete GC 3.5.1.2 and replace with new GC 3.5.1.2

3.5.1.2 monitor the progress of the Work relative to the construction schedule and update the construction schedule and critical path schedule at a minimum frequency of every two weeks using MS Project or similar software.

## SC 3 Delete GC 3.2.2.2

## SC 4 Add New GC 3.2.3.4

3.2.3.4 assume overall responsibility of the Owner's own forces or other contractors only with respect to compliance with the applicable health and construction safety legislation at the Place of Work subject to the Owner, the Construction Manager and Owner's own forces or other contractors entering into an agreement acknowledging the Construction Manager's responsibility and authority with respect to the applicable health and construction safety legislation.

## SC5 Add New GC 7.1.8 and 7.1.9

## 7.1.8 If the Owner is not able to:

7.1.8.1 obtain all required permits and approvals from bodies having jurisdiction to issue such approvals and permits, and which are required in order for the Project to proceed, or

7.1.8.2 obtain approval for the Project from the Owner's Board or other governing body which is required by the Owner's By-Laws or similar requirements to approved the Project

Then the Owner may terminate the Agreement prior to the start of the Construction Phase by providing Notice in Writing to the Construction Manager that the Owner is terminating the Agreement in accordance with 7.1.8.1 or 7.1.8.2. Such Notice in Writing shall include copies of any letters, notices or other similar documentation which substantiates that the approvals or permits required under 7.1.8.1 and/or 7.1.8.2 were not obtained.

7.1.9 If the Owner terminates the Agreement under the conditions set out in 7.1.8 the Construction Manager shall be entitled to be paid for all work performed including for loss sustained upon Products and Construction Equipment, and any other amounts payable to the Construction Manager pursuant to this Agreement, up to and including the date of termination.



May 19, 2015

## SC 6 Add New Part 13 – Liens

GC 13.1 The Construction Manager will advise the Owner of any disputes or disagreements with a Subcontractor or Supplier which in the Construction Manager's judgement, acting reasonably, may result in the filing of a lien against title to the Project.

GC 13.2 Subject to GC 13.2.1, if a Subcontractor to the Construction Manager registers a claim for lien, then all costs associated with vacating or discharging the claim for lien, including the costs of posting security, settling the lien claim, and paying the lien claimant, are Reimbursable Expenses as per Schedule A2, Item 5. These costs include, but are not limited to, all legal fees of the Construction Manager and any payments, including legal fees, made to the lien claimant.

13.2.1 If a Subcontractor, which term includes anyone working on the Project for whom the Subcontractor is responsible, to the Construction Manager registers a claim for lien, then all costs associated with vacating and discharging the lien, settling the lien, and paying the lien claim, including all legal fees and payments made to the lien claimant, are the responsibility of the Construction Manager, if:

- a) the claim for lien arises out work that the Subcontractor has performed, which work is a part of the Work;
- b) the Owner has approved the Work that includes the Subcontractor's work; and
- c) the Owner has paid the Construction Manager the amounts owing to the Construction Manager associated with the Work according to the applicable provisions of Part 5 – Payment of this Agreement.

13.2.2 For greater certainty, GC 13.2, rather than GC 13.2.1, applies if a Subcontractor register a claim for lien arising out of or relating to a dispute between the Owner and the Construction Manager or a dispute between the Construction Manager and a Subcontractor relating to the value of work completed, the amount of work certified, claims for delay, or other similar disagreements.

## SC 7 Add new GC 3.8.3

3.8.3 Title to Products shall transfer to the Owner the earliest of: (i) the date the Owner pays for the Products or a portion thereof; and (iii) the date the Products are incorporated into the Work. Notwithstanding the transfer of title from the Contractor to the Owner, the Contractor shall retain the risk of loss until Substantial Performance of the Work.

**Smith, Matthew**

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**From:** Oliver Eggert <OliverE@maple.ca>  
**Sent:** Thursday, October 22, 2020 10:37 AM  
**To:** Bulat, Dražen  
**Cc:** Joe Calabretta; Keith Zorn; Robert Zen; Derek Bunting; Kern Kalideen; jeffmurva@gmail.com; 'Tom Lodu'  
**Subject:** Re: Trinity Ravine - Prime Contract - Supplementary Conditions  
**Attachments:** 2020.10.22 - Maple GKM - Supplementary Conditions v5.5 (Maple)(redline v5.3 GKM).docx

Hi Dražen,

I've attached a v5.5 (redline v5.3) of the Supplementary Conditions, (v5.4 was an internal iteration at Maple). I have not included a "clean" version on the assumption that the attached will serve as the document the parties can review together to try and reach agreement on the few outstanding issues. In some cases, the discussion required is not around the drafting of provisions per se, but just ensuring that all parties "read them the same way".

I will follow up internally for some meeting dates and times that work for Maple and send a follow up email to this group. Thanks.

**Oliver Eggert**

Contracts & Risk Manager

**Maple Reinders Group Ltd.**

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**From:** Bulat, Dražen <dbulat@millerthomson.com>  
**Date:** Wednesday, October 7, 2020 at 11:33  
**To:** Oliver Eggert <OliverE@maple.ca>  
**Cc:** Joe Calabretta <jcalabretta@maple.ca>, Keith Zorn <KeithZ@maple.ca>, Robert Zen <RobertZ@maple.ca>, Derek Bunting <derekb@maple.ca>, Kern Kalideen <kernkalideen@gmail.com>, 'Tom Lodu' <tomlodu@trinityravine.com>, jeffmurva@gmail.com <jeffmurva@gmail.com>  
**Subject:** RE: Trinity Ravine - Prime Contract - Supplementary Conditions

Good morning Oliver,

I attach revised Supplementary Conditions along with a "compare" document which highlights the changes made when the attached version is compared to the "clean" version you sent on September 3, 2020.

Once you have had a chance to review the attached with your client I suggest we schedule a video or telephone conference call to work through any remaining issues.

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

These Supplementary Conditions shall amend and take precedence over the Articles, Definitions and General Conditions of CCDC 5B Construction Management Contract – for Services and Construction (2010) between Maple Reinders Constructors Ltd. (“Construction Manager”) and Global Kingdom Ministries Inc. (“Owner”) dated December 4, 2014 and including Contract Amendment No. 1 for Global Kingdom Ministries – Life Lease Phase 1 and Phase 2. Where any paragraph in the CCDC 5B – 2010 document is supplemented by one of the following, the provisions of such paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any paragraph in the CCDC 5B – 2010 document is amended, deleted or superseded by any of the following, the provisions of such paragraph not so amended, deleted or superseded, shall remain in effect. Where additions or deletions are made to the beginning or end of a sentence, capitalization, periods, and other punctuation shall be deemed to have been amended as required.

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SC 1 Article A-3, paragraph 3.1 – delete the text in the box at paragraph 3.1 and replace it with the following:

The project consists of two phases.

Phase 1 is two towers containing 605 rental units of varying sizes, and common 5 storey cast in place podium. The buildings will be cast in place and include two levels of underground parking, containing 372 parking stalls. The podium will contain amenity spaces, offices, commercial rental spaces, building facilities, and residential units. The towers will be 24 and 27 storeys and will include residential floors with mechanical floor and elevator machine room above each tower's top residential floor. The exterior envelope of both towers will consist of exterior precast concrete, prefinished aluminum cladding, and window wall assemblies. Total approximate construction budget is \$185 million. The estimated construction duration of Phase 1 is 45 months.

Phase 2 consists of a separate elevated parking structure consisting of 5 levels containing 752 parking stalls and two elevators. Total approximate construction budget is \$18,000,000. Estimated Phase 2 construction duration to be determined.

SC 2 Article A-5, paragraph 5.2.1 – delete paragraph 5.2.1.

SC 3 Article A-5, paragraph 5.2.2 – delete paragraph 5.2.2.

SC 4 Article A-5, paragraph 5.2.3 – delete paragraph 5.2.3 and replace it with the following:

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

An amount based on the time-based rates plus,

- (i) for time-based rates applicable to Phase 1, two decimal seven five percent (2.75%) of such time-based rates, and
- (ii) for time-based rates applicable to Phase 2, five decimal zero percent (5.0%) of such time-based rates,

for personnel employed by the Construction Manager as described in Schedule B to the Agreement and engaged in performing the Services to the level of effort agreed prior to the commencement of the Services. The Owner may by written request require the Construction Manager to provide prior to commencement of the Services an estimate of the total fee for Services to be performed based on the time-based rates for evaluation and verification purposes.

SC 5 Article A-5, paragraph 5.3.1 – delete paragraph 5.3.1 and replace it with the following:

A percentage fee of:

- (i) two decimal seven five percent (2.75%) of the Cost of the Work for Phase 1 earned as the Cost of the Work for Phase 1 accrues, and
- (ii) five decimal zero percent (5.0%) of the Cost of the Work for Phase 2 earned as the Cost of the Work for Phase 2 accrues.

If the Owner furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the Work, the Cost of the Work for purposes of establishing the Construction Manager's Fee for the Work is the cost of all materials and labour necessary to complete the Project as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction.

SC 6 Article A-5, paragraph 5.3.2 – delete paragraph 5.3.2.

SC 7 Article A-7, paragraph 7.1.9 – amend paragraph 7.1.9 as follows:

- (a) after the second occurrence of the word “and” in the first line insert “, except to the extent caused or contributed to by the Construction Manager's breach of its contract with a Subcontractor or Supplier, or due to the Construction Manager's negligence,”
- (b) at the end of the paragraph add, “; the Construction Manager shall provide Notice in Writing to the Owner before terminating a Subcontractor or Supplier's right to perform, or terminating a Subcontractor or Supplier's contract;”

SC 8 Add new Article A-13 Construction Act, as follows:

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

In accordance with section 87.3(1)(a) of the Construction Act, R.S.O. 1990, c. C.30 (the “Act”) the Act and the regulations as they read on June 29, 2018 shall apply to this Contract which was entered into before July 1, 2018.

SC 9 GC 1.3, add a new paragraph 1.3.3 as follows:

1.3.3 Subject to the provisions of GC 12.2 Waiver of Claims and other express provisions in the Contract Documents which shall govern over this paragraph 1.3.3, to be effective, a waiver of a right, remedy, duty or obligation under this Contract must be expressly written by an authorized representative of the party. For greater certainty, actions of the Owner which shall not constitute a waiver include, but are not limited to, the following:

- .1 making partial payments to the Construction Manager;
- .2 any partial or entire use or occupancy of the Project by the Owner;
- .3 final acceptance of the Work by the Owner;
- .4 failure of the Owner or its representatives to object to known defects;
- .5 specifying a list of defects will not be held a waiver of defects not listed.

SC 10 GC 3.1, add new paragraphs 3.1.3 to 3.1.8 as follows:

3.1.3 In performing its obligations under the Contract, the Construction Manager shall exercise a standard of care that would normally be provided by an experienced construction manager supplying similar services for similar projects. The Construction Manager acknowledges and agrees that, throughout this Contract, the Construction Manager's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Construction Manager shall exercise the same standard of care, skill and diligence in respect of any Products, Subcontractors, Suppliers, personnel or procedures which it may recommend to the Owner or employ on the Project.

3.1.4 In consultation with the Owner and the Consultant, the Construction Manager shall review, update and refine the Project budget for the approval of the Owner on a monthly basis, identifying component areas which have slipped from the budget and the measures, if any, which could be undertaken to bring the cost back within the approved Project budget.

3.1.5 With the Owner and the Consultant, the Construction Manager shall identify and pre-qualify those trades which have the skill, judgment, experience and financial capability to perform parts of the Work, and shall arrange for the advertising of tender calls. The Construction Manager shall ensure that, where the Owner directs, the Subcontractor

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

and Supplier contracts include an obligation on the Subcontractors or Suppliers, as the case may be, to deliver a labour and material payment bond and a performance bond in amounts specified by the Owner (up to an amount equal to the contract price), such bonds to provide that the Owner is named as a "Dual Obligee"~~"co-obligee" or an "additional named obligee"~~. [1]

### 3.1.6 The Construction Manager shall:

- .1 analyze the trade bids received and make recommendations to the Owner and the Consultant;
- .2 provide advice with respect to options available to redesign and reduce costs should trade bids exceed budgeted costs;
- .3 once awards are approved by the Owner, enter into contracts directly with trades approved by the Owner and obtain from all Subcontractors and Suppliers any and all bonds, certificates of insurance and any other documentation required as forming part of the Subcontractor or Supplier contracts.

### 3.1.7 The Construction Manager shall obtain competitive tenders from trades for all divisions of the Work, provided that the Construction Manager may self-perform the following items of the Work:

- unanticipated additional hoarding not included in contracts with Subcontractors;
- general cleaning, housekeeping, but not including final cleaning;
- general labour;
- safety, temporary barricades, guard rails, bump lines, restricted access;
- snow and ice clearing, street cleaning, surface dewatering;
- traffic control, logistics coordination;
- winter protection and heat;
- enclosures, screens and dust control barriers and systems not included in Subcontractor contracts;
- any other activity specifically authorized by the Owner;
- minor demolition, minor excavation, hand excavation;
- miscellaneous concrete;
- rough carpentry;
- supply of services or materials resulting from emergencies;
- installation of miscellaneous steel items;
- fire stopping;
- interior caulking;
- installation of door frames, doors and door hardware;
- installation of miscellaneous millwork.



## Supplementary Conditions v5.4 (Maple) – October 13, 2020

In addition, the Construction Manager may self-perform the following items if competitive tenders are not available or if competitive tenders received do not meet standards acceptable to the Owner, and only after receiving the Owner's prior written approval:

- installation of millwork cabinetry;
- installation of countertops;
- installation of laminated flooring;
- installation of washroom accessories;
- installation of window blinds;
- installation of any other Products sourced from China and not already included in this list;
- any other activity specifically authorized by the Owner.

3.1.8 During the Project, unless otherwise required by this Contract, the Construction Manager shall provide a monthly written report to the Owner. This monthly report shall include:

- .1 an overview report on the state of the Project including a status update on the Project budget;
- .2 an update of the Project schedule reflecting all of the activities at the actual start, actual finish, and percentage of completion of those activities;
- .3 a list of critical issues requiring resolution including dates by which decisions are required and by whom;
- .4 proposed or anticipated changes of which the Construction Manager is aware, and their expected impacts on the Project;
- .5 claims or anticipated claims against the Construction Manager, the Owner or the Project of which the Construction Manager is aware;
- .6 correspondence or other documents and information received by the Construction Manager and not already copied to the Owner relating to issues or events that may have the effect of increasing the Price of the Work and/or delaying Substantial Performance of the Work.

SC 11 GC 3.2, paragraph 3.2.2.2 – delete paragraph 3.2.2.2

SC 12 GC 3.2, add new paragraph 3.2.3.4 as follows:

3.2.3.4 assume overall responsibility of the Owner's own forces or other contractors only with respect to compliance with the applicable health and construction safety legislation at the Place of Work subject to the Owner, and Owner's own forces or other contractors

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

entering into an agreement acknowledging the Construction Manager's responsibility and authority with respect to the applicable health and construction safety legislation.

SC 13 GC 3.5, paragraph 3.5.1.2 – delete paragraph 3.5.1.2 and replace it with the following:

3.5.1.2 monitor the progress of the Work relative to the construction schedule and update the construction schedule and critical path schedule at a minimum frequency of every two weeks using MS Project software. The Construction Manager shall provide the schedule updates in native editable electronic file format, to be prepared with the input from, and after consultation with, Subcontractors and Suppliers whose activities affect the critical path.

SC 14 GC 3.7, amend paragraph 3.7.2 by deleting the word “acceptance” and replacing it with “approval” in the last line of that paragraph.

SC 15 GC 3.8, add new paragraphs 3.8.3 and 3.8.4 as follows:

3.8.3 Title to Products shall transfer to the Owner the earliest of: (i) the date the Owner pays for the Products or a portion thereof; and (ii) the date the Products are incorporated into the Work. Notwithstanding the transfer of title from the Contractor to the Owner, the Contractor shall retain the risk of loss until Substantial Performance of the Work.

3.8.4 The Owner or the Consultant, acting reasonably, shall have the right to order the Construction Manager to remove from the Project, without cost to the Owner, any representative or employee of the Construction Manager or a Subcontractor or Supplier whose conduct, in the opinion of the Owner or the Consultant, jeopardizes the safety or security of the Project or any person or the Owner's operations or is a detriment to the Project. Immediately upon receipt of such order the Construction Manager shall make arrangements for the appointment of a replacement representative or employee acceptable to the Owner.

SC 16 GC 5.3, amend paragraph 5.3.1 by deleting the words “20 calendar days” and replacing them with “45 [•] [2] calendar days”.

SC 17 GC 5.4, amend paragraph 5.4.4 by adding the following to the end of that paragraph:

Without limiting the generality of the foregoing, the Construction Manager shall include the following with each application for payment:

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

- .1 detailed breakdown of the amount applied for broken down and tracked against the budget for the Project, and in a format acceptable to the Owner, and
- .2 electronic copies of each Subcontractor and Supplier invoice applicable to the current application for payment, together with relevant backup documentation, and
- .3 if a fixed monthly or other periodic rate has not been agreed to, electronic copies of invoices, statements and internal cost reports evidencing the costs incurred by the Construction Manager for general conditions costs;
- .4 PDF copies of timesheets or other supporting documents in support of Construction Manager's self-performed work;
- .5 current WSIB clearance certificate, and
- .6 for the second and succeeding applications for payment, a Statutory Declaration in the form CCDC 9A-2018. Where the Construction Manager has withheld prior payments to Subcontractors or Suppliers by reason of a legitimate dispute, the Construction Manager shall attach a schedule to CCDC 9A-2018 listing (a) the Subcontractors and Suppliers from whom payments have been withheld, (b) the amounts withheld, and (c) a brief description of the dispute, and
- .7 such other relevant documents and information as the Owner may reasonably request.

SC 18 GC 5.4, delete paragraph 5.4.7.3 and replace it with the following:

5.4.7.3 the Owner shall pay the Construction Manager the amounts certified in the application for payment as provided in Article A-9 of the Agreement – PAYMENT no later than 45 [•] [3] calendar days after the Owner's receipt of the Construction Manager's application for payment.

SC 19 GC 5.5, add new paragraph 5.5.4 as follows:

5.5.4 The following documents shall be submitted to the Owner prior to the date on which the holdback is due for payment under GC 5.6.4:

- .1 guarantees, warranties and certificates;
- .2 testing reports and spare parts;
- .3 Shop Drawings;
- .4 maintenance and operating manuals, instructions and materials;
- .5 existing reports and correspondence from authorities having jurisdiction, and
- .6 all other close-out materials or documents required to be submitted under the Contract.

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

If one or more of the documents listed above has not been submitted the Owner may withhold an amount reflecting the value of the missing documents (the value to be determined by the Consultant, acting reasonably, and in consultation with the Construction Manager and the Owner), from the holdback amount (or such other amounts as may be due and owing to the Construction Manager), until such time as the missing documents are delivered to the Owner.

SC 20 GC 5.6, delete paragraph 5.6.3

SC 21 GC 5.8, amend paragraph 5.8.4 by deleting the words “5 calendar days” and replacing them with “10 calendar days”.

SC 22 GC 5.9, add new paragraphs 5.9.2 and 5.9.3 as follows:

5.9.2 Notwithstanding any provision in the Contract Documents to the contrary, the Owner may withhold payment on any certificate for payment to the extent required to offset (a) any previous over-payment made to the Construction Manager, or (b) an amount, to the extent necessary to protect the Owner from loss or damage or potential loss or damage as a result of:

- .1 the Construction Manager’s default under the Contract Documents and any such default is continuing;
- .2 defective Work not remedied;
- .3 claims for which the Construction Manager may be responsible to indemnify the Owner;
- .4 the Construction Manager’s failure to make prompt payments to Subcontractors and Suppliers respecting Work for which the Owner has made payment to the Construction Manager.

SC 23 GC 6.1, amend paragraph 6.1.2 by adding the following to the end of that paragraph:

Without limiting the generality of the foregoing, under circumstances of expediency the Construction Manager may proceed with a change in the Work without first obtaining a Change Order or a Change Directive where it has received from the Owner or the Consultant some form of written or e-mail direction agreeing to the change, in which case such change and the value of such change, if any, will be determined pursuant to GC 6.2 – CHANGE ORDER.

SC 24 GC 6.2, add a new paragraph 6.2.4 as follows:

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

6.2.4 An adjustment to the Contract Time will be considered only when the Construction Manager demonstrates to the Owner that a change in the Work affects the critical path of the Work. Any costs associated with an adjustment to the Contract Time shall be identified by the Construction Manager and shall be limited to the reasonable direct costs directly attributable to the adjustment to the Contract Time. Notwithstanding the preceding, if a subsequent change results in Work which was not previously on the critical path becoming Work on the critical path, the Construction Manager shall be entitled to an adjustment in the Contract Time therefor.

SC 25 GC 6.5, add new paragraph 6.5.3.0 as follows:

6.5.3.0 acts, orders, legislation, regulations or directives of any court, government or other public authority, including stop work orders or Project closures or suspensions, made or issued as a result of a declaration of a state of emergency or the occurrence of an epidemic or pandemic,

SC 26 GC 6.5, amend paragraph 6.5.3.4 by adding the following after the word “control”:

(which for greater certainty includes the default or failure to perform of any Subcontractor or Supplier, except to the extent that such default or failure to perform was caused or contributed to by the Construction Manager’s breach of its contract with a Subcontractor or Supplier, or the Construction Manager’s negligence),

SC 27 GC 6.5, amend paragraph 6.5.4 by deleting the words “10 Working Days after the commencement” and replacing them with “5 Working Days after the Construction Manager becomes aware of the commencement”.

SC 28 GC 6.5, add new paragraph 6.5.6 as follows:

6.5.6 For greater certainty, it is the intention of the parties that an extension for delay will be considered only when the Construction Manager demonstrates to the Owner that the delay affects the critical path of the Work. Notwithstanding the preceding, if a subsequent delay results in Work which was not previously on the critical path becoming Work on the critical path, the Construction Manager shall be entitled to an adjustment in the Contract Time, if applicable. Further, and without in any way limiting the generality of the foregoing, it is a condition precedent to the Construction Manager’s claim for extension of the Contract Time and for an adjustment of the Construction Manager’s Fee, that the notice provisions in this paragraph be strictly adhered to in each instance, except where the event of delay itself reasonably precludes strict adherence to such notice provisions. If the Construction Manager fails

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

to comply with such notice provisions, it shall be deemed to have waived the right to claim for the effects of delay, including any claim for additional compensation.

SC 29 GC 7.1, amend paragraph 7.1.2 by deleting the words “and if the Consultant has given a written statement to the Owner and Construction Manager” and replacing them with, “and if before the Owner sends its Notice in Writing the Consultant has given a written statement to the Owner and Construction Manager”

SC 30 GC 7.1, add new paragraphs 7.1.8 and 7.1.9 as follows:

7.1.8 If the Owner is not able to:

- .1 obtain all required permits and approvals from bodies having jurisdiction to issue such approvals and permits, and which are required for the Project to proceed, or
- .2 obtain approval for the Project from the Owner’s board or other governing body which is required by the Owner’s By-Laws or similar requirements to approve the Project, or
- .3 obtain financing for the Project on terms satisfactory to the Owner, in its sole discretion,

then the Owner may terminate this Contract for its convenience by providing Notice in Writing to the Construction Manager that the Owner is terminating the Contract in accordance with 7.1.8.1 or 7.1.8.2 or 7.1.8.3. Such Notice in Writing shall include copies of any letters, notices or other similar documentation which substantiates that the approvals or permits or financing were not obtained.

7.1.9 If the Owner terminates the Contract under the conditions set out in 7.1.8 the Construction Manager shall be entitled to be paid for all Services and Work performed up to and including the date of termination, including for loss sustained upon Products and Construction Equipment, the costs to cancel any subcontracts and purchase orders, and any other amounts payable to the Construction Manager pursuant to this Contract.

7.1.10 If, after a termination under 7.1.8, (1) the Owner subsequently proceeds with construction the Project within 12 months after the date of termination, or (2) sells the project or the right to develop the project to another party, then the Construction Manager shall be entitled to a payment of \$[•] [4]

SC 31 GC 7.2, delete-amend paragraph 7.2.2 by deleting “20” and replacing it with “120” [5]



## Supplementary Conditions v5.4 (Maple) – October 13, 2020

SC 32 GC 7.2, amend paragraph 7.2.3.4 by deleting the words “confirms by written statement to the Construction Manager that” and replacing them with “has, before the Construction Manager sends its Notice in Writing, given a written statement to the Owner and the Construction Manager that”<sup>[6]</sup>

SC 33 GC 7.2, delete paragraph 7.2.5 and replace it with the following:

- 7.2.5 If the default cannot be corrected within the 5 Working Days specified in paragraph 7.2.4, the Owner shall be deemed to have cured the default if it:
- .1 commences and is diligently proceeding with the correction of the default within the specified time;
  - .2 provides the Construction Manager with an acceptable schedule for such correction; and
  - .3 completes the correction in accordance with such schedule.
- 7.2.6 If the Construction Manager terminates the Contract under the conditions described in this GC 7.2, the Construction Manager shall ensure the Place of the Work is left in a safe and secure condition as required by authorities having jurisdiction and the Contract Documents (the costs required to do shall be Cost of the Work and be payable under this GC 7.2.6), and shall be entitled to be paid for all Services and Work performed to the date of termination.

SC 34 GC 9.4, add new paragraphs 9.4.2 to 9.4.4 as follows:

- 9.4.2 Without limiting the generality of paragraph 9.4.1, the Construction Manager shall be and shall assume all of the responsibilities of the “constructor” under the Occupational Health and Safety Act (Ontario) and shall file the “Notice of Project” with the appropriate government agency.
- 9.4.3 The Construction Manager shall be solely and exclusively responsible for controlling the workplace and the Place of the Work and shall take all steps to effectively direct and supervise the Work in order to ensure conformity and compliance with the Occupational Health and Safety Act (Ontario) and all other applicable construction health and safety requirements, regulations, industry standards and guidelines. The Construction Manager represents and warrants to the Owner that appropriate health and construction safety instruction and training has been, or will be, provided to the Construction Manager’s employees, Subcontractors, Suppliers and all others attending at the Place of the Work. Where applicable, the Construction Manager also undertakes to provide such construction health and safety instruction and training to the Owner’s

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

representatives, the Owner's own forces, and other contractors. No comments, suggestions or instructions from the Owner, the Consultant, or any other representative of the Owner are to be relied upon or assumed to reduce or replace the Construction Manager's designation as the "constructor" or its responsibility for construction safety on the Project.

- 9.4.4 The Construction Manager shall indemnify and save harmless the Owner and its agents, officers, directors, employees, consultants, successors and assigns from and against any and all liability, costs, expenses, fines, damages and all other consequences arising from any and all safety infractions on the Project, whether under the Occupational Health and Safety Act (Ontario) or otherwise, including the payment of legal fees and disbursements on a full indemnity basis, except for infractions committed by Owner and its agents, officers, directors, employees, consultants, successors and assigns due to their failure to abide by the health and safety policy of the Construction Manager.

SC 35 GC 11.1, paragraph 11.1 – delete subparagraph 11.1.1.4 in its entirety without replacement

SC 36 GC 11.1, add new paragraph 11.1.9 as follows:

11.1.9 The Owner shall provide, maintain and pay for the following insurance coverages:

- (a) "All Risks" Course of Construction Property, including Boiler and Machinery;
- (b) "Wrap-Up" Commercial General Liability; and
- (c) Project Specific Professional Liability,

such policies shall include the Construction Manager and all Subcontractors and Suppliers as a named insured or additional insured as applicable under all such policies, shall contain a waiver of subrogation against the Construction Manager and all Subcontractors and Suppliers, and shall be primary to any other insurance policy required to be provided by Construction Manager and the Subcontractors and Suppliers. The Owner shall provide the Construction Manager with a full copy of such insurance policies (with premiums redacted) for its review and approval.

SC 37 GC 11.2, delete paragraph 11.2.1 and replace it with the following:

11.2.1 The Construction Manager shall:

- .1 if and when [ 7] the Owner directs, provide to the Owner a labour and material payment bond and a performance bond in amounts specified by the Owner, provided that the value of such bonds shall not be greater than the value of the construction budget; [ 8] and

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

- .2 for all Subcontractor and Supplier contracts identified by the Owner pursuant to paragraph 3.1.5 of GC 3.1 – CONTROL OF THE WORK, the Construction Manager shall provide and deliver to the Owner the specified labour and material payment bonds and performance bonds securing the performance of each such Subcontractor and Supplier, such bonds to provide that the Owner is named as a “Dual Obligee” ~~“co-obligee” or an “additional named obligee”~~. All such original bonds shall be delivered to the Owner prior to the Subcontractor or Supplier commencing Work on the Project. All premium and other costs of such bonds shall be included in the cost of the Subcontractor and Supplier contracts. [9]

SC 38 GC 12.1, add new paragraph GC 12.1.7 as follows:

12.1.7 Notwithstanding any other provision of this Contract, neither the Owner nor the Construction Manager shall be liable to the other, whether for breach of this Contract, in tort or on any other basis whatsoever, for punitive, exemplary or aggravated damages, for consequential, indirect or special damages, for loss of profit, loss of revenue, loss of use, loss of opportunity, loss of production, loss of business or loss of business opportunity costs and damages, whether direct or indirect, and, with respect to the Construction Manager regardless of whether any such costs, damages or claims are made or incurred by any Subcontractor or Supplier.

SC 39 GC 12.3, paragraph 12.3.4 – delete paragraph 12.3.4 and replace it with the following:

12.3.4 Subject to paragraph 12.3.2, the Construction Manager shall correct promptly, defects or deficiencies in the Work which appear prior to and during the one-year warranty period. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defects or deficiencies shall be at the Construction Manager's expense.

SC 40 GC 12.3, paragraph 12.3.5 – delete paragraph 12.3.5 and replace it with the following:

12.3.5 The Construction Manager shall correct damage resulting from corrections made under the requirements of paragraph 12.3.4. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the cost to correct such damage shall be at the Construction Manager's expense.

SC 41 Add New Part 13 – Other Provisions as follows:

Part 13 – Other Provisions

GC 13.1 LIENS [10]

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

- 13.1.1 The Construction Manager will advise the Owner of any disputes or disagreements with a Subcontractor or Supplier which in the Construction Manager's judgement, acting reasonably, may result in the filing of a lien against title to the Project.
- 13.1.2 Subject to paragraph 13.1.3, if a Subcontractor or Supplier, which for the purposes of this GC 13.1 includes anyone working on the Project for whom a Subcontractor or Supplier is responsible, registers a claim for lien, then all costs reasonably incurred by the Construction Manager to vacate or discharge the claim for lien, including but not limited to the costs of posting security and reasonable legal fees of the Construction Manager, are Reimbursable Expenses as per Schedule A2, Item 5.
- 13.1.3 The costs incurred by the Construction Manager pursuant to paragraph 13.1.2 shall not be Reimbursable Expenses:
- .1 if the claim for lien arises out of Work for which the Construction Manager has invoiced the Owner, and the Owner has paid the Construction Manager the amounts owing in accordance with the applicable provisions of Part 5 – Payment of the General Conditions; or
  - .2 if subject to 13.1.4 below, to the extent that the lien relates to or arises from a dispute between the Construction Manager and the Subcontractor or Supplier,
- then all costs and expenses incurred by the Construction Manager to vacate or discharge the claim for lien shall not be Reimbursable Expenses and shall not be charged to the Owner.
- 13.1.4 For greater certainty, paragraph 13.1.2, rather than 13.1.3, applies if a Subcontractor or Supplier registers a claim for lien relating to the value of work completed, the amount of work certified, claims for delay, disputed changes or scope of work, or other similar disagreements:
- .1 arising out of or relating to a dispute between the Owner and the Construction Manager, or
  - .2 arising out of or relating to a dispute between the Construction Manager and a Subcontractor or Supplier arising out of the interpretation of the Contract Documents, if the Owner agrees with the Construction Manager's position in the dispute.

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

## GC 13.2 CONSTRUCTION MANAGER'S USE OF PERMANENT EQUIPMENT OR SYSTEMS

13.2.1 The Construction Manager shall not make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the Work, including the HVAC system and elevators, without the Owner's prior express written consent as provided in this GC 13.2.

13.2.2 If the Construction Manager intends to make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the Work, including the HVAC system and elevators, the Construction Manager shall:

- .1 notify the manufacturers of such systems and equipment of the Construction Manager's intention to use such systems or equipment and obtain from the manufacturers written confirmation of the impact, if any, on the start and duration of the manufacturer's warranty period; and
- .2 obtain a quote from each manufacturer of the cost to extend the warranty period by a period of time equivalent to the time the warranted systems or equipment will be used prior to Substantial Performance of the Work; and
- .3 obtain the manufacturers' instructions regarding any preventative maintenance services to be performed on such systems and equipment; and
- .4 submit a written request to the Owner for consent to use such systems or equipment, which report shall include all of the information received from the manufacturers of such systems or equipment.

13.2.3 If the Owner consents to the Construction Manager's use of elements of the mechanical and electrical systems or equipment, the Construction Manager shall:

- .1 operate and maintain such systems and equipment in strict compliance with the requirements set out in the Specifications and any instructions received from the manufacturers of such systems and equipment; and
- .2 perform all preventative maintenance services on such systems and equipment in accordance with the Specifications and any instructions received from the manufacturers of such systems and equipment; and
- .3 before applying for the certificate of Substantial Performance of the Work, clean and make good, to the satisfaction of the Consultant, all such systems and equipment as it had been permitted to use.

All costs associated with the Construction Manager's use of such systems and equipment, including all costs of the preventative maintenance services, cleaning and making good, shall be Cost of the Work.

## Supplementary Conditions v5.4 (Maple) – October 13, 2020

## GC 13.3 RIGHT OF ENTRY

13.3.1 The Owner reserves the right to access, enter, occupy, take possession of and use for any intended purpose any portion or all of the undelivered portion of the Project even though Substantial Performance of the Work may not have been attained, provided that such access, entry, occupation, taking of possession or use will not interfere, in any material way, with the progress of the Work. The access, entry, occupation, taking of possession or use of any such portion of the Project shall not be deemed to be the Owner's acknowledgement or acceptance of the Work or Project nor shall it relieve the Construction Manager of any of its obligations under the Contract, including the Construction Manager's designation and obligations as "constructor" under the Occupational Health and Safety Act (Ontario), and the Construction Manager's obligations respecting construction health and safety and all related rules, regulations and practices shall continue to apply notwithstanding such access, entry, occupation, taking of possession or use.

## GC 13.4 CONTRACT TIME IS OF THE ESSENCE

13.4.1 The parties agree that Contract Time shall be of the essence.



This is Exhibit "MM" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# Global Kingdom Ministries Church Inc.

## Board of Directors Meeting

Date: January 19<sup>th</sup>, 2021

Location: Zoom Conference Call

Time: 7:00 p.m.

### Attendees:

#### Directors:

Pastor Bob Johnston (Chair)  
 Jeremy Anderson (Secretary)  
 Chris Kean  
 Johnson Babalola  
 Mark Steele  
 Jasmine Dunston

Ruby Dean  
 Sonia Goodridge (absent)  
 Paul Singh  
 Donna Lodu  
 Anand Nathan  
 Fred Mitchell

#### Guests:

Kern Kalideen  
 Anne Lee

Pastor Tammy Isaacs

### 1. Prayer

Pastor Bob Johnston opened the meeting at 7:05 p.m. with a reading from 2 Cor 3 followed by a brief exhortation and sharing of testimony from around the table. Paul Singh then opened the meeting in prayer.

### 2. Business

#### a) The evening's agenda dated January 19<sup>th</sup>, 2021 was moved for acceptance as presented.

Moved: Jeremy Anderson  
 Seconded: Donna Lodu  
 Accepted

#### b) Minutes

The minutes of the previous meeting held on December 15<sup>th</sup>, 2020, which was sent prior to the meeting was presented for review and approval.

Moved: Jeremy Anderson  
 Seconded: Jasmine Dunston  
 Accepted

Business arising from Minutes: None

## c) Financial Update

Anne Lee, Treasurer, has been busy with year-end audits but gave a brief update on donations as per below with the note that

Q1 Donation Revenue compared to Q1 last year.

- Est. Q1 Revenue \$792k
- Q1 Last Year Revenue \$842k
- Est. drop of donation revenue \$50k (6%)

Q1 Donation Revenue compared to Q1 Budget

- Est. Q1 Revenue \$792k
- Budget Revenue \$736k
- Est. increase of donation revenue \$56k (7.6%)

Donation for first 2 weeks in January 2021 - \$43k per week (normal after Christmas and year end)

- Q1 Actual Net Income vs Q1 Budget – Est \$74k above budget
- Q1 Operating Expenses vs Q1 Budget – Est. \$50k less than budget

Not expecting to meet Q2 budget.

We have not yet applied for and wage and rent subsidies for this period. We have until the end of April to apply for some of the subsidies. We are not eligible for rebates or subsidies under the Energy Program and we missed the deadline for the Emergency Support.

We have given some of the pledged support to PAOC but have held back a portion for now. It was clarified that we will make up on the pledged amount.

Johnson Babalola mentioned that there are other programs that we could potentially apply to and will follow up with Pastor Ben and Anne on other grant programs we can apply to.

Post Audit Meeting will most likely be the 2<sup>nd</sup> week of February. The CRA Audit is still ongoing. Tentative date for the ABM is March 3<sup>rd</sup>, 2021.

It was explained to the Board of Directors that it was necessary to pass a resolution to change the Fiscal Year for GKMC. The current fiscal year is January 1 to December 31. This will be changed to October 1 to September 30, which is the same as GKM. The motion was made, carried and resolution approved.

#### **CHANGE OF YEAR END**

**WHEREAS** the directors of the Corporation (*Business Number 746524883RR0001*), formerly Fred Mitchell Ministries Inc., have determined that it is in the best interests of the Corporation to change the fiscal year end of the Corporation;

**BE IT RESOLVED THAT** the fiscal year of the Corporation be 1<sup>st</sup> day of October to the 30<sup>th</sup> day of September. This shall result in a 9-month fiscal reporting period of January 1<sup>st</sup> to September 30<sup>th</sup> for the year ending September 30<sup>th</sup>, 2020 and thereafter shall follow a regular twelve-month reporting period of October 1<sup>st</sup> to September 30<sup>th</sup>.

Having achieved a quorum of directors for the meeting in accordance with the by-laws of the Corporation, the foregoing resolution is approved on motion made and carried on the 19th day of January 2021.

d) Ministry Update

Pastor Tammy Isaacs was invited into the meeting to share an update on the prayer ministry. She shared with the meeting that we have launched Zoom Prayer Rooms, using the breakout room feature available in Zoom meeting application. People can join the Zoom meeting and they are placed in a breakout room with a member of the prayer team for individual prayer. If all breakout rooms are full, people are placed in the waiting room and assigned once a room is available. During the days of fasting and prayer there many who joined the zoom prayer rooms for individual rooms. Pastor Tammy mentioned that people were healed, delivered and filled with the Holy Spirit after receiving prayer in the Zoom Prayer Rooms. The plan is to expand on this and try the Zoom Breakout Rooms as “altar time” at the end Sunday after morning services. The Zoom Prayer rooms will also be open on Thursday night in conjunction with Thursday Night Prayer. We will be sending out “Can We Pray” cards to the community as invitation for anyone who would like to receive prayer, to call in to the prayer line to receive prayer. Anyone from the Board who would like to be a part of the prayer team can reach out to Pastor Tammy.

Pastor Robyn Fairweather will now be responsible for working with the Care Team. One event thing being planned is a Celebration of Life Service for those who have lost loved ones over the past year but due to Covid-19 and the restrictions have not been able to have regular celebration services. People will be able to send in pictures of loved ones and we will have a special service to honour their memory.

Pastor Bob thanked Pastor Tammy for taking the time to present and she then exited the meeting. The meeting continued with the next agenda item.

e) TRC Update

Kern Kalideen brought an update to the Board on the status of the TRC project and the approval process with CMHC. In the meeting with CMHC on January 14<sup>th</sup>, 2020, the team at CMHC shared that they would not proceed with our application for funding. The major concerns that CMHC expressed were with the experience of Maple Reinders in completing multiple projects of a similar scale on time and on budget; that we do not have a strong enough balance sheet to back the project on our own. CMHC wants 100% recourse for the project through to lease-up; lack of experience running a similar operation; concerns with the operating costs and market rents used in the proforma. While this was not the answer we were hoping for, Kern laid out the options for moving forward:

1. Tridel Group. - There was a positive 1<sup>st</sup> meeting with the VP on Construction for Deltera, Mario Cimicata, on Monday January 18<sup>th</sup>. (Construction Management Company withing the Tridel Group of Companies). They are willing to consider taking over the construction management contract for the project from Maple Reinders. They were also asked about possible equity investment in the project. Bringing Tridel into the picture could change things with CMHC.
2. Other Joint Venture Options – Centurion has come back to us with a proposal for building Phase 1. This would require another joint venture partner.
3. Quiet Exploration of Sale – Explore a quiet sale of property in parallel with Tridel options to individual developers quietly to see what offers are presented. Will also give us an idea of the market.

4. Public Listing – Select either Colliers or Cushman Wakefield as brokers to sell list and sell property. One thing to be determined is whether to apply for refund of Development Charges at the same time of listing or not. DCs will be provide fund for repayment of around 46% of deposits. However, it will cancel any plans to build and reduce the attractiveness of the sale to developers.

The City of Toronto is not happy with CMHCs decision and they really want the project to happen and are willing to work with us to see what they can do help the project from a cost perspective. First National is prepared to advance us the funds to repay deposits if we can get to prioritization with CMHC.

It was mentioned during the discussions that we will be applying to PAOC Pension Fund to take over the RBC Swap Loan and hold the mortgage only on the church property. PAOC Pension Fund can lend us \$7.3 million. It was requested if they could do more, to possibly cover the Owemanco Loan as well, but they can only lend us \$7.3 million. The funds are “set aside” for us pending our submission of the application and its approval.

The meeting was adjourned at 9:03 p.m. and Jeremy Anderson closed in prayer.

Next Meeting: February 16<sup>th</sup>, 2020.

This is Exhibit "NN" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



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TRINITY RAVINE  
COMMUNITY

Dear Purchaser:

Today, we write to advise you that the Trinity Ravine Towers Life Lease project cannot proceed as originally proposed.

Since announcing the Trinity Ravine Towers project in 2016, we have moved the project along as quickly as we could, seeking Ontario Municipal Board approval of the necessary rezoning in 2017, obtaining that approval and the zoning by-law amendment in mid-August 2018, achieving site plan approval from the City of Toronto only a few months later in the fall of 2018 and then moving quickly to obtain a partial building permit. That building permit was issued only after we fully paid the City all of the building permit fees and development charges for the entire project. We began work on the property, with the site being fully hoarded off late in 2018.

There was then a significant delay, when the City's building department advised that they were not prepared to accept the precast form of construction that we had designed with and were counting on to keep costs down. This resulted in over a year of discussions with the City, citing precedents for this type of construction in other municipalities in Ontario and providing expert advice on the precast method. Ultimately the delay with the City and the economic turmoil which ensued from the COVID-19 pandemic negatively impacted the project and we had to look at other options.

We know that many of you continue to be excited with the opportunities that the Trinity Ravine Community offers, while it is understandable that others would wish to withdraw their deposits and pursue other options.

It has always been our intention to build a community and we are evaluating a proposal that will allow us to move forward with a housing alternative.

In the coming weeks we will be able to announce the final decision and the process for all purchasers to either move forward with this new option or withdraw from the project.

We know that this is not an easy time and we do appreciate your patience. We understand and share your frustration in the delays of the project.

Respectfully,  
Trinity Ravine Community



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This is Exhibit "OO" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

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TRINITY RAVINE  
COMMUNITY

Dear Purchaser:

We wanted you to know that we are diligently working to put a new vision in place for the Trinity Ravine Community. We are very optimistic at the development opportunity that we are working towards and believe that it will fill a market need as we had originally sought to meet. We anticipate by July of this year that we will be able to announce the new direction for the Trinity Ravine Community development.

It is with much gratitude and hope that we thank those that remain interested in the Trinity Ravine Community and we anticipate that you will be as excited as we are with the new vision for TRC. To those who have decided to move on, we understand, and so as

promised, we have begun the process of refunding your deposits with interest.

The administrative refund process will take time, especially because of the extra precautions we follow to meet and exceed the mandatory Covid-19 protocols to ensure your health and safety. Those protocols involve our safely scheduling and timing appointments, with Covid assessment screening prior to being allowed access into our sales office, thorough cleaning/disinfection between appointments, wearing mandatory masks with hand sanitizers always on site.

We ask you to bear with us, as Kim Paris plans and coordinates meeting times and dates during this last week of April and through May and June. You will hear from her by phone or email.

We thank you for your support and patience.  
Trinity Ravine Community  
647-876-5433



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**Our mailing address is:**

1250 Markham Road, Scarborough, Ontario M1H 2Y9

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This is Exhibit "PP" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

Term Sheet  
Between  
Trinity Ravine Community Inc.  
And  
Options for Homes Non-Profit  
Corporation

- Trinity Ravine Community Inc. (“**TRC**”), a charitable corporation, the owner of the property located at 1256 Markham Road (the “**Site**”), has obtained zoning and site plan approval enabling the construction of up to 605 residential units (based on the current design, and subject to conditions by the Committee of Adjustments) across two towers and a common podium on the Site (collectively, the “**Complex**”). This above grade structure is to be built over a common underground garage. TRC desires to either enter into a joint venture with respect to the development of the Complex (the “**Joint Venture**”) or sell the Site to a non-profit organization for fair market value. In the case of a joint venture, TRC wants a developer partner who can appropriately cooperate with TRC in the development and construction of the Complex on the Site so TRC’s vision for the Site to provide seniors housing can come to fruition.
- Options for Homes (OFH) is a non-profit development organization focused exclusively on the development of affordable ownership housing by offering to purchasers a shared equity mortgage (SEM). The OFH SEM product allows people of moderate income to access ownership housing with a much lower equity requirement than conventionally available in the market, thereby enabling those of lower income to purchase a home. Options has developed over 3,100 homes in its 25+ year history and is currently managing approximately 2,000 more units under development.
- TRC and OFH (the “**Parties**”) agree to exclusively work together commencing on the execution date of this agreement for a period of 90 days (“**Exclusivity Period**”) to investigate a possible Joint Venture and during which OFH will conduct its due diligence with respect to the Site and development of the Complex. Each Party shall be entitled to determine, in its sole, subjective and absolute discretion whether to proceed with a Joint Venture, however it is expected that any Joint Venture would allow:
  1. TRC to proceed with the development, construction and continued ownership of one the proposed towers (and associated podium, parking, and amenities) as a rental property; and
  2. OFH to develop the remaining proposed tower (and associated podium, parking, and amenities) for affordable ownership housing.
- During the Exclusivity Period, the Parties will work in good faith to:
  1. Review and revise a concept design that would be suitable for each of the Parties’ long-term objectives;
  2. Work with a mutually appointed cost consultant to provide costs for this new design;

3. Determine the roles and responsibilities of each party within a joint venture arrangement;
  4. Negotiate and settle the terms of definitive joint venture agreements (including ownership, development and management agreements or other types of agreements that allow the two parties to jointly develop the property) and a definitive acquisition agreement (collectively, the “**Definitive JV Agreements**”);
  5. Work with CMHC and other lenders to create a financing plan for the construction of the Complex that is supportable for both Parties;
  6. Determine a fair market value for the Site (“**Fair Market Value**”) as follows prior to the expiry of the Exclusivity Period: unless the fair market value is otherwise agreed between the Parties, the parties will attempt to agree upon an appraiser who shall establish a Fair Market Value by using both the direct comparison approach and residual land value approach in respect of the Site in accordance with Schedule B and whose decision as to the Fair Market Value shall be binding. If the parties are unable to agree upon an appraiser within 10 days of the date this agreement is executed, each Party shall appoint an appraiser and the two so selected shall appoint a third appraiser. Each such appraiser shall establish a Fair Market Value by using both the direct comparison approach and residual land value approach in respect of the Site in accordance with Schedule B. The appraiser or appraisers shall provide their reports at least 14 days before the expiry of the initial 90 day Exclusivity Period. A decision as to the value by a majority of the appraisers shall be binding upon both parties; provided, however, if a majority of the appraisers are unable to agree on a value, then the average of the two (2) closest appraisals shall be binding on the Parties. Expenses of the appraisals shall be paid one-half (1/2) by TRC and one-half (1/2) by OFH. All appraisers appointed pursuant to this Section shall be MAI appraisers or equivalent. If the Fair Market Value is not determined prior to the expiry of the initial 90 day Exclusivity Period, the Exclusivity Period shall be extended until the date which is two (2) Business Days following the final determination of the Fair Market Value as set out herein but for no longer than an additional 30 days.
- During the Exclusivity Period, OFH shall be entitled to review all aspects of the Site and Complex and to satisfy itself in its sole, subjective and absolute discretion with respect to all aspects of the Site and Complex, including without limitation, title and off-title matters, entitlements, zoning, environmental matters, financial matters, its review of the information provided by TRC and any other matters of interest to the Purchaser whatsoever. In addition, during the Exclusivity Period, the Parties will review the costs incurred to-date by TRC and determine the best way possible to attribute value to this investment and ensure its utilization in the development plan for the joint venture. For clarity, it is the intention of both Parties to:
    - (a) Work within the approved zoning by-law;

- (b) Amend the site plan where necessary to ensure the Complex on the Site is as efficient as possible and meets the needs of both Parties;
  - (c) Review current construction contracts which have been entered into by TRC;
  - (d) TRC to provide information as to their views on the value of the land related to the portion which involve OFH;
  - (e) Full disclosure and information with respect to the termination of sales process and the recovery of Development Charges paid to the City of Toronto;
  - (f) Explore using Deltera as a potential building / construction manager; and
  - (g) Develop a plan on how to utilize or obtain a partial or full refund of all of the development charges that have been paid by TRC.
- OFH shall have the one-time unilateral right to extend the Exclusivity Period by an additional thirty (30) days by written notice to TRC.
  - During the Exclusivity Period, TRC will not entertain or negotiate with any other party in regard to a sale of the Site (or any part thereof) or the development of the Complex.
  - Throughout the Exclusivity Period, TRC agrees to promptly provide to OFH with all facts and information in regard to the Site and Complex that it has in its possession, or to which TRC, GKM or any other affiliate of TRC has access through the exercise of commercially reasonable efforts and agrees not to willfully withhold any information from OFH which would be material to the purposes and objectives set out herein. All such information shall be kept confidential by OFH as set out herein.
  - OFH agrees to provide TRC with all facts and information in OFH's possession or under its reasonable control (including such information from the affiliates of OFH which OFH may have access to) which would be material to the purposes and objectives set out herein, including information respecting past development experience of OFH as well as OFH financial resources and creditworthiness. All such information shall be kept confidential by TRC as set out herein.
  - All third-party costs, if any, approved by the Parties and incurred during the Exclusivity Period shall be shared by the Parties equally. All other costs incurred by one party or the other (including the due diligence costs of OFH) shall be paid by the party incurring such cost and the related material/information shall remain the property of the paying party.
  - During the Exclusivity Period, OFH and all persons designated by OFH shall have full access to the Site and the Vendor hereby authorizes OFH and any persons designated by OFH to conduct and/or carry out, at the expense of OFH and without liability to TRC or GRK, such tests (including but not limited to soil tests and environmental audits), surveys and inspections of the Site as OFH may deem necessary, provided always that OFH shall be fully responsible and liable for any damages, losses or injuries to property or persons caused by OFH's access to the

Site pursuant to this paragraph.

- If by the expiry of the Exclusivity Period (as may be extended), the Parties have not settled on the terms of Definitive JV Agreements or otherwise agreed not to proceed with the Joint Venture, OFH shall have the right, but not the obligation, to purchase the whole of the Site, on the terms and conditions contained in Schedule "A" hereto, by written notice to TRC exercising such right (the "Exercise Notice") prior to the expiry of the Exclusivity Period (as may be extended), provided the purchase price for the Site shall be the Fair Market Value, as determined above. Upon delivering the Exercise Notice, a binding agreement of purchase and sale shall be deemed to have been entered into on the terms and conditions contained in Schedule "A".
- Any notice or other communication to be delivered by one party to the other party contemplated in this agreement shall be given in accordance with the Notice provisions as further described at Section 6.14 in the attached agreement at Schedule "A".
- OFH will at no time register or permit to be registered on title to the Site, this Agreement, the Agreement of Purchase and Sale or a notice or assignment or transfer thereof, or a caution and agrees that any such registration shall permit TRC at its option to terminate this Agreement and the Agreement of Purchase and Sale and make it absolutely null and void and that in the event of such termination, this Agreement and the Agreement of Purchase and Sale shall be deemed not to have created any interest in the Site and improvements thereon and OFH shall forthwith remove any such registration. If the said registration is not removed within three (3) days of the TRC notifying OFH or its solicitor in writing to do so, then OFH by the execution of this Agreement hereby expressly appoints TRC as its lawful attorney to execute any transfers, releases or applications to have the said registration removed, released or deleted from the title to the Site;
- Confidentiality - Each of the Parties:
  - (a) acknowledges that it will be providing the other with information that may be non-public, confidential and proprietary in nature. Each of the Parties (and their respective directors, officers, employees, representatives or agents (including lawyers, advisors and consultants)) will keep such information confidential and will not, except as otherwise provided below or as required by law, disclose such information or use such information for any purpose other than for the evaluation and consummation of the Proposed Transaction. The foregoing will not apply to information that:
    - (i) becomes generally available to the public absent any breach of the foregoing;
    - (ii) was available to, or was independently acquired or developed by, a party (or any shareholders or affiliate of such party) prior to receiving such information pursuant to this agreement; and
    - (iii) becomes available to a party on a non-confidential basis from a third-party who is not bound to keep such information confidential.



- (b) Notwithstanding anything herein contained, the provisions of this confidentiality provision shall not apply to copies of electronically exchanged confidential information made as a matter of routine information technology back up and to the confidential information or copies thereof which must be stored according to the provisions of any mandatory law or internal compliance guidelines, provided that such confidential information or copies thereof shall be subject to a confidentiality obligation according to the terms and conditions set forth in this agreement. The Parties agree that they shall take all steps necessary to ensure the confidentiality of the information so provide. There shall be no announcements, correspondence, press releases or public relations announcements with respect to the Parties being engaged in the discussions contemplated by this agreement or being in any sort of relationship or joint venture, unless all such press releases, correspondence or public relations announcements are mutually agreed by Parties. All such confidential information shall be kept confidential in accordance with this provision, notwithstanding any termination or merger of this agreement.
- All of the covenants and agreements contained in this agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns pursuant to the terms and conditions of this agreement. This agreement may be executed in counterparts and transmitted by fax or email and the reproduction of any signature in counterpart and by fax or email will be treated as though such reproduction was an executed original signature. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

The parties hereto have executed this agreement:

#### **OPTIONS FOR HOMES NON-PROFIT CORPORATION**

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

Name:

Title:

Date:

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

Name:

Title:

Date:

We have authority to bind the Corporation.

**TRINITY RAVINE COMMUNITY INC.**

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

Name:

Title:

Date:

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

Name:

Title:

Date:

We have authority to bind the Corporation.

**Schedule "A"****Agreement of Purchase and Sale**

**Schedule “B”****Required information for Residual Land Value**

This is Exhibit "QQ" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**MILLER THOMSON**  
AVOCATS | LAWYERS

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

April 1, 2021

**Private and Confidential**

**Sent via E-mail**

[Sean.Fitzpatrick@toronto.ca](mailto:Sean.Fitzpatrick@toronto.ca)

**David Tang**

Direct Line: 416.597.6047  
[dtang@millerthomson.com](mailto:dtang@millerthomson.com)

File No. 0117902.0002

Will Johnston  
Chief Building Official  
Toronto City Hall, 12<sup>th</sup> Floor E.  
100 Queen Street West  
Toronto, ON M5H 2N2

Attention: Sean Fitzpatrick

Dear Mr. Fitzpatrick:

**Re: Request for Cancellation and/or Revocation of Building Permits and  
Refund of Development Charges and Building Permit Fees  
Building Permit No. 18 218461 BLD 00 NB  
Building Permit No. 18 218461 PLB 00 PS  
Building Permit No. 18 218461 HVA 00 MS  
Building Permit No. 18 218461 SHO 00 PP  
Building Permit No. 18 218461 STS 00 DR  
Building Permit No. 18 218461 FND 00 PP**

On behalf of the applicant for the above noted building permits, we are writing to request their cancellation or the revocation by the Chief Building Official pursuant to subsection 8(10)(e) of the *Building Code Act*.

We are also writing pursuant to section 4.11(A) of Chapter 363 of the Toronto Municipal Code to request a refund of permit fees in accordance with the Municipal Code's provisions. We would also ask that you accept this letter, as contemplated by section 4.11(B) of Chapter 363 as the request for the refund of fees. In addition, we would ask that the City refund all the development charges paid with respect to the above noted permits pursuant to section 415-14(A) of the Development Charges Bylaw No. 515-2018, which calls for a refund of all development charges to be refunded to the payor without interest.

In issuing the refunds, we note that the City's records will indicate that the payor was a corporation with the name Global Kingdom Ministries Inc. That corporation has changed its name to Trinity Ravine Community Inc. by Articles of Amendment, a copy of which is attached to this letter. Would you please arrange for any refund cheque or cheques to be made out in the new name, Trinity Ravine Community Inc.?

Our client would appreciate the earliest possible refunds that are possible and appreciates your assistance in processing both requests for cancellation and/or revocation and the



issuance of those refunds for permit fees and development charges. If some portion of the refunds are available before other refunds are, please make any partial or multiple refunds immediately without waiting until full payment is possible.

Furthermore, if payment can be made electronically by wire or otherwise, please let us know so our client can provide the appropriate information to allow for the earliest possible refunds to be made.

If you have any questions or require anything further, please contact us.

Thank you.

Yours very truly,

**MILLER THOMSON LLP**

Per:



David Tang  
Partner  
DT/ac

Encl.

cc: Kern Kalideen  
Bill Stamatopoulos (Bill.Stamatopoulos@toronto.ca)  
Diana Yacoub (Diana.Yacoub@toronto.ca)  
Paul Dhir (Paul.Dhir@toronto.ca)





## Certificate of Amendment

*Canada Not-for-profit Corporations Act*

## Certificat de modification

*Loi canadienne sur les organisations à but non  
lucratif*

Trinity Ravine Community Inc.

Corporate name / Dénomination de l'organisation

443468-4

Corporation number / Numéro de  
l'organisation

I HEREBY CERTIFY that the articles of the  
above-named corporation are amended under  
section 201 of the *Canada Not-for-profit  
Corporations Act*, as set out in the attached  
articles of amendment.

JE CERTIFIE que les statuts de l'organisation  
susmentionnée sont modifiés aux termes de  
l'article 201 de la *Loi canadienne sur les  
organisations à but non lucratif*, tel qu'il est  
indiqué dans les clauses modificatrices ci-  
jointes.

Raymond Edwards

Director / Directeur

2020-10-21

Date of amendment (YYYY-MM-DD)  
Date de modification (AAAA-MM-JJ)



**Form 4004**  
**Articles of Amendment**  
*Canada Not-for-profit Corporations  
Act*

**Formulaire 4004**  
**Clauses modificatrices**  
*Loi canadienne sur les organisations à  
but non lucratif*

1 Current corporate name  
Dénomination actuelle de l'organisation  
**GLOBAL KINGDOM MINISTRIES INC.**

2 Corporation number  
Numéro d'organisation  
**443468-4**

3 The articles are amended as follows:  
Les statuts sont modifiés comme suit :

The corporation changes its name to:  
La dénomination de l'organisation est modifiée pour :  
**Trinity Ravine Community Inc.**

4 Declaration: I hereby certify that I am a director or an authorized officer of the corporation.  
Déclaration : J'atteste que je suis un administrateur ou un dirigeant autorisé de l'organisation.

Original signed by / Original signé par  
**Jeremy Anderson**  
**Jeremy Anderson**  
**416-220-4747**

A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the Canada Not-for-profit Corporations Act (NFP Act)).

La personne qui fait une déclaration fausse ou trompeuse, ou qui aide une personne à faire une telle déclaration, commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire, une amende maximale de 5 000 \$ et un emprisonnement maximal de six mois ou l'une de ces peines (paragraphe 262(2) de la Loi canadienne sur les organisations à but non lucratif (Loi BNL)).

You are providing information required by the NFP Act. Note that both the NFP Act and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la Loi BNL. Il est à noter que la Loi BNL et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

This is Exhibit "RR" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**MILLER THOMSON**  
AVOCATS | LAWYERS

**MILLER THOMSON LLP**  
SCOTIA PLAZA  
40 KING STREET WEST, SUITE 5800  
P.O. BOX 1011  
TORONTO, ON M5H 3S1  
CANADA

T 416.595.8500  
F 416.595.8695

[MILLERTHOMSON.COM](http://MILLERTHOMSON.COM)

June 11, 2021

**Private and Confidential**

**Sent via E-mail**

[Sean.Fitzpatrick@toronto.ca](mailto:Sean.Fitzpatrick@toronto.ca)

**David Tang**

Direct Line: 416.597.6047  
[dtang@millerthomson.com](mailto:dtang@millerthomson.com)

File No. 0117902.0002

Will Johnston  
Chief Building Official  
Toronto City Hall, 12<sup>th</sup> Floor E.  
100 Queen Street West  
Toronto, ON M5H 2N2

Attention: Sean Fitzpatrick

Dear Mr. Fitzpatrick:

**Re: Request for Cancellation and/or Revocation of Building Permits and  
Refund of Development Charges and Building Permit Fees  
Building Permit No. 18 218461 BLD 00 NB  
Building Permit No. 18 218461 PLB 00 PS  
Building Permit No. 18 218461 HVA 00 MS  
Building Permit No. 18 218461 SHO 00 PP  
Building Permit No. 18 218461 STS 00 DR  
Building Permit No. 18 218461 FND 00 PP**

We are the solicitors for Trinity Ravine Community Inc., formerly known as Global Kingdom Ministries Inc., the applicant and holder of the above noted permits. It is also the owner of the lands upon which the majority of the construction permitted by those permits would be located, namely the two tower residential structure. We are also writing on behalf of Global Kingdom Ministries Church Inc. which is the owner of the lands upon which the balance of the construction permitted by those building permits is permitted, where the parking garage structure and the service connections was to be located. On behalf of our clients we formally sought the cancellation or revocation of the above noted building permits and the refund of building permit fees and development charges on June 11, 2021.

Our clients have asked us to provide you with the attached irrevocable direction to make the payment of all of the refund to our firm, Miller Thomson LLP in Trust and to deliver even any cheque made payable to our client to us. This enables our firm to facilitate the movement of funds without delay as our clients direct, including payments to any other party as required.

It is also important to note that the payments for those building permits were actually made from both our firm and our client directly. I have attached the City's receipt indicating that \$4,000,000 was paid by Miller Thomson LLP towards the development charges and for logistical reasons, our client requires all of the refund funds be paid to one payee, namely Miller Thomson LLP in trust pursuant to the attached direction.

Please make payment by wire if possible to:

**Bank:** Bank of Montreal  
**Beneficiary:** Miller Thomson LLP in trust  
**Transit #:** 00022  
**Swift Code:** BOFMCAM2  
**Bank (Institution) #:** 001  
**Account #:** 1746-629  
**CC Code:** 000100022

If you have any questions or require anything further, please contact us.

Yours very truly,

**MILLER THOMSON LLP**

Per:



David Tang  
Partner  
DT/ac

Encls.

cc: Kern Kalideen – Trinity Ravine Community Inc.  
Jeremy Anderson – Global Kingdom Ministries Church Inc.  
Bill Stamatopoulos  
Diana Yacoub  
Paul Dhir





## DIRECTION

**TO:** City of Toronto

**RE:** Refund of Building Permit Fees and Development Charges on the cancellation or revocation of Building Permits for the real properties municipally known as 1250 Markham Road and 1256 Markham Road, Toronto, ON (the “**Properties**”)

The undersigned, as the holder of and the owners of the Properties to which the following building permit apply, hereby irrevocably authorize and direct the City of Toronto to make and pay all refunds of any and all amounts on account of the refund of any development charges and/or building permit fees resulting from the cancellation or revocation of the following building permits:

<b><i>Building Permits</i></b>
Building Permit No. 18 218461 BLD 00 NB;
Building Permit No. 18 218461 PLB 00 PS;
Building Permit No. 18 218461 HVA 00 MS;
Building Permit No. 18 218461 SHO 00 PP;
Building Permit No. 18 218461 STS 00 DR;
Building Permit No. 18 218461 FND 00 PP;

to their solicitors, **MILLER THOMSON LLP**, in Trust, or as they may otherwise in writing direct and this shall be your good and sufficient and irrevocable authority for so doing.

The undersigned further irrevocably authorize and direct the City of Toronto to deliver any cheques or payments of such refunds, in whoever’s name those are made out to, solely to their solicitors, **MILLER THOMSON LLP**, in Trust, or as they may otherwise in writing direct and this shall be your good and sufficient and irrevocable authority for so doing.

This document shall be considered validly executed and delivered by the undersigned provided the undersigned deliver an executed copy by telecopier or facsimile or other electronic communication device, such telecopied or facsimiled or other electronic communication device copy shall be deemed to have the same force and effect as an original.


This Direction may be executed in several counterparts, each of such counterparts when executed shall constitute an original document, and such counterparts taken together shall constitute one and the same instrument.

**DATED** as of the 11th day of June, 2021.

**TRINITY RAVINE COMMUNITY INC.**

Per:   
SignNow e-signature ID: f501b72751  
11/06/2021 15:25:41 UTC  
Name: Kern Morrison Kalideen  
Title: Chief Executive Officer  
I have the authority to bind the corporation

**GLOBAL KINGDOM MINISTRIES  
CHURCH INC.**

Per:   
SignNow e-signature ID: bd5797b7dd  
11/06/2021 14:34:17 UTC  
Name: Jeremy David Anderson  
Title: Secretary  
I have the authority to bind the corporation

## Document History

SignNow E-Signature Audit Log

All dates expressed in DD/MM/YYYY (EU)

**Document name:** 55172985\_1\_Borrower\_s Funds Direction to City of Toront...  
**Document created:** 11/06/2021 14:52:05  
**Document pages:** 2  
**Document ID:** bbb98ffb2f524231bcab4d98bf71a06657a1f4bc  
**Document Sent:** 11/06/2021 14:54:07 UTC  
**Document Status:** Signed  
 11/06/2021 14:54:17UTC

**Sender:** mr.jdanderson@gmail.com  
**Signers:** mr.jdanderson@gmail.com, kernkalideen@gmail.com  
**CC:**

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	mr.jdanderson@gmail.com	11/06/2021 14:52:05 pm UTC	11/06/2021 14:52:02 pm UTC	142.59.160.141
SignNow Web Application	Viewed the Document	mr.jdanderson@gmail.com	11/06/2021 14:52:14 pm UTC	11/06/2021 14:52:12 pm UTC	142.59.160.141
SignNow Web Application	Document Saved	mr.jdanderson@gmail.com	11/06/2021 14:53:18 pm UTC	11/06/2021 14:53:16 pm UTC	142.59.160.141
SignNow Web Application	Viewed the Document	mr.jdanderson@gmail.com	11/06/2021 14:54:10 pm UTC	11/06/2021 14:54:08 pm UTC	142.59.160.141
SignNow Web Application	Signed the Document, Signature ID: bd5737b7ddb34ea89849	mr.jdanderson@gmail.com	11/06/2021 14:54:17 pm UTC	11/06/2021 14:54:15 pm UTC	142.59.160.141
SignNow Web Application	Document Saved	mr.jdanderson@gmail.com	11/06/2021 14:54:17 pm UTC	11/06/2021 14:54:15 pm UTC	142.59.160.141
SignNow Web Application	Viewed the Document	kernkalideen@gmail.com	11/06/2021 15:26:27 pm UTC	11/06/2021 15:26:26 pm UTC	99.248.197.41
SignNow Web Application	Signed the Document, Signature ID: 1501b727511145aab4b0	kernkalideen@gmail.com	11/06/2021 15:26:41 pm UTC	11/06/2021 15:26:40 pm UTC	99.248.197.41
SignNow Web Application	Document Saved	kernkalideen@gmail.com	11/06/2021 15:26:41 pm UTC	11/06/2021 15:26:40 pm UTC	99.248.197.41

Receipt No: 1391172

## Receipt

NOTE: This is not a Permit. Do not construct until a permit is issued.  
You will be notified when your permit is ready.

<b>Folder No:</b>	18 218461 BLD 00 NB	<b>Date &amp; Time:</b>	October 30, 2018 01:17 PM
<b>Paid By:</b>	GLOBAL KINGDOM MINISTRIES ATTENTION: TOM LODU, SECRETARY 1250 MARKHAM RD TORONTO ON M1H 2Y9		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	New Building; Apartment Building; New Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Initial Building Permit Fee (E)	9010 - BL0004 - PAYMENT	\$241,703.66	
Money Order	110389 - PAYMENT	\$-8,031,628.80	
Dev Charges - Residential (E)	220398 - PAYMENT	\$7,789,925.14	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$8,031,628.80</b>	
<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input checked="" type="checkbox"/> Money Order <input type="checkbox"/> Certified Cheque <input type="checkbox"/> Journal Entry <input type="checkbox"/> Fee Exempt		_____ Johnston, Cindy per Treasurer, City of Toronto	

Receipt No: 1391174

# Receipt

NOTE: This is not a Permit. Do not construct until a permit is issued.  
You will be notified when your permit is ready.

<b>Folder No:</b>	18 218461 BLD 00 NB	<b>Date &amp; Time:</b>	October 30, 2018 01:19 PM
<b>Paid By:</b>	MILLER THOMSON LLP TRUST ACCOUNT 40 KING ST W SUITE 5800 TORONTO ON M5H 3S1		
<b>Project Location:</b>	1250 MARKHAM RD TORONTO ON		
<b>Project Description:</b>	New Building; Apartment Building; New Building		
<b>Fee Description(s):</b>	<b>Cost Centre Number:</b>	<b>Value:</b>	
Certified Cheque	110389 - PAYMENT	\$-4,000,000.00	
Dev Charges - Residential (E)	220398 - PAYMENT	\$4,000,000.00	
<b>Total:</b>		<b>\$0.00</b>	
<b>Paid Amount</b>		<b>\$4,000,000.00</b>	

- |  |  |
|--|--|
| <input type="checkbox"/> Cash          | <input type="checkbox"/> Cheque                      |
| <input type="checkbox"/> Credit Card   | <input type="checkbox"/> Debit Card                  |
| <input type="checkbox"/> Money Order   | <input checked="" type="checkbox"/> Certified Cheque |
| <input type="checkbox"/> Journal Entry | <input type="checkbox"/> Fee Exempt                  |

Johnston, Cindy  
per Treasurer, City of Toronto

This is Exhibit "SS" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



TRINITY RAVINE TOWERS  
1 2 5 6 MARKHAM ROAD  
TORONTO, ONTARIO



NARRATIVE APPRAISAL  
(AS OF AUGUST 17, 2020)

wagner  
andrews  
kovacs  
real estate valuation

August 19, 2020  
File No. 20-496

Global Kingdom Ministries Inc.  
1250 Markham Road  
Toronto, Ontario  
M1H 2Y9

ATTENTION: MR. KERN KALIDEEN

Dear Sir:

RE: VALUATION OF TRINITY RAVINE TOWERS, 1256 MARKHAM ROAD, TORONTO, ONTARIO

As requested, we have carried out an investigation and valuation analysis with regard to the above property and submit herein our findings. The purpose of this appraisal is to estimate the current market value of the northern portion of the above noted property as a vacant parcel of high-density residential development land. It is our understanding that the intended use of the appraisal is to assist in arranging construction financing on the property.

The subject property comprises a 6.652 acre parcel of land located the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road. The subject site is currently improved with a newer, 79,625 square foot, 2-storey place of worship building with 458 surface parking spaces. The subject property is proposed to be severed into 2 north-south parcels in order to accommodate a planned high-density residential development. The southern portion of the site contains 4.482 acres and is the location of the current improvements (place of worship building). The northern portion of the site, comprising approximately 2.171 acres, is currently a paved parking lot but is proposed to be redeveloped with 29 and 31-storey residential towers connected by a 5-storey podium with ground floor commercial space. The proposed project has a total above ground gross floor area of 585,115 square feet and will contain a total of 605 units with 2 levels of underground parking. **The southern portion of the site is not the focus of this valuation.** The mandate of this report is to estimate the underlying land value of the northern portion of the subject site, being a 2.171 acre parcel of land, anticipated to be developed with the proposed complex, known as the "Trinity Ravine Towers".

After careful consideration of all the available information, it is our opinion that the current market value the **northern portion** of the subject property, **as a parcel of high-density residential development land**, as of August 17, 2020, is:

**THIRTY-TWO MILLION, ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$32,180,000)**

On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a "Global Pandemic". This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review.

The enclosed appraisal report has been prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (The Standards), as adopted by the Appraisal Institute of Canada. The valuation is subject to the Terms of Reference and the Assumptions and Limiting Conditions as outlined within.

We have prepared this report for the use by Global Kingdom Ministries Inc. for information and guidance, and all other use is strictly unauthorized. It is not to be reproduced, in whole or in part, without our prior written agreement. We hereby certify that we have no present or contemplated interest in the within described property of any kind whatsoever.

If you require any further information on this matter, please do not hesitate to contact the undersigned.

Yours truly,  
WAGNER, ANDREWS & KOVACS LTD.

A handwritten signature in blue ink, appearing to read 'Louie Tragianis', is written over a light yellow rectangular background.

Louie Tragianis, BA, AACI, P.App

## SUMMARY OF SALIENT FACTS &amp; CONCLUSIONS

## PROPERTY IDENTIFICATION

Owner	:	Global Kingdom Ministries Inc.
Address/Location	:	1256 Markham Road Toronto, Ontario North of Ellesmere Road and south of Highway 401
Legal Description	:	PIN: 06179-0128 Part of Lot 32, RCP 10620, Designated as Parts 1 to 3 on Plan 66R-22461, City of Toronto, Province of Ontario

## PROPERTY DESCRIPTION

Total Site Area	:	6.653 acres
Subject Site Area	:	2.171 acres
Official Plan	:	Mixed Use Area
Zoning	:	M – Industrial
Topography	:	Level tableland located at grade along Markham Road
Services	:	Full municipal services are available
Existing Use	:	Asphalt paved parking lot
Proposed Development	:	29 and 31-storey residential towers connected by a 5-storey podium, with a total of 605 residential units, ground floor commercial space, and 2 levels of underground parking (spaces)
Total Proposed GFA	:	585,115 square feet
Highest & Best Use	:	Future development of a high-density residential/commercial complex

## VALUATION

Valuation Date	:	August 17, 2020
Final Estimate of Value	:	\$32,180,000 – based on land value for proposed development
Indicated Value PSF GFA	:	\$55.00
Indicated Value per Unit	:	\$53,190
Indicated Value per Acre	:	\$14,822,662

On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a “Global Pandemic”. This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review.

TABLE OF CONTENTS

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LETTER OF TRANSMITTAL  
SUMMARY OF SALIENT FACTS AND CONCLUSIONS

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\* \* \* \* \*

## ADDENDA

## TERMS OF REFERENCE

### PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value of the **northern portion** of the subject property **as a vacant parcel of high-density residential development land**. It is our understanding that the intended use of the appraisal is to assist in arranging construction financing on the property. We have prepared this report for the use by Global Kingdom Ministries for information and guidance, and all other use is strictly unauthorized.

### ASSUMPTIONS AND LIMITING CONDITIONS

The valuation of the property is subject to certain extraordinary assumptions and limiting conditions, including the following:

- This appraisal does not value the subject property based on its existing use as parking lot for the place of worship use.
- It is assumed that the information provided by the owner/developer and its representatives are materially correct in connection with the property, and information with regard to the proposed subject development.
- This appraisal assumes that the multi-family residential complex proposed for the subject site will have a gross floor area of approximately 585,115 square feet, with this area based upon the information provided. It also assumes that there will be 605 separate residential units.
- It is assumed that the subject site has been severed and that the subject site is 2.171 acres, as per the sketch and information provided by the property owner.
- This valuation assumes that all municipal approvals are in place to permit the proposed development. The valuation assumes that the proposed development is legal and complies with the property standards as set out by the City of Toronto and any other governmental agency having jurisdiction over the subject.
- This valuation assumes that the property is free and clear of any debt or related financial liabilities, liens or encumbrances that might exist against the property at the time of valuation.
- On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a “Global Pandemic”. This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review. Values and opinions contained in this report are based on market conditions as at the time (effective date) of this report. In the event of market instability and/or disruption, values and opinions may change rapidly and such potential future events have NOT been considered in this report. As this report does not and cannot consider any changes to the property or market conditions after the effective date, clients and intended users are cautioned in relying on the report after the effective date noted herein.
- We have not undertaken a title search of the subject property at the Land Registry Office but have used GeoWarehouse and assumed that the title to the subject property is good and marketable without any unusual encumbrances.

The reader’s attention is drawn to further assumptions and limiting conditions as outlined in the Addenda of this report.

### DEFINITION OF MARKET VALUE

Market value may be defined as *the most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.*



Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure on the open market;
- Payment is made in terms of cash in Canadian Dollars or in terms of financial arrangements comparable thereto, and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

#### EFFECTIVE APPRAISAL DATE

The effective date of this appraisal is August 17, 2020; being the date of inspection of the subject site.

#### HISTORY

The subject property was originally acquired by a related company to the property owner on November 25, 2005 for a total consideration of \$4,700,000. On January 1, 2010, the subject property was transferred to Global Kingdom Ministries Inc. We are not aware of any listings for sale or offers on the property since the original acquisition.

#### PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple interest in the subject site as a parcel of vacant development land. No consideration is given to or value attributed to the existing use.

#### EXPOSURE TIME

Exposure time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

It is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. In the case of the subject property, we estimate a time period of between 3 and 9 months would have been appropriate in order to achieve market value for the subject site. This time estimate is based upon our review of the marketing time for similar properties and taking into account current market conditions.

#### SCOPE OF THE INVESTIGATION

In forming our opinion as to the market value of the subject, as of the stated valuation date, we have relied upon information which is detailed in this report, and carried out the following specific functions:

- reviewed land registry information pertaining to the subject;
- inspected the subject property on August 17, 2020;
- reviewed land use regulations applicable to the subject;
- considered information with respect to sales and listings, at or about the valuation date, of properties considered similar to the subject, where we have significant knowledge of such sales and listings to assess them as being relevant to our opinion, as set out herein.

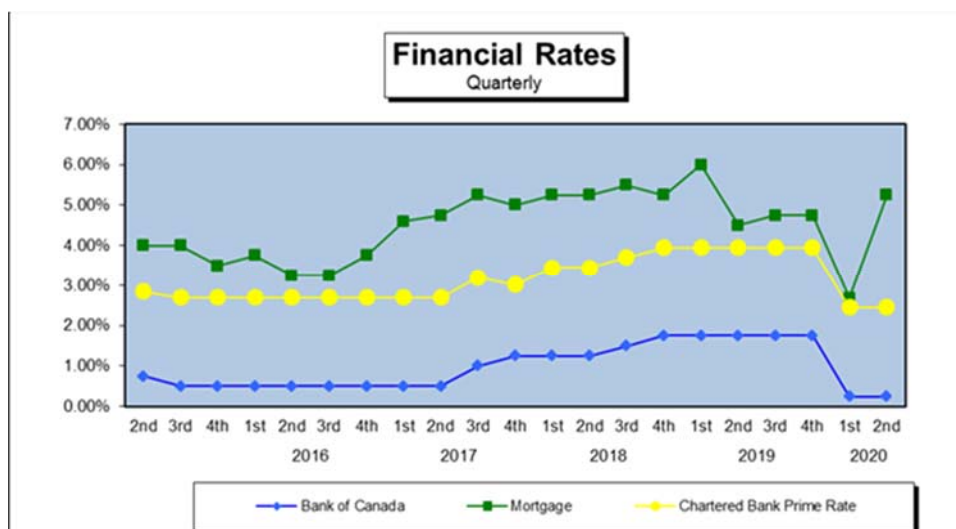
While we believe our review to be reasonably complete, we cannot warrant that we have:

- i) uncovered and assessed every real property transaction at or about the valuation date that might be said to bear on the determination of the market value of the subject, or
  - ii) fully discerned the motives behind the sales and listings information considered in our analysis, such that our weighting of said information is without subjectivity;
- viewed the comparable properties used in this valuation;
  - considered current development trends, in the general context and as they specifically relate to the subject;
  - conducted a review of published market data and other information as it relates to the subject; and,
  - reviewed a site plan for the subject property; and,
  - reviewed development information for the subject property outlining the detail of the proposed development, including site and building plans.

## MARKET OVERVIEW

As of the date of this report, Canada and the Global Community is experiencing unprecedented measures undertaken by various levels of government to curtail health related impacts of the Covid-19 Pandemic. The duration of this event is not known. While there is potential for negative impact with respect to micro and macro-economic sectors, as well as upon various real estate markets, it is not possible to predict such impact at present, or the impact of current and future government countermeasures. There is some risk that the Covid-19 Pandemic increases the likelihood of a global recession, however without knowledge of further anticipated government countermeasures at the national and global levels it is not possible to predict any impact at this point in time. Accordingly, this point-in-time valuation assumes the continuation of current market conditions, and that current longer-term market conditions remain unchanged.

INTEREST RATES	:	Chartered Prime Rate	August 2020	2.45%
	:	Canada 10 Year Term Bonds	August 2020	0.63%
	:	On July 12, 2017 the Chartered Bank Prime Rate increased to 2.95%, with four subsequent increases bringing it to 3.95%. Due to the threats to the economy from the Covid-19 Pandemic, in March 2020 the Bank of Canada reduced the prime rate twice by a total of 1.5% to 2.45%, with future reductions also possible.		
		Mortgage rates for single family residential properties are in the 2.5% to 4% plus range. Commercial mortgage rates vary depending on security. Rates are typically 175 to 250 basis points above Bank of Canada Bonds, with loan to value ratios between 50% and 75%.		
INFLATION	:	0.1% year-over-year (July 2020)		
CANADIAN DOLLAR	:	The value of the dollar has fluctuated over the past few years due to uncertain economic conditions. It is presently \$0.75 US, due to the Covid-19 crisis and a dramatic reduction in oil prices.		
STOCK MARKET	:	The S&P/TSX Composite Index has fluctuated over the past 52 weeks between 11,883 and 17,970, with a current level near 16,500.		



- LAND** High demand currently exists in the market due to a lack of supply, but financing is often difficult. The supply of vacant development land continues to shrink in the GTA. Redevelopment of older under-utilized sites is the common method of acquiring development sites. Implementation of Provincial land use policies including the Oak Ridges Moraine Conservation Plan (2001) and the more recent Provincial Greenbelt Plan (2005) have reduced the availability of development land in the Greater Toronto Area and put upward pressure on values. There have also been increasing development pressures in other communities in Southern Ontario.
- INDUSTRIAL** According to a recent Colliers International survey (Q2 2020), the Toronto CMA industrial market has a total inventory of 813.0 million square feet. The industrial market has remained relatively stable despite the effects the COVID-19 pandemic has had on the economy and other real estate sectors. Currently, there is an estimated 14.2 million square feet under construction within the Toronto CMA. Most of the new construction is taking place in the GTA-West district where an estimated 8.5 million square is under development. Average asking rental rates have held steady ranging from \$7.71 per square foot (GTA East) to \$10.96 per square foot (GTA North). The average weighted asking price for buildings available for sale in the Toronto CMA is \$188.68 per square foot. According to Colliers International, the overall availability rate is 1.7%; the indicated rate is up from 1.1% in the previous quarter.
- RETAIL** Prior to the pandemic the retail market within the Toronto CMA remained strong, with investors seeking good quality product leased to tenants with strong lease covenants. Consumer behaviours had been starting to shift and the emergence of technology/ecommerce, had started to change the retail landscape. These behaviours have been accelerated by the pandemic. Going forward, it is anticipated that the majority of new development within the Toronto CMA will involve mixed use (commercial and residential) buildings in highly populated areas. Within the Toronto CMA, CBRE reports overall capitalization rates for retail assets in the range from 3.5% and 7.0%; these figures remained unchanged from Q1 2020. CBRE does however note that pandemic related shutdowns had significant impacts on the retail sector in Q2 2020. Cap rate expansion was reported in four markets across Canada; but the Toronto CMA was not one of them. Sales activity within the Toronto CMA has been slow, with most deals that closed in Q2 having been negotiated prior to the pandemic. Underlying market fundamentals still appear to be solid and it is expected that trading volume will be to rise as we near a solution to the pandemic.
- RESIDENTIAL** According to the CMHC Rental Market Report, the vacancy rate within the Toronto residential market is 1.5%. Low vacancy is mostly attributed to the rising cost of homeownership which forced more people to seek and remain in rental accommodation. Tight rental market conditions allowed landlords to charge new tenants significantly higher rents and, in turn, the average rent growth exceeded the provincial guideline of 2.2%. Strong rent increases also encouraged existing renters to stay put which had the turnover rate decrease substantially from 14.5% in 2017, to 11.2% in 2018 and 9.5% in 2019. The rise in cost was also evident in the condominium apartment and townhouses market; which are typically more popular among first-time homebuyers. Rising costs have helped to keep the average condominium apartment vacancy rate on par with 2017's nine-year low, at 0.8%. The average rent for condominium apartment units in the Toronto CMA has increased substantially over the past few years. This was mostly attributed to the overall increase in demand and the low vacancy.
- The demand for multi-residential rental properties continues to be strong while the supply of good quality properties is limited. There is a continued trend towards a concentration of ownership of apartment buildings among a dozen or so investors. Large investors can afford immediate capital repairs and upgrades thereby reducing vacancy and operating expenses. The demand is very strong by both private and institutional investors, and more recently, an increasing number of properties have been acquired by offshore buyers.

- INVESTMENT** Capitalization rates are generally in the 4.0% to 6.5% range for industrial and commercial properties, but lower (3% to 4% for multi-family residential properties). Low interest rates have enabled capitalization rates to remain low. Good quality properties are considered to be in high demand and in some cases are showing rates below the 4% range. There is a general lack of supply of good quality investment real estate. Purchasers are willing to accept lower yields on real estate during the initial terms of the investment, as mortgage rates remain low and property values continue to increase due to high demand and lack of supply. In addition, real estate is seen as an alternative investment vehicle to low bond rates, low deposit interest and stock market volatility.
- OFFICE** The Toronto office market has a total inventory of approximately 248.9 million square feet according to a recent Colliers International survey (Q2 2020). Most of the new construction is taking place in the central office market; and specifically the “downtown” district where an estimated 7.07 million square feet is currently under development. The COVID-19 pandemic has had a major impact on leasing activity; with overall absorption dropping to negative 1.4 million square feet from negative 38,950 square feet in the previous quarter. Notwithstanding the foregoing, the overall availability rate (which includes sublet space) has remained relatively stable at 5.7%, as a limited amount of new supply was introduced to the office market.

#### MARKET SUMMARY

While there is potential for negative impact with respect to micro and macro-economic sectors, as well as upon various real estate markets, it is not possible to predict such impact at present, or the impact of current and future government countermeasures. There is some risk that the Covid-19 Pandemic increases the likelihood of a global recession, however without knowledge of further anticipated government countermeasures at the national and global levels it is not possible to predict any impact at this point in time.

## AREA DESCRIPTION

The subject property is located in the eastern portion of the City of Toronto, within the central portion of the former City of Scarborough. The City of Toronto is centrally located within a Census Metropolitan Area that extends east to the City of Oshawa, west to the Town of Oakville, and north to the Town of Newmarket.



## DEMOGRAPHIC AND ECONOMIC DATA

- The City of Toronto is centrally located within the Toronto CMA; with a Census 2016 estimated population of 5,928,040. Also located within the Greater Toronto Area are the Regions of York, Durham, Peel, and Halton.
- Toronto is the major municipality within the CMA, with an estimated population of 2,731,571 according to the 2016 Census. The current population represents an increase of 4.5% over the 2011 census figure; equivalent to average annual growth of 0.94%. Population growth studies have projected the City of Toronto's population in 2031 to reach over 3,850,000.
- As of July 2020, the unemployment rate was 10.9% in the City of Toronto.
- Toronto is the 4th largest city in North America. One-quarter of Canada's population is located within 160 km (100 mi.) of the city and more than 60% of the population of the USA is within a 90-minute flight.
- The City of Toronto's economy comprises approximately 11% of Canada's GDP.
- The City is also the focus of the region's transportation network and has historically had the highest concentration of businesses and residents. The service sector employs more than half of the City's work force. Overall, 75,000 businesses in Toronto employ more than 1.2 million.



- Toronto is the financial, commercial and administrative core of the Toronto CMA. It is also the fourth largest financial centre in North America with more than 300,000 employed in finance, insurance and real estate. The financial services sector in Toronto employs over 223,000 individuals.
- Toronto is both the financial services capital of Canada and the fastest growing financial centre in North America. As such, Toronto houses the leaders in Canada's financial services industry including:
  - five of Canada's largest domestic banks, 55 foreign bank subsidiaries and branches and 119 securities firms;
  - headquarters for six of Canada's top insurers that manage more than 90 per cent of the industry's assets, 61 mutual funds companies, 58 pension fund managers, and five of Canada's largest pension plans with combined assets in excess of \$300 billion; and,
  - the TMX Group, the third-largest stock exchange group in North America and the eighth largest in the world based on market capitalization.

#### LOCATION AND NEIGHBOURHOOD OVERVIEW

- The subject property is located in the eastern portion of the City of Toronto. More specifically, the property is situated on the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road.
- The subject neighbourhood is considered to be the east and west sides of Markham Road from Highway 401 on the north to Ellesmere Road on the south. The neighbourhood comprises residential and institutional uses located to the east of Markham Road and industrial, office and institutional uses located west of Markham Road.
- The institutional uses in the immediate area of the subject include the Centennial College campus located north of the subject, off Progress Avenue, just south of Highway 401. Woburn Collegiate Institute is located on the north side of Ellesmere Road, just east of Markham Road.
- Commercial development is focused along the major arterial roadways in the neighbourhood including Markham Road and Ellesmere Road. Development includes a variety of smaller office buildings, freestanding retail buildings and multi-tenant retail plazas.
- Residential uses in the area are of a high density nature, with numerous high-rise apartment buildings being located along Markham Road and along Tuxedo Court.
- Low density single family residential subdivisions are located south of Ellesmere Road, to the east and west of Markham Road and also along the north side of Ellesmere Road, east of Woburn Collegiate.
- Markham Road is a major north-south arterial road through the Scarborough area of the City of Toronto which intersects with Highway 401 approximately 0.5 kilometres north of the subject. Ellesmere Road to the south of the subject is a major east-west arterial road through the eastern portion of Toronto. Public bus transportation is available along both of these arterial roadways.
- For reference purposes, some of the specific surrounding and adjacent uses are as follows:

North	:	Ravine/parkland with freestanding McDonalds further to the north
East	:	Freestanding Tim Hortons with high-rise rental apartments further east
South	:	Commercial/industrial buildings along Markham Road
West	:	Ravine/parkland with commercial/industrial buildings further west

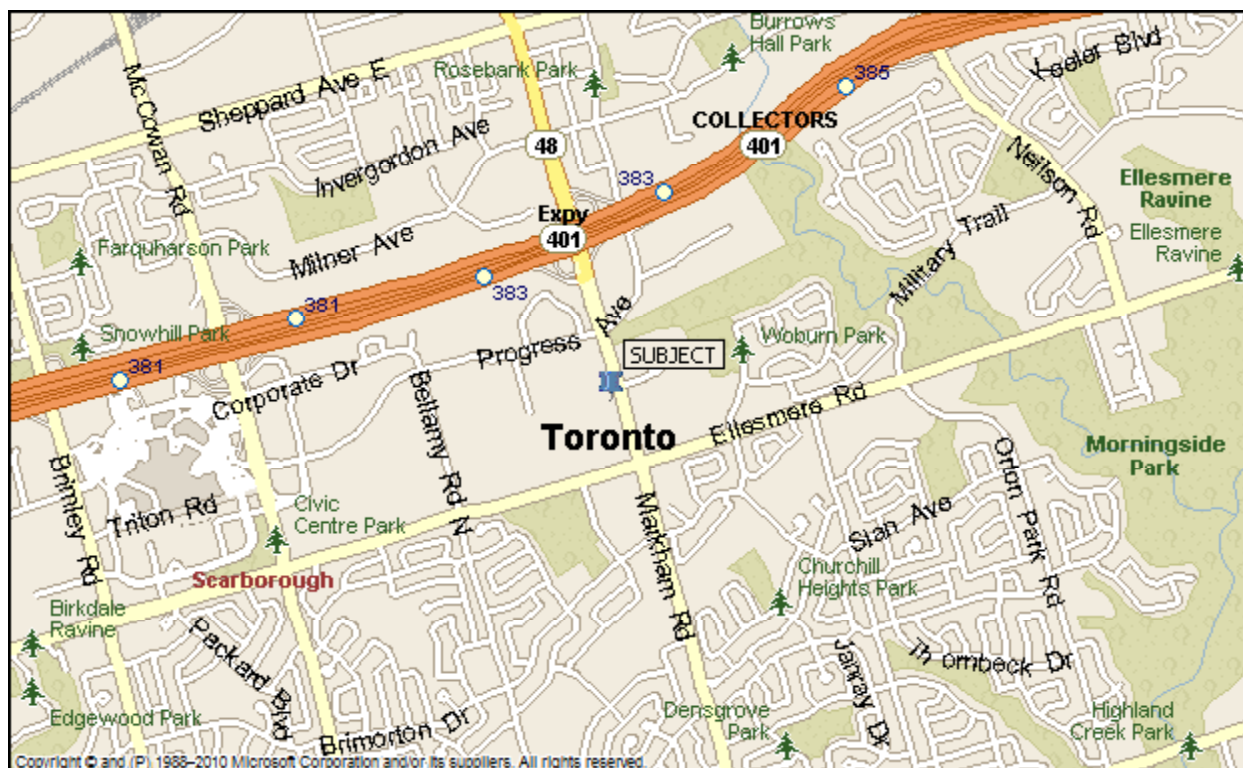
#### SUMMARY

The subject property is located in an area of mixed-use development, in the eastern portion of the City of Toronto.

## SITE DESCRIPTION

### LOCATION

The subject property is situated in the eastern portion of the City of Toronto, within the central portion of the former City of Scarborough. More specifically, the property is situated on the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road.



### ADDRESS AND LEGAL DESCRIPTION

The subject property is municipally addressed as:

*1256 Markham Road  
Toronto, Ontario*

It is legally described as:

*PIN: 06179-0128  
Part of Lot 32, RCP 10620,  
Designated as Parts 1 to 3 on Plan 66R-22461,  
City of Toronto,  
Province of Ontario*

### SITE TOPOGRAPHY

The subject site comprises level land that is at grade with Markham Road and properties to the south. There is a low-lying ravine/creek to the north and west. No soil analysis or drainage tests were requested in conjunction with the appraisal, and the valuation assumes that the soil characteristics are typical of the area and adequate with regard to the existing use, and/or any future development.

## EASEMENT

According to our investigations, there are no easements or rights-of-way that negatively affect the subject property.

## ENVIRONMENTAL CONSIDERATION

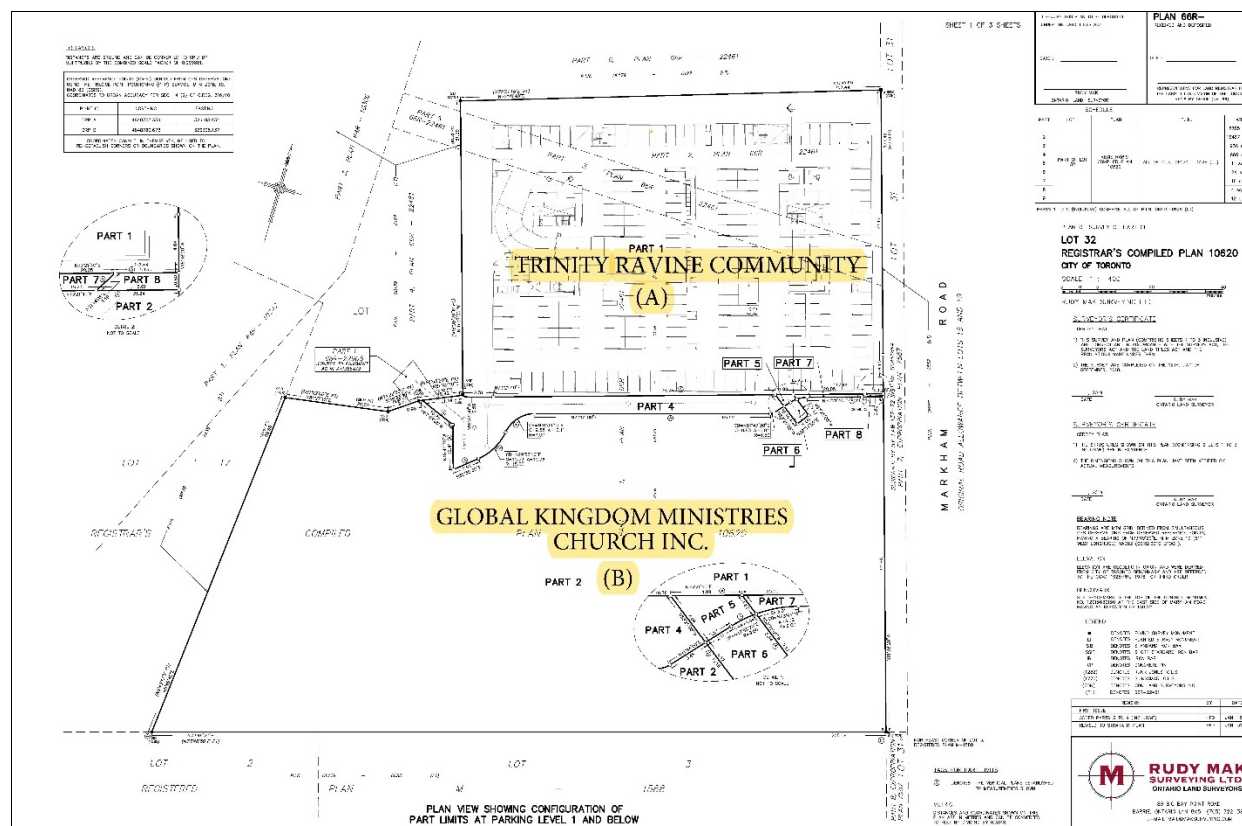
We are not aware of any environmental contamination of the site as a result of any past or current use, but this statement is made as real estate appraisers and not environmental consultants. For valuation purposes, therefore, our appraisal assumes the property is free and clear of any environmental contamination, toxic materials or waste products. An environmental audit of the property is required to precisely determine the environmental status.

## SERVICES

Full municipal services are available to the subject property. These include water, storm and sanitary sewers, gas, hydro, telephone, etc.

## SITE DIMENSIONS AND SHAPE

The subject site comprises an irregular shaped parcel of land having 582.41 feet of frontage of along the west side of Markham Road and a depth of 385.43 feet of along its northern boundary plus a depth of 672.77 feet along its southern boundary. According to plan provided, the site area is 6.653 acres. A portion of the plan is included below.



#### PROPOSED DEVELOPMENT

The subject property is currently improved with a paved parking lot.

The subject site is proposed to be developed with 29 and 31-storey residential towers connected by a 5-storey podium, with a total of 605 residential units, 5,565 square feet of ground floor commercial space fronting Markham Road, and 2 levels of underground parking (172 spaces). The total gross floor area is reported to be 585,115 square feet.

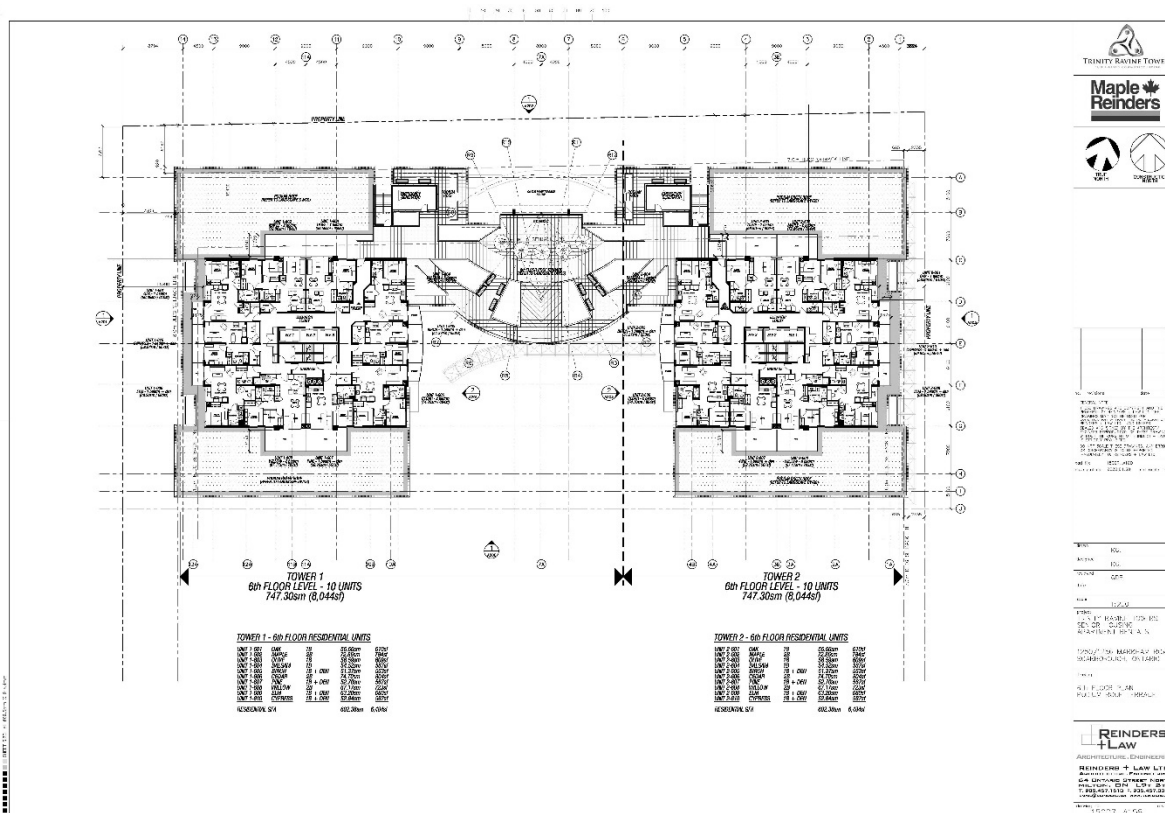
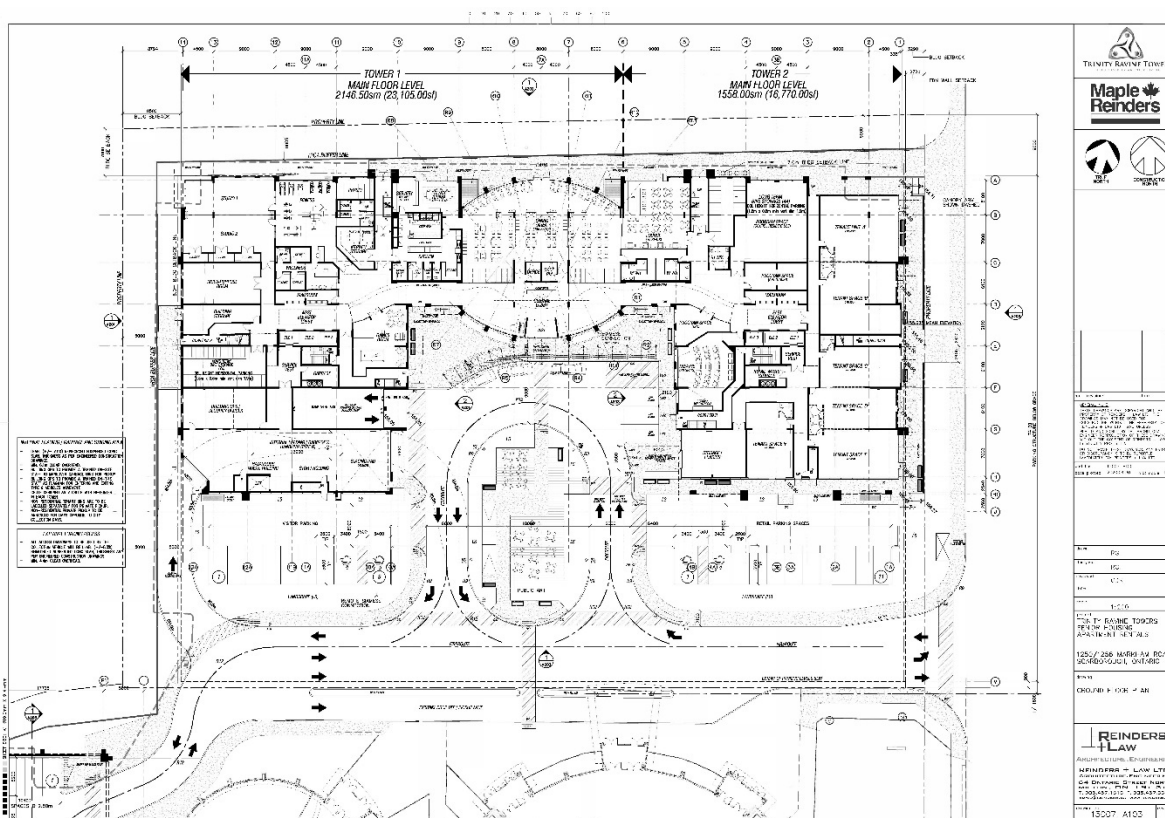
The development will contain 89 1-bedroom units, 263 1-bedroom + den units, 242 2-bedroom units and 11 2-bedroom + den units. The podium will also contain 16,145 square feet of amenity space that includes a terrace, dining room, library, movie/media lounge, common rooms, and fitness areas.

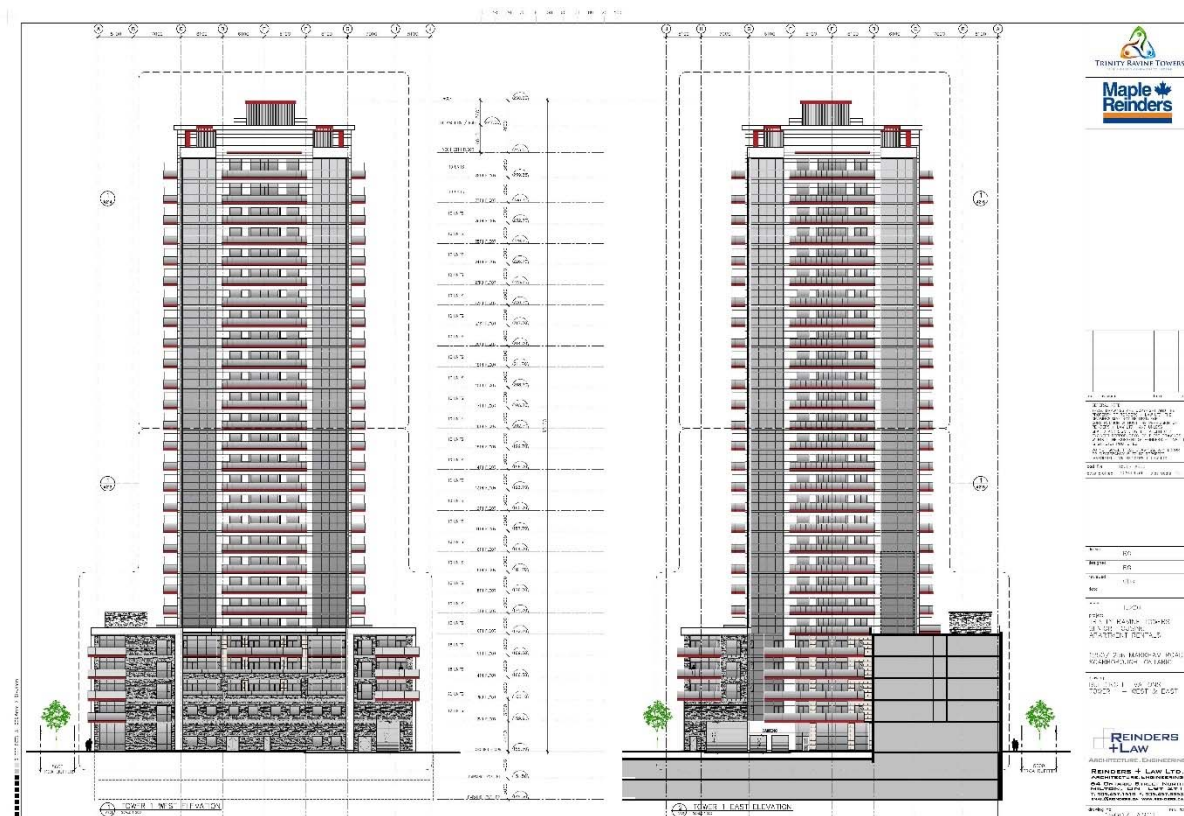
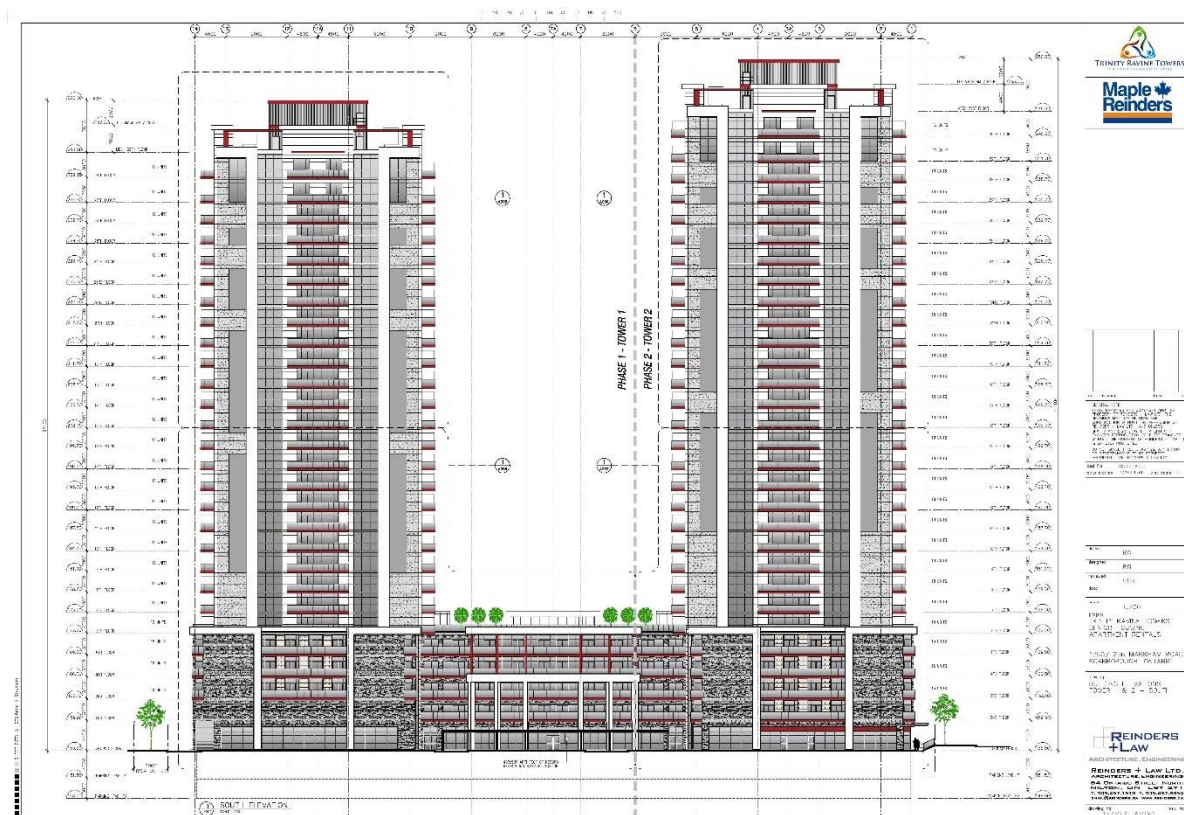
Exterior renderings/elevations of the development are included as follows.

#### RENDERINGS OF THE PROPOSED DEVELOPMENT

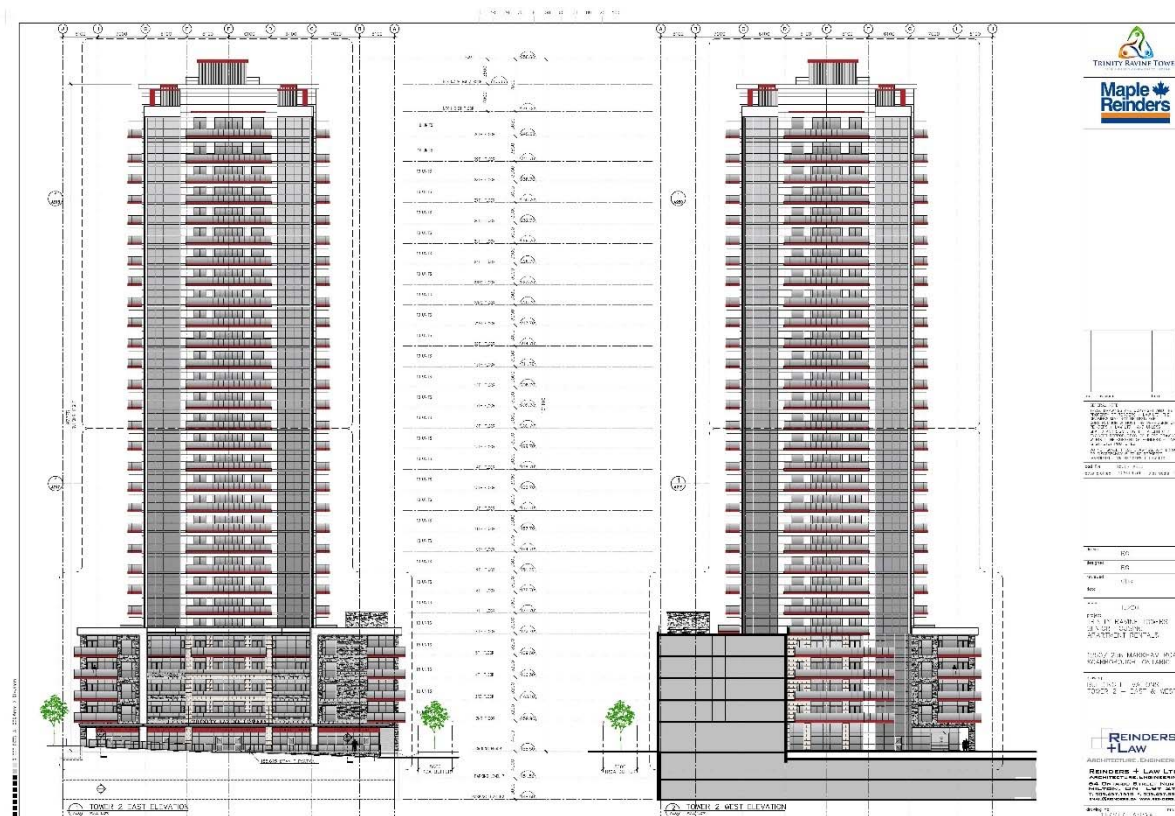
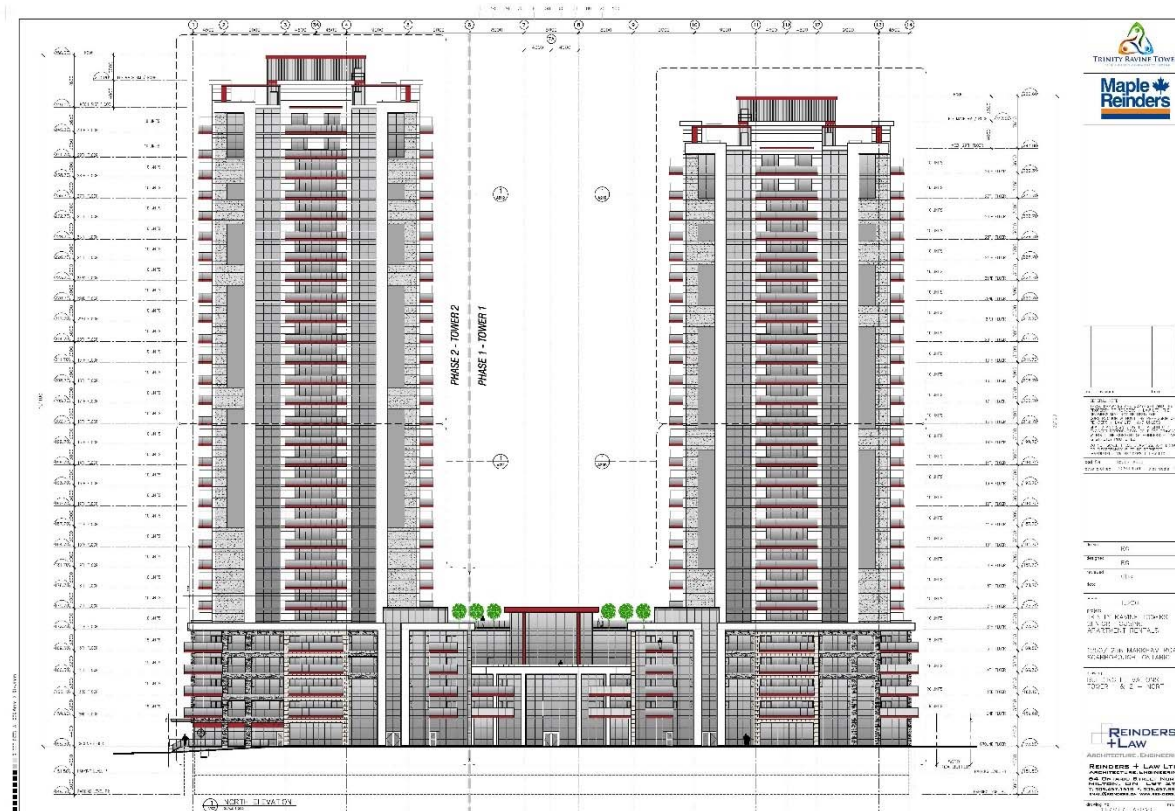












## LAND USE CONTROLS

### OFFICIAL PLAN

The Official Plan is a policy document that provides direction for planning activities. It is intended to co-ordinate the effects of change and future development in the best long-term interest of the municipality. It provides a framework for zoning and other local regulations.

The Official Plan for the City of Toronto designates the subject property as “Mixed Use Area”. As outlined in Chapter Four of the plan; “*Mixed Use Areas* are made up of a broad range of commercial, residential and institutional uses, in single use or mixed use buildings, as well as parks and open spaces and utilities.”

### ZONING

The Zoning By-law implements the Official Plan. It is a site-specific document that governs and controls the maximum height, density and form of development on any given site.

On May 7, 2013 the City of Toronto enacted a new city-wide Zoning By-Law to replace the individual By-Laws from the former Cities of York, North York, Scarborough, Etobicoke, Toronto and the Borough of East York. However, some existing designations were retained, and this is the case for the subject.

According to the former City of Scarborough Zoning By-law No. 24982 for the Progress Employment District, as amended, the subject property is zoned has an M – Industrial zoning designation. Permitted uses under the designation include: industrial uses, offices except medical and dental, places of worship, educational and training facilities, recreational uses, and day nurseries.

Residential uses under the M designation are not permitted.

The property owner has applied to the City of Toronto to amend the current Zoning By-Law to allow for the development of residential uses. The application is currently being considered.

### CONCLUSION

The subject site is a parcel of land proposed for the construction of high-density residential uses. We have assumed that the property owner has received all approvals and building permits to construct the proposed high-rise residential development.

## HIGHEST AND BEST USE

### INTRODUCTION

Fundamental to the concept of value is the principle of highest and best use which may be defined as that use of land which is most likely to produce the greatest net return to land over a given period of time. Interpretation of the foregoing includes the realization that, in addition to the property being physically adaptable for a specific use, there must be a demand and such use must be legally permissible through government land use regulations.

### ANALYSIS

The subject property comprises a 2.171 acre parcel of land proposed to be improved with a 605-unit multi-family residential condominium complex. In determining the highest and best use of the property, consideration has been given to the following:

- The subject site is currently a parking lot for the attached place of worship. It is proposed to be developed with 29 and 31-storey residential towers connected by a 5-storey podium with 5,565 square feet of ground floor commercial space. The proposed project has a total above ground gross floor area of 585,115 square feet and will contain a total of 605 units with 2 levels of underground parking (172 spaces).
- The Official Plan designation for the subject is *Mixed Use Area*, allowing for residential uses
- The subject property is currently zoned M – Industrial. The property owner has submitted an application to have the Zoning By-Law amended to permit the proposed development. This appraisal has assumed that all municipal approvals have been granted.
- The subject development is not yet constructed but from available plans, it is assumed that it will be high quality and built to modern standards.
- The subject property is located in an area of mixed-use development, in the eastern portion of the City of Toronto. Residential uses in the area include a number of high-rise apartment buildings.

### SUMMARY

Based on the investigations carried out, it is our opinion that the highest and best use of the subject property is for the construction of the proposed high-density residential/commercial development.

## APPROACH TO VALUE

The market value of the subject property is contingent upon a number of factors such as location, replacement cost, physical condition and utility of the improvements, the market climate and general economic conditions. In the valuation process, these factors are incorporated into three approaches to value.

- (1) The **Income Approach** is one in which the value is estimated by capitalizing the net rental which the property can reasonably be expected to produce over the remaining economic life of the improvements.
- (2) In the **Cost Approach**, the land is valued as if vacant, and to this amount is added the estimated cost of reproduction of the improvements, less wear and tear, deterioration, functional and economic obsolescence.
- (3) The **Direct Comparison Approach** requires an estimate based on a comparison of sales of similar properties.

The subject property is proposed for development with high-density residential uses. In this regard there are four methods of land valuation that represent variations of the above three approaches to value, as follows:

- (a) The **Comparative Sales Method** in which the site being appraised is compared with similar sites that have recently been sold or offered for sale.
- (b) The **Abstraction Method** in which a value is allocated to the improvements in a recent sale and, after subtracting this value from the overall sale price, the remainder is attributable to the land.
- (c) The **Development Method** in which the gross revenue from the sale of a lot, or lots, is established. A deduction is then made for all development costs and the residual figure is an indication of the value of the vacant site.
- (d) The **Land Residual Method** in which the property is assumed to have been developed to its highest and best use. The net return is subsequently capitalized to provide a value estimate, and the cost of completing the proposed development is then subtracted from the capitalized value in order to provide a residual value to the land.

For the purpose of this appraisal we have relied upon the Comparative Sales Method or Direct Comparison Approach. It is the most easily understood and widely recognized method of land valuation, particularly when there is ample evidence of recent sales activity.

## DIRECT COMPARISON APPROACH

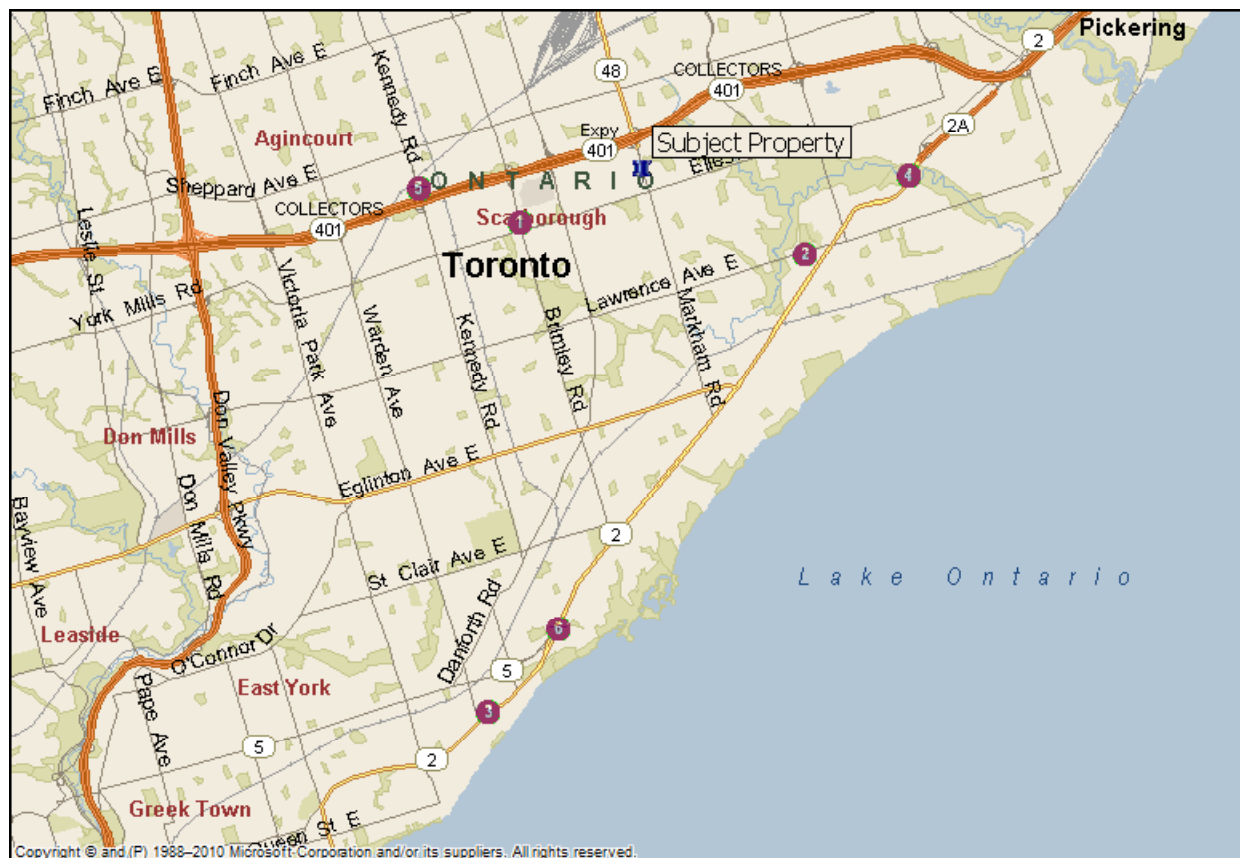
The Direct Comparison Approach is a valuation method whereby the property being appraised is compared with similar properties that have recently been sold or offered for sale. The assumption is that if the subject had been exposed to the market, it would have been in competition with the comparable property, dealing with the same type of purchaser under similar market conditions. Since no two properties are completely alike, adjustments must be made to compensate for differences between the comparable and the subject property. In arriving at a value conclusion by this method, the greatest weight is given to the sales of truly comparable properties sold at or nearest the effective date of appraisal in order to reflect comparable economic conditions.

In estimating the market value of the subject property we have investigated, and analyzed, recent sales of properties acquired for residential development. Specific emphasis has been given to properties acquired for high density residential development and/or high density mixed commercial and residential development in the former City of Scarborough. Properties of this nature are analyzed on the basis of the price per square foot of the proposed gross floor area (GFA). For analysis purposes, the sales information is summarized in the schedule below.

INDEX (DATE)	ADDRESS/LOCATION	CONSIDERATION (PRICE PER ACRE)	DESCRIPTION	PRICE PSF GFA
1 (5/20)	1560 Brimley Avenue Toronto (Scarborough)	\$13,750,000 (\$15,277,777)	- 39,204 sqft site - proposed for 201,920 sqft (5.2x lot area) - 15-storey, 250 unit residential condo building with 1,367 sqft retail space	\$68.10
2 (3/20)	4097 Lawrence Avenue East & 197-201 Galloway Road Toronto (Scarborough)	\$6,820,000 (\$6,779,324)	- 43,822 sqft site - proposed for 175,312 sqft (4.0x lot area) - 11-storey residential condo building with 216 units	\$38.90
3 (12/19)	1478-1496 Kingston Road Toronto (Scarborough)	\$17,000,000 (\$31,365,313)	- 23,610 sqft site - proposed for 166,132 sqft (7.04x lot area) - 11-storey residential condo building with 185 res. units plus comm. component	\$102.33
4 (8/19)	4694-4696 Kingston Road Toronto (Scarborough)	\$5,790,000 (\$5,230,352)	- 48,221 sqft site - proposed for 138,833 sqft (4.8x lot area) - 11-storey, 163 unit residential condo building and 5 townhouses	\$41.70
5 (4/19)	2035 Kennedy Road Toronto (Scarborough)	\$25,000,000 (\$14,863,258)	- 73,268 sqft site - proposed for 490,415 sqft (6.7x lot area) - 31 & 33-storey residential towers with 644 units and 4,736 sqft commercial component	\$50.97
6 (6/17 to 3/19)	2201-2209 Kingston Road Toronto (Scarborough)	\$6,425,000 (\$10,447,154)	- 26,790 sqft site - proposed for 146,249 sqft (5.4x lot area) - 12-storey, 180 unit residential condo building with 3,455 sqft retail space	\$43.93
<b>Subject Property</b>	<b>1256 Markham Road Toronto (Scarborough)</b>	---	<b>- 94,569 sqft (2.171 acre) site - proposed for 585,115 sqft (6.19x lot area) - 605 res. units plus comm. component</b>	---

The comparables show a range of between \$38.90 and \$102.33 per square foot buildable (\$57.66 psf average) based on the developments proposed for each property. In determining a per square foot rate to be applied to the subject site, various adjustments have been made to allow for differences in the date of sale, the location of the property, and the intended use. A map indicating the location of the comparables in relation to the subject is included on the following page.





The subject site is proposed to be developed with 29 and 31-storey residential towers connected by a 5-storey podium with 5,565 square feet of ground floor commercial space. The proposed project has a total above ground gross floor area of 585,115 square feet and will contain a total of 605 units with 2 levels of underground parking. In determining parameters to be applied to the subject property, various adjustments have been made to rates associated with the individual sales as follows:

**INDEX 1 – 1560 BRIMLEY AVENUE, TORONTO (SCARBOROUGH)**

- May 2020 sale of a 0.90 acre parcel of land located on the west side of Brimley Road, north of Ellesmere Road.
- The property sold at \$68.10 psf of proposed GFA and was improved with a 2-storey commercial building at the time of the sale.
- The comparable was approved for a development that contained a total of 201,920 square feet and comprises a 15-storey residential condominium development including 250 apartment units and a ground floor retail component.
- In comparing this sale to the subject lands, adjustments are required to account for the comparable's slightly lower density, smaller size and superior location.
- An overall downward adjustment to the rate per square foot is required.



**INDEX 2 – 4097 LAWRENCE AVENUE EAST & 197-201 GALLOWAY ROAD, TORONTO (SCARBOROUGH)**

- March 2020 sale of a 1.006 acre parcel of land located on the south-east corner of Lawrence Avenue East and Galloway Road.
- The property sold at \$38.90 per square foot of GFA.
- The comparable was proposed for a development that contains a total of 175,312 square feet (4.0x lot area) and comprises an 11-storey residential condominium building with 216 units.
- In comparing this sale to the subject lands, adjustments are required to account for the comparable's inferior location, lower density, lack of commercial space and smaller size.
- An overall upward adjustment to the rate per square foot is required.

**INDEX 3 – 1478-1496 KINGSTON ROAD, TORONTO (SCARBOROUGH)**

- December 2019 sale of a 0.542 acre parcel of land located on the north side of Kingston Road, east of Warden Avenue.
- The property sold at \$102.33 per square foot of proposed GFA and \$91,892 per unit.
- The comparable was proposed for a development that contains a total of 166,132 square feet (7.04x lot area) and comprises an 11-storey building with 185 units and ground floor commercial component.
- In comparing this sale to the subject lands, adjustments are required to account for the comparable's smaller size, slightly higher density and superior location.
- An overall downward adjustment to the per square foot buildable rate is required.

**INDEX 4 – 4694-4696 KINGSTON ROAD, TORONTO (SCARBOROUGH)**

- August 2019 sale of a 1.107 acre parcel of land located on the north side of Kingston Road, east of Morningside Avenue.
- The property sold at \$41.70 psf of proposed GFA and was improved with motel at the time of the sale.
- The comparable was proposed for a development that contained a total of 138,833 square feet and comprises an 11-storey residential condominium building with 163 units and 5 townhouses.
- In comparing this sale to the subject lands, adjustments are required to account for the older sale date as well as the comparable's inferior location, lack of commercial space and lower proposed density.
- An overall upward adjustment to the rate per square foot is required.

**INDEX 5 – 2035 KENNEDY ROAD, TORONTO (SCARBOROUGH)**

- April 2019 sale of a 1.682 acre parcel of land located on the east side of Kennedy Road, north of Highway 401.
- The property sold at \$50.97 psf of GFA and was vacant and unimproved at the time of the sale.
- The comparable was proposed for a development that contains a total of 490,415 square feet and comprises 31 and 33-storey residential condominium towers with 644 units and at grade retail.
- In comparing this sale to the subject lands, adjustments are required to account for the older sale date as well as the comparable's similar density, smaller size and superior location.
- An overall upward adjustment to the rate per square foot is required.

**INDEX 6 – 2201-2209 KINGSTON ROAD, TORONTO (SCARBOROUGH)**

- June 2017 to March 2019 assembly of a 0.615 acre parcel of land located on the south side of Kingston Road, east of Birchmount Road.
- The property sold at \$43.93 psf of proposed GFA and was improved with a commercial building at the time of the sale.
- The comparable was proposed for a development that contained a total of 146,249 square feet and comprises a 12-storey residential building including 180 apartment units and a ground floor retail component.
- In comparing this sale to the subject lands, adjustments are required to account for the older sale date as well as the comparable's superior location and lower proposed density and smaller lot size.
- An overall upward adjustment to the rate per square foot is required.

**SUMMARY**

We have examined a number of sales of parcels of residential development land considered similar to the subject. We have adjusted them for their sale date, density and location in comparison to the subject. After adjustments, the rates per unit range from approximately \$45.00 to \$75.00 per square foot of the proposed GFA. Given the size of the subject site and its location, a rate in the \$50.00 to \$60.00 per square foot buildable range is considered reasonable and indicative of the potential for the subject site.

A rate at the middle of the range has been utilized in the valuation; specifically \$55.00 per square foot buildable. Applying the aforementioned rate, the market value of the subject property is estimated to be:

$$\begin{array}{rcl} 585,115 \text{ square feet} \times \$55.00 \text{ per square foot} & = & \$32,181,325 \\ \text{Rounded to:} & & \$32,180,000 \end{array}$$

**VALUE BY THE DIRECT COMPARISON APPROACH ... \$32,180,000**

The value estimate also equates to a rate per acre of \$14,822,662 based on the total site area of 2.171 acres and a rate of \$53,190 per suite.

On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a “Global Pandemic”. This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review.

## FINAL VALUE ESTIMATE

The subject property comprises a 6.652 acre parcel of land located the west side of Markham Road at Tuxedo Court, just south of Highway 401 and north of Ellesmere Road. The subject site is currently improved with a newer, 79,625 square foot, 2-storey place of worship building with 458 surface parking spaces.

The subject property is proposed to be severed into 2 parcels in order to accommodate the planned residential development. The southern portion of the site will contain 4.482 acres and the current place of worship as well as a proposed 5-storey parking garage to replace spaces lost to the residential proposal. The northern portion of the site, 2.171 acres, is currently a paved parking lot but will be redeveloped with the proposed residential development.

The northern portion of the subject site is proposed to be developed with 29 and 31-storey residential towers connected by a 5-storey podium with 5,565 square feet of ground floor commercial space. The proposed project has a total above ground gross floor area of 585,115 square feet and will contain a total of 605 units with 2 levels of underground parking.

Having considered the data investigated, and all other factors which may affect value, it is our opinion that the current market value of the **northern portion** of the subject property, **as a parcel of high-density residential development land**, as of August 17, 2020, is:

**THIRTY-TWO MILLION, ONE HUNDRED AND EIGHTY THOUSAND DOLLARS**  
**(\$32,180,000)**

On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a “Global Pandemic”. This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review.

## MARKETING TIME

Assuming that there is no change in the current market conditions, and the subject is properly marketed, it is our opinion that the time required to realize the indicated value estimate is 3 to 9 months.

**ADDENDA**

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ASSUMPTIONS AND LIMITING CONDITIONS

ADDENDUM "A"

CERTIFICATION

ADDENDUM "B"

1. This report is prepared at the request of Global Kingdom Ministries for the purpose of an appraisal of the market value of the subject property. It is not reasonable for any other person or company other than Global Kingdom Ministries to rely upon this appraisal without first obtaining written authorization from this appraiser. There may be qualifications, assumptions or limiting conditions in addition to those set out below relevant to that person's identity or his intended use. This report is prepared on the assumption that no other person will rely on it for any other purpose and that all liability to all such persons is denied.
2. While expert in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed that:
  - (a) a legal description as set out herein is correct;
  - (b) title to the property is good and marketable;
  - (c) there are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein;
  - (d) the existing use is a legally conforming use, which may be continued by any purchaser from the existing owner;
  - (e) rights-of-way, easements or encroachments over the real property and leases or other covenants noted herein are legally enforceable.

Because these assumptions have been made, no investigation, legal or otherwise, has been undertaken which would verify these assumptions except as expressly noted herein.

3. The author is not a qualified surveyor and no legal survey concerning the subject property has been provided. Sketches, drawings, diagrams, photographs, etc. are presented in this report for the limited purpose of illustration and are not to be relied upon in themselves.
4. The author is not qualified to give engineering advice. It is assumed that there are no patent or latent defects in the subject improvements, that no objectionable materials such as Urea Formaldehyde foam are present, and that they are structurally sound and in need of no immediate repairs, unless expressly noted within this report. No soil tests have been done, nor have tests been done of the heating, plumbing, electrical, air-conditioning or other systems and, for the purpose of this opinion, they are assumed to be in good working order.
5. No investigation has been undertaken with the local zoning office, the fire department, the building inspector, the health department or any other government regulatory agency unless such investigations are expressly presented to have been made in this report. The subject property must comply with such government regulations and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigations may be necessary.
6. The author of this report cannot accept responsibility for legal matters, opinions of title, hidden and/or unapparent conditions of the property. The estimated current market value of the real property which is appraised in this report pertains to the value of the fee simple interest in the real estate. The property rights appraised herein exclude mineral rights, if any.
7. The property has been valued on the basis that there are no outstanding liabilities except as expressly noted herein, pursuant to any agreement with a municipal or other government authority, pursuant to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to lease, which may affect the stated value or saleability of the subject property or any portion thereof.
8. The interpretation of the contractual agreements, pertaining to the operation and ownership of the property, as expressed herein, is solely the opinion of the author and should not be construed as a legal interpretation. Further, the summary of these contractual agreements, is presented for the sole purpose of giving the reader an overview of the salient facts thereof.

9. Neither possession of this report nor a copy carries with it the right of publication, except for those rights granted in Paragraph 1. All copyright is reserved to the author and this report is considered confidential by the author and the client. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without the prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference.
10. Market data has been obtained in part from documents at the Land Registry Office, or as reported by the real estate board. These data are not guaranteed for accuracy. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence.
11. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value expressed as of the date of this appraisal cannot be relied upon to estimate the market value of any other date except with further advice of the appraiser.
12. The compensation for services rendered in this report does not include a fee for court preparation or court appearances, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial body which will decide the use of the report which best serves the administration of justice.
13. Our appraisal assumes that the subject property, both its land and building components, are free of toxic waste, fill or hazardous materials that may be environmental contaminants. This statement is made as the result of inspection as real estate appraisers and not environmental consultants. An environmental audit of the property is needed to verify its environmental status and this is beyond our professional expertise.
14. It is imperative that the reader or any other interested party be aware that the Appraiser did not inspect the premises for fire detection or smoke detection systems, or for the presence of carbon monoxide detectors, nor did the Appraiser inspect the condition of such equipment, if present. The Appraiser takes no responsibility whatsoever for the lack of, or condition of, detection devices that may be located on the premises, nor does the Appraiser warrant compliance in any manner of such equipment, if present.
15. The aggregate value of a limited partnership interest may be different than the value of the freehold or fee simple interest in the real estate, by reason of the possible contributory value of non-realty interests or benefits such as provision for tax shelter, potential for capital appreciation, special investment privileges, particular occupancy and income guarantees, special financing or extraordinary agreements for management services.
16. The reader should be aware that, when preparing a report for financing purposes, appraisers do not investigate if the prospective loan and applicant satisfy prudent underwriting criteria. Consequently, we assume no responsibility for losses on loans involving our appraisal efforts that result from the lender's failure to do proper due diligence regarding the creditworthiness of the borrower or their ability to service or repay the loan.
17. The appraiser shall not be responsible for any loss or damage arising from his authorship of this report, or any reliance placed upon it, if this report is used by the client or any other person for any reason other than mortgage lending purposes by a lender without the explicit permission of the appraiser.
18. All efforts have been made in the preparation of this report to comply with the requirements under the Personal Information Protection and Electronic Documents Act (PIPEDA). This includes obtaining verbal consent to take the interior photographs included in this report from a representative from the owner.
19. Only intended users identified by name in the report are able to use and rely on this report bearing original signature(s) of the author(s).



We certify that to the best of our knowledge and belief:

Louie Tragianis inspected the property on August 17, 2020.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice.

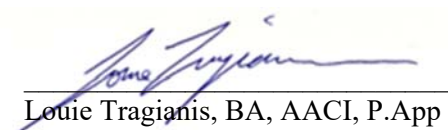
The Appraisal Institute of Canada has a mandatory Continuing Professional Development Program for designated members. As of the date of this report, Louie Tragianis has fulfilled the requirements of the program.

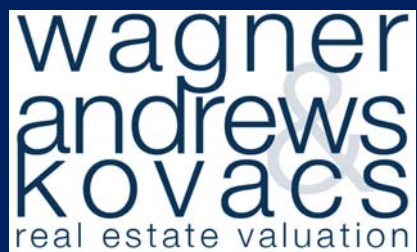
No one provided significant professional assistance to the persons signing this report.

Having regard to all of the information contained in this appraisal report, it is our opinion that the current market value of the **northern portion** of the subject property, **as a parcel of high-density residential development land**, subject to the underlying assumptions and limiting conditions outlined in the report, as at August 17, 2020, is:

**THIRTY-TWO MILLION, ONE HUNDRED AND EIGHTY THOUSAND DOLLARS**  
**(\$32,180,000)**

On March 11, 2020 the World Health Organization declared the novel coronavirus (COVID-19) as a "Global Pandemic". This pandemic has impacted the global economy, and given the potential impacts it may have on the real estate market, a higher degree of caution should be attached to our valuation than would normally be the case. While values and opinions contained in this report are based primarily on historical data available as at the effective date, previous market evidence for comparison purposes carries less weight in this unstable market to inform current opinions of value. We emphasize that this is a point-in-time valuation, based on current market conditions and available data. Since this report does not and cannot consider any future changes to the property or market conditions, clients and intended users are cautioned in relying on this report after the effective date. Given this market instability caused by COVID-19, we recommend that the valuation of this property be kept under frequent review.

  
Louie Tragianis, BA, AACI, P.App  
Dated: August 19, 2020



This is Exhibit "TT" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**ASSET PURCHASE AGREEMENT**  
**BETWEEN**  
**TRINITY RAVINE COMMUNITY INC.**  
**AND**  
**MADISON HOME DÉCOR LTD., in trust for a corporation to be incorporated**  
**MADE AS OF**  
**August 23, 2022**

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## **ASSET PURCHASE AGREEMENT**

**THIS AGREEMENT** is made as of August 23, 2022

BETWEEN

**MADISON HOME DÉCOR LTD., in trust for a corporation to  
be incorporated,** a corporation incorporated under the laws of  
Ontario (the “**Purchaser**”),

- and -

**TRINITY RAVINE COMMUNITY INC.**

**WHEREAS** Trinity Ravine Community Inc. (the “**Vendor**”) is the owner and developer of a real estate development project known as Trinity Ravine Community (the “**Project**”) located at the real property municipally known as 1256 Markham Road, Scarborough, Ontario (the “**Development Land**”, as more particularly described herein).

**AND WHEREAS** pursuant to the Order of the Honourable Mr. Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 23, 2022 (the “**Initial Order**”, as amended and rested), the Vendor was granted creditor protection and other ancillary relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) and Deloitte Restructuring Inc. was appointed CCAA monitor (the “**Monitor**”).

**AND WHEREAS** pursuant to the Order of the Honourable Madam Justice Conway, dated March 4, 2022 (the “**Sale Process Order**”), the Monitor with the assistance of the Vendor was authorized to conduct a sale and investment solicitation process (the “**Sale Process**”) in respect of the Development Land and the other property of the Vendor (collectively, the “**Property**”).

**AND WHEREAS** the Purchaser desires to purchase and assume the Purchased Assets (as defined herein) upon and subject to the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, the parties agree as follows:

### **ARTICLE 1 - INTERPRETATION**

#### **1.01 Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

**“Affiliates”** means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person.

**“Agreement”** means this agreement, including its recitals and schedules, as amended from time to time.

**“Applicable Law”** means:

- (i) any applicable domestic or foreign law including any statute, subordinate legislation or treaty, as well as the common law; and
- (ii) any applicable and enforceable rule, requirement, order, judgment, injunction, award or decree of a Governmental Authority.

**“Applications”** has the meaning set out in Section 4.01(3);

**“Approval and Vesting Order”** means an order of the Court substantially in the form attached hereto as **Appendix A**: (i) approving the sale of the Purchased Assets by the Vendor to the Purchaser pursuant to the terms of this Agreement; and (ii) providing for the vesting of the right, title, benefit and interest of the Vendor in and to the Purchased Assets in and to the Purchaser, free and clear of all Liens, other than the Permitted Encumbrances.

**“Assigned Contracts”** means those Contracts and Permits set out in **Appendix B**.

**“Assignment and Assumption Agreement”** means an agreement pursuant to which the Vendor will assign the Assigned Contracts to the Purchaser and the Purchaser will assume the Assumed Contracts at the Time of Closing, substantially in the form of the document set out in **Appendix C**.

**“Assumed Liabilities”** has the meaning set out in Section 2.09;

**“Books and Records”** means all personnel records, inspection records, financial records, and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the business and the Purchased Assets as are in the possession or under the control of the Vendor, but does not include the Project Records.

**“Business Day”** means a day other than a Saturday, Sunday, statutory or civic holiday in Toronto, Ontario.

**“Church”** has the meaning set out in Section 4.01(3);

**“Claim”** means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any loss, claim or demand relating thereto or resulting therefrom, or any other claim or demand of whatever nature or kind.

**“Closing Date”** means September 26, 2022, or such other date as may be agreed in writing between the parties hereto.

“**Contract**” means any contract, agreement, license, instrument or commitment recognized at law or equity, whether express or implied, or arising by a course of conduct or usage of trade.

“**Court**” has the meaning set out in the recitals hereto.

“**Deposit**” has the meaning set out in 2.10(1)(a).

“**Development Land**” means the lands municipally known as 1256 Markham Road, Scarborough, Ontario, and more particularly described at **Schedule 1 hereto**.

“**DRA**” has the meaning set out in 6.04

“**Environmental Laws**” means any Applicable Law relating to the natural or indoor environment including those pertaining to (i) reporting, licensing, permitting, investigating, remediating or controlling the presence or Release or threatened Release of Hazardous Substances, or (ii) the use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including, for greater certainty, any such Applicable Law pertaining to occupational health and safety.

“**Excluded Assets**” has the meaning set out in Section 2.02.

“**Excluded Contracts**” means any Contracts or Permits that are not assignable as contemplated in Section 2.10(2), and any other Contracts or Permits that are not Assigned Contracts.

“**Governmental Authority**” means any domestic or foreign legislative, executive, judicial or administrative body or person having jurisdiction in the relevant circumstances.

“**Hazardous Substance**” means any substance, material or emission whose storage, handling, use, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant or pollutant as defined in the *Environmental Protection Act* (Ontario).

“**HST Undertaking and Indemnity**” means the form attached to this Agreement as **Appendix G**.

“**Initial Order**” has the meaning set out in the recitals hereto.

“**Liabilities**” means all costs, expenses, charges, debts, liabilities, commitments and obligations of any nature or kind, whether accrued or fixed, actual, absolute, contingent, latent or otherwise, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law or Claim and those arising under any Contract or undertaking or otherwise, including any tax liability or tort liability of the Vendor.

“**Liens**” means any lien (statutory or otherwise), mortgage, pledge, security interest (whether contractual, statutory or otherwise), hypothecation, trust or deemed trust (whether contractual, statutory, or otherwise), execution, levy, charge, encumbrance, interest in property, or other financial or monetary claim which, in each case, in substance, secures payment or performance of an obligation, or similar charge of any kind.

**“Life Lease Agreements”** means the agreements between Life Lease Buyers and the Vendor pursuant to which Life Lease Buyers purchased the right to occupy Project Units.

**“Life Lease Buyers”** means persons set out in Schedule 2 who executed Life Lease Agreements with the Vendor.

**“Life Lease Deposits”** means deposit amounts paid by Life Lease Buyers to the Vendor as deposits under their Life Lease Agreements, as set out in Schedule 2, which deposit amounts are subject to verification by the Vendor, Purchaser or a third party auditor, and will not exceed the amounts set out in Schedule 2.

**“Life Lease Deposit Credits”** means a credit in favour of the Life Lease Buyers identified in Schedule 2, equal to the amount of the Life Lease Buyers’ Life Lease Deposits, less: (i) all distributions, repayments or any other amounts received by any or all of the respective Life Lease Buyers, including but not limited to, any amounts received from the Vendor, the Monitor or any other party as repayment of all or a portion of his/her/its respective Life Lease Deposits, and (ii) the estimated amount of any future distributions, repayments or other amounts to be received by the Life Lease Buyers, from the Monitor, the Vendor or any other source as repayment of all or a portion of his/her/its Life Lease Deposits, such amount to be calculated by the Vendor and approved by the Purchaser in advance of any Life Lease Deposit Credits being applied or credited.

**“Monitor”** has the meaning set out in the recitals hereto.

**“Monitor’s Certificate”** means a certificate signed by the Monitor substantially in the form attached as Schedule “A” to the Approval and Vesting Order.

**“New Project”** means the residential condominium development to be constructed on the Development Lands by the Purchaser.

**“New Project Units”** means the residential condominium units contemplated as part of the New Project.

**“Non-Disclosure Agreement”** means the non-disclosure agreement dated May 5, 2022 between Nahid Corporation and the Vendor.

**“Permits”** means all permits, licences, certificates, approvals, authorizations, and registrations, or any item with a similar effect, issued or granted by any Governmental Authority.

**“Permitted Encumbrances”** means only those Liens related to the Purchased Assets set forth on **Appendix D**.

**“Person”** means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

**“Personal Information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**“Proceeds”** has the meaning set out in Section 6.08(1)(b)(i).

**“Project”** means the development of a multi-unit residential real estate project located at the Project Address.

**“Project Address”** means the Development Land.

**“Project Records”** means all records relating to the Project and the Development Land, that are in the Vendor’s possession or under its control, including, without limitation, all: (i) permits, approvals and authorizations; and (ii) electrical, mechanical, architectural and structural drawings.

**“Project Units”** means the residential units contemplated as part of the Project.

**“Purchase Price”** has the meaning set out in Section 2.03.

**“Purchased Assets”** has the meaning set out in Section 2.01.

**“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

**“Sale Process”** has the meaning set out in the recitals hereto.

**“Sale Process Order”** has the meaning set out in the recitals hereto.

**“Taxes”** means any and all federal, provincial or municipal taxes, assessments, levies, charges and impositions exigible under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets or other transactions contemplated under this Agreement including, without limitation, Transfer Taxes.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Time of Closing”** means 4:00 p.m. (Toronto Time) on the Closing Date.

**“Transfer Taxes”** has the meaning set out in Section 2.08.

## 1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Exhibits are to Articles and Sections of and Exhibits to this Agreement.

### 1.03 **Extended Meanings**

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than the Vendor and the Purchaser.

### 1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

### 1.05 **Currency**

All references to currency herein are to lawful money of Canada.

### 1.06 **Schedules & Exhibits**

The following are the Schedules and Exhibits to this Agreement, and each forms an integral part hereof:

**Schedule 1** – Description of Development Land

**Schedule 2** – Life Lease Buyers and Life Lease Deposits Outstanding

**Appendix A** – Form of Approval and Vesting Order

**Appendix B** – Assigned Contracts and Permits

**Appendix C** – Form of Assignment and Assumption Agreement

**Appendix D** – Permitted Encumbrances

**Appendix E** – Allocation of Purchase Price

**Appendix F** – Form of HST Undertaking and Indemnity

## **ARTICLE 2 – SALE AND PURCHASE**

### 2.01 **Assets to be Sold and Purchased**

Upon and subject to the terms and conditions hereof, the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor, as of and with effect from the Time of Closing, all of the right, title, benefit and interest of the Vendor in and to the following assets (collectively, the “**Purchased Assets**”):

- (a) the Development Land;
- (b) all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Development Land;



- (c) the concrete pipes associated with the Development Lands and/or Project, located on the property adjacent to the Development Lands, which forms part of the Church, together with any and all building supplies and materials associated with or acquired in connection with the Project, whether located on the Development Lands or elsewhere;
- (d) the Project Records;
- (e) subject to Sections 2.09 and 2.10(2), and to the extent not otherwise included in this Section 2.01, the Assigned Contracts;
- (f) all pre-paid expenses and deposits relating to the Purchased Assets (other than Life Lease Deposits) including all pre-paid taxes, local improvement rates and charges, water rates and other operating costs, all pre-paid purchases of gas, oil and hydro, and all pre-paid lease payments;
- (g) the Books and Records pertaining to the Project;

but excluding, for greater certainty, in each and every case the Excluded Assets (as hereinafter defined).

## 2.02 **Excluded Assets**

Notwithstanding Section 2.01 or any other provision in this Agreement to the contrary, the Vendor will retain its right, title, benefit and interest in and to all assets other than the Purchased Assets, and the Purchaser will have no rights with respect to the right, title, benefit and interest of the Vendor in and to the following assets (collectively, the “**Excluded Assets**”):

- (a) the Life Lease Deposits;
- (b) the Life Lease Agreements;
- (c) the cash and cash equivalents, short-term investments, bank account balances, bank deposits, including any deposits posted in respect of letters of credit, and petty cash of the Vendor;
- (d) all rights of the Vendor to tax refunds, credits, rebates or similar benefits relating to the Purchased Assets;
- (e) the Excluded Contracts;
- (f) shares and other interests or capital of the Vendor;
- (g) the tax records and insurance policies of the Vendor;
- (h) any Claim of the Vendor to reimbursement under any insurance policy applicable to the Vendor;
- (i) Books and Records not pertaining to the Purchased Assets;

- (j) all machinery, equipment, tools, or vehicles owned by third parties that are situated on the Development Land; and
- (k) all cash or letters of credit delivered to the City of Toronto by the Vendor pursuant to any site plan or other development agreements.

### 2.03 **Purchase Price**

The aggregate purchase price payable by the Purchaser for the Purchased Assets, excluding all applicable Taxes, is an amount equal to a sum of the following (such amount hereinafter referred to as the “**Purchase Price**”):

- (a) the amount of [REDACTED] subject to customary adjustments (including property taxes); and
- (b) the Life Lease Deposit Credits, subject to the terms set out in Section 2.13.

### 2.04 **Allocation of Purchase Price**

The Purchase Price will be allocated among the Purchased Assets as set out in **Appendix F**. The Vendor and Purchaser will make and file all tax returns and filings on a basis which is consistent with the amount and allocation of the Purchase Price.

### 2.05 **Intentionally deleted**

### 2.06 **Elections**

The Vendor and the Purchaser will on or before the Time of Closing jointly execute an election (if applicable), in the prescribed form and containing the prescribed information, to have subsection 167(1.1) of the *E cise Ta Act* (Canada) apply to the sale and purchase of the Purchased Assets hereunder so that no tax is payable in respect of such sale and purchase under Part IX of the *E cise Ta Act* (Canada). The Purchaser will file such election with the Minister of National Revenue within the time prescribed by the *E cise Ta Act* (Canada).

### 2.07 **Property Taxes**

(1) All property taxes imposed on or with respect to the Purchased Assets for the tax year that includes the Closing Date will be prorated between the Vendor and the Purchaser as of the Closing Date. The Vendor will be liable for the portion of such taxes based on the number of days in the year occurring prior to the Closing Date, and for all property taxes, interest, penalties and fees owing for all prior years, and the Purchaser will be liable for the portion of such property taxes based on the number of days in the year occurring on and after the Closing Date. This includes all municipal realty taxes, assessments, levies and penalties of any nature or kind, and interest and costs thereon, including all levies and special charges set forth in the respective tax bills of any government taxation authority. In the event that there are any tax arrears, including any interest, penalties and fees owing as at the Closing Date, all such amounts shall be paid by the Vendor out of the proceeds of sale. Notwithstanding anything to the contrary herein, the Vendor

will also be responsible for any and all interest and/or penalties that accrue and/or are payable following the Closing Date that arise as a result of any property taxes, interest or penalties due and owing by the Vendor prior to the Closing Date. The Vendor shall indemnify and save the Purchaser harmless as against all such amounts. The Vendor shall also provide the Purchaser with evidence of payment of all property tax arrears, interest and penalties due and owing by the Vendor, in accordance with the terms of this Agreement.

(2) The Purchaser shall, at its option, be entitled to continue any realty tax appeals, complaints, applications, or proceedings pending for any calendar year prior to the calendar year in which the Closing Date occurs and shall be entitled to receive from the municipality any payment resulting therefrom. To the extent the Vendor receives any of the aforementioned payments, it shall hold said payments in trust for the Purchaser and forthwith remit the payments to the Purchaser.

## 2.08 **Transfer Taxes**

(1) The Purchaser will be liable for and, subject to Section 2.06, will pay, or will cause to be paid, all transfer, land transfer, value added, *ad alorem*, excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, “**Transfer Taxes**”) payable under any Applicable Law on or with respect to the sale and purchase of the Purchased Assets under this Agreement. The Purchaser will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense.

(2) The Purchaser shall indemnify and save harmless the Vendor and its employees, advisors and agents from all Claims incurred, suffered or sustained as a result of a failure by the Purchaser:

- (a) to pay any Transfer Taxes payable by the Purchaser; and/or
- (b) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Purchased Assets.

## 2.09 **Assumption of Liabilities**

(1) At the Time of Closing, the Purchaser will assume and thereafter fulfil, perform and discharge when due the following Liabilities of the Vendor outstanding as at the Closing Date (collectively, the “**Assumed Liabilities**”):

- (a) all Liabilities arising from or after the Time of Closing relating to or arising from the Purchased Assets under Environmental Laws.

(2) In addition to any other provision for indemnification by the Purchaser contained in this Agreement, the Purchaser will, on and after the Closing Date, indemnify and save harmless the Vendor and the Monitor and Broker (as defined in the SISP) on its own behalf and as trustee for its Affiliates and its and their current and former directors and officers, employees, agents, advisors and representatives (collectively, the “**Indemnitees**”) from and against all Claims

asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities (other than Claims arising from fraud, criminal activity or wilful misconduct on the part of the Indemnitees).

## 2.10 **Assigned Contracts**

(1) Subject to Section 2.10(2), the Purchaser, with the Vendor's consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Vendor will provide its reasonable cooperation to assist the Purchaser to obtain such consents, including providing financial and other information of the Vendor requested by the Purchaser or party to such Assigned Contract.

(2) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non-assignable rights or any Contracts or Permits for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable.

## 2.11 **Payment of Purchase Price**

(1) The Purchase Price will be satisfied by the Purchaser as follows:

- (a) an amount of [REDACTED] as a refundable deposit (the "**Deposit**") payable within five (5) Business Days following acceptance of this Agreement by the Vendor, by wire transfer of immediately available funds to an account specified by the Monitor, in trust, to be held in a bank account at a Canadian chartered bank and paid as provided in Section 2.11(2);
- (b) the balance of the Purchase Price in Section 2.03(a) (less the Deposit), by wire transfer at the Time of Closing of immediately available funds to an account specified by the Monitor, in trust; and
- (c) the acceptance of the Life Lease Deposit Credits, subject to the terms set out herein.

(2) The Deposit paid to the Monitor by the Purchaser pursuant to Section 2.11(1)(a) will be:

- (a) applied to the Purchase Price at the Time of Closing and held by the Monitor, in trust, pending further Order of the Court, if the sale and purchase of the Purchased Assets provided for herein is completed in accordance with the terms and conditions hereof;
- (b) paid to the Purchaser on or after the fifth Business Day after the date of termination of this Agreement, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated, (i) pursuant to Section 5.04(e), (ii) by the Purchaser pursuant to Section 5.04(a), 5.04(b) or 5.04(f), or (iii) by the Vendor pursuant to Section 5.04(c) or Section 5.04(d); or

- (c) forfeited by the Purchaser and held by the Monitor, in trust pending further Order of the Court, together with any interest that has been paid by the applicable bank thereon (net of any applicable bank fees or charges), if this Agreement is terminated by the Vendor pursuant to Section 5.04(a) or Section 5.04(c) (solely with respect to a condition in Section 5.02(b)) or Section 5.04(f) (unless the Vendor has failed to comply with its obligations under this Agreement), and for greater certainty the Purchaser acknowledges and agrees that the amount of the Deposit is a genuine pre-estimate of damages and any such forfeiture would be neither penal nor unconscionable,

provided that if the sale and purchase of the Purchased Assets provided for herein is not completed in accordance with the terms and conditions hereof and, prior to 4:00 p.m. on the fifth Business Day after the date of termination of this Agreement, written notice is given by either the Vendor or the Purchaser to the other counterparty and the Monitor that such party in good faith disputes that the other is entitled to receive the Deposit and/or any accrued interest thereon, then the Deposit and all accrued interest thereon may, at the option of the Monitor in its sole discretion, be paid into Court as soon as reasonably possible (net of any applicable bank fees or charges), and further provided that the Vendor shall be entitled to seek the direction of the Court at any time in respect of any matter relating to the Deposit, including the payment thereof to any Person.

#### 2.12 **Delivery of Purchased Assets**

(a) Prior to Closing, the Vendor shall provide assurances from the Church that the Purchaser will be granted access on and over the Church's lands, from time to time, to remove and relocate all items, equipment, including concrete pipes, etc., associated with the Development Lands and/or Project, which are located on the neighbouring Church lands.

(b) At the Time of Closing, (a) the Purchaser will take possession of the Development Land and all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Development Land where situated; (b) the Vendor will deliver to the Purchaser all remaining Purchased Assets as directed by the Purchaser.

#### 2.13 **Life Lease Deposit Credits**

The Life Lease Deposit Credits may, at the election of each Life Lease Buyer, be applied as a credit in his/her favour against the balance of the purchase price due and owing on the final closing of a New Project Unit, subject to the following terms and conditions:

(a) the maximum Life Lease Deposit Credits to be applied/credited in respect of the purchase of any individual New Project Unit shall be 5% of the total purchase price as set out in the applicable agreement of purchase and sale for the purchase of a New Project Unit;

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(b) a maximum of 50% of the aggregate (total) amount of all Life Lease Deposit Credits available to all Life Lease Buyers may be applied/credited against the purchase of New Project Unit(s) in any one (1) individual condominium phase (i.e. one (1) condominium building or one (1) condominium tower) forming part of the New Project, subject to availability, on a first come, first served basis. The foregoing shall apply to each individual condominium phase or condominium building forming part of the New Project;

(c) Life Lease Deposit Credits may only be applied/credited against the purchase of a maximum of fifty (50%) percent of the total amount of New Project Units in any individual phase or building within the New Project;

(d) if for any reason the New Project or any additional phase or building forming part of the New Project is not constructed on the Development Land by the Purchaser, or an affiliate of the Purchaser, within five (5) years of the Closing Date, the Life Lease Deposit Credits shall automatically expire without any requirement for notice to the Vendor, the Monitor or the Life Lease Buyers, and without any liability of the Purchaser. The foregoing shall not apply to any Life Lease Buyers who have entered into firm and binding agreements of purchase and sale for the purchase of a New Project Unit within any phase of the New Project that is constructed on the Development Lands within five (5) years of the Closing Date;

(e) each Life Lease Buyer is permitted to purchase multiple New Project Units, and in such event, subject to the terms and conditions set out herein, a portion of the Life Lease Deposit Credits applicable to that/those Life Lease Buyers can be applied against any or all of the purchased New Project Units, to a maximum of the total amount of Life Lease Deposit Credits applicable to any such Life Lease Buyer;

(f) the Life Lease Buyers will be given the opportunity to purchase New Project Units in any given phase of the New Project, at the first available release/launch of New Project Units to the general public;

(g) when entering into purchase and sale agreements for the purchase of New Project Units, Life Lease Buyers shall not use or retain a third party real estate agent or broker. The Purchaser as vendor shall be permitted to deduct from or set off against the Life Lease Deposit Credits an amount equal to the full amount of any commissions and/or other fees and taxes payable by the Purchaser as vendor to any cooperating agents or cooperating brokers associated with the purchase of New Project Units by Life Lease Buyers;

(h) subject to the terms and conditions set out herein and subject to the terms and conditions of the purchase and sale agreements for the purchase of New Project Units, the Life Lease Deposit Credits applicable to a purchase and sale agreement may be assigned as part of an assignment of the purchase and sale agreement to an assignee;

(i) in the event that a purchase and sale agreement for the purchase of a New Project Unit is terminated for any reason, the Life Lease Deposit Credits applicable to that purchase and sale agreement shall be forfeited by the Life Lease Buyer;

(j) Life Lease Buyers will be permitted to purchase New Project Units subject to availability;



(k) The Purchaser shall not be liable to any party whatsoever, including but not limited to Life Lease Buyers, the Vendor, the Monitor or any creditor of the Vendor for any and all losses, costs or damages whatsoever incurred or suffered as a consequence of Life Lease Buyers or any one or more of them: (1) not being able to purchase and/or not purchasing a New Project Unit in the New Project and/or any one or more phases of the New Project; and (2) not receiving the benefit of or credit for all or any portion of the Life Lease Deposit Credits.

(l) the benefit or value of Life Lease Deposit Credits shall only be available as a credit against the balance due on the closing of a New Project Unit.

### **ARTICLE 3- REPRESENTATIONS AND WARRANTIES**

#### **3.01 Vendor's Representations and Warranties**

The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor is a corporation duly incorporated, organized and existing under the laws of Canada;
- (b) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, the Vendor has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) subject to the entry of the Approval and Vesting Order and any other orders required by the Court in connection with the transactions contemplated herein, this Agreement constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms;
- (d) the Vendor has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transaction(s) contemplated herein and the entering into of this Agreement and completion of the transaction(s) contemplated herein will not breach its constating documents, any agreement binding on the Vendor, or Applicable Laws relating to the Vendor;
- (e) there are no orders or proceedings before or pending before any Governmental Authority, or threatened to be brought by or before any Governmental Authority by or against the Vendor affecting the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby by the Vendor;
- (f) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;

- (g) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Vendor of this Agreement;
- (h) the Vendor is registered under Part IX of the *Excise Tax Act* (Canada) with registration number 842428955; and
- (i) the Vendor is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

### 3.02 **Purchaser's Representations and Warranties**

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a corporation duly incorporated, organized and existing under the laws of Ontario;
- (b) the Purchaser has the power, authority and right to enter into and deliver this Agreement and to carry out its obligations hereunder;
- (c) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the Purchaser has taken all necessary corporate action to authorize the entering into and performance by it of this Agreement and completion of the transaction(s) contemplated herein and the entering into of this Agreement and completion of the transaction(s) contemplated herein will not breach its constating documents, any agreement binding on the Purchaser, or Applicable Laws relating to the Purchaser;
- (e) there are no orders or proceedings before or pending before any Governmental Authority, or threatened to be brought by or before any Governmental Authority by or against the Purchaser affecting the legality, validity or enforceability of this Agreement or the consummation of the transactions contemplated hereby by the Purchaser;
- (f) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;
- (g) except for the Approval and Vesting Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement;

- (h) the Purchaser has available, or prior to the Time of Closing will have, sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement;
- (i) the Purchaser is or will be registered under Part IX of the *Excise Tax Act* (Canada) and will provide its registration number to the Vendor prior to the Closing Date;
- (j) the Purchaser is not a non-resident of Canada within the meaning of section 116 of the Tax Act;
- (k) none of the Purchaser, any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, agent, employee, affiliate or representative of the Purchaser or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, a Person currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, "**Sanctions**"); and
- (l) none of the Purchaser or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Purchaser's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Person subject to Sanctions. The Purchaser has procedures and policies in place designed to ensure compliance with Sanctions.

### 3.03 "As Is, Where Is"

(1) The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets (including a review of title), and all other relevant matters and has determined to proceed with the transaction contemplated herein and will accept the same at the Time of Closing in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.

(2) Except as otherwise expressly provided in Section 3.01, no representation, warranty or condition whether statutory (including under the Sale of Goods Act (Ontario), the International Sale of Goods Contracts Convention Act (Canada) and the International Sale of Goods Act (Ontario) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by the Vendor, Monitor or Broker including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own

investigations as to the matters set out above and in determining to purchase the Purchased Assets pursuant to this Agreement.

(3) The description of the Purchased Assets contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Vendor. Except as otherwise explicitly set forth in Section 3.01, no representation, warranty or condition has been given by the Vendor, Monitor or Broker concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Vendor or the quality, quantity or condition of the Purchased Assets) are specifically disclaimed by the Vendor.

(4) Any documents, materials and information provided by the Vendor, Broker or Monitor to the Purchaser with respect to the Purchased Assets (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendor, Broker and/or Monitor have not made and are not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Vendor, Broker and/or Monitor and its Affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such documents directly and further that the documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

### 3.04 **Municipal Agreements and Development Approvals**

The Vendor acknowledges that the Purchaser is purchasing the Property for the purpose of, among other things, developing and constructing a residential project on the Development Lands. The Vendor agrees forthwith upon written request by the Purchaser, at any time prior to the Closing Date, and without charge, to co-operate in any reasonable manner required by the Purchaser to assist the Purchaser in effecting its intended purpose, including executing any authorization or consent required requested by the Purchaser and/or any Governmental Authorities.

## **ARTICLE 4 - COVENANTS**

### **4.01 Covenants of the Vendor**

(1) The Vendor will ensure that the representations and warranties of the Vendor set out in Section 3.01 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Purchaser set out in Section 5.01 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Vendor shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, a motion seeking the Court's issuance of the Approval and Vesting Order.

(3) The Vendor does hereby acknowledge that the Purchaser may submit development and other applications to the City of Toronto, including, but not limited to applications for an amendment to the zoning by-law, official plan amendment, minor variances, site plan approval, consent to sever or to grant easements, condominium draft plan approval, engineering approvals, rental housing demolition, heritage demolition and building permit issuance (the "**Applications**") related to the Development Lands. The Vendor covenants and agrees that it shall not, at any time, directly or indirectly, object to, oppose, appeal and/or obstruct any such Applications and shall provide any acknowledgements and/or consents required by the Purchaser to give effect to the terms herein, and the Vendor shall provide similar assurances from Global Kingdom Ministries, its members, clergy, employees and congregation (collectively the "**Church**"). The Vendor further covenants and agrees that it shall refrain from participating in any hearings in connection with the Applications, except in support and only at the request of the Purchaser, and provide such letters of support that the Purchaser may request, and the Vendor shall provide similar assurances from the Church. The terms and covenants set out in this section 4.01(3) shall not merge, but shall survive Closing.

(4) The Parties acknowledge and agree that the covenants set out in section 4.01(3) above and the assurances from the Church contemplated therein may be pleaded as an estoppel or bar to any opposition or objection raised by the Vendor or the Church to the Applications.

(5) Within one hundred and eighty (180) days following the Closing Date, the Vendor will deliver to the Purchaser a schedule, approved by the Monitor, showing the estimated amount of any future distribution, repayment or other amount to be distributed or paid to each Life Lease Buyer by the Monitor or the Vendor.

(6) Within five (5) Business Days of making an interim or final distribution to the Life Lease Buyers, the Vendor will deliver to the Purchaser a list showing the total distributions, repayments and other amounts paid by the Vendor or the Monitor to each Life Lease Buyer.

#### 4.02 **Covenants of the Purchaser**

(1) The Purchaser will ensure that the representations and warranties of the Purchaser set out in Section 3.02 are true and correct in all material respects at the Time of Closing and use reasonable commercial efforts to ensure that the conditions of closing for the benefit of the Vendor set out in Section 5.02 over which it has reasonable control have been performed or complied with in all material respects by the Time of Closing.

(2) The Purchaser will provide the Vendor with all information within its possession or control that the Vendor may reasonably request to assist the Vendor in obtaining the Approval and Vesting Order.

(3) The Purchaser will permit the Vendor to make copies of the Books and Records, at its expense.

(4) The Purchaser shall execute in favour of the Vendor an assignment or release of any claim in relation to letters of credit or cash security delivered by the Vendor and held by the City of Toronto in connection with any development or site plan agreement associated with the Development Lands, on or prior to the Time of Closing, and the Purchaser shall provide replacement letters of credit or cash security to the City of Toronto.

(5) The Purchaser will comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and other similar Applicable Laws relating to privacy and the protection of Personal Information in respect of the Books and Records, Contracts and any other business and financial records related to the Purchased Assets.

### **ARTICLE 5 – CONDITIONS AND TERMINATION**

#### 5.01 **Conditions for the Benefit of the Purchaser**

The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Purchaser and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Vendor set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Vendor will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Vendor at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the sale and purchase of the Purchased Assets;
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom); and



- (e) Vendor shall have delivered the documents under section 6.02.

**5.02 Conditions for the Benefit of the Vendor**

The sale by the Vendor and the purchase by the Purchaser of the Purchased Assets is subject to the following conditions, which are for the exclusive benefit of the Vendor and which are to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser will have performed or complied in all material respects with all of the obligations and covenants of this Agreement to be performed or complied with by the Purchaser at or prior to the Time of Closing;
- (c) no action or proceeding in Canada will be pending by any third party to enjoin or prohibit the purchase and sale of the Purchased Assets;
- (d) the Approval and Vesting Order will have been granted by the Court and such order will not have been stayed, varied in any material respect, set aside or appealed (or any such appeal shall have been dismissed with no further appeal therefrom);
- (e) the Purchaser has delivered all documents pursuant to section 6.03.

**5.03 Waiver of Condition**

The Purchaser, in the case of a condition set out in Section 5.01, and the Vendor, in the case of a condition set out in Section 5.02 (other than Section 5.02(d) and 5.01(d)), will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-performance of or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated.

**5.04 Termination**

This Agreement may be terminated, by notice given prior to or on the Closing Date:

- (a) by the Vendor or the Purchaser if a material breach of any representation, warranty, covenant, obligation or other provision of this Agreement has been committed by the other party and such breach has not been waived or cured within five (5) days following the date on which the non-breaching party notifies the other party of such breach;

- (b) by the Purchaser if any condition in Section 5.01 is not, or will not, be satisfied prior to the Time of Closing (other than due to the failure of the Purchaser to comply with its obligations under this Agreement) and the Purchaser has not waived such condition;
- (c) by the Vendor if any condition in Section 5.02 is not, or will not, be satisfied prior to the Time of Closing (other than due to the failure of the Vendor to comply with its obligations under this Agreement) and the Vendor has not waived such condition;
- (d) by the Vendor pursuant to Section 6.08(1)(a);
- (e) by mutual written agreement of the Purchaser and the Vendor and on consent of the Monitor; or
- (f) by the Vendor or the Purchaser if the completion of the sale of Purchased Assets herein contemplated has not occurred (other than through the failure of the party seeking termination to comply with its obligations under this Agreement) on or before the Time of Closing unless the Time of Closing has been extended by written agreement between the Vendor and Purchaser with the consent of the Monitor.

#### 5.05 **Effect of Termination**

Each party's right of termination under Section 5.04 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.04, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 2.11(2), 6.04, 8.03 and 8.04 will survive; provided, however, that if this Agreement is terminated by a party because of a material breach of a representation or warranty, covenant, obligation or other provision of this Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies with respect to such breach will survive such termination unimpaired.

### **ARTICLE 6- CLOSING ARRANGEMENTS**

#### 6.01 **Closing**

The sale and purchase of the Purchased Assets will be completed electronically at the Time of Closing and the parties agree that all closing documents and deliverables can be executed and exchanged by electronic means.

## 6.02 **Vendor's Closing Deliveries**

On or before the Time of Closing, the Vendor will deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate or acknowledgment executed by the Vendor and delivered to the Purchaser and Monitor confirming that (i) each of the conditions precedent to closing in Section 5.02 have been fulfilled and performed or waived as at the Time of Closing; and (ii) the representations and warranties of the Vendor set out herein are true and correct in all material respects at the Closing Time;
- (b) a statement of adjustments and an undertaking to readjust any customary adjustments to the Purchase Price, if necessary;
- (c) a copy of the issued and entered Approval and Vesting Order;
- (d) if available, the tax election as contemplated by Section 2.06 executed by the Vendor;
- (e) a bill of sale, duly executed by the Vendor, if necessary;
- (f) the Assignment and Assumption Agreement executed by the Vendor, if applicable, and copies of the Assigned Contracts;
- (g) the Project Records;
- (h) the Books and Records pertaining to the Project;
- (i) a certificate of the Vendor to the effect that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada), if applicable;
- (j) the DRA;
- (k) copies of the Life Lease Agreements and a schedule, current as of the Closing Date, containing the names and contact details of each of the Life Lease Buyers, the amount of the Life Lease Deposits and the total repayment, distribution or other amounts paid to each Life Lease Buyer by the Vendor or the Monitor; and
- (l) such other documents or instruments as contemplated or required to be delivered by the Vendor pursuant to this Agreement, all of which shall be in form and substance satisfactory to the Purchaser, acting reasonably.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, and drafts of all such documents shall be delivered to each of the Purchaser's Solicitors and Vendor's Solicitors as applicable, no later than five (5) days prior to the Closing Date.

### 6.03 **Purchaser's Closing Deliveries**

On or before the Time of Closing, the Purchaser will deliver or cause to be delivered to the Vendor the following:

- (a) payment of the balance of the Purchase Price (less the Deposit), to the Monitor as contemplated by Section 2.11(1)(c).
- (b) an undertaking to readjust the customary adjustments to the Purchase Price, if necessary;
- (c) a certificate or acknowledgment executed by the Purchaser and delivered to the Vendor and the Monitor confirming that (i) each of the conditions precedent to closing in Section 5.01 have been fulfilled and performed or waived as at the Time of Closing; and (ii) the representations and warranties of the Purchaser set out herein are true and correct in all material respects at the Closing Time including a resolution of the Purchaser's directors or shareholders approving the subject matter of this Agreement;
- (d) if available, the tax election as contemplated by Section 2.05 executed by the Purchaser;
- (e) the Assignment and Assumption Agreement executed by the Purchaser, if applicable;
- (f) if required, a land transfer tax affidavit;
- (g) the HST Undertaking and Indemnity; and
- (h) the DRA;
- (i) such other documents or instruments as contemplated or required to be delivered by the Purchaser pursuant to this Agreement, all of which shall be in form and substance satisfactory to the parties, acting reasonably.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, and drafts of all such documents shall be delivered to each of the Purchaser's Solicitors and Vendor's Solicitors as applicable, no later than five (5) days prior to the Closing Date.

### 6.04 **Escrow Closing and Registration**

The Vendor and Purchaser covenant and agree to cause their respective solicitors to enter into an escrow agreement (the "**DRA**") which will provide for all closing documents and closing funds to be held in escrow pending the delivery of the Monitor's Certificate. The Escrow Agreement shall provide that the documents to be delivered will not be released from escrow until receipt of the Monitor's Certificate by the Purchaser's solicitors. The Purchaser's solicitors may

register the application for vesting order at the applicable Land Registry Office at any time after delivery of the Monitor's Certificate.

**6.05 Confidentiality**

Subject to the terms of the Non-Disclosure Agreement, both prior to the Closing Date and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason thereafter, the Purchaser will not disclose to anyone or use for its own or for any purpose other than the purpose contemplated by this Agreement any confidential information concerning the Vendor or the operations obtained by the Purchaser pursuant hereto, and will hold all such information in the strictest confidence and, if the sale and purchase of the Purchased Assets hereunder fails to occur for whatever reason, will return all documents, records and all other information or data relating to the Vendor or to the operations which the Purchaser obtained pursuant to this Agreement.

**6.06 Delivery of Monitor's Certificate**

Upon the Monitor having received written confirmation from the Parties as indicated in section 6.02 and 6.03 the Monitor shall deliver the Monitor's Certificate. Upon such delivery, the closing will be deemed to have occurred at the Time of Closing. The Monitor will file a copy of the Monitor's Certificate with the Court no later than the next Business Day following the Closing Date and provide evidence of such filing to the Purchaser.

**6.07 Planning Act**

This Agreement is subject to compliance with the *Plannin Act* (Ontario). The parties agree that compliance with the *Plannin Act* (Ontario) shall be the responsibility of the Purchaser at its costs. The Vendor agrees to execute all documents reasonably requested by the Purchaser in respect thereof.

**6.08 Risk of Loss**

(1) Until the Time of Closing, the Purchased Assets will remain at the risk of the Vendor. If any destruction or damage in excess of \$2 million occurs to the Purchased Assets on or before the Time of Closing or if any or all of the Purchased Assets are appropriated, expropriated or seized by a Governmental Authority on or before the Time of Closing:

- (a) the Vendor will forthwith give notice thereof to the Purchaser, and the Vendor shall have the right to terminate this Agreement prior to the Time of Closing and shall notify the Purchaser in a reasonable period of time whether it is exercising this right; and
- (b) in the event the Vendor does not exercise its right of termination under Section 6.08(1)(a), the Purchaser will have the option, exercisable by notice to the Vendor on or before the Time of Closing:
  - (i) to reduce the Purchase Price by an amount equal to the proceeds of insurance (and, if any such policy provided for a deductible amount, by an

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amount equal to such deductible amount) or compensation for destruction or damage or appropriation, expropriation or seizure and business interruption with respect thereto (in this Section 6.08 referred to as the “**Proceeds**”), and to complete the purchase; or

- (ii) to complete the purchase without reduction of the Purchase Price, in which event all Proceeds will be payable to the Purchaser and all Claims of the Vendor to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

(2) If the Purchaser elects to reduce the Purchase Price pursuant to Section 6.08(1)(b)(i), the Vendor will at the Time of Closing, acting reasonably, determine the amount of the reduction to the extent that it is then determinable and will undertake to adjust such amount after the Closing Date, if necessary.

## **ARTICLE 7 – SURVIVAL**

### **7.01 Survival**

No covenants, representations and warranties of each party contained in this Agreement will survive the completion of the sale and purchase of the Purchased Assets and assumption of the Assumed Liabilities hereunder, except for the covenants that by their terms are to be satisfied or survive after the Time of Closing (including without limitation Sections 2.08, 2.11(2), 4.02(3), 8.03, 8.04, and 8.15), which covenants will continue in full force and effect in accordance with their terms.

## **ARTICLE 8 – GENERAL**

### **8.01 Further Assurances**

Each of the Vendor and the Purchaser will from time to time at the request and expense of the other execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### **8.02 Time of the Essence**

Time is of the essence of this Agreement.

### **8.03 Fees, Commissions and other Costs and Expenses**

Each of the Vendor and the Purchaser will pay its own respective legal, accounting and advisory costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement.



#### 8.04 **Capacity of the Monitor**

The Purchaser and Vendor acknowledges that Deloitte Restructuring Inc. has been appointed as the Monitor pursuant to the Amended and Restated Initial Order. The Purchaser and Vendor acknowledges and agrees that any actions by Deloitte Restructuring Inc. under this Agreement are solely in its capacity as the Monitor and that Deloitte Restructuring Inc., its directors, agents, officers, partners and employees shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, or at equity as a result of or in any way connected with this Agreement or as a result of the Vendor performing or failing to perform any of its obligations hereunder. Nothing in this Agreement shall derogate, alter or diminish the protections afforded to the Monitor under the Amended and Restated Initial Order.

#### 8.05 **Public Announcements**

Except as required by Applicable Law, no public announcement or press release concerning the sale and purchase of the Purchased Assets may be made by the Vendor or the Purchaser without the prior consent and joint approval of the Vendor and the Purchaser.

#### 8.06 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

#### 8.07 **Entire Agreement**

This Agreement (including the agreements contemplated hereby) and the Non-Disclosure Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and such agreements cancel and supersede any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties, by the Broker or the Monitor other than as expressly set forth in this Agreement (including the agreements contemplated hereby) or in the Non-Disclosure Agreement.

#### 8.08 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and with the consent of the Monitor. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party and consented to by the Monitor purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

#### 8.09 **Assignment**

This Agreement may not be assigned by the Vendor or the Purchaser without the written consent of the other party and the Monitor provided that the Purchaser may assign this Agreement without the consent of the Vendor and the Monitor to an Affiliate of the Purchaser provided that: (i) such Affiliate enters into a written agreement with the Vendor to be bound by the provisions of this Agreement in all respects and to the same extent as the Purchaser is bound, (ii) that the

Purchaser will continue to be bound by all the obligations hereunder as if such assignment had not occurred and perform such obligations to the extent that such Affiliate fails to do so, and (iii) such assignment occur prior to the issuance of the Approval and Vesting Order.

#### 8.10 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

Trinity Ravine Community Inc.  
1250 Markham Rd,  
Scarborough, ON  
M1H 2Y9

Attention: Kern Kalideen  
Email: [kernkalideen@gmail.com](mailto:kernkalideen@gmail.com)

With copies to (which will not constitute notice)

Miller Thomson LLP  
40 King Street West, Suite 5800  
Toronto, Ontario  
M5H 4A9

Attention: Gregory Azeff  
Email: [gazeff@millerthomson.com](mailto:gazeff@millerthomson.com)

To the Monitor:

Deloitte Restructuring Inc.  
Bay Adelaide East, 8 Adelaide Street West, Suite 200  
Toronto, ON, M5H 0A9

Attention: Toni Vanderlaan // Stacey Greenbaum  
Email: [tvanderlaan@deloitte.ca](mailto:tvanderlaan@deloitte.ca) // [sgreenbaum@deloitte.ca](mailto:sgreenbaum@deloitte.ca)

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With copies to (which will not constitute notice)

Cassels Brock & Blackwell LLP  
Suite 2100, Scotia Plaza  
40 King St. W.  
Toronto, Ontario  
M5H 3C2

Attention: Monique Sassi  
Email: [msassi@cassels.com](mailto:msassi@cassels.com)

To the Purchaser:

Madison Home Décor Ltd  
[REDACTED]

Email: [REDACTED]

Attention: [REDACTED]

With copies to (which will not constitute notice)

Dentons Canada LLP  
77 King Street West, Suite 4000  
Toronto, ON M5K OA1

Email: [ron.fairbloom@dentons.com](mailto:ron.fairbloom@dentons.com)

Attention: Ron Fairbloom

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, in the event that the Purchaser has not set out an e-mail address above for the delivery of the notices, any demands, notices or other communication to be given in connection with this Agreement may be delivered by e-mail to the solicitors retained by the Purchaser in connection with this Agreement, and such delivery shall be deemed to constitute valid delivery upon the Purchaser.

#### 8.11 **Remedies Cumulative**

The right and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

#### 8.12 **No Third Party Beneficiaries**

This Agreement is solely for the benefit of:

- (a) the Vendor, and its successors and permitted assigns, with respect to the obligations of the Purchaser under this Agreement, and
- (b) the Purchaser, and its successors and permitted assigns, with respect to the obligations of the Vendor under this Agreement,

and this Agreement will not be deemed to confer upon or give to any other person any Claim or other right or remedy.

#### 8.13 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### 8.14 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorns to the jurisdiction of the courts of the Province of Ontario.

#### 8.15 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect.

#### 8.16 **No Registration of Agreement**

The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Development Land and/or any part thereof. The Purchaser shall indemnify and save the Vendor, Broker and Monitor harmless from and against any and all Claims whatsoever arising from or with respect to any such registration. This Section shall survive the expiration and/or termination of this Agreement for any reason.

### 8.17 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

### 8.18 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission including by DocuSign will be as effective as delivery of a manually executed copy of this Agreement by such party.

*The balance of the page is as seen intentionally left blank*

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**MADISON HOME DÉCOR LTD., in trust for  
a corporation to be incorporated**

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

A large, bold, handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' followed by a horizontal line.

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

**TRINITY RAVINE COMMUNITY INC.**

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

*Kern Kalideen*

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

CEO



**Schedule 1 – Development Lands**

**PIN:** 06179-0141 (LT)

**Land Registry Office:** #66

**Property Description:** PART OF LOT 32 RCP 10620 PARTS 1, 3, 9, 11, 12 ON PLAN 66R-31325; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 5, 6 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 3, 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO

**Schedule 2 – Life Lease Buyers and Life Deposits Outstanding**

<b>Life Lease Buyers and Life Lease Deposits remaining outstanding as of June 6, 2022</b>			
<b>Listing</b>	<b>Total Deposit Amount Received</b>	<b>Buyer: First Name</b>	<b>Buyer: Last Name</b>
1710-ET	CAD 52,104.38	[REDACTED]	[REDACTED]
1709-ET	CAD 59,013.58	[REDACTED]	[REDACTED]
2006-WT	CAD 27,095.00	[REDACTED]	[REDACTED]
1808-ET	CAD 82,980.00	[REDACTED]	[REDACTED]
1002-ET	CAD 47,973.78	[REDACTED]	[REDACTED]
0427-ET	CAD 47,598.38	[REDACTED]	[REDACTED]
2410-ET	CAD 46,978.65	[REDACTED]	[REDACTED]
2101-ET	CAD 55,818.72	[REDACTED]	[REDACTED]
1910-ET	CAD 67,980.00	[REDACTED]	[REDACTED]
2009-WT	CAD 69,980.00	[REDACTED]	[REDACTED]
2303-WT	CAD 80,580.00	[REDACTED]	[REDACTED]
2106-ET	CAD 63,532.65	[REDACTED]	[REDACTED]
1802-WT	CAD 14,745.00	[REDACTED]	[REDACTED]
2505-WT	CAD 19,845.00	[REDACTED]	[REDACTED]
2203-ET	CAD 60,862.65	[REDACTED]	[REDACTED]
1608-WT	CAD 66,780.00	[REDACTED]	[REDACTED]
1910-WT	CAD 60,780.00	[REDACTED]	[REDACTED]
0508-WT	CAD 67,180.00	[REDACTED]	[REDACTED]
0703-ET	CAD 81,580.00	[REDACTED]	[REDACTED]
0603-WT	CAD 66,680.00	[REDACTED]	[REDACTED]
1101-ET	CAD 70,128.38	[REDACTED]	[REDACTED]
1909-WT	CAD 22,495.00	[REDACTED]	[REDACTED]
0431-ET	CAD 48,048.98	[REDACTED]	[REDACTED]
1606-WT	CAD 79,217.52	[REDACTED]	[REDACTED]
2603-WT	CAD 61,790.00	[REDACTED]	[REDACTED]
1410-WT	CAD 42,503.52	[REDACTED]	[REDACTED]
2310-WT	CAD 61,670.00	[REDACTED]	[REDACTED]
0905-ET	CAD 63,980.00	[REDACTED]	[REDACTED]
0710-WT	CAD 49,280.00	[REDACTED]	[REDACTED]
1405-WT	CAD 57,980.00	[REDACTED]	[REDACTED]
2403-ET	CAD 68,821.58	[REDACTED]	[REDACTED]

1003-WT	CAD 69,600.00		
1807-WT	CAD 57,980.00		
0708-WT	CAD 69,625.00		
2110-WT	CAD 61,180.00		
0801-ET	CAD 54,066.72		
0212-WT	CAD 77,780.00		
2005-WT	CAD 59,335.00		
0234-ET	CAD 57,380.00		
2208-WT	CAD 73,180.00		
1903-WT	CAD 77,380.00		
1206-WT	CAD 81,580.00		
1006-WT	CAD 80,580.00		
0318-WT	CAD 71,800.00		
1402-ET	CAD 19,995.00		
1907-WT	CAD 58,225.00		
0429-ET	CAD 91,180.00		
1003-ET	CAD 35,045.00		
0609-ET	CAD 18,195.00		
0410-WT	CAD 18,250.00		
1907-ET	CAD 60,580.00		
0808-ET	CAD 80,580.00		
2106-WT	CAD 83,580.00		
2703-WT	CAD 37,645.00		
1906-WT	CAD 82,580.00		
1509-WT	CAD 68,780.00		
2602-WT	CAD 100,580.00		
0412-WT	CAD 72,980.00		
1009-ET	CAD 72,825.00		
1810-WT	CAD 60,580.00		
1109-WT	CAD 67,980.00		
0333-ET	CAD 88,980.00		
1110-ET	CAD 66,180.00		
2604-WT	CAD 31,395.00		
0607-ET	CAD 58,180.00		
2706-WT	CAD 95,180.00		
2202-WT	CAD 61,780.00		
1905-WT	CAD 59,180.00		

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0909-ET	CAD 72,380.00		
2105-WT	CAD 55,980.00		
2002-WT	CAD 61,380.00		
0233-ET	CAD 57,580.00		
0310-WT	CAD 14,145.00		
0904-ET	CAD 71,225.00		
0708-ET	CAD 80,380.00		
1207-WT	CAD 38,728.69		
1401-WT	CAD 89,165.00		
0803-WT	CAD 69,080.00		
2210-ET	CAD 43,204.32		
1310-ET	CAD 45,777.15		
1309-ET	CAD 58,262.58		
0701-WT	CAD 123,680.00		
0705-WT	CAD 51,180.00		
1507-ET	CAD 60,380.00		
0507-WT	CAD 45,925.00		
0424-ET	CAD 67,780.00		
0304-WT	CAD 80,980.00		
1103-ET	CAD 86,870.00		
2704-WT	CAD 77,880.00		
1707-WT	CAD 42,680.00		
0607-WT	CAD 55,180.00		
2405-WT	CAD 19,795.00		
1908-WT	CAD 72,580.00		
2010-WT	CAD 61,025.00		
1209-WT	CAD 68,225.00		
1106-ET	CAD 54,300.32		
0320-ET	CAD 95,180.00		
0709-WT	CAD 1,000.00		
0501-WT	CAD 1,000.00		
0413-WT	CAD 1,000.00		
0406-WT	CAD 1,000.00		
0219-WT	CAD 1,000.00		
2705-WT	CAD 116,780.00		
0809-ET	CAD 66,580.00		
0423-ET	CAD 28,040.00		
0214-WT	CAD 27,895.00		

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2701-WT	CAD 116,580.00		
0907-WT	CAD 41,685.92		
0605-WT	CAD 48,980.00		
0303-WT	CAD 76,225.00		
0910-WT	CAD 53,780.00		
2102-WT	CAD 61,580.00		
0209-WT	CAD 58,380.00		
2108-WT	CAD 72,980.00		
1607-WT	CAD 57,425.00		
0501-ET	CAD 65,225.00		
0222-ET	CAD 95,978.00		
1205-WT	CAD 57,580.00		
1307-WT	CAD 19,395.00		
1903-ET	CAD 60,462.15		
1601-WT	CAD 77,380.00		
2301-WT	CAD 68,938.25		
1710-WT	CAD 60,380.00		
1609-ET	CAD 71,980.00		
2607-ET	CAD 39,233.12		
0331-ET	CAD 47,943.82		
1010-WT	CAD 49,580.00		
0226-ET	CAD 68,780.00		
0601-WT	CAD 5,000.00		
2304-WT	CAD 20,045.00		
2801-ET	CAD 37,745.00		
0610-ET	CAD 60,780.00		
1203-WT	CAD 75,780.00		
0909-WT	CAD 16,345.00		
0902-WT	CAD 14,195.00		
0324-ET	CAD 72,915.00		
1607-ET	CAD 65,580.00		
1405-ET	CAD 41,218.72		
1602-ET	CAD 18,845.00		
0701-ET	CAD 138,360.00		
1107-ET	CAD 63,580.00		
2107-ET	CAD 50,902.78		
1208-WT	CAD 59,705.00		
1310-WT	CAD 50,880.00		

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2509-WT	CAD 72,761.03		
0411-WT	CAD 98,790.00		
1508-WT	CAD 59,680.00		
1703-WT	CAD 70,980.00		
2303-ET	CAD 24,790.00		
1305-WT	CAD 57,780.00		
2308-WT	CAD 68,380.00		
1501-ET	CAD 63,976.50		
1701-WT	CAD 60,257.12		
1308-WT	CAD 23,945.00		
1204-WT	CAD 63,780.00		
0306-WT	CAD 41,935.00		
2901-ET	CAD 37,745.00		
1308-ET	CAD 23,945.00		
0416-WT	CAD 85,180.00		
1803-WT	CAD 35,890.00		
0504-ET	CAD 69,380.00		
1202-ET	CAD 19,895.00		
0218-WT	CAD 25,345.00		
0408-WT	CAD 27,795.00		
2206-WT	CAD 83,780.00		
0332-ET	CAD 37,292.52		
2407-ET	CAD 45,643.65		
2203-WT	CAD 77,425.00		
0602-ET	CAD 64,180.00		
2103-WT	CAD 77,780.00		
0709-ET	CAD 71,980.00		
0505-ET	CAD 63,180.00		
1108-WT	CAD 65,180.00		
0502-ET	CAD 81,180.00		
1409-WT	CAD 68,580.00		
0309-WT	CAD 58,580.00		
1302-WT	CAD 59,780.00		
0804-ET	CAD 42,036.32		
0507-ET	CAD 57,980.00		
1708-WT	CAD 68,185.00		
0216-WT	CAD 84,780.00		
0603-ET	CAD 81,425.00		



1505-WT	CAD 58,225.00		
2906-ET	CAD 72,527.00		
2401-WT	CAD 27,445.00		
0510-ET	CAD 60,580.00		
0805-ET	CAD 59,580.00		
2007-WT	CAD 58,380.00		
1502-WT	CAD 60,180.00		
1809-ET	CAD 72,580.00		
1305-ET	CAD 65,380.00		
1306-WT	CAD 81,180.00		
1001-ET	CAD 91,780.00		
0430-ET	CAD 41,772.15		
1406-WT	CAD 26,745.00		
1206-ET	CAD 26,645.00		
1106-WT	CAD 80,825.00		
2504-WT	CAD 21,395.00		
2402-WT	CAD 20,545.00		
2004-WT	CAD 19,940.00		
1108-ET	CAD 62,618.38		
0321-ET	CAD 28,595.00		
0315-WT	CAD 5,000.00		
0508-ET	CAD 78,780.00		
1803-ET	CAD 84,180.00		
2207-WT	CAD 18,595.00		
1005-WT	CAD 57,225.00		
2407-WT	CAD 105,000.00		
1706-WT	CAD 26,795.00		
2105-ET	CAD 19,645.00		
1301-WT	CAD 26,795.00		
2205-ET	CAD 19,695.00		
0905-WT	CAD 51,580.00		
0220-WT	CAD 76,180.00		
2110-ET	CAD 66,180.00		
1610-ET	CAD 51,954.18		
2306-WT	CAD 83,980.00		
0417-WT	CAD 84,580.00		
0906-ET	CAD 61,663.65		
2507-WT	CAD 40,409.00		

2001-ET	CAD 56,097.32		
0330-ET	CAD 56,225.00		
1007-ET	CAD 63,180.00		
2003-WT	CAD 77,625.00		
1801-WT	CAD 82,825.00		
0201-WT	CAD 42,890.00		
2107-WT	CAD 54,980.00		
2709-ET	CAD 53,787.15		
1001-WT	CAD 135,760.00		
0329-ET	CAD 66,001.50		
0806-WT	CAD 79,180.00		
0407-WT	CAD 1,000.00		
1403-ET	CAD 84,580.00		
0805-WT	CAD 51,380.00		
1503-WT	CAD 70,580.00		
0432-ET	CAD 36,429.92		
0609-WT	CAD 15,470.00		
0509-WT	CAD 15,000.00		
0414-WT	CAD 86,580.00		
1105-WT	CAD 52,025.00		
1807-ET	CAD 58,195.78		
0327-ET	CAD 39,817.12		
1109-ET	CAD 76,180.00		
1610-WT	CAD 59,980.00		
1203-ET	CAD 86,980.00		
0606-WT	CAD 74,425.00		
1004-WT	CAD 63,380.00		
0203-WT	CAD 81,380.00		
1303-WT	CAD 75,980.00		
2210-WT	CAD 61,380.00		
2410-WT	CAD 18,845.00		
2904-ET	CAD 132,380.00		
1209-ET	CAD 75,380.00		
1508-ET	CAD 82,180.00		
2403-WT	CAD 25,995.00		
2405-ET	CAD 18,545.00		
2103-ET	CAD 60,328.65		
2507-ET	CAD 49,720.50		

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1103-WT	CAD 68,680.00		
0706-WT	CAD 37,590.00		
2510-ET	CAD 44,175.15		
0225-ET	CAD 73,883.38		
2605-ET	CAD 40,401.12		
0908-ET	CAD 62,167.78		
1609-WT	CAD 68,980.00		
1107-WT	CAD 41,919.52		
2305-WT	CAD 42,970.72		
0810-WT	CAD 49,480.00		
2001-WT	CAD 83,780.00		
0405-WT	CAD 50,180.00		
1307-ET	CAD 49,595.98		
1707-ET	CAD 50,301.98		
1908-ET	CAD 49,628.32		
0807-ET	CAD 46,965.50		
0710-ET	CAD 50,452.18		
0601-ET	CAD 90,780.00		
2306-ET	CAD 69,730.50		
0229-ET	CAD 45,376.65		
1706-ET	CAD 63,399.21		
2307-ET	CAD 45,109.65		
<b>TOTAL</b>	<b>CAD 16,140,062.39</b>		

\* The above list of Life Lease Deposits are subject to verification by the Purchaser or a third party auditor.

**APPENDIX A****Form of Approval and Vesting Order**

Court File No.: CV-22-00677236-00CL

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

THE HONOURABLE	)	•DAY, THE •
	)	
JUSTICE •	)	DAY OF •, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c.C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF TRINITY RAVINE COMMUNITY INC.

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by Trinity Ravine Community Inc. (the “**Vendor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Asset Purchase Agreement**”) between the Vendor and • (the “**Purchaser**”) dated •, 2022, and vesting in the Purchaser all of the Vendor’s right, title, benefit and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of • sworn •, 2022 and the • Report of the Deloitte Restructuring Inc. in its capacity as monitor (the “**Monitor**”) dated •, 2022 (the “**• Report**”), and on hearing the submissions of counsel for the Vendor, the Monitor, and the Purchaser, and any such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of • sworn •, 2022 filed:

1. **THIS COURT ORDERS** that unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Vendor is hereby authorized and approved, with such minor amendments as the Vendor may deem necessary. The Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as **Schedule A** hereto (the "**Monitor's Certificate**"), all of the Vendor's right, title, benefit and interest in and to the Purchased Assets described in the Asset Purchase Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims including, without limitation life leases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 23, 2022 (the "**Initial Order**", as amended and restated by the Order of the Honourable Justice Conway of the Court dated March 4, 2022); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Pro ert Securit Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule C** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *and Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule B** hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule C** hereto.

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

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *an ru tc and Insol enc Act* (Canada) (the “**BIA**”) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.



8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from Section 6(3) of the *Retail Sales Act* (Ontario).

9. **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 Vendor 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 Vendor or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Vendor and its agents in carrying out the terms of this Order.

[SEALING]

10. **THIS COURT ORDERS** that the Confidential Appendix to the • Report shall be sealed, kept confidential and not form part of the public record, but shall be placed separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.]

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**Schedule A – Form of Monitor’s Certificate**

Court File No.: CV-22-00677236-00CL

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

THE HONOURABLE	)	•DAY, THE •
	)	
JUSTICE •	)	DAY OF •, 2022

IN THE MATTER OF THE *COMPANIES’ CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c.C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
 ARRANGEMENT OF TRINITY RAVINE COMMUNITY INC.

**MONITOR’S CERTIFICATE****RECITALS**

A. Pursuant to the Order of the Honourable Mr. Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 24, 2022 (the “**Initial Order**”, as amended and restated), Trinity Ravine Community Inc. (the “**Vendor**”) was granted creditor protection and other ancillary relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) and Deloitte Restructuring Inc. was appointed CCAA monitor (the “**Monitor**”)

B. Pursuant to the Order of the Honourable Madam Justice Conway of the Court dated March 4, 2022 (the “**SISP Order**”), the Vendor was authorized to conduct a sale and investment solicitation process (the “**SISP**”) in respect of its property (collectively, the “**Property**”), with the assistance of the Monitor.

C. Pursuant to an Order of the Court dated ●, 2022, the Court approved the agreement of purchase and sale made as of ●, 2022 (the “**Asset Purchase Agreement**”) between the Vendor and ● (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Vendor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets, (ii) that the conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendor and the Purchaser, and (iii) the Transaction has been completed to the satisfaction of the Vendor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendor and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Vendor and the Monitor.
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**DELOITTE RESTRUCTURING INC., in its  
capacity as CCAA Monitor of the Vendor,  
and not in its personal capacity**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule B – The Real Property**

**PIN:** 06179-0141 (LT)

**Land Registry Office:** #66

**Property Description:** PART OF LOT 32 RCP 10620 PARTS 1,3,9,11,12 ON PLAN 66R31325; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 5, 6 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 3, 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO

**Schedule C – Claims to be deleted and expunged from title to Real Property**

	<b>Reg. Num.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To.</b>
1.	AT2279726	2010/01/15	Trans Religious Org	\$7,650,000	Trustees of the Scarborough Gospel Temple as a Local Assembly of the Pentecostal Assemblies of Canada	Global Kingdom Ministries Inc.
2.	AT5705956	2021/04/15	APL Change Name Owner		Global Kingdom Ministries Inc.	Trinity Ravine Community Inc.
3.	AT5770136	2021/06/16	Charge	\$3,000,000	Global Kingdom Ministries Church Inc.; Trinity Ravine Community Inc.	Limestone Capital Inc.
4.	AT5770137	2021/06/16	Notice Assignment of Rent General		Global Kingdom Ministries Church Inc.; Trinity Ravine Community Inc.	Limestone Capital Inc.
5.	AT5887441	2021/10/19	Charge	\$4,700,000	Trinity Ravine Community Inc.	Nahid Corp.
6.	AT6009473	2022/03/07	APL Court Order		Ontario Superior Court of Justice	Trinity Ravine Community Inc.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

	<b>Reg. Num.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Parties From</b>	<b>Parties To</b>
1.	64R9926	1983/09/08	Plan Reference		
2.	64R10306	1984/08/14	Plan Reference		
3.	66R22461	2006/05/17	Plan Reference		
4.	AT2010746	2009/02/11	Notice	City of Toronto	
5.	AT2485789	2010/08/25	Notice	City of Toronto	
6.	AT4950467	2018/09/04	Notice	City of Toronto	
7.	AT4983617	2018/10/17	Notice	City of Toronto	
8.	66R31325	2020/06/04	Plan Reference		
9.	AT5763092	2021/06/09	LR's Order	Land Registrar, Toronto Land Registry Office	



## **APPENDIX B**

### **ASSIGNED CONTRACTS AND PERMITS**

1. Reciprocal Agreement dated April 8, 2021, between the Vendor and Global Kingdom Ministries Church Inc.

## APPENDIX C

### FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS AGREEMENT** is made as of ●, 2022

BETWEEN

●, a corporation incorporated under the laws of ● (the  
“**Purchaser**”),

- and -

**TRINITY RAVINE COMMUNITY INC.**

**WHEREAS** Trinity Ravine Community Inc. (the “**Vendor**”) is the developer of a real estate development project known as Trinity Ravine Community (the “**Project**”) located at the real property municipally known as 1256 Markham Road, Scarborough, Ontario (the “**Development Land**”).

**AND WHEREAS** pursuant to the Order of the Honourable Mr. Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 24, 2022 (the “**Initial Order**”, as amended and restated), the Vendor was granted creditor protection and other ancillary relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) and Deloitte Restructuring Inc. was appointed CCAA monitor (in such capacity, the “**Monitor**”).

**AND WHEREAS** pursuant to the Order of the Honourable Madam Justice Conway of the Court dated March 4, 2022 (the “**Sale Process Order**”), the Vendor was authorized to conduct a sale and investment solicitation process (the “**Sale Process**”) in respect of the Development Land and the other property of the Vendor (collectively, the “**Property**”), with the assistance of the Monitor.

**WHEREAS** the parties hereto have entered into an asset purchase agreement dated as of ●, 2022 (the “**Asset Purchase Agreement**”), pursuant to which the Vendor has agreed to assign all of the Vendor’s right, title, benefit and interest in and to the Assigned Contracts to the Purchaser, and the Purchaser has agreed to assume, perform and indemnify and hold harmless the Vendor from the Assumed Liabilities, upon the terms and conditions set forth therein;

**AND WHEREAS** pursuant to Sections 6.02[(●)] and 6.03[(●)] of the Asset Purchase Agreement, the Purchaser and the Vendor are required to enter into and deliver this Agreement at the Time of Closing;

**NOW THEREFORE** in conjunction with and in consideration of the completion of the transactions to be effected at the Time of Closing as contemplated by the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

## **ARTICLE 1 - INTERPRETATION**

### **1.01 Definitions**

Unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

### **1.02 Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to, this Agreement.

### **1.03 Extended Meanings**

In this Agreement words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.

## **ARTICLE 2 – ASSIGNMENT AND ASSUMPTION**

### **2.01 Assignment by the Purchaser**

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Vendor hereby assigns and transfers to the Purchaser all of the Vendor’s right, title, benefit and interest under or in respect of the Assigned Contracts.

### **2.02 Assumption by the Purchaser**

Upon and subject to the terms of the Asset Purchase Agreement, effective at the Time of Closing, the Purchaser hereby assumes and agrees to fulfill, perform and discharge the Assumed Liabilities.

### **2.03 Release by the Purchaser**

The Purchaser hereby: (i) unconditionally and irrevocably fully releases and discharges the Vendor, Broker or Monitor from any Claim which the Purchaser may now or hereafter have against

the Vendor, Broker or Monitor by reason of any matter or thing arising out of, or resulting from, any of the Assumed Liabilities, and (ii) agrees that the Purchaser will not make or take any Claim with respect to any matter released and discharged in this Section 2.03 which may result in any Claim against the Vendor, Broker or Monitor for contribution or indemnity or other relief.

#### 2.04 **Indemnity by the Purchaser**

The Purchaser hereby indemnifies and saves harmless the Vendor, Broker and/or Monitor on its own behalf and as trustee for its Affiliates and its and their current and former directors and officers, employees, agents, advisors, and representatives (collectively, the “**Indemnitees**”) from and against all Claims asserted against any of the Indemnitees in any way directly or indirectly arising from, relating to or in connection with any of the Assumed Liabilities (other than Claims arising from fraud, criminal activity or wilful misconduct on the part of the Indemnitees). The Purchaser appoints the Vendor as the trustee for the Indemnitees of the covenants of indemnification of the Purchaser with respect to such Indemnitees specified in this Section 2.04 and the Vendor accepts such appointment.

### **ARTICLE 3 - GENERAL**

#### 3.01 **Further Assurances**

The Vendor and the Purchaser will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

#### 3.02 **Time of the Essence**

Time is of the essence of this Agreement.

#### 3.03 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

#### 3.04 **Amendments and Waivers**

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

#### 3.05 **Assignment**

This Agreement may not be assigned by the Vendor or by the Purchaser without the consent of: (i) in the case of an assignment by the Vendor, the Purchaser and the Monitor; and (ii) in the case of an assignment by the Purchaser, the Vendor and the Monitor.

### 3.06 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and in accordance with Section [8.09] of the Asset Purchase Agreement.

### 3.07 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

### 3.08 **Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Vendor and the Purchaser each attorn to the jurisdiction of the courts of the Province of Ontario.

### 3.09 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

### 3.10 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

### 3.11 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

*The balance of the page has been intentionally left blank*

- 5 -

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**[PURCHASER]**

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

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

**TRINITY RAVINE COMMUNITY INC.**

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

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



**APPENDIX D****PERMITTED ENCUMBRANCES**

	<b>Reg. Num.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Parties From</b>	<b>Parties To</b>
1.	64R9926	1983/09/08	Plan Reference		
2.	64R10306	1984/08/14	Plan Reference		
3.	66R22461	2006/05/17	Plan Reference		
4.	AT2010746	2009/02/11	Notice	City of Toronto	
5.	AT2485789	2010/08/25	Notice	City of Toronto	
6.	AT4950467	2018/09/04	Notice	City of Toronto	
7.	AT4983617	2018/10/17	Notice	City of Toronto	
8.	66R31325	2020/06/04	Plan Reference		
9.	AT5763092	2021/06/09	LR's Order	Land Registrar, Toronto Land Registry Office	

**APPENDIX E**

**ALLOCATION OF PURCHASE PRICE**

**[The Purchase Price allocation will be determined by the Purchaser and the Vendor prior to the Closing Date]**

## APPENDIX F

### FORM OF HST UNDERTAKING AND INDEMNITY

**TO:** TRINITY RAVINE COMMUNITY INC.

**AND TO:** •

**RE:** Agreement of Purchase and Sale dated \_\_\_\_\_ (the “Agreement”) between Trinity Ravine Community Inc. (the “Vendor”) and • (the “Purchaser”) in respect of the property municipally known as • (collectively, the “Purchased Assets”).

IN CONSIDERATION of and notwithstanding closing of the above-noted purchase, the undersigned hereby covenants and agrees that with respect to Harmonized Sales Tax (“HST”) payable pursuant to the *E cise Ta Act* (the “Act”) by reason of the sale of the Property and all buildings, structures and improvements thereon, the Purchaser represents, warrants and agrees that:

- (i) It is purchasing the Purchased Assets as principal for its own account and same is not being purchased by the Purchaser as an agent, trustee or otherwise on behalf of or for another person;
- (ii) It is registered under Subdivision (d) of Division V of Part IX of the *Act* for the collection and remittance of HST; its registration number is • RT0001; and such registration is in good standing and has not been withdrawn or revoked and shall file returns and remit any HST owing on the sale to the Vendor General to the extent required by the Act;
- (iii) It shall be liable to and shall self-assess and remit to the appropriate governmental authority all HST which is payable under the *Act* in connection with the transfer of the Purchased Assets made pursuant to this Agreement of Purchase and Sale, all in accordance with the *Act*;
- (iv) It acknowledges that the Vendor is relying upon the accuracy of the above representations and warranties in not collecting HST and allowing the Purchaser to self-assess and remit HST to the Vendor General in accordance with the *Act*, and that such representation and warranties shall not merge on the closing of the transaction;
- (v) It shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made

- 9 -

in connection with any matter raised in this paragraph or contained in any declaration referred to herein; and

- (vi) If HST is payable in respect of this transaction in accordance with the Act, the undersigned, having paid or agreed to pay the consideration for the sale, is liable for payment of HST thereon.

The above warranties, certificates and agreements will survive the closing of this transaction and continue in full force and effect thereafter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Name:

Title:

*I a e t e aut orit to ind t e Cor oration*

This is Exhibit "UU" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**AIRD BERLIS**

Steven L. Graff  
Direct: 416.865.7726  
Email: [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)

August 25, 2021

**BY EMAIL** ([kernkalideen@gmail.com](mailto:kernkalideen@gmail.com))

**Trinity Ravine Community Inc.**  
**Global Kingdom Ministries Church Inc.**  
1250 Markham Road  
Toronto, ON M1H 2Y9

Attention: Kern Kalideen

Dear Mr. Kalideen:

**Re: Payment of certain outstanding indebtedness and liabilities of Trinity Ravine Community Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”), and certain related matters**

---

1. Reference is made to (collectively, the “**Credit Agreements**”):
  - (a) the credit agreement between RBC and the Debtor dated as of April 29, 2011, as amended by amending agreements dated as of March 27, 2013, August 15, 2013, January 27, 2015 and October 11, 2018 (as may have been further amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified to the date hereof);
  - (b) the credit agreement between RBC and the Debtor dated as of August 15, 2013, as amended by amending agreements dated as of February 11, 2014 and January 27, 2015 (as may have been further amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified to the date hereof); and
  - (c) the credit amending and forbearance agreement between RBC, the Debtor and Global Kingdom Ministries Church Inc. (“**GKMC**”) dated June 15, 2021, as amended by an amending agreement dated June 25, 2021 (as amended, the “**Forbearance Agreement**”).
2. As used herein, “**Credit Parties**” means each of the Debtor and GKMC.
3. Pursuant to the Forbearance Agreement, the Credit Parties covenanted and agreed to either: (a) return the following original irrevocable standby letters of credit together with the beneficiary’s signed letter addressed to the RBC requesting the cancellation of the same prior to the expiration or termination of the Forbearance Period (as defined in the Forbearance Agreement); or (b) provide cash collateral in an amount satisfactory to RBC prior to the expiration or termination of the Forbearance Period:
  - (a) P405073T07512;
  - (b) SLC7052552T;



- (c) SLC7052563T; and
- (d) SLC7052566T.
4. Pursuant to the Credit Agreements and the documentation executed in connection therewith, RBC extended certain credit facilities and services to the Debtor, and the Credit Parties granted certain security to RBC to secure the Debtor's debts and obligations to RBC, which security are detailed at **Schedule A** hereto (collectively, the "**Security**").
5. RBC has been advised by the Credit Parties that a third party financier will be making certain credit facilities available to the Credit Parties (the "**Financings**"), and the parties hereto have agreed that a portion of the Financings together with certain development charges refunded by the City of Toronto to the Credit Parties will be used to repay the outstanding indebtedness to RBC under the Credit Agreements including the Debtor providing RBC with \$881,000 to be held by RBC as cash collateral (collectively, the "**New Cash Collateral**", and together with the \$28,000 already held as cash collateral for letter of credit P405073T07512, the "**Cash Collateral**") to secure repayment of any Chargebacks (as defined below), letter of credit SLC7052552T ("**LC52T**") together with letter of credit P405073T07512, the "**LCs**") and the Remaining Visa Facility (as defined below). The Debtor hereby grants a security interest to RBC in the New Cash Collateral to secure repayment of any Chargebacks, LC52T, the Remaining Visa Facility and any other amounts owing by the Credit Parties to RBC for any matter, thing or reason whatsoever following the Payout Date.
6. As of the date hereof (the "**Payout Date**"), the total aggregate principal balance, accrued interest, fees and expenses due to RBC under the Credit Agreements as at the Payout Date, is the aggregate sum of the following amounts (collectively, the "**Payout Amount**"):

INDEBTEDNESS	
Demand Loan Facility 07512-77414621-206	\$10,179.10
Demand Loan Facility 07512-77414621-211	\$7,635.65
Term Loan Facility 07512-77414621-202	\$5,371,000.00
Term Loan Facility 07512-77414621-203	\$1,483,000.00
Interest Swap Facility	\$60,000.00
Unpaid legal fees and disbursements to August 20, 2021	\$3,796.16
Estimated legal fees and disbursements to the Payout Date	\$7,500.00
Cash Collateral for SLC7052552T	\$867,000
Cash Collateral for the Remaining Visa Facility	\$14,000
<b>TOTAL PAYOUT AMOUNT</b>	<b>\$7,824,110.91</b>

7. The Credit Parties are hereby irrevocably directed to pay the Payout Amount to RBC on the Payout Date by way of wire transfer to RBC's counsel, Aird & Berlis LLP, in accordance with the wire instructions attached hereto as **Schedule B**. RBC hereby confirms that payment in full of the Payout Amount as set out herein will not cause any prepayment penalty or other charge under any of the lending arrangements between RBC and the Debtor, which is not already included in the Payout Amount.

8. By executing below, each of the Credit Parties hereby jointly and severally indemnifies and holds RBC harmless for any and all fees and charges (including, but not limited to, legal fees and disbursements), bank account charges, credit card items, obligations under this letter agreement, service charges, account overdrafts, and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to RBC with respect to the administration and closing of the Debtor's credit facilities arising after the Payout Date (all such fees, charges, obligations and chargebacks hereinafter referred to, collectively, as "**Chargebacks**"). Each of the Credit Parties agree that it shall pay, on a joint and several basis, all outstanding Chargebacks, in full, on demand by RBC, including, without limitation, after the Payout Date.
9. The Credit Parties shall provide written evidence to RBC's satisfaction that, as of the Payout Date, there are no outstanding obligations of the Debtor that constitute priority obligations, meaning those obligations payable in priority to the obligations owed to RBC, which include wages and remittances required to be made for taxes and other liabilities owed to federal, provincial and municipal governments, including, without limitation, property taxes and money owed in respect of employee source deductions pursuant to the *Canada Pension Plan Act* (Canada), *Employment Insurance Act* (Canada) and *Income Tax Act* (Canada), and in respect of Harmonized Sales Tax owing under the *Excise Tax Act* (Canada) (collectively, the "**Priority Payables**").
10. Upon receipt by RBC of payment in full of the Payout Amount, evidence satisfactory to RBC that the Debtor is not in arrears in respect of any Priority Payables, receipt of two executed cash collateral agreements from the Debtor in favour of RBC in form and substance satisfactory to RBC (the "**New Cash Collateral Agreements**") and a copy of this letter executed by each of the Credit Parties:
  - (a) RBC acknowledges and agrees that payment in full of the Payout Amount constitutes indefeasible payment and satisfaction in full of the amounts owing pursuant to the Credit Agreements as at the Payout Date, other than the Chargebacks, the LCs and Remaining Visa Facility;
  - (b) all credit facilities and accounts granted by RBC to the Debtor, other than the Visa facility with reduced credit limits in the aggregate of CAD \$14,000 (the "**Remaining Visa Facility**") and the LCs, shall be cancelled immediately;
  - (c) RBC hereby releases, discharges, terminates and re-assigns to the Credit Parties, as applicable, all security interests, mortgages, charges, liens, guarantees, assignments and hypothecs and any rights relating to the security interests, mortgages, liens, guarantees, share pledges, assignments and hypothecs granted by it pursuant to the Security, other than the cash collateral agreement assigning term deposits and/or guaranteed investment certificates in the amount of \$28,000 and the New Cash Collateral Agreements.
  - (d) RBC hereby agrees to register, at the Debtor's expense:
    - (i) amendment of the existing PPSA registration listed on **Schedule C** hereto to: (i) amend the collateral classifications to include: (i) only Accounts and Other; (ii) remove Global Kingdom Ministries Church Inc. as a debtor; and (iii) and to insert a collateral description which reads "Cash collateral held

- by Royal Bank of Canada”, which registration shall be discharged upon RBC ceasing to hold the Cash Collateral in accordance with 10(f)(ii);
- (ii) releases and discharges of all real property Security listed on **Schedule D** hereto; and
  - (iii) for greater certainty, the registration listed on Schedule E hereto shall be retained by RBC, which registration shall be discharged upon RBC ceasing to hold the Cash Collateral in accordance with 10(f)(ii);
- (e) releases any interest it may hold in any insurance policies of the Debtor or for any other person in respect of the obligations of the Debtor;
- (f) RBC shall continue to hold the Cash Collateral, and:
- (i) to the extent that any amount of the Chargebacks, the LCs or the Remaining Visa Facility is not paid or returned when due, RBC shall be entitled to deduct such amounts (plus any related legal fees and disbursements) from the Cash Collateral to pay such amounts, without further notice to or instructions from any of the Credit Parties; and
  - (ii) if any amount of the Cash Collateral remains after the date that is 60 calendar days that: (a) all LCs returned together with the beneficiary’s signed letter addressed to the RBC requesting the cancellation of the same; and (b) the Remaining Visa Facility is cancelled and/or expired or terminated, as the case may be, and any such amounts shall be released to the Debtor, in accordance with the Debtor’s instructions and at the Debtor’s expense.
11. For good and valuable consideration, each of the Credit Parties, on its behalf and on behalf of its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges RBC and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, and other representatives and advisors (RBC and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, complaints, defences, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which the any of the Credit Parties, or any of its successors, assigns or other legal representatives, may now own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of, for or on account of, or in relation to, or in any way in connection with, any of the Credit Agreements, the Security and any documents or transactions related thereto, other than in respect of RBC’s obligations under the LCs, the Remaining Visa Facility and its obligations to release the Cash Collateral in accordance with paragraph 10(f).
12. Notwithstanding any other term or condition provided in this letter, including, without limitation, any discharge of Security, any release and/or discharge granted by RBC is made on the basis that any and all Priority Payables have been paid in full to the Payout

Date. To the extent that RBC suffers a loss or is required to pay any amount as a result of the failure of Debtors to meet any of their obligations regarding Priority Payables to the Payout Date, the Credit Parties shall pay RBC, on demand and on a joint and several basis, the full amount of any loss it incurs or payment it is required to make in respect of any such Priority Payables liability and the discharges contained herein shall not operate as a release of the Credit Parties to such extent.

13. This letter may be executed and delivered by the parties hereto in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this letter by facsimile or PDF transmission constitutes valid and effective delivery.
14. This letter shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein. The parties hereto irrevocably submit to the courts of the Province of Ontario sitting in Toronto in any action or proceeding arising out of or relating to this letter, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum.
15. As the quantum of the credit facilities provided pursuant to the Credit Agreements can fluctuate on a daily basis, the Payout Amount is only valid until 4:00 p.m. (Toronto time) on the Payout Date. If RBC has not received the Payout Amount by such time, RBC will be required to recalculate the Payout Amount for the next business day. Accordingly, if RBC does not receive the Payout Amount on or before 4:00 p.m. (Toronto time) on the Payout Date, paragraph 10 of this letter shall be deemed to be null and void and of no further force and effect.
16. RBC further agrees after the date hereof to execute and deliver such other termination statements, financing change statements, releases, discharges or other agreements, at the sole expense of the Debtor, in form and substance satisfactory to RBC and the Debtor, as the Debtor may reasonably request, in connection with the releases contemplated by this letter.
17. By executing and delivering this letter, each of the parties acknowledges and declares that:
  - (a) it has had an adequate opportunity to read and consider this letter and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice;
  - (b) it fully understands the nature and effect of this letter; and
  - (c) this letter has been duly executed voluntarily.

We trust the foregoing is satisfactory.

Yours truly,

**AIRD & BERLIS LLP FOR AND ON BEHALF OF  
ROYAL BANK OF CANADA**

**By:**

A handwritten signature in black ink, appearing to be 'S. Graff', written over a horizontal line.

**Name: Steven L. Graff**

***[Acknowledgment Page Follows]***

**ACKNOWLEDGED AND AGREED** by the Credit Parties as of the date first written above.

**TRINITY RAVINE COMMUNITY INC.**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signing Officer

**GLOBAL KINGDOM MINISTRIES CHURCH INC.**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signing Officer



**SCHEDULE A  
SECURITY**

1. General security agreement made by the Borrower in favour of the Lender, dated December 15, 2009.
2. Collateral mortgage in the amount of \$14,300,000 constituting a first fixed charge on the Real Property.
3. Cash collateral agreement assigning term deposits and/or guaranteed investment certificates in the amount of \$41,500.
4. Cash collateral agreement assigning term deposits and/or guaranteed investment certificates in the amount of \$28,000.

**SCHEDULE B  
WIRE INSTRUCTIONS**

**CANADIAN DOLLAR TRUST ACCOUNT**

Account Name: Aird & Berlis LLP  
181 Bay Street, Suite 1800  
Toronto, Ontario M5J 2T9

Account No.: 5221548

Bank: TD Canada Trust  
55 King Street West  
Toronto, Ontario M5K 1A2

Bank No.: 004

Transit No: 10202

Swift Code: TDOMCATTTOR

RE: **M# 163273 Attention: Steven L. Graff**

**SCHEDULE C**  
**PPSA REGISTRATIONS TO BE AMENDED TO REFLECT SECURITY INTEREST IN CASH**  
**COLLATERAL**

Registration Number	Reference File No.	Debtor(s)	Collateral Classification/ Description
20070426 1409 1462 6806 as amended by 20080515 1701 1462 3443, 20100115 1406 1462 8898, 20100121 1401 1462 9695, 20150204 1441 1530 2426, 20150204 1441 1530 2468, 20200324 1034 1529 6600, 20210316 1936 1531 9786, 20210615 1003 1462 6090	634699593	Trinity Ravine Community Inc. Global Kingdom Ministries Church Inc.	I, E, A, O, GCD

**SCHEDULE D**  
**REAL PROPERTY REGISTRATIONS TO BE DELETED**

1. Collateral mortgage in the amount of \$14,300,000 constituting a first fixed charge on the Real Property (registered as AT2279804, AT3502650 and AT4950468).

**SCHEDULE E**  
**PPSA REGISTRATIONS TO RETAINED**

<b>Registration Number</b>	<b>Reference File No.</b>	<b>Debtor(s)</b>	<b>Collateral Classification/ Description</b>
20190410 1242 1862 6701 as amended by 20210615 1003 1462 6089	750009699	Trinity Ravine Community Inc.	A, O, GCD

This is Exhibit "VV" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**Global Kingdom Ministries Church Inc.**  
 October 2020 through September 2021

	Type	Date	Num	Memo	Amount
<b>1411000 · Prepaid Expenses</b>					
	General Journal	08/26/2021	2021-08-JE06	RBC Settlement thr TRC - Kept in trust fund to close off BA loan/Swap in Sep	60,000.00
	General Journal	08/26/2021	2021-08-JE06	RBC Settlement thr TRC - Kept in trust fund to pay legal fees	29,110.91
	General Journal	09/30/2021	2109-038	Refund Monies kept for Loan settlement	(60,000.00)
	General Journal	09/30/2021	2109-038	Refund over-estimated legal fees for Loan settlement	(536.32)
<b>6280100 · Loan Administration Fees</b>					
	General Journal	08/30/2021	2021-08-JE07	Fees for closing RBC Swap facility, directly charged fr bank account	30,000.00

This is Exhibit "WW" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**FUNDS SUMMARY**

RE:     The Pension Fund (1969) of The Pentecostal Assemblies of Canada, The Pentec first mortgage loan to Global Kingdom Ministries Church Inc.  
          1250 Markham Rd, Scarborough  
          Closing Date: August 25, 2021  
          Our File No.: 210310

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From new 1st mortgagee - The Pension Fund  
(1969) of The Pentecostal Assemblies of  
Canada, The Pentecostal Assemblies of Canada,  
Pentecostal Financial Services Group Inc. \$7,400,000.00

Legal Fees	\$7,500.00
HST (13%)	975.00

**DISBURSEMENTS:**

**Subject to HST**

Search Costs	\$93.95
Execution Certificate	15.62
Photocopies	25.00
Postage	10.00
Fax transmissions	15.00
Wiring Charge	25.00
EREG Admin Fee - Charge	10.90
Software Transaction Charge	129.00

324.47

HST (13%)	42.18
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**Not Subject to HST (Agency)**

Registration of Mortgage	\$64.40
Expense Recovery	100.00
Title Insurance Premium	5,701.32
Corporate profile search	49.72
Point in time report - Notice of Change	46.33

5,961.77

Total Legal Fees, Disbursements and HST	14,803.42
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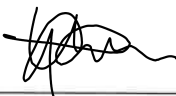
To be paid to client following closing:	<u><u>\$7,385,196.58</u></u>
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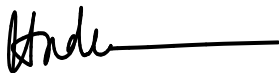
E. & O. E.

The undersigned hereby acknowledge that this Funds Summary is a preliminary account and authorize Tannahill, Lockhart & Clark LLP to disburse funds from trust in accordance with this Funds Summary.

**DATED** at Mississauga, this 25<sup>th</sup> day of August, 2021.

GLOBAL KINGDOM MINISTRIES CHURCH  
INC.

Per:   
Name: Anne Lee  
Title: CFO/Treasurer

Per:   
Name: Jeremy Anderson - Secretary

This is Exhibit "XX" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**Global Kingdom Ministries Church Inc.**  
**October 2020 through September 2021**

	Type	Date	Num	Memo	Amount
<b>6201000 - Loan Interest - RBC Swap</b>					
	General Journal	10/16/2020	2010-007	Bankers Acceptance/Stamping Fee 10/16/2020	6,345.32
	General Journal	10/16/2020	2010-008	Swap Loan Interest	2,298.80
	General Journal	10/31/2020	2010-006	Swap Loan Interest	5,407.87
	General Journal	11/30/2020	2011-006	Swap Loan Interest 11/16/20	5,642.61
	General Journal	11/30/2020	2011-007	Bankers Acceptance /Stamping Fee 11/16/20	6,101.10
	General Journal	11/30/2020	2011-008	Loan Interest Payment	2,226.90
	General Journal	12/31/2020	2012-008	Swap Loan Interest 12/16/20	5,455.51
	General Journal	12/31/2020	2012-009	Bankers Acceptance/Stamping Fee	6,666.54
	General Journal	12/31/2020	2012-010	Loan Principal Interest	2,382.24
	General Journal	01/31/2021	2101-007	Swap Loan Interest	5,961.52
	General Journal	01/31/2021	2101-008	Bankers Acceptance/Stamping Fee	5,820.26
	General Journal	01/31/2021	2101-009	Swap Loan Interest	1,859.55
	General Journal	02/16/2021	2102-006	Swap Loan Interest 2/16/21	5,483.34
	General Journal	02/16/2021	2102-007	Bankers Acceptance Stamping Fee 2/16/21	5,582.66
	General Journal	02/16/2021	2102-008	Swap Loan Interest	1,791.36
	General Journal	03/31/2021	2103-006	Swap Loan Interest 3/16/21	5,273.34
	General Journal	03/31/2021	2103-007	Bankers Stamping Fee 3/16/21	6,138.85
	General Journal	03/31/2021	2103-008	Swap Loan Interest	2,001.60
	General Journal	04/30/2021	2104-006	Swap Loan Interest	5,784.04
	General Journal	04/30/2021	2104-007	Bankers Acceptance Fee	6,098.00
	General Journal	04/30/2021	2104-008	Swap Loan Interest	1,933.05
	General Journal	05/31/2021	2105-006	Swap Loan Interest	5,790.61
	General Journal	05/31/2021	2105-007	Bankers Acceptance/Stamping Fee 5/16/21	5,860.68
	General Journal	05/31/2021	2105-008	Swap Loan Interest	1,864.90
	General Journal	06/30/2021	2106-006	Record Swap Loan Interest	5,572.83
	General Journal	06/30/2021	2106-007	Bankers Stamping Fee	5,820.08
	General Journal	06/30/2021	2106-008	Swap Loan Interest	1,851.98
	General Journal	07/31/2021	2107-007	Swap Loan Interest 7/16/21	5,534.62
	General Journal	07/31/2021	2107-008	Bankers Acceptance/Stamping Fee 7/16/21	5,972.13
	General Journal	07/31/2021	2107-009	Swap Loan Interest	1,893.15
	General Journal	08/31/2021	2108-006	Record Swap Loan Interest 8/16/21	5,657.62
	General Journal	08/31/2021	2108-007	Rec Bankers Acceptance/Stamping Fee 8/16/21	5,930.17
	General Journal	08/31/2021	2108-008	Swap Loan Interest	1,879.85
	General Journal	09/30/2021	2021-09-JE18	Reverse deferred SWAP loan interest for Oct 1-16/20 charged in Sep/20	1,226.03
	General Journal	09/30/2021	2021-09-JE18	Reverse deferred SWAP loan stamping fee for Oct 1-16/20 charged in Sep/20	3,275.00
	General Journal	09/30/2021	2021-09-JE18	Reverse accrued SWAP loan settlement for Sep 17-30/20 settled in Oct/20	(2,523.67)
					<u>151,860.44</u>





# Global Kingdom Ministries Church Inc.

October 2020 through September 2021

Type	Date	Num	Memo	Amount
<b>2711010 · RBC Swap Loan - Owed to TRC</b>				
General Journal	11/30/2020	2011-008	Loan Principal Payment	37,000.00
General Journal	12/31/2020	2012-010	Loan Principal Payment	38,000.00
General Journal	01/31/2021	2101-009	Swap Loan Principal	37,000.00
General Journal	02/16/2021	2102-008	Swap Loan Principal Owed to TRC	37,000.00
General Journal	03/31/2021	2103-008	Swap Loan Principal Owed to TRC	38,000.00
General Journal	04/30/2021	2104-008	Swap Loan Principal	37,000.00
General Journal	05/31/2021	2105-008	Swap Loan owed to TRC	38,000.00
General Journal	06/30/2021	2106-008	Swap Loan Principal Owed to TRC	38,000.00
General Journal	07/31/2021	2107-009	Swap Loan Principal	38,000.00
General Journal	08/31/2021	2108-008	Swap Loan Principal Payment	38,000.00
				<u>376,000.00</u>



**Global Kingdom Ministries Church Inc.**  
**October 2020 through July 2022**

	Type	Date	Num	Memo	Amount
<b>1501000 - Due from TRC</b>					
	General Journal	07/31/2021	2107-042	Trans to Construction Clearing Acct 7/30/21	100,000.00
	General Journal	09/30/2021	2021-09-JE23	GKM Administrative Cost to TRC	34,000.00
	General Journal	10/31/2021	2021-10-JE12	Monthly rental charge to TRC	3,000.00
	General Journal	11/30/2021	2021-11-JE04	Monthly rental charge to TRC	3,000.00
	General Journal	12/31/2021	2021-12-JE08	Monthly rental charge to TRC	3,000.00
	General Journal	01/31/2022	2022-01-JE02	Monthly rental charge to TRC	3,000.00
	General Journal	02/28/2022	2022-02-JE02	Monthly rental charge to TRC	3,000.00
	General Journal	07/31/2022	2207-350	Transfer from GKM TD Op , Jul 29	25,000.00
					<u>174,000.00</u>

This is Exhibit "YY" referred to in the Affidavit of Mark Steele sworn by Mark Steele at the City of Pickering, in the Province of Ontario, before me on February 22, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**Global Kingdom Ministries Church Inc.**  
**October 2020 through September 2021**

	Type	Date	Num	Memo	Amount
<b>5402600 - Ground Maintenance</b>					
	Bill	12/15/2020	335	Snow Removal Nov15-Dec15	2,988.27
	Bill	01/14/2021	345	Snow Removal Dec15- Jan15	2,988.29
	Bill	02/17/2021	369	Snow Removal Jan15-Feb14	2,988.29
	Bill	03/15/2021	388	Snow Removal Feb15-Mar14	2,988.29
	Bill	04/15/2021	405	Snow Removal Mar15-Apr15	2,988.29
	Bill	05/18/2021	PC051821	Spring General Clean-Up	600.00
	Bill	07/20/2021	AA072021	Assist with Ground Maintenance	200.00
	Bill	08/22/2021	000139	Repaint Lines & Symbols in Parking Lots/Driveways	3,222.15
					<u>18,963.58</u>





**Trinity Ravine Community Inc.**

October 2020 through September 2021

	Type	Date	Num	Memo	Amount
<b>7500313 · Parking &amp; Construction</b>					
	General Journal	12/15/2020	2020-12-JE22	RC Stone -Salting Additional	2,276.95
	General Journal	01/14/2021	2021-01-JE01	RC Stone - Additional Salting	2,553.80
	General Journal	02/17/2021	2021-02-JE01	Additional Salting	2,553.80
	General Journal	03/15/2021	2021-03-JE10	Additional Salting	2,423.85
					<u>9,808.40</u>

Applicant

Respondent

*APPLICATION UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, s. 96*

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**AFFIDAVIT OF MARK STEELE  
(Sworn February 22, 2024)**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto ON M5H 3S1

**ADAM J. STEPHENS (LSO#: 47286N)**

[astephens@millerthomson.com](mailto:astephens@millerthomson.com)  
Tel: 416.595.8572 / Fax: 416.595.8695

**MATTHEW G. SMITH (LSO#:77154B)**

[mgsmith@millerthomson.com](mailto:mgsmith@millerthomson.com)  
Tel: 416.597.6081 / Fax: 416.595.8695

Lawyers for the Respondent,  
GLOBAL KINGDOM MINISTRIES CHURCH INC.

TAB 2

Court File No.: CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N :

DELOITTE RESTRUCTURING INC.

Applicant

- and -

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Respondent

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*,  
*R.S.C. 1985, c. B-3, s. 96*

**AFFIDAVIT OF CATHERINE ANN SPEARS  
(Sworn February 21, 2024)**

I, Catherine Ann Spears, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY AS FOLLOWS:

1. I am a Registered Professional Planner with gsi Real Estate and Planning Advisors Inc. A more detailed summary of my professional qualifications can be found in my current curriculum vitae, which is attached hereto as [Exhibit "A"](#).
2. I was retained by counsel for Global Kingdom Ministries Church Inc. to provide evidence in relation to redevelopment potential of an improved property (place of worship), known municipally as 1250 Markham Road in the City of Toronto (the "**Property**") and to assist an appraiser in valuing the Property. Attached hereto as [Exhibit "B"](#) is a copy of my Expert Report dated January 30, 2024.
3. I have also conducted a review of Kroll Real Estate Advisory Group's comparable sales. Attached hereto as [Exhibit "C"](#) is a copy of my Supplementary Planning Report, dated January 30, 2024.

4. Attached as [Exhibit "D"](#) is a copy of the executed Acknowledgement of Expert's Duty,  
dated January 30, 2024.

SWORN by CATHERINE SPEARS of the  
City of Toronto, in the Province of Ontario,  
before me at the City of Hamilton in the  
Province of Ontario, on February 21, 2024  
in accordance with O. Reg. 431/20,  
Administering Oath or Declaration  
Remotely.



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Commissioner for Taking Affidavits  
(or as may be)  
**MATTHEW G. SMITH LSO#: 77154B**



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**CATHERINE ANN SPEARS**

This is Exhibit "A" referred to in the Affidavit of Catherine Ann Spears sworn by Catherine Ann Spears at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



# Catherine A. Spears

## Registered Professional Planner (MCIP, RPP)

Ms. Spears has been with *gis* since its inception in 1991, and has over 40 years of experience in the private sector providing a broad range of land use planning, land development, expropriation and project management experience. Ms. Spears has operated as an executive in real estate development for two of Canada's largest real estate development companies and has an impressive list of development projects for which she has obtained municipal approvals. Ms. Spears brings a broad range of planning and development experience to *gis*.

In addition, Ms. Spears has appeared before the former Ontario Municipal Board, the Local Planning Appeals Tribunal ("LPAT") and Toronto Local Appeal Body ("TLAB"), Superior Court of Justice (Ontario) and Arbitration Hearings. Ms. Spears has completed a wide range of assignments including development potential (highest and best use) analyses, planning justification reports, expropriation reply reports, official plan and zoning amendments, Committee of Adjustment (minor variance and consents), plans of subdivision and condominium, forensic land investigations, site selection, development proformas and feasibility analysis and all facets of land development approvals including site plans and building permit processing.

## CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

Registered Professional Planner – Full Member 1986  
Canadian Institute of Planners – Full Member 1986  
Ontario Professional Planners Institute – Full Member 1986  
Appraisal Institute of Canada – Candidate Member 1991 - 1997

## EDUCATION

M.Sc. (PL)      Master of Science in Planning - 1989  
University of Toronto  
Ontario Graduate Scholarship

B.E.S.          Bachelor of Environmental Studies – 1981  
University of Waterloo  
School of Urban & Regional Planning (Hons. U.&R.Pl.)



### **PRIOR EXPERIENCE**

- 1990 - 1991    Bramalea Limited  
Vice President, Land Group
- 1986.- 1990    Inducon Development Corporation  
Inducon Urban Properties Corporation  
Inducon Developers of Ontario Ltd.  
Director of Planning (1988 – 1990)  
Development Co-ordinator (1986 – 1988)
- 1983 - 1986    Leon Kentridge & Associates Limited  
Planner

### **AREAS OF PRACTICE**

**Local Planning Appeal Tribunal:** Formerly the OMB, providing expert opinion evidence and testimony at the LPAT. Preparation of a witness statement, visual evidence, Document Book(s), reply reports and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations related to development approvals and expropriation claims.

**Toronto Local Appeal Body:** Providing expert opinion evidence and testimony related to minor variance and consent applications in the City of Toronto. Preparation of a witness statement, visual evidence, Document Book(s), and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations.

**Superior Court of Justice (Ontario):** Providing expert opinion evidence and testimony related to civil lawsuits involving land disputes. These assignments involve a variety of property types and include the preparation of a court ready report, visual aids and reply reports.

**Board of Negotiation Hearings:** Providing expert opinion evidence and testimony at the Board of Negotiation to attempt to pre-empt a full LPAT Hearing related to expropriation claims.

### **AREAS OF PRACTICE (Continued)**

**Board of Negotiation, continued:** These assignments relate to the expropriation of land by public authorities that require the establishment of market value at the effective date. For these projects, establishing the Highest and Best Use for both the “with” and “without” the taking and establishing hypothetical development schemes, are a major component of the valuation.

**Assessment Review Board:** Providing land use planning and development potential Highest and Best Use consulting reports for the City of Toronto related to property tax appeals made to the Assessment Review Board. These assignments involve the preparation of a court ready report and expert reply reports in an attempt to pre-empt a full LPAT Hearing.

**Development Approvals and Project Management:** Providing land use planning, development and project management skills to obtain planning approvals related to residential, retail commercial and industrial projects, including applications for official plan and zoning by-law amendment, draft plan of subdivision and condominium, site plan approval and minor variance and consent.

**Building Permit Approvals and Divisional Court:** Providing skills and expertise to expedite building permit approvals for private and public sector clients. Recent examples include obtaining the building permits for Sobeys OCADO “VIOLA” distribution and fulfilment centre in Vaughan, Ontario and permits for numerous RONA and Reno-Depot retail warehouses in various formats across Ontario. This may include attendance at Divisional Court related to Orders to Comply.

**Arbitration Hearings:** Providing expert opinion evidence and testimony at Arbitration Hearings. An example relates to long-term ground leases with renewal terms that require the establishment of market value at the renewal date. Establishing the Highest and Best Use and hypothetical development schemes was a major component of the valuation.

**Development Consultancy – Other Assignments:** Providing support and assistance to private sector clients with respect to asset acquisition (due diligence investigations), asset disposition, consulting on development potential, timing, approaches and deal structuring.

## **PARTIAL CLIENT LIST**

### ***Law Firms***

Ackerman Law  
Battiston & Associates  
Borden Ladner Gervais LLP  
Charney Lawyers  
Davies Howe LLP  
Dentons  
DLA Piper LLP  
Fasken Gardiner Roberts LLP  
Fraser Millner Casgrain LLP  
Goodman and Carr LLP  
Lax O'Sullivan Scott Liscus LLP  
McCarthy Tétrault LLP  
Miller Thomson LLP  
Morris Rose Ledgett LLP  
Rueters LLP  
Scargall Owen-King LLP  
Stevenson Whelton LLP  
Thomson Rogers LLP  
Wardle Daly Bernstein Bieber LLP  
WeirFoulds LLP

### ***Developers***

Baif Development Limited  
Batty Investments Ltd.  
Bordeaux Developments (Genstar)  
Bramalea Limited  
Brooklin Limited Partnership  
Camrost Feldcorp  
Canfirst Capital Management  
Cresford Developments / B&H  
Dream Corporation  
Dundee Capital Management  
Fineway Properties Group  
First Professional Management  
Fram Building Group  
High Rise Group  
Inducon Development Corporation  
Kleinburg Investments Ltd.  
KIANIK Home Development

### ***Developers Continued***

Kingsett Capital  
Kodiak SOS Investments Ltd.  
Kreadar Enterprises Ltd.  
Longboat Developments Inc.  
Markborough Properties  
Markson Investments  
Mirmor Investments Ltd.  
Morningside Heights Developments  
Orton Parkway Limited  
Paletta International Corporation  
Pinetree Developments Company Ltd.  
Sorbara Group  
Steeles Markham Developments  
Inc. (Fieldgate Development)  
Strathallen Capital Corporation  
Sweet Corn Farms Inc. (N. Nutson)  
Tri-lag Corporation  
TNT Canada Inc.  
Vaughan West Business Park  
(NHD Developments Ltd., H&R Real  
Estate Investment and Royal Plastics)  
York Properties Group  
Wycliffe Homes

### ***Real Estate Development/ and Management Companies***

BentallGreenOak LLP (BGO)  
Beutel, Goodman & Company Ltd.  
Dream Unlimited Corporation  
GE Capital  
Greenwin Construction  
McCOR Management Inc.  
Nexacor Realty Management  
Plenary Group/ PCL Construction  
Prudential Insurance  
Realspace Management Group Inc.  
Sun Life Assurance Company  
of Canada

This is Exhibit "B" referred to in the Affidavit of Catherine Ann Spears sworn by Catherine Ann Spears at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

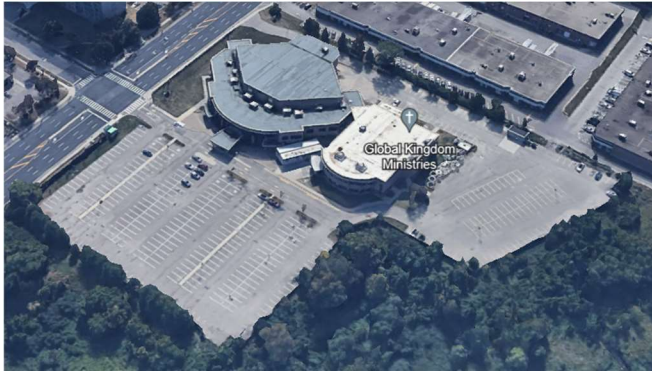


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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# PLANNING REPORT – REDEVELOPMENT POTENTIAL OF A PLACE of WORSHIP



PREPARED FOR:

**MILLER THOMSON LLP**

FOR THE PROPERTY DESCRIBED AS:

**1250 Markham Road**

**(Part of Lot 32 Registrar's Plan 10620)**

**City of Toronto**

**PIN 06179-0140 (LT)**

**Report Date:** January 30, 2024

**Effective Date:** April 16, 2021



- ▣ REAL ESTATE APPRAISAL
- ▣ REAL ESTATE COUNSELLING
- ▣ LAND USE PLANNING
- ▣ EXPROPRIATION/LITIGATION

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[www.gsiadvisors.com](http://www.gsiadvisors.com)

[realestate@gsiadvisors.com](mailto:realestate@gsiadvisors.com)





January 30, 2024

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 1011  
Toronto, Ontario  
M5H 3S1

Attention: Mr. Adam Stephens, Partner

Dear Sir,

**RE: Planning Consultancy Report.**  
**Redevelopment Potential of a Place of Worship.**  
**Subject Property: 1250 Markham Road, City of Toronto.**  
**Legal Description: Part of Lot 32, Registrar's Complied Plan 10620.**  
**PIN: 06179-0140 (LT).**  
**Court File No. CV-23-00697814-00CL.**

---

In accordance with your request, gsi Real Estate and Planning Advisors Inc. (**gsi**) have prepared the attached planning consultancy report and formulated an expert opinion regarding the redevelopment potential of an improved property (place of worship), known municipally as 1250 Markham Road in the City of Toronto, legally described as Part of Lot 32, Registrar's Complied Plan 10620 comprising all of PIN 06179-0140 (LT) (the **subject property**).

The purpose of this planning consultancy report is to assist an appraiser in valuing the subject property and the Court in a legal proceeding in the Ontario Superior Court of Justice regarding the transfer of the subject property (4.259-acres) from Trinity Ravine Communities Inc. (**TRC**) to Global Kingdom Ministries Church Inc. (**GKMC**) on April 16, 2021 (the **effective date**<sup>1</sup>).

---

<sup>1</sup> gsi is aware that the agreement to transfer the subject property is dated September 30, 2020. Whether the effective date is April 16, 2021 or an alternative date is established, it would not impact the conclusions set out in this report, with the possible exception of the timing to submit a conversion request by the City's deadline.

Specifically, you have asked us to provide a planning opinion as to the redevelopment potential of the subject property at the effective date.

In rendering our planning opinion, you have also asked us to examine a Planning Opinion Letter and Massing Analysis prepared by Bousfields Inc. (collectively referred to as the **Bousfield Report**) dated August 24, 2023. The Bousfield Report opines that the subject property could be converted and redesignated for residential purposes and identifies a potential density or Floor Space Index (**FSI**) of 4.84 (**Option 3**) should the property be redeveloped for a residential/ mixed-use development consisting of three tall residential buildings with heights up to 33 storeys, together with a 4-storey podium including ground floor retail and service commercial uses and office/ institutional uses on the upper floors.

This report is to be relied upon for the purposes of the appraiser and this litigation and for no other purpose.

The summary of the key findings and conclusions in gsi's planning report is provided below. This summary forms part of the report that follows.

## SUMMARY OF KEY FINDINGS

gsi's conclusion is that:

- It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.
- Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.
- The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law (described specifically below).

This conclusion is based on the following factors:

1. At the effective date (and to this day), the subject property was identified in the City of Toronto Official Plan as *Employment Areas* (Chapter Two: Urban Structure) and designated *General Employment Areas* (Chapter Four: Land Use Designations). The existing "as-of-right" Zoning By-law 865-2019(LPAT) for the subject property allows for a place of worship and an above grade parking structure to a maximum Gross Floor Area (**GFA**) of 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>).

2. The City of Toronto Official Plan determines whether a residential use is permitted. The Official Plan must conform with the Places to Grow: Growth Plan for the Greater Golden Horseshoe (2019), Amendment 1 2020 (the **Growth Plan 2020**). Policy 2.2.5 (Employment) of the Growth Plan 2020 contains policies to protect *Employment Areas*. Policy 2.2.5.7 of the Growth Plan 2020 directs municipalities to prohibit residential uses in *Employment Areas*.
3. For the subject lands to be redeveloped for multi-unit high-density residential uses, the property would need to be “converted” (redesignated in the Official Plan) from their current designation as *General Employment Areas* to *Mixed Use Areas* or another designation that permits residential uses.
4. The Growth Plan 2020 (Policy 2.2.5.9) further prohibits conversion of lands within *Employment Areas* to non-employment uses (like residential) except through a *municipal comprehensive review* (a specific event as defined in the Growth Plan 2020). While a *municipal comprehensive review* had been initiated by the City of Toronto at the effective date, the deadline to file a conversion application was August 03, 2021. Late submissions would not have been accepted.
5. Neither the City or the OLT are allowed to approve such a conversion because section 14 of *The Places to Grow Act, 2005*, S.O. 2005, c.13 requires their decisions to confirm to Policy 2.2.5.9.
6. The process of converting lands from *Employment Area* land to *Mixed Use Area* land requires an extensive and robust submission to the City of Toronto. The submission must also include a number of “required elements” as well as detailed reports and studies, such as air quality impact reports, noise impact studies, transportation impact studies, etc. Preparing a technical submission such as this typically takes between 6 to 8 months.
7. It is unlikely that a submission could be prepared between the effective date and the August 03, 2021 deadline.
8. The City’s next *municipal comprehensive review* at which an *Employment Area* conversion request could be brought would be 5-years from whenever the City’s official plan amendment (**OPA**) came into effect (s. 26(1.1)(b) of the *Planning Act*) and approved by the Minister of Municipal Affairs and Housing (**MMAH**). That is, if the August 03, 2021 deadline was not met or the conversion request was rejected or denied, the next opportunity to submit a conversion request to the City of Toronto was probably 2029 at the earliest. As it happens, the MCR OPA’s have not yet come into effect and therefore, the next 5-year period has not yet begun.
9. Even a timely submission to convert the subject property for residential purposes would be very unlikely to succeed. The criteria established by the Growth Plan 2020 (Policy 2.2.5.9 (a-e)) requires conversions for *Employment Areas* to other uses to satisfy the following requirements:

Requirement Policy 2.2.5.9:	Response:
a) There is a <u>need</u> for the conversion	The City does not need a conversion of the subject property to meet the mandated housing requirements based upon the 2051 population forecasts. The surplus potential housing units in the City's development pipeline is more than sufficient to accommodate forecasted growth. And, there are other locations in the immediate vicinity that are designated and zoned for residential uses to meet the City's needs.
b) The lands are not required over the horizon of this Plan for the employment purposes for which they are designated	There is a finite supply of <i>Employment Areas</i> lands. New <i>Employment Areas</i> lands are rarely created. The subject property is a large parcel located on the periphery of a thriving employment district on a major road and in close proximity to surface transit and a major 400 series highway interchange. The lands are a suitable size for a wide range of employment uses to serve the surrounding <i>Employment Areas</i> . There is no basis to conclude that the subject property is not required for employment purposes over the long term.
c) There will be sufficient employment lands to accommodate forecasted employment growth to the horizon of this Plan	The municipality has designated sufficient employment land to accommodate forecasted growth to 2051. On this basis, this requirement could technically be met.
d) The proposed uses would not adversely affect the overall viability of the employment area or the achievement of the minimum intensification and density targets in this Plan	A conversion would adversely affect the overall viability of the <i>Employment Areas</i> as the subject property is part of a broader contiguous employment district with vacancy rates under 1% in 2021. A residential use is a sensitive land use generally incompatible with employment uses. Complaints from residents and the inability to obtain new or revised

	<p>environmental compliance approvals or to meet environmental activity and sector registry registration requirements or changes or expansions required by industry adversely affect their viability. The subject property (a place of worship) is a transitional use which provides buffering and distance separation to reduce land use conflicts between the employment uses to the south and the sensitive residential uses to the north while preserving the employment land for future uses. Businesses seek long-term land use certainty. Encroachment into <i>Employment Areas</i> by residential uses has the potential to disrupt the operation of a current business and also to impact the decision by a business as to where to locate.</p>
e) There are existing or planned infrastructure and public service facilities to accommodate the proposed uses	<p>There is a lack of transportation and community infrastructure (libraries, schools, community and recreational centres, parks, public services) within an acceptable radius of the subject property (1,000 m) to accommodate increased high density residential uses, and the majority of the existing facilities require crossing major streets (Markham Road and Ellesmere Road). Support for 1256 Markham Road was based on low occupancy and low demand for services given a seniors' only complex. There is also a lack of higher-order transit in the area to support high-density residential and increased residential traffic could negatively impact the ability of the <i>Employment Area</i> to use the existing transportation network to move goods.</p>

10. City Council previously rejected a request to convert the subject property to a *Mixed Use Areas* designation and nothing had changed at the effective date (and to this day) to suggest that the City would reverse itself on this same issue.

11. The Bousfield Report suggests that a submission for conversion of the subject property would receive the same treatment as the contiguous property, 1256 Markham Road. This is a gross over-simplification and ignores that:
  - a. The land use permissions granted to 1256 Markham Road were reliant upon the subject property remaining *Employment Areas* and remaining a place of worship.
  - b. The residential permissions granted by City Council and the LPAT were limited to a seniors only residential building with cultural linkages to the church, not a stand-alone market condominium.
  - c. The City and LPAT always considered the subject property and 1256 Markham Road as one large comprehensive development site. The redevelopment of the north parcel has always been tied to the church remaining at 1250 Markham Road with the 1256 Markham Road development always pursued to provide affordable seniors accommodation in a “life-lease” format.
12. The Bousfield Report places undue focus on the impact the redevelopment of the subject property would have on promoting the achievement of transit-supportive intensification in accordance with the PPS 2020 and the Growth Plan 2020. This position overstates the existing state of transportation in the area and of the suggested impact a redevelopment of the subject property would have on such matters.
13. It is also noted that the Bousfield Option 3 does not include any provision for affordable housing or inclusionary housing and does not recognize that such housing formed the basis of the City’s support for the seniors housing permissions granted for 1256 Markham Road.
14. A number of additional practical considerations strongly suggest a proposal to convert the subject property would be rejected by City Council, including:
  - a) A “straight” (meaning one that is unrestricted or unqualified) redesignation from an *Employment Area* use to a *Mixed Use Area* designation that does not preserve the existing place of worship and recreational and community facilities on the subject property, would not provide City Staff or City Council an opportunity to fully assess and consider the necessary components of a “complete community” (a term defined by the Growth Plan 2020), with the necessary infrastructure to service an increased residential population.
  - b) A *Mixed Use Area* designation would also not enable staff to broadly consult and undertake a planning assessment and review before introducing residential uses on lands not previously designated for such uses, and may result in unintended consequences, such as resident populations with little or insufficient nearby services or lack of services.



- c) The subject lands are almost twice the size of 1256 Markham Road, meaning the amount of residential GFA proposed would be significantly greater than approved. The higher number of units and increased occupancy creates a different demand on community facilities and services and existing transportation networks than 1256 Markham Road, even if all other issues remain the same
15. The reasonableness of the analysis set forth above was checked and was demonstrated by the City's consideration and rejection of the conversion request for a property that bears numerous similarities to the subject property, namely 920 to 930 Progress Avenue. This conversion request submission was submitted on August 03, 2021 to redesignate all of the lands at 920 to 930 Progress Avenue from *General Employment Area* to *Mixed Use Area*.
16. 920 to 930 Progress Avenue is a comparable property in terms of its size, location (less than 250 meters away), it has similar land use controls, it contains an improved place of worship and includes ancillary uses (recreation and community facilities) and also proposed seniors' accommodation with linkages to the existing place of worship. Below is a comparison of the subject property and 920 to 930 Progress Avenue:

Table No. 1 Comparison of 1250 Markham Road and 920-930 Progress Avenue		
Address:	1250 Markham Road	920 – 930 Progress Avenue
Improved Place of Worship	Global Kingdom Ministries	Holy Cross Armenian Episcopal Church
Community Centre	GKM Recreation and Community Facility	Barev Canadian Armenian Community Centre
Official Plan: Map 2 Urban Structure	<i>Employment Areas</i>	<i>Employment Areas</i>
Official Plan: Map 22 and Map 23 Land Use Designation	<i>General Employment Areas</i>	<i>General Employment Areas</i>
Zoning: Scarborough Employment District By-law 24982	<i>Industrial (M)</i>	<i>Institutional (I)</i>
City Neighbourhood:	Woburn #137	Woburn #137
Location:	250 m south of 920 to 930 Progress Avenue	250 m north of 1250 Markham Road
Site Area:	4.259-acres	3.6-acres
Existing Context:	West Side Markham Road – <i>Scarborough Highway 401 Central Employment Area</i>	East Side Markham Road at Progress Avenue (northeast corner) – <i>Scarborough Highway 401 Central Employment Area</i>

<b>City Staff Final Assessment:</b> <b>Conversion Request to Permit <i>Mixed Use Area</i></b>	Refusal/ Denied	Refusal/ Denied
<b>Proposal:</b>	Place of Worship and Seniors “Life-Lease” Residential Accommodation	Place of Worship and Seniors Accommodation
<b>Proponent Conversion Request:</b>	<i>Mixed Use Areas – MCR 2011</i>	<i>Mixed Use Areas – MCR 2020</i>
<b>City Staff Recommendation</b>	SASP 450 <i>General Employment Area</i>	SASP 834 <i>Institutional</i>

17. The City rejected the submission in respect of 920 to 930 Progress Avenue because:

- 1) Need was not demonstrated for the conversion to meet the Provincial population forecast for Toronto or to address an incompatibility of *Employment Areas* permissions with existing adjacent land uses;
- 2) There was a lack of access to existing higher order transit;
- 3) There was a lack of walkable existing and planned community infrastructure, with most located outside a 1,000 meter radius of the lands and most requiring the crossing of major streets;
- 4) The outreach to local industry identified concerns regarding increased pressure from residential encroachment that would make it difficult to expand or upgrade as well as identifying potential impacts to goods movement in the area and potential increased local traffic; and,
- 5) A “straight” *Mixed Use Areas* would not provide the City with the opportunity to facilitate a limited amount of residential including an affordable housing component with desired cultural linkages to an existing place of worship. Nor would it still protect or preserve employment uses on site and those in the surrounding area.

18. It is noted that the City applied a similar planning rationale to 920 to 930 Progress Avenue that it applied to the subject property and 1256 Markham Road. That is, continued existence of the church on the property was the basis for considering the development and conversion, with the ongoing operation of the church and the community benefiting from the seniors housing accommodation on the property. The City Staff report stated:

“In staff’s opinion, the redesignation of 920 and 930 Progress Avenue to *Institutional Areas* with a SASP would provide an opportunity to facilitate this development while still protecting and preserving employment uses on site and those in the surrounding area. The redesignation would recognize the existing place of worship use and the SASP would permit a limited amount of

residential uses to support the community and assist with aging in place in close proximity to the place of worship. The SASP would also limit the types of residential uses permitted ...”.

19. The Bousfield Report considered four sites as comparable to 1250 Markham Road for determining the likely density on the subject property. The four locations are:

Table No. 2 Bousfield Report Comparable Properties					
No.	Address	Proposed Use	Height (Storeys)	Density (FSI)	Status
1	1221 Markham Road	Residential	20, 26 and 30	3.49	Approved
			20, 24 and 28	3.89	Proposed
2	1125-1137 Markham Road and 2141 Ellesmere Road	Residential	6, 19, 34, 36	6.7	Proposed
3	1-2 and 30-40 Meadowglen Place	Residential	3 (TH), 14, 16, 28, 28	5.69	Approved
4	1021-1035 Markham Road	Mixed Use Residential	34	9.29	Approved

20. None of the above properties are comparable for the following reasons:

- 1) None of these sites are existing employment lands, they are all residentially designated land that did not require an Official Plan Amendment / Conversion;
- 2) The development applications referenced are for increases in height and density (Zoning By-law Amendment) not a change in designation or use (Official Plan Amendment/ Conversion), and as a result not comparable;
- 3) None of the sites identified are close to or contiguous to an *Employment Area*, and none of the properties required an employment area Conversion to permit residential redevelopment;
- 4) All the sites are already within a *Mixed Use Area* designation which permits residential uses. None of them are required to go through the conversion process to permit residential uses like the subject site, and do not have to meet the conversion “tests” found in the PPS, Growth Plan and the City’s Official Plan.; and,
- 5) All of the sites are located in an area where the City explicitly and deliberately recognizes and encourages residential intensification. This area is the Markham-Ellesmere Revitalization Study Area (**MESRA**) which is a secondary plan approved by City Council and adopted by Official Plan Amendment No. 71 (**OPA 71**) and site and area-specific policy 322 (**SASP 322**).

**LETTER OF TRANSMITTAL & EXECUTIVE SUMMARY**

*Mr. A. Stephens – Miller Thomson LLP.*

*1250 Markham Road, City of Toronto.*



21. The use, height and density are not comparable to what is achievable on the subject property.

Respectfully submitted,

**gsi Real Estate & Planning Advisors Inc.**

A handwritten signature in blue ink that reads "Catherine Spears".



Catherine A. Spears, MCIP, RPP  
Registered Professional Planner



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## TERMS OF REFERENCE

In accordance with your request, gsi Real Estate and Planning Advisors Inc. (**gsi**) have prepared this planning consultancy report and formulated an expert opinion regarding the development potential of an improved property (place of worship), known municipally as 1250 Markham Road in the City of Toronto, legally described as Part of Lot 32, Registrar's Compiled Plan 10620 comprising all of PIN 06179-0140 (LT) (the **subject property**).

The purpose of this planning consultancy report is to assist an appraiser in valuing the subject property and the Court in a legal proceeding in the Ontario Superior Court of Justice regarding the transfer of the subject property (4.259-acres) from Trinity Ravine Communities Inc. (**TRC**) to Global Kingdom Ministries Church Inc. (**GKMC**) on April 16, 2021 (the **effective date**<sup>2</sup>).

At issue is the alleged TRC Transfer at Undervalue under Section 96 of the *Bankruptcy and Insolvency Act*. GKMC retained Altus Group to prepare an appraisal report (**Altus Report**) at the effective date. In response, Deloitte Restructuring Inc. retained Kroll Real Estate Advisor Services (**Kroll**) to prepare a Review Report and Comprehensive Narrative Appraisal report (the **Kroll Report**) commenting upon the appropriateness and reasonableness of the Altus Report and, to prepare an independent opinion on the market value of the subject property at the valuation date.

The fundamental disagreement between the Altus Report and the Kroll Report is their highest and best use conclusions. The Altus Report concluded that the highest and best use of the subject property "as if vacant" was for development of a commercial/ industrial/ employment use, similar to the existing subject property improvements. "As improved" the Altus Report concluded that the highest and best use was its continued use as a place of worship with the addition of a parking structure to accommodate the minimum parking requirements in the "as-of-right" zoning by-law.

The Kroll Report concluded that the highest and best use "as if vacant" was for residential/ mixed use development predicated on its redevelopment potential to support high density residential uses. The Kroll Report relies on a planning opinion letter prepared by Bousfields Inc. (**Bousfields**).

The purpose of this report is to provide an opinion as to the development potential of the subject property, at the effective date of April 16, 2021.

In rendering our opinion, we have been asked to examine a Planning Opinion Letter and Massing Analysis prepared by Bousfields (collectively referred to as the **Bousfield Report**) dated August 24, 2023 identifying a potential density or Floor Space Index (**FSI**) of 4.84 (**Option 3**) should the subject property be redeveloped for a residential/ mixed-use development consisting of three tall

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<sup>2</sup> gsi is aware that the agreement to transfer the subject property is dated September 30, 2020. Whether the effective date is April 16, 2021 or an alternative date is established, it would not impact the conclusions set out in this report, with the possible exception of the timing to submit a conversion request by the City's deadline.



residential buildings with heights up to 33 storeys, together with a 4-storey podium including ground floor retail and service commercial and office/ institutional uses on the upper floors.

## **SCOPE OF WORK UNDERTAKEN**

gsi are experts in land use planning and real estate with extensive experience in determining the development potential of urban land, including mixed-use residential development, and in preparing development potential reports that form the basis for determining the highest and best use of a property.

Our approach to this assignment was a two-stage process. In Stage 1 we:

- Completed a review of the expert report(s) and materials as provided by Miller Thomson LLP;
- Attended at the site and conducted a windshield survey of the surrounding neighbourhood;
- Examined the subject property and adjacent properties, including undertaking a title search to determine if there were any development restrictions that could impact the redevelopment of the subject property;
- Conducted our own independent review of the underlying planning policy context at the effective date, including: the *Planning Act*, R.S.O. 1990, c. P.13 (the **Planning Act**); the Provincial Policy Statement 2020 (the **PPS 2020**); the Growth Plan for the Greater Golden Horseshoe Plan (2019), Amendment 1 2020 (the **Growth Plan 2020**) and the City of Toronto Official Plan (Office Consolidation February 28, 2019).
- Examined the existing regulatory framework including By-law 865-2019(LPAT) being a zoning by-law to amend the former City of Scarborough Employment Districts Zoning By-law No. 24982 (**ZBL 24982**), as amended, and the City of Toronto Zoning By-law No. 569-2013, as amended (**ZBL 569-2013**).
- Reviewed the development history from 2005 to 2020 for 1250 Markham Road, including the site plan approvals obtained for the existing place of worship, the 2011 MCR employment conversion request process (OPA 231 and SASP 450), and more recent requests for a Minor Variance and an application to Open Toronto for incentives in support of affordable housing;
- Research was conducted into the development activity surrounding the subject property within a 500-meter radius. In this context we reviewed the neighbourhood development applications identified on Table 1 (page 5) of the Bousfield Report;

- Completed an assessment of the key planning and development considerations and appropriateness and reasonableness of the analysis contained in the Bousfields Report with emphasis on development Option 3 and the report conclusions;
- As a check in relation to our analysis and conclusions, we reviewed the background reports related to employment conversion requests submitted as part of the MCR 2020 process ending August 03, 2021, including a review of submissions to the City and Staff responses to those submissions with particular interest in identifying any properties located in Scarborough; and,
- Considered the time frames for submission of an employment conversion request, associated official plan and zoning and other variables influencing timing of approvals for multi-unit residential development.

In Stage 2, we relied upon the research and analysis completed in Stage 1 to inform an independent and objective opinion of the development potential and timing of development of the subject property and formulated our planning report.

All available and relevant documents, productions and exhibits were reviewed, as provided by Miller Thomson LLP, as well as on-line productions and mapping from various sources including the City of Toronto web site and development portal, UrbanToronto, Google Earth Pro and Google Maps, GeoWarehouse, Teranet and MPAC.

All comments, opinions, and conclusions are discussed in this planning consultancy report to the extent necessary to support our land use planning and development conclusions. The accompanying planning consultancy report of 111 pages contains the results of our analysis and expert opinion.

## **EFFECTIVE DATE**

The effective date of this planning consultancy report is April 16, 2021, being the date of the “TRANSFER” (Instrument AT5708631) of the subject property from TRC to GKMC as shown on Parcel Register 06179-0140 (LT) (**PIN 0140**) and PIN 06179-0141 (LT) (**PIN 0141**).

## **LEGAL DESCRIPTION**

The subject property is legally described as Part of Lot 32 on Registrar’s Compiled Plan 10620, together with several easements in the City of Toronto. Below is a copy of the Parcel Identifier Number (**PIN**) 06179-0140 (LT) (**PIN 0140**).

**LAND**  
REGISTRY  
OFFICE #66

FARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

06179-0140 (12)

PAGE 1 OF 3  
PREPARED FOR HWLly01  
ON 2023/11/20 AT 14:25:32

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

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**PROPERTY DESCRIPTION:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325, (FORMERLY CITY OF SCARBOROUGH); TOGETHER WITH AN EASEMENT OVER PT 12 32 RCP 10620, PT 1, 66R22905 AS IN AT1384473; SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631; CITY OF TORONTO

**PROPERTY REMARKS:** PLANNING ACT CONSENT IN DOCUMENT AT5708631.

**ESTATE/QUALIFIER:** RECENTLY

**FEE SIMPLE** **LT CONVERSION QUALIFIED**

**OWNERS' NAMES** **CAPACITY** **SHARE**

GLOBAL KINGDOM MINISTRIES CHURCH INC.

**FIN CREATION DATE:** 2021/06/03

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/06/03 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO</p> <p>SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>CONVENTION.</p> <p>ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2000/06/26 **</p>						
AT2010746	2009/02/11	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2279804	2010/01/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
AT2485789	2010/08/25	NOTICE	\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	C
REMARKS: RE, AT2010746						
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
REMARKS: AT2279804						
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO		C

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REMARKS: AT2279804 TO AT4950467						
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		C
AT4993259	2018/10/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWENAKO MORTGAGE HOLDING CORPORATION	
AT4993260	2018/10/29	NO ASSIGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWENAKO MORTGAGE HOLDING CORPORATION	
REMARKS: AT4993259						
AT5056728	2019/01/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWENAKO MORTGAGE HOLDING CORPORATION	OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REMARKS: AT4993259, AT4993259						
AT5069400	2019/02/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REMARKS: AT4993259						
66R31325	2020/06/04	PLAN REFERENCE				C
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REMARKS: AT4993259, AT4993259 & AT5069400						
AT5682976	2021/03/22	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWENAKO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REMARKS: AT5633723, DELETED ON 2021/03/29 BY JAYDEN K.						

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PAGE 3 OF 3

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\* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHGO
AT5708631	2021/04/16	TRANSFER		TRINITY SAVINE COMMUNITY INC.	GLOBAL KINGDOM MINISTRIES CHURCH INC.	C
AT5708655	2021/04/16	NO ASSIGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES CHURCH INC.	OWENANCO MORTGAGE HOLDING CORPORATION	
		REMARKS: AT5682976 PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN S4R13325				
AT5770136	2021/06/16	CHARGE		*** COMPLETELY DELETED *** GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY SAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
AT5770137	2021/06/16	NO ASSIGN RENT GEN		*** COMPLETELY DELETED *** GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY SAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
		REMARKS: AT5770136.				
AT5838551	2021/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** OWENANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY		
		REMARKS: AT4990259.				
AT5840901	2021/08/26	CHARGE	\$7,400,000	GLOBAL KINGDOM MINISTRIES CHURCH INC.	THE PENSION FUND (1969) OF THE PENTECOSTAL ASSEMBLIES OF CANADA THE PENTECOSTAL ASSEMBLIES OF CANADA PENTECOSTAL FINANCIAL SERVICES GROUP INC.	C
AT5840902	2021/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIMESTONE CAPITAL INC.		
		REMARKS: AT5770136.				
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT227404.				

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## OWNERSHIP

At the effective date, the subject property was owned by Global Kingdom Ministries Church Inc. (**GKMC**). The transfer is shown on the above Parcel Register as Instrument No. AT570861. At the effective date the subject property was not listed for sale.

## LOCATION OF SUBJECT PROPERTY

The subject property is located in the former municipality of Scarborough. The subject property is approximately 850-meters (2,789 feet) or a 2 minute drive south of Highway 401 on Markham Road. The subject property is located on the west side of Markham Road approximately 250-meters<sup>3</sup> (820 feet) or a 3 minute walk south of the intersection of Progress Avenue and Markham Road and approximately 275-meters (900 feet) north of Ellesmere Road, in the City of Toronto.

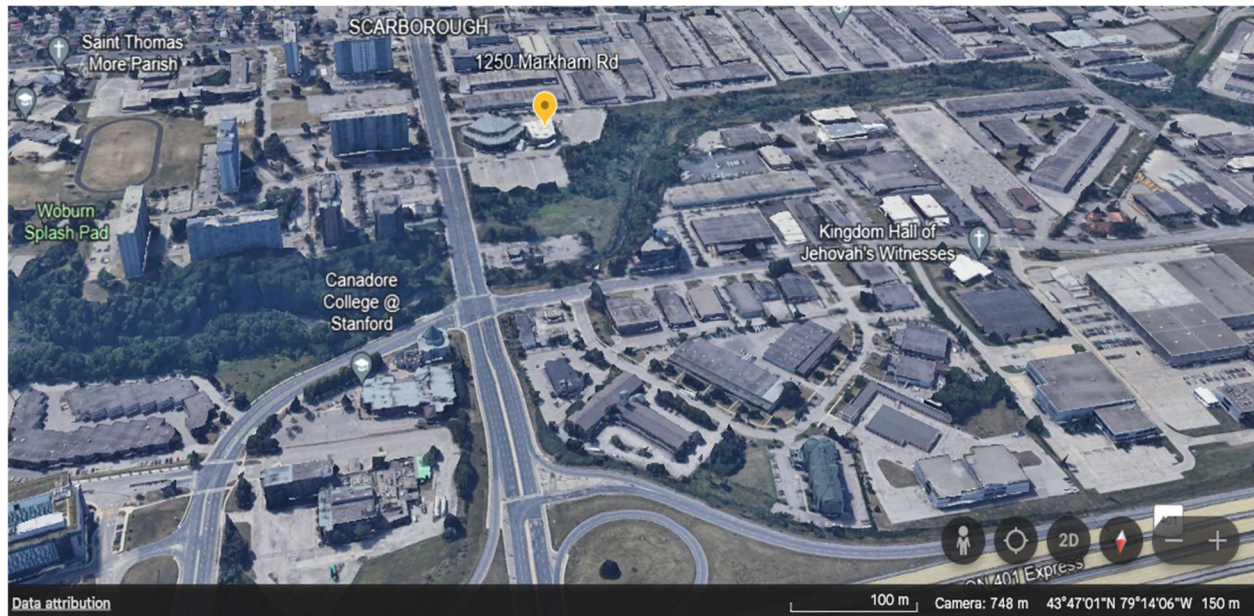
The subject property is shown on **Figure No. 1** below .

<sup>3</sup>Measured by gsi using Google Map 2023.



### **Figure No. 1 Subject Property – Location**

Source: Google Earth Pro 2023, edited by gsi.



### **Woburn Neighbourhood #137**

The subject property is located in the former municipality of Scarborough neighbourhood known as Woburn #137 as shown on **Figure No. 2** below. The subject property is marked with a **red** pin.

### **Figure No. 2 Woburn Neighbourhood (#137)**

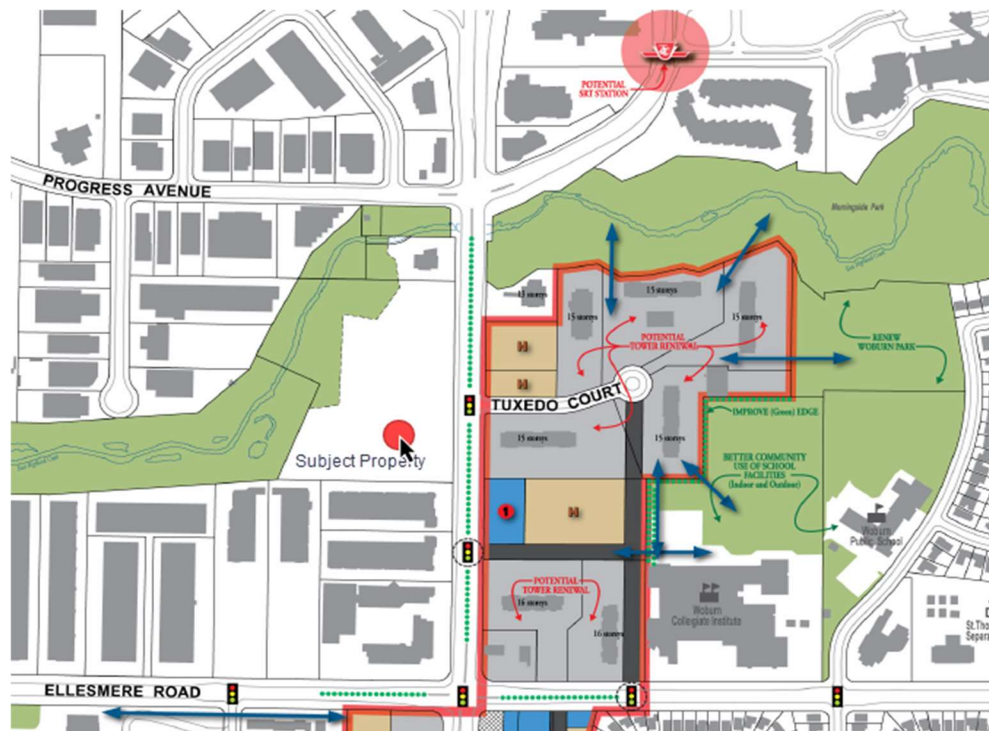


The Woburn neighbourhood can be characterized as a predominantly residential neighbourhood south of Ellesmere Road and east of Dormington Road north of Ellesmere Road. Woburn was originally developed in the 1950's and 1960's as a suburban neighbourhood characterized by a mix of bungalows and single family back split housing with some slab-style apartment buildings located on the east side of Markham Road north of the Hydro Corridor.

On August 06, 2009 Scarborough Community Council adopted Official Plan Amendment 71 (**OPA 71** and By-law No. 714-2009) comprising the Markham-Ellesmere Revitalization Study Area (**MERSA**) and related Urban Design Guidelines and a Conceptual Master Concept Plan for the area east of Markham Road south of Progress Avenue and on either side of Markham Road south of Ellesmere Road to the Hydro Corridor. In addition, City Council adopted a Site and Area Specific Policy 322 (**SASP 322**) for future development of the MERSA.

SASP 322 establishes a planning framework to guide the revitalization of the MERSA study area and individual development applications which includes new road connections, apartment building renewal, improved pedestrian connections for existing parks and the creation of new parks and enhanced community services and facilities. The existing mixed-use and apartment residential development on the east side of Markham Road has generally been developed in accordance with the Conceptual Master Concept Plan which continues to be applied to new development applications at the effective date including 1221 Markham Road and 1125 to 1137 Markham Road and 2141 Ellesmere Road. The MERSA Conceptual Master Concept Plan (north of Ellesmere Road) is shown below as **Figure No. 3**.

**Figure No. 3 MERSA Master Concept Plan (North)**



Notably, the subject property (shown as a **red** dot/ arrow) and was excluded from the Master Concept Plan and Study Area.

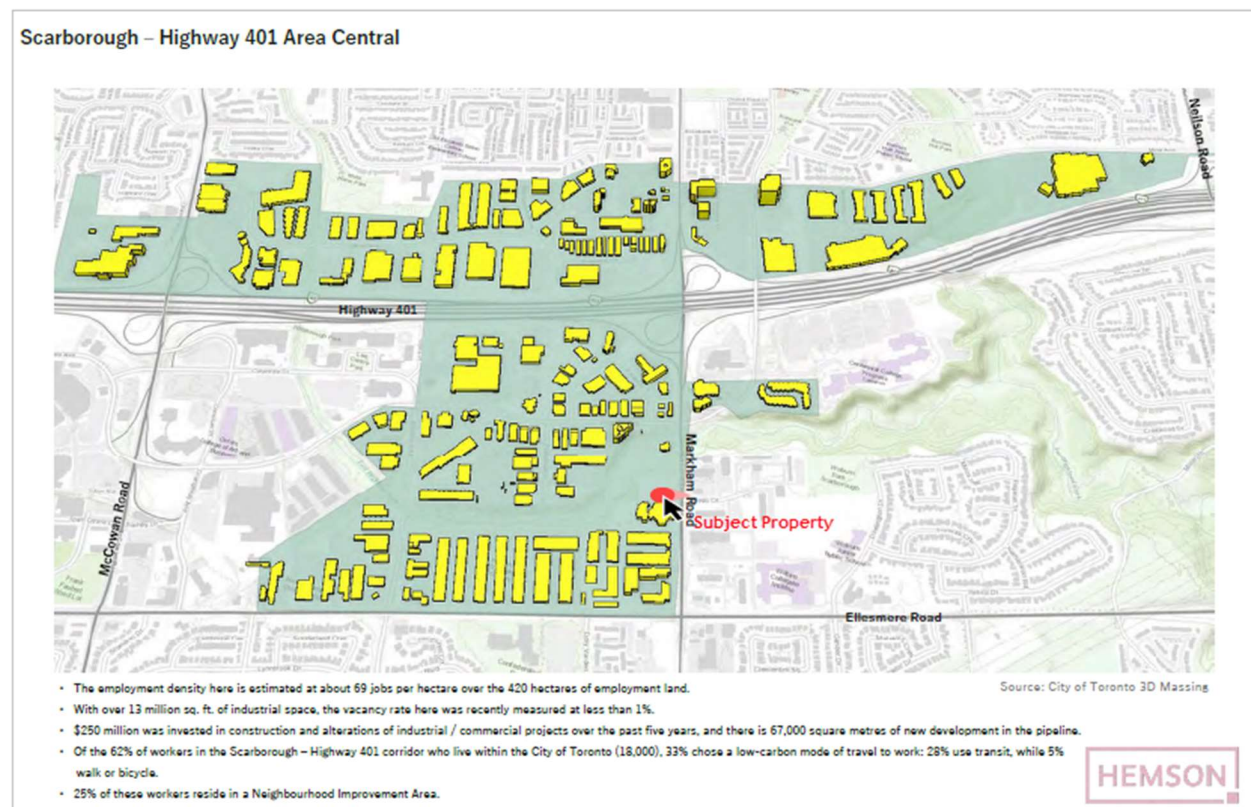


## Scarborough - Highway 401 Area Central Employment Area

In contrast to the mixed-use and residential areas located east of Markham Road south of Progress Avenue and the existing institutional area (Centennial College - Progress Campus, Canadore College/ Stanford College) north of Progress Avenue on the east side of Markham Road, the area west of Markham Road north of Ellesmere Road is predominantly light industrial and general employment uses (manufacturing, warehousing and distribution and office) and service commercial uses which serve the businesses within the area formerly known as the *Progress Employment District* now known as the *Scarborough-Highway 401 Area Central Employment Area* shown on **Figure No. 4** below.

**Figure No. 4 Scarborough-Highway 401 Area Central**

Source: City of Toronto 2022, edited by gsi.



The subject property is located within the *Scarborough-Highway 401 Central Employment Area* as shown by the **red** dot and black arrow. Markham Road is major road (six-lane cross section or right-of-way) and an important arterial for the movement of goods from the employment area to Highway 401.

The Scarborough Town Centre is located approximately 2.7 kilometers (1.68-miles) to the west of the subject property (via Progress Avenue).

## SURROUNDING LAND USES

The lands surrounding the subject property are described below:

**North** – To the immediate north of the subject property is 1256 Markham Road which comprises the former surface parking lot belonging to the GKMC church. Further north, on the west side of Markham Road adjacent to 1256 Markham Road are lands forming part of the East Highland Creek (East Branch) valley land; five (5) acres of which were conveyed by the church to the TRCA. Further north is a McDonalds restaurant and drive-thru (1280 Markham Road) located just south of Progress Avenue.

**South** – To the immediate south of the subject property are two single-storey industrial multi-unit buildings (1210 and 1220 Markham Road – Westbourne Electric and Japanese Auto Parts). The balance of the properties south to Ellesmere Road are industrial low-rise buildings – comprising a range of light industrial uses and office. Further south of Ellesmere Road is a mix of commercial and mixed-use residential uses.

**East** – To the immediate east of the subject property south of Progress Avenue, from north to south are: a 13-storey apartment building (1275 Markham Road), the Panchvati Supermarket (1255 Markham Road) and a Tim Hortons (60 Tuxedo Court). South of Tuxedo Court is a 15 storey apartment building (10 Tuxedo Court), a single storey commercial plaza (1221 Ellesmere Road) and a 16-storey apartment building (2180 Ellesmere Road). A Shell Station is located at the corner of Markham Road and Ellesmere Road (1201 Ellesmere Road).

**West** - To the immediate west of the subject property is East Highland Creek (East Branch) valley lands. Further west is the balance of the *Scarborough-Highway 401 Employment Area*.

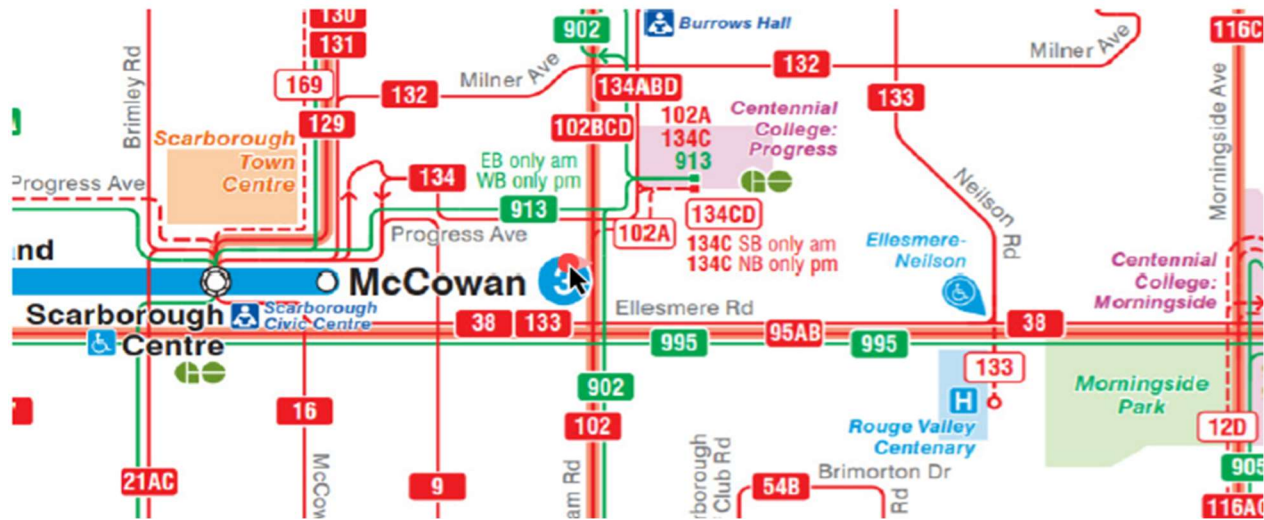
## ROAD AND TRANSIT NETWORK

As described below, although there is sufficient surface transit (buses) in the immediate area, there is no higher-order transit in the area such as bus rapid transit (**BRT**), light rapid transit (**LRT**), subway or Go transit stations.

From a surface transit perspective, Markham Road, Progress Avenue, Ellesmere Road and Lawrence Avenue East are all considered local surface transit lines and identified as *Major Roads* on Map 3 of the Toronto Official Plan.

**Figure No. 5** on the following page is a copy of the existing TTC service illustrating the existing bus routes within the vicinity of the subject property (marked with a **red** dot and black arrow) (Source: TTC – March 2021).

**Figure No. 5 Existing TTC – Bus Routes Markham Road**



### **Metrolinx Durham- Scarborough Bus Rapid Transit (DSBRT)**

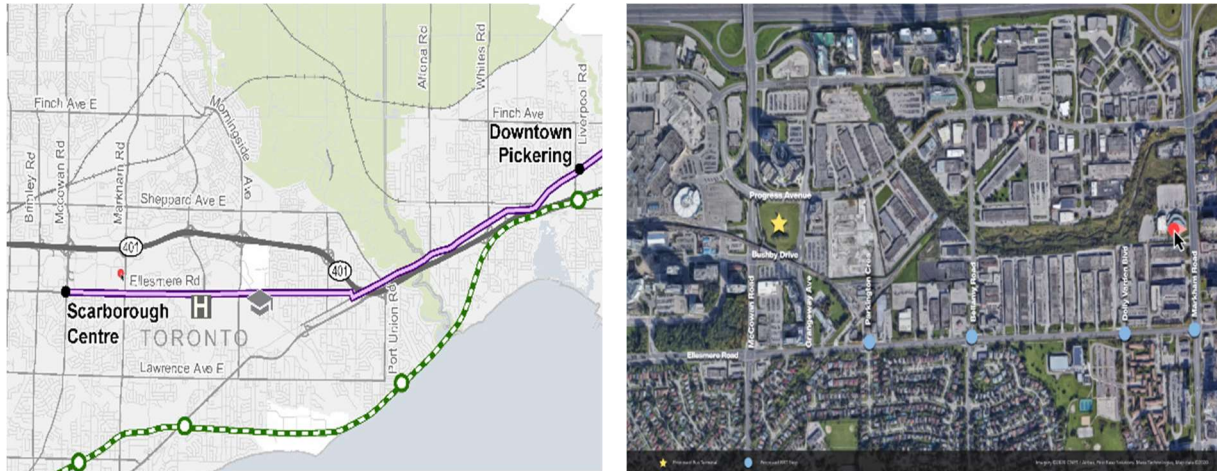
The Metrolinx 2041 Regional Transportation Plan (RTP) for the GTHA, approved in March 2018 identified the Durham-Scarborough Bus Rapid Transit (DSBRT) corridor as a priority project. The project proposes 36 kilometers of dedicated transit infrastructure connecting Scarborough to Oshawa. The project proposes to ensure frequent 15-minute or better service, all day, seven days a week.

The Scarborough portion of the DSBRT is proposed to begin at McCowan Road (shown as a yellow star) and travel along Ellesmere Road with stops at major north south streets including Markham Road. The subject property is shown as a red dot and black arrow and is located approximately 275-meters north of the proposed BRT stop located at the intersection of Markham Road and Ellesmere Road (shown as a blue dot).

At the effective date the project was in the final review stages (EPR). The project is a long term initiative without a firm projected completion date.



**Figure No. 6 Durham-Scarborough Bus Rapid Transit (BRT)**



## THE SUBJECT PROPERTY

At the effective date, the subject building was occupied by Global Kingdom Ministries Church Inc., a member church of the Pentecostal Assemblies of Canada, which has a fellowship of over 1,100 Canadian churches.

The subject property was improved with a two-storey, 80,906<sup>4</sup> square foot (7,516.41 m<sup>2</sup>) place of worship constructed in 2008 with additions built in 2011 and includes an associated paved parking lot with approximately 170 spaces<sup>5</sup> located on the west side of the site.

### Photograph (Street View) of the Subject Property

Source: Google Earth Pro Street View 2023.



<sup>4</sup> MPAC Commercial/ Industrial Report 2023.

<sup>5</sup> Off-site parking is secured on an adjacent property.

According to a Municipal Property Assessment Corporation (**MPAC**) property report, the total above ground floor area comprised an area of 52,790 ft.<sup>2</sup> (4,904.35 m<sup>2</sup>) and the second floor comprised an area of 26,116 ft.<sup>2</sup> (2,426.26 m<sup>2</sup>), for a total floor area of 80,906 ft.<sup>2</sup> (7,516.41 m<sup>2</sup>).

### **Photograph (Street View) of the Subject Property**

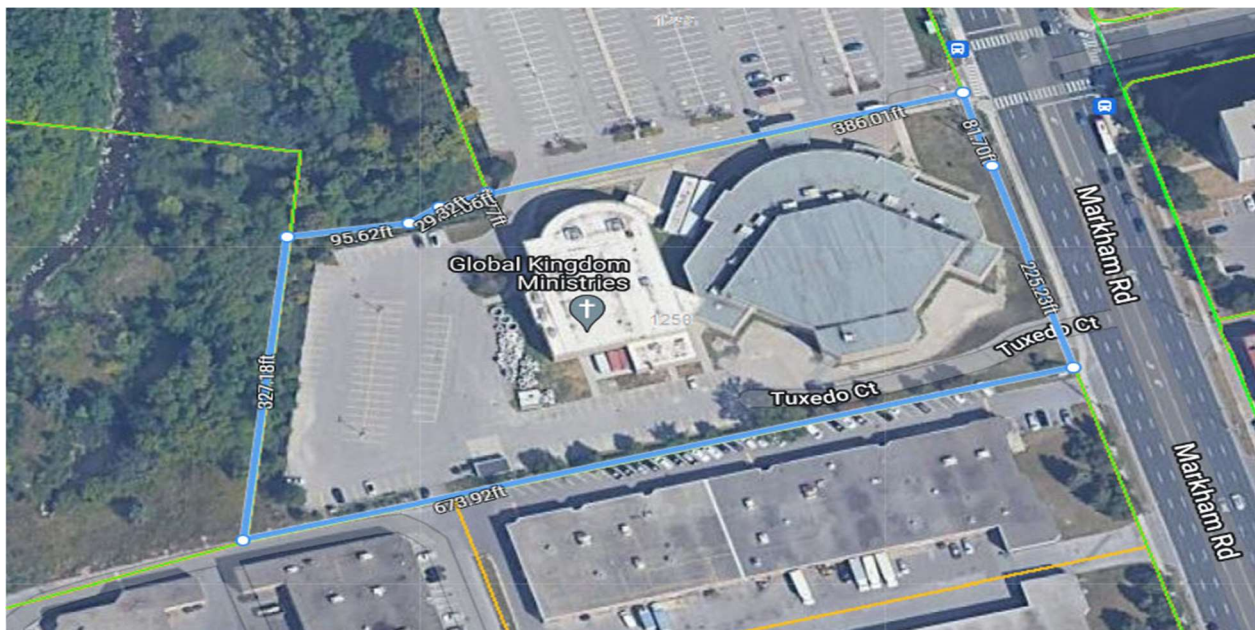
Source: Google Earth Pro Street View 2023.



The subject property has legal access to Markham Road via two driveways: a south driveway allows for full access moves to Markham Road and a north driveway is shared on title with the adjacent property at 1256 Markham Road.

**Figure No. 7** below shows the boundaries of the subject property outlined in **blue**.

**Figure No. 7 Subject Property (GeoWarehouse, edited by gsi)**





The subject property is irregular in shape and according to GeoWarehouse has approximately 306.93 feet (93.55 meters) of frontage along Markham Road (36.0 m ROW) and a depth of between 510.95 feet (155.74 meters) along the north property line and 673.92 feet (205.41 meters) along the south property line. The rear property line is approximately 327.18 feet (99.72 meters) adjacent to the East Highland Creek watershed, which is regulated by the Toronto Region Conservation Authority (**TRCA**) and whose regulatory limit extends into the existing parking lot by approximately 7-meters subject to confirmation by TRCA and a qualified Ontario Land Surveyor (**OLS**). The subject property comprises an overall area of approximately 4.259 acres (1.72 hectares) or 185,526.24 ft.<sup>2</sup> (17,236 m<sup>2</sup>).

## THE ADJACENT PROPERTY - 1256 MARKHAM ROAD

The adjacent property (1256 Markham Road) to the north was originally part of a larger 6.7 acre (2.711 hectares) land holding owned by Global Kingdom Ministries Inc. (**GKM**). 1256 Markham Road was created by land division on September 20, 2020 primarily for financing purposes.

The subject property comprised the existing place of worship church and west parking lot. The adjacent property comprised the existing surface parking lot to the north (2.41-acres). GKM applied for a name change on April 15, 2021 (AT5705956) to TRC. The subject property was transferred on April 16, 2021 (the effective date) by TRC to a newly formed church entity GKMC.

The adjacent property is legally described as being all of PIN 06179-0141 (LT) (**PIN 0141**) shown outlined in **blue** below on **Figure No. 8**.

**Figure No. 8 1256 Markham Road (GeoWarehouse, edited by gsi)**





At the effective date, the TRT project site comprised a vacant surface parking lot formerly associated with the church.

### **Photograph (Street View) of 1256 Markham Road**

Source: Google Map April 2021 Street View.



## **MUNICIPAL SERVICES**

At the effective date, the subject property was serviceable, with municipal services (water and sanitary sewers) available to the subject property. Water and wastewater servicing are the responsibility of the City of Toronto. Utility services were available to the subject property including hydro electricity, natural gas and telecommunication services (telephone, internet and cable).

## **DEVELOPMENT HISTORY – 1250 Markham Road**

1250 Markham Road has a lengthy history of municipal planning applications going back as far as 2005 respecting the development of the larger 6.7-acre site (PIN 0128) to construct a place of worship and subsequent additions (2011) for a recreational facility with a large gymnasium and community access rooms. The City supported and approved site plan applications for the place of worship and the recreational and community facilities on July 4, 2007 (File No. 05 179341 ESC 38 SA) and August 07, 2012 (File No. 10 109204 ESC 38 SA).

In 2011 the City of Toronto initiated its five-year review of the 2006 Toronto OP. The *municipal comprehensive review (MCR 2011)* included a review of the *Employment Areas*. As part of the MCR 2011 GKM requested that the property at 1250 Markham Road (PIN 0128) be redesignated from an *Employment Area* to a *Mixed Use Area*. After discussions with the local City Councillor, who was supportive of a redesignation of the subject property, GKM submitted a letter dated November 20, 2013 requesting permission to build a “life-lease” senior’s residential complex that would, in part, be “faith-based” and would focus on the church congregation and the local community.

A copy of GKM's letter and a letter of support from the local councillor is attached as **Appendix 1** to this report.

City Staff supported the conversion request to build a senior's residential complex on the north Parcel A (1256 Markham Road) while maintaining the place of worship on the southerly Parcel B (1250 Markham Road). Staff also proposed a new Site and Area Specific Policy 450 (SASP 450) be added to Chapter 7 of the Toronto Official Plan to permit only a senior's building on the existing church north parking lot and a place of worship and parking structure and/ or employment uses compatible with the adjacent residential uses.

On December 18, 2013 City Council adopted OPA 231 including a recommendation for conversion by redesignating the north half of the property to *Mixed Use Areas* and adding SASP 450. The southern parcel (the subject property) was retained as *Employment Areas* and designated *General Employment Areas*. That is, the request to convert the whole property to *Mixed Use Areas* was denied. In 2015 the OMB issued an order partially approving OPA 231 including 1250 Markham Road and SASP 450.

It is important to recognize that City Council granted an "exception" through a site and area specific policy, to retain the place of worship, notwithstanding the MCR process. OPA 231 affirmed the City's position that places of worship (and other sensitive uses) were not permitted in City-wide *Employment Areas*. Thus, this was a "unique" approach by the City to "split-designate" the property approving a conversion and redesignation for the north Parcel A, but refusing the conversion and redesignation on the south Parcel B; but then including both parcels in the SASP. This was a "unique" approach and is telling, and demonstrates the thinking of City Council at the time – which was to ensure the south parcel remained a place of worship and continued to act as a buffer between the employment uses to the south and established a linkage to the senior's residential uses to the north.

On August 11, 2015, GKM filed a zoning by-law amendment and site plan application to permit a "life-lease" senior's residential development on the north portion of the property (1256 Markham Road) and an expanded place of worship and a multi-level parking structure on the south portion (1250 Markham Road) to replace the north surface parking lot.

On December 1, 2017, GKM appealed both the rezoning and the site plan application to the OMB due to the City's failure to make a decision.

The project was described by City Staff as "*Life-lease*" affordable housing, a relatively new hybrid type of housing in Ontario that is typically developed and operated by non-profit or charitable organizations which in this case was GKM. An excerpt from the April 26, 2018 Staff Report describes the project:

"Life-lease projects are intended primarily to provide affordable housing opportunities for older adults (typically 55 years+) who remain capable of independent living. The "life-lease" alternative falls between traditional options of home ownership versus rental, and independent living versus residing in a retirement home or long term care facility offering higher levels of personal care. The

applicant advises that approximately 140 “life-lease” developments have already been established in Ontario.

Specific business models for “life lease developments vary widely depending on the sponsor group, but in general terms the “life-lease’ buyer meeting sponsor criteria (which typically includes minimum age requirements) does not actually purchase or own the unit (which continues to be owned by the sponsor) but rather holds an “interest’ in that unit through an initial lump sum payment plus monthly maintenance fees and ongoing property taxes. The “life-style lease gives the buyer the right to occupy the unit, usually for life. Should the buyer pass away, their inheritors can inherit the “life-lease” interest and may benefit from its sale, but they cannot occupy the unit unless they too apply and meet the sponsor’s criteria.”

The “*Life-lease*” was presented as a residential tenure catered to seniors in the local community that offered the benefits of social and recreational programs, personal care and meal services as may be offered by the operator on-site, a sense of community with other seniors often having similar religious or national backgrounds and enhanced affordability without conventional mortgages and exception from land transfer taxes.

The proposal was seen as a highly desirable form of alternative affordable housing for seniors and a limited amount of residential to support the community and assist in aging in place in close proximity to the place of worship. In Staff’s opinion, SASP 450 would limit the type of residential uses (tenure, floor plate/ coverage, parking and on-site facilities for seniors), provide closer cultural linkages between the existing place of worship and the community, and provide some monetary benefits to the local community. The existing place of worship located on Parcel B would be compatible with the proposed limited residential uses and any other “sensitive” land uses on Parcel A, including residential permissions, and provide adequate separation and buffering to mitigate any impacts, be compatible with, and not impede the continuation of and expansion of the nearby employment uses to the south.

On May 22, 2018 City Council directed City Staff to attend the OMB (renamed the Local Planning Appeal Tribunal or **LPAT**) in support of a settlement. On September 27, 2018 the LPAT issued a written decision approving the Zoning By-law 865-2019(LPAT) for the north parcel to CR (Commercial-Residential) to permit two towers 29 and 31 storeys comprising 565 units connected by a 4-storey podium with a total gross floor area of 47,000 square meters including 552 square meters of non-residential uses. Zoning By-law 865-2019(LPAT) also zoned the southerly portion to permit a maximum gross floor area (**GFA**) of 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>) for a place of worship and a 5-level parking garage.

The LPAT’s Decision to approve a zoning amendment and site plan application for 1250 Markham Road identified the application as a senior’s housing project consistent with the PPS and in conformity with the Growth Plan:

“The development would cater to seniors through the use of “life-lease” tenures and amenities tailored to older adults. ... [12] By providing housing specifically geared toward seniors at this location, the development upholds PPS and Growth Plan housing policies, particularly those that promote a range of housing choice across the City.”

The LPAT Decision also found that the seniors housing proposal conformed to the Toronto Official Plan and the SASP 450 as follows:

“In particular,

- a. The draft By-law includes provisions to support the residential buildings on the north part of the site being for senior citizens including: parking standards (a minimum 0.4 spaces per dwelling for resident parking and a minimum 0.2 spaces for visitor parking) that are appropriate for older adults; cash contributions under s. 37 of the Act for capital upgrades to Highland Creek and local libraries and other facilities frequented by older adults; and restrictions on land uses to promote services and facilities for seniors, including wellness and fitness programs, seniors daycare, recreational facilities and programming, counselling and training services, worship areas, and social and cultural programs.”

On May 24, 2018 the City also adopted OPA 409 which deleted a segment of the Bushby Drive Extension between Bellamy Road North and Markham Road. OPA 409 also deleted paragraph e) of SASP 450 which had formerly required that all new development on the 6.7-acre larger 1250 Markham Road property “to protect for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road”. This would have required a land dedication to create a public road resulting in a physical separation between the north parcel (1256 Markham Road) and south parcel (1250 Markham Road).

In August 2020, GKM submitted a Minor Variance application to permit a 40 unit increase (84,216 ft.<sup>2</sup> GFA), which would allow for 605 total residential units and an additional 2,000 m<sup>2</sup> of GFA. GKM also submitted a business case for Open Door TO incentives for 303 affordable units to assist in providing affordable housing options for low-moderate income seniors. City Staff approved the incentives request as part of the City’s Housing TO 2020-2023 Action Plan to increase affordable, accessible housing for seniors. On August 28, 2020 City Staff recommended that City Council approve Open Doors TO incentives and exemptions for GKM to build 303 affordable housing units, estimated at \$8,807,560.

For all intent and purpose, 1250 Markham Road has historically been dealt with by the City and the former OMB/ LPAT as one comprehensive development site, notwithstanding having been severed into two parcels and assigned separate addresses. Given the history of the City’s approvals for the property, a development application to Convert the south parcel by removing 4.59-acres of existing employment land, and replacing the existing place of worship with high density residential uses, would not be consistent with how the City has approached development of these lands to-date, and would not be supported by Staff and City Council.

## PLANNING POLICY AND REGULATORY FRAMEWORK

### General Overview

The following is a review of the planning policy context including: the *Planning Act*, the Provincial Policy Statements 2020 (**PPS 2020**), the Growth Plan for the Greater Golden Horseshoe (2019), Amendment 1 (2020) (the **Growth Plan 2020**), and the City of Toronto Official Plan (February 2019 Office Consolidation). We have also examined the existing regulatory framework which includes the former City of Scarborough Employment Zoning By-law No. 24982 (**ZBL 24982**), as amended by Zoning By-law 865-2019(LPAT) and the City of Toronto Zoning By-law 569-2013 (**ZBL 569-2023**), at the effective date.

The purpose of this review is to understand the planning policy and regulatory context in which the subject property is located and how that policy and regulatory context affects the development potential of the subject property at the effective date. The planning policy and regulatory framework is fundamental to determining the development potential of the subject property.

### Planning Act, R.S.O. 1990, Chapter P.13

The *Planning Act*, R.S.O. 1990, c. P.13, (the **Planning Act**) establishes the legal framework for Ontario's policy-led planning system and provides policy direction and guidance to municipalities in Ontario for land use planning matters and land development. The *Planning Act* also outlines the decision-making process and the development approvals process, and provides a framework for single-tier, lower-tier and upper-tier municipalities.

Section 3 (5) of the *Planning Act*, identifies the PPS as a policy document affecting all land use planning decisions in Ontario.

#### Policy statements and provincial plans

(5) A decision of the council of a municipality, a local board, a planning board, a minister of the Crown and a ministry, board, commission or agency of the government, including the Tribunal, in respect of the exercise of any authority that affects a planning matter,

(a) subject to a regulation made under subsection (6.1), shall be consistent with the policy statements issued under subsection (1) that are in effect on the date of the decision; and

(b) shall conform with the provincial plans that are in effect on that date, or shall not conflict with them, as the case may be. 2006, c. 23, s. 5; 2017, c. 23, Sched. 5, s. 80; 2023, c. 10, Sched. 6, s. 2 (1).

Section 3 (6) and (7) require all planning matters to be consistent with the PPS and in conformity with the Growth Plan, and except for subsection (5) and (6) nothing in Section 3 shall affect or restrict the Minister's duties.



Section 1(1) of the *Planning Act*, identifies areas of employment as an area of land designated in an official plan for clusters of business and economic uses including, without limitation, the following:

- Manufacturing uses;
- Warehousing uses
- Office uses
- Associated retail uses; and
- Facilities that are ancillary to the above-mentioned uses.

The inclusion of employment areas in the *Planning Act* has had significant implications for employment lands, particularly with respect to the removal or conversion of land from employment areas to other non-employment uses. The *Planning Act* reflects and reinforces the overall policy objective of protecting employment land from conversion to other uses. Section 22(7.3) states that a decision to refuse the removal of land from areas of employment cannot be appealed to the Ontario Land Tribunal (OLT) formerly known as the OMB and the LPAT.

Section 26(1) of the *Planning Act* requires municipalities to update their official plans to conform with provincial plans or not conflict with them having regard to matters of provincial interest set out in section 2. Section 2(k) identifies as a matter of provincial interest “the adequate provision of employment lands”.

## **Provincially Significant Employment Zones – PSEZ**

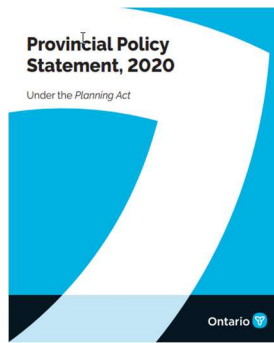
The subject property is not identified on the MMAH interactive mapping identifying properties located with a *provincially significant employment zone* or **PSEZ** in the Greater Golden Horseshoe (GGH).

Although the subject property is not protected by the province as a PSEZ, this does not mean that that the *Scarborough - Highway 401 Employment Area* in which the subject property is located is “insignificant” or “unimportant” employment land to the City of Toronto. Provincial determination of what is significant provincially is not a determinant of what is deemed significant municipally. In the context of this report, whether or not the subject property is designated a PSEZ is irrelevant.

## **Provincial Policy Statement 2020**

The Provincial Policy Statement 2020 (**PPS 2020**) came into effect on May 01, 2020, and was an important part of the *Province’s More Homes, More Choice: Ontario’s Housing Supply Action Plan*, which, came into effect on May 20, 2020, and replaced the PPS 2014.





At the effective date, the PPS 2020 also worked with other changes to the *Planning Act* through the *More Homes, More Choices Act, 2019* and *A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2019)*, Amendment 1 (2020) (**Growth Plan 2020**).

In accordance with Section 3 (5) of the *Planning Act*, all land use planning decisions are required to be consistent with the PPS. The policies of the PPS represent minimum standards

The Part 1 Preamble of the PPS 2020 states:

“The Provincial Policy Statement provides policy direction on matters of provincial interest related to land use planning and development. As a key part of Ontario’s policy-led planning system, the Provincial Policy Statement sets the policy foundation for regulating the development and use of land. It also supports the provincial goal to enhance the quality of life for all citizens of Ontario. ...

Municipal official plans are the most important vehicle for implementation of this Provincial Policy Statement and for achieving comprehensive, integrated, and long-term planning. Official plans shall identify provincial interest and set out appropriate land use designations and policies.

... Official plans shall provide clear, reasonable, and attainable policies to protect provincial interests and direct development to suitable areas. To protect provincial interests, planning authorities shall keep their official plans up to date with this Provincial Policy Statement.

Land use planning is only one of the tools for implementing provincial interest. A wide range of legislation, regulations, policies, and programs may apply to decisions with respect to Planning Act applications and affect planning matters and assist in implementing these interests.”

The PPS 2020 focuses growth and development within urban and rural settlement areas. It recognizes that land use changes and redevelopment must be carefully managed, result in efficient development patterns which optimize the use of land, infrastructure and transportation while protecting natural features and cultural heritage.

Part IV Vision for Ontario’s Land Use Planning System states:

“The Provincial Policy Statement focuses growth and development within urban and rural settlement areas while supporting the viability of rural areas. It recognizes that the wise management of land use change may involve directing, promoting or sustaining development. Land use must be carefully managed to accommodate appropriate development to meet the full range of current and future needs, while achieving efficient development patterns and avoiding significant or sensitive resources and areas which may

pose a risk to public health and safety. Planning authorities are encouraged to permit and facilitate a range of housing options including new development as well as residential intensification, to respond to current and future needs.

Efficient development patterns optimize the use of land, resources and public investment in infrastructure and public service facilities. These land use patterns promote a mix of housing, including affordable housing, employment, recreation, parks and open spaces, and transportation choices that increase the use of active transportation and transit before other modes of travel. They support the financial well-being of the Province and municipalities over the long term, and minimize the undesirable effects of development, including impacts on air, water and other resources. They also permit better adaption and response to the impacts of a changing climate, which will vary from region to region. ...”

The PPS 2020 does not provide direction on growth management within the Greater Golden Horseshoe (**GGH**), that is the role of the Growth Plan 2020. Where there is a conflict between the PPS 2020 and the Growth Plan 2020, the Growth Plan 2020 prevails. Any redevelopment of the subject property for urban land uses would be required to be consistent with the policies of the PPS 2020 and in conformity with the Growth Plan 2020.

The following policies are applicable to any redevelopment of the subject property. Policy 1.3 Employment specifically refers to conversions (Policy 1.3.2.4 and 1.3.2.5).

**“1.0 Building Strong Healthy Communities**

**1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns**

**1.1.1 Healthy, livable and safe communities are sustained by:**

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial, commercial), institutional (including places of worship, cemeteries, and long-term care homes), recreation, park and open space, and other uses to meet long-term needs; ...
- e) promoting the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs; ...
- g) ensuring that necessary *infrastructure* and *public service facilities* are or will be available to meet current and projected needs; ...

- 1.1.2 Sufficient land shall be made available to accommodate an appropriate range and mix of land uses to meet projected needs for a time horizon of up to 25 years, informed by provincial guidelines. ...

### 1.3 Employment

- 1.3.1 Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
- c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
- d) encouraging compact, mixed-use development that incorporates compatible employment uses to support liveable and resilient communities, with consideration of housing policy 1.4; and
- e) ensuring the necessary infrastructure is provided to support current and projected needs.

#### 1.3.2 Employment Areas

- 1.3.2.1 Planning authorities shall plan for, protect and preserve *employment areas* for current and future uses and ensure that the necessary *infrastructure* is provided to support current and future projected needs.

- 1.3.2.2 At the time of the official plan review or update, planning authorities should assess *employment areas* identified in local official plans to ensure that this designation is appropriate to the planned function of the *employment area*.

*Employment areas* planned for industrial and manufacturing uses shall provide for separation or mitigation from *sensitive land uses* to maintain the long-term operational and economic viability of the planned uses and function of these areas.

- 1.3.2.3 Within *employment areas* planned for industrial or manufacturing uses, planning authorities shall prohibit residential uses and prohibit or limit *sensitive land uses* that are not ancillary to the primary employment uses in order to maintain land use compatibility.

*Employment areas* planned for industrial or manufacturing uses should include an appropriate transition to adjacent non-*employment areas*.

- 1.3.2.4 Planning authorities may permit conversion of lands within **employment areas** to non-employment areas through a *comprehensive review*, only where it has been demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion.
- 1.3.2.5 Notwithstanding policy 1.3.2.4, and until the official plan review or update in policy 1.3.2.4 is undertaken and completed, lands within existing *employment areas* may be converted to a designation that permits non-employment uses provided the area has not been identified as provincially significant through a provincial plan exercise or as regionally significant by a regional economic development corporation working together with affected upper and single tier municipalities and subject to the following:
- a) There is an identified need for the conversion and the land is not required for employment purposes over the long term;
  - b) The proposed uses would not adversely affect the overall viability of the employment areas; and
  - c) Existing or planned *infrastructure* and *public service facilities* are available to accommodate the proposed uses.
- 1.3.2.6 Planning authorities shall protect *employment areas* in proximity to *major goods movement facilities* and corridors for employment uses that require those locations.
- 1.3.2.7 Planning authorities may plan beyond 25 years for the long term protection of employment areas provided lands are not designated beyond the planning horizon identified in policy 1.1.2. ...”.

Section 4.0 Implementation and Interpretation states:

- “4.6 The official plan is the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans.

Official plans shall identify provincial interests and set out appropriate land use designations and policies. ...”.

It is my opinion that an application to Convert the subject property to a *Mixed Use Areas* designation is not consistent with the PPS 2020 *Employment Areas* Policy 1.3.2.4 or Policy 1.3.2.5. My analysis is set out on **pages 41 to 43** of this report, and applies equally to the Conversion “tests” set out in the Growth Plan Policy 2.2.5.9 (a-b) and (d-e) including: whether there is a need for the conversion; is the land needed over the long term for employment; would the conversion adversely impact the employment area; and, are there existing or planned infrastructure and public services available to accommodate a Conversion to non-employment uses (such as residential).

## A Place to Grow: Growth Plan for the Greater Golden Horseshoe – Amendment 1 (2020)



The Growth Plan for the Greater Golden Horseshoe (**Growth Plan**) came into effect on June 16, 2006, and was prepared under the *Places to Grow Act, 2005, S.O. 2005, c.13* released in 2004 and took effect June 2005.

The Growth Plan 2019 was prepared and took effect on May 16, 2019 and replaced the Growth Plan 2017 which came into effect on July 01, 2019. At the effective date, the Growth Plan had been updated several times since 2006, the most recent office consolidated version being the Growth Plan, Amendment 1 (2020) which took effect on August 28, 2020 (the **Growth Plan 2020**).

The Growth Plan 2020 is of extreme importance and constrains the decision of both the City and OLT on appeal. All decisions must conform with the Growth Plan 2020 pursuant to Section 14 (1) of the *Places to Grow Act*. The Growth Plan 2020 supersedes all other relevant planning instruments in the event of a conflict. Section 14 (2) of the *Places to Grow Act* states that the Growth Plan 2020 prevails in the case of a conflict with an official plan, zoning by-law or the PPS 2020. The Growth Plan 2020 is an important planning document as it provides a comprehensive set of planning policies, as well as detail on how and where a municipality will grow to accommodate projected levels of population and employment to the threshold year of 2051.

**Figure No. 9** is a copy of Schedule 1 and Schedule 2 of the Growth Plan 2020. At the effective date, the subject property was shown on Schedule 1 as located within the City of Toronto and the GGH Growth Plan Area. Schedule 2 to the Growth Plan 2020 identifies the subject property as located in a *Built-Up Area – Conceptual*. Schedule 2 and 5 identifies the City of Toronto as *Urban Growth Centres*.

**Figure No. 9 Growth Plan Schedule 1 and Schedule 2**



Schedule 3 forecasts a population of 3,650,000 and 1,980,000 jobs in the City of Toronto by 2051. The Growth Plan 2020 Policy 2.1 emphasizes an “intensification first” approach to development and city-building, one which focuses on making better use of our existing infrastructure and public service facilities and less on continuously expanding the urban area. Policy 2.2.1(2)(c) provides that within a *settlement area* growth will be focused in delineated *built-up areas*, *strategic growth areas*, *urban growth centres* and locations on existing and planned transit and areas with existing or planned public service facilities.

Policy 2.2.1(4) promotes the achievement of *complete communities* and requires minimum density targets for *urban growth centres*. Policies 2.2.3(1) and 2.2.3(2) require that *urban growth centres* in the City of Toronto be planned to achieve a minimum density target of 400 residents and jobs combined per hectare by 2051 or earlier.

*Complete communities* are envisioned as compact and transit supportive urban environments. The Growth Plan defines *complete communities* as:

“Places such as mixed-use neighbourhoods or other areas within cities, towns, and *settlement areas* that offer and support opportunities for people of all ages and abilities to conveniently access most of the necessities for daily living, including an appropriate mix of jobs, local stores, and services, a full range of housing, transportation options and *public service facilities*. *Complete communities* are age-friendly and may take different shapes and forms appropriate to their context.”

The Growth Plan 2020 also places a strong emphasis on protecting employment lands in order to accommodate the Provincial growth forecasts and promote economic development and competitiveness. A strong local employment base is expected to have transportation implications (e.g., reduced needs to commute long distances to work). The conversion of employment land can only occur as a result of a MCR and has to meet various criteria specified in the Growth Plan.

In order to accommodate employment growth specifically, Section 2.2.5 of the Growth Plan 2020 requires that municipalities ensure the availability of sufficient land for employment, promote economic development and competitiveness through the following mechanisms:

#### **“2.2.5 Employment**

1. Economic development and competitiveness in the GGH will be promoted by:
  - a) making more efficient use of existing *employment areas* and vacant and underutilized employment lands and increasing employment densities;
  - b) ensuring the availability of sufficient land, in appropriate locations, for a variety of employment to accommodate forecasted employment growth to the horizon of this Plan;
  - c) planning to better connect areas with high employment densities to transit; and



- d) integrating and aligning land use planning and economic development goals and strategies to retain and attract investment and employment.
- 2. *Major office* and appropriate major institutional development will be directed to *urban growth centres, major transit station areas* or other *strategic growth areas* with existing or planned *frequent transit* service.
- 3. Retail and office uses will be directed to locations that support *active transportation* and have existing or planned transit.
- 4. In planning for employment, surface parking will be minimized and the development of *active transportation networks* and *transit-supportive* built form will be facilitated.
- 5. Municipalities should designate and preserve lands within *settlement areas* located to or near *major goods movement facilities and corridors*, including major highway interchanges, as areas for manufacturing, warehousing and logistics, and appropriate associated uses and ancillary facilities.
- 6. Upper-tier and lower-tier municipalities in consultation with lower-tier municipalities, will designate all *employment areas* in official plans and protect them for appropriate employment uses over the long-term. For greater certainty *employment area* designations may be incorporated into upper-tier and single-tier official plans by amendment at any time in advance of the next *municipal comprehensive review*.
- 7. Municipalities will plan for all *employment areas* within *settlement areas* by:
  - a) prohibiting residential uses and prohibiting or limiting other *sensitive land uses* that area not ancillary to the primary employment use;
  - b) prohibiting *major retail uses* or establishing a size or scale threshold for any *major retail uses* that are permitted and prohibiting any *major retail uses* that would exceed that threshold;
  - c) providing for appropriate interface between *employment areas* and adjacent non-employment uses to maintain land use compatibility.
- 8. The development of *sensitive land uses, major retail uses* or *major office* uses will, in accordance with provincial guidelines, avoid, or where avoidance is not possible, minimize and mitigate adverse impacts on industrial, manufacturing or other uses that are particularly vulnerable to encroachment.
- 9. The conversion of lands within *employment areas* to non-employment uses may be permitted only through a *municipal comprehensive review* where it is demonstrated that:
  - a) there is a need for the conversion;

- b) the lands are not required over the horizon of this Plan for the employment purposes for which they are designated;
  - c) the municipality will maintain sufficient employment lands to accommodate forecasted employment growth to the horizon of this Plan;
  - d) the proposed uses would not adversely affect the overall vulnerability of the *employment area* or the achievement of the minimum intensification and density targets in this Plan, as well as the other policies of this Plan; and
  - e) there is existing or planned *infrastructure* and *public service facilities* to accommodate the proposed uses.
10. Notwithstanding policy 2.2.5.9, until the next *municipal comprehensive review*, lands within existing *employment areas* may be converted to a designation that permits non-employment uses, provided the conversion would:
- a) satisfy the requirements of policy 2.2.5.9 a), d) and e);
  - b) maintain a significant number of jobs on those lands through the establishment of development criteria; and
  - c) not include any part of an employment area identified as a *provincially significant employment zone* unless the part of the *employment area* is located within a *major transit station area* delineated in accordance with the policies in subsection 2.2.4.
11. Any change to an official plan to permit new or expanded opportunities for *major retail* in an *employment area* may only occur in accordance with policy 2.2.5.9 or 2.2.5.10.
12. The Minister may identify *provincially significant employment zones* and may provide specific direction for planning in those areas to be implemented through appropriate official plan policies and designations and economic development strategies.
13. Upper-tier and lower-tier municipalities, in consultation with lower-tier municipalities, will establish minimum density targets for all *employment areas* within *settlement areas* that:
- a) are measured in jobs per hectare;
  - b) reflect the current and anticipated type and scale of employment that characterizes the *employment area* to which the target applies;
  - c) reflects the opportunities for the intensification of *employment areas* on sites that support active transportation and are served by existing or planned transit; and

- d) will be implemented through official plan policies and designations and zoning by-laws. “

The Growth Plan 2020 encourages a more compact urban form. Compact development can take numerous urban forms and include buildings of varying size, type, density and configuration. This urban form encourages the efficient use of land and promotes walkable communities by mixing land uses, locating new development close to transit and reducing the need for infrastructure.

To ensure this form of development is realized, policies have been established in the Growth Plan 2020 that support intensification of all types of land uses, including employment, in existing built-up areas, including multi-storey commercial development and apartments or offices above retail.

Intensification has a direct impact on employment areas, as the development or redevelopment of existing and vacant parcels of land can influence the built form and location of employment uses that exist throughout the City of Toronto. Vacant and underutilized employment lands offer the potential to encourage compact urban form to accommodate a wide range of employment uses or a limited amount of sensitive land uses if it can be demonstrated that an appropriate interface between *employment areas* and adjacent non-employment uses can be maintained to ensure land use compatibility (Policy 2.2.5. 7 c) above).

It is my opinion that a Conversion of the subject property does not conform with the Growth Plan 2020 because it would not satisfy Policy 2.2.5.9 or Policy 2.2.5.10 b). Policy 2.2.5.9 (a-e) requires a conversion to meet certain criteria or “tests” and our analysis of these tests is set out on **pages 41 to 43** of this report.

Our conclusion is consistent with the findings of the LPAT in their Decision issued January 30, 2002 regarding OPA 231 attached to this report as **Appendix 2**. In Paragraph [145] the Tribunal treats Policy 1.3.2.2 (which is identical to Policy 1.3.4.2 of the PPS 2020) and Policy 2.2.6.5 (which is identical to Policy 2.2.5.9 of the Growth Plan 2020) as “paramount”.

Policy 2.2.5.10 which provides the same opportunity outside of an MCR was not identified as a paramount policy [paragraph 146]. Even if it had been of equal importance as Policy 2.2.5.9, it is our opinion that a conversion of the subject property to residential uses proposed as Option 3 by Bousfields Inc. would not meet the policy 2.2.5.10 b) “test” as no significant jobs would be generated by the Conversion.

With respect to test 2.2.5.9. a) the OLT made two core findings which lead to gsi’s conclusion that the “test” was not met:

- Sufficient rate of development applications and supply of land for residential development to accommodate the production of dwelling units to house the forecasted population growth [finding 6 paragraph 144]; and,
- There was no evidence to support a need to convert employment land to non-employment uses [finding 7 paragraph 144].

Despite the tests in Policy 2.2.5.9 c) being technically met, gsi considered the following core findings as indicating that the principle of the test was not met:

- The City employment base has limited vacant land and low vacancy rates [finding 2, paragraph 144]; and,
- Once converted out of employment land use to another land use there is no evidence that they are likely to be reconverted to employment uses [finding 4 paragraph 144].

The OLT Decision attached as **Appendix 2** recognizes that more restrictive conversion policies like 2.2.4.16 are permitted because the Growth Plan 2002 provides latitude to municipalities to go beyond the minimum standards and policies in the Plan.

“[109] Her first observation is that, in her view, the new conversion policies in OPA 231 are more restrictive than the conversion policies in the PPS and the GP 2006. The Tribunal would observe that this statement is a fair representation. However, the Tribunal also notes, as identified by City witnesses and counsel for the City, both the PPS and the Growth Plan, in their implementation policies provide latitude to municipalities to go beyond the minimum standards and targets of the Provincial policy and plan. The Tribunal here, then, does not take policy which may be more restrictive in and of itself as a basis upon which to reject it.”

The following definitions are found in both the PPS 2020 and the Growth Plan 2020 to assist the reader of this report:

An *Employment Area* is defined as:

**Employment Area**

Areas designated in an official plan for clusters of business and economic activities including, but not limited to, manufacturing, warehousing, offices, and associated retail and ancillary facilities. (PPS, 2020)

*Sensitive Land Uses* are defined as:

### Sensitive Land Uses

Buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more adverse effects from contaminant discharges generated by nearby major facilities.

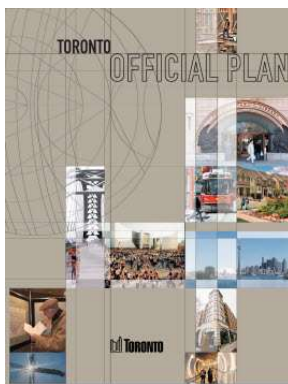
*Sensitive land uses* may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities. (PPS, 2020)

*Municipal Comprehensive Review* is defined as:

### Municipal Comprehensive Review

A new official plan, or an official plan amendment, initiated by an upper- or single-tier municipality under section 26 of the Planning Act that comprehensively applies the policies and schedules of this Plan.

## City of Toronto Official Plan

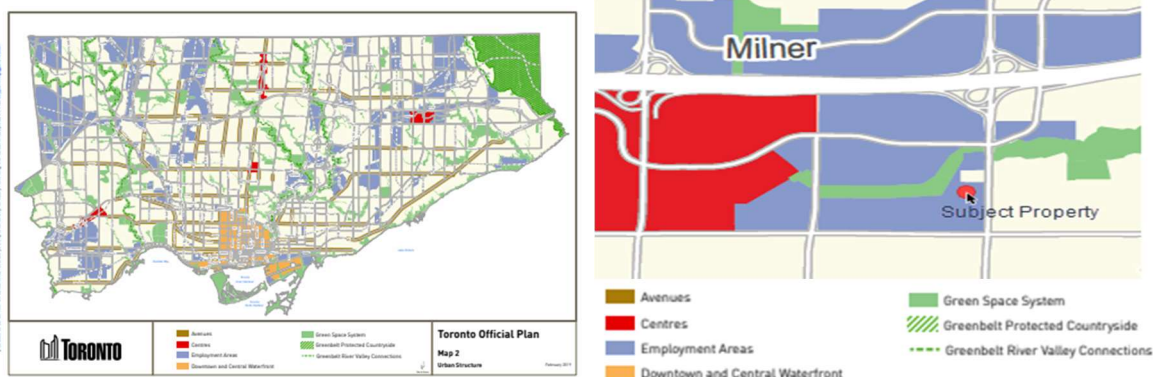


The City of Toronto Official Plan was originally adopted by City Council on November 26, 2002 and approved by the OMB on July 06, 2006. The office consolidation in effect at the effective date reflects amendments to the official plan policies as of February 28, 2019.

Generally, growth areas are locations where good transit access can be provided by bus and streetcar routes and along higher order transit routes and at rapid transit stations. Areas that can best accommodate this growth are shown on Urban Structure Map 2: *Downtown*, including the *Central Waterfront*, the *Centres*, the *Avenues* and the *Employment Areas*.

The *Centres* and the *Avenues* emphasize residential intensification, while the *Employment Areas* focus on job intensification. The subject property is located within the *Employment Areas* as shown on **Figure No. 10** Map 2 Urban Structure in the Toronto Official Plan below. The subject property is shown as a red dot and black arrow.

**Figure No. 10 Map 2 (Urban Structure) & Enlargement**



The Toronto Official Plan, Chapter 2 Shaping the City, contains growth management policies. Chapter 2 Section 2.1. Policy 1 provides for growth management that focuses growth in a pattern of compact centres connected by a regional transportation system. Section 2.2. Policy 1 provides that a better urban environment, a competitive local economy and a more socially cohesive and equitable city will be created through the integration and coordination of transportation planning and land use planning.

Policy 2.2, Policy 2 provides that “growth will be directed to the Centres, Avenues, Employment and the Downtown as shown on Map 2”.

Section 2.2.4 Employment Areas: Supporting Business and Employment Growth states that:

“Our Employment Areas are finite and geographically bounded. Given relative land values, residential lands are rarely converted to employment uses and there is little opportunity to create new employment lands. It is the City’s goal to conserve our Employment Areas, now and in the longer term, to expand businesses and incubate and welcome new businesses that will employ future generations of Torontonians. ...”.

Policy 2.2.4.5 addresses land use compatibility when introducing sensitive land uses such as residential land uses into or adjacent to or near *Employment Areas*. Policy 5 states:

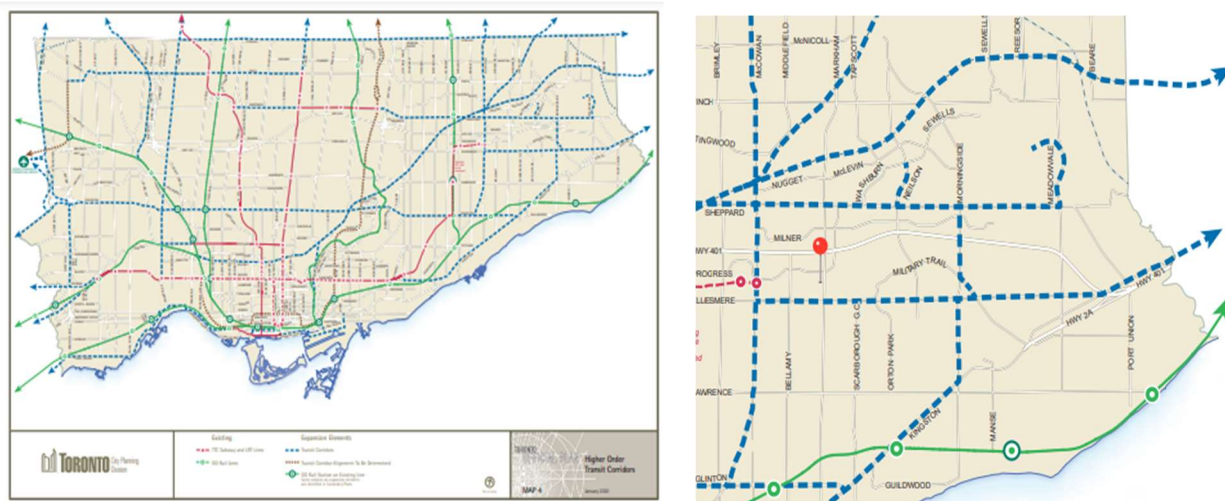
- “5. Sensitive land uses, including residential uses, where permitted or proposed outside of and adjacent to or near *Employment Areas* or within the influence of major facilities, should be planned to ensure they are appropriately designed, buffered and/ or separated as appropriate from *Employment Areas* and/or facilities as necessary to:
  - a) prevent or mitigate adverse effects from noise, vibration, emissions including dust and odour;
  - b) minimize risk to public health and safety;
  - c) prevent or mitigate negative impacts and minimize the risk of complaints;
  - d) ensure compliance with environmental approvals, registrations, legislation, regulations and guidelines at the time of the approval being sought for the sensitive land uses, including residential uses; and,
  - e) permit *Employment Areas* to be developed for their intended uses;
6. A complete application to introduce, develop or intensify sensitive land uses, including residential uses, in a location identified in Policy 5 shall include a Compatibility/ Mitigation Study, which will be addressed in the applicant’s Planning Rationale.
7. The Compatibility/ Mitigation Study will:
  - a) be peer reviewed by the City at the applicant’s request;
  - b) identify and evaluate options to achieve appropriate design, buffering and/ or separation distances between proposed sensitive land uses, including residential uses and nearby *Employment Areas* and/ or major facilities to address the matters in Policy 5; and, ...



8. The costs of the studies and mitigation measures shall be borne by the applicant of the sensitive land uses, including residential uses, in a location identified in Policy 5. ...
10. When considering applications to introduce, develop or intensify sensitive land uses, including residential uses, in a location identified by Policy 5, Council may consider:
  - a) the extent to which the applicant and the major facilities or other employment use have exchanged relevant information subject to appropriate measures to protect confidentiality;
  - b) any regulatory obligations of the major facility or employment uses; and\
  - c) the reasonableness of the implementing any recommended mitigation measures. ...”.

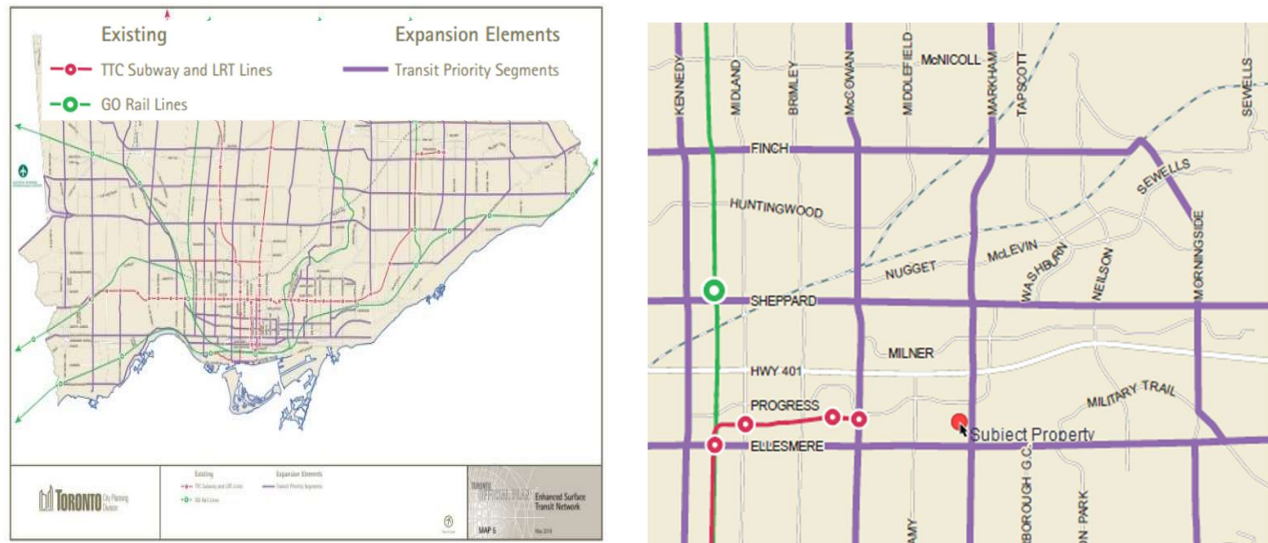
**Figure No. 11** below is Map 4 Higher Order Transit Corridor. Existing TTC Subway and LRT Lines are shown in **red** and the Go Transit Lines shown in **green**. Ellesmere Road is identified as a “Transit Corridor” shown as a blue dashed line. Markham Road is not identified as a Higher-Order Transit Corridor. The closest LRT Line is approximately 2.7 kilometers away located in the Scarborough City Centre at McCowan Road. The subject property is shown as a **red** dot/ arrow.

**Figure No. 11 Map 4 Higher Order Transit Corridor & Enlargement**



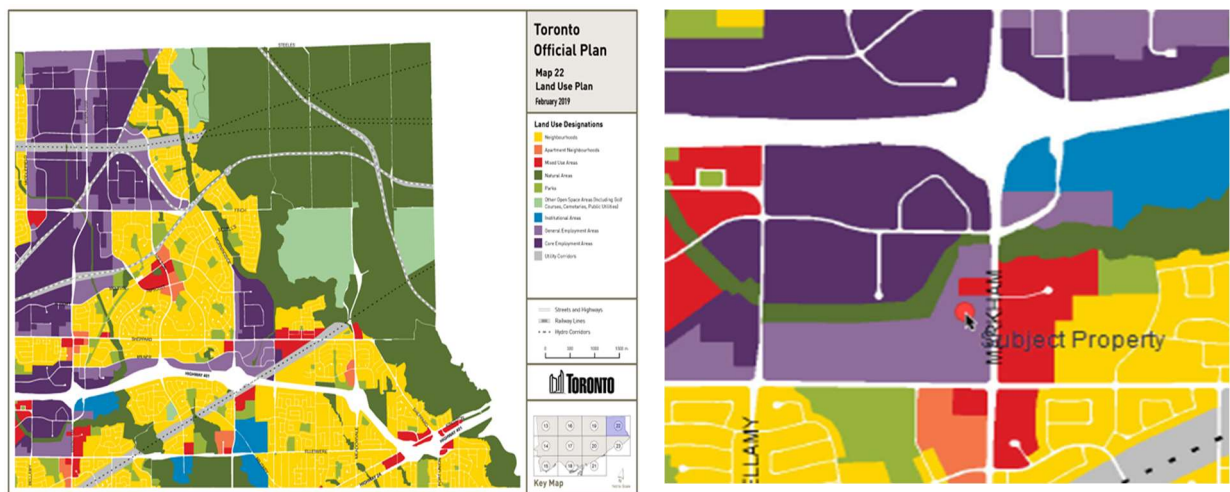
**Figure No. 12** below is Map 5 Enhanced Surface Transit Network. Existing TTC Subway and LRT Lines are shown in **red** and the Go Transit Lines shown in **green**. In addition, both Markham Road and Ellesmere Road are identified as a “Transit Priority Segment” shown in **purple**. The subject property is shown as a **red** dot/ arrow.

**Figure No. 12 Map 5 Surface Transit Priority Network & Enlargement**



Chapter 4 Land Use Designations designates the subject property as *General Employment Areas*, shown as a **red** dot and black arrow on **Figure No. 13 Map 22 Land Use Plan** below.

**Figure No. 13 Map 22 Land Use Map & Enlargement**



Chapter 4 Section 4.6 states that *General Employment Areas* are generally located on the periphery of *Employment Areas* on major roads where retail, service and restaurant uses can service workers in the *Employment Areas* and would benefit visibility and have transit access to draw the broader public.

Policy 4.6.1 and Policy 4.6.2 *Core Employment Areas* provide for a broad range of manufacturing, processing, warehousing, wholesaling, distribution, storage, transportation facilities, vehicle repair and services, offices, research and development facilities, utilities, waste management systems, industrial trade schools, media, information and technology facilities, and vertical agriculture.

Additional uses are permitted provided they are ancillary to and intended to serve the *Core Employment Areas* in which they are located: parks, small scale restaurants, catering facilities, and small scale service uses such as courier services, banks and copy shops. Small scale retail uses that are ancillary to and on the same lot as the principal use are permitted.

Policy 4.6.3 *General Employment Areas* states:

*“General Employment Areas are places for business and economic activities generally located on the peripheries of Employment Areas. In addition to all uses permitted in Policies 4.6.1 and 4.6.2, permitted uses in a General Employment Area also include restaurants and service areas.*

Policy 4.6.6 k) states that development will contribute to the creation of competitive, highly functional *Employment Areas* by: “providing a buffer and/ or mitigate adverse effects, where appropriate, to *Neighbourhoods, Apartments Neighbourhoods* and *Mixed Use Areas*”.

## **Toronto Conversion & Removal Policies for Employment Areas**

The Toronto Official Plan Conversion and Removal Policies for *Employment Areas* are required to be consistent with the PPS 2020 and conform with the Growth Plan 2020 policies and will be reviewed as part of the City’s MCR.

Policy 2.2.4. 16 states:

“16. Applications to convert lands within *Employment Area* will only be considered at the time of a municipal review of employment policies and designations under Section 26 of the *Planning Act* and a concurrent Municipal Comprehensive Review under the Growth Plan for the Greater Golden Horseshoe. Applications to convert lands within an *Employment Area* received between City-initiated Official Plan Reviews will not be considered by Council unless Council directs that a Municipal Comprehensive Review be initiated.”

Furthermore, Policy 2.2.4.16 of the City’s Conversion “tests” would not prevent any consideration of such an application as discussed below.

Policy 2.2.4.17 states:

- “17. The City will assess requests to convert lands within an *Employment Area*, both cumulatively and individually, by considering whether or not:
- a) there is a demonstrated need for the conversion(s) to:
    - i. meet the population forecasts allocated to the City in the Growth Plan for the Greater Golden Horseshoe;
    - ii. mitigate existing and/ or potential land use conflicts;
  - b) the lands are required over the long-term for employment purposes;
  - c) the City will meet the employment forecasts allocated to the City in the Growth Plan for the Greater Golden Horseshoe;

- d) the conversion(s) will adversely affect the overall viability of an *Employment Areas* and maintenance of a stable operating environment for business activities and economic activities with regard to:
  - i. compatibility with any proposed land uses designated *Employment Areas* as major facilities, as demonstrated through the submission of a Compatibility/Mitigation Study in accordance with Policies 2.2.4.5, 2.2.4.7 and 2.2.4.8 and Schedule 3 for any proposed land use, with such policies read as applying to lands within *Employment Areas*;
  - ii. prevention or mitigation of adverse effects from noise, vibration, emissions including dust and odour;
  - iii. prevention or mitigation of negative impacts and minimization of the risk of complaints;
  - iv. ability to ensure compliance with environmental approvals, registrations, legislation, regulations and guidelines;
  - v. ability to provide appropriate buffering and/ or separation of employment uses from sensitive land uses, including residential;
  - vi. ability to minimize risk to health and safety;
  - vii. reduction or elimination of visibility of, and accessibility to , employment lands or uses;
  - viii. impact on the capacity and functioning of the transportation of goods for existing and future employment uses;
  - ix. removal of large and/ or key locations for employment uses;
  - x. ability to provide opportunities for clustering of similar or related employment uses;
  - xi. provision of a variety of land parcel sizes within the Employment Area to accommodate a range of permitted employment uses;
- e) the existing or planned sewage, water, energy and transportation infrastructure can accommodate the proposed conversions(s);
- f) in the instance of conversions for residential purposes, sufficient parks, libraries, recreation centres and schools exist or are planned within walking distance for new residents;
- g) employment lands are strategically preserved near important transportation infrastructure such as highways and highway interchanges, rail corridors, ports and airports to facilitate the movement of goods;
- h) the proposal to convert lands in an *Employment Areas* will help maintain a variety a diverse economic base accommodating and attracting a variety of employment uses and a broad range of employment opportunities in Toronto; and,
- i) cross jurisdictional issues have been considered.”

It is my opinion that a redesignation of the subject lands does not meet the City’s conversion “tests” set out in Policy 2.2.4.16 and 2.2.4.17 (a-g). gsi’s detailed review of these conversion policies demonstrating why the subject property does not meet the Conversion criteria is set out on **pages 43 to 46** of this report.



## Site and Area Specific Policy 450 (SASP 450)

In addition to the City-wide *Employment Areas* policies in the Toronto Official Plan, the subject property is also subject to Chapter 7 Site and Area Specific Policy 450 – 1250 Markham Road.

### 450. 1250 Markham Road

- a) On parcel "A", only a residential building for senior citizens is permitted in addition to ancillary uses limited to the ground floor, such as offices, community services and small scale retail.
- b) A place of worship and ancillary community facility and recreational uses are permitted on Parcel "B".
- c) Employment uses on Parcel "B" will be compatible with adjacent residential uses.
- d) All new development is to be located and developed to the satisfaction of the Toronto and Region Conservation Authority and the City.
- e) All new development is to protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road.



## Markham-Ellesmere Revitalization Study Area – SASP 320

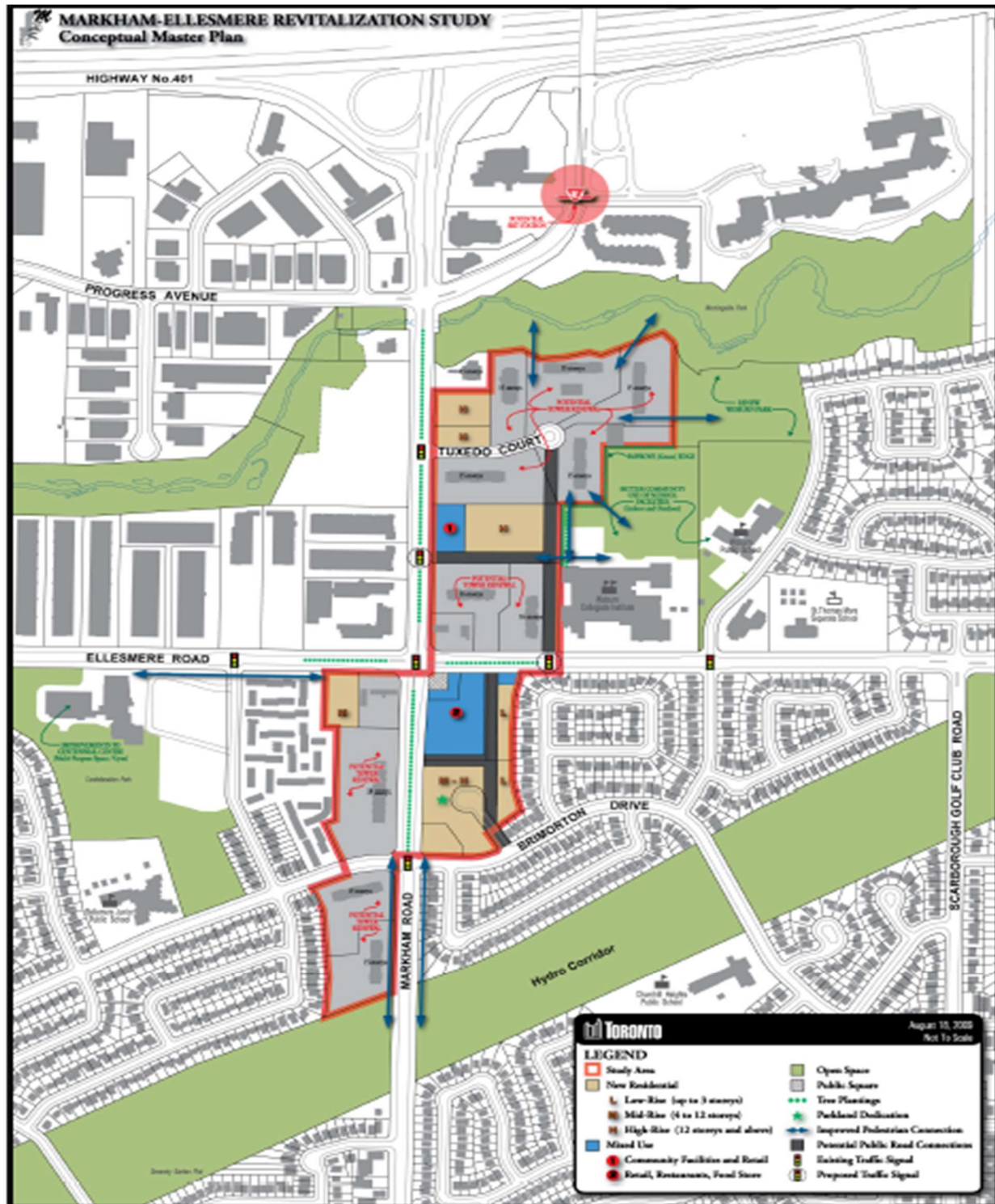
The Markham-Ellesmere Revitalization Study Area (**MERSA**), its policies, master concept plan and urban design guidelines are important policy documents as they demonstrate and set up the City's direction as to where residential growth is to occur or is encouraged to occur along Markham Road south of Progress Avenue. Notably, and while located directly across the street, the subject property (and 1256 Markham Road) is excluded from these official plan policies.

**Figure No. 14 Boundary of MERSA (OPA 71) SASP 322**



MERSA was implemented through the adoption of OPA 71 – SASP 322 by City Council in August 2009 and provides policy direction regarding the lands located east of Markham Road south of Progress Avenue, and the lands south of Ellesmere Road on both sides of Markham Road to the Hydro Corridor. All of the lands within the study area are designated either *Mixed-Use Areas* or *Apartment Neighbourhoods*.

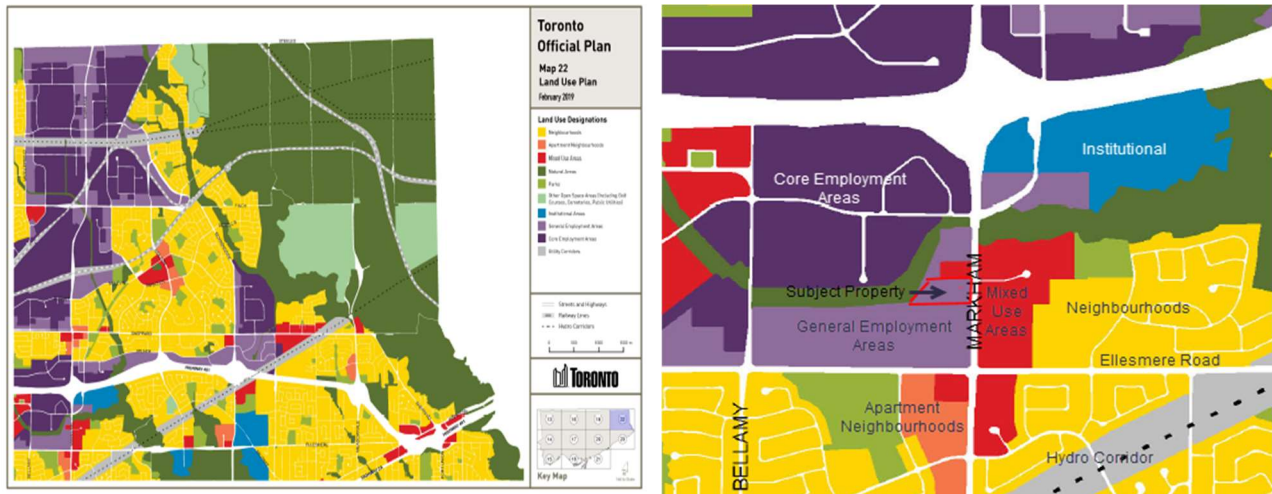
The Markham- Ellesmere Master Concept Plan is shown as **Figure No. 15** below.





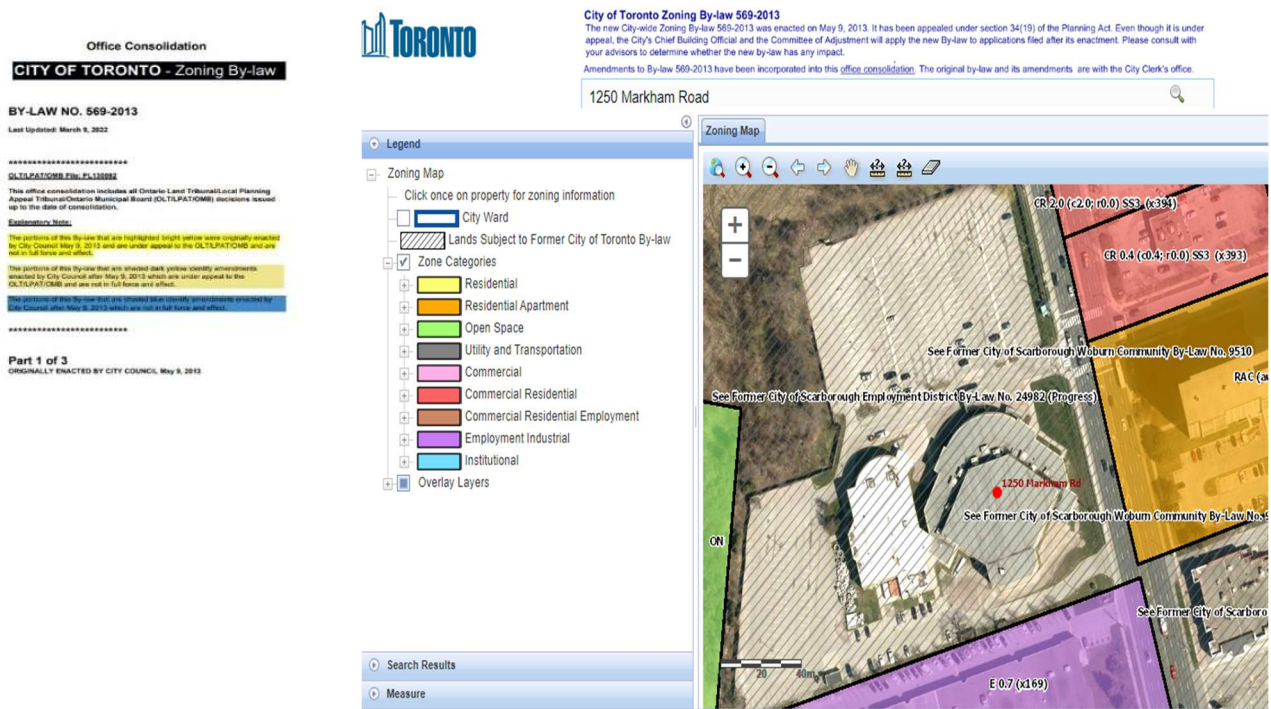
**Figure No. 16** is a copy of Map 22 Land Use Map which identifies the subject property as within a **General Employment Area (light purple)**.

**Figure No. 16 Map 22 Land Use Map**



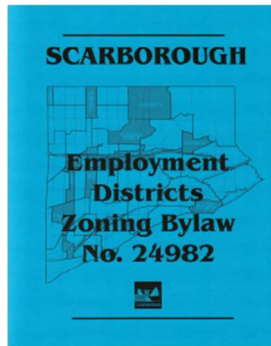
## City of Toronto Zoning By-law 569-2013, As Amended

**Figure No. 17 City of Toronto Zoning By-law 569-2013**



The subject property is identified on the City of Toronto Interactive Zoning By-law as being zoned in accordance with the former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District).

## City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment District)



Authority: Land Planning Appeal Tribunal Decision and Order issued on August 17, 2018 in Tribunal File PL171387

**CITY OF TORONTO**  
**BY-LAW 865-2018(LPAT)**

Re: amended former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment Districts), as amended, with respect to the lands municipally known as 1250 Markham Road.

Whereas the Land Planning Appeal Tribunal, pursuant to its Decision and Order issued August 17, 2018, upon hearing an appeal under Section 18.1(1) of the Planning Act (S.O. 1998, c. 15.1), as amended, issued its decision in respect of the Scarborough Employment Districts Zoning By-law 24982, as amended, with respect to lands municipally known as 1250 Markham Road; and

Whereas the Official Plan of the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 17 of the Planning Act, a by-law under Section 18 of the Planning Act may authorize increases in the height or density of development beyond those otherwise permitted by the Official Plan and that such by-law is required to be in the form of a by-law; and

Whereas subsection 17(3) of the Planning Act provides that when an order of land division is made, the height or density of development is to be determined by the by-law, which may be made in accordance with the provisions of the Official Plan and the City of Toronto, and

Whereas the order of the amended lands has been determined to provide the facilities, services and amenities that are required; and

Whereas the height permitted beyond that otherwise permitted on the amended lands by Scarborough Employment Districts Zoning By-law 24982, as amended, is to be permitted in order for the provision of the facilities, services and amenities set out in this by-law, which are required to be in accordance with the provisions of the Official Plan and the City of Toronto; and

Whereas the Land Planning Appeal Tribunal, by its Order issued on August 17, 2018 in Tribunal File PL171387, determined in respect of the lands, as amended, with respect to the lands.

Scarborough Employment Districts Zoning By-law 24982, as amended, of the former City of Scarborough is hereby amended by the Land Planning Appeal Tribunal as follows:

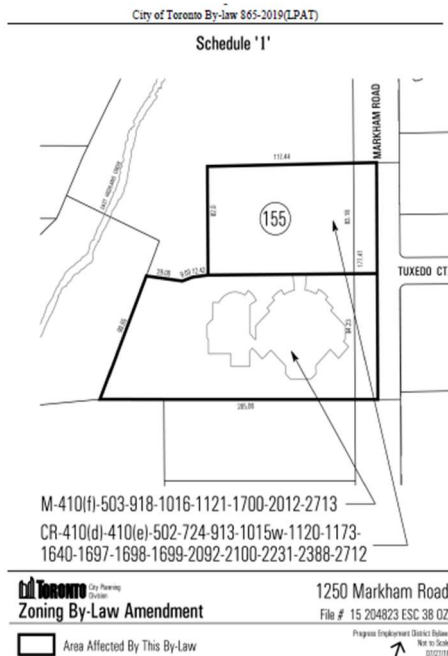
1. Schedule "A" of the former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment Districts) is amended by adding the current zoning and replacing it with the following zoning as shown on Schedule "I":

CR-410(d)-410(e)-502-724-913-1015w-1120-1173-1640-1697-1698-1699-2092-2100-2231-2388-2712

CR-410(d)-410(e)-502-724-913-1015w-1120-1173-1640-1697-1698-1699-2092-2100-2231-2388-2712

An LPAT Appeal Decision and Order Issued on August 17, 2018 as in Tribunal File PL171387 rezoned the subject property in accordance with Zoning By-law 865-2018(LPAT), which amended the former City of Scarborough Employment Districts Zoning By-law 24982 (Progress Employment Districts), with respect to the lands municipally known as 1250 Markham Road. Schedule 'I' to the By-law 865-2018(LPAT) is shown on **Figure No. 18** below.

**Figure No. 18 Zoning By-law 865-2018(LPAT) Schedule '1'**



Zoning By-law 865-2019(LPAT) rezoned 1250 Markham Road into two parcels – basically “split-zoning” the property. The north parcel was zoned (CR) Commercial Residential Exception 155 (with a series of Performance Standards as is customary with the format of the Scarborough Employment Districts ZBL 24982).

The subject property or south parcel was zoned (M) Industrial with a series of Performance Standards which permit a place of worship not to exceed 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>) along with a 5-level (16-meter) above grade parking structure.

## gsi's DEVELOPMENT POTENTIAL OPINION

We have focused our analysis on the development potential of the subject property at the effective date of April 16, 2021, including whether or not the subject property would meet the Conversion “tests” under the PPS 2020 (Policy 1.2.3.4 and 1.2.3.5), the Growth Plan 2020 (Policy 2.2.5.9 and 2.2.5.10 b) and the City of Toronto's Official Plan Conversion/ Removal “tests” (Policy 2.2.4.16 and 2.2.4.17).

## gsi's Conclusion

Our conclusion is that:

- It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.
- Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.
- The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law (described specifically below).

This conclusion is based on the following factors:

### The Existing “As-of-Right” Land Use Permissions

The existing “as-of-right” land use permissions are for employment land. At the effective date (and to this day), the subject property was identified in the City of Toronto Official Plan as *Employment Areas* (Chapter Two: Urban Structure) and designated *General Employment Areas* (Chapter Four: Land Use Designations). The existing “as-of-right” Zoning By-law 865-2019(LPAT) for the subject property allows for a place of worship and an above grade parking structure to a maximum Gross Floor Area (GFA) of 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>).

### Conformity with the Growth Plan 2020 Policy 2.2.5.9

The City of Toronto Official Plan determines whether a residential use is permitted or prohibited. The Official Plan must however, conform with the Growth Plan 2020. Policy 2.2.5 (Employment) of the Growth Plan 2020 contains policies to protect *Employment Areas*. Policy 2.2.5.7 of the Growth Plan 2020 directs municipalities to prohibit residential uses in *Employment Areas*.

For the subject lands to be redeveloped for multi-unit residential uses, the property would need an Official Plan Amendment/ Conversion from their current designation as *General Employment Areas* to *Mixed Use Areas* or another designation that permits residential uses. Neither the City

nor the OLT are allowed to approve such an Official Plan Amendment/ Conversion because section 14 of *The Places to Grow Act, 2005, S.O. 2005, c.13* requires their decisions to confirm to Policy 2.2.5.9 of the Growth Plan 2020. Only the Minister of MMAH has approval authority for an MCR OPA.

The criteria established by the Growth Plan 2020 (Policy 2.2.5.9 a-e) requires Conversions for *Employment Areas* to satisfy each of the following requirements, and failure to meet any one of these requirements results in the Conversion request/ application being denied.

Requirement Growth Plan Policy 2.2.5.9:	Response:
<p>a) There is a <u>need</u> for the conversion</p> <p>Note: PPS Policy 1.3.2.4 and 1.3.2.5 a) – also reflect similar if not identical language for this test.</p>	<p>The City does not need a conversion of the subject property to meet the mandated housing requirements based upon the 2051 population forecasts. The surplus potential housing units in the City's development pipeline is more than sufficient to accommodate forecasted growth. And, there are other locations in the immediate vicinity that are designated and zoned for residential uses to meet the City's needs.</p>
<p>b) The lands are not required over the horizon of this Plan for the employment purposes for which they are designated</p> <p>Note: PPS Policy 1.3.2.4 – similar if not identical language for this test.</p>	<p>There is a finite supply of <i>Employment Areas</i> lands. New <i>Employment Areas</i> lands are rarely created. The subject property is a large parcel located on the periphery of a thriving employment district on a major road and in close proximity to surface transit and a major 400 series highway interchange. The lands are a suitable size for a wide range of employment uses to serve the surrounding <i>Employment Areas</i>. There is no basis to conclude that the subject property is not required for employment purposes over the long term.</p>
<p>c) There will be sufficient employment lands to accommodate forecasted employment growth to the horizon of this Plan</p>	<p>The municipality has designated sufficient employment land to accommodate forecasted growth to 2051. On this basis, this requirement could technically be met.</p>
<p>d) The proposed uses would not adversely affect the overall viability of the</p>	<p>A conversion would adversely affect the overall viability of the <i>Employment Areas</i></p>



<p>employment area or the achievement of the minimum intensification and density targets in this Plan</p> <p>Note: PPS Policy 1.3.2.5 b) similar if not identical language for this test.</p>	<p>as the subject property is part of a broader contiguous employment district with vacancy rates under 1% in 2021. A residential use is a sensitive land use generally incompatible with employment uses. Complaints from residents and the inability to obtain new or revised environmental compliance approvals or to meet environmental activity and sector registry registration requirements or changes or expansions required by industry adversely affect their viability. The subject property (a place of worship) is a transitional use which provides buffering and distance separation to reduce land use conflicts between the employment uses to the south and the sensitive residential uses to the north while preserving the employment land for future uses. Businesses seek long-term land use certainty. Encroachment into <i>Employment Areas</i> by residential uses has the potential to disrupt the operation of a current business and also to impact the decision by a business as to where to locate.</p>
<p>e) There are existing or planned infrastructure and public service facilities to accommodate the proposed uses</p> <p>Note: PPS Policy 1.3.2.5 c) similar if not identical language for this test.</p>	<p>There is a lack of transportation and community infrastructure (libraries, schools, community and recreational centres, parks, public services) within an acceptable radius of the subject property (1,000 m) to accommodate increased high density residential uses, and the majority of the existing facilities require crossing major streets (Markham Road and Ellesmere Road). Support for 1256 Markham Road was based on low occupancy and low demand for services given a seniors' only complex. There is also a lack of higher-order transit in the area to support high-density residential and increased residential traffic could negatively impact the ability of the</p>

	<i>Employment Area</i> to use the existing transportation network to move goods.
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Based on our review summarized above, a Conversion of the subject property would not meet the “tests” under the PPS 2020 Policy 1.2.3.4 and 1.2.3.5 and Policy 2.2.5.9 (a-b) and (d-e) above.

### **Conformity with the City of Toronto Conversion Policy 2.2.4.17**

The City of Toronto Official Plan contains its own Conversion and Removal Policies for *Employment Areas* in Chapter 2 Policy 2.2.4.17. The City’s Conversion/ Removal tests generally align with the policies of the PPS 2020 and the Growth Plan 2020 regarding *Employment Area* Conversions and our conclusions with respect to the City’s Conversion “tests” are the same as our conclusions with respect to the PPS 2020 and the Growth Plan 2020. However, The City’s criteria and “tests” require additional details and supporting materials to demonstrate how the Conversion meets the requirements.

In our view, we would not be able to come to a conclusion (as Bousfields did) that these tests can be met without having reviewed the additional details and supporting materials.

The following table highlights these differences and additional requirements:

Requirement City Policy 2.2.4.17:	Response:
a) There is a demonstrated <u>need</u> for the conversion(s) to: 1. meet the population forecasts allocated to the City in the Growth Plan for the Greater Golden Horseshoe; or 2. mitigate existing and/ or potential land use conflicts	Same test as PPS 2020 and Growth Plan 2020 with one exception. The City also requests a demonstration as to how the Conversion would mitigate existing or potential conflicts.  A conversion of 1250 Markham Road to sensitive residential use would not mitigate existing or potential conflicts with the employment uses to the south. The existing place of worship currently acts as a transitional use buffering residential uses at 1256 Markham Road from the employment uses to the south. Eliminating that use would not allow that tests to be satisfied.
b) The lands are required over the long-term for employment purposes	Same test as PPS 2020 and Growth Plan 2020.



c) The City will meet the employment forecasts allocated to the City in the Growth Plan for the Greater Golden Horseshoe	Same test as Growth Plan 2020.
d) The conversion(s) will adversely affect the overall viability of an Employment Area and maintenance of a stable operating environment for business and economic activities with regard to the: 1. compatibility of any proposed land use with lands designated Employment Areas and major facilities, as demonstrated through the submission of a Compatibility/ Mitigation Study in accordance with Policies 2.2.4.5, 2.2.4.7 and 2.2.4.8 and Schedule 3 for any proposed land use, with such policies read as applying to lands within Employment Areas; 2. prevention or mitigation of adverse effects of noise, vibration, and emissions including dust and odour; 3. prevention or mitigation of negative impacts and minimization of risk of complaints; 4. ability to ensure compliance with environmental approvals, registrations, legislation, regulations and guidelines; 5. ability to provide appropriate buffering and/ or separation of employment uses from sensitive land uses, including residential; 6. ability to minimize risk to public health and safety 7. reduction or elimination of visibility of, and accessibility to, employment lands or uses; 8. impact upon the capacity and functioning of the transportation network and the movement of goods for existing and future employment uses; 9. removal of large and or key locations for employment uses;	Same tests as PPS 2020 and Growth Plan 2020; however, Items 1, 4, 5, 8, 9 and 10 requires the completion of a Compatibility/ Mitigation Study ( <b>C/M Study</b> ) which would also need to address Policies 2.2.4.5, 2.2.4.7 and 2.2.4.8 in the City's Official Plan. These Policies include land use compatibility matters. Item 2 and 3 requires other studies such as a Noise Study, Vibration Study and other technical reports. A residential use is a sensitive land use generally incompatible with employment uses. Item 2, 3, 4, and 6 addresses complaints from residents and the inability to obtain new or revised environmental compliance approvals or to meet environmental activity and sector registry registration requirements or changes or expansions required by industry adversely affect their viability.  Item 5 would also be included in a C/M Study. The subject property (a place of worship) is a transitional use which provides buffering and distance separation to reduce land use conflicts between the employment uses to the south and the sensitive residential uses to the north while preserving the employment land for future uses. Businesses seek long-term land use certainty. Encroachment into <i>Employment Areas</i> by residential uses has the potential to disrupt the operation of a current business and also to impact the decision by a business as to where to locate.

<p>10. ability to provide opportunities for the clustering or similar or related employment uses; and</p> <p>11. provision of a variety of land parcel sizes within the Employment Area to accommodate a range of permitted employment uses</p>	<p>Item 8 would require a Traffic Impact Study would be required to assess the road capacity and identify any impacts or mitigation measures (road widenings, signalization, or other improvements).</p> <p>Item 11 would address the availability of various sized parcels. The subject property is of a sufficient size to accommodate a variety of employment parcel sizes depending upon the type of business or industry.</p>
<p>e) The existing or planned sewage, water, energy and transportation infrastructure can accommodate the proposed conversion</p>	<p>Similar test to PPS 2020 and Growth Plan 2002 but more specific.</p> <p>Municipal services exist at the lot line. There is however, a lack of higher-order transit (BRT, LRT, Subway, Go Train) in the area to support high-density residential and increased residential traffic could negatively impact the ability of the <i>Employment Area</i> to use the existing transportation network to move goods from the employment area to Highway 401 at the interchange at Markham Road.</p>
<p>f) in the instance of conversions for residential purposes, sufficient parks, libraries, recreation centres and schools exist or are planned within walking distance for new residents</p>	<p>Similar test to PPS 2020 and Growth Plan 2020.</p>
<p>g) Employment lands are strategically preserved near important infrastructure such as highways and highway interchanges, rail corridors, ports and airports to facilitate the movement of goods</p>	<p>New test. The subject property is strategically located 850-meters south of Highway 401 on Markham Road which is an important interchange and access point for the movement of goods to/from the Scarborough-Highway 401 Employment Area</p>
<p>h) The proposal(s) to convert lands within Employment Areas will help to maintain a diverse economic base accommodating and attracting a variety of employment</p>	<p>Not applicable.</p>

uses and a broad range of employment opportunities in Toronto	
i) Cross-jurisdictional issues have been considered	Not applicable.

Based on our review above, a Conversion of the subject property would not meet the applicable Conversion/ Removal “tests” under Policy 2.2.4.17 (a-b) and (d-g).

## **TIMING OF A CONVERSION APPLICATION**

City Council established a Council-approved work plan for “Our Plan Toronto” – a MCR and Conformity Exercise with a commencement date of August 04, 2020. A major component of the MCR 2020 process was the consideration of employment conversions and removals from the *Employment Areas* for non-employment uses or the broadening of permissions on a site-specific basis. The deadline for submissions established by Council was 1-year from the commencement date of the MCR 2020 – August 03, 2021. Late submissions would not have been accepted.

In our opinion, it would have been highly unlikely that a complete application could have been made prior to the deadline. Based on the City’s MCR 2020 Work Plan the submission requirements were far more extensive and robust than during the previous MCR 2011. During the previous MCR 2011 the City received over 140 requests for conversion for which no minimum submission requirements or fees were associated.

Submission requests to convert lands could be submitted in one of two ways: a complete application for an Official Plan Amendment; or, a written request with supporting materials to City Planning, subject to a \$20,000 user fee established under Chapters 441 and 442 of the Municipal Code. In both cases, proponents were required to include a response to the Growth Plan (Policies 2.2.5.9) and Toronto Official Plan (Policies 2.2.4.17) conversion and removal tests, including the submission of a Compatibility/ Mitigation Study (**C/M Study**) (Policy 2.2.4.5, 2.2.4.7, 2.2.4.8 and Schedule 3) that would be subject to a third-party peer review at the cost of the applicant.

The City posted terms of reference for the C/M Study which also referenced Ministry of the Environment, Conservation and Parks (**MECP**) legislation, regulations and guidelines. In March 2021, the MECP issued a draft Land Use Compatibility Guideline to assist planning authorities in preparing C/M Studies. Basically, a C/M Study is a technical report describing any potential land use impacts by type (traffic, noise, vibration, and emissions, including dust and odour) and the severity, frequency and duration of the impacts and proposed mitigation measures for businesses within 1,000 meters of a subject site and whether neighbouring land uses are separated.

The C/M Study also inventories and documents compliance history of industrial/ commercial operations in the vicinity and classification of major facilities both existing and planned.

Other studies by qualified consultants may also be required and may include: an Air Quality Study, Vibration Study, Noise Impact Study, Functional Servicing Report, Transportation Impact Studies (TIS), Environmental Impact Reports (Phase 1 or 2), Site Plan, Site and Building Elevations, Site and Building Sections and any other technical reports or studies necessary to support the conversion request.

Below is an excerpt of the “Required Contents” of an M/C Study taken from the City’s terms of reference materials on their web site.

Required Contents
Provide details of assessment criteria.
Provide details regarding the methodology used and assessment locations.
Discuss how the proposed development is consistent with the Provincial Policy Statement, is in accordance to the <i>Planning Act</i> (as amended), and conforms to The GPGGH, as such policy and regulations may be amended or replaced from time to time, as it applies to the planning and development of sensitive land uses in proximity to Employment Areas.
Discuss all of the required technical details listed in the “Description” for the Study as listed below.
Any potential land use compatibility impacts by type (i.e., traffic, noise, vibration, and emissions, including dust and odour) and the severity, frequency and duration of such impacts, as may be appropriate for each type, that may cause an adverse effect on the proposed development;
Any existing approval or other authorization from the Ministry of the Environment, Conservation and Parks (MECP), such as an Environmental Compliance Approval or a registration in the Environmental Activity and Sector Registry, for major facilities whose influence areas include any portion of the applicant’s property and the extent to which the proposed development may affect the major facilities’ compliance with applicable environmental policy, regulations, approvals, authorizations and guidelines, including the noise provisions of the City’s Municipal Code.
Within the immediate area of the proposed development, the history of any complaints received by the City and MECP.
Reasonable potential intensification, operational changes and expansion plans for existing major facilities and the potential for new employment uses to be established in the Employment Areas and the potential impacts of such changes.
The potential land use compatibility issues the proposed development may create that could have a negative impact on the integrity of adjacent or nearby Employment Areas and major facilities. Impacts on the integrity of Employment Areas and major facilities shall be considered.
Identify and analyse the potential impact current, future and reasonable potential operations and activities of the nearby Employment Areas and/or major facilities may have on the proposed development.
Identify and analyse the impact the proposed development may have on the current and reasonable future operations and activities of the nearby Employment Areas and/or major facilities. This will include an assessment of all existing approvals or other authorizations from the MECP, such as an Environmental Compliance Approval or a Registration in the Environmental Activity and Sector Registry for major facilities whose influence area includes any portion of the applicant’s property. It will also include a description of the extent to which the proposed development may affect the existing approvals or other authorizations from the MOECC, such as an Environmental Compliance Approval or a
Registration in the Environmental Activity and Sector Registry.
Identify and analyse any complaints received by the City and/or the MECP concerning nearby Employment Areas and/or major facilities.
Recommend mitigation measures for incorporation into the proposed development, Employment Areas and/or the major facilities.
Demonstrate how the recommendations adhere to all MECP minimum standards for noise, dust and odour as set out in all applicable environmental legislation, regulations and guidelines and how the recommendations allow for Employment Areas to be planned/used for their intended purpose.

At the effective date, there were 110 days of which there were 75-working days (15-weeks) to put together a complete submission for conversion sufficient to address the Growth Plan 2020 policies and the City’s Conversion and Removal Policies for *Employment Areas*, including the preparation of a C/M Study and other supporting materials, plans and reports.

Setting aside the \$20,000 nonrefundable submission fee, we estimate (ballpark) the time required to retain the various consultants (2-3 weeks), identify and coordinate a work program as a team and have the consultants prepare their respective reports would be near impossible. For residential conversion requests the proponent is required to demonstrate the proposed uses. The architectural drawings would need to be completed with sufficient detail (8-12 weeks) to send to the other consultants to complete their technical work and analysis (8 weeks minimum) plus coordination and review (2-4 weeks), revisions (2 weeks) and final submission (2 weeks). In total, we estimate the process would typically take between 6 to 8 months or longer.

Based on the above estimate, it is unlikely that a submission could be prepared between the effective date and the August 03, 2021 deadline.

The Bousfield Report suggests that the PPS 2020 includes an “exception” allowing an employment conversion review to occur outside of an MCR if a property is not designated a PSEZ (page 11 Paragraph 3). To clarify, Policy 2.2.4.16 would prevent any consideration of a conversion that is not part of a City Council initiated MCR.

## **TIMING OF THE NEXT MCR – s.26 THE PLANNING ACT**

The *Planning Act* requires that a MCR take place every 10-years for a newly adopted official plan and every 5-years thereafter, to ensure conformity with the Growth Plan. The City’s next *municipal comprehensive review* at which an *Employment Area* conversion request could be brought would be 5-years from whenever the City’s MCR OPA’s come into effect (s. 26(1.1)(b) of the *Planning Act*) and are approved by the MMAH. That is, if the August 03, 2021 deadline was not met or the conversion request was rejected or denied, the next opportunity to submit a conversion request to the City of Toronto was probably 2029 at the earliest.

As it happens, the first MCR OPA came into effect on December 23, 2023; however, two other OPA’s have not been approved, and are not yet in effect and therefore, the next 5-year period has not yet begun.

Even a timely submission to convert the subject property for residential purposes would be very unlikely to succeed. City Council previously rejected a request to convert the subject property to a *Mixed Use Areas* designation and nothing had changed at the effective date (and to this day) to suggest that the City would reverse itself on this same issue.

## **THE CASE OF 920 - 930 PROGRESS AVENUE**

The reasonableness of our planning analysis set forth in this report is demonstrated by the City’s consideration and rejection of the conversion request for a property that bears numerous similarities to the subject property, namely 920 to 930 Progress Avenue. This conversion request submission was submitted on August 03, 2021 to redesignate all of the lands at 920 to 930 Progress Avenue from *General Employment Areas* to *Mixed Use Areas*.

In our opinion, the application warrants consideration as a “check” on our planning analysis as to whether or not an application in respect of the subject property would or would not have been approved by City Council. Our consideration of the application uncovered facts that are inconsistent with the Bousfield Report conclusion that the City would have “likely” supported an employment land Official Plan Amendment/ Conversion from a *General Employment Area* designation to a *Mixed Use Area* designation for the subject property.



920 to 930 Progress Avenue is a comparable property in terms of its size, location (less than 250 meters away), it has similar land use controls, it contains an improved place of worship and includes ancillary uses (recreation and community facilities) and also proposed seniors' accommodation with linkages to the existing place of worship.

**Table No. 1** below includes a comparison of the subject property and 920 to 930 Progress Avenue:

<b>Table No. 1</b> <b>Comparison of 1250 Markham Road and 920-930 Progress Avenue</b>		
<b>Address:</b>	<b>1250 Markham Road</b>	<b>920 – 930 Progress Avenue</b>
<b>Improved Place of Worship</b>	Global Kingdom Ministries	Holy Cross Armenian Episcopal Church
<b>Community Centre</b>	GKM Recreation and Community Facility	Barev Canadian Armenian Community Centre
<b>Official Plan: Map 2 Urban Structure</b>	<i>Employment Areas</i>	<i>Employment Areas</i>
<b>Official Plan: Map 22 and Map 23 Land Use Designation</b>	<i>General Employment Areas</i>	<i>General Employment Areas</i>
<b>Zoning: Scarborough Employment District By-law 24982</b>	<i>Industrial (M)</i>	<i>Institutional (I)</i>
<b>City Neighbourhood:</b>	Woburn #137	Woburn #137
<b>Location:</b>	250 m south of 920 to 930 Progress Avenue	250 m north of 1250 Markham Road
<b>Site Area:</b>	4.259-acres	3.6-acres
<b>Existing Context:</b>	West Side Markham Road – <i>Scarborough Highway 401 Central Employment Area</i>	East Side Markham Road at Progress Avenue (northeast corner) – <i>Scarborough Highway 401 Central Employment Area</i>
<b>City Staff Final Assessment: Conversion Request to Permit <i>Mixed Use Area</i></b>	Refusal/ Denied	Refusal/ Denied
<b>Proposal:</b>	Place of Worship and Seniors “Life-Lease” Residential Accommodation	Place of Worship and Seniors Accommodation
<b>Proponent Conversion Request:</b>	<i>Mixed Use Areas – MCR 2011</i>	<i>Mixed Use Areas – MCR 2020</i>
<b>City Staff Recommendation</b>	SASP 450 <i>General Employment Area</i>	SASP 834 <i>Institutional</i>

The City rejected the Conversion submission in respect of 920 to 930 Progress Avenue because:



- 1) Need was not demonstrated for the conversion to meet the Provincial population forecast for Toronto or to address an incompatibility of *Employment Areas* permissions with existing adjacent land uses;
- 2) There was a lack of existing higher order transit (BRT, LRT, Subway or Go) to support high density residential intensification through a Conversion;
- 3) There was a lack of “walkable” existing and planned community infrastructure, with most located outside a 1,000 meter radius of the lands and most requiring the crossing of major streets;
- 4) The outreach to local industry identified concerns regarding increased pressure from residential encroachment that would make it difficult to expand or upgrade as well as identifying potential impacts to goods movement in the area and potential increased local traffic; and,
- 5) A “straight” *Mixed Use Areas* would not provide the City with the opportunity to facilitate a limited amount of residential including an affordable housing component with desired cultural linkages to an existing place of worship. Nor would it still protect or preserve employment uses on site and those in the surrounding area.

It is noted that the City applied a similar planning rationale to 920 to 930 Progress Avenue that it applied to the subject property and 1256 Markham Road. And, it is on this basis that City Staff and City Council did not support a conversion and redesignation of the subject property to *Mixed Use Areas* in 2013 and would not support a conversion and redesignation at the effective date.

In other words, the permission for 1256 Markham Road was tied to 1250 Markham Road remaining a place of worship. And there is nothing to suggest 1250 Markham Road would be considered a desirable or appropriate Conversion site for mixed use development as an existing place of worship. In other words, the continued existence of the church on the property was the basis for considering the development and the previous Conversion, with the ongoing operation of the church and the community benefiting from the seniors housing accommodation on the property, not as a “stand-alone” development site.

The City Staff report stated:

“In staff’s opinion, the redesignation of 920 and 930 Progress Avenue to *Institutional Areas* with a SASP would provide an opportunity to facilitate this development while still protecting and preserving employment uses on site and those in the surrounding area. The redesignation would recognize the existing place of worship use and the SASP would permit a limited amount of residential uses to support the community and assist with aging in place in close proximity to the place of worship. The SASP would also limit the types of residential uses permitted ...”.

In our opinion, 920 to 930 Progress Avenue is comparable to the subject property and confirms our conclusion that it is highly unlikely that City Council would have supported a request for conversion of the subject property to *Mixed Uses Areas* for the following reasons:

- 1) The preliminary assessment for 920 to 930 Progress Avenue concluded that:

“Based on staff’s preliminary assessment, the lands should be retained as *Employment Areas* and continue to be designated as *General Employment Areas*.”

- 2) The Final Assessment for 920 to 930 Progress Avenue summarizes the City’s position not to support redesignation to a *Mixed Use Areas* designation, and the assessment could equally apply to the subject property as follows:

“... While there is no need to convert *General Employment Areas* at 920 and 930 Progress to meet the Provincial population forecast for Toronto or to address an incompatibility of *Employment Area* permissions with existing adjacent land uses, a conversion from *General Employment Areas* to *Institutional Areas* with a SASP to permit seniors accommodation facilities and other residential uses on a limited portion of the lands can provide a complete community and manage the proposed conversion (or the future development of the lands related to the existing institutional uses) in the local context while still protecting and preserving nearby lands designated for strictly employment uses. ...

Where conversion requests propose residential uses, the proximity of community services and facilities such as schools, libraries and community centres are one of the considerations examined by staff. Staff are concerned with the lack of access to existing higher order transit and other community facilities with the proposed conversion straight to *Mixed Use Areas*. Staff have identified that the majority of the existing and planned community infrastructure to accommodate the proposed conversion request to *Mixed Use Areas* is outside a 1,000 m radius of the lands and most require crossing major streets.

However, the location, existing context with a place of worship and proximity to institutional uses, and the requestor’s proposal to facilitate closer cultural linkages between the existing place of worship and the community, in staff’s opinion, the redesignation of 920 and 930 Progress Avenue to *Institutional Areas* with a SASP would provide an opportunity to facilitate this development while still protecting and preserving employment uses on site and those in the surrounding area. The redesignation would recognize the existing place of worship use and the SASP would permit a limited amount of residential uses to support the community and assist with aging in place in close proximity to the place of worship. The SASP would also limit the types of residential uses permitted. ... The SASP would also:

- Require a minimum of 10,000 square meters, or 15% of the total GFA, whichever is greater, which will be comprised of non-residential uses and built prior to or concurrent with any residential uses on site;
- Include affordable housing requirements that will support the change in land use and secure a mix of housing for the future residents of the area. This would include a minimum of 5% of the total new residential gross floor area secured as affordable rental housing or a minimum of 7

percent of the total new residential gross floor area shall be secured as affordable housing ownership;

- Limit residential uses on the lands to a maximum of 40% of the site's area; and
- Other requirements including a block context plan and compatibility/mitigation study."

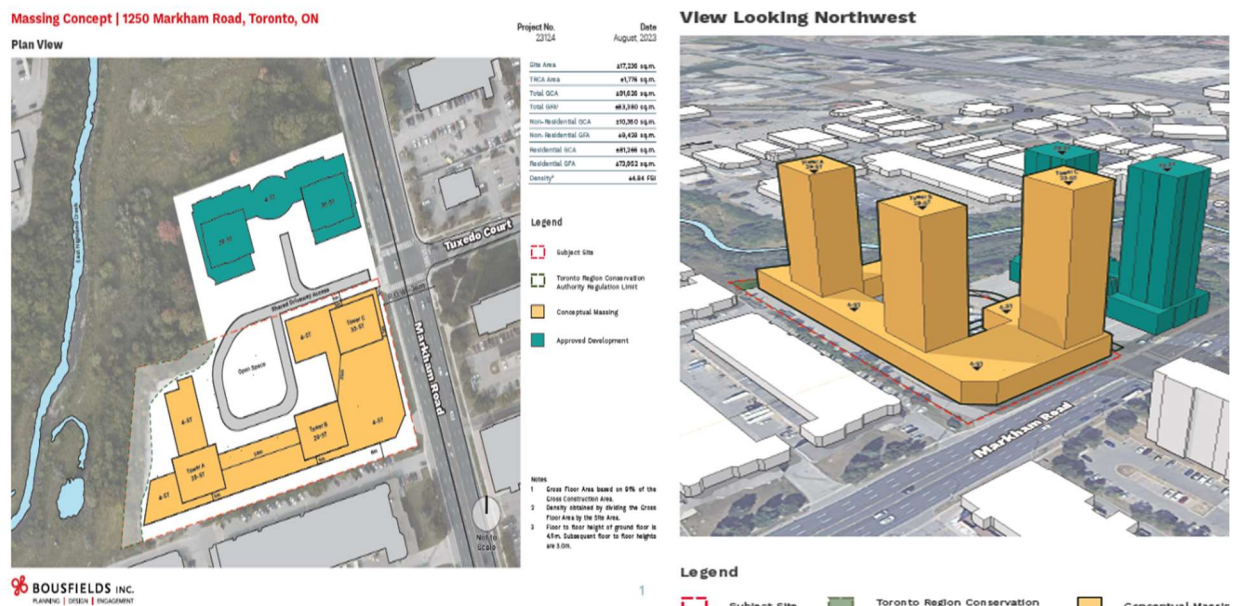
## RESPONSE TO THE BOUSFIELD REPORT

### Bousfield Development Option 3

The Bousfield Report considered three potential development options for the subject property, as set out below:

1. Continuation and potential expansion of the Place of Worship use.
2. Other employment (non-residential) uses.
3. Residential/mixed-use development.

The Bousfield Report concludes that Option 3: Residential/ Mixed Use Development is the preferred redevelopment option for the subject property at the effective date as shown on **Figure No. 19** Below.



The Bousfield Report anticipates approval would likely be obtained by April to July 2024 with support by City Council. The report estimates that a MCR OPA would have been adopted prior to January 15, 2023 (135-days) similar to the process followed for conversion of the 1256 Markham Road property as part of OPA 231 and approval of a rezoning would take 15-18 months i.e., approved by April to July 2024 (assuming no appeal to the OLT).

## Reasons Bousfield Option 3 Would Not Be Approved

In addition to our opinion that Option 3 would not be approved by the City and City Staff because of nonconformity with the PPS 2020, the Growth Plan 2020 and the City's Conversion Policies, we also believe that the City and City Staff would have additional concerns including, but not be limited to the following:

- "Overdevelopment" of the site (density, gross floor area, height and massing).

The subject property is almost twice as large as the adjacent property (1256 Markham Road), and the massing at 4.48 FSI renders almost twice the amount of GFA that was approved for 1256 Markham Road. As a combined redevelopment site Option 3 represents a GFA of 130,380 m<sup>2</sup> or 1,404,399 ft.<sup>2</sup> of high density residential uses as shown on **Table No. 2** below.

Table No. 2 1250 Markham Road – Combined Density				
Property Address	Site Area	Gross Floor Area (m <sup>2</sup> )	Gross Floor Area (Ft. <sup>2</sup> )	FSI
1256 Markham Road	2.41	47,000	505,904	4.84
1250 Markham Road	4.26	83,380	897,495	
<b>Combined Site</b>	<b>6.7</b>	<b>130,380</b>	<b>1,404,399</b>	

- Increased intensity of use - tenure and population equivalency per unit;

Option 3 results in a higher "intensity of use" than the seniors accommodation proposed for 1256 Markham Road. A Community Services and Facilities Study<sup>6</sup> (**CS/F Study**) originally prepared for 1250 Markham Road in 2015 and revised in 2018, estimated that based on the proposed unit mix and type, 1256 Markham Road would conservatively yield up to 775 people (565 units) considering the unique tenure and proposed restrictive covenants. The Bousfield Report does not provide a unit count, but using an average unit size of 83 m<sup>2</sup> (895 ft.<sup>2</sup>) (1 bedroom plus den and 2 bedroom plus den) "similar" to 1256 Markham Road, we estimate the project would represent approximately 1,004 units at 2.7 persons per unit (apartments) or a yield of up to 2,710 people – 350% more people than 1256 Markham Road.

- Increased parking and traffic generated from the development;

Option 3 would require parking at the City of Toronto parking standard for a mixed-use building in accordance with Table 200.5.10.1; whereas, the LPAT specifically approved a reduced parking ratio for a dwelling unit under the sponsorship of a non-profit organization with a minimum of 0.6 parking spaces per dwelling unit. The total parking required for 1256 Markham Road was 339 spaces. The Bousfield Report does not provide a parking or unit count. To estimate the required parking for Option 3 we relied upon a "similar" development proposal at 1125 – 1137 Markham Road and 2141 Ellesmere Road. Utilizing a parking ratio less than the

<sup>6</sup> Community Services & Facilities Study – 1250 Markham Road, prepared for GKM by J. Barnett, MCIP, RPP, 2018.

City By-law, a total of 1,054 spaces on 5 underground levels were proposed for the project with 1,040 units (75,656 m<sup>2</sup> GFA). 1256 Markham Road requires 339 spaces; whereas Option 3 would require close to 1,054 spaces – or 300% more parking and cars utilizing the existing road network.

- Inadequate site access to Markham Road which appears to be concentrated at the intersection with Tuxedo Court and shared between the two properties;
- A lack of community and recreational services;

Community services and facilities are an important consideration examined by Staff and Council as part of a land conversion assessment to permit residential uses. Policy 2.2.4.(17 f) requires sufficient access and proximity to parks, libraries, recreation centres, and schools within walking distance for new residents. The CS/F Study completed for 1250 Markham Road originally identified a concern that this area did not have sufficient community services and facilities to accommodate market condominium units. Option 3 represents a more intense concentration of residential uses than what was proposed for 1256 Markham Road and therefore an increased requirement for community services and facilities. In our opinion City Staff and Council would not be supportive of a conversion of the subject property.

- A lack of higher-order transit;
- Adverse impacts resulting from the increased residential pressure and encroachment on the adjacent and surrounding *Employment Areas* which may impact existing businesses and industry;
- No provision for affordable housing or inclusionary housing which formed the basis of support for the seniors housing permissions granted for 1256 Markham Road.
- Lack of any “separation distance” buffering or mitigation measures (if any exist) between the residential uses and the employment area other than a proposed 6.0 meter wide drive aisle and a 2-meter landscape strip.

In our opinion, City Staff would be concerned with the proposed Option 3 Massing Concept as the site organization in its current form with the number of buildings (3 tall towers and a 4-storey podium wings), heights (33-storeys which would be the tallest buildings in the area), lack of separation distance between the employment uses to the south, and the proposed bulk massing and density which appears to be “over-development” with impacts on the surrounding area. Even if an employment land conversion was possible, which in our opinion, it is not, the proposed height, density and built form would not be supported by City Staff and would increase the chance of a prolonged and contested rezoning and OLT appeal, and extend the approvals timeline adding development risk. Option 3 in our opinion, does not represent an appropriate scale of development, nor does it respond to the existing and planned context for this location.



A number of additional practical considerations strongly suggest a proposal to Convert the subject property would be rejected by City Council, including:

- a) A “straight” (meaning one that is unrestricted or unqualified) redesignation from an *Employment Areas* use to a *Mixed Use Area* designation that does not preserve the existing place of worship and recreational and community facilities on the subject property, would not provide City Staff or City Council an opportunity to fully assess and consider the necessary components of a “complete community” (a term defined by the Growth Plan 2020), with the necessary infrastructure to service an increased residential population.
- b) A *Mixed Use Area* designation would also not enable staff to broadly consult and undertake a planning assessment and review before introducing residential uses on lands not previously designated for such uses, and may result in unintended consequences, such as resident populations with little or insufficient nearby services or lack of services.

## Reasons Why the Bousfield Density is Too High

The Bousfield Report opines that based on their Option 3 Massing Concept a density in the order to 5.0 FSI would be generally appropriate having regard for the approved density of 4.85 FSI at 1256 Markham Road as well as approved densities at the surrounding area listed on page 5, Table 1 of the Bousfield Report and summarized on our **Table No. 3** below:

Table No. 3 Bousfield Report Comparable Properties					
No.	Address	Proposed Use	Height (Storeys)	Density (FSI)	Status
1	1221 Markham Road	Residential	20, 26 and 30	3.49	Approved
			20, 24 and 28	3.89	Proposed
2	1125-1137 Markham Road and 2141 Ellesmere Road	Residential	6, 19, 34, 36	6.7	Proposed
3	1-2 and 30-40 Meadowglen Place	Residential	3 (TH), 14, 16, 28, 28	5.69	Approved
4	1021-1035 Markham Road	Mixed Use Residential	34	9.29	Approved

None of the above comparison properties are comparable for the following reasons:

- 1) None of these sites are existing employment lands, they are all residentially designated land that did not require conversion;
- 2) The development applications referenced are for increases in height and density not a change in designation or use, and as a result not comparable;



- 3) None of the sites identified are close to or contiguous to an *Employment Area*, and none of the properties required an employment area conversion to permit residential redevelopment;
- 4) All of the sites are within an area which requires a much less onerous or different level of “test” to be applied for development than for land in an *Employment Area* conversion; and,
- 5) All of the sites are located in an area where the City explicitly and deliberately recognizes and encourages residential intensification. This area is the Markham-Ellesmere Revitalization Study Area (**MESRA**) approved by City Council and adopted by Official Plan Amendment No. 71 (**OPA 71**) and site and area-specific policy 322 (**SASP 322**).

With the exception of a brief mention of the above properties, there is no analysis provided regarding the above properties, their existing or built context or planned context or why these development projects have been selected as the basis for supporting an FSI number.

We completed our own review of development applications within a 500-meter radius and identified four sites all located in the MERSA – SASP 322 area on the east side of Markham Road. These sites are representative of the “revitalization” and “infill” development occurring on the east side of Markham Road. Three of the four sites have previous residential development permissions and in the case of 1221 Markham Road only a modest increase in density beyond what was approved in 2011 by the OMB is proposed.

In our opinion, there is no prevailing development pattern with respect to height and density in the immediate area that would suggest an FSI of 5.0 and/ or a height of 33-storeys is appropriate and or supportable for the subject property. In fact, these heights and densities would set a precedent for height and density in the area that would likely have future unintended consequences.

## **Bousfield’s Planning Rationale – 6 Bullets**

Page 18 and 19 of the Bousfield Report sets out their reasoning in six bullet points for their opinion that a request to convert the subject property to *Mixed Use Areas* would likely have been supported.

The six bullets points are listed below, followed by our response:

### **Bousfield Bullet Point #1:**

- “City Staff and Council had supported the conversion of the 1256 Markham Road property in 2013 based on a planning rationale that would similarly apply to the subject site i.e. its frontage on a major road, its separation from the larger Employment Area to the west by the East Highland Creek valley and its location opposite a residential community on the east side of Markham Road. Importantly, City staff concluded that the conversion of 1256 Markham Road property would not adversely affect the overall viability of the employment area.”

This statement is a gross over-simplification and ignores that:

- a. The land use permissions granted to 1256 Markham Road were reliant upon the subject property remaining *Employment Areas* and remaining a place of worship.
- b. The residential permissions granted by City Council and the LPAT were limited to a seniors only residential building with cultural linkages to the church, not a stand-alone market condominium.
- c. The City and LPAT always considered the subject property and 1256 Markham Road as one large comprehensive development site. The redevelopment of the north parcel has always been tied to the church remaining at 1250 Markham Road with the 1256 Markham Road development always pursued to provide affordable seniors accommodation in a “life-lease” format.
- d. City Council in 2013 considered the subject property as a “unique” opportunity granting an “exception” through a site and area specific policy, to retain the place of worship, notwithstanding OPA 231 affirmed the City’s position that places of worship (and other sensitive uses) were not permitted in City-wide Employment Areas.

The Bousfield Report also ignores the fact that City Council did not support a conversion/redesignation for *Mixed Use Areas* on the entire site, even though that is what the church (GKM) requested (see **Appendix 1**).

In this context, the Bousfield Report diminishes the importance of the fact that the subject property has already been assessed by City Staff and City Council as to its suitability for conversion/redesignation for residential uses – and was refused conversion to a *Mixed Use Areas* designation that would permit residential uses. Any suggestion that City Staff or City Council would take a counter position at the effective date and reverse their original planning position and support an employment conversion on the subject property to a *Mixed Use Area* designation, is in our opinion without merit.

**Bousfield Bullet Point #2:**

- In our opinion, the conversion request would be consistent with the PPS and would conform with the Growth Plan, in particular Policy 1.3.2.4 of the PPS and Policy 2.2.5.(9) of the Growth Plan.

As summarized in this report, it is our opinion, that a conversion request for the subject property would not be consistent with the PPS 2020 Policy 1.3.2.4 and would not conform with the Growth Plan 2020, Policy 2.2.5.9.

The Bousfield Report downplays the importance of the policy context for *Employment Areas* and ignores the intent of the PPS 2020 and the Growth Plan 2020 to prohibit residential uses in an *Employment Area* and does not address the criteria in the Growth Plan 2020 (Policy 2.2.5.9) or the Toronto Official Plan Conversion/ Removal tests (Policy 2.2.4.17).

The Bousfield Report ignores the significance of the Growth Plan policies for Conversion. In fact, Bousfield's do not address them at all in their report. The Bousfield Report does not provide any explanation or justification as to how the policies in the PPS 2020 or the Growth Plan 2020 Policy 2.2.5.9 (a-e) are satisfied. A brief paragraph on page 12 of the report refers to Policy 2.2.5.9 but there is no further discussion of the policies themselves or how they are applied to the subject property.

**Bousfield Bullet Point #3:**

- The subject property is not located in a Provincially Significant Employment Zone (PSEZ).

Although the subject property is not protected by the province as a PSEZ, this does not mean that that the *Scarborough - Highway 401 Employment Area* in which the subject property is located is "insignificant" or "unimportant" employment land to the City of Toronto as discussed above.

**Bousfield Bullet Point #4:**

- Intensification of the subject site for residential/ mixed use purposes would promote the achievement of transit-supportive intensification in accordance with the PPS and Growth Plan, given the site's frontage on Markham Road, a major arterial road served by existing "frequent transit", and its proximity to Ellesmere Road, which will be served by planned "higher-order transit" (the Durham-Scarborough BRT).

The Bousfield Report places undue focus on the impact the redevelopment of the subject property would have on promoting the achievement of transit-supportive intensification in accordance with the PPS 2020 and the Growth Plan 2020.

Although there are sufficient existing surface bus routes in the area, there is no higher-order transit (LRT, BRT, GO or subway stations in the area) and the Durham Scarborough BRT is still in the design stage with no firm date as to its completion. Bousfield's position also overstates the existing state of transportation in the area and the suggested impact a redevelopment of the subject property would have on such matters. The subject property like other properties along Markham Road, Ellesmere Road and Progress Avenue (all major arterial roads) they are served by "frequent transit" meaning TTC buses. And, although Ellesmere Road is planned to be served by future "higher-order transit" (the Durham-Scarborough BRT), at the effective date there was no timeframe as there is no indication even that as a surface line transit the BRT would be operational in the near to foreseeable future and whether or not its operation would constitute a meaningful contribution to mass higher-order transit as contemplated by the province.

The subject property is not located on an Avenue and is not proposed in a MTSA. The closest higher-order transit location would be in the Scarborough City Centre which is 2.7-kilometers away.

**Bousfield Bullet Point #5**

- In our opinion, the conversion request would conform with the conversion policies in the Official Plan and, in particular would conform with Policy 2.2.4(17).

As summarized in this report, it is our opinion, that a conversion request for the subject property would not meet the City's Conversion/ Removal "tests" set out in Policy 2.2.4.17. The Bousfield Report diminishes the importance of the policy context for *Employment Areas* in the City of Toronto Official Plan and ignores the intent of the Official Plan to prohibit residential uses in an *Employment Area*. Surprisingly, in coming to their opinion, Bousfield does not discuss or analyse any of the nine criteria (a-i) in Policy 2.2.4.17 separately at all in their report.

**Bousfield Bullet Point #6**

- Residential/ mixed uses on the subject property would be compatible with the existing and approved residential and commercial uses to the north and east, and with the industrial-commercial uses in the multiple-unit buildings to the south, which consist predominantly of retail, showroom and office uses."

The Bousfield Report Massing Concept proposes the removal of 4.592-acres of employment lands and the introduction of approximately 83,380 m<sup>2</sup> (897,495 ft.<sup>2</sup>) of additional residential GFA, over and above the 47,000 m<sup>2</sup> (505,904 ft.<sup>2</sup>) of GFA approved for 1256 Markham Road. This expansion and intensification would result in a concentration of nearly 130,380 m<sup>2</sup> GFA (1,403,399 ft.<sup>2</sup>) of "sensitive land uses" located immediately adjacent to the existing *Employment Area*. In our opinion, City Staff and Council would be concerned that this concentration of "sensitive land uses" was inappropriate for this location and would result in land use conflicts. The Bousfield Report makes no mention or reference to a Compatibility/ Mitigation Study and its mandatory requirements. There is no evidence to support the statement that residential uses would be compatible with the employment uses in the area.

## **CONCLUSIONS**

Based on our overall summary of findings above, our conclusions are as follows:

1. It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.
2. Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.
3. The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law (described specifically below).
4. The Bousfield Report Massing Analysis - Option 3 is simply a hypothetical design exercise which the Bousfield Report was careful to point out, is predicated on an employment land conversion. City Council had already considered and rejected an employment conversion

**PLANNING CONSULTANCY REPORT**

*Mr. A. Stephens – Miller Thomson LLP.*

*1250 Markham Road, City of Toronto.*



request by GKM to permit residential uses on the subject property in 2013 and nothing had changed to suggest the City would reverse itself on the same issue.

Respectfully submitted,

**gsi Real Estate & Planning Advisors Inc.**

A handwritten signature in blue ink that reads 'Catherine Spears'.

Respectfully submitted,

Catherine A. Spears, MCIP, RPP  
Registered Professional Planner

## APPENDIX 2 – GKM CONVERSION REQUEST LETTER

Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.



PG28.2.177

20 November 2013

Committee of Adjustments  
Councilor Glenn DeBaeremaeker

To Whom It May Concern:

I write this letter to request that the property located at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9, be considered for a zoning change allowing for mixed-use residential.

Global Kingdom Ministries, previously known as Scarboro Gospel Temple, was founded in Scarborough at the north west corner of Markham Road and Greenbrae Circle in 1957.

In 2006, Scarboro Gospel purchased just over 11 acres of property located on the west side of Markham Road at Tuxedo Court – 1250 Markham Road – to construct a new church facility.

All conditions were met with the city, including a transfer of 5 acres of land to the city, running along the Highland Creek bed. In spring of 2008, we officially opened our new church facility, a 55,000 square foot building, built to meet the needs of our local congregation and local community. We quickly became a centre for many community events running alongside our own church events. Due in large part to our increased community involvement, we were fortunate to construct phase 2 of our building in 2011 – a 25,000 square foot addition, housing a full size gymnasium with stage and change room facilities, kitchen facilities and additional meeting rooms and offices. Today, we offer space to a local community organization – Community Outreach. They further reach into the community offering programs, such as ESL, for community events and gatherings, and have even launched a hot soup program whereby community residents in need can receive a hot bowl of soup at no charge.

We are in the midst of now planning our 3<sup>rd</sup> phase of expansion to the church facility to meet our growing needs. Part of this expansion is to begin to plan for the construction of a separate stand-alone residential building that would offer non-assisted, but affordable condominium style "Life-Lease" housing for seniors. As Global Kingdom Ministries has grown, and as the community around matures, we have seen a need for seniors' housing. As we have only begun to explore what options, if any, were available to us for the construction of such a building, we have had very preliminary discussions with our local city councilor – Councilor Glenn DeBaeremaeker. It was through these discussions that we have just been told of the upcoming moratorium on any zoning changes away from employable industrial/commercial lands to

Global Kingdom Ministries Inc.

1250 Markham Road, Toronto, Ontario, M1H 2Y9 • Phone: 416.438.1601 • Fax: 416.438.0047 • [www.globalkingdom.ca](http://www.globalkingdom.ca)



## APPENDIX 2 – GKM CONVERSION REQUEST LETTER

Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.

other zoning permissions, including residential. As we are a church facility, not involved in the commercial development of lands, we were not aware of such a change occurring. However, given what our plans are for the future for the local church body and local community at large, we feel it prudent to ask the committee to consider for such a zoning change.

It is therefore our wish that this letter be considered such a request.

Global Kingdom Ministries located at 1250 Markham is constructed on M1 Industrial lands, which allow for a place of worship. The lands were previously an unused old farm property with an untended apple orchard on it. To the immediate south, is a mixed-use development property, today housing light industrial, commercial, medical and retail buildings and units. To the immediate north of us is a McDonald's restaurant, which is located south of Progress Avenue. Across Markham Road at Tuxedo Court, to both the north and south of Tuxedo Court, are apartment buildings and condominiums, which make up one condominium, Ontario Housing Assisted building and privately held buildings. There is also a small grocery and a Tim Horton's fronting Markham Road just to the north of Tuxedo Court. There is a plaza south of these buildings, which has recently applied for and received (to our knowledge) approval of a mixed-use residential/commercial site development for the future.

As Global Kingdom Ministries is not a commercial developer for profit, we are looking to internally develop a non-assisted living complex for seniors that would focus on the church congregation and local community. This would offer a community-based living style for seniors, offering community and activities at the local church, and other various community-based activities. It is important to note that we would not only be looking for a residential allowance, but also a commercial component. As a development geared towards seniors and a seniors' living community, we would in fact create employment, where otherwise as a church property alone, we would not create employment. By this we mean that at the street level of such a development, we would wish to create retail opportunities, thereby creating new employment opportunities through the retail offerings, catering to the seniors living on the premise as well as to the local community. The envisioned retail and services could be the likes of a coffee shop, drug store, convenience store, healthcare and dental provider, etc... These facilities, along with the seniors' living facilities will also become tax-based revenue for the city.

In summary, we would ask the Committee to consider the above letter and the purposes of Global Kingdom Ministries, to build community both within the church community and local community, with the granting of a mixed-use residential and retail development zoning permission for the property located at 1250 Markham Road, Scarborough, Ontario M1H 2Y9.

Respectfully,

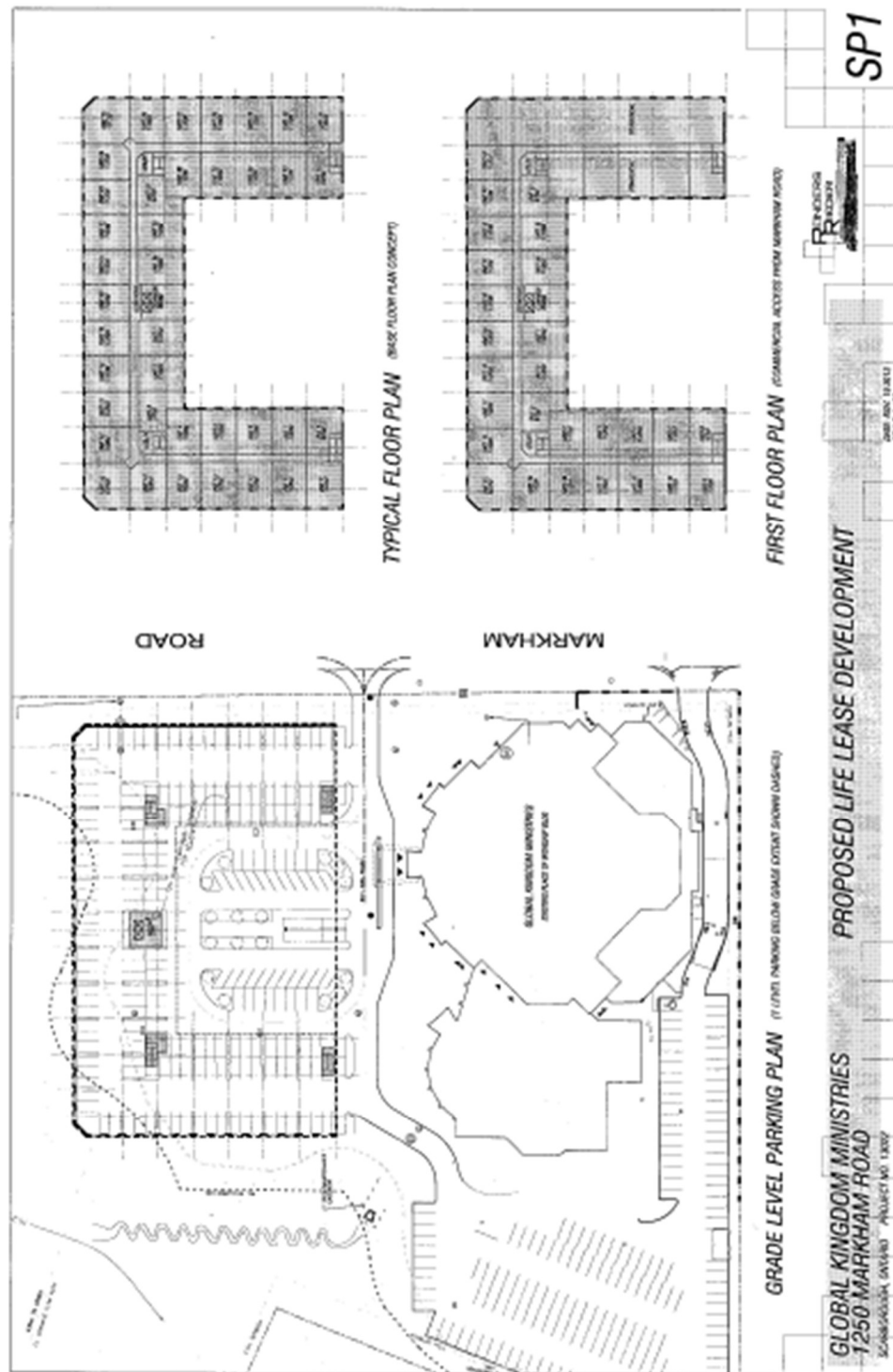


Tom Lodu  
Secretary  
Global Kingdom Ministries, Inc.

## APPENDIX 2 – GKM CONVERSION REQUEST LETTER

Mr. A. Stephens – Miller Thomson LLP.

1250 Markham Road, City of Toronto.





November 20, 2013

**Re: Request for City staff to review Global Kingdom Ministries  
Conversion Request, 1250 Markham Road**

Dear Planning Committee Chair and Members:

Please accept this letter as my request for committee to pass the following motion:

**That Committee request staff to review the conversion request by Global Kingdom Ministries,  
1250 Markham Road, and report to Council as part of item #PG28.2**

I recently met with representatives from Global Kingdom Ministries who outlined their wish to add residential units (seniors housing) to their church property. Their proposal includes building seniors housing on their existing parking lot.

While I am aware City staff are the end of a very long employment land study, I am requesting that City staff review the merits of this proposal. As the local City Councillor I am supportive of this proposal and believe housing on this church site will create jobs where none exist today.

Residential development on this site would not appear to destabilize any employment lands for the following reasons:

- The church site is surrounded to the north and west by a large Highland Creek ravine system of over 20 acres of greenspace.
- The church is abutted by greenspace to the north; and then a McDonald's restaurant, a road, a gas station, the Highway 401 off-ramp, and then the highway itself; but no industrial land.
- The church is abutted by greenspace to the west; with the closest industrial area separated by a large ravine system and which is not connected to the church site in any way.
- The church is abutted by Markham Road to the east and then a high density residential community; but no industrial land.
- The church is abutted by a stable retail, commercial, office and light industrial use property to the south that is subject to a 99 year lease; making it virtually impossible to change land use.

Should you have any questions or concerns please feel free to contact myself or Sujanthi Manivannan at 416-392-0204.

Cheers,

A handwritten signature in black ink that reads "Glenn De Baeremaeker".

Glenn De Baeremaeker  
Toronto Councillor  
Ward 38, Scarborough Centre

Toronto City Hall, 2<sup>nd</sup> Floor, Suite B31 • 100 Queen Street West • Toronto, Ontario M5H 2N2  
Telephone: 416-392-0204 • Fax: 416-392-7428 • Email: councillor\_debaeremaeker@toronto.ca

**Local Planning Appeal Tribunal** Tribunal  
d'appel de l'aménagement local



**ISSUE DATE:** January 30, 2020

**CASE NO(S):** PL140860

The Ontario Municipal Board (the “OMB”) is continued under the name Local Planning Appeal Tribunal (the “Tribunal”), and any reference to the Ontario Municipal Board or Board in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 17(36) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	10 QEW Inc. et. al.
Subject:	Proposed Official Plan Amendment No. 231
Municipality:	City of Toronto
LPAT Case No.:	PL140860
LPAT File No.:	PL140860
LPAT Case Name:	A. Mantella & Sons Limited v. Toronto (City)

**Heard:** September 16 - October 3, 2019 in Toronto, Ontario

**APPEARANCES:**

**Parties**

City of Toronto (the “City”)

Building Industry and Land  
Development (“BILD”)

Toronto Industry Network (“TIN”)

Canadian Propane Association  
 (“CPA”)

Morguard Investments and Revenue  
Properties (“Morguard”)

**Counsel**

Andrew Biggart and Christina Kapelos

John Dawson

Calvin Lantz

Calvin Lantz

Johanna Shapira and Lee English

RioCan REIT (“RioCan”)

Joel Farber and Michael Reedjik

## **DECISION DELIVERED BY GERALD S. SWINKIN**

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[1] This hearing event of the Local Planning Appeal Tribunal (the “Tribunal”) was the Phase 3 hearing of appeals against Official Plan Amendment 231 (“OPA 231”) as adopted by the Council of the City of Toronto (“City”) and as approved by the Minister of Municipal Affairs and Housing (the “Minister”).

[2] OPA 231 replaces the Employment Lands policies of the City Official Plan. There were numerous appeals filed with respect to OPA 231 and these have been dealt with by the Tribunal over a course of years since the issuance of the Minister’s Notice of Decision. In the interest of managing those appeals in a reasonable and efficient manner, the Tribunal has, with the assistance of counsel, divided them into categories and has been hearing them in phases and disposing of settlements and procedural matters through case management conferences.

[3] The subject matter of this Phase 3 hearing has been identified as Forecasting and Conversions. The title of the phase perfectly fairly describes the substance of the evidence heard by the Tribunal in this phase, which was evidence as to population and job growth forecasts through to a forecast year of 2031, and to the policies which are intended to govern the conversion of employment designated land to non-employment uses.

[4] At the outset of the hearing, Joel Farber, counsel to RioCan, rose to advise that he was requesting authorization to withdraw from the hearing. This withdrawal was predicated on the fact that a Phase 4 hearing has been authorized by the Tribunal, with the commencement date of that phase now fixed, which will deal with retail uses in employment areas. The nature of the RioCan appeals is that they are essentially related to the retail use policies of OPA 231 and will fully be dealt with in the Phase 4 hearing.

[5] Consequently, the Tribunal accepted Mr. Farber’s request and authorized the withdrawal of RioCan from this Phase 3 hearing.



**OPA 231 and the Application of the Growth Plan for the Greater Golden Horseshoe. 2006**

[6] OPA 231 was adopted by City Council at its meeting on December 16, 17 and 18, 2012 and was the subject of modification and approval by the Minister's Notice of Decision issued on July 9, 2014.

[7] Counsel for the Parties all acknowledge that, based upon application of the Transitional Matters – Growth Plan Regulation 311/06, as amended by O. Reg. 305/19, as filed, in particular, s. 4(1) paragraph 7 therein, the appropriate lens through which to test the conformity of OPA 231 with Provincial plans for the purpose of s. 3 of the *Planning Act* ("Act") is the Growth Plan for the Greater Golden Horseshoe, 2006 ("GP 2006"), which was the prevailing Growth Plan at the time of approval.

[8] The Tribunal, therefore, for the purpose of this Decision, will apply the test of conformity with Provincial plans upon the policies in GP 2006.

[9] However, counsel for BILD pressed upon the Tribunal the opportunity for the Tribunal to hear evidence through its witnesses as to the policies which are now applicable by virtue of the Places to Grow Growth Plan, 2019 ("GP 2019"), which came into effect on May 16, 2019.

[10] GP 2019 has brought about a new concept with respect to employment lands in the form of Provincially Significant Employment Zones ("PSEZ"), which has its own significance but also has significance with respect to the timing for consideration of requests for conversion of employment lands to non-employment uses. The Tribunal accepted that, although not to be treated as binding policy in this appeal, such evidence may have some relevance to the matters before it in these appeals and allowed the adduction of such evidence.

[11] A key aspect of what is before the Tribunal in these appeals is the consideration of the population and jobs forecasts set forth on Schedule 3 to the GP 2006 and attempting to obtain an understanding of where the City is in achieving those forecasts as well as understanding the likely arc of the projections developed to ascertain the prospect of achieving those forecasts by the year 2031.



[12] Knowledge of the measure of jobs in the City and the rate of job growth is key to planning for the identification of employment lands to accommodate those jobs now and into the future, with specific reference to the year 2031 as set forth on Schedule 3 to the GP 2006.

[13] Knowledge of the population in the City and the rate of population growth is key to planning in order to accommodate that population in housing units. This necessarily connects to a land base which has the capacity to accommodate the required number of dwelling units to house that population.

[14] These two knowledge streams inform the judgment which the Tribunal must make concerning the GP 2006 objective of protecting and preserving employment lands for the long-term against the potential need to convert such lands to non-employment purposes.

## **The Witnesses**

[15] The Tribunal heard from nine witnesses as follows:

### On behalf of the City

- Russell Mathew – a Registered Professional Planner with expertise in land economics
- Michael Wright – a Registered Professional Planner with expertise in demographics
- Rebecca Condon – a Registered Professional Planner with expertise in economic development matters
- Stephen Dixon – a Registered Professional Planner with expertise in policy planning

### On behalf of TIN

- Ian Graham - a Registered Professional Planner with expertise in policy and development planning.

On behalf of CPA

- Dana Anderson – a Registered Professional Planner with expertise in policy and development planning.

On behalf of BILD

- Jeanette Gillezeau – a Registered Professional Planner with expertise in land economics.
- Peter Smith – a Registered Professional Planner with expertise in policy and development planning.

On behalf of Morguard

- David McKay – a Registered Professional Planner with expertise in policy and development planning.

[16] All of the witnesses prepared and filed, in advance of the hearing, Expert Witness Statements and Reply Witness Statements. As a result of the Replies and evidence taken in during the course of the hearing, the Tribunal received further revised proposed modifications to the relevant OPA 231 policies during the course of the testimony of each witness. The final version of requested modifications by each Party were consolidated and submitted as part of final submissions by counsel for each Party.

## **The Opening Position of Each Party**

[17] City Council, at its meeting in June 2019, authorized a number of significant and minor modifications to OPA 231 as recommended by City staff as a result of consideration of appellant objections. The version as so modified was advanced by counsel for the City as the version for which the Tribunal's approval was being sought. Mr. Biggart points to this act of City Council as a reflection of the good faith of the Council, that they have given consideration to fair comment and have positively reacted to the requested modifications in order to improve the policies.

[18] Counsel for the City advances its defense of OPA 231 on the basis that the policies in it are consistent with the policies of the Provincial Policy Statement, 2014 ("PPS") and conform with the GP 2006.

[19] The City treats these Provincial policies as imposing upon the municipality a clear need and obligation to protect and preserve employment lands, and OPA 231 has been designed for that purpose.

[20] The City says that employment growth has been extremely robust. They further say that based upon the Schedule 3 population forecast from the GP 2006, the land designated for housing purposes and the potential for the production of the required housing units, indicates that there is no demonstrated need for conversion of employment lands to accommodate that housing.

[21] Calvin Lantz, counsel to TIN and CPA, advises that, on behalf of both clients, he appears before the Tribunal essentially in support of OPA 231. That support extends generally to the modifications to OPA 231 that were directed by City Council in June, but his clients are seeking the intervention of the Tribunal to further enhance the protective nature of the policies.

[22] Mr. Lantz asserts that both of his clients represent interests which have substantial investments in employment areas and wish to preserve the ongoing operations of those businesses as well as the reasonable opportunity to expand their facilities. This leads him to advance requests for more explicit provisions regarding notice of changes of use and the provision of appropriate compatibility studies involving the participation of potentially affected industries.

[23] John Dawson, on behalf of BILD, acknowledges the objectives which the City is pursuing in keeping with Provincial policy for the purpose of protecting employment lands. However, he expresses the view that there is a balance to be kept on the policy front between those objectives and the need to respond to the provision of a range of housing in the City. He suggests that the policies in OPA 231 are too rigid with respect to consideration of conversion of employment lands to non-employment uses where the circumstances warrant. The way he puts it is that applicants for certain characters of conversion should be able to advance their case without the restraint of awaiting a municipal comprehensive review (“MCR”), as that term is used in the Provincial planning policy documents.

[24] In this regard, BILD further advances a view that OPA 231 should reflect a categorization akin to what is incorporated in GP 2019. GP 2019 now incorporates an identification of PSEZs. In tandem with this new characterization, GP 2019 has introduced policy that will allow consideration of conversions of employment lands to non-employment uses outside of the MCR process, on specified policy grounds, provided that the lands are not PSEZs. Launching from this, BILD, through its planning witness, advances a proposition that OPA 231 should distinguish between what he refers to as strategic employment lands and non-strategic employment lands, the latter being open to consideration for conversion when circumstances warrant.

[25] Johanna Shapira, on behalf of her two clients (collectively referred to herein as Morguard), comes to the Tribunal under her clients’ appeals seeking a fair set of policies for conversion. Her position is that the policies must conform with GP 2006 and that as adopted, and now as proposed to be modified by City Council, they do not conform.

[26] Her clients take issue with the absence of the phrase “clusters of” in the description of employment areas. Her clients view the expression of policy in OPA 231 as changing the meaning of ‘need’ as found in GP 2006 and that the clarity changes wrought by Council in the June modifications are not in conformity with GP 2006.

[27] Lastly, she expresses the view that it is not appropriate or desirable to create conflict with the provisions in the most recent GP 2019.

### ***The Evidence of Russell Mathew***

[28] Russell Mathew's evidence was extensive. He was the City's first witness. In many ways, his evidence set the scene for the balance of the hearing. It is important to understand that Mr. Mathew comes to the matter before the Tribunal on this appeal with a brocade of experience that would warrant a reference to gravitas.

[29] Mr. Mathew is a partner of Hemson Consulting Ltd. ("Hemson"), a planning and land economics consultancy of long standing. Mr. Mathew's experience runs to 34 years, with his services extending to most of the municipalities in the Greater Golden Horseshoe and including the Government of Ontario.

[30] Of signal importance to the matter before the Tribunal in this hearing, Mr. Mathew prepared the City's Long-Term Employment Land Strategy in 2006, which served as a precursor to the report *Sustainable Competitive Advantage and Prosperity – Planning for Employment Uses in the City of Toronto* (2012 Employment Report), Malone, Given Parsons, that served as the basis for OPA 231.

[31] The tracking of employment growth since that time is documented in a further Hemson publication, *Toronto Employment Areas 2018 Update*.

[32] Further informing his opinion evidence in this proceeding is his work on behalf of the Province of Ontario, for whom he completed the Growth Outlook for the Greater Golden Horseshoe, a forecast of long-term growth in population, housing and employment in the Greater Golden Horseshoe. This report was an update of the forty-year forecasts originally prepared for the Office for the Greater Toronto Area. In 2012, he completed an update to the growth forecasts, to 2041.

[33] This work also included assistance to the Ministry of Municipal Affairs with preparation of a standardized Provincial Land Needs Methodology for upper, lower and single tier municipalities to use when conducting land budgeting exercises in accordance with the newly implemented requirements of the Growth Plan for the Greater Golden Horseshoe, 2017.

[34] Mr. Mathew provided evidence on the primary issues identified as the following questions.

Did the City use employment forecasts other than the employment forecasts contained in Schedule 3 of the GP 2006 in developing Policies 14 and 17, contrary to the policies in the GP 2006 and PPS?

[35] Mr. Mathew affirmed that the City Planning Division did undertake exercises using more and less ambitious growth forecasts in order to test such alternate scenarios. However, it was his evidence that the growth forecast upon which OPA 231 was developed was that set forth on Schedule 3 of the GP 2006.

[36] The high growth scenario was largely predicated on growth in health care, social assistance, Professional, Scientific, Technical and Finance industries, being industries which are not likely to occupy employment lands.

[37] The data from the 2018 Employment Update suggests that there are 430 hectares (“ha”) of vacant land in Employment Areas. That equates to a 5.4% land vacancy rate, which includes 70 ha. of parcels less than 0.5 ha, which, due to size and geometry, are not likely to be attractive to new industry. After removing areas used for parking or storage and considering only vacant parcels of 1 ha or larger, the inventory decreases to 211 ha., which represents 2.6% of employment area lands. By conventional observation, this would be treated as being at or near full build out.

[38] Despite continuing declines in Manufacturing and Warehousing since 2011, a historic sector which has occupied Employment Areas, total employment in these areas has remained remarkably stable over the 35 years of the survey. In fact, since 2011, employment has grown by 12.1%. Mr. Mathew advises that this is reflected in the evolution of the building stock in these areas and significant reinvestment. In his view, this reinvestment is an indicator that the goal of OPA 231 Policy 2.2.4.3 encouraging a more intensive use of lands in Employment Areas is being realized and sustains the appropriateness of that policy, which policy conforms with the intensification objectives of the PPS and GP 2006.



[39] Using the observed absorption rate of land that was developed in the period between 2011 and 2018, supports the conclusion that all presently designated employment land should be maintained as employment designated land in order to protect for targeted growth to 2031.

[40] Mr. Mathew comes to what he treats as an incontrovertible conclusion. All Employment Area lands need to be retained to support economic activity and employment in Toronto.

Do the conversion policies set forth as Policies 14 to 17 in OPA 231 conform with the GP 2006?

[41] In Mr. Mathew's opinion, no modifications are required to these policies. It was his view that any modifications to Policy 17 that would be considered more permissive to Employment Area conversions, would be contrary to meeting the economic development objectives of the GP 2006.

[42] He said that these economic development *Growth Plan* objectives are addressed in policies 2.2.4.2 and 2.2.4.3 of OPA 231. The Core and General Employment areas of the policy already permit a wide range of employment uses, including a range of employment densities. The mix of employment sectors currently present within both land use categories indicates a reasonable degree of flexibility while also protecting for the intended and desired mix of employment uses.

[43] He suggested that the *2018 Employment Update* demonstrates the considerable employment growth that has occurred across a variety of sectors in both the Core and General Employment Areas. This growth as well as the low vacancy rates and high demand for space in these areas are precisely meeting these *Growth Plan* economic development objectives.

[44] It was his opinion that the supply of lands designated as Employment Areas in Toronto through OPA 231 are all required to meet the long-term needs of a diverse and growing employment base in the City. The high occupancy and job growth in the City's Employment Areas indicate that intensification of employment has been occurring and that neither previous land-use permissions nor the current OPA 231 designations have limited occupancy or growth. Any conversions facilitated through a modified Policy 17 would act to reduce the long-term land supply and long-term employment potential of Employment Areas.

[45] He underlined that in relation to Policy 17, it was his opinion that Policy 17, as revised by Toronto City Council on June 18, 2019, is both appropriate and necessary, and not unnecessarily restrictive or onerous.

[46] In this regard, he said that the conversion tests in Policy 17 do provide more than the minimum requirements of the GP 2006 policy 2.2.6.5, which, with the Council endorsed revisions, represents a streamlined set of considerations. The shortened list of considerations for conversion are not necessarily more restrictive than the GP 2006, but instead serve to clarify how the GP 2006 requirements are to be applied. In particular, clarity is provided to the "need" for the conversion to include land use conflicts and by providing an explanation of how viability is to be tested.

[47] Some of the detailed criteria such as meeting environmental regulations or the availability of community infrastructure, are very standard planning matters for any planning application. Their inclusion in the conversion may be seen by some as redundant to other plan policies, but they do not in themselves take the conversion policies beyond those of the GP 2006.

[48] A rather considerable observation is made by Mr. Mathew in saying that in Toronto's unique circumstance of being nearly fully built out, bearing in mind its older denser character, means that converted sites cannot be replaced. This fact alone warrants a careful and comprehensive set of considerations during the conversion assessment. It also means that the details and clarifications flowing from the GP 2006 conversion policies are reasonable.

[49] He concludes on the point by advising that the economic buoyancy of Toronto's employment areas and the diversity of employment provided indicate why it is the clear intent of the GP 2006 and OPA 231 to not make the conversion of employment land an easy undertaking. In his view, these policies also follow from the Act, which contains quite specific sections regarding the definition of employment land, conversions and the need for conversion criteria when appeal rights are to be limited.

Do the conversion policies of OPA 231 impede the redevelopment of brownfield sites or the provision of a full range and mix of housing to meet current and future residential housing need?

[50] Mr. Mathew spoke to this issue and offered his opinion that no modifications to Policy 17 are required to meet brownfield or residential intensification policies of the PPS

[51] He indicated that brownfield sites have the potential to be redeveloped for residential uses, but they also serve as potential redevelopment sites for employment uses. Given recent employment growth trends and the limited remaining supply of vacant employment lands, brownfield sites that are within Employment Areas are needed for future employment uses.

[52] He said that OPA 231 policies do not impede the cleanup and use of brownfield lands for employment uses, consistent with policies concerning brownfield lands. Over the last 30 years, much of brownfield land that existed in Toronto has been converted and much of it has been remediated and redeveloped particularly in central Toronto, the waterfront and south Etobicoke.

[53] Relying on the evidence of Mr. Wright, he suggested that more than enough lands are designated for residential uses in order for the City to meet its population forecast targets. Some of this potential future supply is on brownfield sites. At the same time, employment growth in the City's Employment Areas indicates a continued demand for employment land.

Is OPA 231 Policy 14 appropriate regarding the treatment of permission of General Employment Area uses into Core Employment Area or Core Employment Area uses into General Employment Area only as a conversion?

[54] It was Mr. Mathew's opinion that the policies defining what constitutes a conversion are reasonable and necessary and implement the GP 2006 conversion policies. Due to how the conversion policies are now structured in the most recent Growth Plan, revisions may be required when the Toronto Official Plan is brought into conformity with the Growth Plan by 2022. However, that is most appropriately left to be dealt with in the next municipal comprehensive review.

[55] Through OPA 231, the City introduced the concept of Core and General Employment Areas. The definition for these two different types of Employment Area permit a wider range of employment uses into the General Employment Areas than that defined in the GP 2006, including all types of retail and service uses, fitness centres, restaurants and ice arenas (legally established as of March 26, 2018). These General Employment Areas permit a more flexible set of uses, which also serve to buffer and protect the Core Employment Areas from more sensitive uses, like residential.

[56] Mr. Mathew explained that at the same time, the distinction between the two types of Employment Area prevent certain types of retail and other employment-uses from undermining the industrial uses that are permitted in the Core Employment Areas. While these more flexible uses often serve as functional neighbours to traditional employment uses, like manufacturing and transportation and logistics, they could prove disruptive if allowed to locate within Core Employment Areas due to land economics, site specific needs and potential conflicts created by attracting large numbers of customers into the core of these business areas.

[57] He advised the Tribunal that the requirement that a change from Core to General also be subject to conversion policies at the time of a Municipal Comprehensive Review also implements the GP 2006, since a primary difference between the two designations is the retail permissions. At the time when the City of Toronto passed OPA 231, the GP 2006, considered major retail to be a non-employment use. GP 2006 policy 2.2.6.5 clearly states that "Municipalities may permit conversion of lands within *employment areas*, to nonemployment uses, only through a *municipal comprehensive review*" and "For the purposes of this policy, major retail uses are considered non-employment uses."

[58] Mr. Mathew was firmly of the view that the OPA 231 requirement that a conversion of lands to a non-employment use only be considered during a municipal comprehensive review, as provided for in policies 14, 15 and 16, is simply implementing the requirements of the GP 2006 concerning conversions.

#### Complete Communities

[59] Mr. Mathew finally addressed a more diffuse issue, being the question of whether OPA 231 supported the GP 2006 and PPS policies of supporting the principle of a complete community. It is the view of the Tribunal that this principle touches upon, and is a character of compendium of, a variety of policies found under each of those planning policy documents directed toward a goal of balance amongst them.

[60] Mr. Mathew reacts to this issue by taking the large, or macro, view. He understands the City, not any circumscribed area thereunder, to be the complete community. The Official Plan has been designed to provide a full range of housing and employment choices for its current and

future residents, and a healthy and diverse economic base. In his view, Employment Areas are part of the employment and economic opportunity within a complete community. He then squarely says that less land for employment or fewer opportunities for a broad range of types and skills would make Toronto a less complete community.

[61] In this, the Tribunal will concur.

### ***The Evidence of Michael Wright***

[62] Mr. Wright is a planner in the City Planning Division with an expertise in demographics. He provided the Tribunal with detailed background on the City's population, primarily in the period from 2011 forward along with projections as to expected population growth.

[63] Mr. Wright spent time in explaining the techniques involved in establishing population count. Although the principal source of this is information from Statistics Canada, the bulwark being the census data which is derived every five years, there are other factors applied to account for undercounting and migration.

[64] It is not material for this Decision, so the explanation provided by Mr. Wright will not be reproduced here, but it must be said that the population for any given year is not a static number. Population figures are revised continually on an ongoing basis for many years after the initial determination. The key is simply understanding this fact and properly correlating data between time periods.

[65] The primary purpose of this evidence was to then juxtapose what was understood as the projected population growth with an analysis of what was identified as the potential supply of land available for development or redevelopment for residential purposes in order to house this growth.

[66] The identified issue for the hearing was whether the policies of OPA 231 might have the effect of removing from deployment for housing purposes lands within Employment Areas and thereby potentially negatively affect the provision of that housing.

[67] Mr. Wright asserted that the overall housing supply is affected by many factors, including the total residential potential and the timing of the potential supply. In referring to the *Housing Potential Analysis* for which an interim report was presented to and adopted by Planning and Growth Management Committee of Council on November 21, 2013, he conveyed the opinion from that report that the City contains more than sufficient housing potential in areas currently designated for residential growth by the Official Plan to accommodate the forecasted population growth to 2031 and 2041 per Schedule 3 of the Growth Plan for the Greater Golden Horseshoe, as amended in June 2013. Staff findings were that no areas designated as an Employment Area needed to be converted to residential uses in order to achieve the population growth forecast of the GP 2006. He further advised that the *Housing Potential Analysis* has been updated and was completed in 2015. It identified more than sufficient residential potential in areas identified for residential growth by the Official Plan to achieve the population forecasts to 2031 and 2041 in Schedule 3 of the GP 2006 and as amended in 2013.

[68] Mr. Wright communicated to the Tribunal that the City Planning Division publishes a bulletin, *How Does the City Grow? Update 2019*, which was adopted by the Planning and Housing Committee of Council on July 3, 2019. In that bulletin, it states on page 4:

Over the last five years, Council has approved more residential units than were built (see Table 4 on page 5). City Council approved an average of 21,182 residential units per year between 2014 and 2018, while 18,000 units on average were built annually. This surplus helps to ensure a steady supply of approved housing will be available for construction and eventual occupancy.

[69] On his review of all of the available data, he was of the opinion that from a land use policy perspective there is more than sufficient residential potential in areas identified for residential growth by the Official Plan to achieve the population forecasts to 2031 and 2041 in Schedule 3 of the GP 2006 and as amended in 2013, and the 2017 Growth Plan, and the GP 2019, and, that over the past several years, Council has approved more residential units than were built in each of those years. His concluding opinion was that, consequently, from a land use policy perspective, there is more than sufficient residential potential in areas identified for residential growth by the Official Plan to accommodate the population forecasts of GP 2006 and the Official Plan.



### ***The Evidence of Rebecca Condon***

[70] Ms. Condon is a Registered Professional Planner and Professional Land Economist employed by the City as a Senior Business Development Officer in the Economic Development and Culture Division. In this role, she functions as a kind of ambassador on behalf of business and she has acquired an understanding of the needs of business, and concerns of business, as a result of her years of activity in this area.

[71] Ms. Condon spoke to her perception that the City is under pressure to permit employment lands to be converted and redeveloped for uses other than employment uses, which pressure she attributes to the higher value and short-term return that can be achieved from these other uses, most particularly residential use.

[72] Ms. Condon says that applications that succeed in converting designated employment land to non-employment uses undermine the long-term growth management strategy of the City Official Plan by harming the competitiveness of employment lands throughout the City. In her opinion, applications for conversions apply pressure and land use uncertainty to existing industry causing them to consider relocation. They also send a signal to the market that the default use for all vacant or underutilized employment land is residential or other non-employment uses.

[73] She expresses the view that this has had a significant impact on the financial viability of developing these lands for employment purposes. There is a significant land value differential between designated employment lands and lands designated to permit residential development. For example, allowing residential permissions may increase the land value of industrial properties up to 12 times higher than that of an employment land only designation. She relayed that in her experience, she has found that developers will often seek the designation that produces the highest return.

[74] She advises that the areas designated as Employment Areas accommodated 92% of all manufacturing employment in 2017. These industries often require large tracts of land with adjacent buffering to reduce land use conflict with sensitive uses. She further corroborated Mr. Mathew's assessment that the inventory availability of such land is at about 1%, as supply has been declining and is at an all-time low.

[75] There is a further impact. She advised that in her experience, businesses seek, in their long-term planning, land use certainty. Encroachment, within or near designated Employment Areas by residential uses has the potential to disrupt the operation of a current business and, also, to impact the decision to be made by a business owner who is deciding where to locate his or her business.

[76] If there is the potential to have a business site impacted by sensitive uses being located at or near a business site, the potential business site is less desirable to that business owner. Business owners, given the substantial investments that they make to locate and maintain a business, value certainty of land use permissions not only upon the site where their business is located but also on lands that are in the vicinity of their business. Having sensitive uses located near a business can have negative financial and operational impacts upon a business.

[77] Ms. Condon concludes that as there is a finite supply of employment lands and a limited supply of existing buildings, it is necessary to plan for and preserve space in the designated Employment Areas for businesses and economic activities in order to accommodate anticipated employment growth.

[78] Ms. Condon spoke to the relevant policies in the GP 2006 and the PPS and offered her opinion that OPA 231 conformed with, and was consistent with, respectively those policies. As the details of those policies were dealt with more specifically by the final City witness, Mr. Dixon, they will be detailed there.

### ***The Evidence of Steven Dixon***

[79] Mr. Dixon is a Senior Planner in the Strategic Initiatives, Policy and Analysis section of the City Planning Division. He is a Registered Professional Planner. Although not employed with the City at the time of adoption of OPA 231, since joining the City Planning Division in February 2017, he has been involved with this planning instrument in the appeal proceedings before the Tribunal.

[80] As noted at the outset of the Decision, at its Council meeting in June 2019, Council revisited OPA 231 for the purpose of endorsing a variety of modifications to its text in response to issues raised by various appellants. Mr. Dixon detailed those modifications, which were essentially issues raised by TIN and CPA.

[81] Above and beyond the Council endorsed modifications, Mr. Dixon, having given further consideration to evidence filed in the hearing, provided some additional minor textual amendments which he recommended be accepted by the Tribunal. The final version of modified text being recommended by the City for approval by the Tribunal was filed by the City's counsel as part of final submissions.

[82] Mr. Dixon addressed the relevant policies of the PPS and the GP 2006. It is to be noted that at the time of preparation of his witness statement, the transition regulation regarding the GP 2019 had not been finalized and Mr. Dixon therefore went on to discuss the question of Provincial plan conformity of OPA 231 with respect to it as well as GP 2006. As noted above, due to the finalization of that regulation prior to this hearing, the matter of conformity was judged by the Tribunal with reference to GP 2006. As such, Mr. Dixon's opinions in his pre-filed witness statement regarding the GP 2019 were not pursued in his oral testimony and will not be reflected in this Decision.

[83] Although there was reference to a number of policies, the key policies from the PPS which he identified for the purpose of addressing the issues in the hearing were these:

1.2.6 Land Use Compatibility

1.2.6.1 Major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of major facilities.

1.3 Employment

1.3.1 Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs; b) providing opportunities for a

diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses; c) encouraging compact, mixed-use development that incorporates compatible employment uses to support livable and resilient communities; and d) ensuring the necessary infrastructure is provided to support current and projected needs.

### 1.3.2 Employment Areas

1.3.2.1 Planning authorities shall plan for, protect and preserve employment areas for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs.

1.3.2.2 Planning authorities may permit conversion of lands within employment areas to non-employment uses through a comprehensive review, only where it has been demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion.

1.3.2.3 Planning authorities shall protect employment areas in proximity to major goods movement facilities and corridors for employment uses that require those locations.

1.3.2.4 Planning authorities may plan beyond 20 years for the long-term protection of employment areas provided lands are not designated beyond the planning horizon identified in policy 1.1.2.

### s.1.1.3 –

1.1.3.3 Planning authorities shall identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.

Intensification and redevelopment shall be directed in accordance with the policies of Section 2: Wise Use and Management of Resources and Section 3: Protecting Public Health and Safety.

[84] Similarly, the key policies from the GP 2006 which he identified for the purpose of addressing the issues in the hearing were these:

### s.2.1

Providing opportunities for businesses to locate in the GGH is fundamental to using land wisely and ensuring a prosperous economic future.

Therefore, it is important to ensure an adequate supply of land for employment areas and other employment uses.

#### 2.2.6 Employment Lands

1. An adequate supply of lands providing locations for a variety of appropriate employment uses will be maintained to accommodate the growth forecasts in Schedule 3.
2. Municipalities will promote economic development and competitiveness by: –
  - a) providing for an appropriate mix of employment uses including industrial, commercial and institutional uses to meet long-term needs
  - b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses
  - c) planning for, protecting and preserving employment areas for current and future uses
  - d) ensuring the necessary infrastructure is provided to support current and forecasted employment needs.

##### 2.2.2.1 Managing Growth

- f) ensuring the availability of sufficient land for employment to accommodate forecasted growth to support the GGH's economic competitiveness
- g) planning and investing for a balance of jobs and housing in communities across the GGH to reduce the need for long distance commuting and to increase the modal share for transit, walking and cycling

#### 2.2.5 Major Transit Station Areas and Intensification Corridors

1. Major transit station areas and intensification corridors will be designated in official plans and planned to achieve
  - a) increased residential and employment densities that support and ensure the viability of existing and planned transit service levels
  - b) a mix of residential, office, institutional, and commercial development wherever appropriate

s.2.2.6

5. Municipalities may permit conversion of lands within employment areas, to non-employment uses, only through a municipal comprehensive review where it has been demonstrated that:
  - a) there is a need for the conversion
  - b) the municipality will meet the employment forecasts allocated to the municipality pursuant to this Plan
  - c) the conversion will not adversely affect the overall viability of the employment area, and achievement of the intensification target, density targets, and other policies of this Plan
  - d) there is existing or planned infrastructure to accommodate the proposed conversion
  - e) the lands are not required over the long term for the employment purposes for which they are designated
  - f) cross-jurisdictional issues have been considered.

[85] For the purposes of this policy, major retail uses are considered non-employment uses.

[86] With respect to the issue on the Issues List regarding implementation of Major Transit Station Area policies, it was the opinion of Mr. Dixon that this only arose as a policy imperative through the 2017 Growth Plan, which was subsequent in time to GP 2006. As well, the establishment of Major Transit Station Areas is a matter left to the municipal council to be undertaken as part of a municipal comprehensive review, which the City will be undertaking in the next round of conformity review.

[87] The Tribunal shares the view of Mr. Dixon that this is best, and appropriately, left to Council as part of the upcoming municipal comprehensive review.

[88] In going through the various hearing issues, of which there were many, what became clear to the Tribunal is that the opinion expressed by Mr. Dixon that OPA 231 (as proposed to be modified as the City has recommended) is consistent with the PPS and conforms with the GP 2006 rested upon certain premises that, in his view, underpinned



the policies in OPA 231. Those premises were that OPA 231 designates lands to meet long-term economic needs by providing for a range and choice of suitable sites for employment uses that support a range of economic activities and ancillary uses.

[89] Furthermore, in his view, the establishment of both General Employment Areas and Core Employment Areas helps to ensure that employment lands are appropriately designed, buffered and separated from sensitive land uses to ensure long-term stability of employment uses.

[90] Each of these designations has a planning purpose. Specifically, the General Employment Area designation allows uses which may draw heavier general public usage. That character of usage can be disruptive to more intense industrial operations. It tends to be located on the periphery of employment areas. For this reason, the City has determined to treat redesignations as between these two designations as a conversion. As a conversion, it can only be achieved through a municipal comprehensive review. Such a review promises a broader consideration of ramifications and a proper consideration of City-wide need.

[91] In his opinion, these premises reflect the objectives of the Provincial policy. In its blunt statement, s. 2.2.6.2 (c) of GP 2006 requires municipalities to promote economic development by planning for, protecting and preserving employment areas for current and future uses. By the terms of the GP 2006, conversion of employment lands to nonemployment uses can only be done through a municipal comprehensive review. Mr. Dixon takes the position that because there is a distinct mix of uses provided for in these two employment designations, in furtherance of the goals of protecting and preserving, along with ensuring compatibility, it does not offend the Provincial policy for the City to treat such changes between the two as a conversion requiring close scrutiny. In his view, the reference to non-employment lands does not have the effect of constraining what the City treats as a change that may have the effect of undermining the stability of either or both of these designations.

[92] The policies of OPA 231 are strict deliberately in order to adhere to the Provincial objectives. As Mr. Biggart put it to the Tribunal, OPA 231 sets a high bar in the interest of protecting and preserving employment lands. The policies in OPA 231 were not meant to be flexible.

### ***The Evidence of Ian Graham***

[93] Ian Graham is a Registered Professional Planner. He was called on behalf of TIN, an incorporated association of mostly large manufacturers with facilities in Toronto. As noted at the outset of the Decision, TIN is supportive of OPA 231. Their presence at the hearing was to preserve OPA 231 and enhance its provisions to be, in their view, more protective of employment uses.

[94] To this end, TIN, through the filing of their submissions with the City, was able to convince City staff of the value and advantage of quite a variety of text modifications, which City staff then recommended to City Council, where those modifications were endorsed.

[95] Mr. Graham took the Tribunal through those issues and submissions and confirmed to the Tribunal TIN's endorsement of these modifications.

[96] Despite the broad acceptance of TIN's submissions, Mr. Graham spoke to concerns over the conversion text potentially constraining the introduction of new employment uses. He sought more detail regarding the contents of a Compatibility/Mitigation Study and the introduction of a further sidebar dealing with the definition of "Influence Area" as distinct from that used with respect to uses external to employment areas.

### ***The Evidence of Dana Anderson***

[97] Ms. Anderson is a Registered Professional Planner. She appeared before the Tribunal on behalf of CPA, which is a national organization with over 400 member companies involved in the production, wholesaling, transportation and retailing of propane. At the outset of her testimony she provided the Tribunal with a broad overview of the propane industry in Canada and Toronto.

[98] The overview included an explanation of the regulatory regime which governs the manufacture, storage and distribution of propane. The primary focus of the chain of activities/facilities for this hearing was the bulk storage and transfer facilities which are located in the City. These facilities are generally, but not exclusively, found in Employment Areas.

[99] Propane storage operators are obliged, by Provincial regulation administered by the Technical Standards & Safety Authority, to develop risk and safety management plans for their facilities. A key feature of these plans is to assess the potential for hazard and to develop physical features and operating programmes and policies to anticipate and deal with hazard events.

[100] As with TIN, the CPA is supportive of OPA 231 and its underlying rationale to protect and preserve employment uses. A number of recommendations to improve the text of OPA 231 which were advanced by TIN were supported by CPA.

[101] One matter specific to CPA was its concern that based upon the current notice requirements, their operators may not be receiving notice of proposals to introduce new land uses that could create compatibility issues for the propane operator. This arises as the identified hazard area may be more extensive than the prescribed notice area under the Act. City staff recognized this issue and have included further text in the version now being advanced before the Tribunal to expressly include an obligation to give notice to operators of these facilities based upon their obligatory separation distances. The evidence before the Tribunal is that the municipalities are provided with this separation distance information in order to be able to make that notice determination.

[102] The Tribunal understood Ms. Anderson to be seeking as well, text amendments which would control the introduction of new or changed uses that may affect the hazard control obligations of propane operators and essentially preclude such new or changed uses in that circumstance. The Tribunal understands the desire for protection and certainty, but this request would appear to deprive the municipal council of its authority to assess matters of compatibility and the costs of achieving it.

[103] The Tribunal appreciates that the additional clause in Policy 17(d) would bring precise focus to the matter of propane facilities but this arguably is already completely covered by the prior clause iv), which addresses the need to consider the ability to ensure compliance with environmental approvals, registrations, legislation, regulations and guidelines. This is a broad obligation to consider regulatory operational impacts on any character of existing use. The concern of the Tribunal relates back to the Latin maxim, *expressio unius, exclusio alterius*, that by calling out one industry specifically other industries may not warrant the same attention.

### ***The Evidence of Jeanette Gillezeau***

[104] Ms. Gillezeau is an economist with a background in urban and regional planning. She has considerable experience in municipal development charges. She was retained by BILD to provide research and analysis regarding the changes wrought by OPA 231. Her witness statement says that she was asked to provide data and analysis regarding economic and housing trends and forecasts for the City of Toronto to provide context for Peter Smith's evidence regarding the planning issues identified for the hearing.

[105] The framing of her understanding of her task suggests that Mr. Smith had formulated his views of the planning issues and was seeking a statistical underpinning to support his conclusions.

[106] Ms. Gillezeau confirmed that in conducting her review, she essentially relied upon the same material as did Mr. Mathew, much of which was prepared by Mr. Mathew's firm, Hemson Consulting Ltd.

[107] This means that there was basic agreement on employment data and population at the relevant windows of time.

[108] In dealing with the various issues identified for comment by her, Ms. Gillezeau provided a summary of her findings.

[109] Her first observation is that, in her view, the new conversion policies in OPA 231 are more restrictive than the conversion policies in the PPS and the GP 2006. The Tribunal would observe that this statement is a fair representation. However, the Tribunal also notes, as

identified by City witnesses and counsel for the City, both the PPS and the Growth Plan, in their implementation policies provide latitude to municipalities to go beyond the minimum standards and targets of the Provincial policy and plan. The Tribunal here, then, does not take policy which may be more restrictive in and of itself as a basis upon which to reject it.

[110] Ms. Gillezeau draws upon the policy mandate to plan for complete communities, being a composition of residential, employment, institutional, recreational and other uses to meet long-term needs. In her view, this calls for the provision of a balance of jobs and housing across the Greater Golden Horseshoe.

[111] She rightly notes that the City has already achieved the GP 2019 employment forecast for 2031 and that it is expected that the City will achieve the Growth Plan 2041 forecast sometime between 2024 and 2026. Much of this employment is accounted for outside of designated Employment Areas.

[112] Ms. Gillezeau echoed the data referred to by Mr. Mathew regarding the reductions in employment in the manufacturing and warehousing sector, which character of uses is largely accommodated in the designated Employment Areas, and which reductions are expected to continue.

[113] This brought her to a discussion of the policies in the PPS and the GP 2006 which identify the redevelopment of brownfield sites and their conversion to residential use, especially to achieve intensification of use, as activity to be encouraged.

[114] This discussion then circles back to ensuring that the Official Plan policy is benevolent to such brownfield conversions so that they can be accommodated when the circumstances present them.

[115] Ms. Gillezeau relies upon the population data produced by Statistics Canada and as found in the Hemson reports. Her view about population growth is consistent with the City witnesses.

[116] Where this takes Ms. Gillezeau is to a conclusion that the OPA 231 policies have been drafted too restrictively to properly accommodate brownfield conversions and that such conversions may indeed be necessary to facilitate a complete community.

[117] The vulnerability with this conclusion is that Ms. Gillezeau makes no reference to the very low vacancy rate which prevails with respect to Employment Area lands and to the reinvestment in, and reoccupation of, buildings on these lands which has persistently been occurring for employment uses which are not the traditional manufacturing/industrial uses but are employment uses nonetheless upon lands which accommodate these uses very well.

[118] Ms. Gillezeau also undertakes no independent analysis of the potential of non-Employment Lands to yield the number of housing units that will be required by the population growth forecast by GP 2006 and the population which is actually being experienced. That is, there is no basis from her analysis to conclude that conversion of Employment Area lands will be required in order to meet the necessary housing production.

### ***The Evidence of Peter Smith***

[119] Mr. Smith is a Registered Professional Planner. He has almost 40 years of experience in planning policy matters and in managing development applications. He appears regularly before the Tribunal and was entirely conversant with the issues that were before the Tribunal in this appeal. He was retained in this matter by BILD.

[120] A good part of Mr. Smith's evidence was prefigured by that of Ms. Gillezeau, which linkage the Tribunal noted above.

[121] As was suggested by Ms. Gillezeau, Mr. Smith also indicated his view that the conversion policies in OPA 231 were unduly, and unnecessarily, restrictive. He did not acknowledge the Provincial policy provisions which authorize a municipality to adopt minimum standards and targets which are greater than in the Provincial policy. Instead, he viewed the greater restrictiveness of the OPA 231 policies as interfering with the Provincial objectives of complete communities, intensification, conversion of brownfields and optimization of infrastructure and land resources.



[122] Mr. Smith understood the statistics about the decline in the manufacturing and warehousing sector (although warehousing in the form of logistics facilities seems to be enjoying something of a renaissance and becoming a driver of the re-uptake of old industrial space and land) and looked at this as creating opportunities for brownfield redevelopment, which he advised would typically be in the form of uses which were nonemployment.

[123] As with Ms. Gillezeau, he did not seem to treat the very low Employment Area building vacancy rate and vacant land rate as a sign of robust demand for this space and a signal that this inventory may need protecting, bearing in mind the very clear directive of both the PPS and the GP 2006 that employment lands are to be protected and preserved, along with the mandate that a mix and range of employment uses should be provided to meet long-term needs.

[124] As the Tribunal perceives it, the concern of the Province and the City is that employment land is not readily created and once converted out of employment use will not revert to that use. This results in a shrinking inventory, which can undermine the need to have a land base that will over time sustain especially the more intense employment uses.

[125] In something of a telling exchange, the Tribunal made the assertion that employment land, once converted to non-employment purposes, will not convert back to employment uses. With a view to dispelling this assertion, Mr. Smith produced an example in the City of a site in the Scarborough area which had been designated employment lands, was converted to non-employment uses (Neighbourhoods, in fact) and then was converted back to employment uses. In cross-examination by Mr. Biggart, a Planning Department Staff Report was produced which explained that the conversion of that property out of employment uses was as a result of a mapping error and the action requested of Council in that report was simply to restore the correct state of affairs as to the designation of those lands as employment lands.

[126] Mr. Smith was not able to produce any other examples of a re-conversion to employment land designation once converted out.

[127] It is also a fact worth noting, as it was adduced in the evidence of the City witnesses, that part of the Employment Lands review process involved entertaining requests for conversion, of which there were just over 100 such requests. Based upon employing the criteria set out in the

PPS and GP 2006, City Council did authorize the creation of certain regeneration areas and some free-standing conversions as this was conducted as part of an MCR. This fact is noted in response to the dire predictions of BILD and Morguard that these conversion policies will spell the end of employment land conversions.

[128] Another tack taken by Mr. Smith related to the Province's most recent initiative through the release of the GP 2019. This concerns the creation of what is referred to in that document as a PSEZ. The PSEZ signifies employment areas which are not susceptible of conversion to non-employment uses except through an MCR. The inference from this new designation is that employment lands which are not designated as PSEZ under the Growth Plan 2019 would be susceptible to conversions outside of an MCR.

[129] Mr. Smith characterized this new step under the GP 2019 as an attempt to identify truly strategic employment lands and differentiate them from other employment lands. His suggestion was that this reflected sound planning policy and should have been adopted in OPA 231. He also suggested that as this is now in the GP 2019, City Council will have to deal with this in the next conformity review.

[130] In fairness to Mr. Smith, when his expert witness statement was prepared, the transition regulation had not been filed and it would not have been clear that the review of OPA 231 by the Tribunal would, by law, be constrained to be reviewed through the lens of GP 2006. As noted at the outset, for OPA 231, the matter of Provincial plan conformity is with respect to GP 2006. Although the Tribunal deigned to hear evidence about GP 2019, that evidence does not take on a greater importance or require the Tribunal in this hearing to cleave to any attempt to reflect the new initiative in OPA 231.

[131] The matter of conformity with GP 2019 and the concept of PSEZ will come before City Council in due course and the Tribunal is of the view that it is best left to City Council in the first instance to deal with that new initiative when they conduct their conformity review exercise.

[132] Mr. Smith raises a concern about the conversion policies in OPA 231 potentially limiting the introduction of new and previously unanticipated employment uses in Employment Areas on the basis that the introduction of anything other than a permitted use in either of the Employment

Land designations would be treated as a conversion and would require assessment through the MCR process.

[133] The Tribunal treats this as more of a theoretical concern than a real one. The permitted uses for Core Employment Area and General Employment Area as laid out in Policies 4.6.1-4 are expressed in categories of considerable breadth. There was no example provided of an employment use, new or emerging, which would not reasonably be treated as being comprehended as a permitted use in either of the Employment Area designations.

### ***The Evidence of David McKay***

[134] David McKay is a Registered Professional Planner. He has many years of experience in connection with development applications, including many employment land type uses. He was retained in this matter by Morguard

[135] A significant part of Mr. McKay's testimony was directed to what is referred to as "wordsmithing", as it was Mr. McKay's view that a key objective in the drafting of policy is to achieve clarity and consistency. His various edits were laid out in detail in his expert witness statement and, as further updated by reason of hearing all of the prior witness testimony, further augmented in his oral testimony.

[136] Mr. McKay was of the view that OPA 231 should properly track the Provincial policy documents and not depart from what he viewed as essential elements of those instruments. This came down to a criticism of the lack of reference in OPA 231 to clusters" of business activity when referencing areas of employment. By reason of the City's willingness to introduce sidebar text that would carry this reference, it appeared to the Tribunal that Mr. McKay treated that as sufficient to address the concern which he raised.

[137] His principal substantive complaint was with respect to the matter of a change from one employment designation to another being treated as a conversion. It was his view that GP 2006 did not reasonably support such an outcome and that conversions should properly be understood to be re-designations to non-employment uses.

[138] During the City's case, the City produced a letter from the Ministry of Municipal Affairs and Housing with comments on the draft OPA 231. That letter was dated March 27, 2013, from Mark Christie, Manager, Community Planning and Development, Municipal Services Office, at the Ministry to Kerri Voumvakis, Director, Strategic Initiatives, Policy and Analysis at the City Planning Department.

[139] The Ministry letter contained the following statements (bearing in mind that at the time of the letter the draft document made provision for three categories of employment land, Retail Employment Area later being dropped):

Permitted uses on lands within "General Employment Areas" and "Retail Employment Areas" are generally broader, allowing for additional secondary uses to be established without disturbing the planned function of the Core Employment Areas. While the draft policies include a conversion policy to protect lands in Core Employment Areas, General Employment Areas and Retail Employment Areas from conversion to non-employment uses only through a Municipal Comprehensive Review, there doesn't appear to be a policy to address redesignation between the three Employment Area designations. The lack of such a policy may threaten the supply of Core Employment Area lands which represent approximately 80% of the total lands proposed to be designated as Employment Areas and which are preserved for traditional industrial uses.

[140] The letter also contained a proposed definition for "conversion":

Conversion: means a redesignation from an Employment Area designation to another designation or to another sub-Employment Area designation, or the introduction of a use that is otherwise not permitted in the Employment Area designations.

[141] Mr. Dixon addressed this point in his reply evidence. He suggested that, in his opinion, the introduction of additional accessory or ancillary uses that are not otherwise permitted in a Core Employment Area should be considered a conversion of the Core Employment Area, even if the proposed land use designation is General Employment Areas. The distinction being that although the additional accessory or ancillary uses permitted in General Employment Areas provide a type of employment, they are not employment uses within the context of Core Employment Areas as defined by the Official Plan. Lands designated Core Employment Areas are intended to provide security of land use for employment area employment. A proposed conversion from Core Employment Areas to General Employment Areas could change the planned function and character of the Core Employment Area and have the potential to pose a risk to the planned function of any remaining Core Employment Areas lands in the vicinity.

Employment area employment uses permitted on lands designated Core Employment Areas are not appropriate elsewhere in the City due to noise, vibration, emissions and other contaminants, traffic and operational requirements. Equally, not all types of employment are appropriate uses to be permitted in Core Employment Areas lands.

[142] Mr. Dixon affirmed in his reply evidence that the City understood the intent of the Ministry's comment and, based upon this letter from the Ministry, included the referenced conversion policy into OPA 231. It appeared to the Tribunal that the City had deduced that OPA 231 would not obtain Ministerial approval without this modification.

[143] The Tribunal understands the position which has been taken by the City on the matter of internal employment land conversion, and especially in light of the apparent directive from the Ministry, the Tribunal accepts that the action of the City in incorporating this provision can fairly be treated as reasonable and in conformity with GP 2006 even if there are no examples from other municipalities of such treatment in their Official Plans, as Mr. McKay has alleged.

## **THE DISPOSITION OF THE TRIBUNAL**

[144] Based upon the evidence heard by the Tribunal, the Tribunal makes the following core findings:

1. The City has a robust employment sector and the City will have no difficulty meeting its employment targets as laid out in GP 2006.
2. The City's employment land base as presently delineated has limited vacant land and low vacancy rates.
3. There is evidence of the renewal and updating of the building stock within the City's employment lands to signify the demand for space within the City's employment lands.
4. As a general proposition, once converted out of employment land use to another land use designation, there is no evidence that such lands are likely to be re-converted to employment land use.
5. The City appears to be on track to meet its population forecast targets under the GP 2006.
6. There appears to be a sufficient rate of development approvals on an annual basis and supply of land with the potential for residential development to

accommodate the production of dwelling units to house the forecast population growth.

7. There is no evidence to support the view that there is a need to convert employment lands to non-employment uses to meet the land supply necessary to create the dwelling units that are necessary to accommodate the City's forecast population growth.

[145] The Tribunal, as it relates to the matter before it in this appeal hearing, treats the following Provincial policies as paramount:

1. Policy 1.3.2.1 of the PPS: Planning authorities shall plan for, protect and preserve employment areas for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs.
2. Policy 1.3.2.2 of the PPS: Planning authorities may permit conversion of lands within employment areas to non-employment uses through a comprehensive review, only where it has been demonstrated that the land is not required for employment purposes over the long-term and that there is a need for the conversion.
3. Policy 2.2.6.1 of the GP 2006: An adequate supply of lands providing locations for a variety of appropriate employment uses will be maintained to accommodate the growth forecasts in Schedule 3.
4. Policy 2.2.6.2.c of the GP 2006: Municipalities will promote economic development and competitiveness by planning for, protecting and preserving employment areas for current and future uses.
5. Policy 2.2.6.5 of the GP 2006: Municipalities may permit conversion of lands within employment areas, to non-employment uses, only through a municipal comprehensive review where it has been demonstrated that:
  - a) there is a need for the conversion
  - b) the municipality will meet the employment forecasts allocated to the municipality pursuant to this Plan
  - c) the conversion will not adversely affect the overall viability of the employment area, and achievement of the intensification target, density targets, and other policies of this Plan
  - d) there is existing or planned infrastructure to accommodate the proposed conversion
  - e) the lands are not required over the long term for the employment purposes for which they are designated



f) cross-jurisdictional issues have been considered.

[146] The paramountcy of these policies is not meant to signify that the other policies of the Provincial planning policy documents, such as the need to create complete communities and to provide a range and mix of housing, have not been taken into account in this appeal hearing. The Tribunal, based upon the facts as it has found, essentially determines that by approving OPA 231 as proposed to be modified, will fully and fairly implement these paramount policies while not undermining or ignoring the other policies of the PPS and GP 2006.

[147] It is the determination of the Tribunal that OPA 231, as modified, is consistent with the PPS and conforms with GP 2006.

[148] In the result, the Tribunal will allow the appeals relating to these Phase 3 issues for the purpose of implementing the modifications which have been proposed by the City based upon the comments and input from the Appellants through the appeal process. The finally modified version of OPA 231 was submitted by the City through its counsel as part of final submissions. That version was submitted showing highlighting, underlining for additions and strikethroughs for deletions.

[149] The Tribunal will issue its Order approving OPA 231 as modified by City Council and through the documented concessions of Mr. Dixon reflected in the version submitted by Mr. Biggart as part of his final submissions once it receives a clean copy from counsel for the City.

*“Gerald S. Swinkin”*

GERALD S. SWINKIN  
MEMBER

If there is an attachment referred to in this document,  
please visit [www.elto.gov.on.ca](http://www.elto.gov.on.ca) to view the attachment in PDF format.

**Local Planning Appeal Tribunal**

A constituent tribunal of Tribunals Ontario - Environment and Land Division  
Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca) Telephone: 416-212-6349 Toll Free: 1-866-448-2248

## **CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

### **Legislation**

1. The *Planning Act*, R.S.O. 1990, c. P.13
2. The *Places to Grow Act*, 2005, S.O. 2005, c. P13
3. Provincial Policy Statement 2020
4. A Place to Grow - Growth Plan for the Greater Golden Horseshoe (2019) Order in Council No. 641/2019  
Amendment 1 (2020) Order in Council No. 1244/2020 (Office Consolidation August 2020)

### **City of Toronto Official Plan & Official Plan Amendments**

5. City of Toronto Official Plan, 2006 (Office Consolidation February 28, 2019)
6. City of Toronto Official Plan Amendment No. 231 Adopted by City Council December 18, 2013 (By-law No. 1714-2013)
7. City of Toronto Official Plan Amendment No. 71 - Markham Ellesmere Rehabilitation Study Area (Master Concept Plan and Urban Design Guidelines) (MERSA) Adopted by City Council August 06, 2009

### **Ontario Land Tribunal (OLT) Decisions (Formerly the Ontario Municipal Board and Local Planning Appeal Tribunal)**

8. OMB Decision Proposed Official Plan Amendment No. 71 – 1221 Markham Road Issue Date: December 24, 2010 Case No. PL090434 and PL090814
9. LPAT Decision Scarborough Employment District Zoning By-law No. 24982 (Site Specific) and Site Plan – 1250 Markham Road Issue Date: August 17, 2018 Case No. MM170090
10. LPAT Decision Proposed Official Plan Amendment No. 231 (OPA 231) Issue Date: January 30, 2020 Case No. PL140860
11. LPAT Decision Proposed Official Plan Amendment No. 231 (OPA 231) Issue Date: April 26, 2021 Case No. PL140860

### **City of Toronto Zoning By-laws (Extracts)**

12. City of Toronto Zoning By-law 569-2013, As Amended
13. Scarborough Employment District B/L 24982, As Amended
14. Scarborough West Hill Community B/L 10327, As Amended
15. Scarborough Agincourt Community B/L 10706, As Amended
16. Scarborough Woburn Community B/L 9510, As Amended
17. By-law 597-2003 (OMB PL030754) – 144 Galloway Road, 4121 Kingston Road and 4150-4158 Kingston Road
18. By-law 1000-2011(OMB) - 1221 Markham Road
19. By-law 792-2015 – 197, 199 & 201 Galloway Road and 4097 Lawrence Avenue East
20. By-law 865-2019(LPAT) 1250 Markham Road
21. By-law 1137-2020 Municipal Code Chapter 441, Fees and Charges to add a fee for Employment Conversions Requests
22. By-law 1106-2022 – Amendment 591 Conversion Requests for Employment Areas, Adopted by City Council July 22, 2022

**ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

23. By-law 599-2023 – Amendment 644 Conversion Requests for Employment Areas, Adopted by City Council June 15, 2023
24. By-law 822-2023 – Amendment 653 Conversion Requests for Employment Areas, Adopted by City Council September 06, 2023

**City of Toronto Staff Reports**

25. Final Report - Markham-Ellesmere Revitalization Study, April 28, 2009
26. Staff Report Action Required – 1250 Markham Road – Zoning Amendment Application – Preliminary Report dated October 19, 2015
27. Report For Action – How Does the City Grow? – Update 2019, June 06, 2019
28. Report For Action - Zoning Conformity for Official Plan Employment Areas: Phase 2 Work Plan, April 11, 2020
29. Report For Action – Growth Plan Conformity and Municipal Comprehensive Review (MCR) – Work Plan, May 19, 2020
30. Report For Action – Our Plan Toronto: Recommended Official Plan Amendment for City-wide Employment Policies and Conversion Requests – Final Report, June 20, 2022
31. Report For Action – Our Plan Toronto: City-wide 115 Proposed Major Transit Station Area/ Protected Major Transit Station Area Delineation – Final Report, June 20, 2022
32. Report For Action – Our Plan Toronto: Recommendations on Seventy Employment Area Conversion Requests and Chapter 7 Site and Area Specific Policy Review – Final Report, June 16, 2023

**Transaction No. 1 - 144 Galloway Road**

33. Report For Action – Creating 303 New Affordable Rental Homes with Support Services for Seniors at 1250 Markham Road dated August 28, 2002
34. Report For Action – Open Door Program 2020 Call for Applications Results: Supporting 971 New Affordable Rental Homes dated February 16, 2021
35. Development Application 2020 – 144 Galloway Road – Toronto Development Application Portal
36. Project Data Sheet – 144 Galloway Road – Toronto Development Application Portal
37. Architectural Drawings -144 Galloway Road – Toronto Development Applications Portal

**Transaction No. 2 - 4121 Kingston Road**

38. Final Report New Official Plan – Avenues Study Implementation Study Report (Phase 3) (Kingston Road between the Guildwood Go Station and Highland Creek) Adopted by City Council, June 24, 25 and 26, 2003
39. Staff Report 4121 Kingston Road Zoning Amendment Application – Preliminary Report August 15, 2012 (12-146422 ESC 43 OZ)
40. City of Toronto Project Data Sheet 4121 Kingston Road April 2021
41. Bousfields Inc. Planning & Urban Design Rationale 4121 Kingston Road April 2021
42. Report For Action – Preliminary Report – 4121 Kingston Road – Zoning Amendment Application dated August 19, 2021
43. City of Toronto 4121 Kingston Road/ Kingston Road Planning Framework Study Virtual Community Consultation Meeting November 16, 2021
44. Report for Action Request for Directions Report – 4121 Kingston Road Zoning Amendment Application June 10, 2022 (21 138377 ESC 24 OZ)
45. 4121 Kingston Road – Toronto Development Application Portal – Description and Milestone Timeline

**ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

**Transaction No. 3 – 1-19 Glen Watford Drive**

46. Supplementary Planning Report, 25 Glen Watford Drive Prepared by PMG Planning Consultants August 30, 2016
47. Bousfields Inc. Letter to D. Muirhead Scarborough Planning District Application 12 136441 ESC 41 OZ 23 Glen Watford Drive Addendum to Avenue Segment Study dated March 07, 2019
48. Bousfields Inc. Avenue Segment Study Addendum 2 March 07, 2019
49. LPAT Decision Zoning By-law Amendment and Site Plan 25 Glen Watford Drive Issue Date: August 23 2019 Case No.: MM180014
50. Revised Report For Action – 23 Glen Watford Drive – Zoning Amendment and Draft Plan of Subdivision Applications – Final Report January 20, 2020
51. Planning Justification Report 1-19 Glen Watford Drive prepared by Johnston Litavski Ltd. Dated August 2021
52. Project Data Sheet – 1-19 Glen Watford Drive August 2020 – Toronto Development Application Portal
53. 1-19 Glen Watford Drive – Toronto Development Application Portal – Description and Milestone Timeline

**Transaction No. 4 – 197, 199 & 201 Galloway Road and 4097 Lawrence Avenue East**

54. Final Report – 4097 Lawrence Avenue East and 197, to 201 Galloway Road – Zoning By-law Amendment Application, February 08, 2022
55. Project Data Sheet 4097 Lawrence Avenue East December 2019 Toronto Development Application Portal
56. Planning Opinion Report Zoning By-law Amendment & Site Plan Control Prepared by MGP dated December 2019

**Transaction No. 5 – 4158-4180 Markham Road & 8 and 12 Overture Road**

57. Project Data Sheet June 2022
58. Bousfields Inc. Letter Planning and Urban Design Addendum Letter September 14, 2023

**Transaction No. 6 – 1221 Markham Road**

59. Staff Report Action Required – 1221 Markham Road – Rezoning Application – Request for Direction Report, May 05, 2010
60. Bousfields Inc. Committee of Adjustment - Minor Variance Application – 1221 Markham Road Slide Deck Presentation December 08, 2021
61. Staff Report For Action - With Confidential Attachment – 1221 Markham Road – Minor Variance and Site Plan Control Appeals – Request for Further Action May 02, 2022
62. Report For Action – 1221 Markham Road Committee of Adjustment Application dated December 02, 2021

**Ministry Municipal Affairs & Housing Technical Reports**

63. Greater Golden Horseshoe: Growth Forecasts to 2051: Technical Report Prepared by Henson Consulting Ltd. For the Ministry of Municipal Affairs and Housing, August 26, 2020
64. Hemson Profile 12: Scarborough – Highway 401 Employment

**Metrolinx Report**

65. Metrolinx Durham-Scarborough Bus Rapid Transit Project Environmental Project Report Prepared by IBI and Parsons, January 2022

**ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

**GeoWarehouse and MPAC**

- 66. Parcel Registry 06179-0140 (LT)
- 67. Parcel Registry 06179-0141 (LT)
- 68. Parcel Registry 06179-0128 (LT) (Before Severance)
- 69. GeoWarehouse Property Report 1250 Markham Road (PIN 0128)
- 70. GeoWarehouse Property Report 1250 Markham Road (PIN 0140)
- 71. GeoWarehouse Property Report 1256 Markham Road (PIN 0141)
- 72. MPAC Commercial/ Industrial Property Report 1250 Markham Road

**City of Toronto Neighbourhood Profiles - Website**

- 73. West Hill Neighborhood #136
- 74. Agincourt South Malvern West Neighbourhood #128
- 75. Woburn Neighbourhood #137

**City of Toronto Interactive Website Engagement Tools**

- 76. MTSA/PMTSA Interactive Engagement Tool City of Toronto
- 77. Applications Development Portal City of Toronto
- 78. Interactive Zoning City of Toronto

**Bousfields Inc. Comparable Properties (Table 1)**

- 79. Staff Report Action Required – 1 – 2 Meadowglen Place – Rezoning and Rental Housing Demolition and Conversion Applications – Preliminary Report August 18, 2008
- 80. OMB Decision – 1 - 2 Meadowglen Place Issue Date: May 12, 2014 Case No. PL131280
- 81. Staff Report Action Required – 1021 – 1035 Markham Road – Zoning Amendment Refusal Report April 11, 2017
- 82. Report For Action – 1021 – 1035 Markham Road – Zoning Amendment – Final Report dated June 26, 2018
- 83. Report For Action – 1125 to 1137 Markham Road and 2141 Ellesmere Road – Zoning Amendment and Draft Plan of Subdivision Applications June 01, 2021
- 84. Report For Action – Preliminary Report – 1151 Markham Road – Zoning Amendment Application June 06, 2022
- 85. Bousfields Inc. Letter Zoning By-law Amendment and Draft Plan of Subdivision August 05, 2022 Addendum to Planning and Design Rationale February 2021 dated August 05, 2022

**Correspondence**

- 86. Miller Thomson LLP D. Tang letter to Chair Members Scarborough Community Council Re: Item SC30.3 – Scarborough Centre Transportation Plan – GKM – 1250 Markham Road (Bushby Drive) dated April 27, 2018

**Other Reports**

- 87. Community Services & Facilities Study – Zoning By-law Amendment 1250 Markham Road – GKM-prepared by Joanne Barnett, MCIP. RPP Revised 2018

**Note:** Specific materials related to **1250 and 1256 Markham Road** listed above include: Items 6, 9, 20, 26, 66 - 72, 86 and 87.



**ASSUMPTIONS & LIMITING CONDITIONS**

1. This planning consultancy report has been prepared at the request of Miller Thomson LLP for the determination of appropriate compensation only, and for no other purpose. The accompanying Transmittal/ Executive Summary, report and two Appendices comprising 111 pages contains the results of our analysis. This planning report has been prepared on the assumption that no other person will rely on it for any other purpose and all liability to all such persons is denied.
2. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference. Without limiting the generality of the foregoing, neither all nor any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.
3. This report is only valid if it bears the original signature of Catherine A. Spears, MCIP, RPP, Registered Professional Planner.
4. The author of this report shall not be required to give testimony or appear in court or at any administrative proceeding relating to this planning report, unless arrangements have been formalized in advance.
5. Any sketch in this planning report which shows approximate dimensions is included only to assist the reader of this report in visualizing the development potential of the subject property. It is not reasonable to rely on the sketches in this report as an alternative to an architectural drawing or a legal survey, and an accredited architect or surveyor ought to be retained for such matters.
6. These Contingent and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or the particulars of this mandate.

# **ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

## **ACKNOWLEDGEMENT OF EXPERT'S DUTY – CATHERINE A. SPEARS, MCIP RPP**

**ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*



Court File No. CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**DELOITTE RESTRUCTURING INC.**

**Applicant**

**-and-**

**GLOBAL KINGDOM MINISTRIES CHURCH INC.**

**Respondent**

**APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,  
c. B-3, s. 96**

**ACKNOWLEDGMENT OF EXPERT'S DUTY**

1. My name is Catherine Ann Spears of gsi Real Estate and Planning Advisors Inc. I live at 68 Broadview Avenue Unit 526, in the City of Toronto.
2. I have been engaged on behalf of the Respondent by Miller Thomson LLP, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
  - (a) to provide opinion evidence that is fair, objective and non-partisan;
  - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
  - (c) to provide such additional assistance as the Court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date January 30, 2024

A handwritten signature in blue ink that reads 'Catherine Ann Spears'.

*Signature*

## **CURRICULUM VITAE – CATHERINE A. SPEARS**

*Mr. A. Stephens – Miller Thomson LLP.*

*1250 Markham Road, City of Toronto.*



## **CURRICULUM VITAE – CATHERINE A. SPEARS, MCIP RPP**

# Catherine A. Spears

## Registered Professional Planner (MCIP, RPP)

Ms. Spears has been with *gis* since its inception in 1991, and has over 40 years of experience in the private sector providing a broad range of land use planning, land development, expropriation and project management experience. Ms. Spears has operated as an executive in real estate development for two of Canada's largest real estate development companies and has an impressive list of development projects for which she has obtained municipal approvals. Ms. Spears brings a broad range of planning and development experience to *gis*.

In addition, Ms. Spears has appeared before the former Ontario Municipal Board, the Local Planning Appeals Tribunal ("LPAT") and Toronto Local Appeal Body ("TLAB"), Superior Court of Justice (Ontario) and Arbitration Hearings. Ms. Spears has completed a wide range of assignments including development potential (highest and best use) analyses, planning justification reports, expropriation reply reports, official plan and zoning amendments, Committee of Adjustment (minor variance and consents), plans of subdivision and condominium, forensic land investigations, site selection, development proformas and feasibility analysis and all facets of land development approvals including site plans and building permit processing.

## **CERTIFICATIONS & PROFESSIONAL AFFILIATIONS**

Registered Professional Planner – Full Member 1986  
Canadian Institute of Planners – Full Member 1986  
Ontario Professional Planners Institute – Full Member 1986  
Appraisal Institute of Canada – Candidate Member 1991 - 1997

## **EDUCATION**

M.Sc. (PL)      Master of Science in Planning - 1989  
University of Toronto  
Ontario Graduate Scholarship

B.E.S.          Bachelor of Environmental Studies – 1981  
University of Waterloo  
School of Urban & Regional Planning (Hons. U.&R.Pl.)



### **PRIOR EXPERIENCE**

- 1990 - 1991    Bramalea Limited  
Vice President, Land Group
- 1986.- 1990    Inducon Development Corporation  
Inducon Urban Properties Corporation  
Inducon Developers of Ontario Ltd.  
Director of Planning (1988 – 1990)  
Development Co-ordinator (1986 – 1988)
- 1983 - 1986    Leon Kentridge & Associates Limited  
Planner

### **AREAS OF PRACTICE**

**Local Planning Appeal Tribunal:** Formerly the OMB, providing expert opinion evidence and testimony at the LPAT. Preparation of a witness statement, visual evidence, Document Book(s), reply reports and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations related to development approvals and expropriation claims.

**Toronto Local Appeal Body:** Providing expert opinion evidence and testimony related to minor variance and consent applications in the City of Toronto. Preparation of a witness statement, visual evidence, Document Book(s), and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations.

**Superior Court of Justice (Ontario):** Providing expert opinion evidence and testimony related to civil lawsuits involving land disputes. These assignments involve a variety of property types and include the preparation of a court ready report, visual aids and reply reports.

**Board of Negotiation Hearings:** Providing expert opinion evidence and testimony at the Board of Negotiation to attempt to pre-empt a full LPAT Hearing related to expropriation claims.



**AREAS OF PRACTICE (Continued)**

**Board of Negotiation, continued:** These assignments relate to the expropriation of land by public authorities that require the establishment of market value at the effective date. For these projects, establishing the Highest and Best Use for both the “with” and “without” the taking and establishing hypothetical development schemes, are a major component of the valuation.

**Assessment Review Board:** Providing land use planning and development potential Highest and Best Use consulting reports for the City of Toronto related to property tax appeals made to the Assessment Review Board. These assignments involve the preparation of a court ready report and expert reply reports in an attempt to pre-empt a full LPAT Hearing.

**Development Approvals and Project Management:** Providing land use planning, development and project management skills to obtain planning approvals related to residential, retail commercial and industrial projects, including applications for official plan and zoning by-law amendment, draft plan of subdivision and condominium, site plan approval and minor variance and consent.

**Building Permit Approvals and Divisional Court:** Providing skills and expertise to expedite building permit approvals for private and public sector clients. Recent examples include obtaining the building permits for Sobeys OCADO “VIOLA” distribution and fulfilment centre in Vaughan, Ontario and permits for numerous RONA and Reno-Depot retail warehouses in various formats across Ontario. This may include attendance at Divisional Court related to Orders to Comply.

**Arbitration Hearings:** Providing expert opinion evidence and testimony at Arbitration Hearings. An example relates to long-term ground leases with renewal terms that require the establishment of market value at the renewal date. Establishing the Highest and Best Use and hypothetical development schemes was a major component of the valuation.

**Development Consultancy – Other Assignments:** Providing support and assistance to private sector clients with respect to asset acquisition (due diligence investigations), asset disposition, consulting on development potential, timing, approaches and deal structuring.

## **PARTIAL CLIENT LIST**

### ***Law Firms***

Ackerman Law  
Battiston & Associates  
Borden Ladner Gervais LLP  
Charney Lawyers  
Davies Howe LLP  
Dentons  
DLA Piper LLP  
Fasken Gardiner Roberts LLP  
Fraser Millner Casgrain LLP  
Goodman and Carr LLP  
Lax O'Sullivan Scott Liscus LLP  
McCarthy Tétrault LLP  
Miller Thomson LLP  
Morris Rose Ledgett LLP  
Rueters LLP  
Scargall Owen-King LLP  
Stevenson Whelton LLP  
Thomson Rogers LLP  
Wardle Daly Bernstein Bieber LLP  
WeirFoulds LLP

### ***Developers***

Baif Development Limited  
Batty Investments Ltd.  
Bordeaux Developments (Genstar)  
Bramalea Limited  
Brooklin Limited Partnership  
Camrost Feldcorp  
Canfirst Capital Management  
Cresford Developments / B&H  
Dream Corporation  
Dundee Capital Management  
Fineway Properties Group  
First Professional Management  
Fram Building Group  
High Rise Group  
Inducon Development Corporation  
Kleinburg Investments Ltd.  
KIANIK Home Development

### ***Developers Continued***

Kingsett Capital  
Kodiak SOS Investments Ltd.  
Kreadar Enterprises Ltd.  
Longboat Developments Inc.  
Markborough Properties  
Markson Investments  
Mirmor Investments Ltd.  
Morningside Heights Developments  
Orton Parkway Limited  
Paletta International Corporation  
Pinetree Developments Company Ltd.  
Sorbara Group  
Steeles Markham Developments  
Inc. (Fieldgate Development)  
Strathallen Capital Corporation  
Sweet Corn Farms Inc. (N. Nutson)  
Tri-lag Corporation  
TNT Canada Inc.  
Vaughan West Business Park  
(NHD Developments Ltd., H&R Real  
Estate Investment and Royal Plastics)  
York Properties Group  
Wycliffe Homes

### ***Real Estate Development/ and Management Companies***

BentallGreenOak LLP (BGO)  
Beutel, Goodman & Company Ltd.  
Dream Unlimited Corporation  
GE Capital  
Greenwin Construction  
McCOR Management Inc.  
Nexacor Realty Management  
Plenary Group/ PCL Construction  
Prudential Insurance  
Realspace Management Group Inc.  
Sun Life Assurance Company  
of Canada

This is Exhibit "C" referred to in the Affidavit of Catherine Ann Spears sworn by Catherine Ann Spears at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

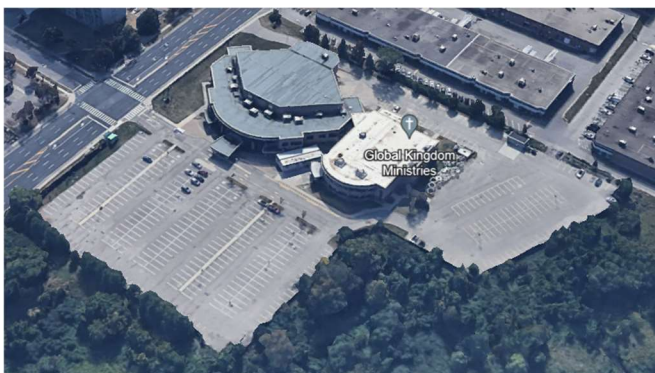


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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# SUPPLEMENTARY PLANNING REPORT – REVIEW OF KROLL COMPARABLE SALES



PREPARED FOR:

**MILLER THOMSON LLP**

FOR THE PROPERTY DESCRIBED AS:

**1250 Markham Road**

**(Part of Lot 32 Registrar's Plan 10620)**

**City of Toronto**

**PIN 06179-0140 (LT)**

**Report Date:** January 30, 2024

**Effective Date:** April 16, 2021



- ▣ REAL ESTATE APPRAISAL
- ▣ REAL ESTATE COUNSELLING
- ▣ LAND USE PLANNING
- ▣ EXPROPRIATION/LITIGATION

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January 30, 2024

**Miller Thomson LLP**

Scotia Plaza  
40 King Street West, Suite 1011  
Toronto, Ontario  
M5H 3S1

Attention: Mr. Adam Stephens, Partner

Dear Sir,

**RE: Supplementary Planning Consultancy Report.**  
**Review of Kroll Comparable Sales.**  
**Subject Property: 1250 Markham Road, City of Toronto.**  
**Legal Description: Part of Lot 32, Registrar's Complied Plan 10620.**  
**PIN: 06179-0140 (LT).**  
**Court File No. CV-23-00697814-00CL.**

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In accordance with your request, gsi Real Estate and Planning Advisors Inc. (**gsi**) have prepared the attached supplementary planning consultancy report for your review.

At issue is the alleged Trinity Ravine Corporation (**TRC**) Transfer at Undervalue under Section 96 of the *Bankruptcy and Insolvency Act*. Global Kingdon Ministries Church Inc. (**GKMC**) retained Altus Group to prepare an appraisal report (**Altus Report**) at the transfer date of April 16, 2021 (the **effective date**). Deloitte Restructuring Inc. retained Kroll Real Estate Advisor Services (**Kroll**) to prepare a Review Report and Comprehensive Narrative Appraisal report (the **Kroll Report**) commenting upon the appropriateness and reasonableness of the Altus Report and, to prepare an independent opinion on the market value of a property described municipally as 1250 Markham Road (the **subject property**) at the valuation date.

The fundamental disagreement between the Altus Report and the Kroll Report is their highest and best use conclusions. The Altus Report concluded that the highest and best use of the subject property "as if vacant" was for development of a commercial/ industrial/ employment use,

## LETTER OF TRANSMITTAL

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*



similar to the existing subject property improvements. “As improved” the Altus Report concluded that the highest and best use was its continued use as a place of worship with the addition of a parking structure to accommodate the minimum parking requirements in the “as-of-right” zoning by-law. The Kroll Report concluded that the highest and best use “as if vacant” was for residential/ mixed use development predicated on its redevelopment potential to support high density residential uses. The Kroll Report relies upon a planning opinion letter prepared by Bousfields Inc. (**Bousfields**).

The purpose of this supplementary planning consultancy report is to assist an appraiser in valuing the subject lands and the Court in a legal proceeding in the Ontario Superior Court of Justice regarding the transfer of the subject property (4.259-acres).

The attached report reviews the six representative transactions identified on an “Improved Sales Comparison Table” in the Kroll Report (page 54 to 64). Our review focuses on the Kroll Report’s criteria for their adjustment grid as well as other factors such as: neighbourhood location, land use controls (official plan and zoning), proximity to higher order transit, access to major roads, development application status, development timing and other land use planning considerations.

In addition, we have been asked to consider and provide an opinion on the statement made by Deloitte Restructuring Inc. in a report filed in the Court on January 16, 2024 regarding the Kroll Report representative transaction sites.

All comments, opinions, and conclusions are discussed in this supplementary planning consultancy report to the extent necessary to support our land use planning and development conclusions. The accompanying supplementary planning consultancy report of 51 pages contains the results of our analysis and expert opinion.

This report is to be relied upon for the purposes of the appraiser and this litigation and for no other purpose.

Respectfully submitted,

**gsi Real Estate & Planning Advisors Inc.**

A handwritten signature in blue ink that reads "Catherine Spears".

Catherine A. Spears, MCIP, RPP  
Registered Professional Planner







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## ACCURACY OF ASSUMPTIONS RELIED UPON BY DELOITTE RESTRUCTURING

We have been asked by Miller Thomson LLP to consider and provide our opinion on the following statement found at paragraph 14 of the Deloitte Restructuring Inc. Trustee's Report to the Creditors on Transfer at Undervalue, dated January 16, 2024 filed in Court (File No. CV-23-00697814-00CL).

Paragraph 14 page 5 states:

"14 It is the Trustee's opinion, based on the appraisal prepared by Kroll Canada Inc. (Kroll), a real estate advisory firm, that the fair market value of the Southern Land, at the transfer date of April 16, 2021 was \$23.2 million, with a highest and best use as multi-unit residential real estate development. In determining that value, Kroll has relied upon six similar real estate transactions that are geographically and temporally appropriate. The representative transactions, like the Southern Land, were not yet approved for such use at the time of their sale, and therefore best represent the market's judgement on the value of such land and likelihood of future approvals. As a result, the Trustee believes that Kroll's analysis represents the best information as to the market value of the Southern Land."

It is our opinion that it is inaccurate that five of the six representative transactions "*were not yet approved for residential use at the time of their sale*". They were.

In each of those transactions, the land was both designated by the Toronto Official Plan as being within a *Mixed Use Area* where residential uses are permitted without the need for an Official Plan Amendment or Conversion and zoned to permit apartment or other multi-unit residential uses. The following **Table No. 1** sets out the Toronto Official Plan designations and the zoning applicable to those sites as of the date of their sale.

Table No. 1 Kroll Transaction Sites: Official Plan and Zoning Status		
Transaction No. and Address:	Official Plan Designation:	Zoned
Transaction No. 1: 144 Galloway Road	<i>Mixed Use Area</i> which "are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities". (Toronto OP Policy 4.5.1).	Commercial Residential (CR) Zone permits residential apartment building (10-storey, 165 units) which constitutes a multi-unit residential use (Scarborough West Hill Community By-law 10327).
Transaction No. 2: 4121 Kingston Road	<i>Mixed Use Area</i> which "are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities." (Toronto OP Policy 4.5.1).	Commercial Residential (CR) Zone permits residential uses up to 8-storeys which constitutes a multi-unit residential use (Scarborough West Hill Community By-law 10327, amended by By-law 597-2003).

Transaction No. 4: 197-201 Galloway Road and 4097 Lawrence Avenue East	<i>Mixed Use Area</i> which “are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities.” (Toronto OP Policy 4.5.1).	Commercial Residential (CR) Zone permits <u>only</u> residential uses (37-stacked townhouse units) which constitutes a multi-unit residential use (Scarborough West Hill Community By-law 10327, amended by By-law 792-2015).
Transaction No. 5: 4158 - 4180 Markham Road	<i>Mixed Use Area</i> which “are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities.” (Toronto OP Policy 4.5.1).	Commercial Residential (CR) Zone permits residential uses up to 8-storeys which constitutes a multi-unit residential use (Scarborough West Hill Community By-law 10327, amended by By-law 597-2003).
Transaction No. 6: 1221 Markham Road	<i>Mixed Use Area</i> which “are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities.” (Toronto OP Policy 4.5.1).	Apartment Residential (A) which permits apartment buildings which is a multi-unit residential use. (Scarborough Woburn Community ZBL 9510). Furthermore, at the transaction date of the sale of this property a development application to permit three multi-unit residential buildings (20, 25 and 26-storeys) comprising 733 units had been approved by the OMB (ZBL 1000-2011(OMB)).

With regard to the above five representative transactions, the amount of residential density which may have been desired by the vendor or the purchaser may have required further rezoning applications which were applied for (but not necessarily approved or were approved and not constructed), but the “principle” of multi-unit residential uses was not only established by the Official Plan designations, the zoning specifically allowed such uses.

It is our opinion that the principle of multi-unit residential uses was also well established at the time of the sale of Transaction No. 3 (1-19 Glen Watford Drive).

<b>Transaction No. and Address:</b>	<b>Official Plan Designation:</b>	<b>Zoned</b>
Transaction 3: 1-19 Glen Watford Drive	<i>Mixed Use Area</i> which “are made up of a broad range of commercial, residential and institutional uses, in single or mixed use buildings, as well as parks and open spaces and utilities”. (Toronto OP Policy 4.5.1).	Community Commercial (C2) and Commercial Residential (CR) Zone permits a commercial plaza. (Agincourt Community ZBL 10076 and Toronto ZBL 569-2013).

Like all of the other transactions the Trustee relies upon, 1-19 Glen Watford Drive was also designated *Mixed Use Areas*, where multi-residential uses are permitted without the need for an Official Plan Amendment/ Conversion request. However, because it had been developed on a

site-specific basis in 1996, a site-specific zoning by-law was imposed at that time by the former Scarborough City Council to allow the existence of the commercial retail plaza that was constructed and existed on the transaction date. The most recent zoning by-law applicable to the property, the City of Toronto harmonized Zoning By-law 569-2013, zones the property *Commercial Residential (CR)* zone; establishing once again, the principle that multi-unit residential apartment (single use) buildings or mixed-use multi-unit predominantly residential buildings are appropriate for the property; but as was the City's practice, the new City ZBL 569-2013 carried over the site specific restrictions that allowed only the commercial plaza.

It is our opinion that given the *Mixed Use Area* designation and the *Commercial Residential (CR)* zoning, the City would have been extremely open to a simple routine rezoning application to add a permission for multi-unit residential uses and that the likelihood of getting approval for such a rezoning (without the need for an Official Plan Amendment/ Conversion request) was highly likely on the transaction date.

To understand our analysis of Transaction No. 3 in particular, it is crucial to understand that while the zoning of a property establishes the right to proceed to construct what is permitted, the primary impediment to the development of a multi-unit residential building on a property like the subject property at 1250 Markham Road is not the zoning by-law or the need for a Zoning By-law Amendment.

The primary impediment is the need for an Official Plan Amendment to re-designate a property that is currently designated within an *Employment Area* to a designation like *Mixed Use Area* that permits non-employment uses like residential uses. The *Places to Grow Act, 2005, S.O. 2005, c.13* provides that any decision to approve an Official Plan Amendment or a Zoning By-law Amendment “*shall conform with a growth plan that applies to that growth plan area*”. The applicable growth plan here is the Growth Plan for the Greater Golden Horseshoe (2019) – Order in Council 641/2019, Amendment 1 (2020).

The Growth Plan 2020 generally limits “*the conversion of lands within employment areas*” as they “*may be permitted only through a municipal comprehensive review*” (Policy 2.2.5.9) and, only when that policy's specific “tests” have been satisfied. The Growth Plan 2020 contains many policies which are designed generally to protect employment activities and lands. Any land designated as an *Employment Area* by the municipality, like 1250 Markham Road, is land within an *employment area* in the Growth Plan. As *municipal comprehensive reviews* have to be municipality initiated and only occur periodically (the next MCR will almost certainly not occur until at least 2029), that imposes a significant impediment on conversion.

The Growth Plan 2020 does permit Conversions between *municipal comprehensive reviews*, but in addition to satisfying the tests in Policy 2.2.5.9, the conversions must also meet additional, more onerous tests. In our opinion, the following requirement established by Policy 2.2.5.10(b) would not be satisfied by Option 3 considered by Bousfields.

10. “Notwithstanding policy 2.2.5.9, until the next *municipal comprehensive review*, lands within existing *employment areas* may be converted to a designation that permits non-employment uses, provided the conversion would:
- a) satisfy the requirements of policy 2.2.5.9 a), d) and e);
  - b) maintain a significant number of jobs on those lands through the establishment of development criteria; and**
  - c) not include any part of an employment area identified as a *provincially significant employment zone* unless the part of the *employment area* is located within a *major transit station area* delineated in accordance with the policies in subsection 2.2.4.” *Note: gsi added bold for emphasis.*

In summary, it is our opinion that all six “representative transactions” are not “*like the Southern Land*” (as the Trustee calls 1250 Markham Road) because:

- Five of the transactions were already approved (by both the Official Plan and the Zoning) for multi-unit residential uses at the time of their sale;
- The Transaction No. 3 property was already approved by the Official Plan and the City’s harmonized zoning by-law *Commercial Residential (CR)* zoning established the principle of multi-unit residential uses;
- Four of the properties (Transaction No’s. 1, 2, 3 and 6) were designated as an *Avenue* (Map 2 Urban Structure) area and subsequently as a MTSA and elevated to a PMTSA, where residential intensification is encouraged by both the City policies and provincial legislation (section 16 of the *Planning Act*) which require minimum residents and densities and provide procedural protection for such policies. 1250 Markham Road was not located in a proposed MTSA or an *Avenue*; and,
- With regard to the Trustee’s statement that the representative transactions are “geographically” proximate”, we would add that five of the sites are located approximately 3.4 to 3.8-kilometers from the subject property. From a planning perspective, even more importantly, these five sites are located in very different neighbourhoods with very different characteristics. Distinct enough to warrant their own Community Zoning By-law e.g., West Hill B/L 10327; Agincourt B/L 10706 and Woburn B/L 9510. In the Scarborough District there are 34 Community Zoning By-laws and one Employment District By-law. The subject property is zoned Industrial (M) in the Scarborough Employment District Zoning B/L 24982 and not in a Community Bylaw.

Finally, it is our opinion that the relative ease with which the Transaction No. 3 property could be rezoned to permit multi-unit residential uses that are normally permitted within a *Commercial Residential (CR)* zoning makes it significantly different than the 1250 Markham Road property which is not zoned *Commercial Residential (CR)* and requires an Official Plan Amendment/ Conversion that complies with the Growth Plan 2020.

## KROLL REPORT – COMPARABLE PLANNING REVIEW

The Kroll Report identified six (6) properties in considering the Direct Comparison Approach (**DCA**) for determining market value of the subject property. This section of the report constitutes an independent planning review of the Kroll Report improved land sales representative transactions, in accordance with a request by Miller Thomson LLP.

The purpose of our review is to identify the land use policy context (official plan), regulatory framework (zoning) and development approval status of each of the representative transaction sites to assist an appraiser in their determination of market value, and for no other purpose.

The following is a planning summary focusing on the comparable properties of each of the chosen sites to determine whether the chosen transactions are “similar” to the subject property in terms of their neighbourhood location, official plan designation and zoning, proximity to higher order transit and development application approval status.

**Table 2 – KROLL COMPARABLE SITE CHART**




<b>Sale</b>	<b>1</b> 144 Galloway Road	<b>2</b> 4121 Kingston Road	<b>3</b> 1-19 Glen Watford Drive	<b>4</b> 197, 199 & 201 Galloway 4097 Lawrence Ave East	<b>5</b> 4158 – 4180 Kingston Road	<b>6</b> 1221 Markham Road
<b>Location</b>	West Hill	West Hill	Agincourt	West Hill	West Hill	Woburn
<b>Sale Date</b>	Mar 1, 2021 (-46 days) <sup>1</sup>	June 15, 2020 (-305 days)	Mar 17, 2020 (-395 days)	Mar 17, 2020 (-395 days)	Dec 03, 2019 (-500 days)	Oct 21, 2019 (-543 days)
<b>MTSA</b>	Guildwood MTSA	Guildwood MTSA	Agincourt MTSA	No	Guildwood MTSA	No
<b>Official Plan</b>	<i>Avenue – Mixed Use Areas</i>	<i>Avenue – Mixed Use Areas SASP 272</i>	<i>Avenue – Mixed Use Areas</i>	<i>Mixed Use Areas</i>	<i>Avenue – Mixed Use Areas</i>	<i>Mixed Use Areas OPA 71 – SASP 322</i>
<b>Zoning</b>	West Hill ZBL 10327 CR Zone Commercial Residential ZBL 597-2003	West Hill ZBL 10327 CR Zone Commercial Residential ZBL 597-2003	Agincourt ZBL 10076 CC & CR Zone Community Commercial & Commercial Residential ZBL 569-2013	West Hill ZBL 10327 CR Zone Commercial Residential ZBL 792-2015	West Hill ZBL 10327 CR Zone Commercial Residential ZBL 597-2003	Woburn ZBL 9510- A Zone Apartment Residential 1000-2011(OMB)

<sup>1</sup> Days before (-) or after (+) the effective date of April 16, 2021.



<b>Approval Status</b>	ZBA & SA NOAC Issued 20/11/2020 (City File: 20 220827 ESC 24 SA)	ZBA & SA Notice Issued Complete App 01/06/21 (City File 21 138377 ESC 24 OZ)  OLT Appeal 04/14/2021	ZBA & SA Pre-Application August 2020 Avenue Segment Study – City Endorsed “Soft Site” #6 – @ 6.52 FSI Master Concept Plan (19, 23 & 25 Glen Watford Dr.)	ZBA & SA Submitted November 2013 Council Approved July 09, 2015 37 TH Units (City File 13 265839 ESC 43 OZ & 13 265841 ESC 43 SA)	- No application submitted.	OPA & ZBA OMB PL 090814 773 Units 20, 25 & 26 Storey Blocks A, B, C (26,556 m <sup>2</sup> GFA) Block D 18.5-m ROW & Site Plan 07/ 2020 (20 171710 ESC 24 SC)
<b>Proposed Use</b>	168 Units 10-Storey 11,892 m <sup>2</sup>	996 Units 10, 12, 25 & 35 Storey Buildings 84,298 m <sup>2</sup>	385 Units 33 Storey 26,215 m <sup>2</sup>	37 Units 4-Storey Townhouse Blocks	N/A	906 Units Site Plan - 133 Additional Units 20, 26 & 30 Storey 73,807 m <sup>2</sup>
<b>Density</b>	5.1 FSI	7.73 Net 5.58 Gross	7.63	1.72 (43% Coverage)	N/A	5.36
<b>Tenure</b>	Rental - 66 plus 102 Affordable Housing (Units TO Open Door	Market (Condo)	Rental	Market (TH Freehold/ Condo)	Market (Condo)	Market (Condo)
<b>Lot Area</b>	0.53-Acres 0.21Ha 2,180 m <sup>2</sup> (23,087 ft. <sup>2</sup> )	3.9-Acres 1.58 Ha 15,774.5 m <sup>2</sup> (172,240 ft. <sup>2</sup> )	0.87-Acres 0.35 Ha 3,545 m <sup>2</sup> (38,158 ft. <sup>2</sup> )	1.01-Acres 0.41 Ha 4,068 m <sup>2</sup> (92,570 ft. <sup>2</sup> )	0.99-Acres 0.4 Ha 4,006 m <sup>2</sup> (43,124 ft. <sup>2</sup> )	4.7-Acres 1.9 Ha 19,016 m <sup>2</sup> (204,684 ft. <sup>2</sup> )
<b>Existing Use</b>	1-Storey Coin Car Wash	Vacant (former Bob Johnson Chev/ Olds dealership)	1-Storey Retail Commercial Plaza	Vacant (2 Former SD Dwellings)	1-Storey Commercial Retail Plaza	2-Storey Commercial Retail Markham Plaza

All of the transaction sites shown on **Table No. 2** above are located in the City of Toronto in the former municipality of Scarborough. The following is a detailed review of each of the six (6) representative transactions at the transaction date.

Transaction No. 1	144 Galloway Road, Toronto
<p><b>Neighbourhood Location:</b></p> <p>144 Galloway Road is located in the City of Toronto's West Hill Neighbourhood #136. Kingston Road, Morningside Road and Lawrence Avenue are all identified as "major roads" in the Official Plan. Transaction 1 is located less than 1-kilometer or a 13-minute walk from the Guildwood Go Station shown as a purple circle.</p>	<p style="text-align: center;"><b>West Hill</b></p>  <p style="text-align: center;">Source: City of Toronto.</p>
<p>At the transaction date, 144 Galloway Road was improved with a 400 m<sup>2</sup> (4,294 ft.<sup>2</sup>) 24-Hour Coin Car Wash constructed in 1989.</p> <p>The property is located south of Kingston Road on the west side of Galloway Road. The site has obstructed visibility from Kingston Road. The surrounding land uses include retail commercial to the north including three (3) free-standing pads. Maplewood High School is immediately adjacent to the south, apartment and townhouses are located to the east and west.</p>	 <p style="text-align: center;">Source: Google Earth.</p>
 <p style="text-align: center;">Source: Google Earth.</p>	



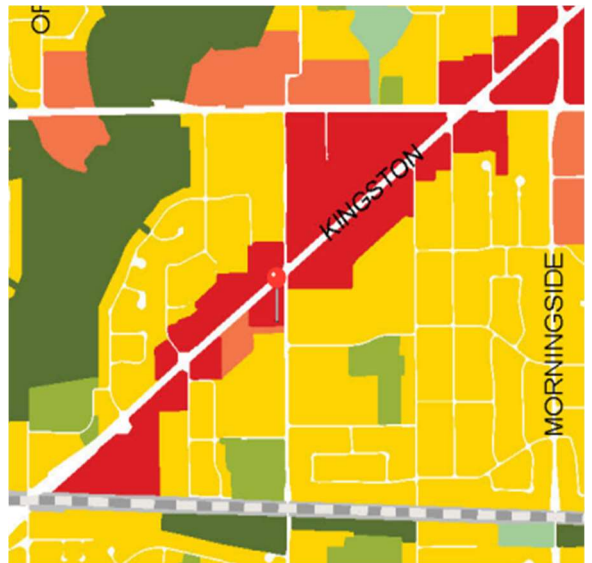
**Transaction No. 1 Aerial View** (Source: Urban Toronto)



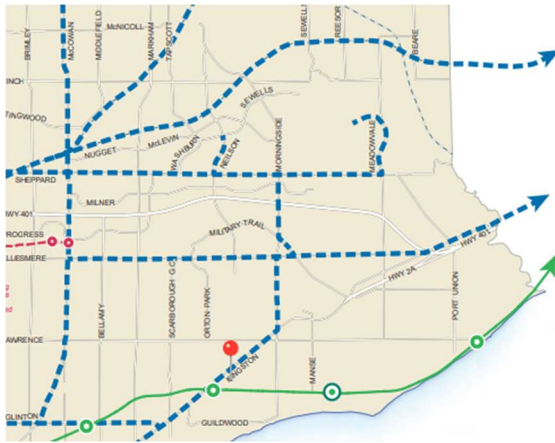
**Toronto OP Map 2 (Urban Structure): Avenue**



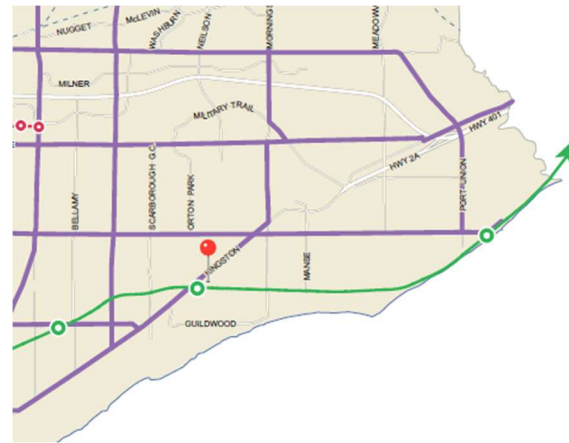
**Map 23 Land Use: Mixed Use Areas**



**Map 4 Higher Order Transit Corridor: Transit Corridor**

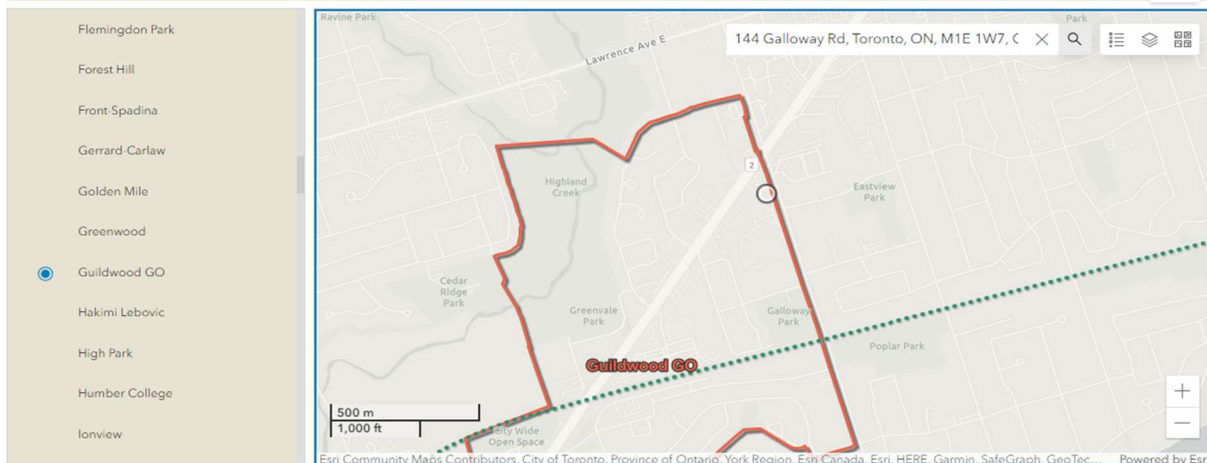


**Map 5 Enhanced Surface Transit Network: Transit Priority Segments**



### Guildwood MTSA:

#### Major Transit Station Areas Interactive Engagement Tool



### Zoning:

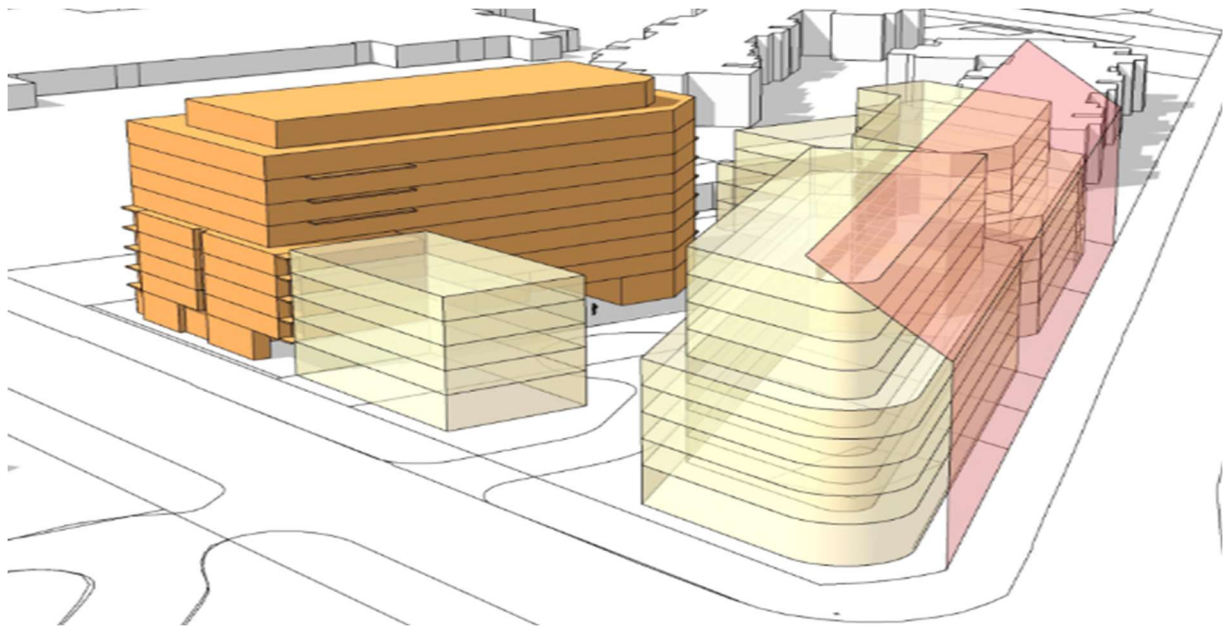
144 Galloway Road is shown as “hatched” or “greyed-out” on the City’s Harmonized ZBL 569-2013 and is therefore not subject to the “new” Toronto ZBL 569-2013. This means that the property is zoned Commercial/ Residential (CR) Zone in accordance with the former City of Scarborough West Hill Community Z/B 10327, as amended. The CR Zone permits a broad range of commercial and residential uses. The former City of Scarborough Community Council completed a Kingston Road *Avenue Study* in 2003, which redesignated the properties along Kingston Road from the Guildwood Go Station to Highland Creek to a *Mixed Use Areas* designation and rezoned these properties to a Commercial Residential (CR) zoning in accordance with ZBL 597-2003 OMB (PL030754).





<sup>2</sup> City of Toronto Development Applications Portal – Project Data Sheet.

Comparable 1 (Shaded): Future Massing Context Source: Urban Toronto.



**Comments:**


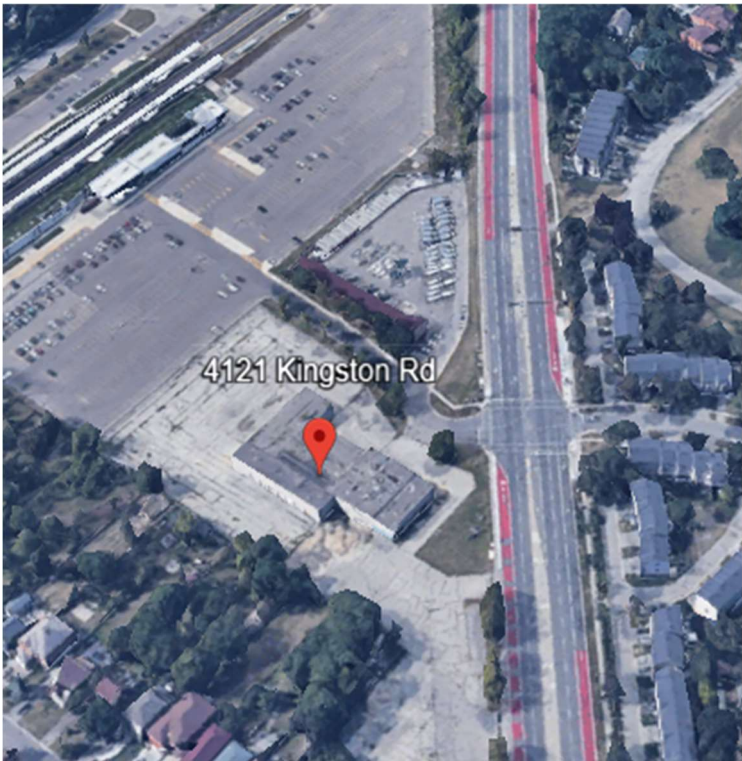
144 Galloway Road (Transaction No. 1) is a smaller site (0.53-acres) than the subject property (4.259-acres). Kingston Road has an existing and planned Right-of-Way Width (ROW) of 36-meters on Map 3 (Right-of-Way Widths) in the Toronto OP which makes it a Major Road and is identified as a *Surface Transit Priority Network* on Map 5. Unlike Markham Road, Kingston Road is also identified as a *Higher Order Transit Corridor* on Map 4 of the Toronto Official Plan. Transaction No. 1 is located within the proposed Guildwood MTSA (Major Transit Station Area) and within an 800-meter radius of the Guildwood Go Station. An MTSA is identified in the Growth Plan as an area where high density intensification is to occur for mixed use residential development.

144 Galloway Road is located on an *Avenue* and designated *Mixed Use Areas* in the Toronto Official Plan and zoned *Commercial Residential (CR)*. The existing *Commercial Residential (CR) Zone* permits residential uses; however, a ZBA was required for increased height and density, and site-specific performance standards. The developer had submitted a site plan application for redevelopment of the property to permit a 10-storey mid-rise rental building which was under review at the transaction date.

Transaction No. 1 is a smaller site; however, it is located in a MTSA, on an *Avenue*, and it has “as-of-right” official plan and zoning permissions that permit mixed-use residential uses. Site-specific development approvals were considered imminent by the City when deliberating over funding in support of affordable housing (2021) with construction anticipated to be completed by 2024.

The PPS 2020 and the Growth Plan 2020 direct the highest levels of intensification to transit-oriented locations such as an MTSA. In our opinion, a multi-unit residential redevelopment would have been considered appropriate and achievable at the transaction date.



Transaction No. 2	4121 Kingston Road, Toronto
<p><b>Neighbourhood Location:</b></p> <p>4121 Kingston Road is located in the City of Toronto West Hill Neighbourhood #136.</p> <p>Kingston Road, Morningside Road and Lawrence Avenue are identified as major roads.</p> <p>Transaction No. 2 is located immediately adjacent to the Guildwood Go Station.</p>	<p style="text-align: center;"><b>West Hill</b></p>  <p>Source: City of Toronto.</p>
<p>4121 Kingston Road has been vacant for many years. The site was a former 1974 car dealership (Bob Johnson Chev Olds). The Goldman Group sold the site to Trinity (Guildwood) GP Inc. at the transaction date. Trinity is a well-known residential developer/ builder in Toronto.</p> <p>The property is located south of Kingston Road adjacent to the Guildwood Go Station and north of the CNR rail line. A mix of low-rise and townhouses uses are located to the east and north.</p>	 <p>Source: Google Earth.</p>

**Transaction No. 2 Aerial View**

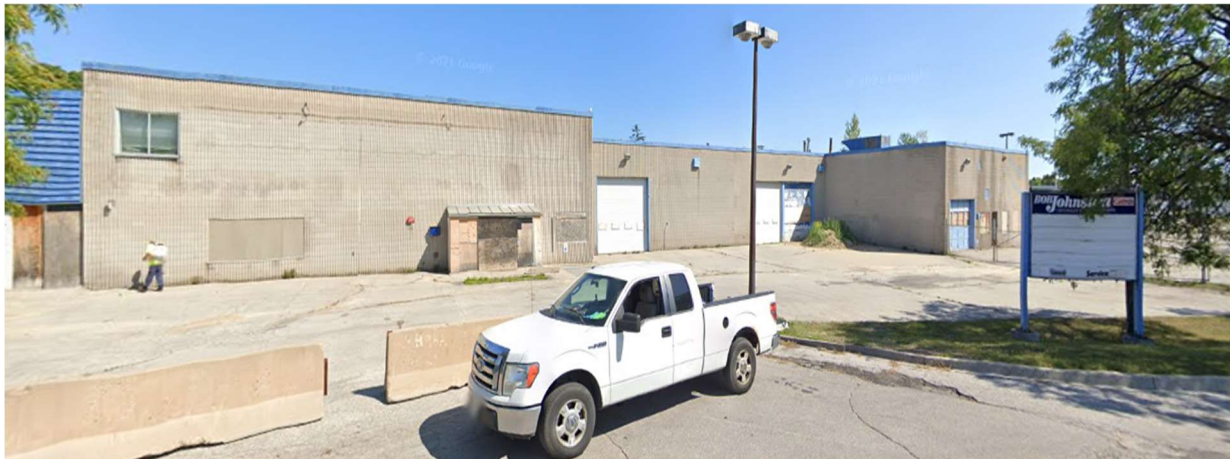


Source Google Earth annotated by gsi.

**Transaction No. 2 Street View – Kingston Road Looking South**



**Street View Looking South East – Former Bob Johnson Car Dealership**



Source: Google Earth.



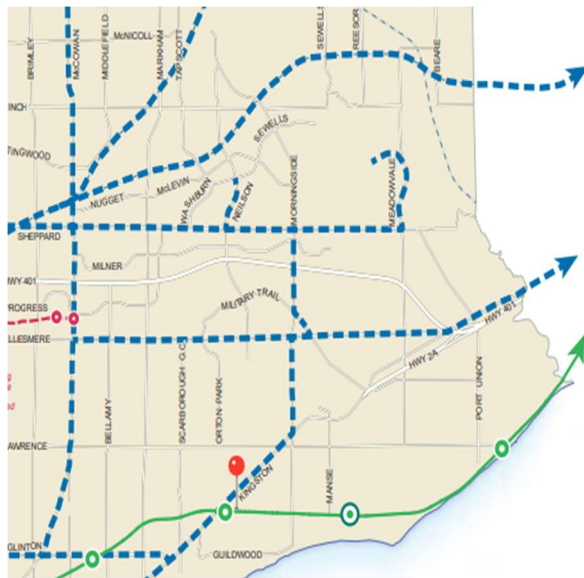
**Toronto OP Map 2 (Urban Structure) Avenue**



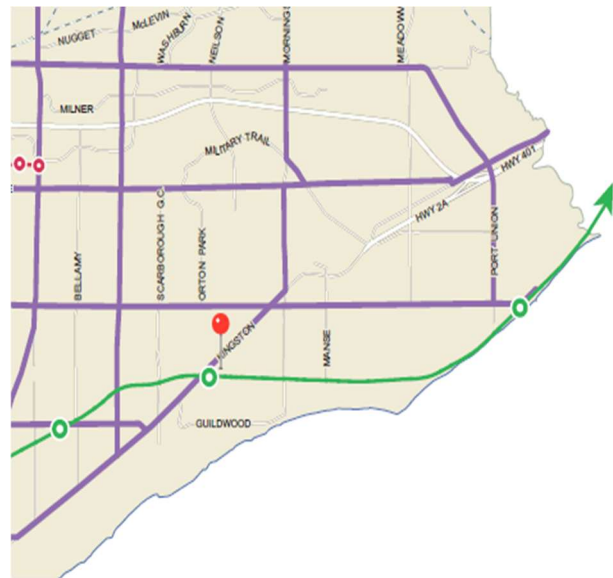
**Map 23 Land Use - Mixed Use Areas**



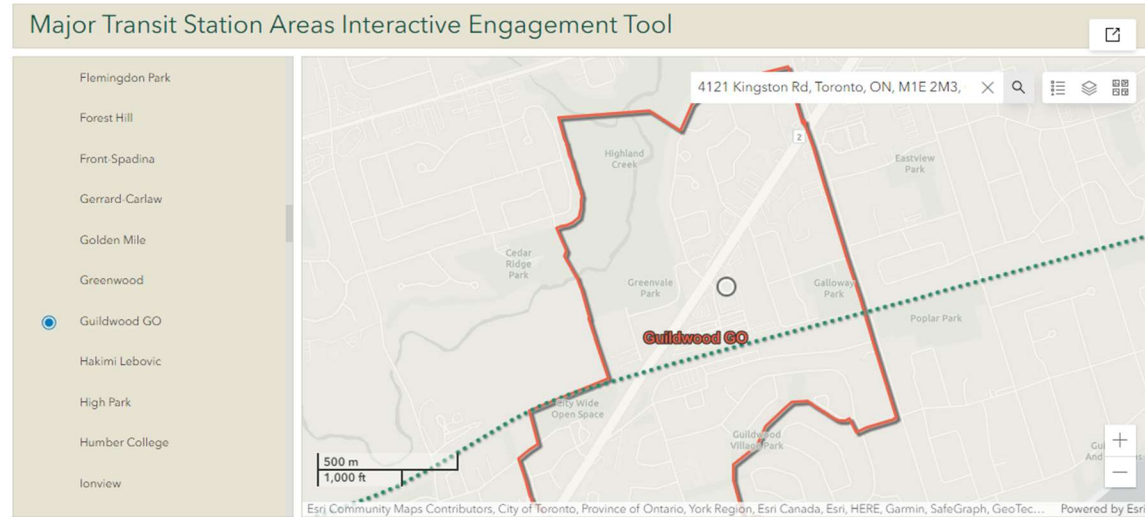
**Map 4 Higher Order Transit Corridor – Transit Corridor**



**Map 5 Enhanced Surface Transit Network: Transit Priority Segments**



## Guildwood MTSA:

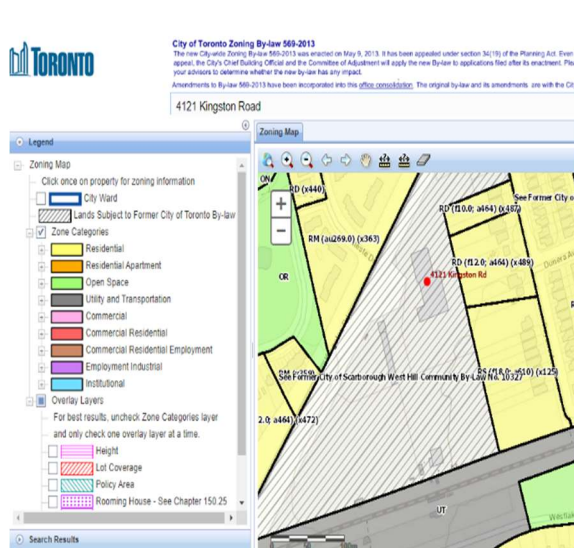


## Zoning:

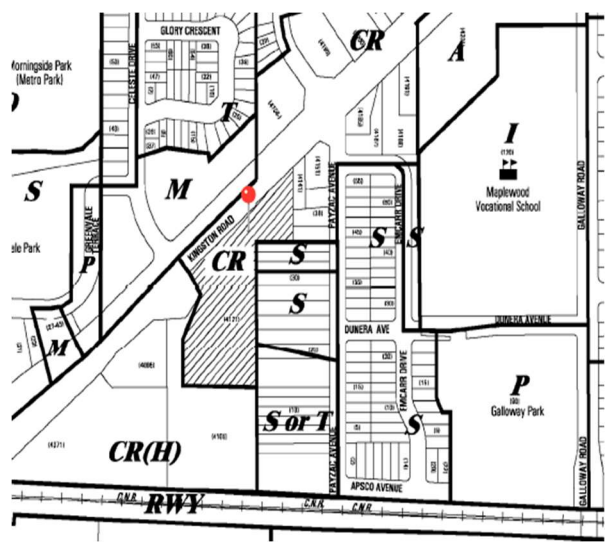
4121 Kingston Road is shown as “hatched” and “greyed-out” on the City’s interactive zoning by-law and is therefore not subject to the City’s Harmonized ZBL 569-2013. The property is zoned Commercial Residential (CR) Zone in accordance with the former City of Scarborough West Hill Community ZBL 10327, as amended by ZBL 597-2003 OMB (PL030754). The Commercial Residential (CR) zoning permits residential uses up to a maximum of 8-storesys.

As noted in our review of Transaction No. 1, the former City of Scarborough Community Council completed a Kingston Road *Avenue* Study in 2003, which redesignated the properties along Kingston Road, from the Guildwood Go Station to Highland Creek, to a *Mixed Use Areas* designation and zoned them Commercial Residential (CR) zoning which was approved by the OMB (PL030754).

## Toronto ZBL 569-2013



## West Hill ZBL 10327



At the transaction date (6-15-20) the developer had attended three (3) Pre-Application meetings with City Staff in late 2020 and early 2021 to discuss the redevelopment of the property. An application for an OPA and ZBA was submitted on post transaction date on April 14, 2021 (File 21 138377 ESC 24 OZ) and two days prior to the effective date. A previous application for redevelopment has been filed by the Goldman Group for mixed-use development on March 30, 2012 (City File 12 146422 ESC 43 OZ). The application proposed two 8-storey mid-rise buildings containing live-work and residential units, one 25-storey building and one 35-storey building for a total of 640 units (63,185 m<sup>2</sup> - 4.1 FSI). The owners at the time did not complete the application process and the file was subsequently closed.

The following is a copy of the Site Plan prepared by the Applicant in 2012.



The following is a copy of the elevation drawings contained in the 2012 City Staff Report.



**Elevations - Phase 1**

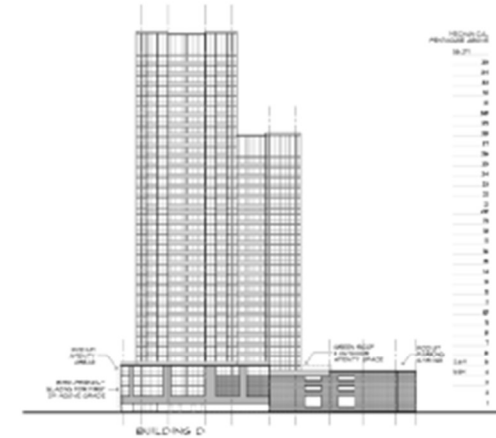
Applicant's Submitted Drawing

Not to Scale

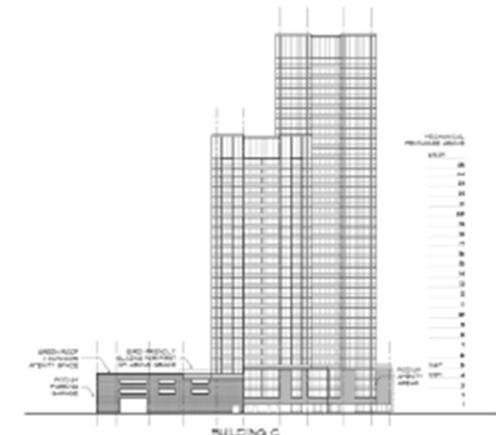
04/12/12

**4121 Kingston Road**

File # J12 146422 ESC 48 02



South Elevation



North Elevation

**Elevations - Phase 2**

Applicant's Submitted Drawing

Not to Scale

04/12/12

**4121 Kingston Road**

File # 12 146 422 ESC 43 02



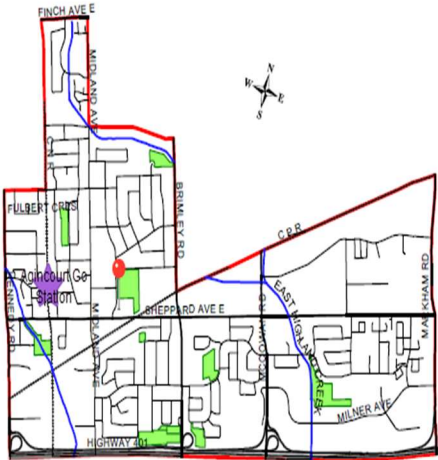
**Comments:**

4121 Kingston Road (Transaction No. 2) is only slightly smaller (3.9-acres) than the subject property (4.259-acres) and irregular in shape. Kingston Road has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) which makes it a Major Road as defined in the Official Plan and is identified as a *Surface Transit Priority Network* on Map 5. Unlike Markham Road, Kingston Road is also identified as a *Higher Order Transit Corridor* on Map 4 of the Toronto OP. Transaction No. 2 is located adjacent to the Guildwood Go Station (a proposed MTSA).

4121 Kingston Road is located on an *Avenue* and designated *Mixed Use Areas* in the Toronto Official Plan and zoned *Commercial Residential (CR)* and has been approved by the OMB (PL030754) for 8-storey mid-rise buildings. At the transaction date, the original owner had submitted an OPA and ZBA to permit two 8-storey mid-rise buildings along Kingston Road and two tall 25-storey and 35-storey buildings (63,185 m<sup>2</sup>) at the rear of the site at an overall density of 4.1 FSI.

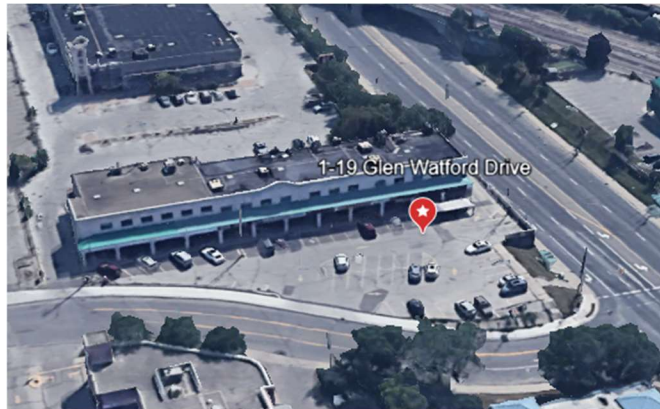
The prospective new owners had attended at least three meetings with City Staff prior to the transaction date and were aware of the site history and City support for redevelopment along Kingston Road adjacent to the Guildwood Go Station.

At the transaction date, Transaction No. 2 was designated and zoned for mixed-use residential uses; however, an official plan and zoning amendment for increased height and density was required. The PPS 2020 and the Growth Plan 2020 direct the highest levels of intensification to transit-oriented locations such as an MTSA. In our opinion, a multi-unit residential redevelopment would have been considered appropriate and achievable at the transaction date.

Transaction No. 3	1-19 Glen Watford Drive, Toronto
<p><b>Neighbourhood Location:</b></p> <p>1-19 Glen Watford Drive is located at the northeast corner of Glen Watford Drive and Sheppard Avenue East in the City of Toronto's Agincourt South-Malvern West neighbourhood # 128.</p> <p>Sheppard Avenue, Brimley Road and Midland Avenue are all identified as major roads. Comparable 3 is located approximately 1-kilometer or a 13-minute walk from the Agincourt Go Station.</p>	<p><b>Agincourt South-Malvern West</b></p>  <p>Source: City Toronto.</p>

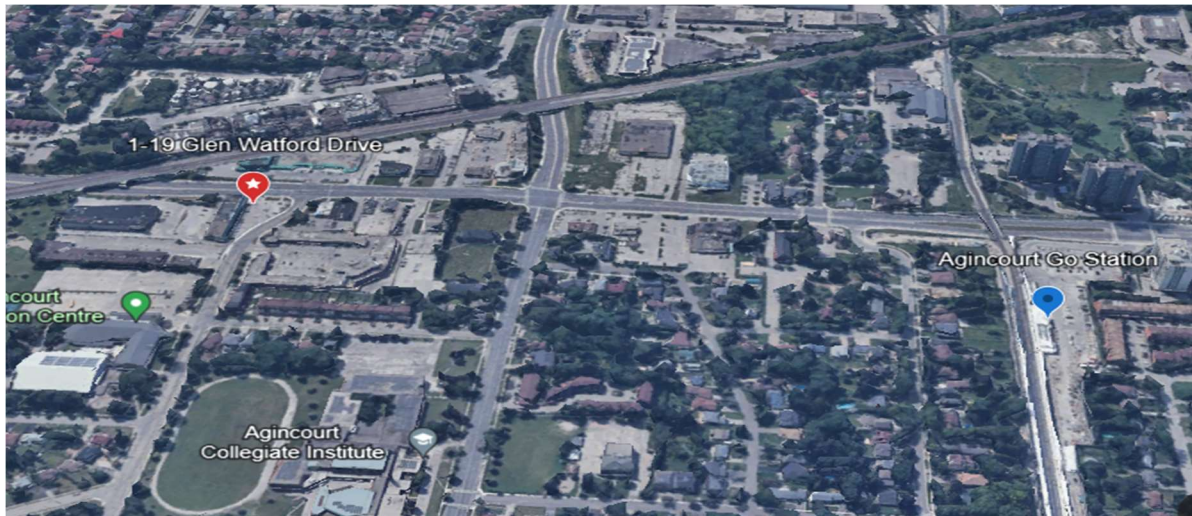
At the transaction date, 1-19 Glen Watford Drive was improved with a 2-storey, 22,718 ft.<sup>2</sup> multi-unit retail plaza constructed in 1996.

The property is located north of Sheppard Avenue on the east side of Glen Watford Drive west of the CNR line. The surrounding land uses include two retail plazas (23 and 25 Glen Watford Drive) to the immediate north and east, and a mix of retail commercial to the west and along Sheppard Avenue East to the south.



Source: Google Earth.

**Transaction No. 3 Aerial View** – Location is 1-kilometer or a 13-minute walk to Agincourt Go Station.



Source: Google Earth

**Transaction No. 3 Street View Looking East From Glen Watford Drive**





**Street View Looking Southeast Toward Future 18.5 M Public Road (23 and 25 Glen Watford Drive)**



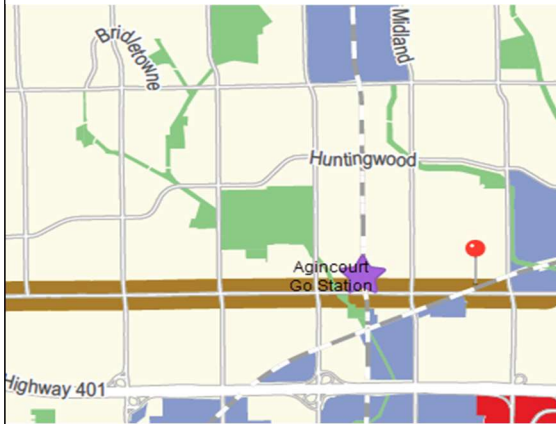
Source: Google Earth

**Transaction No. 3 Aerial View** Looking East Toward Sheppard Avenue East at CNR Crossing

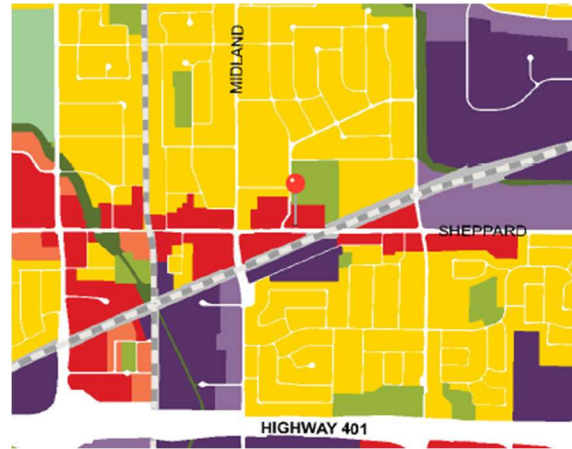


Source: Google Earth

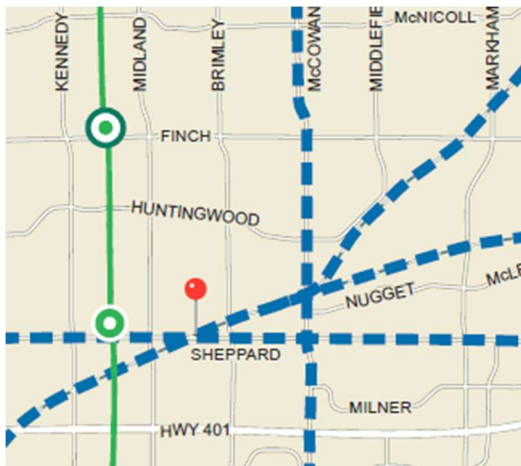
Toronto OP Map 2 (Urban Structure) Avenue



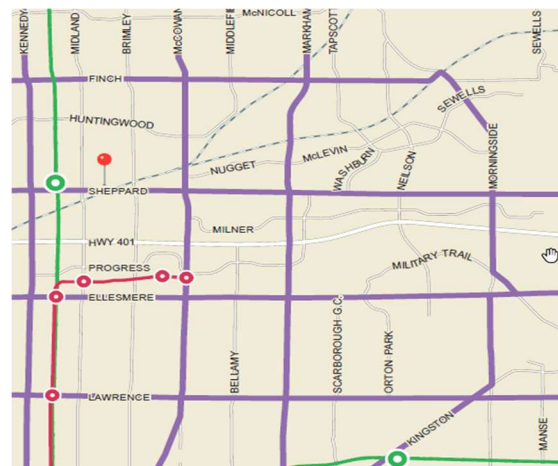
Map 19 Land Use - Mixed Use Areas



Map 4 Higher Order Transit Corridor: Transit Corridor



Map 5 Surface Transit Priority Network: Transit Priority Segment



### Agincourt MTSA:

#### Major Transit Station Areas Interactive Engagement Tool

Select an MTSA

Search...

Aga Khan Park & Museum

Agincourt

Albion

Avenue

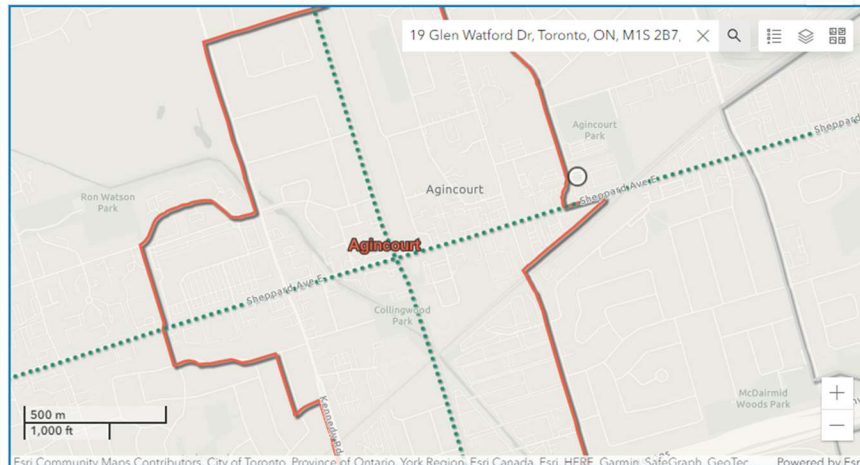
Bathurst

Bay

Bayview

Bessarion

Birchmount (Eglinton)

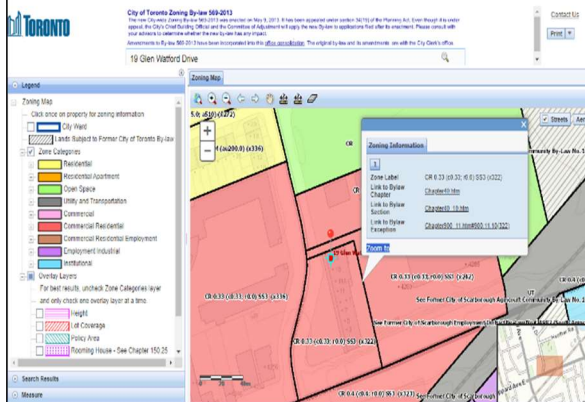




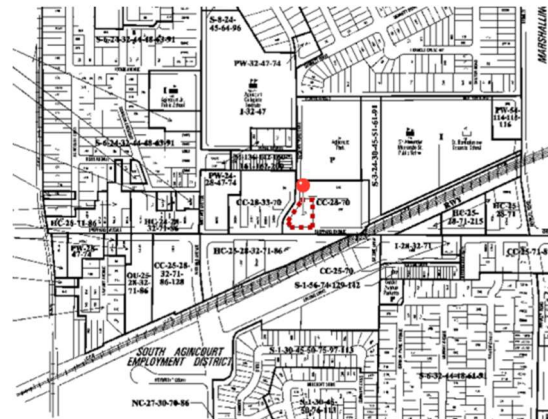
**Zoning:**

1-19 Glen Watford Drive is subject to both the former Scarborough Agincourt Community ZBL 10076 and the new Harmonized City of Toronto ZBL 569-2013. The Agincourt Community B/L 10076 zones the property *Community Commercial (CC) Zone*. Toronto ZBL 569-2013 zones the property *Commercial Residential CR Exception 322 (CR 0.33;r0.0)(x322)*. A site-specific ZBA would be required to both zoning by-laws to permit residential mixed-uses, increased height and density and revised development standards however, the rezoning would be supported by the policies in the Official Plan.

**Toronto ZBL 569-2013 – CR Zone**



**Agincourt ZBL 10076 – CC Zone**

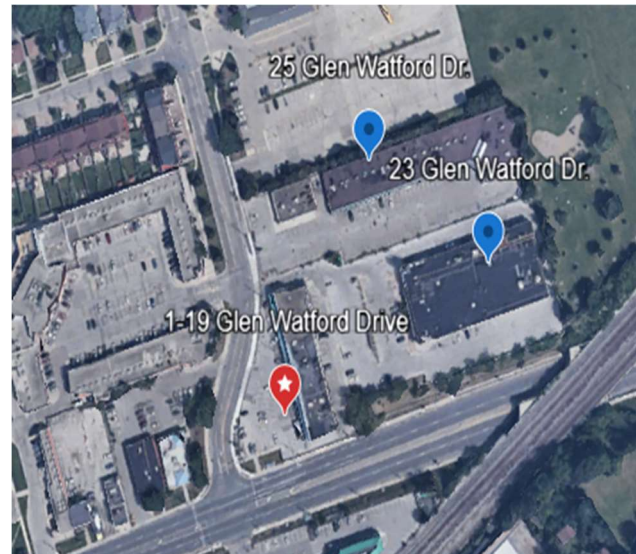


Source: Johnston Litavski Planning Justification Report

## Development Application Status:

At the transaction date (03-17-20), the purchaser would have been aware of the City's support for the redevelopment of the adjacent site at 23 Watford Drive . A Statutory Public Meeting had been held for 23 Watford Drive on February 5, 2020 and City Council approved a ZBA for 23 Glen Watford on February 27, 2020. City Council's approval was less than 1-month before the transaction date.

23 Glen Watford Drive had received approval for two 28-storey apartment (condominium) towers on a 2-storey podium. The application was submitted on March 30, 2012 (12 146441 ESC 41 OZ) 8-years prior. As part of the 23 Glen Watford planning review, the City of Toronto requested an Avenue Segment Study be prepared to examine the proposal in the context of potential redevelopment sites along Sheppard Avenue. The Avenue Study (dated November 2013, August 2017 and March 2019) identified several “soft” sites including Transaction No. 3, which was identified as “Soft Site” #6, as capable of accommodating a 20-storey mixed use building (FSI 6.52).



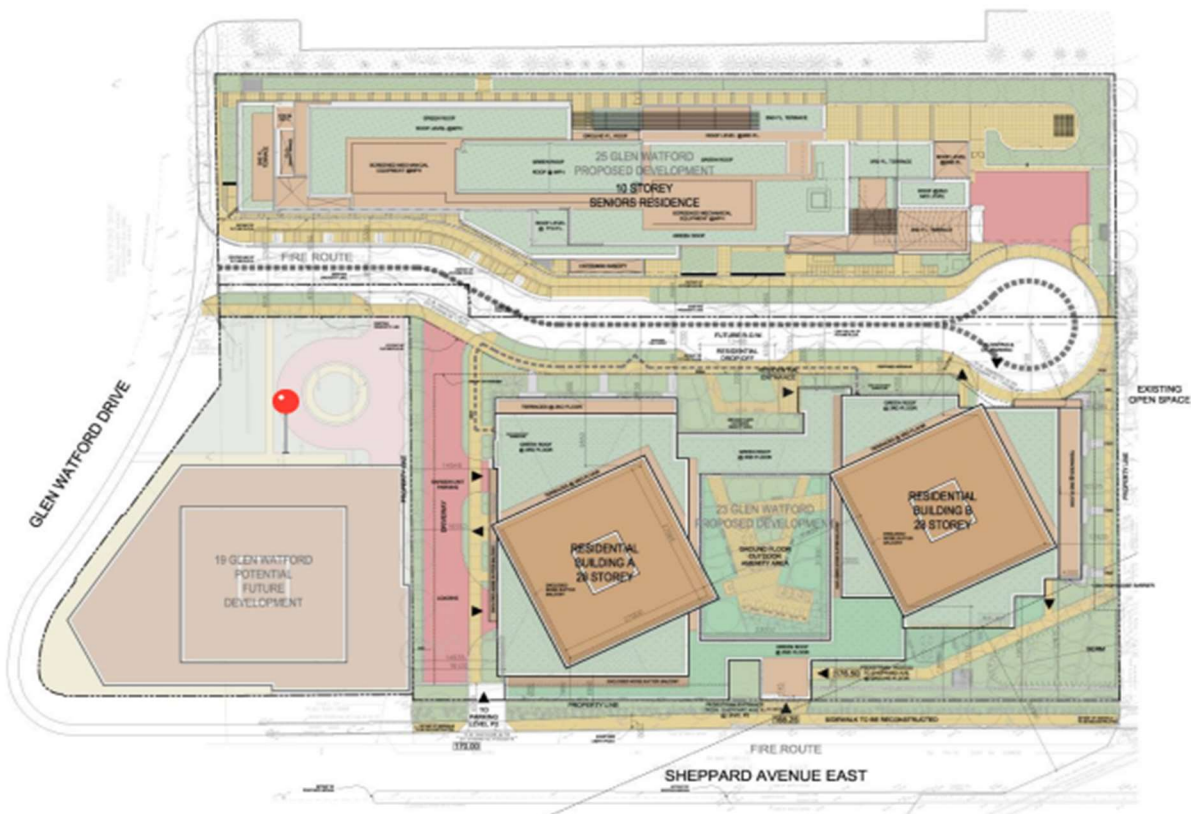
The Avenue Study identified that there was development potential for 16 sites representing an additional 5,022 units (332,165 m<sup>2</sup>) of residential GFA and 26,595 m<sup>2</sup> of commercial GFA. The Avenue Segment also identified buildings heights from six (6) to 30-storeys.

At the transaction date, an application had also been received for 25 Glen Watford Drive (16 172062 ESC 41 OZ) for a 10-storey retirement/ senior's home (life-lease) containing 119 dwelling units and 130 bed-sitting rooms, including a new public 18.5-meter street ending in cul-de-sac. Council approved the ZBA application in principle, the owner appealed the application to the LPAT. A site plan application (16 172094 ESC 41 SA) was under review at the transaction date.

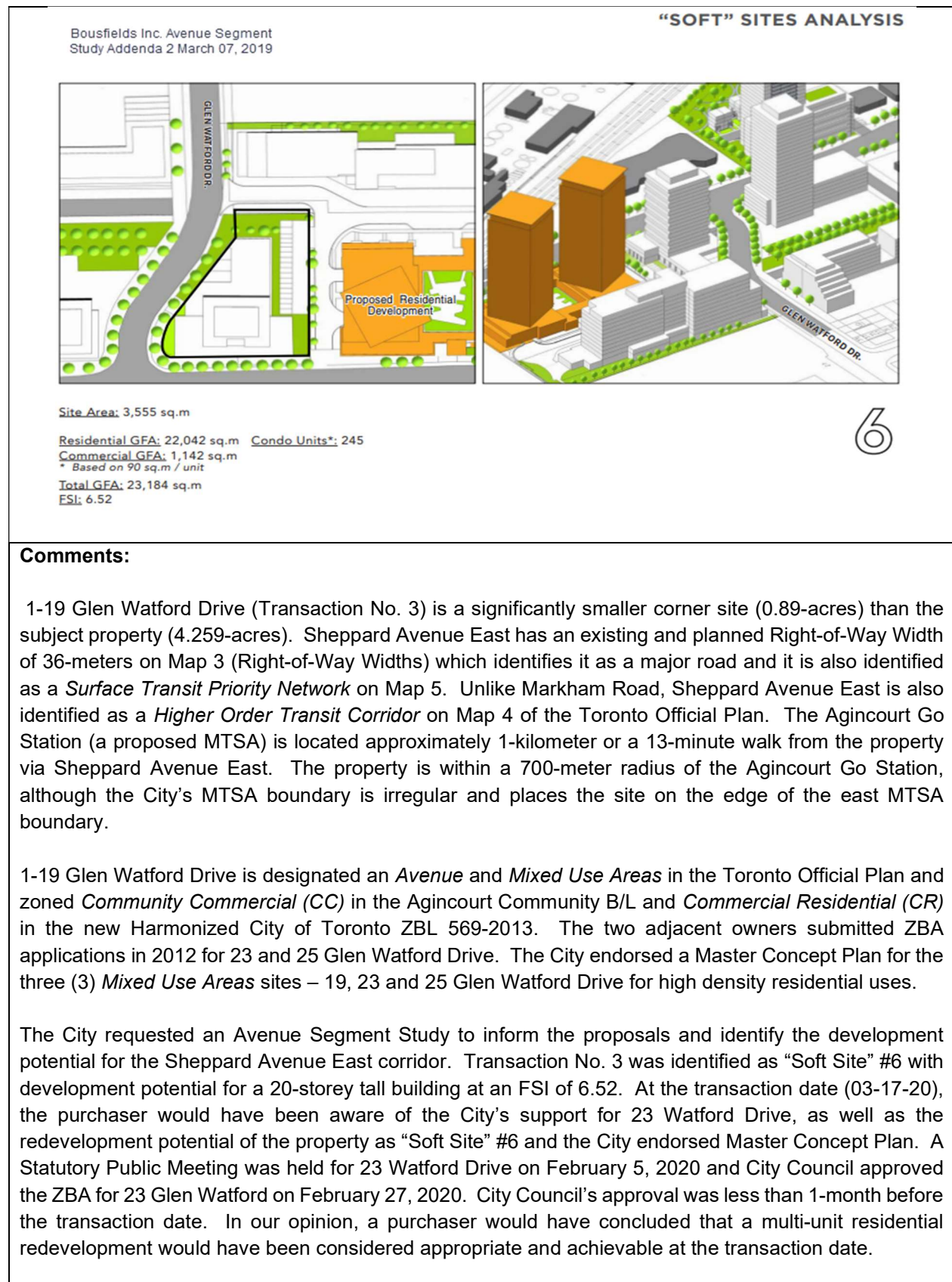
#### Context Master Plan – 19, 23 and 25 Glen Watford Drive


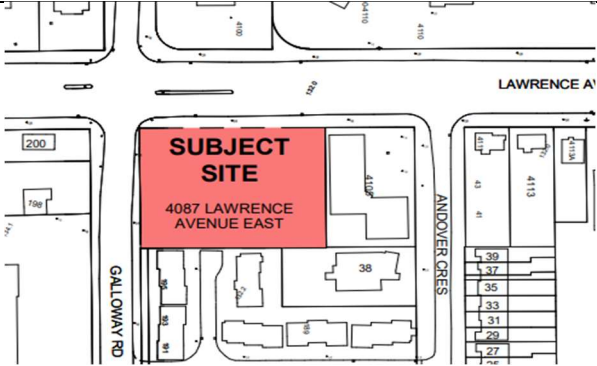
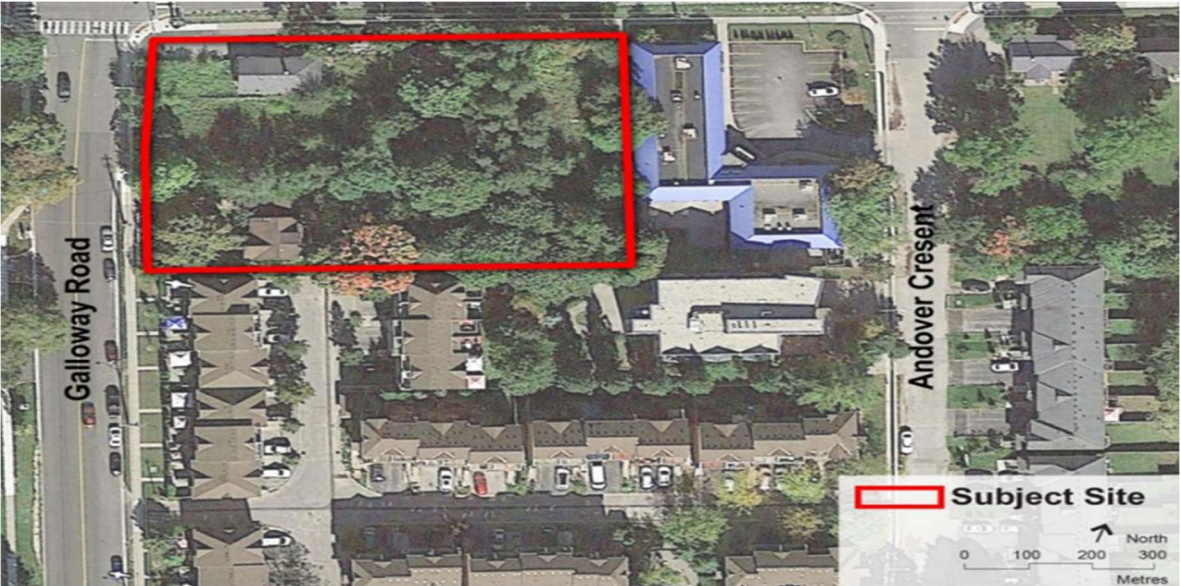
As part of the application for 23 Glen Watford Drive, the City requested that a Context Master Plan (shown below) be prepared to show how 23 and 25 Glen Watford Drive and the site at 1-19 Glen Watford Drive (Comparable No. 4) could be developed over time in a coordinated fashion provided a new public street was realized. *"The intended outcome was for a new planned and built context to emerge for this cluster of three Mixed Use Areas sites that are required to integrate into the local Agincourt Community."*

Below is a copy of the Context Master Plan showing 1-19 Glen Watford Drive as a redevelopment site.



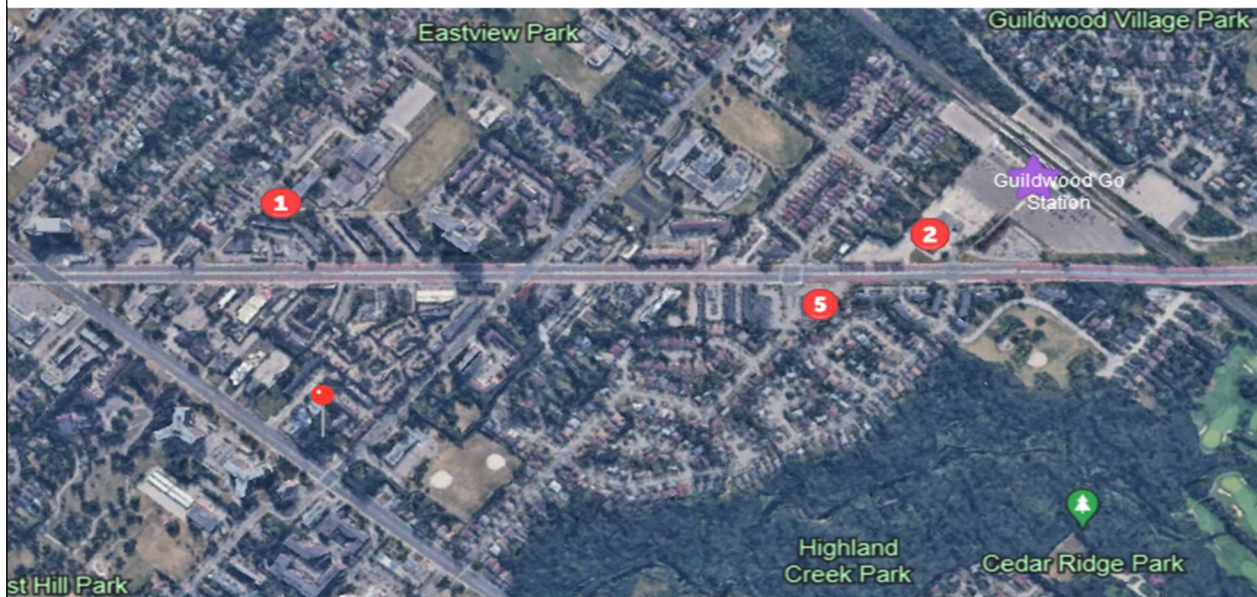




Transaction No. 4	4097 Lawrence Avenue East, Toronto
<p><b>Neighbourhood Location:</b></p> <p>197-201 Galloway Road and 4097 Lawrence Avenue East is located in the City of Toronto West Hill Neighbourhood #136. Kingston Road, Morningside Road and Lawrence Avenue are all identified as major roads.</p> <p>Transaction No. 4 is located on the southeast corner of Galloway Road and Lawrence Avenue East. The Guildwood Go Station is approximately 1.5-kilometres or a 15-minute walk from the site.</p>	<p style="text-align: center;"><b>West Hill</b></p> 
<p>197-201 Galloway Road and 4097 Kingston Road is vacant. The site was an assembly comprising four (4) residential lots now occupied by two former single detached houses (vacant).</p> <p>Two 11-storey apartments are located on the north side of Lawrence Avenue East. A retail plaza is located to the east, townhouses to the south and low-rise singles to the west.</p>	 <p>Source: MGP Planning Rationale, City of Toronto.</p>
<p><b>Comparable 4 4067 Lawrence Avenue East Aerial View</b></p>  <p>Source: MGP Planning Rationale Toronto Development Applications Portal.</p>	



**Transaction No. 1, 2, 4 and 5** are all located within a 1.5-kilometer radius of the Guildwood Go Station, representing at most a 15-minute walk.



Source: Google Earth.

**Transaction No. 4 Street View May 2021**



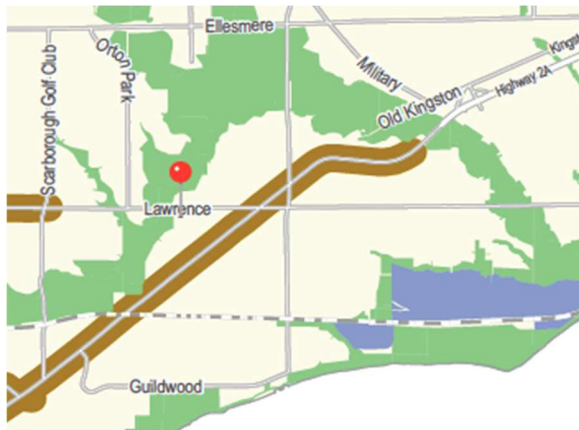
**Transaction No. 4 Street View 2020 – Council Approved for 37 Stacked Townhouses**



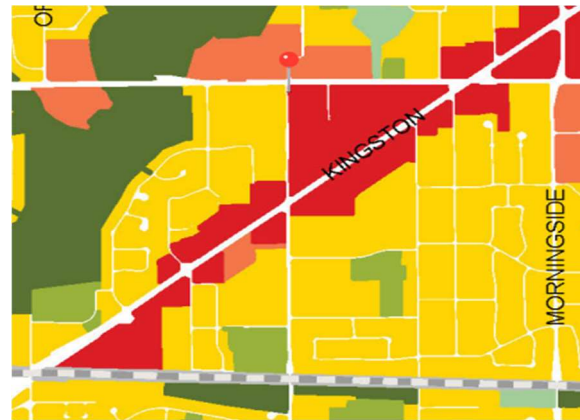
Source: Google Map



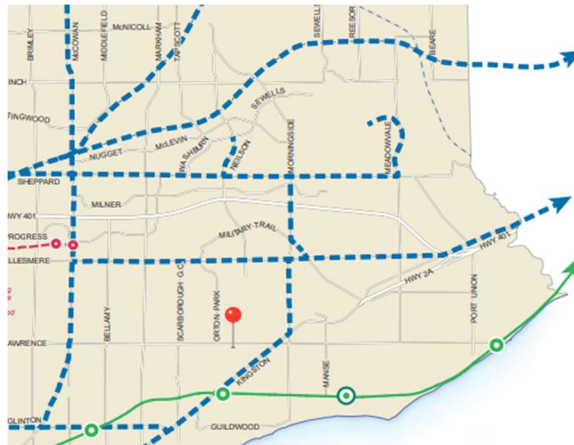
Toronto OP: Map 2 (Urban Structure)



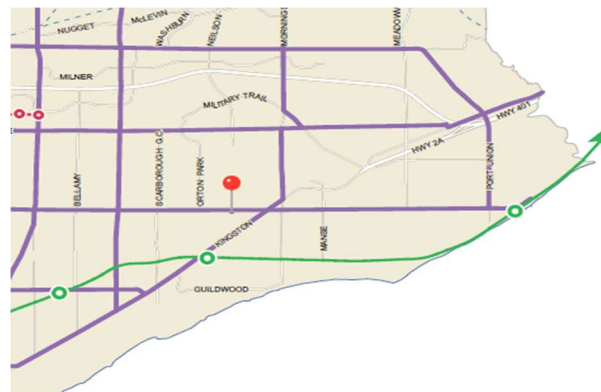
Map 23 Land Use - Mixed Use Areas



Map 4 Higher Order Transit Corridor

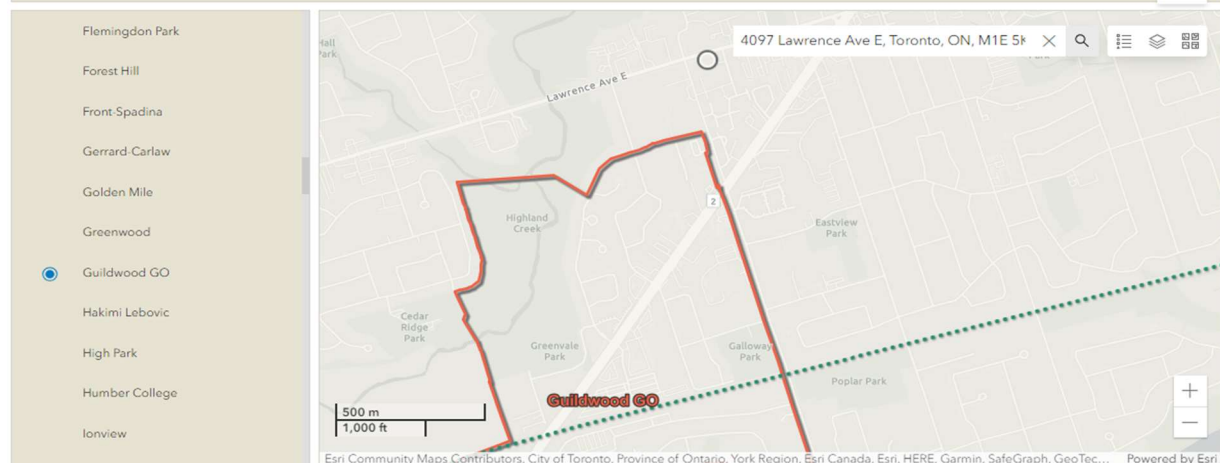


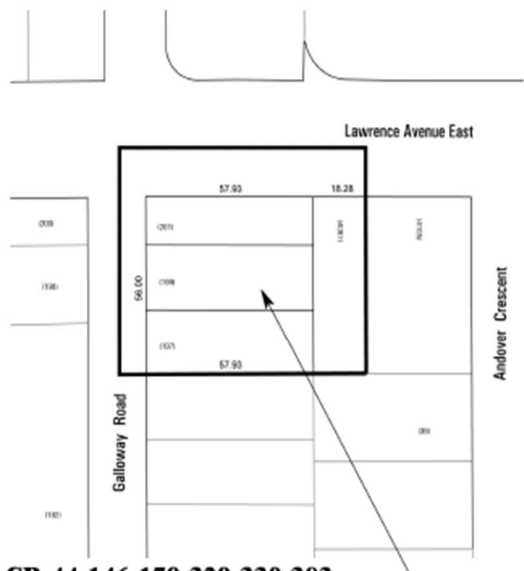

Map 5 Surface Transit Priority Network: Frequent Transit Segment



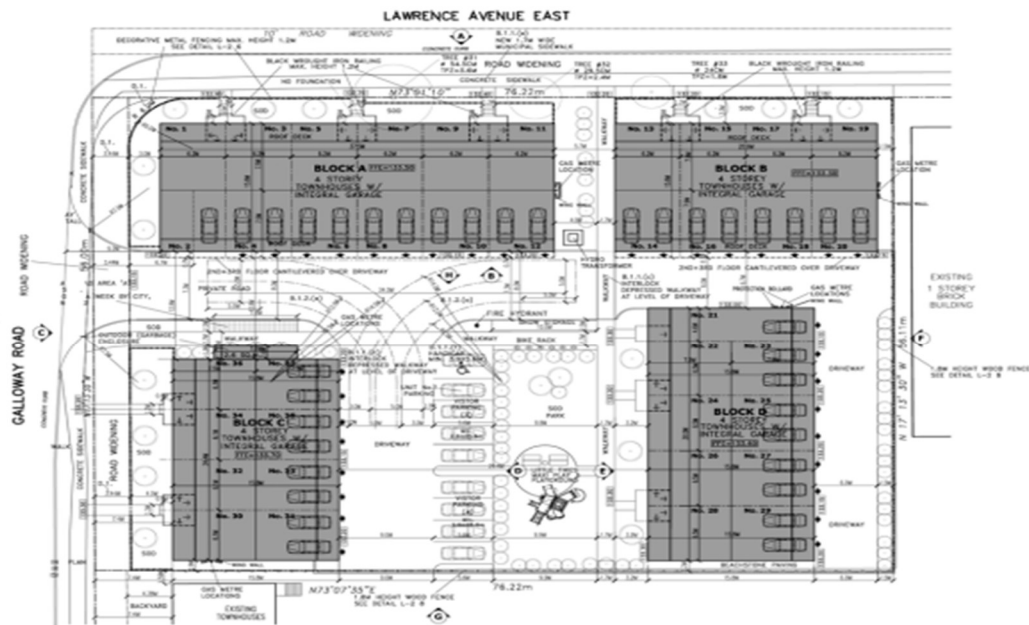
**Guildwood MTSA: Transaction No. 4** is not located within the Guildwood Go Station. However, the property is located approximately 1.5-kilometer from the Go Station or a 15-minute walk.

#### Major Transit Station Areas Interactive Engagement Tool



<p><b>Zoning:</b></p> <p>197, 199 &amp; 201 Galloway Road and 4097 Lawrence Avenue East is zoned Commercial Residential (CR) zone in accordance with the City of Toronto ZBL No. 792-2015 which amended the former City of Scarborough West Hill Community Zoning By-law No. 10327.</p> <p>The site-specific zoning by-law was passed by City Council on July 09, 2015 and permits 37 residential dwelling units in four-storey townhouse blocks.</p>	<p><b>City of Toronto ZBL 792-2015</b></p> <p>City of Toronto By-law No. 792-2015</p> <p>Schedule 'I'</p>  <p>CR-44-146-179-329-330-383-400-511-614-623-624-625-626</p> <p><b>City of Toronto</b> City Planning Division 197, 199, 201 Galloway Road &amp; 4097 Lawrence Avenue East  <b>Zoning By-Law Amendment</b> File # 13 265839 ESC 43 OZ</p> <p> Area Affected By This By-Law</p> <p>West Hill Community Bylaw No. 10327 Not to Scale 5/2015</p>
<p><b>Development Application Status:</b></p> <p>On November 15, 2013 the previous owner had submitted an application for a ZBA (13 265839 ESC 43 OZ) and site plan (13 265841 ESC 43 SA) to permit 37-stacked townhouses. The ZBA was adopted by Council at its July 7 – 9, 2015 meeting. The property was then sold to Firmland (LE) Inc. (Firmland) attended a Pre-Application meeting with staff on October 12, 2017 and on July 18, 2018.</p> <p>On December 23, 2019, Firmland submitted a formal ZBA (19 263719 ESC 24 OZ) and site plan (19 263722 ESC 24 SA) application to permit a 12-storey mid-rise building with 216 units at an FSI of 4.0 times the lot area (16,285 m<sup>2</sup>). A Planning Rationale dated December 2019 prepared by MGP was submitted in support of the application. The MGP planning report (page 2, 1<sup>st</sup> paragraph) states that “<i>It should be noted that Firmland, the applicant, has signed an agreement of purchase and sale, and ownership will transfer in January 2020.</i>”</p> <p>The Kroll Report records the transfer date as March 17, 2020 from Hmj Homes Inc. to Lindvest.</p>	

Site Plan Submitted by the Applicant 2013



197-201 Galloway Rd & 4097 Lawrence Avenue East

Source: City Toronto Staff Report 2015



North Elevation - Units 1 - 12 (Lawrence Avenue)



South Elevation - Units 1 - 12 (Internal to Site)

Elevations

Applicant's Submitted Drawing

Not to Scale  
05/19/15

197-201 Galloway Road & 4097 Lawrence Avenue East

File # 13 265839 ESC 43 OZ, 13 265841 ESC 43 SA



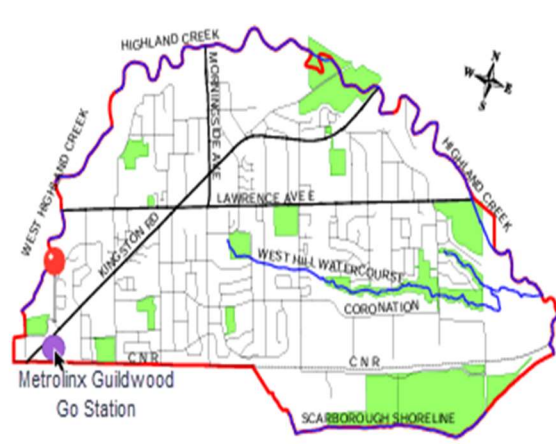
**Comments:**

197-201 Galloway Road & 4097 Lawrence Avenue East (Transaction No. 4) is a smaller site (1.01-acre) than the subject property (4.259-acres) measuring 76-meters by 61-meters and generally rectangular in shape. The property is an assembly of four (4) lots at the southeast corner of Galloway Road and Lawrence Avenue East.

Lawrence Avenue East has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is a major road in the Toronto Official Plan and is identified as a *Surface Transit Priority Network* on Map 5. Like Markham Road, Lawrence Avenue East is not identified as a *Higher Order Transit Corridor* on Map 4 of the Toronto OP. Guildwood Go Station (a proposed MTSA) is located approximately 1.5 kilometers from Transaction No. 4, which is still a reasonable walking distance (15-minutes).

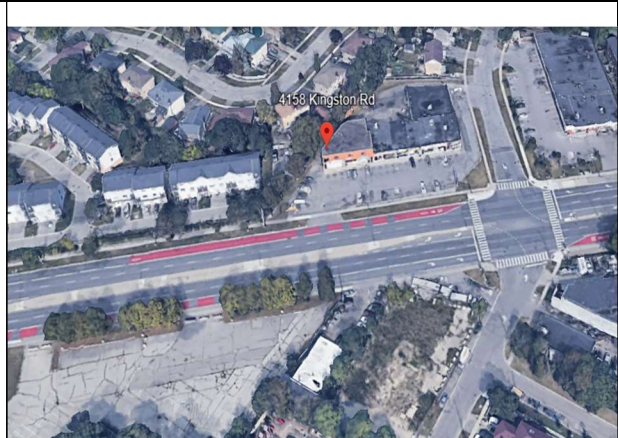
At the transaction date, 197-201 Galloway Road and 4097 Lawrence Avenue East was designated *Mixed Use Areas* in the Toronto Official Plan and zoned site-specific *Commercial Residential (CR)* by City of Toronto Zoning By-law No. 792-2015. Transaction No. 4, is not located on an *Avenue*. At the transaction date the West Hill ZBL 10327, as amended by ZBL No. 792-2015 zoned the site CR-44-146-179-329-330-383-400-511-614-623-624-625-626 which permitted 37 block townhouses. The existing “as-of-right” zoning was approved by Council to permit a 37-unit townhouse development at a density of 1.43 FSI, including site-specific permissions related to number of units, height (4-storeys) and density (1.43 FSI @ 43% coverage).

At the transaction date, a multi-unit residential redevelopment had been approved for the property.

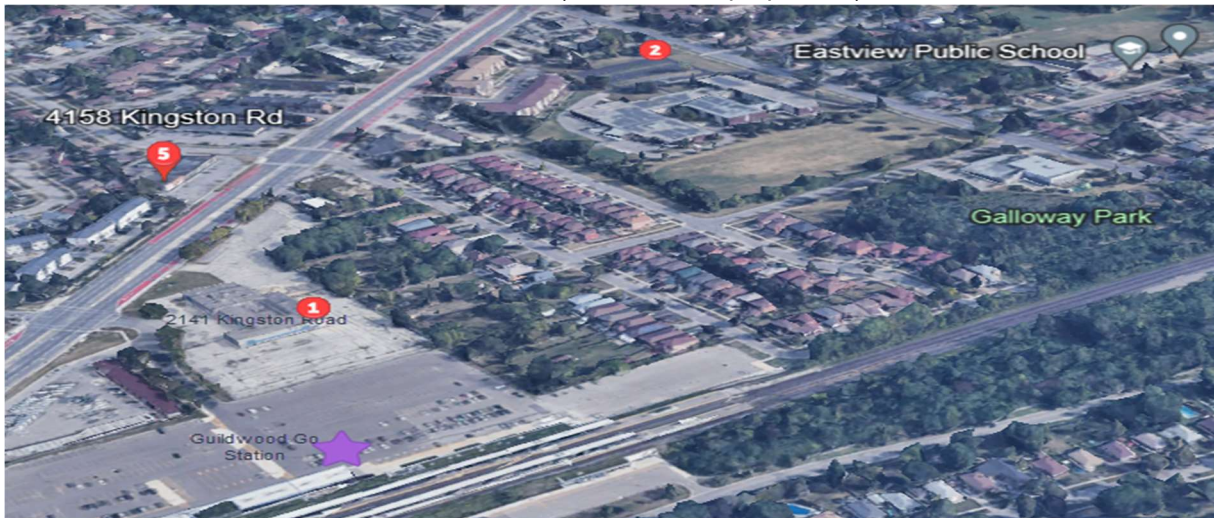
Transaction No. 5	4158-4180 Kingston Road, Toronto
<p><b>Neighbourhood Location:</b></p> <p>4158 – 4180 Kingston Road is located in the City of Toronto West Hill Neighbourhood #136.</p> <p>Kingston Road, Morningside Road and Lawrence Avenue are all identified as major roads.</p> <p>Transaction No. 5 is a corner site with frontage on Kingston Road and is located approximately 500–meters or a 7-minute walk from the Guildwood Go Station.</p>	<p style="text-align: center;"><b>West Hill</b></p> 

4158 – 4180 Kingston Road is improved as a commercial plaza built circa 1967. There are 9 units in the plaza which includes restaurants, personal service shops, retail and commercial uses.

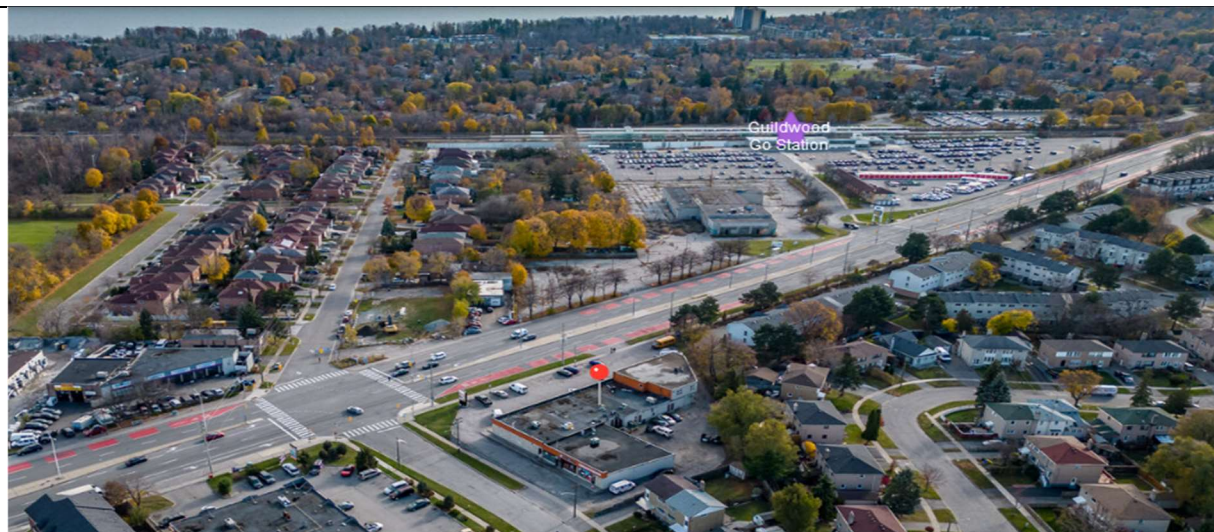
The property is a corner site located north of Kingston Road and diagonally across from Comparable 2 (4121 Kingston Road) and the Guildwood Go Station. A mix low-rise and townhouses uses are located to the north and southeast. To the east are commercial uses.



**Transaction No. 1, 2 and 5** are located in close proximity to each other on Kingston Road and all are within 800-meters of the Guildwood Go Station (shown with a purple star).



Source; Google Earth.



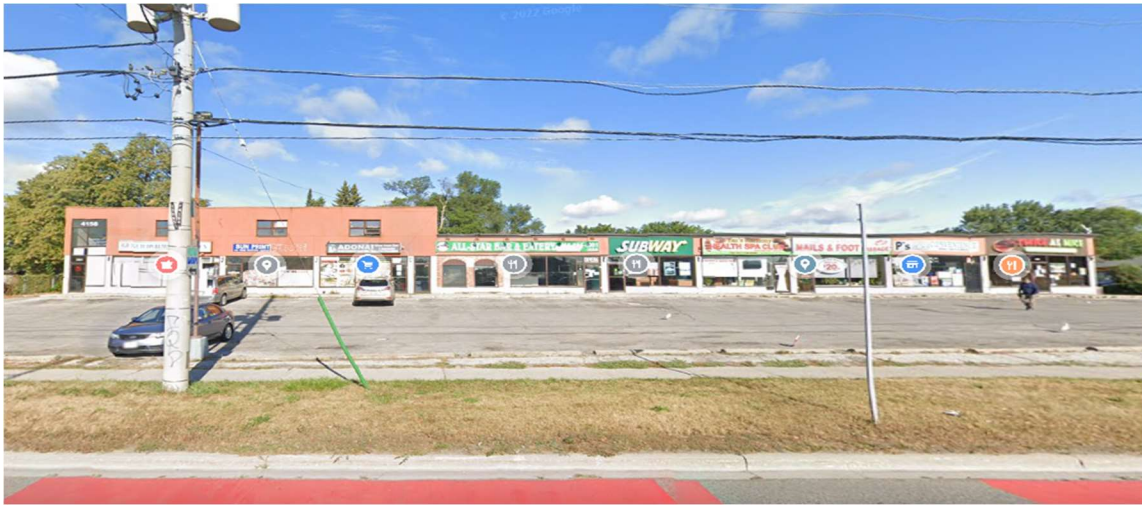
Source: Urban Toronto., annotated by gsi.



**Transaction No. 5 Street View – Looking North from Kingston Road**



Source: Urban Toronto.

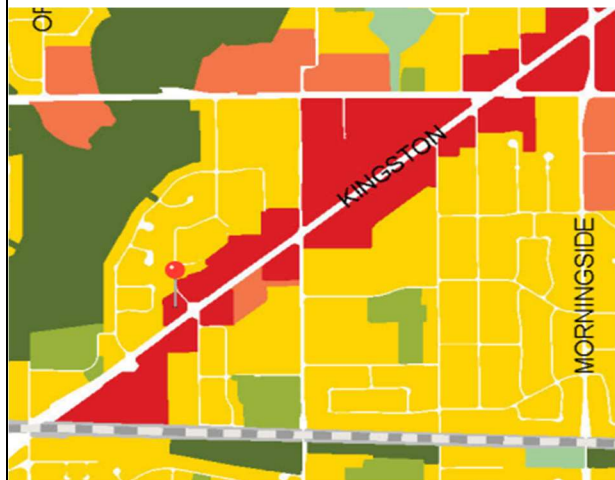


Source: Google Map.

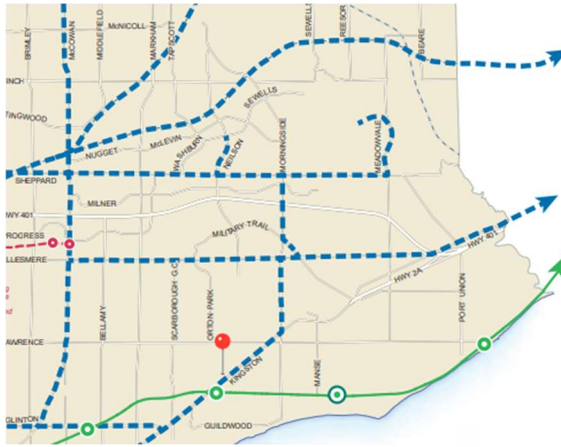
**Toronto OP: Map 2 (Urban Structure) Avenue**



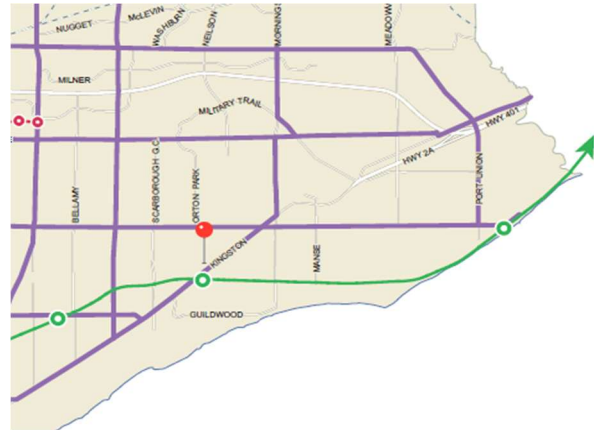
**Map 23 Land Use - Mixed Use Areas**



**Map 4 Higher Order Transit Corridor:  
Transit Corridor**

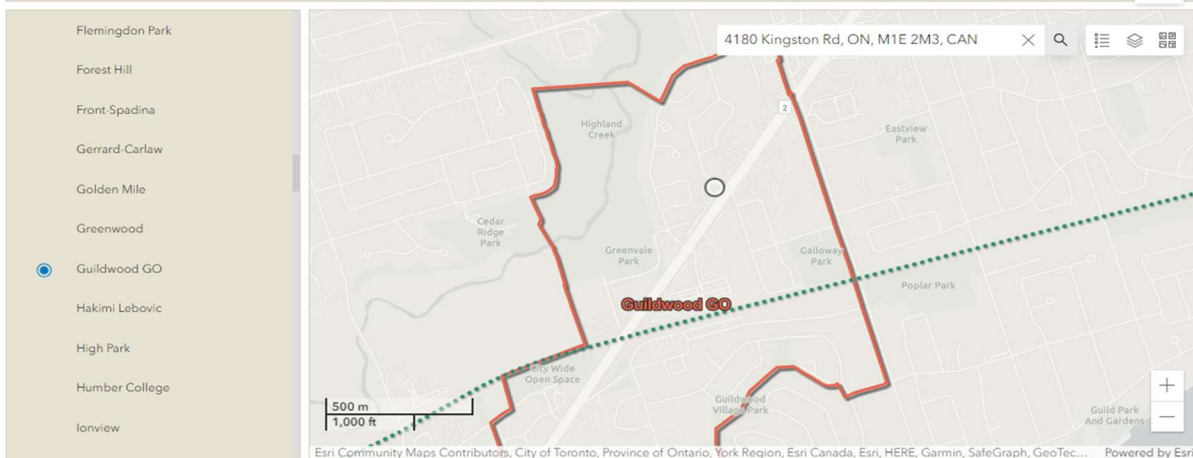


**Map 5 Surface Transit Priority Network:  
Frequent Transit Segment**



### Guildwood MTSA:

#### Major Transit Station Areas Interactive Engagement Tool

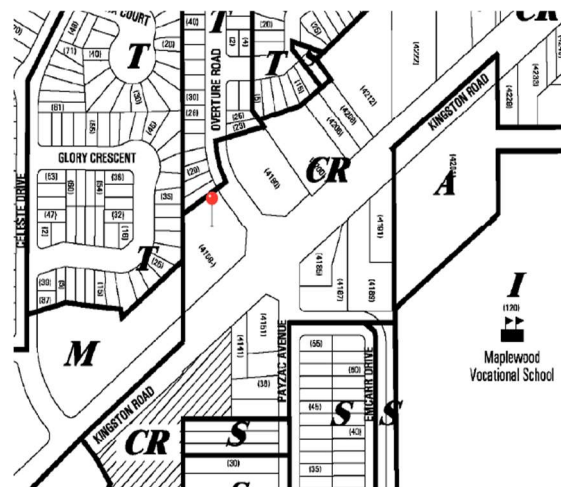


### Zoning:

4158-4180 Kingston Road is shown as “hatched” or “greyed-out” on the City’s interactive zoning map and is therefore not subject to the City’s Harmonized ZBL. The property is zoned *Commercial Residential (CR) Zone* in accordance with the former City of Scarborough West Hill Community ZBL 10327, as amended by ZBL 597-2015 which permits residential to a maximum height of 8-storeys.

As noted with Transaction No. 1 and No. 2, the City completed a Kingston Road Avenue Study in 2003, which redesignated the properties along Kingston Road to a *Mixed Use Area* designation and Commercial Residential (CR) zoning (OMB PL030754).

### West Hill ZBL 10327, As Amended





**Development Application Status:**

At the transaction date, the property was not subject to a development approval application.

**Comments:**

4158-4180 Kingston Road (Transaction No. 5) is located at a corner and is a smaller site (0.99-acres) than the subject property (4.259-acres). Kingston Road is a major road and has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is identified as a *Surface Transit Priority Network* on Map 5. Unlike Markham Road, Kingston Road is also identified as a *Higher Order Transit Corridor* on Map 4 of the Toronto OP. Guildwood Go Station is located within 500-meters of the property.

At the transaction date, 4158-4180 Kingston Road was identified as an *Avenue* on Map 2 (Urban Structure) and designated *Mixed Use Areas* in the Toronto OP and zoned *Commercial Residential (CR)* by the former City of Scarborough West Hill Community ZBL 10327, as amended by ZBL 597-2015 which permits a multi-unit residential building to a maximum height of 8-storeys.

Transaction No. 5 was improved as a 9-unit commercial plaza. At the effective date there was no active development application under review for the property.

Transaction No. 5 is located within the Guildwood MTSA on an *Avenue* and designated *Mixed-Use Areas*. Both the policy context and regulatory permissions (*Commercial Residential CR Zone*) permit mixed-use multi-unit residential redevelopment.

**Transaction No. 6**

**1221 Markham Road, Toronto**

**Neighbourhood Location:**

1221 Markham Road is located on the east side of Markham Road in the Markham-Ellesmere Revitalization Study Area (**MERSA**) approved as Official Plan Amendment No. 71 (**OPA 71**) and identifies in Chapter 7 of the Official Plan as a Site and Area-Specific Policy 322 (**SASP 322**).

The subject property (1250 Markham Road) is located opposite Transaction No. 6. Both properties are located in the City of Toronto's Woburn neighbourhood # 137.

Markham Road, Progress Road, Ellesmere Road, Lawrence Avenue East and McCowan Road are all identified as major roads. There are no higher order transit routes or MTSA Go Stations in the area.

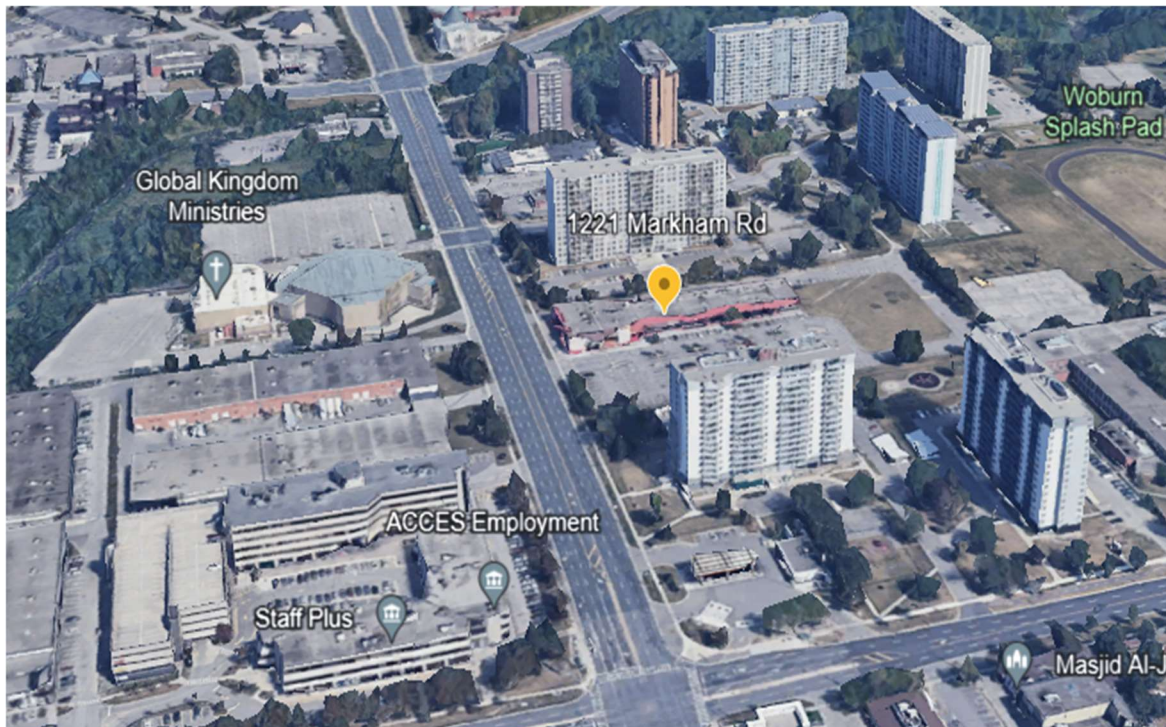
**Woburn**



At the effective date, 1221 Markham Road was improved with a 1-storey commercial retail multi-tenanted plaza, known as “Markham Plaza” constructed in 1983, and included a surface parking lot. The site area is 4.7-acres.

The property is located south of Progress Avenue on the east side of Markham Road. The surrounding land uses include five (5) 15-storey apartment buildings (Tuxedo Court) and a 13-storey apartment building to the north. To the south is a 16-storey apartment building and a gas station. To the east is Woburn Collegiate Institute, Woburn Junior Public School, Woburn Park. The subject property is located on the west side of Markham Road and is improved with a place of worship and surface parking lot.

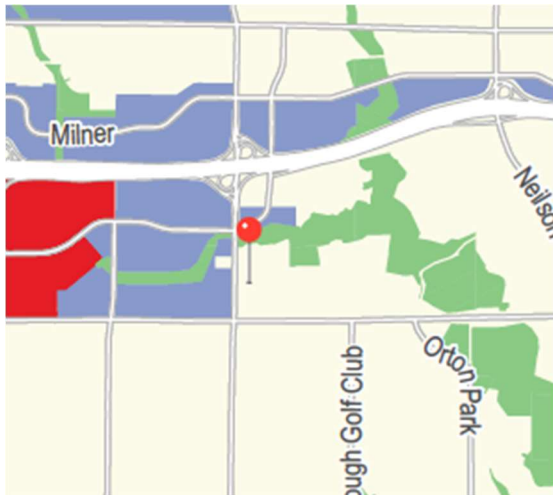
Light industrial employment area uses are located on the west side of Markham Road north of Ellesmere Road.

**1221 Markham Road Aerial****Transaction No. 6 Aerial View**

Source: Google Earth.



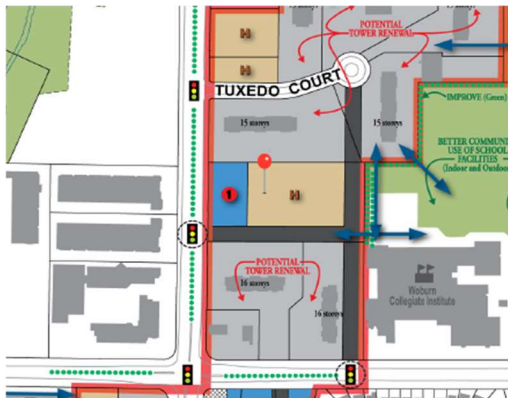
Toronto OP: Map 2 (Urban Structure)



Map 22 & 23 Land Use - Mixed Use Areas



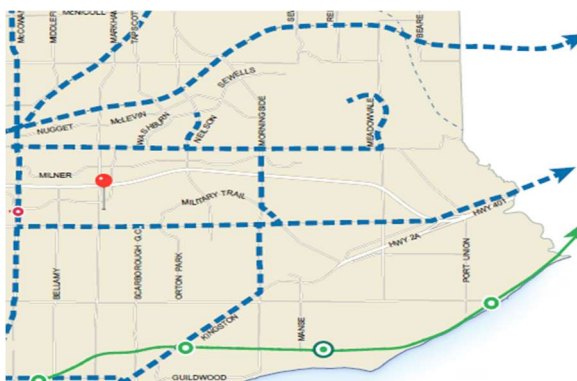
OPA 71 - Markham-Ellesmere Revitalization Study Area (2009)



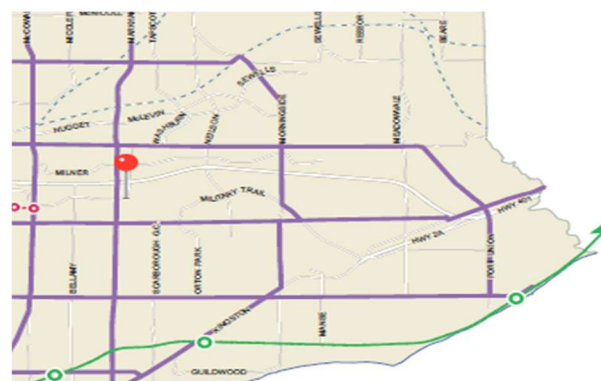
Toronto OP Chapter 7 – SASP 322



Map 4 Higher Order Transit Corridor

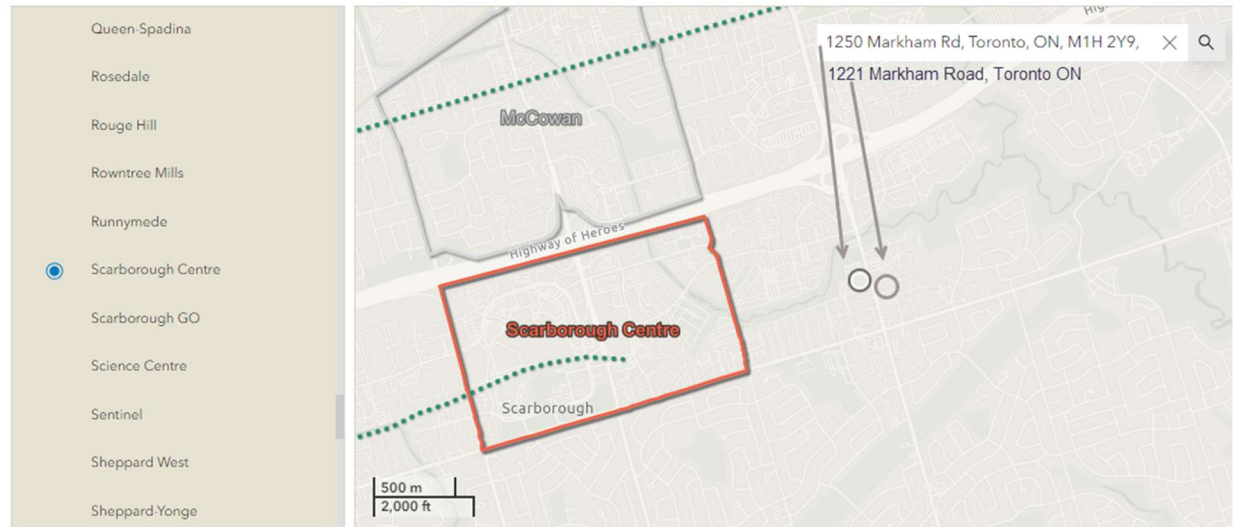


Map 5 Surface Transit Priority Network: Frequent Transit Segment



**MTSA** – Both 1221 and 1250 Markham Road are located outside of a proposed MTSA. The closest MTSA is the Scarborough Centre – 2.7 kilometers east.

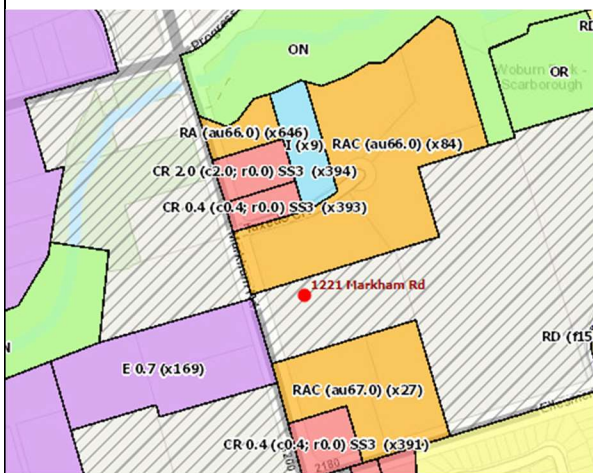
### Major Transit Station Areas Interactive Engagement Tool



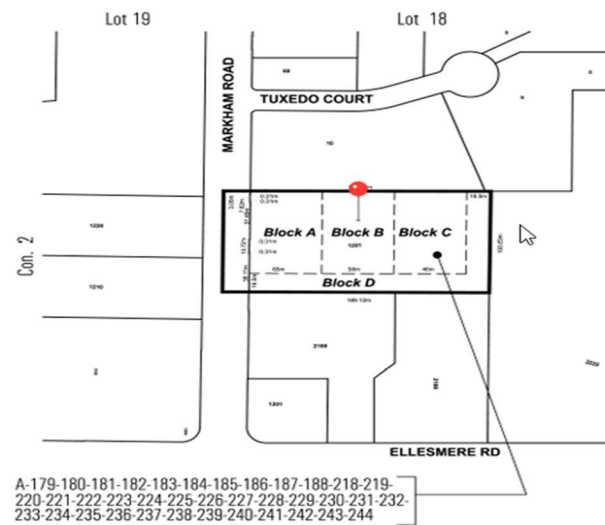
### Zoning:

1221 Markham Road is shown as “hatched” and “greyed-out” on the City’s interactive zoning by-law and therefore not subject to the City’s Harmonized ZBL 569-2013. The property is zoned *Apartment Residential (A) Zone* in accordance with the former City of Scarborough Woburn Community B/L 9510, as amended by ZBL 1000-2011(OMB). ZBL 1000-2011(OMB) permits 773 Units and 26,165 m<sup>2</sup> residential GFA in three buildings shown on Schedule I of the By-law as Blocks A, B and C with heights ranging from 20, 25 and 26 Storeys. Block D was reserved for a new 18.5-meter public road as required by SASP 322.

### Toronto ZBL 596-2013, As Amended

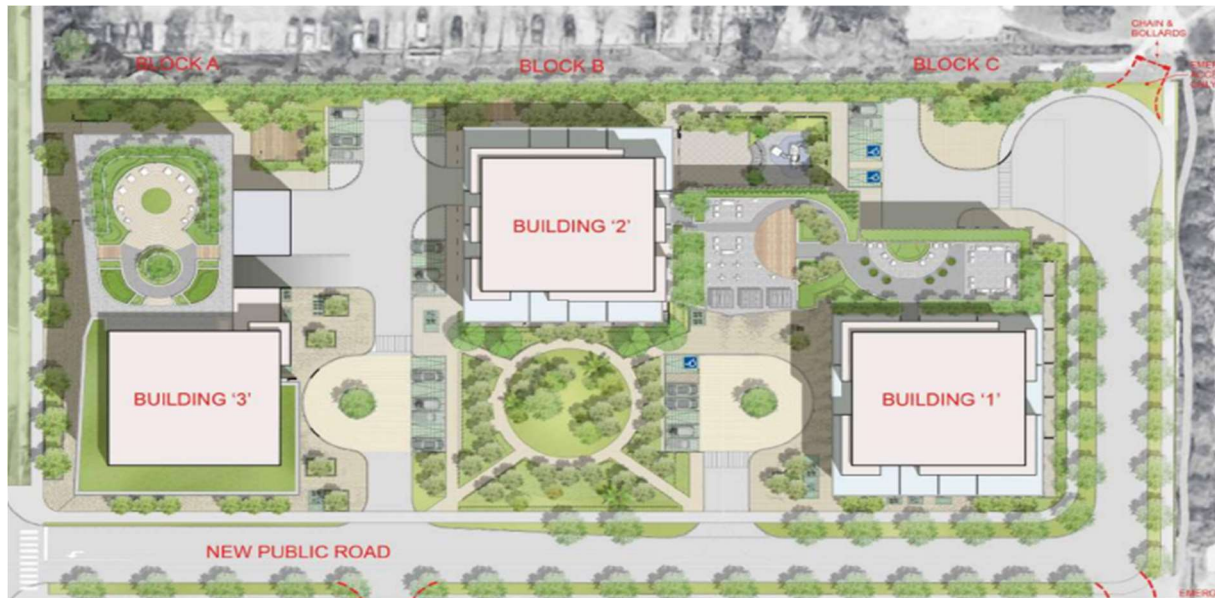


### Woburn B/L 9510, Amended by ZBL 1000-2011(OMB)



**Development Application Status:**

At the transaction date (10-21-19), Transaction No. 6 had been approved by the OMB (By-law 1000-2011(OMB)) in 2011 to permit four (4) development Blocks. Blocks A, B and C were zoned to permit three (3) apartment buildings (20, 25 and 26-storeys) and a total of 733 units and a total GFA of 62,165 m<sup>2</sup> residential uses. Block D was intended to accommodate a new public 18.5-meter public road, as contemplated by the City's 2009 Markham-Ellesmere Revitalization Study. The previous owner did not proceed with the development.

**Comments:**

1221 Markham Road (Transaction No. 6) has a similar lot area (4.7-acres) as the subject property (4.259-acres) and is located opposite the subject property on the east side of Markham Road. Markham Road has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is a major road and identified as a *Surface Transit Priority Network* on Map 5. Markham Road is not identified as a *Higher Order Transit Corridor* on Map 4 of the Toronto Official Plan.

1221 Markham Road is designated *Mixed Use Areas* in the Toronto Official Plan and zoned by By-law 1000-2011(OMB) which permits a 733-unit high-density mixed-use development comprising three towers (Block A, B and C – 62,165 m<sup>2</sup>) and a new 18.5-meter road on Block D (secured through a Section 37 Agreement).

At the transaction date (10-21-19), the purchaser would have anticipated approval under the “as-of-right” ZBL 1000-2011(OMB) for high density multi-unit residential development subject to the submission of a site plan. In our opinion, the purchaser would have expected that a site plan approval by the City would have been supported and achievable in say 12-18 months.

## KROLL COMPARABLE PLANNING REVIEW

*Mr. A. Stephens – Miller Thomson LLP.*

*1250 Markham Road, City of Toronto.*



Transaction No. 6 is also located in the Markham-Ellesmere Revitalization Study Area – OPA 71 SASP 322 and is shown on a Council endorsed 2009 Master Concept Plan as being a “H” high density site for residential uses above 12-storeys. The OMB had already deliberated on multi-unit high density residential uses in 2011 and issued a decision approving ZBL 1000-2011(OMB).

Although Transaction No. 6 is not located in an MTSA or on an *Avenue*, the property is designated *Mixed Use Areas* and zoned for multi-unit high density residential development.



## **CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

### **Legislation**

1. The *Planning Act*, R.S.O. 1990, c. P.13
2. The *Places to Grow Act*, 2005, S.O. 2005, c. P13
3. Provincial Policy Statement 2020
4. A Place to Grow - Growth Plan for the Greater Golden Horseshoe (2019) Order in Council No. 641/2019  
Amendment 1 (2020) Order in Council No. 1244/2020 (Office Consolidation August 2020)

### **City of Toronto Official Plan & Official Plan Amendments**

5. City of Toronto Official Plan, 2006 (Office Consolidation February 28, 2019)
6. City of Toronto Official Plan Amendment No. 231 Adopted by City Council December 18, 2013 (By-law No. 1714-2013)
7. City of Toronto Official Plan Amendment No. 71 - Markham Ellesmere Rehabilitation Study Area (Master Concept Plan and Urban Design Guidelines) (MERSA) Adopted by City Council August 06, 2009

### **Ontario Land Tribunal (OLT) Decisions (Formerly the Ontario Municipal Board and Local Planning Appeal Tribunal)**

8. OMB Decision Proposed Official Plan Amendment No. 71 – 1221 Markham Road Issue Date: December 24, 2010 Case No. PL090434 and PL090814
9. LPAT Decision Scarborough Employment District Zoning By-law No. 24982 (Site Specific) and Site Plan – 1250 Markham Road Issue Date: August 17, 2018 Case No. MM170090
10. LPAT Decision Proposed Official Plan Amendment No. 231 (OPA 231) Issue Date: January 30, 2020 Case No. PL140860
11. LPAT Decision Proposed Official Plan Amendment No. 231 (OPA 231) Issue Date: April 26, 2021 Case No. PL140860

### **City of Toronto Zoning By-laws (Extracts)**

12. City of Toronto Zoning By-law 569-2013, As Amended
13. Scarborough Employment District B/L 24982, As Amended
14. Scarborough West Hill Community B/L 10327, As Amended
15. Scarborough Agincourt Community B/L 10706, As Amended
16. Scarborough Woburn Community B/L 9510, As Amended
17. By-law 597-2003 (OMB PL030754) – 144 Galloway Road, 4121 Kingston Road and 4150-4158 Kingston Road
18. By-law 1000-2011(OMB) - 1221 Markham Road
19. By-law 792-2015 – 197, 199 & 201 Galloway Road and 4097 Lawrence Avenue East
20. By-law 865-2019(LPAT) 1250 Markham Road
21. By-law 1137-2020 Municipal Code Chapter 441, Fees and Charges to add a fee for Employment Conversions Requests
22. By-law 1106-2022 – Amendment 591 Conversion Requests for Employment Areas, Adopted by City Council July 22, 2022

**CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

- 23. By-law 599-2023 – Amendment 644 Conversion Requests for Employment Areas, Adopted by City Council June 15, 2023
- 24. By-law 822-2023 – Amendment 653 Conversion Requests for Employment Areas, Adopted by City Council September 06, 2023

**City of Toronto Staff Reports**

- 25. Final Report - Markham-Ellesmere Revitalization Study, April 28, 2009
- 26. Staff Report Action Required – 1250 Markham Road – Zoning Amendment Application – Preliminary Report dated October 19, 2015
- 27. Report For Action – How Does the City Grow? – Update 2019, June 06, 2019
- 28. Report For Action - Zoning Conformity for Official Plan Employment Areas: Phase 2 Work Plan, April 11, 2020
- 29. Report For Action – Growth Plan Conformity and Municipal Comprehensive Review (MCR) – Work Plan, May 19, 2020
- 30. Report For Action – Our Plan Toronto: Recommended Official Plan Amendment for City-wide Employment Policies and Conversion Requests – Final Report, June 20, 2022
- 31. Report For Action – Our Plan Toronto: City-wide 115 Proposed Major Transit Station Area/ Protected Major Transit Station Area Delineation – Final Report, June 20, 2022
- 32. Report For Action – Our Plan Toronto: Recommendations on Seventy Employment Area Conversion Requests and Chapter 7 Site and Area Specific Policy Review – Final Report, June 16, 2023

**Transaction No. 1 - 144 Galloway Road**

- 33. Report For Action – Creating 303 New Affordable Rental Homes with Support Services for Seniors at 1250 Markham Road dated August 28, 2002
- 34. Report For Action – Open Door Program 2020 Call for Applications Results: Supporting 971 New Affordable Rental Homes dated February 16, 2021
- 35. Development Application 2020 – 144 Galloway Road – Toronto Development Application Portal
- 36. Project Data Sheet – 144 Galloway Road – Toronto Development Application Portal
- 37. Architectural Drawings -144 Galloway Road – Toronto Development Applications Portal

**Transaction No. 2 - 4121 Kingston Road**

- 38. Final Report New Official Plan – Avenues Study Implementation Study Report (Phase 3) (Kingston Road between the Guildwood Go Station and Highland Creek) Adopted by City Council, June 24, 25 and 26, 2003
- 39. Staff Report 4121 Kingston Road Zoning Amendment Application – Preliminary Report August 15, 2012 (12-146422 ESC 43 OZ)
- 40. City of Toronto Project Data Sheet 4121 Kingston Road April 2021
- 41. Bousfields Inc. Planning & Urban Design Rationale 4121 Kingston Road April 2021
- 42. Report For Action – Preliminary Report – 4121 Kingston Road – Zoning Amendment Application dated August 19, 2021
- 43. City of Toronto 4121 Kingston Road/ Kingston Road Planning Framework Study Virtual Community Consultation Meeting November 16, 2021
- 44. Report for Action Request for Directions Report – 4121 Kingston Road Zoning Amendment Application June 10, 2022 (21 138377 ESC 24 OZ)
- 45. 4121 Kingston Road – Toronto Development Application Portal – Description and Milestone Timeline



**CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

**Transaction No. 3 – 1-19 Glen Watford Drive**

46. Supplementary Planning Report, 25 Glen Watford Drive Prepared by PMG Planning Consultants August 30, 2016
47. Bousfields Inc. Letter to D. Muirhead Scarborough Planning District Application 12 136441 ESC 41 OZ 23 Glen Watford Drive Addendum to Avenue Segment Study dated March 07, 2019
48. Bousfields Inc. Avenue Segment Study Addendum 2 March 07, 2019
49. LPAT Decision Zoning By-law Amendment and Site Plan 25 Glen Watford Drive Issue Date: August 23 2019 Case No.: MM180014
50. Revised Report For Action – 23 Glen Watford Drive – Zoning Amendment and Draft Plan of Subdivision Applications – Final Report January 20, 2020
51. Planning Justification Report 1-19 Glen Watford Drive prepared by Johnston Litavski Ltd. Dated August 2021
52. Project Data Sheet – 1-19 Glen Watford Drive August 2020 – Toronto Development Application Portal
53. 1-19 Glen Watford Drive – Toronto Development Application Portal – Description and Milestone Timeline

**Transaction No. 4 – 197, 199 & 201 Galloway Road and 4097 Lawrence Avenue East**

54. Final Report – 4097 Lawrence Avenue East and 197, to 201 Galloway Road – Zoning By-law Amendment Application, February 08, 2022
55. Project Data Sheet 4097 Lawrence Avenue East December 2019 Toronto Development Application Portal
56. Planning Opinion Report Zoning By-law Amendment & Site Plan Control Prepared by MGP dated December 2019

**Transaction No. 5 – 4158-4180 Markham Road & 8 and 12 Overture Road**

57. Project Data Sheet June 2022
58. Bousfields Inc. Letter Planning and Urban Design Addendum Letter September 14, 2023

**Transaction No. 6 – 1221 Markham Road**

59. Staff Report Action Required – 1221 Markham Road – Rezoning Application – Request for Direction Report, May 05, 2010
60. Bousfields Inc. Committee of Adjustment - Minor Variance Application – 1221 Markham Road Slide Deck Presentation December 08, 2021
61. Staff Report For Action - With Confidential Attachment – 1221 Markham Road – Minor Variance and Site Plan Control Appeals – Request for Further Action May 02, 2022
62. Report For Action – 1221 Markham Road Committee of Adjustment Application dated December 02, 2021

**Ministry Municipal Affairs & Housing Technical Reports**

63. Greater Golden Horseshoe: Growth Forecasts to 2051: Technical Report Prepared by Henson Consulting Ltd. For the Ministry of Municipal Affairs and Housing, August 26, 2020
64. Hemson Profile 12: Scarborough – Highway 401 Employment

**Metrolinx Report**

65. Metrolinx Durham-Scarborough Bus Rapid Transit Project Environmental Project Report Prepared by IBI and Parsons, January 2022

**CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

**GeoWarehouse and MPAC**

- 66. Parcel Registry 06179-0140 (LT)
- 67. Parcel Registry 06179-0141 (LT)
- 68. Parcel Registry 06179-0128 (LT) (Before Severance)
- 69. GeoWarehouse Property Report 1250 Markham Road (PIN 0128)
- 70. GeoWarehouse Property Report 1250 Markham Road (PIN 0140)
- 71. GeoWarehouse Property Report 1256 Markham Road (PIN 0141)
- 72. MPAC Commercial/ Industrial Property Report 1250 Markham Road

**City of Toronto Neighbourhood Profiles - Website**

- 73. West Hill Neighborhood #136
- 74. Agincourt South Malvern West Neighbourhood #128
- 75. Woburn Neighbourhood #137

**City of Toronto Interactive Website Engagement Tools**

- 76. MTSA Interactive Engagement Tool City of Toronto
- 77. Applications Development Portal City of Toronto
- 78. Interactive Zoning City of Toronto

**Bousfields Inc. Comparable Properties (Table 1)**

- 79. Staff Report Action Required – 1 – 2 Meadowglen Place – Rezoning and Rental Housing Demolition and Conversion Applications – Preliminary Report August 18, 2008
- 80. OMB Decision – 1 - 2 Meadowglen Place Issue Date: May 12, 2014 Case No. PL131280
- 81. Staff Report Action Required – 1021 – 1035 Markham Road – Zoning Amendment Refusal Report April 11, 2017
- 82. Report For Action – 1021 – 1035 Markham Road – Zoning Amendment – Final Report dated June 26, 2018
- 83. Report For Action – 1125 to 1137 Markham Road and 2141 Ellesmere Road – Zoning Amendment and Draft Plan of Subdivision Applications June 01, 2021
- 84. Report For Action – Preliminary Report – 1151 Markham Road – Zoning Amendment Application June 06, 2022
- 85. Bousfields Inc. Letter Zoning By-law Amendment and Draft Plan of Subdivision August 05, 2022 Addendum to Planning and Design Rationale February 2021 dated August 05, 2022

**Correspondence**

- 86. Miller Thomson LLP D. Tang letter to Chair Members Scarborough Community Council Re: Item SC30.3 – Scarborough Centre Transportation Plan – GKM – 1250 Markham Road (Bushby Drive) dated April 27, 2018

**Other Reports**

- 87. Community Services & Facilities Study – Zoning By-law Amendment 1250 Markham Road – GKM-prepared by Joanne Barnett, MCIP. RPP Revised 2018

**Note:** Specific materials related to **1250 and 1256 Markham Road** listed above include: Items 6, 9, 20, 26, 66 - 72, 86 and 87.

**ASSUMPTIONS & LIMITING CONDITIONS**

1. This planning consultancy report has been prepared at the request of Miller Thomson LLP for the determination of appropriate compensation only, and for no other purpose. The accompanying Transmittal Letter and report of 51 pages contains the results of our analysis. This planning report has been prepared on the assumption that no other person will rely on it for any other purpose and all liability to all such persons is denied.
2. Possession of this report, or a copy thereof, does not carry with it the right to reproduction or publication in any manner, in whole or in part, nor may it be disclosed, quoted from or referred to in any manner, in whole or in part, without prior written consent and approval of the author as to the purpose, form and content of any such disclosure, quotation or reference. Without limiting the generality of the foregoing, neither all nor any part of the contents of this report shall be disseminated or otherwise conveyed to the public in any manner whatsoever or through any media whatsoever or disclosed, quoted from or referred to in any report, financial statement, prospectus, or offering memorandum of the client, or in any documents filed with any governmental agency without the prior written consent and approval of the author as to the purpose, form and content of such dissemination, disclosure, quotation or reference.
3. This report is only valid if it bears the original signature of Catherine A. Spears, MCIP, RPP, Registered Professional Planner.
4. The author of this report shall not be required to give testimony or appear in court or at any administrative proceeding relating to this planning report, unless arrangements have been formalized in advance.
5. Any sketch in this planning report which shows approximate dimensions is included only to assist the reader of this report in visualizing the development potential of the subject property. It is not reasonable to rely on the sketches in this report as an alternative to an architectural drawing or a legal survey, and an accredited architect or surveyor ought to be retained for such matters.
6. These Contingent and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or the particulars of this mandate.

**CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

**ACKNOWLEDGEMENT OF EXPERT'S DUTY –  
CATHERINE A. SPEARS, MCIP RPP**

**CONSOLIDATED LIST OF DOCUMENTS RELIED UPON**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

Court File No. CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**DELOITTE RESTRUCTURING INC.**

**Applicant**

**-and-**

**GLOBAL KINGDOM MINISTRIES CHURCH INC.**

**Respondent**

**APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,  
c. B-3, s. 96**

**ACKNOWLEDGMENT OF EXPERT'S DUTY**

1. My name is Catherine Ann Spears of gsi Real Estate and Planning Advisors Inc. I live at 68 Broadview Avenue Unit 526, in the City of Toronto.
2. I have been engaged on behalf of the Respondent by Miller Thomson LLP, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
  - (a) to provide opinion evidence that is fair, objective and non-partisan;
  - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
  - (c) to provide such additional assistance as the Court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date January 30, 2024



*Signature*

**CURRICULUM VITAE – CATHERINE A. SPEARS**

*Mr. A. Stephens – Miller Thomson LLP.*

*1250 Markham Road, City of Toronto.*

**CURRICULUM VITAE –  
CATHERINE A. SPEARS, MCIP RPP**



## Catherine A. Spears

### Registered Professional Planner (MCIP, RPP)

Ms. Spears has been with *gis* since its inception in 1991, and has over 40 years of experience in the private sector providing a broad range of land use planning, land development, expropriation and project management experience. Ms. Spears has operated as an executive in real estate development for two of Canada's largest real estate development companies and has an impressive list of development projects for which she has obtained municipal approvals. Ms. Spears brings a broad range of planning and development experience to *gis*.

In addition, Ms. Spears has appeared before the former Ontario Municipal Board, the Local Planning Appeals Tribunal ("LPAT") and Toronto Local Appeal Body ("TLAB"), Superior Court of Justice (Ontario) and Arbitration Hearings. Ms. Spears has completed a wide range of assignments including development potential (highest and best use) analyses, planning justification reports, expropriation reply reports, official plan and zoning amendments, Committee of Adjustment (minor variance and consents), plans of subdivision and condominium, forensic land investigations, site selection, development proformas and feasibility analysis and all facets of land development approvals including site plans and building permit processing.

### **CERTIFICATIONS & PROFESSIONAL AFFILIATIONS**

Registered Professional Planner – Full Member 1986  
Canadian Institute of Planners – Full Member 1986  
Ontario Professional Planners Institute – Full Member 1986  
Appraisal Institute of Canada – Candidate Member 1991 - 1997

### **EDUCATION**

M.Sc. (PL)      Master of Science in Planning - 1989  
University of Toronto  
Ontario Graduate Scholarship

B.E.S.          Bachelor of Environmental Studies – 1981  
University of Waterloo  
School of Urban & Regional Planning (Hons. U.&R.Pl.)



### **PRIOR EXPERIENCE**

- 1990 - 1991 Bramalea Limited  
Vice President, Land Group
- 1986.- 1990 Inducon Development Corporation  
Inducon Urban Properties Corporation  
Inducon Developers of Ontario Ltd.  
Director of Planning (1988 – 1990)  
Development Co-ordinator (1986 – 1988)
- 1983 - 1986 Leon Kentridge & Associates Limited  
Planner

### **AREAS OF PRACTICE**

**Local Planning Appeal Tribunal:** Formerly the OMB, providing expert opinion evidence and testimony at the LPAT. Preparation of a witness statement, visual evidence, Document Book(s), reply reports and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations related to development approvals and expropriation claims.

**Toronto Local Appeal Body:** Providing expert opinion evidence and testimony related to minor variance and consent applications in the City of Toronto. Preparation of a witness statement, visual evidence, Document Book(s), and an evidence outline for lawyers on behalf of government agencies, developers/ landowners and resident associations.

**Superior Court of Justice (Ontario):** Providing expert opinion evidence and testimony related to civil lawsuits involving land disputes. These assignments involve a variety of property types and include the preparation of a court ready report, visual aids and reply reports.

**Board of Negotiation Hearings:** Providing expert opinion evidence and testimony at the Board of Negotiation to attempt to pre-empt a full LPAT Hearing related to expropriation claims.

### **AREAS OF PRACTICE (Continued)**

**Board of Negotiation, continued:** These assignments relate to the expropriation of land by public authorities that require the establishment of market value at the effective date. For these projects, establishing the Highest and Best Use for both the “with” and “without” the taking and establishing hypothetical development schemes, are a major component of the valuation.

**Assessment Review Board:** Providing land use planning and development potential Highest and Best Use consulting reports for the City of Toronto related to property tax appeals made to the Assessment Review Board. These assignments involve the preparation of a court ready report and expert reply reports in an attempt to pre-empt a full LPAT Hearing.

**Development Approvals and Project Management:** Providing land use planning, development and project management skills to obtain planning approvals related to residential, retail commercial and industrial projects, including applications for official plan and zoning by-law amendment, draft plan of subdivision and condominium, site plan approval and minor variance and consent.

**Building Permit Approvals and Divisional Court:** Providing skills and expertise to expedite building permit approvals for private and public sector clients. Recent examples include obtaining the building permits for Sobeys OCADO “VIOLA” distribution and fulfilment centre in Vaughan, Ontario and permits for numerous RONA and Reno-Depot retail warehouses in various formats across Ontario. This may include attendance at Divisional Court related to Orders to Comply.

**Arbitration Hearings:** Providing expert opinion evidence and testimony at Arbitration Hearings. An example relates to long-term ground leases with renewal terms that require the establishment of market value at the renewal date. Establishing the Highest and Best Use and hypothetical development schemes was a major component of the valuation.

**Development Consultancy – Other Assignments:** Providing support and assistance to private sector clients with respect to asset acquisition (due diligence investigations), asset disposition, consulting on development potential, timing, approaches and deal structuring.

## **PARTIAL CLIENT LIST**

### ***Law Firms***

Ackerman Law  
Battiston & Associates  
Borden Ladner Gervais LLP  
Charney Lawyers  
Davies Howe LLP  
Dentons  
DLA Piper LLP  
Fasken Gardiner Roberts LLP  
Fraser Millner Casgrain LLP  
Goodman and Carr LLP  
Lax O'Sullivan Scott Liscus LLP  
McCarthy Tétrault LLP  
Miller Thomson LLP  
Morris Rose Ledgett LLP  
Rueters LLP  
Scargall Owen-King LLP  
Stevenson Whelton LLP  
Thomson Rogers LLP  
Wardle Daly Bernstein Bieber LLP  
WeirFoulds LLP

### ***Developers***

Baif Development Limited  
Batty Investments Ltd.  
Bordeaux Developments (Genstar)  
Bramalea Limited  
Brooklin Limited Partnership  
Camrost Feldcorp  
Canfirst Capital Management  
Cresford Developments / B&H  
Dream Corporation  
Dundee Capital Management  
Fineway Properties Group  
First Professional Management  
Fram Building Group  
High Rise Group  
Inducon Development Corporation  
Kleinburg Investments Ltd.  
KIANIK Home Development

### ***Developers Continued***

Kingsett Capital  
Kodiak SOS Investments Ltd.  
Kreadar Enterprises Ltd.  
Longboat Developments Inc.  
Markborough Properties  
Markson Investments  
Mirmor Investments Ltd.  
Morningside Heights Developments  
Orton Parkway Limited  
Paletta International Corporation  
Pinetree Developments Company Ltd.  
Sorbara Group  
Steeles Markham Developments  
Inc. (Fieldgate Development)  
Strathallen Capital Corporation  
Sweet Corn Farms Inc. (N. Nutson)  
Tri-lag Corporation  
TNT Canada Inc.  
Vaughan West Business Park  
(NHD Developments Ltd., H&R Real  
Estate Investment and Royal Plastics)  
York Properties Group  
Wycliffe Homes

### ***Real Estate Development/ and Management Companies***

BentallGreenOak LLP (BGO)  
Beutel, Goodman & Company Ltd.  
Dream Unlimited Corporation  
GE Capital  
Greenwin Construction  
McCOR Management Inc.  
Nexacor Realty Management  
Plenary Group/ PCL Construction  
Prudential Insurance  
Realspace Management Group Inc.  
Sun Life Assurance Company  
of Canada

This is Exhibit "D" referred to in the Affidavit of Catherine Ann Spears sworn by Catherine Ann Spears at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

**ACKNOWLEDGEMENT OF EXPERT'S DUTY**

*Mr. A. Stephens – Miller Thomson LLP.  
1250 Markham Road, City of Toronto.*

Court File No. CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DELOITTE RESTRUCTURING INC.

Applicant

-and-

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Respondent

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,  
c. B-3, s. 96

**ACKNOWLEDGMENT OF EXPERT'S DUTY**

1. My name is Catherine Ann Spears of gsi Real Estate and Planning Advisors Inc. I live at 68 Broadview Avenue Unit 526, in the City of Toronto.
2. I have been engaged on behalf of the Respondent by Miller Thomson LLP, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
  - (a) to provide opinion evidence that is fair, objective and non-partisan;
  - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
  - (c) to provide such additional assistance as the Court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date January 30, 2024

Signature



DELOITTE RESTRUCTURING INC.

and

GLOBAL KINGDOM MINISTRIES CHURCH  
INC.

Court File No. CV-23-00697814-00CL

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**Proceeding Commenced at  
Toronto**AFFIDAVIT OF CATHERINE ANN SPEARS****MILLER THOMSON LLP**Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto ON M5H 3S1**ADAM J. STEPHENS (LSO#: 47286N)**[astephens@millerthomson.com](mailto:astephens@millerthomson.com)  
Tel: 416.595.8572 / Fax: 416.595.8695**MATTHEW G. SMITH (LSO#:77154B)**[mgsmith@millerthomson.com](mailto:mgsmith@millerthomson.com)  
Tel: 416.597.6081 / Fax: 416.595.8695Lawyers for the Respondent,  
GLOBAL KINGDOM MINISTRIES CHURCH INC.Served by Email: Alan Merskey, [amerskey@cassels.com](mailto:amerskey@cassels.com);  
and Sarah Kemp, [skemp@cassels.com](mailto:skemp@cassels.com)

**TAB 3**

Court File No.: CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N :

DELOITTE RESTRUCTURING INC.

Applicant

- and -

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Respondent

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*,  
*R.S.C. 1985, c. B-3, s. 96*

**AFFIDAVIT OF ROBERT SOLNICK  
(Sworn February 21, 2024)**

1. I, Robert Solnick, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:
2. I am an Accredited Professional Appraiser and a director of the Valuation Advisory group within Altus Analytics, Altus Group Ltd. A more detailed summary of my professional qualifications can be found in my current curriculum vitae, which is attached hereto as [Exhibit "A"](#).
3. I was retained by counsel for Global Kingdom Ministries Church Inc. to provide an expert report which includes, *inter alia*, an appraisal report for the property municipally known as 1250 Markham Road in the City of Toronto as of April 16, 2021. Attached hereto as [Exhibit "B"](#) is a copy of my Retrospective Narrative Appraisal Report dated February 9, 2024.
4. I have also prepared a review of the appraisal report prepared by Kroll Real Estate Advisory Group dated August 16, 2023. Attached hereto as [Exhibit "C"](#) is a copy of my Appraisal Review Report, dated February 9, 2024.

5. Attached as [Exhibit "D"](#) is a copy of the executed Acknowledgement of Expert's Duty, dated February 21, 2024.

SWORN by ROBERT SOLNICK of the City of Toronto, in the Province of Ontario, before me at the City of Hamilton in the Province of Ontario, on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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Commissioner for Taking Affidavits  
(or as may be)  
**MATTHEW G. SMITH LSO#: 77154B**



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**ROBERT SOLNICK**

This is Exhibit "A" referred to in the Affidavit of Robert Solnick sworn by Robert Solnick at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

# Robert Solnick

## Director, Litigation & Expropriation | 10 Years' Experience

Mr. Solnick provides valuation services in his role as Director with Altus Dispute and Special Services, a specialized practice group within Altus Group handling a wide range of sensitive property issues. Robert's valuation and advisory services are provided to a range of clients, including developers, financial institutions, lawyers, investors and the public sector.

Previously, Robert was an appraiser with Integris Real Estate Counsellors, a long-established real estate valuation and consulting organization. Integris was acquired by Altus Group in 2015.

Robert has completed a variety of appraisal and consulting assignments including development land, institutional properties, mixed-use properties, parking lots, industrial buildings, shopping centres and office buildings. His assignments primarily focus on valuation issues for litigation purposes.



## Project experience

Mr. Solnick has completed a wide range of assignments. Key highlights include:

- Acquisition/Disposition: Prepared numerous appraisals, particularly for development land, for acquisition/disposition purposes. Appraisals in this regard have been provided for a number of clients, including:
  - the Toronto Parking Authority
  - the Toronto Catholic District School Board;
  - Various developers/homebuilders throughout the Greater Toronto Area; and,
  - Various governments and institutions throughout the Greater Toronto Area.
- Financing: Prepared appraisal reports for developers and private investors for mortgage financing purposes.
- Rental Dispute: Acted on behalf of both Landlords and Tenants on various market rent disputes / assignments.
- Portfolio Valuation: Experience valuing a range of development land portfolios.
- Tax Reporting: Prepared appraisal reports for Canada Revenue Agency (CRA) income tax reporting purposes.
- Expropriation: Assisted both claimants and expropriating authorities for a variety of projects, including Highway No. 407 takings, York Region VIVA Rapid Transit takings, in addition to various road widenings in municipalities across the Greater Toronto Area.

## Professional qualifications and memberships

- Accredited Member of the Appraisal Institute of Canada (AACI)
- Member of the Ontario Expropriation Association

## Education

- Accredited Appraiser Canadian Institute (AACI, P.App) - Appraisal Institute of Canada - 2017
- Argus Enterprise Certified Argus Software – 2016
- Bachelor of Arts Western University - 2008



This is Exhibit "B" referred to in the Affidavit of Robert Solnick sworn by Robert Solnick at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

February 9, 2024

Global Kingdom Ministries Church Inc.  
c/o Mr. Adam Stephens  
Partner, Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario  
M5H 3S1  
P: (416) 597-6047  
E: [astephens@millerthomson.com](mailto:astephens@millerthomson.com)

Dear Mr. Stephens

The enclosed Appraisal Report is an update to the March 9, 2023, Altus Appraisal Report, that was prepared for the purpose of expressing an opinion of the Retrospective market value of the Fee Simple Interest in the above noted property, as at April 16, 2021.

The value conclusion reached in the March 9, 2023 report was predicated on the highest and best use conclusion for the Subject Property, which was for the continuation of the existing place of worship use, with the addition of a parking structure to accommodate the minimum site parking requirements as per the zoning by-law requirements. This conclusion was reached after analyzing the four highest and best use tests, which are: legal permissibility, physical possibility, financial feasibility, and maximum profitability. While it is acknowledged that a high-density residential redevelopment would result in a more profitable use for the Subject Property, this use was not legally permissible as at the effective date, as the Subject Property was only designated for employment uses and would need to be “converted” (redesignated in the Official Plan) from its current designation as General Employment Areas to Mixed Use Areas or another designation that permits residential uses. As at the effective date, there was a significant risk that any conversion attempt would not be successful.

Subsequent to the submission of the Altus Appraisal report, I was provided with a Planning Report that was prepared for the Subject Property by GSI Real Estate & Planning Advisors on January 30, 2024, which strengthened my highest and best use conclusion (in particular, from a legally permissible perspective). According to the GSI planning report:

- It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.

- Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.
- The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.

The enclosed update report incorporates several components of the GSI planning report and reinforces the highest and best use conclusion for the Subject Property that was reached in the March 9, 2023 Altus Appraisal Report.

# Retrospective Narrative Appraisal Report

1250 Markham Road  
Toronto, Ontario

Fee Simple Interest

Report Date: February 9, 2024

Effective Date: April 16, 2021



COMMERCIAL



MULTI-FAMILY



LAND



SENIORS' HOUSING



HOSPITALITY



DISPUTE &  
SPECIAL SERVICES



SPECIAL PURPOSE

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## **SECTION 1**

### **EXECUTIVE SUMMARY & REPORT CONTEXT**



February 9, 2024

Global Kingdom Ministries Church Inc.  
c/o Mr. Adam Stephens  
Partner, Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario  
M5H 3S1  
P: (416) 597-6047  
E: [astephens@millerthomson.com](mailto:astephens@millerthomson.com)

Dear Mr. Stephens

**Re: Retrospective Narrative Appraisal Report  
1250 Markham Road  
Toronto, Ontario**

## **INTRODUCTION & PURPOSE**

In accordance with your request, investigations have been conducted and an Appraisal Report has been prepared for the purpose of expressing an opinion of the Retrospective market value of the Fee Simple Interest in the above noted property, as at April 16, 2021.

This report is subject to the Terms of Reference, Hypothetical/Limiting Conditions & Extraordinary Assumptions and the Ordinary Assumptions & Limiting Conditions as outlined in this report. This report is prepared in accordance with the Appraisal Standards of the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP). Please see **Appendix B** for the definition of Market Value.

The accompanying report of **78 Pages** and **5 Appendices** contains the results of my investigations.

## OVERALL CONCLUSION

The Subject Property of this Report comprises a 79,625 square foot place of worship, with an associated surface parking lot comprised of 170 parking spaces. According to the applicable Zoning the minimum number of required parking spaces for the Subject Property Site is 455, thus the Subject Property is operating at a parking deficit. Given this deficit, the costs required to meet the minimum parking requirements of 455 spaces must be accounted for in the valuation of the Subject Property.

In consideration of the foregoing, and having carefully considered the characteristics of the Subject Property, market evidence and general market conditions, it is my opinion that as at an effective date of **April 16, 2021**, the market value of the Subject Property, subject to the Terms of Reference, Hypothetical Conditions/Limiting Conditions & Extraordinary Assumptions and Ordinary Assumptions and Limiting Conditions was:

Final Estimate of Value	
79,625 Square Feet X \$275 per Square Foot	\$21,900,000
Less:	-
Cost to Construct 455 Parking Spaces	<u>\$14,152,320</u>
Equals:	=
<b>Subject Property Value as at April 16, 2021</b>	<b>\$7,750,000 (Rounded)</b>

**\*Note:** Our valuation is Subject to the Terms of Reference, Hypothetical/Limiting Conditions & Extraordinary Assumptions as outlined in this report. The reader's attention is directed to these sections.

## Exposure Time

For the purpose of expressing an appropriate exposure time (as defined as part of the definition of market value in **Appendix B**), relative to the value estimate, reference was made to: (1) available statistical information concerning exposure time related to sold properties; and/or (2) information gathered from market participants during the transaction verification process; and/or (3) interviews with knowledgeable realtors and other professionals as were deemed appropriate.

Based upon the investigations conducted, it is our opinion that a reasonable exposure time related to the market value estimate herein, is approximately **3 to 6 months, on average**.

Please see **Page 77** for the Certification of the Author and **Appendix A** for an outline of the Qualifications of the Author.

Yours very truly,

**Altus Group Limited**

## SUMMARY OF SALIENT FACTS & CONCLUSIONS

**Municipal Address:** 1250 Markham Road, Toronto, Ontario

**Municipal Location:** The Subject Property is located on the west side of Markham Road, south of Progress Avenue and north of Ellesmere Road.

**Neighbourhood Type:** Primarily Employment

**Legal Description:**

Municipal Address & PIN	Legal Description
1250 Markham Rd, Ontario (06179-0140)	PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325, (FORMERLY CITY OF SCARBOROUGH). TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473 SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631 CITY OF TORONTO

**Assessment Roll Number:** 190105288005903

**Interest Appraised:** Fee Simple.

**Effective Date of Report:** April 16, 2021.

**Inspection Date:** March 3, 2023.

**Site Area:**

According to the *Geowarehouse* Property Database and Google Maps, the Subject Property has the following approximate site dimensions, gross site area and estimated developable area:

Frontage on Markham Street	~300.0	Feet
North Limit	~545.0	Feet
East Limit	~330.0	Feet
South Limit	~675.0	Feet
Gross Site Area:	4.259	Acre
Estimated Developable Area:	4.259	Acre

**Municipal Services:**

Full municipal services are available to the Subject Property.

**Improvements:**

The Subject Property is improved with a 2-storey, 79,625 square foot place of worship. The Subject Property is also improved with paved surface parking located on the west side of the site.

**Parking:**

As at the effective date the Subject Property had 170 surface parking spaces. The in-place Zoning requires the Subject Property Site provide a total of 455 parking spaces. Thus, the Subject Property is operating at a parking deficit of 285 spaces.

**Land Use Controls:**

City of Toronto Official Plan	General Employment Area
Scarborough Zoning By-law No. 24982	M-Industrial

**Highest & Best Use  
(As If Vacant):**

Development of a commercial / industrial / employment use, similar to the existing Subject Property improvements.



**Highest & Best Use  
(As Improved):**

Continuation of the existing place of worship use, with the addition of a parking structure to accommodate the minimum site parking requirements as per the zoning by-law requirements.

**Method of Valuation:**

Direct Comparison Approach.

**Market Value Estimate:**        \$7,750,000

**\*Note:** Our valuation is Subject to the Terms of Reference, Hypothetical/Limiting Conditions & Extraordinary Assumptions as outlined in this report. The reader's attention is directed to these sections.

**Exposure Time:**

3 to 6 months, on average.

**Report Subject To:**

Terms of Reference, Hypothetical/Limiting Conditions & Extraordinary Assumptions and Ordinary Assumptions & Limiting Conditions.

## LOCATION PLAN



Source: Google Maps. Modified by Altus.

Section 2: Identification of Report Problem & Scope of Work

**SECTION 2**  
**IDENTIFICATION OF REPORT PROBLEM**  
**& SCOPE OF WORK**

## Section 2: Identification of Report Problem & Scope of Work

### THE CLIENTS

The party commissioning the appraisal report (the “Client”) is Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP.

### EFFECTIVE DATE OF REPORT

The effective date of this report is **April 16, 2021 (Retrospective)**. A Retrospective effective date is precedes the inspection date or the date the report was prepared, where market conditions may be materially different between these dates. A Retrospective value opinion is based on the market conditions, perceptions and perspectives that existed as of the Retrospective effective date, not taking hindsight into account. See **Appendix B** for definitions of Current, Retrospective and Prospective effective dates.

### APPRAISED PROPERTY

The Subject Property is located at 1250 Markham Road, on the west side of Markham Road, south of Progress Avenue and north of Ellesmere Road, in the City of Toronto, Ontario.

### PURPOSE & INTENDED USE OF THE APPRAISAL

This appraisal has been prepared for the purpose of expressing an opinion of the market value of the subject property, as at an effective date of April 16, 2021.

The intended use of this report is for litigation purposes.

This report is not intended for any other purpose and may only be relied upon by Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP, and in the alternative the Court. All other parties are considered to be unintended users. The reader’s attention is also directed to the Scope of the Investigations section of this report commencing on **Page 18** and the Assumptions and Limiting Conditions section of this report commencing on **Page 74**.

### THE INTENDED USERS

This Appraisal is only intended for the purpose and use stated herein. This document in its entirety or portions thereof may not be copied or distributed in any electronic transmission or printed form; all

## Section 2: Identification of Report Problem & Scope of Work

copyright is reserved to Altus Group Limited. This Appraisal and reporting document has been prepared on the assumption that no other person other than the Intended Users will rely on it for any other purpose and that all liability to all such persons is denied.

The Intended Users of this Appraisal Report are Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP and the Court.

### STANDARD DEFINITION OF MARKET VALUE

The standard definition of Market Value is defined by the Appraisal Institute of Canada in the *Canadian Uniform Standards of Professional Appraisal Practice* as:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.”

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### PROPERTY RIGHTS

The interest appraised is the **fee simple estate**. Fee simple estate implies absolute ownership unencumbered by any other interest or estate. Fee simple ownership is subject to government limitations of eminent domain, escheat, police power and taxation.

This report assumes an un-fractured, 100% ownership interest in the property.

## Section 2: Identification of Report Problem & Scope of Work

### REASONABLE EXPOSURE TIME

Reasonable exposure time is always presumed to precede the effective date of the appraisal.

Exposure Time is an estimate of the length of time that the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the effective date of the appraisal.

Exposure Time is a retrospective estimate based upon experience and the opinions gathered from real estate brokers active in the field. The estimate of time period for reasonable exposure is not intended to be a prediction but is an estimate of the amount of time that the property would have required to be exposed for sale on the open market in an appropriate manner, and using an experienced broker.

### REPORTING STANDARDS

The appraisal and valuation analysis herein has been made in accordance with the CUSPAP Standards. The complete text of CUSPAP is on file in the office of Altus Group Limited and can be made available upon request.

### REPORTING FORMAT EMPLOYED

This report is prepared in a **Narrative** format. The two principal reporting formats are described in **Appendix B**.

### TERMS OF REFERENCE

The following provides a summary of the terms of reference (TOR) guiding this appraisal assignment:

- The inspection date is approximately 2 years subsequent to the effective date. It is assumed that there have been no material changes to the property between the effective date and the inspection date other than as may be noted in this report.
- The 'Neighbourhood Description' is as at our March, 2023 inspection date as opposed to the April 16, 2021 effective date.



**Section 2: Identification of Report Problem & Scope of Work****HYPOTHETICAL/LIMITING CONDITIONS & EXTRAORDINARY ASSUMPTIONS**

The Canadian Standards of Professional Appraisal Practice (CUSPAP) identifies various assumptions and departures from Standards which may be permitted/necessary in certain circumstances. An appraisal or consultation report may be Subject to Hypothetical Conditions, Extraordinary Assumptions, Extraordinary Limiting Conditions and Jurisdictional Exceptions in addition to Ordinary Assumptions and Limiting Conditions. Please see **Appendix B** for the definitions of each of these terms.

The following are our Hypothetical/Limiting Conditions & Extraordinary Assumptions:

- In early 2020, the Novel Coronavirus ("Covid-19") began to materially impact on the world economy, introducing material market uncertainty and volatility. On March 11, 2020 the World Health Organization declared Covid-19 a Global Pandemic. Available market evidence leading up to the effective date of the report may not provide sufficient guidance on the market impact relating to Covid-19. Considerable professional judgement is necessary. It is recommended that caution be exercised in relying on opinions herein as values may change materially with time and as additional, more contemporaneous, market evidence becomes available.
- The appraisal report is subject to a Hypothetical Condition/Limiting Condition & Extraordinary Assumption in that: (i) there are neither soil nor subsoil conditions that would preclude development of the subject property under the estimated highest and best use, or that would adversely affect the market value estimated herein in any manner; and, (ii) there is no contamination or environmental condition affecting the subject property. It is assumed that there are no hazardous or environmental conditions that would preclude development or use of the Property under the estimated highest and best use estimate herein, or that would adversely affect the market value estimated herein in any manner.
- The appraisal report is subject to a Hypothetical Condition/Limiting Condition & Extraordinary Assumption in that, unless stated otherwise herein, the subject property is free from any encumbrances, easements, etc. that would adversely affect the continued operation and/or future development potential of the property.

**ORDINARY ASSUMPTIONS AND LIMITING CONDITIONS**

The following Ordinary Assumptions and Limiting Conditions apply to **real estate appraisals** prepared by Altus Group ("Altus"). Any Special Conditions have been added as required.

## Section 2: Identification of Report Problem & Scope of Work

The certification that appears in this appraisal report is Subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP"), Professional Standards of the Royal Institution of Chartered Surveyors (RICS), International Valuation standards (IVS), published by the International Valuation Standards Council and any other Appraisal Organization to which the author is a member and the following conditions.

1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the author. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author.
3. The author will not be responsible for matters of a legal nature that affect either the Property being appraised or the title to it. The Property is appraised on the basis of it being under responsible ownership. Unless otherwise stated in this report, no registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised Property or any portion of the appraised Property, are outside the scope of work and expertise of the author. Any information regarding the identity of a Property's owner or identifying the Property owned by the listed client and/or applicant provided by the author is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the author does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the author. Any information provided by the author is for informational purposes only and any reliance is unreasonable. Any information provided by the author does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.

Section 2: Identification of Report Problem & Scope of Work

5. No survey of the Property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the Property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject properties or of/on a neighbouring Property that could affect the value of the subject properties. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed Property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the Property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.

Section 2: Identification of Report Problem & Scope of Work

9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.
10. The term “inspection” refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.
11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.
12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author’s privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.
13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.
14. This report, its content and all attachments/appendices and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any

Section 2: Identification of Report Problem & Scope of Work

other means whatsoever this appraisal report, appendices, all attachments and the data contained within for any commercial, or other, use.

15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.
16. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.
17. Unless specifically stated, the value conclusions contained in this report applies to the real estate only, and does not include personal property, machinery and equipment, trade fixtures, business value, goodwill or other non-realty items. This report is limited to surface rights only and does not include any inherent subsurface or mineral rights. Income tax considerations have not been included or valued unless so specified in this report. No representations are made as to the value changes that may be attributed to such considerations.
18. It is assumed that legal, engineering, or other professional advice, as may be required, has been or will be obtained from properly qualified legal professional sources and that this report will not be used for guidance in legal or technical matters such as, but not limited to, the existence of encroachments, easements or other discrepancies affecting the legal description of the Property. It is assumed that there are no concealed or dubious conditions of the subsoil or subsurface waters including water table and flood plain, unless otherwise noted.
19. It is assumed that any and all liabilities that might accrue against the real estate such as taxes, hypothecs, contracts or services of any kind, are paid when due. Taxes and other fees (e.g. broker commissions) incurred during the hypothetical sale of the real estate are not addressed in this report.
20. This report may contain estimates of future financial performance, estimates or opinions that represent the author's view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted.

## Section 2: Identification of Report Problem & Scope of Work

Actual results achieved during the period covered by our prospective financial analyses will vary from those described in this report, and the variations may be material.

21. This report assumes that the Property will be competently managed, leased and maintained by financially sound owners over the expected period of ownership. This engagement does not entail an evaluation of management's or owner's effectiveness, nor is the author or Altus responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.
22. The value is based on the purchasing power of the Canadian dollar as of at date.

## SCOPE OF THE INVESTIGATIONS

This Report is an update to the March 9, 2023, Altus Appraisal Report, that was prepared for the purpose of expressing an opinion of the Retrospective market value of the Fee Simple Interest in the the Subject Property, as at April 16, 2021.

As such, the following documents were reviewed in preparation of this update report:

- Planning Report that was prepared for the Subject Property by GSI Real Estate & Planning Advisors on January 30, 2024.

The following is a description of the general investigations and analysis undertaken in support of the general scope of the March 9, 2023 Altus Appraisal Report..

- A limited title search was conducted in order to obtain and review registered transfers, ownership, mortgages, surveys/plans, encumbrances and other publicly registered information. The author is not an expert in matters of legal title and cannot warrant that all material registrations on title have been discovered. Only those registrations expressly noted in this report are assumed to be in force. For greater certainty, the reader is advised to retain an expert in matters of legal title.
- Site boundaries, dimensions and area as described herein are based on an examination of registered plans on title, the *Geowarehouse* Property Database, and Google Maps.
- Land use designations affecting the Subject Property have been verified with reference to publicly available land use documents.



## Section 2: Identification of Report Problem & Scope of Work

- An inspection of the Subject Property was conducted by Robert Solnick on March 3, 2023. Please refer to the **Assumptions & Limiting Conditions** section of this report for assumptions regarding the physical, mechanical, soil and environmental conditions of the property.
- The market research consisted of locating and analyzing sales of places of worship between 2016 and 2021.
- The market research included reference to various market data sources, including *RealNet*, *RealTrack*, *Geowarehouse*, *Teraview*, the Toronto Real Estate Board's Multiple Listing Service (*MLS*) records, as well as our own records.
- Each sale transaction presented in the appraisal was verified with land registry documentation acquired through the Teranet/Teraview online land registry database. Where appropriate, mortgage financing forming part of the sale was investigated and considered. Each sale property was visited and photographed.
- Research and investigations also included the examination of the following documents, publications and market studies:
  - City of Toronto Official Plan.
  - Scarborough Zoning By-law No. 24982.
  - Subject Property Site Plan prepared by Maple Reinders, dated October, 28, 2020.
  - Subject Property Parking Structure Budget prepared by Maple Reinders, dated May 21, 2019.
  - Letter prepared for the Subject Property owner by Cassels Brock & Blackwell LLP, dated December 16, 2022.
  - Subject Property Minor Variance to permit 455 parking spots on the Subject Property Site, dated May 12, 2010.
  - Appraisal Report prepared for the Subject Property by Wagner Andrews Kovacs, dated July 27, 2020.
  - 2019, 2020, and 2021 Altus Construction Cost Guides.
  - Canada Mortgage and Housing Corporation data.
  - Statistics Canada census data.

## **SECTION 3**

### **DESCRIPTION OF THE SUBJECT PROPERTY & MARKET**

## Section 3: Description of the Subject Property &amp; Market

**SUBJECT PROPERTY IDENTIFICATION****Municipal Address, PIN & Legal Description of the Property**

Municipal Address & PIN	Legal Description
<p>1250 Markham Rd, Ontario (06179-0140)</p>	<p>PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325, (FORMERLY CITY OF SCARBOROUGH). TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473 SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631 CITY OF TORONTO</p>

**OWNERSHIP & RECENT HISTORY OF SUBJECT PROPERTY**

According to Land Registry office records, the registered owner of the Subject Property is **Global Kingdom Ministries Church Inc.**, who acquired title on April 16, 2021 (i.e., the effective date of this Report).

We are not aware of any agreements of purchase and sale, offers or listings with respect to the Subject Property that were active or completed within three (3) years prior to the effective date.

**ENCUMBRANCES**

Consistent with the scope of the investigations with respect to matters of subject title, encumbrances and rights-of-way that may or may not be registered on title have not been investigated, other than as may be expressly noted herein. It is assumed that the Subject Property is not subject to any unusual encumbrances or rights-of-way that would materially or adversely impact the market value of the property. While we are aware of easements over the Subject Property (primarily for ingress/egress purposes), we do not believe they have any material impact on the value of the Subject property.

### Section 3: Description of the Subject Property & Market

## MUNICIPAL ASSESSMENT & REALTY TAXES

The assessment system in Ontario underwent a long overdue reform through the *Fair Municipal Finance Act, 1997*, which came into effect on January 1, 1998. Under the Act, Ontario assessed property values are to reflect “current value”. According to the *Assessment Act*, “current value” is defined as:

*“...in relation to land, the amount of money the fee simple, if unencumbered, would realize if sold at arm’s length by a willing seller to a willing buyer.”*

Key characteristics of “current value assessment” are summarized as follows:

- Estimated value of the property is at a specific point in time.
- Assumes a transaction between unrelated parties in the open market, with no advantage being taken by either party.
- Recognizes the use of the property as of the valuation date.

Assessments are continuously updated, which contrasts with the former assessment methodology (before 1998) where updates were significantly less consistent and regular.

The following chart summarizes the assessment based on *GeoWarehouse* Online Property Details and is included for general information purposes only and may not accurately represent the Assessment Records as at the effective date.

Chart of Assessment Roll Information from GeoWarehouse Online Property Details	
Address:	1250 Markham Road, Toronto
Assessment Roll Number:	190105288005903
Property Type:	Place of worship – without a clergy residence
Assessed Site Area:	4.25 Acres
Assessed Value -- January 1, 2016:	\$13,763,000 (for 2022-2023 taxation years)

\*We note that the property is exempt from taxation and the assessed value as no practical implications to the owner. We would not have expected them to appeal this value, even if it is greater than the market value of the property.

## MUNICIPAL OVERVIEW

The subject property is located in the City of Toronto. Please refer to **Appendix C** for a general overview of the City of Toronto.

## Section 3: Description of the Subject Property &amp; Market

**NEIGHBOURHOOD DESCRIPTION**

The Subject Property is located at 1250 Markham Road, on the west side of Markham Road, south of Progress Avenue and north of Ellesmere Road, in the City of Toronto. The immediate area of the Subject Property is primarily comprised of employment uses.

Please refer below for a 'Neighbourhood Aerial Photograph'.

**Neighbourhood Aerial Photograph**

Source: Google Maps. Modified by Altus.

### Section 3: Description of the Subject Property & Market

#### Surrounding Uses

Uses that surround the Subject Property include the following:

- North:* Immediately north of the Subject Property is a surface parking lot that had recently been approved for high-density residential uses. Farther north of this property is a McDonalds restaurant, located on the east side of Markham Road and the Highland Creek (East Branch) Valley Lands.
- East:* Immediately east of the Subject Property is Markham Road, a six-lane, north-south traversing, major arterial road. East of Markham Road is improved with a high-density residential apartment building as well as various commercial and institutional uses, which continue east to Dormington Drive.
- South:* South of the Subject Property is improved with employment uses situated along the east side of Markham Road. These properties are comprised of various retail, industrial, and office uses, which extend south to Ellesmere Road.
- West:* Immediately west of the Subject Property are the Highland Creek (East Branch) Valley Lands. Farther west is improved with various industrial / commercial uses, which extend to Bellamy Road North.



### Section 3: Description of the Subject Property & Market

## SITE DESCRIPTION

### Location & Visibility

The Subject Property is located on the west side of Markham Road, south of Progress Avenue, and north of Ellesmere Road, in the City of Toronto, Ontario.

The Subject Property is visible from the west side of Markham Road.

### Site Dimensions and Area

According to the *Geowarehouse* Property Database and Google Maps, the Subject Property has the following approximate site dimensions, gross site area and estimated developable area:

Frontage on Markham Street	~300.00	Feet
North Limit	~545.00	Feet
East Limit	~330.00	Feet
South Limit	~675.00	Feet
Gross Site Area:	4.259	Acres
Estimated Developable Area:	4.259	Acres

### Road Improvements & Ingress/Egress

The property is accessible from the west side of Markham Road.

### Municipal Services & Utilities

Full municipal services are available to the Subject Property.

### Topography & Drainage

The Subject Property has a general level topography and is at the grade level of Anderson Street. We did not observe any pooling or build up on site that would lead us to believe that drainage is inadequate.

### Section 3: Description of the Subject Property & Market

#### **Soil Conditions**

We are not aware of any soil tests that may have been performed and we have not undertaken a soil analysis, lacking the required expertise. It has been assumed that there are no soil or subsoil conditions that would preclude development or use of the Subject Property under its actual or highest and best use, or that would adversely impact the property in any manner.

#### **Hazardous Substances**

We are not aware of, nor did we observe anything that would indicate that there is any contamination or environmental conditions affecting the Subject Property. We are not aware of any environmental reports completed for the Subject Property. There may be unapparent environmental hazards or liabilities with the Subject Property. It is assumed that there are no hazardous or environmental conditions that would preclude development or use of the Subject Property under its actual or highest and best use, or that would adversely impact the property in any manner.

### Section 3: Description of the Subject Property & Market

## LAND USE CONTROLS

### City of Toronto Official Plan

As indicated in the following map, according to the City of Toronto Official Plan, the Subject Property is designated '**General Employment Area**':

City of Toronto Official Plan Land Use Map



Source: City of Toronto. Modified by Altus

*"Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospect. General Employment Areas are generally located on the periphery of Employment Areas on major roads where retail, service and restaurant uses can serve workers in the Employment Area and would also benefit from visibility and transit access to draw the broader public."*

### Section 3: Description of the Subject Property & Market

*Retail uses on the periphery of Employment Areas frequently serve as a buffer between industries in the interior of Employment Areas and nearby residential areas”.*

According to the City of Toronto Official Plan, the Subject Property is also subject to Site and Area Specific Policy Number 450. Please refer to the following Official Plan Excerpt where the Subject Property is identified as 1250 Markham Road, Parcel B.

#### **450. 1250 Markham Road**

- a) On parcel "A", only a residential building for senior citizens is permitted in addition to ancillary uses limited to the ground floor, such as offices, community services and small scale retail.
- b) A place of worship and ancillary community facility and recreational uses are permitted on Parcel "B".
- c) Employment uses on Parcel "B" will be compatible with adjacent residential uses.
- d) All new development is to be located and developed to the satisfaction of the Toronto and Region Conservation Authority and the City.
- e) All new development is to protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road.



### Section 3: Description of the Subject Property & Market

#### Converting Employment Lands to Non-Employment Uses

According to the January 30, 2024 GSI Planning Report prepared for the Subject Property:

- *At the effective date (and to this day), the subject property was identified in the City of Toronto Official Plan as Employment Areas (Chapter Two: Urban Structure) and designated General Employment Areas (Chapter Four: Land Use Designations). The existing “as-of-right” Zoning By-law 865-2019(LPAT) for the subject property allows for a place of worship and an above grade parking structure to a maximum Gross Floor Area (GFA) of 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>)*
- *The City of Toronto Official Plan determines whether a residential use is permitted. The Official Plan must conform with the Places to Grow: Growth Plan for the Greater Golden Horseshoe (2019), Amendment 1 2020 (the Growth Plan 2020). Policy 2.2.5 (Employment) of the Growth Plan 2020 contains policies to protect Employment Areas. Policy 2.2.5.7 of the Growth Plan 2020 directs municipalities to prohibit residential uses in Employment Areas.*
- *For the subject lands to be redeveloped for multi-unit high-density residential uses, the property would need to be “converted” (redesignated in the Official Plan) from their current designation as General Employment Areas to Mixed Use Areas or another designation that permits residential uses.*
- *The Growth Plan 2020 (Policy 2.2.5.9) further prohibits conversion of lands within Employment Areas to non-employment uses (like residential) except through a municipal comprehensive review (a specific event as defined in the Growth Plan 2020). While a municipal comprehensive review had been initiated by the City of Toronto at the effective date, the deadline to file a conversion application was August 03, 2021. Late submissions would not have been accepted.*
- *Neither the City or the OLT are allowed to approve such a conversion because section 14 of The Places to Grow Act, 2005, S.O. 2005, c.13 requires their decisions to confirm to Policy 2.2.5.9.*
- *The process of converting lands from Employment Area land to Mixed Use Area land requires an extensive and robust submission to the City of Toronto. The submission must also include a number of “required elements” as well as detailed reports and studies, such as air quality impact reports, noise impact studies, transportation impact studies, etc. Preparing a technical submission such as this typically takes between 6 to 8 months.*

### Section 3: Description of the Subject Property & Market

- *It is unlikely that a submission could be prepared between the effective date and the August 03, 2021 deadline.*
- *The City's next municipal comprehensive review at which an Employment Area conversion request could be brought would be 5-years from whenever the City's official plan amendment (OPA) came into effect (s. 26(1.1)(b) of the Planning Act) and approved by the Minister of Municipal Affairs and Housing (MMAH). That is, if the August 03, 2021 deadline was not met or the conversion request was rejected or denied, the next opportunity to submit a conversion request to the City of Toronto was probably 2029 at the earliest. As it happens, the MCR OPA's have not yet come into effect and therefore, the next 5-year period has not yet begun.*
- *Even a timely submission to convert the subject property for residential purposes would be very unlikely to succeed.*
- *City Council previously rejected a request to convert the subject property to a Mixed Use Areas designation and nothing had changed at the effective date (and to this day) to suggest that the City would reverse itself on this same issue.*

Given the foregoing:

- *It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.*
- *Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.*
- *The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.*



### Section 3: Description of the Subject Property & Market

## Zoning

According to the Former City of Scarborough Zoning By-law No. 24982 (Progress Employment District), as amended, the Subject Property is zoned “**Industrial (M)**”.

### Permitted Uses

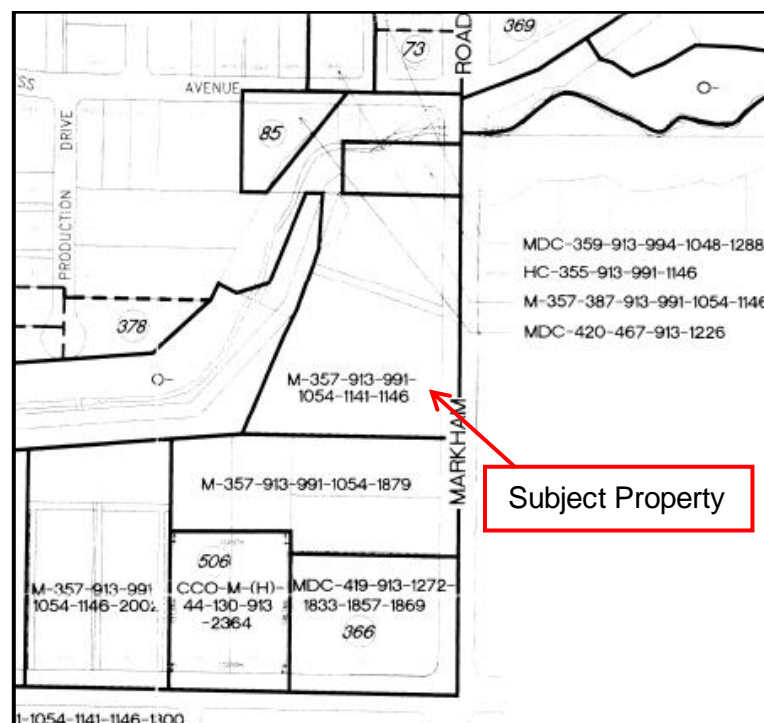
The (M) zoning permits the following uses: industrial uses, offices (excluding medical and dental offices), places of worship, recreational uses, day nurseries, and educating and training facilities, with all uses to be conducted within an enclosed building. Residential uses are not permitted under the M zoning designation.

### Parking Requirements

On May 12, 2010, a Minor Variance was granted to permit a total of 455 parking spaces on the Subject Property Site, whereas the Zoning-Bylaw required a minimum of 509 parking spaces. The Minor Variance is included in **Appendix D** herein.

Please refer to the following zoning classification map.

**Zoning Classification Map**



### Section 3: Description of the Subject Property & Market

## **Proposed Development**

### Development Concept

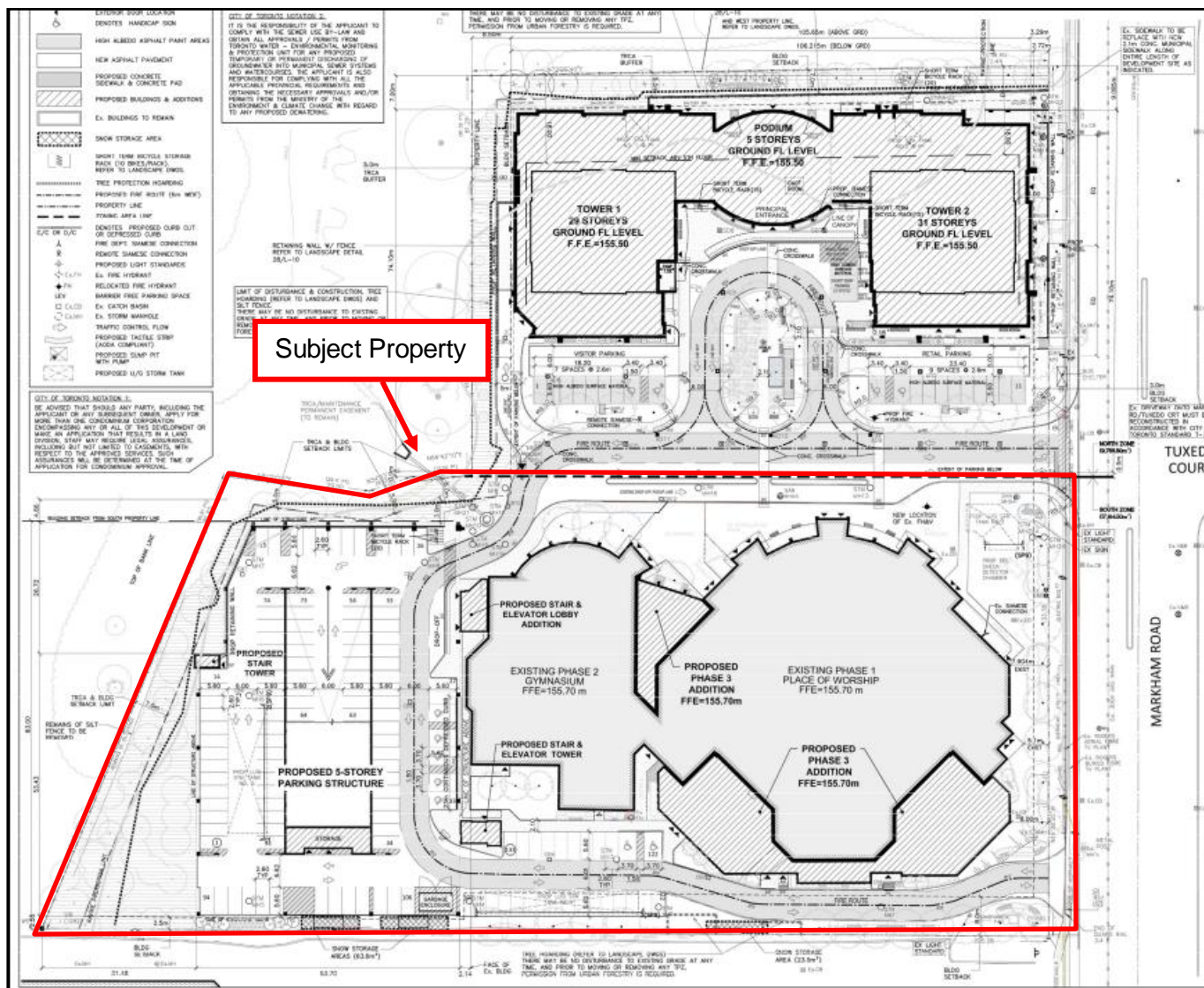
Prior to the effective date, a Zoning By-Law Amendment and Site Plan Application was submitted on behalf of the Subject Property and the adjoining property to the north to permit the development of two seniors 'life-lease' residential buildings of 29 and 31 storeys on the property to the north and various 2-storey additions to the existing place of worship, as well as a 5-level parking structure on the Subject Property site to provide replacement parking for the place of worship.

At the time of the application, these two properties were legally identified under one municipal address / PIN number and were subsequently severed to facilitate the proposed development. Prior to the severance, the Subject property utilized the property to the north for its own parking purposes. Subsequent to the severance, the Subject Property Site only provides for 170 surface parking spaces and operates at a parking deficit of 285 spaces (as per the zoning requirements for 455 spaces), hence the proposed construction of a 5-level parking structure on the Subject Property Site. As at the effective date, construction had not commenced on the high density residential development or the proposed additions to the Subject Property, inclusive of the 5-level parking structure.

Please refer to the following proposed site plan for the Subject Property.

### Section 3: Description of the Subject Property & Market

## Subject Property Site Plan



### Section 3: Description of the Subject Property & Market

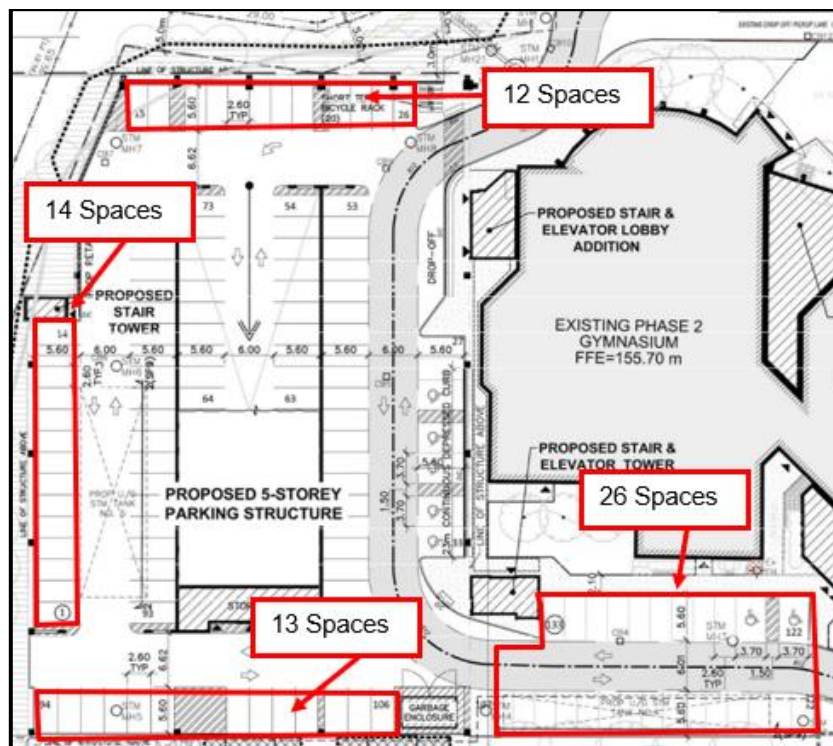
#### Parking Requirements / Construction Costs

As previously noted, the construction of the proposed additions to the Subject Property, inclusive of the 5-level parking structure had not commenced as at the effective date. Given that the Subject Property operates at a parking deficit subsequent to the severance from the parcel to the north, the costs to meet the minimum parking requirements of 455 spaces must be accounted for in the valuation of the Subject Property as at the effective date.

Due to the limited remaining site area attributed to parking on the Subject Property Site (subsequent to the severance from the property to the north), the only way to accommodate the minimum number of required parking spaces is to build an above grade multi-level parking structure. In addition, according to the Subject Property Owner, all of the existing surface parking spaces will need to be replaced due to their overall poor condition, current limiting load bearing capacity, as well as to accommodate the construction of the multi-level parking structure.

As identified in the following Subject Property Site Plan Excerpt, the reconfiguration of the Subject Property parking area would provide for 65 new surface parking spaces, with the remaining parking spaces being located with the multi-level parking structure.

#### **Subject Property Site Plan Excerpt**



### Section 3: Description of the Subject Property & Market

In consideration of the foregoing, our cost estimate to construct the minimum required number of parking spaces on the Subject Property Site is provided as follows:

Parking Type	Number of Spaces	Cost per Space	Total Cost
Multi-Level Parking Structure	390	\$35,588 <sup>1</sup>	\$13,879,320
Surface Parking Space	65	\$4,200 <sup>2</sup>	\$273,000
<b>Total</b>	<b>455</b>	<b>\$39,788</b>	<b>\$14,152,320</b>

#### Notes

1. The cost per space was derived using the provided fee estimate for the construction of the proposed multi-level parking structure (included in **Appendix E** herein). The fee estimate indicated the cost per space to be \$21,011 as at May 2018 and \$25,047 as at May 2019, an increase of approximately 19 percent year over year. In order to arrive at our cost per parking space of \$35,588 as at the effective date, we have increased the May 2019 amount by 19 percent per annum for two years. This per annum increase is similar to the pricing increases found in the Altus Construction Cost Guide for above grade parking structures between 2019 and the 2021 effective date (an increase of approximately 16% per annum). We believe it is appropriate to rely on the annual percentage increase amount indicated in the provided fee estimate (19%) vs. the Altus Cost Guide (16%), given that fee estimate accounts for the site specific characteristics of the Subject Property, whereas the Altus Cost Guide does not.

As a reasonability check to the provided fee quote, we have estimated the cost to construct an above grade parking structure on the Subject Property Site using the Altus Construction Cost Guide. According to the 2021 Altus Construction Cost Guide, the average price per square foot to construct an above grade parking structure was \$115 per square foot, which we have increased by 20% to \$138 per square foot to account for the inclusion of soft costs (the Altus Construction Guide only provides hard costs and not soft costs). The approximate area required to accommodate 390 parking spaces in an above-grade parking structure is 102,905 square feet (derived using the proposed Subject Property Site Plan). Thus, using the Altus Construction Cost Guide, the cost to construct an above grade parking structure comprised of 390 parking spaces on the Subject Property Site would be \$14,200,890 or \$36,413 per space. This amount is similar to the provided fee quote and confirms its reasonability.

2. According to the Altus Construction Cost Guide, the cost per square foot for the construction of a surface parking space as at the effective date was \$17.50, we have increased by 20% to \$21.00 per



### Section 3: Description of the Subject Property & Market

space to account for the inclusion of soft costs (the Altus Construction Guide only provides hard costs and not soft costs). The average area of a surface parking space is approximately 200 square feet<sup>1</sup>, which equates to a price of \$4,200 per space.

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<sup>1</sup> <https://www.preciseparklink.com/parking-industry-insights/the-average-size-of-parking-spaces-in-canada?locale=en>



## Section 3: Description of the Subject Property &amp; Market

**DESCRIPTION OF THE IMPROVEMENTS**

Building Description	
Type	Place of Worship
Year Built	2008
Year Renovated	2011
Number of Storeys and Building Area	2 Storeys Ground Floor Area: 52,791 sf Second Floor Area: 26,834 sf
Structure	Steel frame and masonry construction
Roof Type	Flat steel joist and metal deck, with built-up composition cover
Exterior Cladding	Brick, block and metal siding exterior facings
Foundation	Concrete block
Floor	Poured in place reinforced concrete
Fire & Safety	Fully sprinklered
Mechanical Systems	Fully heated and air-conditioned.
Layout	The north side of the buildings provides a main entrance which opens to a semi-circulator atrium area. The atrium provides direct access to the main auditorium and hallways leading to the east and west portions of the building. The gymnasium on the west side of the building was constructed as part of the 2011 addition, which included a large commercial kitchen, change rooms, and additional offices. Administrative offices, meetings rooms, washrooms, storage rooms and classrooms are situated on the east and west side of the auditorium on both ground and second floors.
Finish	The interior finishes vary from painted concrete block and drywall partitioning walls, t-bar / acoustic tile ceilings, as well as open deck and exposed ductwork. Floors are comprised of mixture of broadloom carpeting, ceramic, vinyl composite tiles, and hardwood.
Elevators	1 Elevator
Lighting	Mixture of florescent pot and high intensity lighting
HVAC	Roof mounted HVAC Units

## Section 3: Description of the Subject Property &amp; Market

Building Description	
Washrooms	Adequate washrooms provided
Functional Utility	The building has above average functional utility for a place of worship use.
Condition/Appeal	The condition/appeal of the building is above average
Building Description Limitation	A structural survey has not been undertaken, and for the purpose of this report, it is assumed that the building is structurally sound. In order to verify this assumption, a qualified engineer should be retained.

Parking Description	
Type	Surface Parking
Number of Dedicated Spaces	170
Condition	The condition of the paved surface parking lot is average to below average.

Section 3: Description of the Subject Property & Market

**PHOTOGRAPHS OF THE SUBJECT PROPERTY (AS AT MARCH 3, 2023)**



**Upper Photograph:** Looking south at the Subject Property from adjacent north parking lot

**Lower Photograph:** Looking northeast at the Subject Property western parking area

Section 3: Description of the Subject Property & Market

**PHOTOGRAPHS OF THE SUBJECT PROPERTY (AS AT MARCH 3, 2023)**

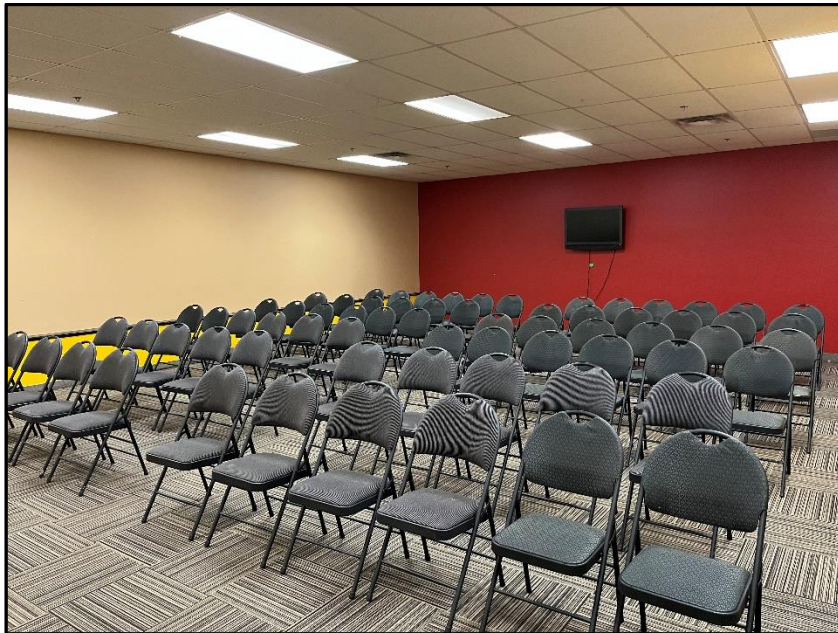


**Upper Photograph:** Main auditorium facing south

**Lower Photograph:** Gymnasium (2011 Addition)



Section 3: Description of the Subject Property & Market



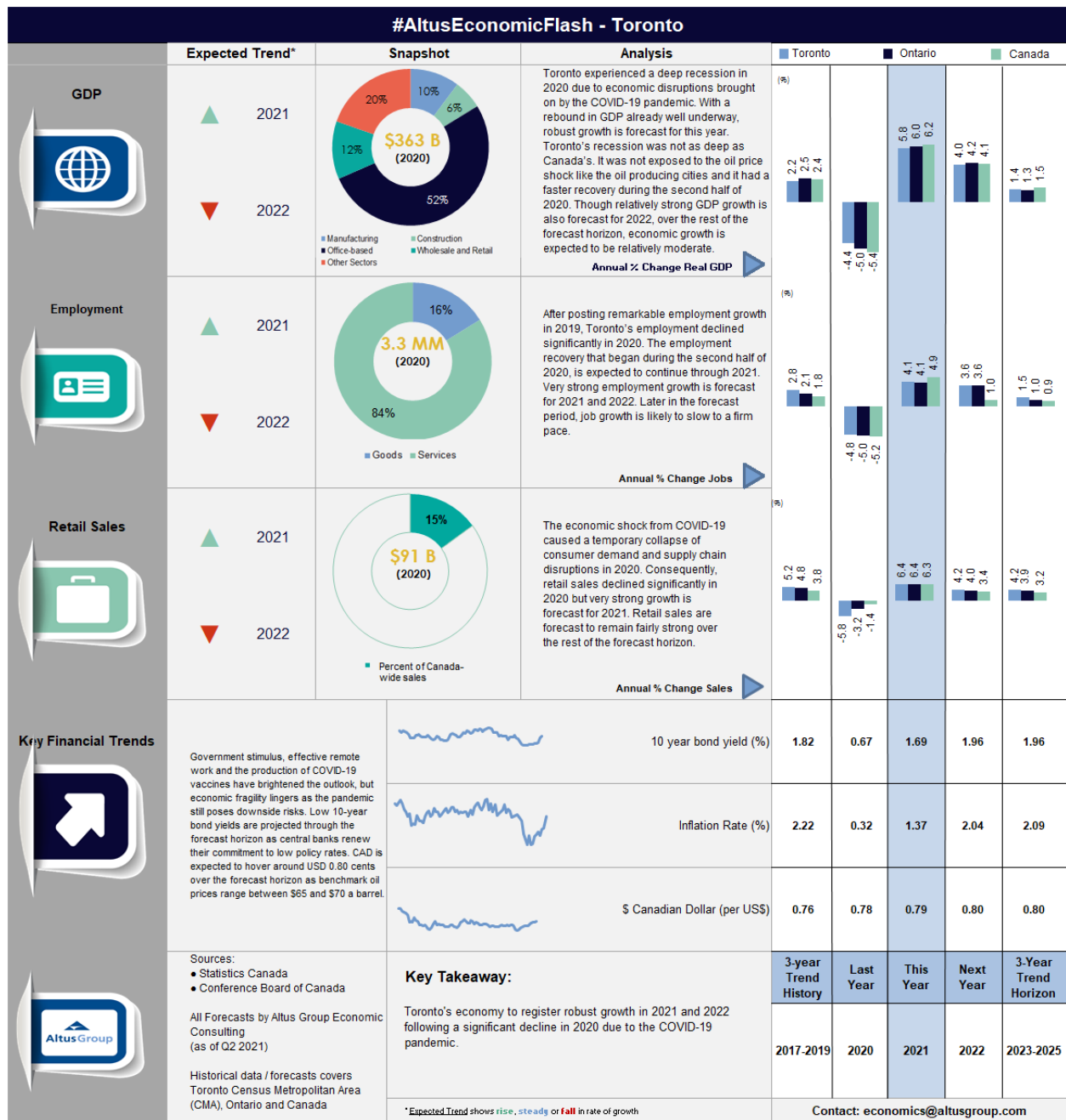
**Upper Photograph:** Typical classroom (2<sup>nd</sup> Floor)

**Lower Photograph:** Administrative offices

## Section 3: Description of the Subject Property &amp; Market

## ECONOMIC &amp; REAL ESTATE MARKET OVERVIEW SUMMARY

## Ontario





## Section 3: Description of the Subject Property &amp; Market

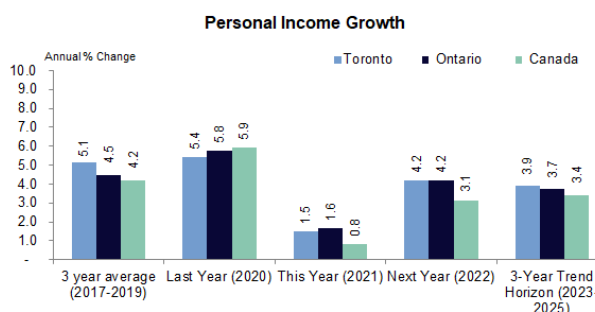
## Economic Trends - Toronto

## Economic Conditions

- Toronto's economy is forecast to grow by 5.8% in 2021 and 4.0% in 2022 as it recovers from a deep recession in 2020, brought on by economic disruptions resulting from the COVID-19 pandemic. The temporary collapse of consumer demand and supply chain disruptions affected most industries and many people lost their jobs but a recovery has already taken hold. Economic growth will continue to be underpinned by government spending, monetary stimulus, robust consumer spending, housing, strong construction activity and a return to strong in-migration. A competitive Canadian dollar is also providing support to the manufacturing sector, while the services sector support economic activity. Over the rest of the forecast horizon, the economy is expected to grow at a modest pace.

## Income Growth

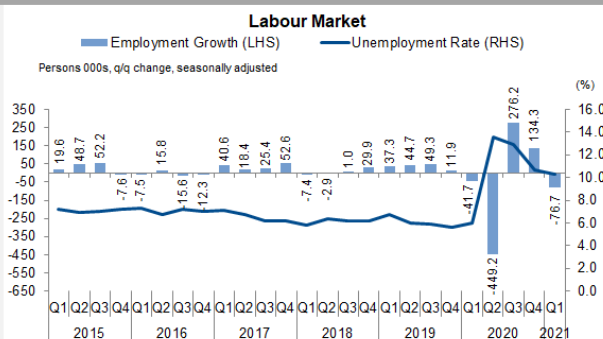
- Compared with the 2017-2019 period, personal income (PI) growth accelerated in 2020, as income supports provided by government overcompensated for income lost due to the pandemic.
- Expect modest PI growth in 2021 as income supports provided by government are gradually rolled back. PI growth is forecast to accelerate in 2022 as the labor market tightens and the economic scarring begins to heal. Over the rest of the forecast horizon, personal income growth is expected to slow, but grow at a solid pace.



Source: Altus Group Economic Consulting based on Conference Board and Statistics Canada

## Labour Market

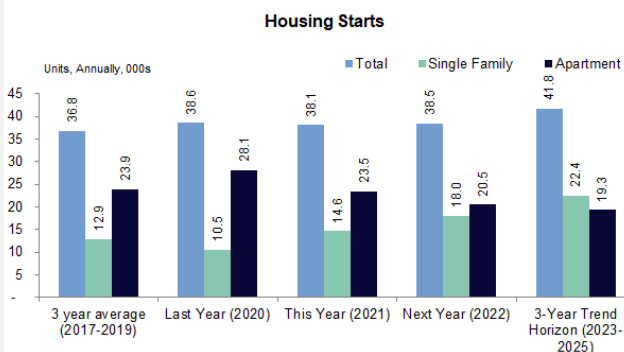
- Employment in Toronto decreased significantly in the first quarter of 2021. On a year-over-year basis, job losses in the first quarter were a result of decreases in the business, building and other support services & accommodation and food services sectors. Employment totalled 3.27 million workers at the end of Q1 2021.
- The unemployment rate decreased by 0.5 percentage points to 10.3% in the first quarter, but remained well above the 5-year average. The unemployment rate is expected to remain elevated in 2021 due to COVID-19 related layoffs.
- Employment growth is likely to recover in the second half of 2021 and in 2022. Overall, employment is expected to increase by about 163,500 net new jobs over the 2023-2025 period.



Source: Altus Group Economic Consulting based on Statistics Canada

## Housing Market

- In the first quarter of 2021, work started on 9,625 new homes, 41% higher than the same period in 2020. There were 38,587 starts in 2020, 27% higher than 2019. Starts are projected to remain stable at 38,000 starts in 2021 and 2022 and increase to an average of 42,000 units from 2023-2025.
- The average price of resale housing units in Toronto increased by 18% in Q1 2021, compared with the same period in 2019. Modest price growth is expected when the volume of transactions increases.



Source: Altus Group Economic Consulting based on CMHC

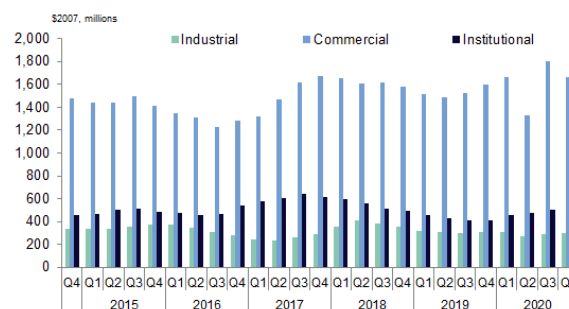
## Section 3: Description of the Subject Property &amp; Market

## Economic Trends - Toronto (Continued)

## Non-residential Construction

- In the fourth quarter of 2020, spending on non-residential structures decreased by 5.1% to \$2.46 billion (seasonally adjusted), but remained above the five-year average.
- Excluding Q2 and Q4 2020, which declined due to pandemic-related lockdowns, non-residential investment has been trending upward since Q3 2019.
- The medium-term outlook is strong. Non-residential investment will be buoyed by construction of office projects, including The Well and the new \$2 billion CIBC Square. These two projects collectively promise to add some 4 million sq. ft. of commercial space by the mid-2020s. Work also continues on the construction of the \$5.3 billion Eglinton Crosstown LRT line, scheduled for completion in 2021.

Investment in Non-residential Building Construction

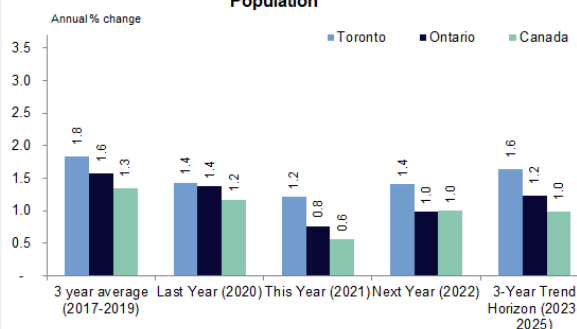


Source: Altus Group Economic Consulting based on Statistics Canada

## Population Growth

- The short-term and medium-term effects of the COVID-19 public health crisis remain difficult to determine.
- Despite the 2021 population forecast, it is expected that closure of Canada's international borders will limit immigration in 2021. It is reasonable to expect population growth to decelerate more significantly in 2021 than the current forecast suggests. Expect a return to stronger population growth in 2022 and over the rest of the forecast horizon.

Population



Source: Altus Group Economic Consulting based on Statistics Canada

## National Economic Context

- Canada's economic growth advanced at a 2.5% average annual pace from 2017-2019. Following a significant contraction in economic activity (-5.4%) in 2020, Canada's economy is forecast to grow by 6.2% in 2021. The Canadian economy has already begun to recover from the economic disruptions of the COVID-19 pandemic, including the supply chain disruptions and oil price shock. Government stimulus, effective remote work, and the production of COVID-19 vaccines have underwritten economic resilience and brightened the near-term outlook. Employment has rallied from the unprecedented job losses in 2020 to within 1.5% of pre-COVID-19 levels. Demand for housing, wholesale and retail trade, manufactured goods, professional services and so forth have provided a substantial boost to economic activity as the nation emerges from the COVID-19 recession. Accommodative monetary policy, fiscal stimulus and a competitive dollar are expected to continue to provide some tailwinds, though economic fragility lingers as the pandemic continues to pose some downside risks. GDP growth of 4.1% is forecast for 2022.

## Section 3: Description of the Subject Property &amp; Market

## Greater Toronto Area (GTA)

#AltusEconomicFlash - Toronto									
		Expected Trend*	Snapshot	Analysis	Toronto	Ontario	Canada		
GDP		2021 2022	 <small>■ Manufacturing ■ Office-based ■ Other Sectors ■ Construction ■ Wholesale and Retail</small>	Toronto experienced a deep recession in 2020 due to economic disruptions brought on by the COVID-19 pandemic. With a rebound in GDP already well underway, robust growth is forecast for this year. Toronto's recession was not as deep as Canada's. It was not exposed to the oil price shock like the oil producing cities and it had a faster recovery during the second half of 2020. Though relatively strong GDP growth is also forecast for 2022, over the rest of the forecast horizon, economic growth is expected to be relatively moderate.					
	Annual % Change Real GDP								
Employment		2021 2022	 <small>■ Goods ■ Services</small>	After posting remarkable employment growth in 2019, Toronto's employment declined significantly in 2020. The employment recovery that began during the second half of 2020, is expected to continue through 2021. Very strong employment growth is forecast for 2021 and 2022. Later in the forecast period, job growth is likely to slow to a firm pace.					
	Annual % Change Jobs								
Retail Sales		2021 2022	 <small>■ Percent of Canada-wide sales</small>	The economic shock from COVID-19 caused a temporary collapse of consumer demand and supply chain disruptions in 2020. Consequently, retail sales declined significantly in 2020 but very strong growth is forecast for 2021. Retail sales are forecast to remain fairly strong over the rest of the forecast horizon.					
	Annual % Change Sales								
Key Financial Trends		Government stimulus, effective remote work and the production of COVID-19 vaccines have brightened the outlook, but economic fragility lingers as the pandemic still poses downside risks. Low 10-year bond yields are projected through the forecast horizon as central banks renew their commitment to low policy rates. CAD is expected to hover around USD 0.80 cents over the forecast horizon as benchmark oil prices range between \$65 and \$70 a barrel.		10 year bond yield (%)	1.82	0.67	1.69	1.96	1.96
				Inflation Rate (%)	2.22	0.32	1.37	2.04	2.09
				\$ Canadian Dollar (per US\$)	0.76	0.78	0.79	0.80	0.80
	Sources: • Statistics Canada • Conference Board of Canada  All Forecasts by Altus Group Economic Consulting (as of Q2 2021)  Historical data / forecasts covers Toronto Census Metropolitan Area (CMA), Ontario and Canada	Key Takeaway:  Toronto's economy to register robust growth in 2021 and 2022 following a significant decline in 2020 due to the COVID-19 pandemic.	3-year Trend History	Last Year	This Year	Next Year	3-Year Trend Horizon		
			2017-2019	2020	2021	2022	2023-2025		
			Contact: economics@altusgroup.com						

## Section 3: Description of the Subject Property &amp; Market

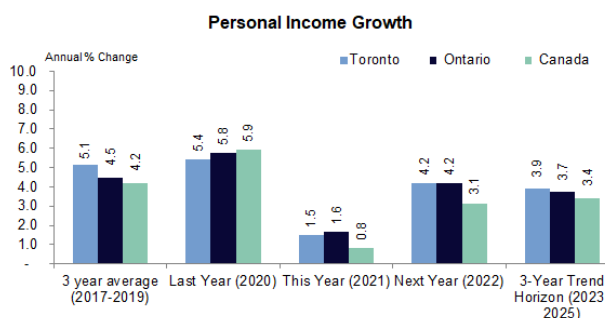
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## Income Growth

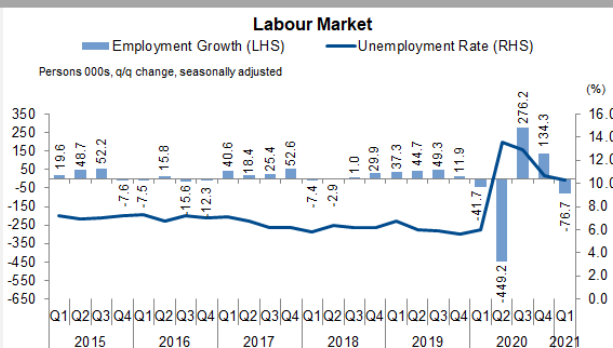
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## Labour Market

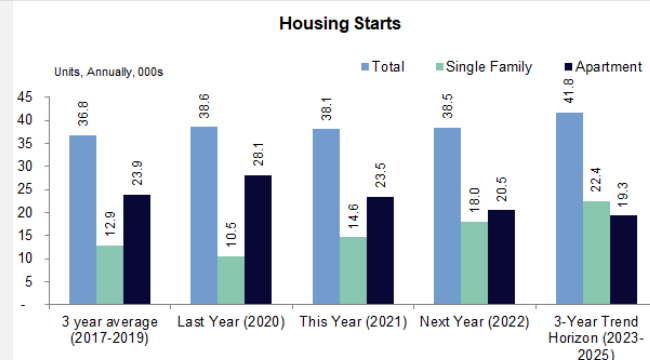
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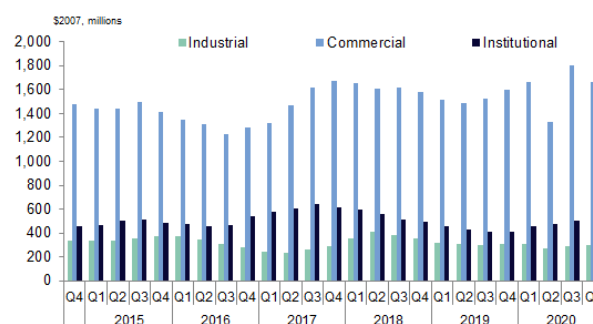
## Section 3: Description of the Subject Property &amp; Market

## Economic Trends - Toronto (Continued)

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## Investment in Non-residential Building Construction

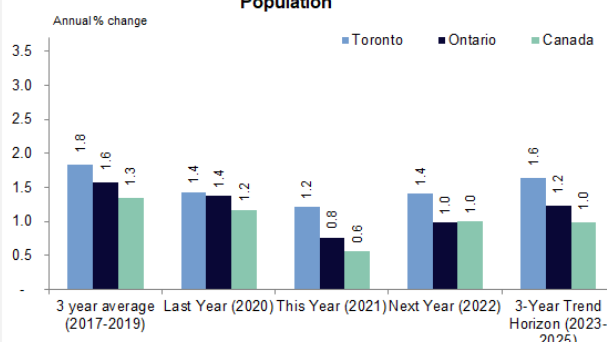


Source: Altus Group Economic Consulting based on Statistics Canada

## Population Growth

- The short-term and medium-term effects of the COVID-19 public health crisis remain difficult to determine.
- Despite the 2021 population forecast, it is expected that closure of Canada's international borders will limit immigration in 2021. It is reasonable to expect population growth to decelerate more significantly in 2021 than the current forecast suggests. Expect a return to stronger population growth in 2022 and over the rest of the forecast horizon.

## Population



Source: Altus Group Economic Consulting based on Statistics Canada

## National Economic Context

- Canada's economic growth advanced at a 2.5% average annual pace from 2017-2019. Following a significant contraction in economic activity (-5.4%) in 2020, Canada's economy is forecast to grow by 6.2% in 2021. The Canadian economy has already begun to recover from the economic disruptions of the COVID-19 pandemic, including the supply chain disruptions and oil price shock. Government stimulus, effective remote work, and the production of COVID-19 vaccines have underwritten economic resilience and brightened the near-term outlook. Employment has rallied from the unprecedented job losses in 2020 to within 1.5% of pre-COVID-19 levels. Demand for housing, wholesale and retail trade, manufactured goods, professional services and so forth have provided a substantial boost to economic activity as the nation emerges from the COVID-19 recession. Accommodative monetary policy, fiscal stimulus and a competitive dollar are expected to continue to provide some tailwinds, though economic fragility lingers as the pandemic continues to pose some downside risks. GDP growth of 4.1% is forecast for 2022.

## **SECTION 4**

### **ANALYSIS OF DATA & CONCLUSIONS**



## Section 4: Analysis of Data &amp; Conclusions

**HIGHEST & BEST USE**

The principle of Highest and Best Use is fundamental to the valuation of real estate and is based on that use which, at the time of appraisal, is most likely to produce the greatest net return or value. Highest and Best Use is that use which is: **legally permissible, physically possible, financially feasible; and maximally productive**. These characteristics are most often considered sequentially. It is important to note that all tests must be met in order to reach a highest and best use conclusion.

See **Appendix B** for a more detailed description of the Highest and Best Use concept. The following factors contribute to the highest and best use conclusions.

**Legal Permissibility**Land Use Controls

- According to the City of Toronto Official Plan, the Subject Property is situated within a 'General Employment Area'.
- According to the Former City of Scarborough Zoning By-law No. 24982 (Progress Employment District), the Subject Property is zoned "Industrial (M)".
- As per the applicable Zoning-By law requirements, the Subject Property requires 455 parking spaces and is operating under a parking deficit of 285 spaces.
- According to the January 30, 2024 GSI Planning Report prepared for the Subject Property:
  - It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.
  - Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.
  - The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.

#### Section 4: Analysis of Data & Conclusions

##### Municipal Servicing Characteristics

- Full municipal services are available to the Subject Property.

##### Proposed Development

- Prior to the effective date, a Zoning By-Law Amendment and Site Plan Application was submitted on behalf of the Subject Property and the adjoining property to the north to permit the development of two seniors 'life-lease' residential buildings of 29 and 31 storeys on the property to the north and various 2-storey additions to the place of worship, as well as a 5-level parking structure on the Subject Property site to provide replacement parking for the existing place of worship.

##### **Physical Possibility**

##### Location

- The Subject Property is situated at 1250 Markham Road, on the west side of Markham Road, north of Ellesmere Road, and south of Progress Avenue, in the City of Toronto, Ontario.
- The immediate area of the Subject Property is mainly comprised of employment uses.

##### Site Dimensions & Area

- According to the *Geowarehouse* Property Database and Google Maps, the Subject Property has the following approximate site dimensions, gross site area and estimated developable area:

Frontage on Markham Street	~300.00	Feet
North Limit	~545.00	Feet
East Limit	~330.00	Feet
South Limit	~675.00	Feet
Gross Site Area:	4.259	Acres
Estimated Developable Area:	4.259	Acres

#### Section 4: Analysis of Data & Conclusions

##### Topography

- The Subject Property has a general level topography and is at the grade level of Markham Road. We did not observe any pooling or build up on site that would lead us to believe that drainage is inadequate.

##### Improvements

- The Subject Property is improved with a 2-storey, 79,625 square foot place of worship. The Subject Property is also improved with paved surface parking located on the west side of the site.

##### Ingress/Egress

- The property is accessible from the west side of Markham Road.

##### **Financial Feasibility**

- Canada's economic growth advanced at a 2.5% average annual pace from 2017-2019. Following a significant contraction in economic activity (-5.4%), Canada's economy is forecast to grow by 6.2% in 2021. The Canadian economy has already begun to recover from the economic disruptions of the COVID-19 pandemic, including the supply chain disruptions and supply shock.
- Excluding Q2 and Q4 2020, which declined due to pandemic-related lockdowns, nonresidential investment has been trending upwards since Q3 2019.
- The cost to construct a multi-level parking structure on the Subject Property Site (as well as 65 new surface parking spaces), was \$14,106,820 as at the effective date.

##### **Maximum Productivity**

- We have considered numerous alternative uses for the Subject Property, such as the redevelopment of the site (i.e. accounting for the costs associated with the demolition of the current improvements plus the underlying land value) as well as the reconfiguration of the current improvements for a different use (i.e. industrial / retail / office). However, given the prevailing market conditions as at the effective date, in conjunction with the purpose built nature of the Subject Property's improvements, it is our opinion that the current Subject

#### Section 4: Analysis of Data & Conclusions

Property's use is the maximally productive use, even after accounting for the costs required to construct a parking structure to meet the minimum parking requirements for the site.

##### **Highest and Best Use Estimate – As If Vacant**

Based on the foregoing and having carefully considered all relevant factors including location, property characteristics, land use controls, municipal servicing characteristics and general market conditions, the highest and best use of the Subject Property, as if vacant, is considered to be a development of a commercial/employment use, similar to that of the existing Subject Property improvements, albeit with the construction of a parking structure to meet the minimum parking requirements for the site as per the zoning by-law requirements

The foregoing use has met all four highest and best use tests (i.e. legally permissible, physically possible, financially feasible, and maximally productive).

##### **Highest and Best Use Estimate – As Improved**

Based on the foregoing and having carefully considered all relevant factors including location, property characteristics, land use controls, municipal servicing characteristics and general market conditions, the highest and best use of the Subject Property, as if improved, is considered to be the continuation of the current use, albeit with the construction of a parking structure to meet the minimum parking requirements for the site as per the zoning by-law requirements.

The foregoing use has met all four highest and best use tests (i.e. legally permissible, physically possible, financially feasible, and maximally productive).

#### Section 4: Analysis of Data & Conclusions

### VALUATION APPROACHES EMPLOYED

There are three approaches traditionally employed in the valuation of an interest in real estate, the **Cost**, **Income** and **Direct Comparison** approaches. See **Appendix B** for a more detailed description of each approach. The following is summary of the valuation approaches employed in this report.

#### **Cost Approach Not Employed**

Cost and market value are not necessarily equal, even in the case of a new building. The difficulty in estimating an appropriate amount of depreciation (from all causes, including 'economic') in this approach, further reduces its reliability. The Cost Approach does not reflect the current behaviour of market participants, although it is sometimes used as an approximate gauge of market value against estimated replacement cost. Consequently, use of the Cost Approach is not deemed relevant or necessary and is not employed.

#### **Income Approach Not Employed**

The Income Approach is not relevant in the valuation of owner-occupied places of worship.

#### **Direct Comparison Approach Employed**

In the valuation of places of worship such as the Subject Property, the Direct Comparison Approach is a widely accepted and appropriate valuation approach and is employed herein as the sole approach to value.

## Section 4: Analysis of Data &amp; Conclusions

**DIRECT COMPARISON APPROACH TO VALUE**

The Direct Comparison Approach is a method by which a property is valued by comparison with sales and listings of other similar properties. However, since no two properties are identical, it may be necessary to consider adjustments to the comparable property sale prices to properly reflect the conditions of the Subject Property. Some of the major elements of comparison that may merit consideration for adjustment are discussed briefly below.

- **Property Rights Conveyed.** A sale price is always predicated on the real property interest conveyed. Rights-of-way, easements, restrictive covenants, or leases above or below current market levels, may impact on price and require adjustment.
- **Financing Terms.** The sale price of one property may differ from that of another due to different financing arrangements. For example, a purchaser would be expected to pay a premium if financing, at a rate substantially below typical financing rates for properties of that type, was a consideration in the transaction. Conversely, a discount would be expected if a rate substantially in excess of typical rates were reflected in the transaction. Financing adjustments, where appropriate, are based on cash equivalency analysis, and are intended to adjust sales with atypical terms to reflect typical market terms.
- **Conditions of Sale.** Adjustments on this account, where appropriate, are intended to reflect unusual motivations of buyers or sellers. For example a vendor with an urgent need for cash may sell at a discount, or a purchaser needing one property to complete an assembly may pay a premium. Adjustments made on this account must be based on a thorough examination of the sale.
- **Market Conditions.** Changes in value may occur for a variety of reasons, including price changes due to inflation or deflation in property values as well as investors' changed perceptions of market conditions. In general terms, where market conditions have changed between the dates of sale of the comparables and the valuation date, adjustments on account of market conditions are appropriate.
- **Location.** One location may be more valuable than another because of proximity to major amenities such as a subway station, parkland, ravine, lake or a city centre. As such, adjustment may be required to reflect conditions that vary from those of the Subject Property.
- **Development Timing.** This tends to be a critical impact regarding the development of land. For example, if a parcel of land is within two to three years of being developed, the land has a strong tendency to sell for a higher price than land eight to ten years from development, all



#### Section 4: Analysis of Data & Conclusions

other factors being equal.

- **Physical Characteristics.** Adjustments may be required to reflect difference in frontage, size, shape, on-site environmental conditions etc.
- **Use.** Adjustments may be required on this account to reflect differences in the highest and best use of a sale property and the Subject Property. Major factors to be considered in determining use potential are market demand, as well as official plan and zoning designations and probability of amendment.
- **Density.** The ultimate density that is permitted by land use controls and demanded in the general marketplace, is also a major consideration in the comparison of the subject and sale properties.

#### Comparable Sales Analysis

Given the estimated highest and best use, research concentrated on locating and analyzing recent sales of places of worship. The chart and map on the following two (2) pages set out details for these sales. A discussion of the sales follows.

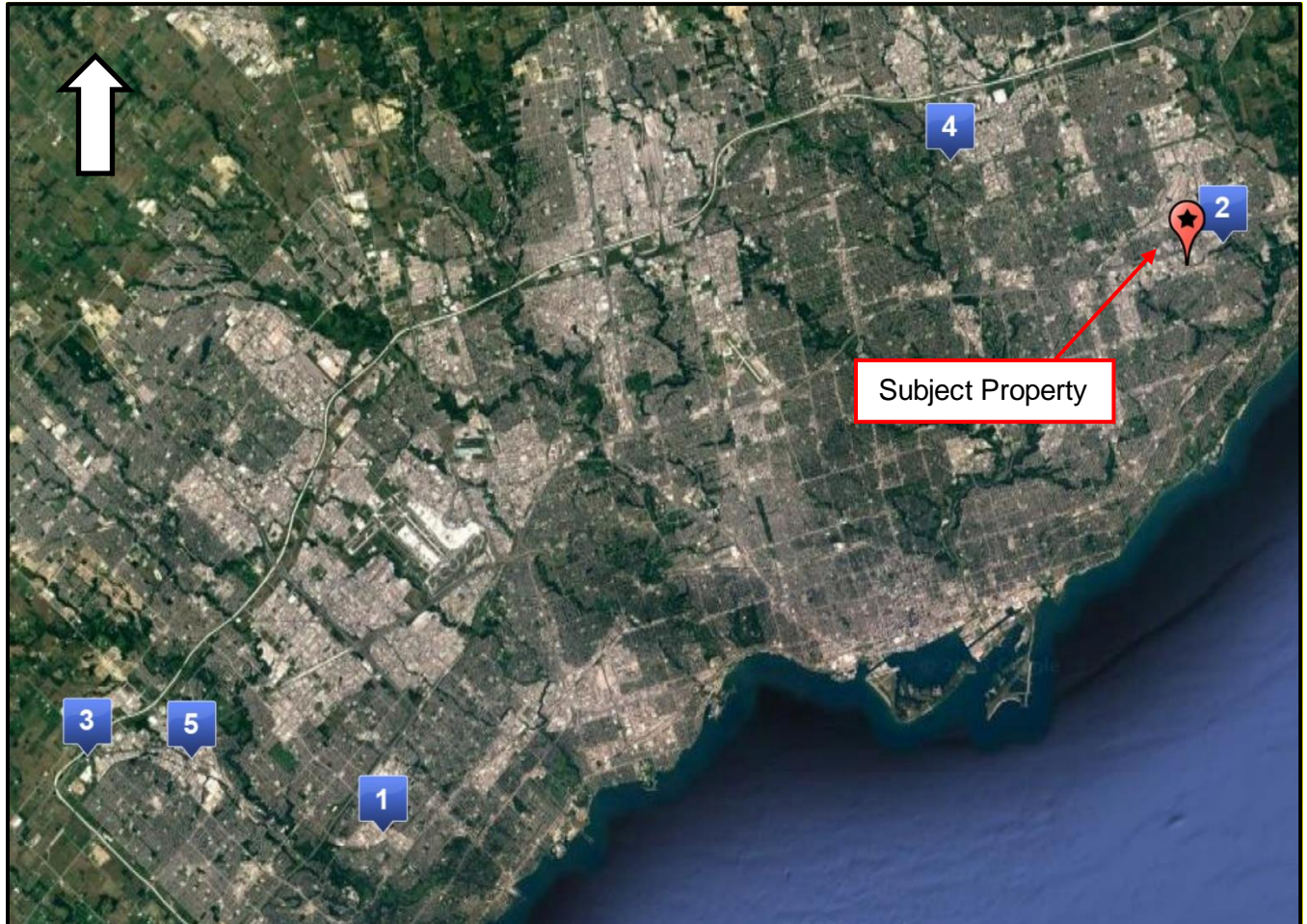
## Section 4: Analysis of Data &amp; Conclusions

## Comparable Land Sales Chart

No.	Effective Date / Transaction date	Address	Municipality	Price	Building size (sq.ft.)	Price/sq.ft.
Subject Property	4/16/2021	1250 Markham Road	Toronto	---	79,625	---
1	1/18/2021	3450 Wolfedale Road	Mississauga	\$7,500,000	26,000	\$288
2	2/28/2019	930 Progress Avenue	Toronto	\$8,500,000	35,000	\$243
3	6/28/2018	7755 Tenth Line West	Mississauga	\$15,500,000	39,751	\$390
4	8/31/2016	2 Simonston Boulevard	Markham	\$8,700,000	26,988	\$322
5	1/29/2016	6630 Turner Valley Road	Mississauga	\$4,750,000	49,850	\$95

Section 4: Analysis of Data & Conclusions

**Comparable Sales Map**



Source: Google Maps, Modified by Altus.

## Section 4: Analysis of Data &amp; Conclusions

**Comparable No. 1: 3450 Wolfedale Road, Mississauga**

Source: Google Maps.

**Transaction Summary**

Vendor:	2570614 Ontario Inc.
Purchaser:	Saint Maxos and Saint Domadios Coptic Orthodox Church
Registration Date:	January 18, 2021
Consideration:	\$7,500,000    Cash (100%)
Price Per Building Area (sf):	\$288

**Property Description**

Location:	The sale property is located at the northeast corner of Wolfedale Road and Central Parkway West, in the City of Mississauga.
Site Configuration:	Rectangular Shaped.
Site Area (Acres):	1.570
Building Area (SF):	26,000
Year Built:	1981

**Land Use Planning**

Official Plan:	<b>'Business Employment'</b>
Zoning:	<b>'E2-19 – Employment'</b>

**General Comments**

As at the sale date, the property was improved with a two-storey institutional building that was previously occupied by The Gateway Centre for New Canadians, a non-profit privately funded community centre. The building includes an office component of approximately 6,182 sf and was

#### Section 4: Analysis of Data & Conclusions

constructed using a structural steel frame behind a combination of concrete blocks and clay brick.

The purchasers in this transaction intended to use this property as a place of worship. The indicated price for this transaction of \$7,500,000 equates to a price per square foot of building area of \$288.

Subsequent to the effective date of this report, the Comparable Sale has been re-listed for sale with an asking price of \$5,388,000, which equates to a price per square foot of building area of \$207.

## Section 4: Analysis of Data &amp; Conclusions

**Comparable No. 2: 930 Progress Avenue, Toronto**

Source: Google Maps.

**Transaction Summary**

Vendor:	Armen-Ontario of Armenian General Benevolent Union Inc.
Purchaser:	Armenian Holy Apostolic Church-Canadian Diocese
Registration Date:	February 28, 2019
Consideration:	\$8,500,000    Cash (100%)
Price Per Building Area (sf):	\$240

**Property Description**

Location:	The sale property is located on the east side of Markham Road, north of Progress Avenue, in the City of Toronto, Ontario.
Site Configuration:	Irregular Shaped.
Site Area (Acres):	2.62
Building Area (SF):	35,000
Year Built:	1981

**Land Use Planning**

Official Plan:	<b>'Employment Areas'</b>
Zoning:	<b>'Industrial'</b>

**General Comments**

As at the sale date, the property was improved with a two-storey multi-tenant institutional building that was previously tenanted by the purchasers in this transaction. According to the purchaser's website:



#### Section 4: Analysis of Data & Conclusions

“It is with great pleasure that the Armenian Apostolic Church Canadian Diocese announces to our faithful and community at large, that on Thursday February 28, 2019, after exercising its right of first refusal on January 29, 2019, became the legal owner of 930 Progress Avenue, Toronto property by purchasing it from Armen Ontario/AGBU of Toronto.

On this occasion the Armenian Apostolic Church Canadian Diocese would like to thank our faithful across Canada and in particular, the Holy Trinity Armenian Church community of Toronto, for its steadfast stand and moral support during the last four months, as we overcame the challenges of exercising our right to purchase this property.

This historic real estate acquisition lays the ground for the younger generation to follow the path of their predecessors, and realize new dreams for generations to come by meeting much needed and important future needs of our community”.

The indicated price for this transaction of \$8,500,000 equates to a price per square foot of building area of \$240.

## Section 4: Analysis of Data &amp; Conclusions

**Comparable No. 3: 7755 Tenth Line West, Mississauga**

Source: Google Maps.

**Transaction Summary**

Vendor:	Discovery Community Christian Church
Purchaser:	Harvest Bible Chapel
Registration Date:	June 28, 2018
Consideration:	\$15,500,000 Cash (100%)
Price Per Building Area (sf):	\$390

**Property Description**

Location:	The sale property is located on the east side of Tenth Line West, South of Highway No. 401, in the City of Mississauga.
Site Configuration:	Irregular Shaped.
Site Area (Acres):	7.780
Building Area (SF):	39,751
Year Built:	2011

**Land Use Planning**

Official Plan:	<b>'Business Employment'</b>
Zoning:	<b>'E2-111 – Employment'</b>

**General Comments**

As at the sale date, the property was improved with a 39,751 square foot purpose built place of worship. The purchasers in this transaction intended to use this property as a place of worship. According to the website for the purchaser, they have described the property as follows:

Section 4: Analysis of Data & Conclusions

**FEATURES**

- |                                       |                             |
|---------------------------------------|-----------------------------|
| • State of the art facility           | • Gymnasium                 |
| • Contemporary design                 | • Cafe                      |
| • 650 seat auditorium                 | • Large kitchen             |
| • Large foyer                         | • Offices                   |
| • Dedicated children's ministry area  | • Meeting rooms             |
| • Fenced outdoor children's play area | • Excess land for expansion |

According to the Broker for this transaction, as at the sale date, several of the office located in the property were being leased and could provide a stream of income to the purchaser of the property.

The indicated price for this transaction of \$15,500,000 equates to a price per square foot of building area of \$390.

## Section 4: Analysis of Data &amp; Conclusions

**Comparable No. 4: 2 Simonston Boulevard, Markham**

Source: Google Maps.

**Transaction Summary**

Vendor:	Shaar Shalom Synagogue
Purchaser:	1958338 Ontario Corp.
Registration Date:	August 31, 2016
Consideration:	\$8,700,000    Cash (100%)
Price Per Building Area (sf):	\$322

**Property Description**

Location:	The sale property is located on south side of Simonston Boulevard, west of Don Mills Road, in the City of Markham.
Site Configuration:	Rectangular Shaped.
Site Area (Acres):	1.580
Building Area (SF):	26,988
Year Built:	1990

**Land Use Planning**

Official Plan:	<b>'Urban Residential'</b>
Zoning:	<b>'O2-Institutional'</b>

**General Comments**

As at the sale date, the property was improved with a 3-Storey 26,988 square foot place of worship. The building has been constructed in 1990 using a structural steel frame behind a combination of concrete blocks and clay brick. The remainder of the property is comprised of an asphalt surface

#### Section 4: Analysis of Data & Conclusions

parking lot containing approximately 123 spaces. Prior to the sale date, the Comparable Sale was being used as a synagogue. It is our understanding the purchaser intended to convert the existing place of worship use to a school use. As per the marketing materials for the Comparable Sale (subsequent to the sale date), the property features

*“Interior Classrooms, Auditorium, Art Studios, Offices, Meeting Rooms, Large Sanctuary, Library, and a Kitchen”.*

The indicated price for this transaction of \$8,700,000 equates to a price per square foot of building area of \$322.

## Section 4: Analysis of Data &amp; Conclusions

**Comparable No. 5: 6630 Turner Valley Road, Mississauga**

Source: Google Maps.

**Transaction Summary**

Vendor:	Meadowvale First Baptist Church
Purchaser:	Roman Catholic Episcopal Corporation for the Diocese of Toronto
Registration Date:	January 29, 2016
Consideration:	\$4,750,000    Cash (100%)
Price Per Building Area (sf):	\$95

**Property Description**

Location:	The sale property is located at the southeast corner of Turner Valley Road and Argentia Road, in the City of Mississauga.
Site Configuration:	Irregular Shaped.
Site Area (Acres):	2.69
Building Area (SF):	49,850
Year Built:	1964

**Land Use Planning**

Official Plan:	<b>'Business Employment'</b>
Zoning:	<b>'M1-Industrial'</b>

**General Comments**

As at the sale date, the property was improved with a 2-Storey multi-tenant institutional building. The building contains a total gross leasable area of 49,850 square feet, including approximately 24,925 square feet of second floor office space. The purchaser intended to utilize the building for its own place



Section 4: Analysis of Data & Conclusions

of worship purposes.

The indicated price for this transaction of \$4,750,000 equates to a price per square foot of building area of \$95.

#### Section 4: Analysis of Data & Conclusions

### Comparable Sales Adjustment

The comparable sales provide the following unadjusted unit rates for the Subject Property.

Sale No.	Address	Indicated Price Per SF / Building
1	3450 Wolfedale Road, Mississauga	\$288
2	930 Progress Avenue, Toronto	\$243
3	7755 Tenth Line West, Mississauga	\$390
4	2 Simonston Boulevard, Markham	\$322
5	6630 Turner Valley Road,	\$95

The comparable sales provide unadjusted value indications for the Subject Property from a low of \$95 per square foot of building area (Comparable Sale No. 5), to a high of \$390 square foot of building area (Comparable Sale No. 3).

Since no two properties are identical, it is often necessary to consider adjustments to the cogent comparable property sale prices in order to accurately reflect the condition of the Subject Property. A number of adjustments to the cogent comparable sales have been considered in this case, including adjustments for:

- financing;
- time/market conditions;
- size;
- location/area;
- planning/development status; and,
- property characteristics.

## Section 4: Analysis of Data &amp; Conclusions

Our adjustments to the cogent comparable sales are discussed following:

**Comparable Sale No. 1** (\$288 per square foot of building area) is located at 3450 Wolfedale Road, at the northeast corner of Wolfedale Road and Central Parkway West, in the City of Mississauga. When compared to the Subject Property, the sale property:

- had a closing date in January 2021, approximately 3 month prior to the effective date, during a time with more favorable market conditions;
- is situated in a superior location for employment uses within the City of Mississauga (i.e. the location of the Comparable Sale features higher end unit pricing for employment properties than the Subject Property's immediate area); and,
- features a significantly smaller building area (i.e. 26,000 square feet vs. 79,625 square feet).

In consideration of the above, downward time, location, and property characteristic adjustments are required. However:

- an upward property characteristic adjustment is required to account for the superior physical characteristics of the Subject Property's improvements when compared to the those of the Comparable Sale. It is noted that this upward property characteristic offsets the previously noted downward property characteristic.

An overall downward adjustment has been applied to this comparable.

**Comparable Sale No. 2** (\$240 per square foot of building area) is located at 930 Progress Court, in close proximity to the Subject Property, on the east side of Markham Road, north of Progress Avenue, in the City of Toronto, Ontario. The sale property had a closing date in February 2019, approximately 2 years prior to the effective date, during a period with similar market conditions to those at the effective date. In consideration of the foregoing, no time / market condition adjustment is required. When compared to the Subject Property, the sale property:

- features a smaller building area (i.e. 35,000 square feet vs. 79,625 square feet).

In consideration of the above, a downward property characteristic adjustments are required. However:

- an upward property characteristic adjustment is required to account for the superior physical characteristics of the Subject Property's improvements when compared to the those of the

#### Section 4: Analysis of Data & Conclusions

Comparable Sale. It is noted that this upward property characteristic outweighs the previously noted downward property characteristic.

An overall upward adjustment has been applied to this comparable.

**Comparable Sale No. 3** (\$390 per square foot of building area) is located 7755 Tenth Line, on the east side of Tenth Line West, South of Highway No. 401, in the City of Mississauga.. When compared to the Subject Property, the sale property:

- is situated in a superior location for employment uses within the City of Mississauga;
- benefits from Highway No. 401 exposure;
- has excess land for future expansion projects; and,
- is generating rental income from various tenants.

In consideration of the above, downward location and property characteristic adjustments are required. However:

An upward time / market conditions adjustment is required, given that the sale property had a closing date in June 2018, approximately 3 years prior to the effective date, during a time with inferior market conditions.

An overall downward adjustment has been applied to this comparable.

**Comparable Sale No. 4** (\$322 per square foot of building area) is located at 2 Simonston Boulevard, located on south side of Simonston Boulevard, west of Don Mills Road, in the City of Markham. When compared to the Subject Property, the sale property:

- is situated in a superior location for employment uses within the City of Markham (i.e. the location of the Comparable Sale features higher end unit pricing for employment properties than the Subject Property's immediate area); and,
- features a significantly smaller building area (i.e. 26,988 square feet vs. 79,625 square feet).

In consideration of the above, downward location and property characteristic adjustments are required. However:

#### Section 4: Analysis of Data & Conclusions

An upward time / market conditions adjustment is required, given that the sale property had a closing date in August 2016, approximately 4.5 years prior to the effective date, during a time with inferior market conditions.

An overall downward adjustment has been applied to this comparable.

**Comparable Sale No. 5** (\$95 per square foot of building area) is located at 6630 Turner Valley Road, in close proximity to the Subject Property, on the east side of Markham Road, north of Progress Avenue, in the City of Toronto, Ontario. When compared to the Subject Property, the sale property:

- is situated in a superior location for employment uses within the City of Mississauga (i.e. the location of the Comparable Sale features higher end unit pricing for employment properties than the Subject Property's immediate area); and,
- features a smaller building area (i.e. 49,850 square feet vs. 79,625 square feet).

In consideration of the above, downward location and property characteristic adjustments are required. However:

- an upward time / market conditions adjustment is required, given that the sale property had a closing date in January 2016, approximately 5 years prior to the effective date, during a time with inferior market conditions; and,
- an upward property characteristic adjustment is required to account for the superior physical characteristics of the Subject Property's improvements when compared to the those of the Comparable Sale. It is noted that this upward property characteristic outweighs the previously noted downward property characteristic.

An overall upward adjustment has been applied to this comparable.

The following chart provides a summary of our adjustments to the cogent comparable sales.

## Section 4: Analysis of Data &amp; Conclusions

**Cogent Comparable Sales Adjustment Chart**

NO.	UNADJUSTED PRICE PER SF/BLDG	TIME	FINANCING	MOTIVATION	LOCATION/ AREA	PLANNING/ DEVELOPMENT TIMING	PROPERTY CHARACTERISTICS	OVERALL ADJUSTMENT AFTER TIME
3	\$390	↑	↔	↔	↓	↔	↓	↓
4	\$322	↑	↔	↔	↓	↔	↓	↓
1	\$288	↓	↔	↔	↓	↔	↔	↓
2	\$243	↔	↔	↔	↔	↔	↑	↑
5	\$95	↑	↔	↔	↓	↔	↑	↑

After all adjustments to reflect comparability with the Subject Property, the cogent comparable sales provide adjusted value indications in the ~\$270 to ~\$280 per square foot of building area range.

Based on the available market evidence and the characteristics of the Subject Property, including its location, physical characteristics, land use controls, amongst other factors, it is our opinion that the market value is indicated within the middle portion of the more refined range as indicated above, or ~\$275 per square foot of building area.

In consideration of the foregoing, our market value estimate for the Subject Property (without accounting for the costs associated with the construction of a multi-level parking structure) is as follows:

$$79,625 \text{ square feet} \times \$275 \text{ per square foot of building area} = \textbf{\$21,900,000 (Rounded)}$$



## Section 4: Analysis of Data &amp; Conclusions

**FINAL ESTIMATE OF VALUE & EXPOSURE TIME**

As previously noted, the construction of the proposed additions to the Subject Property, inclusive of the 5-level parking structure had not commenced as at the effective date. Given that the Subject Property operates at a parking deficit subsequent to the severance from the parcel to the north, the costs to meet the minimum parking requirements of 455 spaces must be accounted for in the valuation of the Subject Property as at the effective date.

In consideration of the foregoing, and having carefully considered the characteristics of the Subject Property, market evidence and general market conditions, it is my opinion that as at an effective date of **April 16, 2021**, the market value of the Subject Property, subject to the Terms of Reference, Hypothetical Conditions/Limiting Conditions & Extraordinary Assumptions and Ordinary Assumptions and Limiting Conditions was:

<b>Final Estimate of Value</b>	
79,625 Square Feet X \$275 per Square Foot	\$21,900,000
Less:	-
Cost to Construct 455 Parking Spaces	<u>\$14,152,320</u>
Equals:	=
<b>Subject Property Value as at April 16, 2021</b>	<b>\$7,750,000 (Rounded)</b>

**\*Note:** Our valuation is Subject to the Terms of Reference, Hypothetical/Limiting Conditions & Extraordinary Assumptions as outlined in this report. The reader's attention is directed to these sections.

**Exposure Time**

For the purpose of expressing an appropriate exposure time (as defined as part of the definition of market value in **Appendix B**), relative to the value estimate, reference was made to: (1) available statistical information concerning exposure time related to sold properties; and/or (2) information gathered from market participants during the transaction verification process; and/or (3) interviews with knowledgeable realtors and other professionals as were deemed appropriate.

Based upon the investigations conducted, it is my opinion that a reasonable exposure time related to the market value estimate herein, is approximately **3 to 6 months, on average**.

## ASSUMPTIONS & LIMITING CONDITIONS

1. This report is prepared at the request of **Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP** to assist in litigation matters involving the Subject Property. It is not reasonable for any person other than **Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP** to rely on this report without first obtaining written authorization from **Global Kingdom Ministries Church Inc. c/o Miller Thomson LLP** and the author. The report is prepared on the assumption that the report will be used for the intended use and that no other person will rely on it for any other purpose and that all liability to all such persons is denied.
2. While expert in real estate market and valuation matters, the author is not qualified and does not purport to give legal advice. It is assumed that:
  - a. the legal description as derived herein is correct;
  - b. title to the property is good and marketable;
  - c. there are no encroachments, mortgage and other encumbrances, restrictions, leases or covenants that would in any way affect the conclusions of this report, except as expressly noted herein;
  - d. the existing use is a legally conforming use which may be continued by any purchaser from the existing owner;
  - e. rights-of-way, easements or encroachments over other real property and leases or other covenants noted herein are legally enforceable.
3. Since these assumptions have been made, no investigation, legal or otherwise, has been undertaken which would verify these assumptions, except as expressly noted herein.
4. The author is not qualified in surveying and no legal survey concerning the subject property has been provided. Plans, photographs, etc. are presented in this report for the limited purpose of illustration. Building and site dimensions and areas are to be considered as approximations.
5. The author is not qualified to give engineering advice. It is assumed that there are no patent or latent defects in the subject building and site improvements and that the improvements are structurally and functionally sound and in need of no immediate repairs, unless expressly noted within this report. No tests have been done of the heating, plumbing, electrical, air conditioning, sprinklers, refrigeration or any other systems and, for the purpose of this report, they are assumed to be in good working order.

## Section 4: Analysis of Data &amp; Conclusions

**ASSUMPTIONS & LIMITING CONDITIONS (cont'd)**

6. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde foam insulation, or other materials deemed to be hazardous under any applicable environmental legislation which may be present on the property, were not called to the attention of the author nor did the author become aware of such during the inspection. The author has no knowledge of the existence of such materials on or in the property unless otherwise stated, and is not qualified to test for such substances or conditions. If the presence of such substances affects the value of the property or conclusions of the report, the report is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value or alter the conclusions of the report. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
7. The author is not aware of any environmental or subsoil load-bearing capacity tests, and it is assumed that there are no contamination or subsoil conditions affecting the subject property, conditions which the author would be unable to assess, lacking the necessary expertise. If such were suspected, it would be the responsibility of the client to engage a person qualified in such matters.
8. No investigation has been undertaken with the local zoning office, the fire department, the building inspector, the health department or any other government regulatory agency unless such investigations are expressly discussed or referred to in this report. The subject property must comply with such government regulations and, if it does not comply, its non-compliance may affect subject property value and/or the conclusions of this report. To be certain of compliance, further investigations may be necessary.
9. Neither possession of this report nor a copy of it carries with it the right of publication. All copyright is reserved to the author and is considered confidential by the author and the client. It shall not be disclosed, quoted from or referred to, in whole or in part, or published in any manner, without the express written consent of the author. This is subject only to confidential review by the Appraisal Institute of Canada as provided in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).
10. Market data has been obtained, in part, from documents obtained through the Land Registry system, or as reported by other reliable sources. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information.

Section 4: Analysis of Data & Conclusions

**ASSUMPTIONS & LIMITING CONDITIONS (cont'd)**

11. Since market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the conclusions and opinions expressed as of the effective date of this report cannot be relied upon to estimate the market value as of any other date except with further advice of the author.
12. The author has relied on the client to disclose all pertinent information with respect to the subject property and it is assumed that all information provided by the client is accurate and reliable and that there have been no material omissions of disclosure. It is further assumed that the client will undertake the appropriate level of independent due diligence in the intended use of this report.
13. The compensation for services rendered in this report does not include a fee for court preparation or court appearance, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body that will decide the use of the report that best serves the administration of justice.
14. This report is only valid if it bears the original signature of the author. The author is not responsible for any unauthorized alteration of the report.
15. These Assumptions and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context.
16. Canadian currency is used throughout the report, unless otherwise noted.

Section 4: Analysis of Data & Conclusions

**CERTIFICATION OF THE AUTHOR**

I certify to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my impartial and unbiased professional analyses, opinions and conclusions.
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict with respect to the parties involved with this assignment.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of the value estimate, a conclusion favouring the client, or the occurrence of a subsequent event.
6. My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice.
7. I have the knowledge and experience to complete this assignment competently.
8. Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report.
9. As of the date of this report, the undersigned has fulfilled the requirements of The Appraisal Institute of Canada Continuing Professional Development Program.
10. The undersigned is a member in good standing of the Appraisal Institute of Canada.

Section 4: Analysis of Data & Conclusions

**CERTIFICATION OF THE AUTHOR (cont'd)**

**Property Identification**

Address: 1250 Markham Road

City: Toronto

Province: Ontario

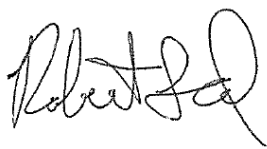
Postal Code: M1H 2V9

**Legal Description:** PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325, (FORMERLY CITY OF SCARBOROUGH). TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473 SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631 TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631 CITY OF TORONTO

Based upon the data, analyses and conclusions contained herein, the market value of the interest in the property described as at April 16, 2021 is estimated at \$7,750,000 (amount in Canadian Dollars).

As set out elsewhere in this report, this report is subject to certain assumptions and limiting condition, the verification of which is outside the scope of this report.

**Appraiser**



Robert Solnick, AACI, P.App  
Director, Research, Valuation & Advisory  
Altus Expert Services, Altus Group Limited

**Membership No: 907330**

**Date of Report / Date Signed: February 9, 2024**

**I personally inspected the Subject Property on March 3, 2023**

**Digital Signature Source: Adobe**

**Note: For this appraisal to be valid, an original or a password protected digital signature is required.**



Section 5: Appendices

**SECTION 5**  
**APPENDICES**

## **APPENDIX A**

### **Qualifications of the Author**

## Appendix A: Qualifications of the Author

# Robert Solnick

## Director, Litigation & Expropriation | 10 Years' Experience

Mr. Solnick provides valuation services in his role as Director with Altus Dispute and Special Services, a specialized practice group within Altus Group handling a wide range of sensitive property issues. Robert's valuation and advisory services are provided to a range of clients, including developers, financial institutions, lawyers, investors and the public sector.

Previously, Robert was an appraiser with Integris Real Estate Counsellors, a long-established real estate valuation and consulting organization. Integris was acquired by Altus Group in 2015.

Robert has completed a variety of appraisal and consulting assignments including development land, institutional properties, mixed-use properties, parking lots, industrial buildings, shopping centres and office buildings. His assignments primarily focus on valuation issues for litigation purposes.



## Project experience

Mr. Solnick has completed a wide range of assignments. Key highlights include:

- **Acquisition/Disposition:** Prepared numerous appraisals, particularly for development land, for acquisition/disposition purposes. Appraisals in this regard have been provided for a number of clients, including:
  - the Toronto Parking Authority
  - the Toronto Catholic District School Board;
  - Various developers/homebuilders throughout the Greater Toronto Area; and,
  - Various governments and institutions throughout the Greater Toronto Area.
- **Financing:** Prepared appraisal reports for developers and private investors for mortgage financing purposes.
- **Rental Dispute:** Acted on behalf of both Landlords and Tenants on various market rent disputes / assignments.
- **Portfolio Valuation:** Experience valuing a range of development land portfolios.
- **Tax Reporting:** Prepared appraisal reports for Canada Revenue Agency (CRA) income tax reporting purposes.
- **Expropriation:** Assisted both claimants and expropriating authorities for a variety of projects, including Highway No. 407 takings, York Region VIVA Rapid Transit takings, in addition to various road widenings in municipalities across the Greater Toronto Area.

## Professional qualifications and memberships

- Accredited Member of the Appraisal Institute of Canada (AACI)
- Member of the Ontario Expropriation Association

## Education

- Accredited Appraiser Canadian Institute (AACI, P.App) - Appraisal Institute of Canada - 2017
- Argus Enterprise Certified Argus Software – 2016
- Bachelor of Arts Western University - 2008

**Appendix B: Definitions**

## **APPENDIX B**

### **Definitions**

## Appendix B: Definitions

### DEFINITION OF MARKET VALUE & EXPOSURE TIME

Market Value is defined as follows:

*The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.\**

\*Source: The Appraisal of Real Estate, Third Canadian Edition", Canadian Property Valuation. Winnipeg: 2010. Vol. 54, p. 2.2

Implicit in the definition of Market Value are the consummation of a sale as of the specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto;
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Exposure Time, as referenced in the above noted definition of Market Value, is defined in the Canadian Standards of Professional Appraisal Practice (CUSPAP) as follows:

*The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. It is always presumed to have preceded the effective date of the appraisal.\**

## Appendix B: Definitions

### **EFFECTIVE DATE TYPES DEFINITIONS (CURRENT, RETROSPECTIVE & PROSPECTIVE)**

There are three types of effective dates defined in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP), Current, Retrospective and Prospective. Each is briefly described below.

#### **Current**

A Current effective date is contemporaneous with the date of the report, at the time of inspection or at some other date within a reasonably short period from the date of inspection when market conditions have not or are not expected to have changed.

#### **Retrospective**

A Retrospective effective date is precedes the inspection date or the date the report was prepared, where market conditions may be materially different between these dates. A Retrospective value opinion is based on the market conditions, perceptions and perspectives that existed as of the Retrospective effective date, not taking hindsight into account.

#### **Prospective**

A Prospective effective date is forward looking and subsequent to the inspection date or the date the report was prepared. Value opinions are intended to reflect the perceptions of market participants as of the preparation date of the report, but projecting market conditions forward to a future effective date as may be reasonably expected.



## Appendix B: Definitions

### **DEFINITIONS OF ORDINARY/EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, EXTRAORDINARY LIMITING CONDITIONS & JURISDICTIONAL EXCEPTIONS**

The Canadian Standards of Professional Appraisal Practice (CUSPAP) contains the following definitions of various assumptions and departures from Standards which may be permitted in certain circumstances.

#### **Ordinary Assumption**

Refers to an assumption typically made in the course of most or all appraisal or consultation assignments.

#### **Extraordinary Assumption**

Refers to a hypothesis, either supposed or unconfirmed, which, if not true, could alter the conclusions of a report. Extraordinary Assumptions presume as fact otherwise uncertain information about the Subject Property.

#### **Ordinary Limiting Condition**

Refers to a limiting condition which most or all appraisal or consultation assignments are subject to.

#### **Extraordinary Limiting Condition**

Refers to a necessary modification or exclusion of a Standard Rule as outlined within CUSPAP.

#### **Hypothetical Condition**

Refers to a condition which is contrary to what exists, but is supposed for the purpose of analysis.

#### **Jurisdictional Exception**

Permits the disregarding of a part or parts of CUSPAP Standards that are determined to be contrary to law or public policy in a given jurisdiction.

## Appendix B: Definitions

### REPORT FORMAT TYPES

The two principal report formats are described as follows:

**Narrative** - This is a comprehensive and detailed report format that typically includes all significant data, reasoning and analyses leading to the final value conclusions.

**Short Narrative** - This is a concise and briefly descriptive report format. A Short Narrative Report includes only pertinent data and is presented in an abbreviated format.

## Appendix B: Definitions

**DEFINITION & DESCRIPTION OF THE HIGHEST BEST USE CONCEPT**

The principle of Highest and Best Use is defined by the Appraisal Institute of Canada as:

*that use which, at the time of appraisal, is most likely to produce the greatest net return, in money or amenities, over a given period of time.*

Highest and best use is fundamental to the valuation of real estate and considers various development control, site and market characteristics, which can generally be summarized into four criteria, most often considered sequentially. Highest and best use must be **legally permissible, physically possible, financially feasible** and **maximally productive**.

**Legally Permissible.** In contemplating highest and best use of a property, it is necessary for the appraiser to ascertain what choices of uses are legally permissible. Where modifications to Zoning By-Law and Official Plan designations are likely, these uses should also be considered. Determining the legal or probable land uses involves an investigation of both public and private land use restrictions. Further, consideration should be given to public planning initiatives (which may not be binding), and the political climate in which planning decisions are made. These considerations assist in determining whether modifications to zoning and official plan designations are likely, as well as the potential influence of public interest groups.

**Physically Possible.** It is important that consideration be given to whether physical limitations of the site will allow for the proposed highest and best use development. The size, shape, area, topography and subsoil conditions of the site may affect the uses that can be developed. Limitations as to the type and scale of the development, or its timing, may also be imposed by the capacity or availability of municipal services within the area. Furthermore, the utility of a parcel may depend on its frontage, depth, size and accessibility.

**Financially Feasible.** In determining the highest and best use of a property, it is necessary to establish which uses will be financially feasible on the site. To be financially feasible there must be a demand or market for the product, the development must be affordable within the area, and the prospective use must provide a market competitive return (after the various elements of production, including capital, labour, co-ordination, have been satisfied). All uses that are expected to produce a positive return are regarded as financially feasible.

**Maximally Productive.** Of the financially feasible uses, the use that maximizes the value of the property is the highest and best use.

The essence of these requirements is that a development must be practical in all aspects: legally, physically and economically.

## Appendix B: Definitions

### DESCRIPTION OF APPROACHES IN THE VALUATION PROCESS

The three approaches traditionally employed in the valuation of an interest in real estate are:

- **Cost Approach**
- **Income Approach**
- **Direct Comparison Approach**

All of these approaches are predicated on a number of valuation principles. The Principle of Substitution is a common element to all valuation procedures. The Principle of Substitution states that when several similar or commensurate commodities, goods or services are available, the one with the lowest price attracts the greatest demand and widest distribution. This principle assumes rational, prudent market behaviour with no undue cost or delay. According to the principle, a buyer would not pay more for one property than for another that was equally desirable.

Three alternative means of acquiring a substitute property are available to the purchaser:

- Producing a substitute with the same utility. This is the basis of the **Cost Approach** to value.
- Buying a property that will produce an income stream of similar size and risk as that involved in the property being considered for purchase. This is the basis the **Income Approach** to value.
- Buying an existing property that is a substitute for the one originally being contemplated for purchase. This is the basis for the **Direct Comparison Approach** to value.

In general terms, the **Cost Approach** is a method whereby reproduction cost of the improvements is estimated, appropriate accrued depreciation deducted, and the estimated land value added. The Cost Approach is most appropriately applied when recent evidence of land value and building costs are available, when market forces are in equilibrium, and when a building is relatively new, suffering little depreciation. The approach may be appropriate in the valuation of institutional or special purpose properties, such as hospitals, schools or sport complexes, when little or no evidence of market rents or sales is available.

The **Income Approach** is a method that converts current and anticipated income, to be derived from a property, into an estimate of value through the application of a market derived capitalization rate. This approach is especially relevant in the valuation of investment properties that are typically bought and sold on the basis of the future anticipated income.

## Appendix B: Definitions

The **Direct Comparison Approach** is a method by which a property is valued having reference to recent sales and listings of similar properties. Sales and listings are typically analyzed on the basis of units of comparison, such as rate per acre, rate per square foot, rate per suite etc. In that no two properties are identical, it is typically necessary to adjust the comparable data to reflect differences between the comparable and Subject Property. Adjustments may be required to reflect differences in market conditions resulting from time of sale, land and building sizes, property condition, location, land use controls, etc. The approach is most reliable when comparable properties are similar to the Subject Property in most respects. As the number and quantum of adjustments increases, the reliability of the approach decreases.

In addition to the Direct Comparison Approach, appraisal theory recognizes five techniques that may be appropriate in the valuation of vacant land. As defined in *The Appraisal of Real Estate, Canadian Edition, Second Printing, 1995*, these are as follows:

- |                                    |   |
|------------------------------------|---|
| <b>Allocation:</b>                 | Sales of improved properties are analyzed and the prices paid are allocated between the land and the improvements. Allocation can be used in two ways: to establish a typical ratio of land value to total value, which may be applicable to the property being appraised, or to isolate the value contribution of either the land or the building from the sale for use in direct comparison analysis.   |
| <b>Extraction:</b>                 | Land value is estimated by subtracting the value of the improvements from the known sale price of a property. This procedure is often used when the value of the improvements is relatively low or easily estimated"  |
| <b>Subdivision Development:</b>    | The total value of undeveloped land is estimated as if the land were subdivided, developed, and sold. Development costs, marketing costs, developer's profit and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the estimated period for market absorption of the developed sites.   |
| <b>Land Residual Technique:</b>    | The land is assumed to be improved to its highest and best use. All expenses and the return attributable to the other agents of production are deducted, and the net income imputed to the land is capitalized to derive an estimate of land value. An alternative land residual technique is applied by valuing the land and improvements and deducting the cost of the improvements and entrepreneurial profit. The remainder is the residual land value. |
| <b>Ground Rent Capitalization:</b> | This procedure is used when land rents and capitalization rates are readily available such as in well-developed areas. Net ground rent, the net amount paid for the right to use and occupy the land, is estimated and divided by a capitalization rate. This procedure may be seen as an extension of direct comparison but, where applicable, it provides a specific unit of comparison.  |

## Appendix B: Definitions

The foregoing techniques are secondary and are usually applied only when comparable data to support an estimate by the Direct Comparison Approach is unavailable or limited.



## **APPENDIX C**

### **Municipal Overview**

## Appendix C: Municipal Overview

**CITY OF TORONTO OVERVIEW**

The City of Toronto was created in January 1998 through the amalgamation of the six municipalities comprising the former Municipality of Metropolitan Toronto. The former municipalities include the former (old) City of Toronto, the Borough of East York, the City of York, the City of Etobicoke, the City of North York and the City of Scarborough. The following figure illustrates the location of the Subject Property, which is within the downtown area of Toronto.



**Source: City of Toronto.**

The City of Toronto had a 2021 population of 2,794,356 an increase of 2.3% over the 2016 figure of 2,731,571. Please refer to the following chart for the change in population from 2011 to 2021.

**Amalgamated Toronto Population: 211-2021**

Year	Population	% Change
2011	2,615,060	N/A
2016	2,731,571	4.6
2021	2,794,356	2.3

**Source: Statistics Canada.**

## Appendix C: Municipal Overview

### **Income and Labour Force**

Median household income for all census families in the City of Toronto (2021) is \$84,000, which is lower than the Province of Ontario median of \$91,000. According to Statistics Canada, Toronto has a labour force of over 1,4,0000 persons, employed in a variety of industries.

### **Transportation**

Toronto has access to the major transportation arteries of the GTA such as the Gardiner Expressway, the Don Valley Parkway, and access to other major highways in the GTA such as Highway Nos. 401, 404, and 407.

Regularly scheduled TTC bus service is available throughout the City of Toronto. The Yonge/University/Spadina subway line, the Bloor/Danforth subway line and the Sheppard subway line provide subway service throughout the city. GO Transit provides commuter bus and rail services throughout Toronto, with the main rail terminal being located at Bay Street and Front Street in downtown Toronto (Union Station). Via Rail provides passenger trains from Union Station to destinations across Canada and the north-central and northeastern United States.

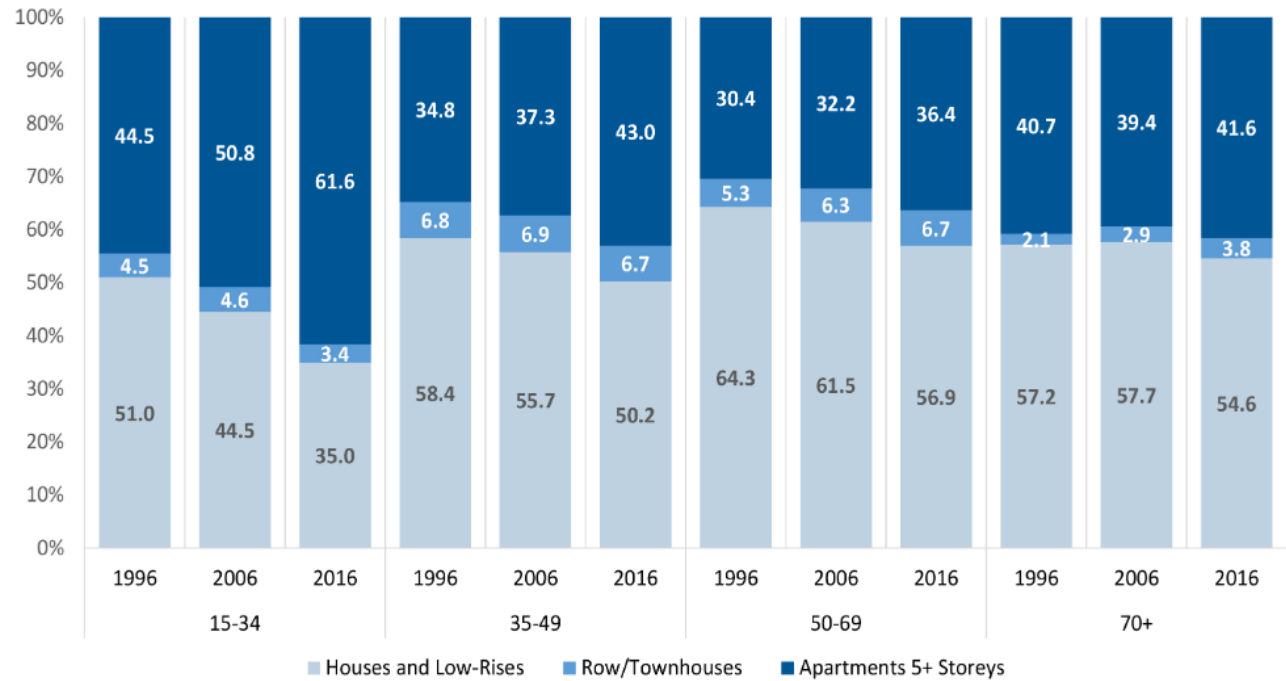
The City of Toronto is also served by a number of inter-regional passenger rail lines and bus routes. The Canadian National and Canadian Pacific Railway lines serve many of the city's port and industrial areas. In addition to road and rail access, Toronto is situated to the east of the Toronto Pearson Airport, which is located in the neighboring western municipality of Mississauga.

### **Housing Stock**

According to Statistics Canada, the occupancy rates by house type and age bracket for the City of Toronto are provided following:

Appendix C: Municipal Overview

Occupancy Rates by Household Type by Dwelling Type, 1996 to 2016



## **APPENDIX D**

### **Subject Property Minor Variance**

Appendix D: Subject Property Minor Variance



City Planning Division  
Gary Wright, Chief Planner and Executive Director

Committee of Adjustment  
150 Borough Drive  
Scarborough ON M1P 4N7  
Tel (416) 396-5280  
Fax (416) 396-7341

Wednesday, May 12, 2010

**NOTICE OF DECISION  
MINOR VARIANCE/PERMISSION  
(Section 45 of the Planning Act)**

File Number:	A079/10SC	Zoning	M - Industrial
Owner(s):	TRUSTEE OF THE SCARBORO	Ward:	Scarborough Centre (38)
	GOSPEL TEMPLE		
	GLOBAL KINGDOM		
	MINISTRIES INC		
Agent:	GLOBAL KINGDOM		
	MINISTRIES INC		
Property Address:	<b>1250 MARKHAM RD</b>	Community:	
Legal Description:	RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3		

Notice was given and a Public Hearing was held on Wednesday, May 12, 2010, as required by the Planning Act.

**PURPOSE OF THE APPLICATION:**

To construct a two-storey addition to be used as a recreation facility.

**REQUESTED VARIANCE(S) TO THE ZONING BY-LAW:**

To permit a total of 455 parking spaces, whereas the Zoning By-law requires a minimum of 509 parking spaces.

**IT WAS THE DECISION OF THE COMMITTEE OF ADJUSTMENT THAT:**

**The Minor Variance Application is Approved**

It is the decision of the Committee of Adjustment to authorize this variance application for the following reasons:

- The general intent and purpose of the Official Plan is maintained.
- The general intent and purpose of the Zoning By-law is maintained.
- The variance(s) is considered desirable for the appropriate development of the land.
- In the opinion of the Committee, the variance(s) is minor.



## Appendix D: Subject Property Minor Variance

**SIGNATURE PAGE**

File Number:	A079/10SC	Zoning	M - Industrial
Owner:	TRUSTEE OF THE SCARBORO	Ward:	Scarborough Centre (38)
	GOSPEL TEMPLE		
	GLOBAL KINGDOM		
Agent:	MINISTRIES INC		
	GLOBAL KINGDOM		
	MINISTRIES INC		
Property Address:	<b>1250 MARKHAM RD</b>	Community:	
Legal Description:	RCP 10620 PT LOT 32 RP 66R22461 PARTS 1 TO 3		

\_\_\_\_\_  
Asif Khan (signed)\_\_\_\_\_  
Prabhakar Mahant (signed)\_\_\_\_\_  
Rick Froner (signed)\_\_\_\_\_  
Rolf Rogde (signed)\_\_\_\_\_  
S Gopikrishna (signed)

DATE DECISION MAILED ON: Monday, May 17, 2010

LAST DATE OF APPEAL TO THE ONTARIO MUNICIPAL BOARD: Tuesday, June 1, 2010

CERTIFIED TRUE COPY

Marilyn Stuart  
Manager & Deputy Secretary Treasurer  
Scarborough Panel

To appeal this decision to the Ontario Municipal Board, send a completed OMB Appellant Form (A1) to the Manager & Deputy Secretary-Treasurer, Committee of Adjustment. You must pay a filing fee of \$125.00, by certified cheque or money order, in Canadian funds, payable to the Minister of Finance. An additional reduced fee of \$25.00 is required for each connected appeal filed by the same appellant. To obtain a copy of Appellant Form (A1) and other information about the appeal process please visit the Ontario Municipal Board web site at [www.omb.gov.on.ca](http://www.omb.gov.on.ca).

## **APPENDIX E**

### **Parking Structure Budget**

## Appendix E: Parking Structure Budget

## Subject Property Parking Structure Budget



## Trinity Ravine Parking Structure

**CLASS "C" - BUDGET BREAKDOWN**  
 21-May-19

Division	Description	Amount		4-May-18	Delta
1	General Conditions	883,975		817,900	66,075
2	Site Grading, Excavation & Backfill	480,000		480,000	-
	Excavation Shoring	0		-	-
	Asphalt & Concrete Paving	336,000		309,000	27,000
	Site Servicing	337,000		182,000	155,000
	Landscaping (Sod, Topsoil, Bike Racks)	32,000		13,000	19,000
3	Concrete	711,000		697,000	14,000
	Precast Concrete Parking Structure	11,259,100		9,408,825	1,850,275
4	Masonry	21,000		97,000	(76,000)
5	Metals	998,000		897,000	101,000
6	Carpentry	26,000		26,000	-
7	Waterproofing	4,000		4,000	-
	Thermal & Moisture	95,000		81,000	14,000
8	Doors & Windows	759,000		560,000	199,000
9	Finishes	3,000		3,000	-
10	Manufactured Specialties	16,000		16,000	-
11	Equipment	0		-	-
12	Furnishings	0		-	-
13	Special Construction	0		-	-
14	Elevating Devices	340,000		289,000	51,000
15	Fire Protection (Sprinklers / Standpipe)	336,000		259,000	77,000
	Mechanical	382,000		361,000	21,000
16	Electrical	644,000		610,000	34,000
	Allowances	0		-	-
	Development Charges	0	Excluded	-	-
	Testing & Inspections	75,000		75,000	-
	Landscaping (Plantings)	35,000		25,000	10,000
	Tenant Fit-Up & Finishing	0	Not Required	-	-
	Wayfinding Signage	25,000		25,000	-
	Municipal Connection Fees	0	Not Required	-	-
	Hydro Connection Fees	40,000		40,000	-
	Winter Construction	100,000		100,000	-
				-	-
	Subtotal	17,938,075		15,375,725	2,562,350
	Construction Management Fee	896,925		424,275	472,650
				-	-
	Subtotal	18,835,000		15,800,000	3,035,000
	13% HST	0	Excluded	-	-
				-	-
	<b>CLASS "C" - BUDGET</b>	<b>18,835,000</b>		<b>15,800,000</b>	<b>3,035,000</b>

## Notes

- 1 Parking structure is assumed to be "open air" regarding OBC
- 2 Elevated structure is assumed to have a total of 752 new spaces, including 106 spaces on grade level plus an additional 23 re-constructed spaces noted below
- 3 Cost of reconstruction of existing parking (East side), 23 spots in total and partial driveway, is included
- 4 Assumes sufficient electrical capacity in GKM church electrical service for new parking structure
- 5 Based on 2019 (current) construction costs with no escalation included.
- 6 Building Permit Fees, Dev. Charges and similar fees are excluded
- 7 Design costs are excluded
- 8 Partial list of premiums, included in the budget, due to exterior due to City
  - a. Cornice molding - \$ 50,000
  - b. Architectural precast around columns - \$167,000
  - c. Kalwall panel system - \$189,000
  - d. Steel "eyebrow" canopy - \$
- 9 Cost saving ideas include the following:
  - a. reduce amount of railings and replace with higher precast - (+/- \$300,000 savings)
  - b. replace Kalwall glazing with frosted glass (+/- \$10,000 savings)
  - c. change exterior elevations on some or all sides
- 10 Construction financing costs are excluded
- 11 Electrical vehicle chargers are not included.
- 12 Structure is not sprinklered, stand pipe only.

This is Exhibit "C" referred to in the Affidavit of Robert Solnick sworn by Robert Solnick at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**



**REVIEW OF APPRAISAL REPORT BY:  
KROLL REAL ESTATE ADVISORY GROUP**

1250 Markham Road  
Toronto, Ontario

**Review Date:** February 9, 2024

**Effective Date:** April 16, 2021

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February 9, 2024

Global Kingdom Ministries Church Inc.  
c/o Mr. Adam Stephens  
Partner, Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, Ontario  
M5H 3S1  
P: (416) 597-6047  
E: [astephens@millerthomson.com](mailto:astephens@millerthomson.com)

Dear Mr. Stephens

**Re: Review of Kroll Appraisal Report  
1250 Markham Road, Toronto, Ontario**

The accompanying report of **34 Pages** and **2 Appendices** contains the results of my investigations.

In submitting this report, I certify as follows:

1. I inspected the Subject Property on March 3, 2023
2. I have considered all factors believed to affect the value of the Subject Property.
3. I have no interest in the property, past, present or contemplated, and I have no personal interest or bias with respect to the parties involved.
4. I am not in a conflict of interest to undertake this assignment.
5. I have the knowledge and experience necessary to complete the assignment competently.
6. To the best of my knowledge, skills, and the information reported herein is true and factual and has been verified where possible.
7. The reported analyses, opinions and conclusions are limited only by the Assumptions and Limiting Conditions set out in this report, and are my personal, unbiased professional analyses, opinions and conclusions.
8. Neither my employment to perform this report, nor the compensation, is contingent upon the

reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

9. No significant professional assistance was provided during the performance of this report.
10. This report has been made in conformity with the Canadian Uniform Standards of Professional Appraisal Practice of the Appraisal Institute of Canada ('The Standards').
11. The Appraisal Institute of Canada has a Continuing Professional Development Program for designated members. As of the date of this report, I have fulfilled the requirements of the program.
12. The undersigned is a member in good standing with the Appraisal Institute of Canada.

The results of my analysis are contained and described in the various sections of the report herein.

Yours very truly,



Robert Solnick, B.A., AACI, P.App.  
Director – Research, Valuation & Advisory – Altus Group Limited  
AIC Member #907330

Date of Report / Date Signed: February 9, 2024

Personally Inspected the subject property on March 3, 2023

Digital Signature Source: Adobe

NOTE: For this appraisal to be valid, an original or a protected digital signature is required.

As set out elsewhere in this report, this report is Subject to certain assumptions and limiting conditions, the verification of which is outside of the scope of this report. Note: For this Review Report to be valid, an original or a password protected digital signature is required.

## INTRODUCTION / EXECUTIVE SUMMARY

In accordance with your request, we have completed a review of the Comprehensive Narrative Appraisal Report completed by Kroll Real Estate Advisory Group (“Kroll Appraisal Report”), for the Subject Property located at 1250 Markham Road, Toronto Ontario, with a report date of August, 17, 2023 and an effective date of April 16, 2021.

The stated purpose of the Kroll Appraisal Report is to:

“...to estimate the As-Is Market Value (Fee Simple Interest) in the Subject Property.”

The following chart is a summary of the value opinions stated in the Kroll Report.

### Kroll Report Conclusions:

Reconciliation of values (CAD\$)	
Valuation Scenario	Direct Comparison Approach
Interest	Fee simple
Date	April 16, 2021
FSI Conclusion	
Land Area (SF)	4.259 acres (185,522 sf)
FSI Concluded	5.00x
Buildable Area	21.295 acres (927,610 sf)
Value Conclusion (CAD\$)	
Low End Value Conclusion	\$22,000,000
Mid-Point Value Conclusion	\$23,200,000
High End Value Conclusion	\$24,400,000
CAD \$/BSF	\$25

### Altus Conclusions:

Overall, we disagree with Kroll's as-is market value estimate for the Subject Property. More specifically:

1. We disagree with Kroll's highest and best use conclusion for the Subject Property as a residential/ mixed use redevelopment site, in particular, we do not believe that this use would pass the legally permissible highest and best use test. According to the March 9, 2023 Altus Appraisal Report, the highest and best use of the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law. This notion is strengthened by the January 30, 2024 GSI Planning Report, which was prepared for the Subject Property and concludes that:

- *It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.*
- *Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.*
- *The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.*

2. As previously discussed, we disagree with Kroll's highest and best use conclusion for the Subject Property as a residential/ mixed use redevelopment site. However, for the purpose of this review report, we have analyzed their valuation analysis under the hypothetical assumption that their highest and best conclusion is correct. When valuing the Subject Property as a residential/ mixed use redevelopment site using the Direct Comparison Approach, Kroll:

- Has relied on several comparable sales that are not cogent for valuation purposes;
- Has not accounted for significant differences between the comparable sales and the Subject Property (in particular, the as of right land use control differences between the comparable sales, which were all designated for residential uses as at their respective sale dates and the Subject Property, which is only designated for employment uses), and,
- Has not analyzed the recent sale of the property located immediately to the north of the Subject Property (1256 Markham Road).

Given the foregoing, we believe that Kroll has overestimated the market value of the Subject Property. The Altus revised square foot buildable rate for the Subject Property (adopting Kroll's highest and best use conclusion) is lower than that indicated in the Kroll Report (\$25) and, in our opinion, is situated within the ~\$16 to ~\$18 per square foot buildable range. Our conclusion is based on the available market evidence and the characteristics of the Subject Property, including its location, physical characteristics, land use controls and future development potential. The resulting difference in value between the Kroll Report and our revised value opinion is illustrated following:

	Buildable Area (as per Kroll)	\$/SF Buildable	Subject Property Value
Kroll	927,610	\$25	\$23,200,000
Altus	927,610	\$17	\$15,800,000
		<b>Difference</b>	<b>\$7,400,000</b>

While for the purposes of the foregoing analysis we have adopted the Kroll / Bousfields estimated buildable floor area for the Subject Property, we note that GSI, in their January 30, 2024 Planning Report, have concluded that there is no prevailing development pattern with respect to height and density in the immediate area that would suggest an FSI of 5.0 and/ or a height of 33-storeys (which equates to a buildable area of 927,610 square feet) is appropriate and or supportable for the subject property.

A smaller achievable gross floor area for the Subject Property would equate to a lower market value estimate.

## **TERMS OF REFERENCE**

### **Purpose of Report**

The purpose of our Review Report is to provide commentary with respect to the reasonableness of the Kroll Appraisal Report in relation to “estimating the As-Is Market Value (Fee Simple Interest) in the Subject Property.”

***This Review Report must be read in conjunction with the Kroll Appraisal Report, with a report date of August 17, 2023 and an effective date of April 16, 2021 in order to fully comprehend the Subject Property lands, as well as the analysis and commentary provided by Altus herein.***

For the purposes of our Review Report, we have assumed that factual information as stated by Kroll Associates Inc. is correct, unless otherwise noted herein.

### **Intended Use of Report**

The intended use of this Review Report is to assist the Court in proceedings pertaining to 1250 Markham Road, Toronto, Ontario.

This report is not intended for any other purpose and may only be relied upon by the Intended Users (defined below) for the stated purpose and use. All other parties are considered to be unintended users. The reader’s attention is also directed to the Assumptions and Limiting Conditions section of this report.

### **Intended Users**

Our work product is only intended for the purpose and intended use as stated herein. This document in its entirety or portions thereof may not be copied or distributed in any electronic transmission or printed form; all copyright is reserved to Altus Group Limited. This document has been prepared on the assumption that no other person other than the Intended Users will rely on it for any other purpose and that all liability to all such persons is denied.

The Intended Users of this document are the Court and legal counsel involved in the proceedings.

### **Effective Date of Report**

The effective date of our Review Report is April 16, 2021, the same effective date that has been used in the Kroll Appraisal Report. The effective date is the date at which the analysis and opinions in this report apply.



## **Report Date**

The Report Date is February 9, 2024

## **Scope of Work Completed**

In completing our research we:

- conducted an inspection of the Subject Property and surrounding neighbourhood;
- read and reviewed the Kroll Appraisal Report, with a report date August 13, 2023 and an effective date of April 16, 2021, and provided commentary and analysis (as is stated herein);
- read and reviewed the January 30, 2024 GSI Planning Report prepared for the Subject Property;
- read and reviewed the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales;
- read and reviewed the Deloitte Restructuring Inc. Trustee's Report to the Creditors on Transfer at Undervalue, dated January 16, 2024 filed in Court (File No. CV-23- 00697814-00CL).
- verified the factual information provided in the Kroll Appraisal Report; and,
- provided independent research regarding Kroll's valuation analysis for the Subject Property.

## **KROLL APPRAISAL REPORT SUMMARY**

The purpose of this Review Report is to provide commentary and analysis with respect to the Kroll Appraisal Report, summarized as follows:

Prepared By: Kroll Real Estate Advisory Group.

Authors: Prakesh Venkat, AACI & Conrad Kim, AIC Candidate Member.

Subject Property: 1250 Markham Road, Toronto, Ontario.

Property Rights

Appraised: Fee Simple.

Report Date: August 17, 2023

Effective Date: April 16, 2021

Valuation Approach: Direct Comparison Approach.

## REVIEW OF KROLL APPRAISAL REPORT

### 1. Highest and Best Use

The main disagreement between Kroll Report and the March 9, 2023 Altus Appraisal Report (that was prepared for the same purpose as the Kroll Report) is the highest and best use conclusion for the Subject Property.

The Altus Report concludes that the highest and best use of the Subject Property was its continued use as a place of worship with the addition of a parking structure to accommodate the minimum parking requirements in the “as of-right” zoning by-law.

The Kroll Report concluded that the highest and best for the Subject Property was for residential/mixed use redevelopment predicated on its redevelopment potential to support high density residential uses. The Kroll Report relies upon a planning opinion letter prepared by Bousfields Inc. Overall, we disagree with Kroll’s Highest and Best Use Conclusion.

The Altus conclusion was reached after analyzing the four highest and best use tests, which are: legal permissibility, physical possibility, financial feasibility, and maximum profitability. While it is acknowledged that a high-density residential redevelopment would result in a more profitable use for the Subject Property, this use was not legally permissible as at the effective date, as the Subject Property was only designated for employment uses and would need to be “converted” (redesignated in the Official Plan) from its current designation as General Employment Areas to Mixed Use Areas or another designation that permits residential uses. As at the effective date, there was a significant risk that any conversion attempt would not be successful.

Subsequent to the submission of the Altus Appraisal report, I was provided with a Planning Report that was prepared for the Subject Property by GSI Real Estate & Planning Advisors on January 30, 2024, which strengthened my highest and best use conclusion (in particular, from a legally permissible perspective). According to the GSI planning report:

- *At the effective date (and to this day), the subject property was identified in the City of Toronto Official Plan as Employment Areas (Chapter Two: Urban Structure) and designated General Employment Areas (Chapter Four: Land Use Designations). The existing “as-of-right” Zoning By-law 865-2019(LPAT) for the subject property allows for a place of worship and an above grade parking structure to a maximum Gross Floor Area (GFA) of 9,705 m<sup>2</sup> (104,464 ft.<sup>2</sup>)*
- *The City of Toronto Official Plan determines whether a residential use is permitted. The Official Plan must conform with the Places to Grow: Growth Plan for the Greater Golden Horseshoe (2019), Amendment 1 2020 (the Growth Plan 2020). Policy 2.2.5 (Employment) of the Growth Plan 2020 contains policies to protect Employment Areas. Policy 2.2.5.7 of the Growth Plan 2020 directs municipalities to prohibit residential uses in Employment Areas.*

- *For the subject lands to be redeveloped for multi-unit high-density residential uses, the property would need to be “converted” (redesignated in the Official Plan) from their current designation as General Employment Areas to Mixed Use Areas or another designation that permits residential uses.*
- *The Growth Plan 2020 (Policy 2.2.5.9) further prohibits conversion of lands within Employment Areas to non-employment uses (like residential) except through a municipal comprehensive review (a specific event as defined in the Growth Plan 2020). While a municipal comprehensive review had been initiated by the City of Toronto at the effective date, the deadline to file a conversion application was August 03, 2021. Late submissions would not have been accepted.*
- *Neither the City or the OLT are allowed to approve such a conversion because section 14 of The Places to Grow Act, 2005, S.O. 2005, c.13 requires their decisions to confirm to Policy 2.2.5.9.*
- *The process of converting lands from Employment Area land to Mixed Use Area land requires an extensive and robust submission to the City of Toronto. The submission must also include a number of “required elements” as well as detailed reports and studies, such as air quality impact reports, noise impact studies, transportation impact studies, etc. Preparing a technical submission such as this typically takes between 6 to 8 months.*
- *It is unlikely that a submission could be prepared between the effective date and the August 03, 2021 deadline.*
- *The City’s next municipal comprehensive review at which an Employment Area conversion request could be brought would be 5-years from whenever the City’s official plan amendment (OPA) came into effect (s. 26(1.1)(b) of the Planning Act) and approved by the Minister of Municipal Affairs and Housing (MMAH). That is, if the August 03, 2021 deadline was not met or the conversion request was rejected or denied, the next opportunity to submit a conversion request to the City of Toronto was probably 2029 at the earliest. As it happens, the MCR OPA’s have not yet come into effect and therefore, the next 5-year period has not yet begun.*
- *Even a timely submission to convert the subject property for residential purposes would be very unlikely to succeed.*
- *City Council previously rejected a request to convert the subject property to a Mixed Use Areas designation and nothing had changed at the effective date (and to this day) to suggest that the City would reverse itself on this same issue.*

Given the foregoing:

- *It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.*
- *Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.*
- *The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.*

## 2. Kroll Valuation Analysis

As previously discussed, we disagree with Kroll's highest and best use conclusion for the Subject Property as a residential/ mixed use redevelopment site. However, for the purpose of this specific analysis, we have analyzed their valuation analysis under this premise. We agree that a Direct Comparison Approach is appropriate to use for the purposes of valuation under their highest and best use conclusion, however, we believe that:

- some of Kroll's comparable sales are not cogent for valuation purposes,
- Kroll has not accounted for significant differences between the comparable sales and the Subject Property, and,
- Kroll has not analyzed the recent sale of the property located immediately to the north of the Subject Property (1256 Markham Road).

The Kroll Appraisal Report utilizes seven (7) comparable sales, with sale dates ranging from May 2019 to February 2021. We have conducted independent research regarding the Kroll comparable sales and have provided our commentary herein.

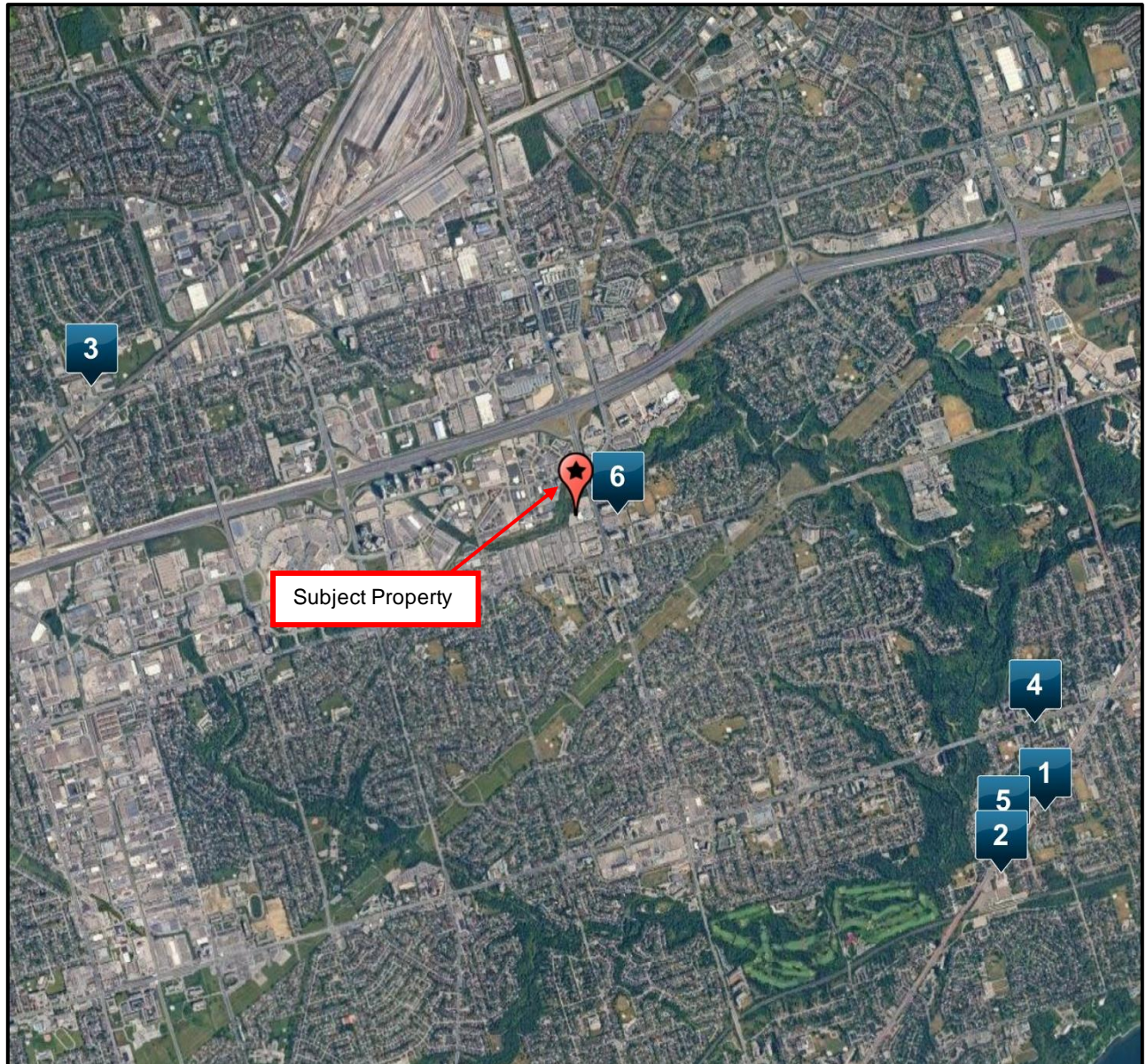
The chart and map provided on the following two pages provide a summary of the comparable sales relied on by Kroll in their valuation analysis of the Subject Property.

**Kroll Comparable Sales Chart**

No.	Location	Sale Date	Price	Density	Buildable SF	\$/ SF Buildable
1	144 Galloway Road	Mar-2021	\$3,000,000	5.10	117,744	\$25
2	4121 Kingston Road	Jun-2020	\$34,000,000	7.73	1,346,875	\$25
3	1-19 Glen Watford Drive	Mar-2020	\$8,688,000	7.59	289,619	\$30
4	4097 Lawrence Avenue East	Mar-2020	\$6,820,000	3.93	363,800	\$19
5	4158-4180 Kingston Road	Dec-2019	\$4,250,000	4.02	173,358	\$25
6	1221 Markham Road	Oct-2019	\$20,250,000	3.90	798,268	\$25



### Kroll Comparable Sales Map



The seven sales used by Kroll in their valuation analysis have unadjusted per square foot buildable pricing from a low of \$19 (Comparable Sale No. 4) to a high of \$30 (Comparable Sale No. 3).

The following discussion provides commentary regarding each comparable sale used in the Kroll valuation analysis.

Comparable Sale No. 1: 144 Galloway Road (\$25 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*144 Galloway Road (Transaction No. 1) is a smaller site (0.53-acres) than the subject property (4.259-acres). Kingston Road has an existing and planned Right-of-Way Width (ROW) of 36-meters on Map 3 (Right-of-Way Widths) in the Toronto OP which makes it a Major Road and is identified as a Surface Transit Priority Network on Map 5. Unlike Markham Road, Kingston Road is also identified as a Higher Order Transit Corridor on Map 4 of the Toronto Official Plan. Transaction No. 1 is located within the proposed Guildwood MTSA (Major Transit Station Area) and within an 800-meter radius of the Guildwood Go Station. An MTSA is identified in the Growth Plan as an area where high density intensification is to occur for mixed use residential development.*

*144 Galloway Road is located on an Avenue and designated Mixed Use Areas in the Toronto Official Plan and zoned Commercial Residential (CR). The existing Commercial Residential (CR) Zone permits residential uses; however, a ZBA was required for increased height and density, and site-specific performance standards. The developer had submitted a site plan application for redevelopment of the property to permit a 10-storey mid-rise rental building which was under review at the transaction date.*

*Transaction No. 1 is a smaller site; however, it is located in a MTSA, on an Avenue, and it has “as of right” official plan and zoning permissions that permit mixed-use residential uses. Site-specific development approvals were considered imminent by the City when deliberating over funding in support of affordable housing (2021) with construction anticipated to be completed by 2024.*

*The PPS 2020 and the Growth Plan 2020 direct the highest levels of intensification to transit-oriented locations such as an MTSA. In our opinion, a multi-unit residential redevelopment would have been considered appropriate and achievable at the transaction date.*

It is our opinion that Comparable Sale No. 1 is not a cogent comparable for the following reasons:

- as at the sale date, the property was situated within a “mixed-use area” under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In



contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

- the proposed redevelopment of the sale property features a substantially smaller gross floor area than Kroll's estimated gross floor area for the redevelopment of the Subject Property (i.e. 117,744 square feet for the sale property vs. 927,610 square feet for the Subject Property). Given the large discrepancy in buildable areas, each property would attract a different set of market participants, thus making this property not a cogent comparable. In addition, in order to reflect comparability to the Subject Property, a significant downward adjustment would be required to account for the difference in building areas (given the inverse relation between the price per buildable square foot metric and gross floor area). Kroll is silent on this in their report.

Overall, it is our opinion that that this property does not satisfy the Principle of Substitution<sup>1</sup>, and there are more cogent comparable sales, with similar physical property and locational characteristics and future development timing / potential that provide a better indication of pricing for the Subject Property.

Comparable Sale No. 2: 4121 Kingston Road (\$25 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*4121 Kingston Road (Transaction No. 2) is only slightly smaller (3.9-acres) than the subject property (4.259-acres) and irregular in shape. Kingston Road has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) which makes it a Major Road as defined in the Official Plan and is identified as a Surface Transit Priority Network on Map 5. Unlike Markham Road, Kingston Road is also identified as a Higher Order Transit Corridor on Map 4 of the Toronto OP. Transaction No. 2 is located adjacent to the Guildwood Go Station (a proposed MTSA).*

*4121 Kingston Road is located on an Avenue and designated Mixed Use Areas in the Toronto Official Plan and zoned Commercial Residential (CR) and has been approved by the OMB (PL030754) for 8-storey mid-rise buildings. At the transaction date, the original owner had submitted an OPA and ZBA to permit two 8-storey mid-rise buildings along Kingston Road and two tall 25-storey and 35-storey buildings (63,185 m<sup>2</sup>) at the rear of the site at an overall density of 4.1 FSI.*

*The prospective new owners had attended at least three meetings with City Staff prior to the transaction date and were aware of the site history and City support for redevelopment along Kingston Road adjacent to the Guildwood Go Station.*

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<sup>1</sup> The Direct Comparison Approach is based on the premise of the "Principle of Substitution" which implies that a rational investor or purchaser will pay no more for a particular property than the cost of acquiring another similar property with the same utility.

*At the transaction date, Transaction No. 2 was designated and zoned for mixed-use residential uses; however, an official plan and zoning amendment for increased height and density was required. The PPS 2020 and the Growth Plan 2020 direct the highest levels of intensification to transit-oriented locations such as an MTSA. In our opinion, a multi-unit residential redevelopment would have been considered appropriate and achievable at the transaction date.*

We agree with Kroll's adjustments to this sale, which include the following:

- an upward adjustment for changes in the broad market conditions;
- an upward adjustment to reflect the Subject Property's superior highway / transit access; and,
- a downward adjustment to reflect the sale property's superior neighbourhood characteristics when compared to the Subject Property's immediate area.

In addition to the above adjustments, we believe an additional significant downward adjustment is required for:

- planning status / development timing, given that, as at the sale date, the property was situated within a "mixed-use area" under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

Given the foregoing, we would expect pricing for the Subject Property to be lower than Kroll's adjusted value indication provided by this sale of \$24.49.

Comparable Sale No. 3: 1-19 Glen Watford Drive (\$30 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*1-19 Glen Watford Drive (Transaction No. 3) is a significantly smaller corner site (0.89-acres) than the subject property (4.259-acres). Sheppard Avenue East has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) which identifies it as a major road and it is also identified as a Surface Transit Priority Network on Map 5. Unlike Markham Road, Sheppard Avenue East is also identified as a Higher Order Transit Corridor on Map 4 of the Toronto Official Plan. The Agincourt Go Station (a proposed MTSA) is located approximately 1-kilometer or a 13-minute walk from the property via Sheppard Avenue East. The property is within a 700-meter radius of the*

*Agincourt Go Station, although the City's MTSA boundary is irregular and places the site on the edge of the east MTSA boundary.*

*1-19 Glen Watford Drive is designated an Avenue and Mixed Use Areas in the Toronto Official Plan and zoned Community Commercial (CC) in the Agincourt Community B/L and Commercial Residential (CR) in the new Harmonized City of Toronto ZBL 569-2013. The two adjacent owners submitted ZBA applications in 2012 for 23 and 25 Glen Watford Drive. The City endorsed a Master Concept Plan for the three (3) Mixed Use Areas sites - 19, 23 and 25 Glen Watford Drive for high density residential uses.*

*The City requested an Avenue Segment Study to inform the proposals and identify the development potential for the Sheppard Avenue East corridor. Transaction No. 3 was identified as "Soft Site" #6 with development potential for a 20-storey tall building at an FSI of 6.52. At the transaction date (03-17-20), the purchaser would have been aware of the City's support for 23 Watford Drive, as well as the redevelopment potential of the property as "Soft Site" #6 and the City endorsed Master Concept Plan. A Statutory Public Meeting was held for 23 Watford Drive on February 5, 2020 and City Council approved the ZBA for 23 Glen Watford on February 27, 2020. City Council's approval was less than 1-month before the transaction date. In our opinion, a purchaser would have concluded that a multi-unit residential redevelopment would have been considered appropriate and achievable at the transaction date.*

We agree with Kroll's adjustments to this sale, which include the following:

- an upward adjustment for changes in the broad market conditions;
- a downward adjustment to reflect the sale property's superior transit access (i.e. proximity to the Agincourt Go station) when compared to the Subject Property's immediate area; and,
- a downward adjustment to reflect the sale property's superior interim income characteristics when awaiting redevelopment.

In addition to the above adjustments, we believe additional downward adjustments are required for:

- redevelopment potential, given that the proposed redevelopment of the sale property features a substantially smaller gross floor area than Kroll's estimated gross floor area for the redevelopment of the Subject Property (i.e. 289,619 square feet for the sale property vs. 927,610 square feet for the Subject Property); and,
- planning status / development timing, given that, as at the sale date, the property was situated within a "mixed-use area" under the City of Toronto Official Plan, a designation that permits

both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

Given the foregoing, we would expect pricing for the Subject Property to be lower than Kroll's adjusted value indication provided by this sale of \$24.79.

Comparable Sale No. 4: 4097 Lawrence Avenue East (\$39 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*197-201 Galloway Road & 4097 Lawrence Avenue East (Transaction No. 4) is a smaller site (1.01 acre) than the subject property (4.259-acres) measuring 76-meters by 61-meters and generally rectangular in shape. The property is an assembly of four (4) lots at the southeast corner of Galloway Road and Lawrence Avenue East.*

*At the transaction date, 197-201 Galloway Road and 4097 Lawrence Avenue East was designated Mixed Use Areas in the Toronto Official Plan and zoned site-specific Commercial Residential (CR) by City of Toronto Zoning By-law No. 792-2015. Transaction No. 4, is not located on an Avenue. At the transaction date the West Hill ZBL 10327, as amended by ZBL No. 792-2015 zoned the site CR-44 146-179-329- 330-383-400-511-614-623-624-625-626 which permitted 37 block townhouses. The existing “as-of-right” zoning was approved by Council to permit a 37-unit townhouse development at a density of 1.43 FSI, including site-specific permissions related to number of units, height (4 storeys) and density (1.43 FSI @ 43% coverage).*

*At the transaction date, a multi-unit residential redevelopment had been approved for the property.*

It is our opinion that Comparable Sale No. 4 is not a cogent comparable for the following reasons:

- as at the sale date, the property was situated within a “mixed-use area” under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.
- Kroll has analyzed this sale based on a factually incorrect gross floor area number of 363,800 square feet. The correct proposed gross floor area for this sale is 172,405 square feet, which equates to a price per square foot building for this sale of \$40 (as opposed to \$19 as per Kroll). Given the foregoing, the proposed redevelopment of the sale property features a substantially smaller gross floor area than Kroll's estimated gross floor area for the redevelopment of the



Subject Property (i.e. 172,405 square feet for the sale property vs. 927,610 square feet for the Subject Property). Given the large discrepancy in buildable areas, each property would attract a different set of market participants, thus making this property not a cogent comparable. In addition, in order to reflect comparability to the Subject Property, a significant downward adjustment would be required to account for the difference in building areas (given the inverse relation between the price per buildable square foot metric and gross floor area). Kroll is silent on this in their report.

Overall, it is our opinion that that this property does not satisfy the Principle of Substitution, and there are more cogent comparable sales, with similar physical property and locational characteristics and future development timing / potential that provide a better indication of pricing for the Subject Property.

Comparable Sale No. 5: 4158-4180 Kingston Road (\$25 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*4158-4180 Kingston Road (Transaction No. 5) is located at a corner and is a smaller site (0.99-acres) than the subject property (4.259-acres). Kingston Road is a major road and has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is identified as a Surface Transit Priority Network on Map 5. Unlike Markham Road, Kingston Road is also identified as a Higher Order Transit Corridor on Map 4 of the Toronto OP. Guildwood Go Station is located within 500-meters of the property.*

*At the transaction date, 4158-4180 Kingston Road was identified as an Avenue on Map 2 (Urban Structure) and designated Mixed Use Areas in the Toronto OP and zoned Commercial Residential (CR) by the former City of Scarborough West Hill Community ZBL 10327, as amended by ZBL 597 2015 which permits a multi-unit residential building to a maximum height of 8-storeys.*

*Transaction No. 5 was improved as a 9-unit commercial plaza. At the effective date there was no active development application under review for the property.*

*Transaction No. 5 is located within the Guildwood MTSA on an Avenue and designated Mixed-Use Areas. Both the policy context and regulatory permissions (Commercial Residential CR Zone) permit mixed-use multi-unit residential redevelopment.*

It is our opinion that Comparable Sale No. 5 is not a cogent comparable for the following reasons:

- as at the sale date, the property was situated within a “mixed-use area” under the City of

Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

- the proposed redevelopment of the sale property features a substantially smaller gross floor area than the proposed gross floor area for the redevelopment of the Subject Property (i.e. 173,358 square feet for the sale property vs. 927,610 square feet for the Subject Property). Given the large discrepancy in buildable areas, each property would attract a different set of market participants, thus making this property not a cogent comparable. In addition, in order to reflect comparability to the Subject Property, a significant downward adjustment would be required to account for the difference in building areas (given the inverse relation between the price per buildable square foot metric and gross floor area). Kroll is silent on this in their report.

Overall, it is our opinion that that this property does not satisfy the Principle of Substitution, and there are more cogent comparable sales, with similar physical property and locational characteristics and future development timing / potential that provide a better indication of pricing for the Subject Property.

Comparable Sale No. 6: 1221 Markham Road (\$25 per square foot buildable unadjusted)

According to the January 30, 2024 GSI Supplementary Planning Report – Review of Kroll Comparable Sales:

*1221 Markham Road (Transaction No. 6) has a similar lot area (4.7-acres) as the subject property (4.259- acres) and is located opposite the subject property on the east side of Markham Road. Markham Road has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is a major road and identified as a Surface Transit Priority Network on Map 5. Markham Road is not identified as a Higher Order Transit Corridor on Map 4 of the Toronto Official Plan.*

*1221 Markham Road (Transaction No. 6) has a similar lot area (4.7-acres) as the subject property (4.259- acres) and is located opposite the subject property on the east side of Markham Road. Markham Road has an existing and planned Right-of-Way Width of 36-meters on Map 3 (Right-of-Way Widths) and is a major road and identified as a Surface Transit Priority Network on Map 5. Markham Road is not identified as a Higher Order Transit Corridor on Map 4 of the Toronto Official Plan.*

*At the transaction date (10-21-19), the purchaser would have anticipated approval under the “as-of right” ZBL 1000-2011(OMB) for high density multi-unit residential development subject to the submission of a site plan. In our opinion, the purchaser would have expected that a site plan approval*

*by the City would have been supported and achievable in say 12-18 months.*

*Transaction No. 6 is also located in the Markham-Ellesmere Revitalization Study Area - OPA 71 SASP 322 and is shown on a Council endorsed 2009 Master Concept Plan as being a “H” high density site for residential uses above 12-storeys. The OMB had already deliberated on multi-unit high density residential uses in 2011 and issued a decision approving ZBL 1000-2011(OMB).*

*Although Transaction No. 6 is not located in an MTSA or on an Avenue, the property is designated Mixed Use Areas and zoned for multi-unit high density residential development.*

We agree with Kroll’s adjustments to this sale, which include the following:

- an upward adjustment for changes in the broad market conditions; and,
- a downward adjustment to reflect the sale property’s superior interim income characteristics when awaiting redevelopment.

In addition to the above adjustments, we believe additional downward planning status / development timing adjustments are required, given that:

- the proposed redevelopment of the sale property features a smaller gross floor area than the proposed estimated gross floor area for the redevelopment of the Subject Property (i.e. 798,268 square feet for the sale property vs. 927,610 square feet for the Subject Property) and,
- planning status / development timing, given that, as at the sale date, the property was situated within a “mixed-use area” under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

Given the foregoing, we would expect pricing for the Subject Property to be lower than Kroll’s adjusted value indication provided by this sale of \$26.09.

### Altus Revised Comparable Sales Adjustment Chart

Given the aforementioned discussion, we have conducted a revised comparable sales adjustment analysis, as summarized in the following adjustment chart.

#### Altus Revised Comparable Sales Adjustment Chart (As At April 16, 2021 Effective Date)

SALE NO.	UNADJUSTED PRICE PER SF Buildable	FINANCING	TIME	TIME ADJUSTED PRICE PER SF BUILDABLE	LOCATION	ACCESS	PLANNING STATUS / DEVELOPMENT TIMING	INTERIM INCOME	OVERALL ADJUSTMENT AFTER TIME
3	\$30	↔	↑	\$33.08	↔	↓	↓↓↓	↓	↓↓↓
6	\$25	↔	↑	\$28.99	↔	↔	↓↓↓	↓	↓↓↓
2	\$25	↔	↑	\$27.21	↓	↑	↓↓↓	↔	↓↓↓

**Note:** Adjustments are for general guidance (i.e. measure of magnitude) only.

As can be seen in the preceding chart, Altus' revised adjustments of some of the Kroll comparable sales illustrate the following important conclusions:

- we do not believe that Kroll Comparable Sale No's 1, 4, and 5 are cogent for valuation purposes, given that these sales feature proposed developments that are significantly smaller in scale than Kroll's estimated gross floor area for the redevelopment of the Subject Property. Given the large discrepancy in buildable areas, each property would attract a different set of market participants, thus not satisfying the Principle of Substitution. In consideration of the foregoing, we have removed them from the Altus revised comparable sales adjustment chart.
- the Altus adjusted square foot buildable rate for the Subject Property is lower than that indicated in the Kroll Report (\$25) and, in our opinion, is situated within the ~\$16 to ~\$18 per square foot buildable range. Our conclusion is based on the available market evidence and the characteristics of the Subject Property, including its location, physical characteristics, land use controls and future development potential.

### Confirmatory Evidence

Given the locational and physical property characteristics of the Subject Property, it is our opinion that in addition to Comparable Sales used in the Kroll Report, the September 26, 2022 post effective date sale of the property located immediately to the north of the Subject Property (1256 Markham Road) provides confirmation to the Altus revised value estimate for the Subject Property.

The sale property features a site area of 2.41 acres and was vacant and unimproved as at the sale date. The sale price for this property of \$11,500,000 equates to a price per square foot buildable of \$16.25, based on the most recent proposed residential development GFA for this property of 707,727 square feet.<sup>2</sup> This development was expected to be constructed in two phases. However, it is understood, that as at the current date, the developer is only planning on proceeded with phase 1 of this development.

It is our opinion the sale of this property provides an accurate indication of market value for the Subject Property, for the following reasons:

- the sale property represents a recent transaction of high-density mixed-use redevelopment site, that features similar site characteristics and development potential to the Subject Property (as per Kroll's highest and best use conclusion); and,
- the sale property shares the same locational characteristics as the Subject Property. As such, end unit pricing would be the same for the sale property's development as well as the Subject Property's redevelopment.

Altus' adjustments to this sale include the following:

- an upward adjustment for changes in the broad market conditions;
- a downward adjustment on the basis of economies of scale of total buildable GFA (i.e. 707,727 square feet for the sale property vs. 927,610 square feet for the Subject Property); and,
- a downward adjustment for planning status / development timing, given that, as at the sale date, the property was situated within a "mixed-use area" under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses. Kroll is silent on this in their report.

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<sup>2</sup> <https://urbantoronto.ca/news/2024/01/resubmission-proposes-29-storey-tower-markham-road-near-hwy-401.55073>

Overall, a downward adjustment has been applied to this sale and confirms our revised value estimate for the Subject Property under Kroll's highest and best use conclusions as a residential mixed-use redevelopment site.



## CONCLUSIONS

The following chart is a summary of the value opinions stated in the Kroll Report.

### Kroll Report Conclusions:

Reconciliation of values (CAD\$)	
Valuation Scenario	Direct Comparison Approach
Interest	Fee simple
Date	April 16, 2021
FSI Conclusion	
Land Area (SF)	4.259 acres (185,522 sf)
FSI Concluded	5.00x
Buildable Area	21.295 acres (927,610 sf)
Value Conclusion (CAD\$)	
Low End Value Conclusion	\$22,000,000
Mid-Point Value Conclusion	\$23,200,000
High End Value Conclusion	\$24,400,000
CAD \$/BSF	\$25

### Altus Conclusions:

Overall, we disagree with Kroll's as-is market value estimate for the Subject Property. More specifically:

1. We disagree with Kroll's highest and best use conclusion for the Subject Property as a residential/mixed use redevelopment site, in particular, we do not believe that this use would pass the legally permissible highest and best use test. According to the March 9, 2023 Altus Appraisal Report, the highest and best use of the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law. This notion is strengthened by the January 30, 2024 GSI Planning Report, which was prepared for the Subject Property and concludes that:

- *It is highly unlikely that an application filed by the applicable deadline of August 03, 2021 to convert and redesignate the subject property for residential purposes would have been approved by the City of Toronto.*
- *Any proposed development based on a higher and better use would have been possible only in the long-term and is entirely speculative.*

- *The most likely redevelopment potential for the subject property at the effective date would be a continuation of the existing permissible legal use as a place of worship and associated parking lot, together with the potential for expansion in accordance with the existing by-law.*

2. As previously discussed, we disagree with Kroll's highest and best use conclusion for the Subject Property as a residential/ mixed use redevelopment site. However, for the purpose of this review report, we have analyzed their valuation analysis under the hypothetical assumption that their highest and best conclusion is correct. When valuing the Subject Property as a residential/ mixed use redevelopment site using the Direct Comparison Approach, Kroll:

- Has relied on several comparable sales that are not cogent for valuation purposes;
- Has not accounted for significant differences between the comparable sales and the Subject Property (in particular, the as of right land use control differences between the comparable sales, which were all designated for residential uses as at their respective sale dates and the Subject Property, which is only designated for employment uses), and,
- Has not analyzed the recent sale of the property located immediately to the north of the Subject Property (1256 Markham Road).

Given the foregoing, we believe that Kroll has overestimated the market value of the Subject Property. The Altus revised square foot buildable rate for the Subject Property (adopting Kroll's highest and best use conclusion) is lower than that indicated in the Kroll Report (\$25) and, in our opinion, is situated within the ~\$16 to ~\$18 per square foot buildable range. Our conclusion is based on the available market evidence and the characteristics of the Subject Property, including its location, physical characteristics, land use controls and future development potential. The resulting difference in value between the Kroll Report and our revised value opinion is illustrated following:

	Buildable Area (as per Kroll)	\$/SF Buildable	Subject Property Value
Kroll	927,610	\$25	\$23,200,000
Altus	927,610	\$17	\$15,800,000
		<b>Difference</b>	<b>\$7,400,000</b>

While for the purposes of the foregoing analysis we have adopted the Kroll / Bousfields estimated buildable floor area for the Subject Property, we note that GSI, in their January 30, 2024 Planning Report, have concluded that there is no prevailing development pattern with respect to height and density in the immediate area that would suggest an FSI of 5.0 and/ or a height of 33-storeys (which equates to a buildable area of 927,610 square feet) is appropriate and or supportable for the subject

property.

A smaller achievable gross floor area for the Subject Property would equate to a lower market value estimate.

## **Response to Trustee's Report**

In addition to the preceding, we have been asked by Miller Thomson LLP provide our opinion on the following statement found at paragraph 14 of the Deloitte Restructuring Inc. Trustee's Report to the Creditors on Transfer at Undervalue, dated January 16, 2024 filed in Court (File No. CV-23- 00697814-00CL).

Paragraph 14 page 5 of the Report states:

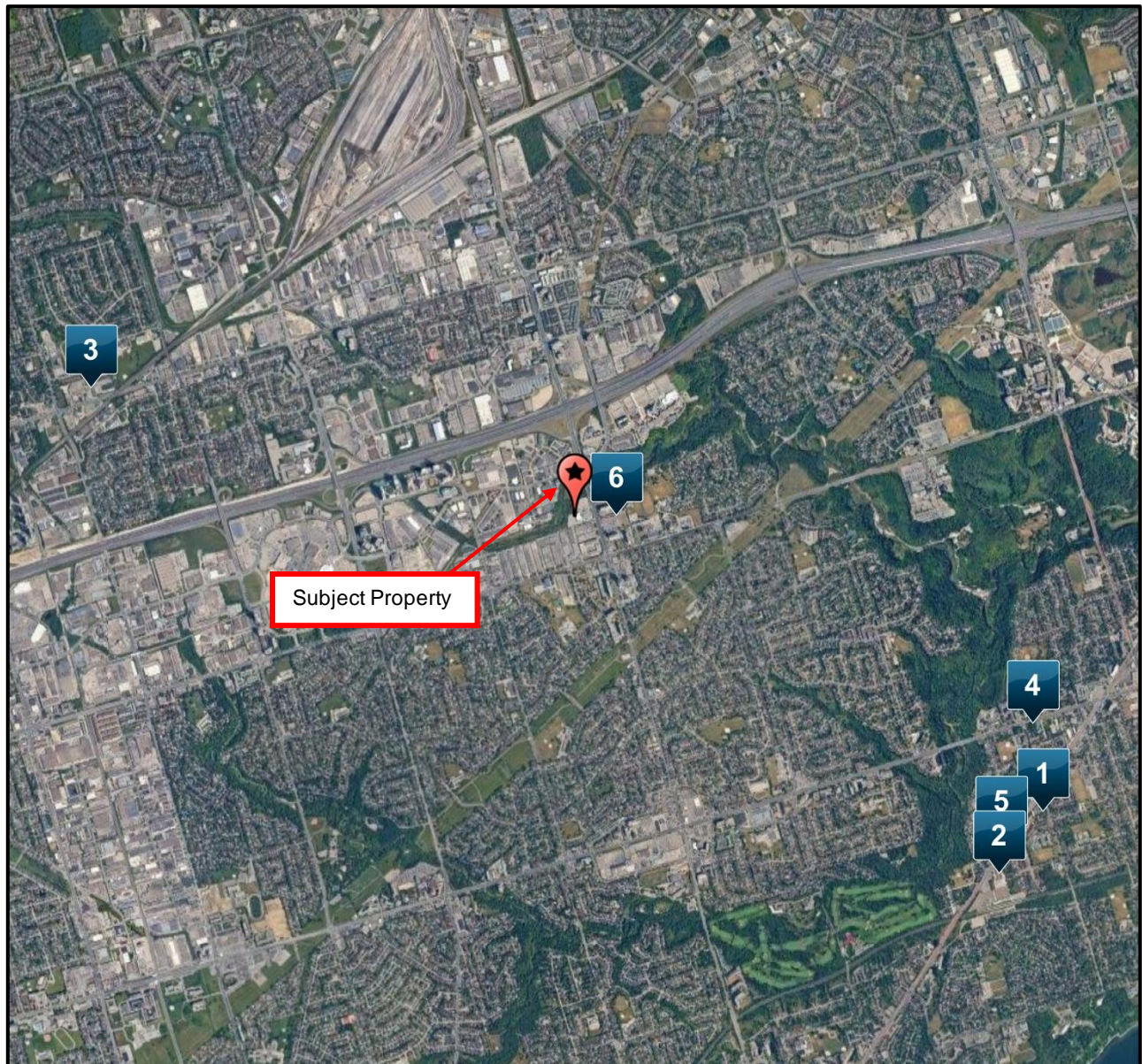
*"14 It is the Trustee's opinion, based on the appraisal prepared by Kroll Canada Inc. (Kroll), a real estate advisory firm, that the fair market value of the Southern Land, at the transfer date of April 16, 2021 was \$23.2 million, with a highest and best use as multi-unit residential real estate development. In determining that value, Kroll has relied upon six similar real estate transactions that are geographically and temporally proximate. The representative transactions, like the Southern Land, were not yet approved for such use at the time of their sale, and therefore best represent the market's judgement on the value of such land and likelihood of future approvals. As a result, the Trustee believes that Kroll's analysis represents the best information as to the market value of the Southern Land."*

Overall we disagree with the previous statement. It is our opinion that the six real estate transactions relied upon by Kroll when valuing the Subject Property under the highest and best use conclusion as multi-unit residential real estate development are not similar to the Subject Property for the following reasons:

- All of the sale properties were situated within "mixed-use areas" under the City of Toronto Official Plan, a designation that permits both commercial and residential uses. In contrast, as at the effective date, only employment uses were permitted on the Subject Property Site and would require an Official Plan conversion to permit residential uses.
- Several of the sale properties feature proposed developments that were significantly smaller in scale than Kroll's estimated gross floor area for the redevelopment of the Subject Property. Given the large discrepancy in buildable areas, each property would attract a different set of market participants, thus not satisfying the Principle of Substitution. The Direct Comparison Approach is based on the premise of the "Principle of Substitution" which implies that a rational investor or purchaser will pay no more for a particular property than the cost of acquiring another similar property with the same utility.
- As indicated in the following image, excluding Kroll Comparable Sale No. 6, none of the other sale properties are geographically proximate.



### Kroll Comparable Sales Map



As can be in the previous image, Kroll Comparable Sale Nos. 1, 2, 3, 4 and 5 are all located in lower density residential areas as identified by the darker rooftops / areas on the map, whereas the Subject Property is surrounded by employment uses as identified by the lighter rooftops / areas on the map.

## **ASSUMPTIONS AND LIMITING CONDITIONS**

1. This report is prepared at the request of Miller Thomson LLP for the purpose of a review to assist in Court proceedings. It is not reasonable for any person other than Miller Thomson LLP and in the alternative the Court to rely on this report without first obtaining written authorization from Miller Thomson LLP and the author. There may be qualifications, assumptions or limiting conditions in addition to those set out below relevant to that person's identity or intended use. The report is prepared on the assumption that no other person will rely on it for any other purpose and that all liability to all such persons is denied.
  
2. While expert in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed that:
  - a. the legal description is correct;
  
  - b. title to the property is good and marketable;
  
  - c. there are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein;
  
  - d. the existing use is a legally conforming use which may be continued by any purchaser from the existing owner;
  
  - e. rights-of-way, easements or encroachments over other real property and leases or other covenants noted herein are legally enforceable.
  
3. Since these assumptions have been made, no investigation, legal or otherwise, has been undertaken which would verify these assumptions, except as expressly noted herein.
  
4. The author is not a qualified surveyor and no legal survey concerning the Subject Property has been provided. Plans, photographs, etc. that may be presented in this report are for the limited purpose of illustration and are not to be relied upon in themselves. Site dimensions and areas are to be considered as approximations.
  
5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, agricultural chemicals, urea formaldehyde foam insulation, or other materials deemed to be hazardous under any applicable environmental legislation which may be present on the property, were not called to the attention of the appraiser nor did the appraiser become aware of such during the inspection. The appraiser has no knowledge of the existence of such materials on or the property unless otherwise stated,



and is not qualified to test for such substances or conditions. If the presence of such substances affects the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

6. I am not aware of any environmental or subsoil load-bearing capacity tests, and it is assumed that there are no contamination or subsoil conditions affecting the Subject Property, conditions which the appraiser would be unable to assess, lacking the necessary expertise. If such were suspected, it would be the responsibility of the client to engage a person qualified in such matters.
7. No investigation has been undertaken with the local zoning office, the fire department, the building inspector, the health department, or any other government regulatory agency unless such investigations are expressly represented to have been made in this report. The Subject Property must comply with such government regulations and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigations may be necessary.
8. Neither possession of this report nor a copy of it carries with it the right of publication. All copyright is reserved to the author and is considered confidential by the author and the client. It shall not be disclosed, quoted from or referred to, in whole or in part, or published in any manner, without the express written consent of the appraiser. This is subject only to confidential review by the Appraisal Institute of Canada as provided in the Canadian Uniform Standards of Professional Appraisal Practice ('The Standards').
9. Market data has been obtained, in part, from documents at the Land Registry Office, or as reported by other reliable sources. As well as using such documented and generally reliable evidence of market transactions, it was also necessary to rely on hearsay evidence. Except as noted herein, a reasonable attempt has been made to verify all such information.
10. Since market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value expressed as of the date of this report cannot be relied upon to estimate the market value as of any other date except with further advice of the appraiser.
11. The compensation for services rendered in this report does not include a fee for court preparation or court appearance, which must be negotiated separately. However, neither this nor any other of these limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body that will decide the use of the report that best serves the administration of justice.
12. This report is only valid if it bears the original signature of the appraiser.

13. These Assumptions and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context.
14. Canadian currency is used throughout the report, unless otherwise noted.

*THIS IS THE LAST PAGE OF THE REVIEW REPORT, SUBJECT TO APPENDICES THAT MAY HAVE BEEN REFERRED TO HEREIN.*

Yours very truly,

**Altus Group Limited**

## **APPENDIX A**

### **Qualifications of the Appraiser**

## Robert Solnick

Director, Litigation & Expropriation | 10 Years' Experience

Mr. Solnick provides valuation services in his role as Director with Altus Dispute and Special Services, a specialized practice group within Altus Group handling a wide range of sensitive property issues. Robert's valuation and advisory services are provided to a range of clients, including developers, financial institutions, lawyers, investors and the public sector.



Previously, Robert was an appraiser with Integris Real Estate Counsellors, a long-established real estate valuation and consulting organization. Integris was acquired by Altus Group in 2015.

Robert has completed a variety of appraisal and consulting assignments including development land, institutional properties, mixed-use properties, parking lots, industrial buildings, shopping centres and office buildings. His assignments primarily focus on valuation issues for litigation purposes.

### Project experience

Mr. Solnick has completed a wide range of assignments. Key highlights include:

- Acquisition/Disposition: Prepared numerous appraisals, particularly for development land, for acquisition/disposition purposes. Appraisals in this regard have been provided for a number of clients, including:
  - the Toronto Parking Authority
  - the Toronto Catholic District School Board;
  - Various developers/homebuilders throughout the Greater Toronto Area; and,
  - Various governments and institutions throughout the Greater Toronto Area.
- Financing: Prepared appraisal reports for developers and private investors for mortgage financing purposes.
- Rental Dispute: Acted on behalf of both Landlords and Tenants on various market rent disputes / assignments.
- Portfolio Valuation: Experience valuing a range of development land portfolios.
- Tax Reporting: Prepared appraisal reports for Canada Revenue Agency (CRA) income tax reporting purposes.
- Expropriation: Assisted both claimants and expropriating authorities for a variety of projects, including Highway No. 407 takings, York Region VIVA Rapid Transit takings, in addition to various road widenings in municipalities across the Greater Toronto Area.

### Professional qualifications and memberships

- Accredited Member of the Appraisal Institute of Canada (AACI)
- Member of the Ontario Expropriation Association

### Education

- Accredited Appraiser Canadian Institute (AACI, P.App) - Appraisal Institute of Canada - 2017
- Argus Enterprise Certified Argus Software – 2016
- Bachelor of Arts Western University - 2008

This is Exhibit "D" referred to in the Affidavit of Robert Solnick sworn by Robert Solnick at the City of Toronto, in the Province of Ontario, before me on February 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**MATTHEW SMITH**  
**LSO#: 77154B**

Court File No. CV-23-00697814-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DELOITTE RESTRUCTURING INC.

Applicant

-and-

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Respondent

APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985,  
c. B-3, s. 96

**ACKNOWLEDGMENT OF EXPERT'S DUTY**

1. My name is Robert Solnick of Altus Group Ltd. I live at 41 Heddington Avenue, in the City of Toronto.
2. I have been engaged on behalf of the Respondent by Miller Thomson LLP, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
  - (a) to provide opinion evidence that is fair, objective and non-partisan;
  - (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
  - (c) to provide such additional assistance as the Court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date February 21, 2024

*Robert Solnick*  
\_\_\_\_\_  
Signature



DELOITTE RESTRUCTURING INC.

and

GLOBAL KINGDOM MINISTRIES CHURCH  
INC.

Court File No. CV-23-00697814-00CL

Applicant

Respondent

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**Proceeding Commenced at  
Toronto**AFFIDAVIT OF ROBERT SOLNICK****MILLER THOMSON LLP**Scotia Plaza  
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P.O. Box 1011  
Toronto ON M5H 3S1**ADAM J. STEPHENS (LSO#: 47286N)**[astephens@millerthomson.com](mailto:astephens@millerthomson.com)  
Tel: 416.595.8572 / Fax: 416.595.8695**MATTHEW G. SMITH (LSO#:77154B)**[mgsmith@millerthomson.com](mailto:mgsmith@millerthomson.com)  
Tel: 416.597.6081 / Fax: 416.595.8695Lawyers for the Respondent,  
GLOBAL KINGDOM MINISTRIES CHURCH INC.Served by Email: Alan Merskey, [amerskey@cassels.com](mailto:amerskey@cassels.com);  
and Sarah Kemp, [skemp@cassels.com](mailto:skemp@cassels.com)

DELOITTE RESTRUCTURING INC.

and

GLOBAL KINGDOM MINISTRIES CHURCH  
INC.

Court File No. CV-23-00697814-00CL

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Respondent

*APPLICATION UNDER THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, s. 96*

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding Commenced at TORONTO

**RESPONDING APPLICATION RECORD**

**MILLER THOMSON LLP**

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Lawyers for the Respondent,  
GLOBAL KINGDOM MINISTRIES CHURCH INC.