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

REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS TRUSTEE IN BANKRUPTCY OF TRINITY RAVINE COMMUNITY INC. TO THE COURT ON TRANSFER AT UNDERVALUE

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SECTION A - OVERVIEW

- On February 23, 2022 (the "CCAA Filing Date"), Trinity Ravine Community Inc. ("TRC"), a not-for-profit corporation filed for and obtained protection under the *Companies' Creditors Arrangement Act* (the "CCAA" and the "CCAA Proceedings") pursuant an order of the Ontario Superior Court of Justice (Commercial List) (the "Court"). Pursuant to the initial CCAA order, Deloitte Restructuring Inc. ("Deloitte") was appointed monitor in the CCAA Proceedings (in such capacity, the "Monitor").
- TRC's primary asset was real property located at 1256 Markham Rd, Scarborough, Ontario (the "Northern Land"). The primary purpose of TRC prior to the CCAA Proceedings had been the development and construction of a purpose-built, two tower

multi-residential development for senior citizens on the Northern Land, (the "**TRT Project**"). The marketing and development of the TRT Project is discussed in greater detail within this report.

- 3. TRC had a predecessor entity, Global Kingdom Ministries Inc. ("GKM"). GKM was originally the church entity that owned and operated its church on the Original Land, defined below. GKM as the church, conceived of the original TRT Project as a way to benefit from excess land that belonged to the church.
- 4. GKM later severed the Original Land into two separate land parcels, the Northern Land, which was a vacant lot and the southern lot (the "Southern Land") which had the church and other related buildings. GKM obtained control of another not-for-profit entity who's name it changed to Global Kingdom Ministry Church Inc. ("GKMC") to carry on the business and ministry of the church. GKM then sold the Southern Land to GKMC. Following the sale, GKM changed its name to TRC. Depending on the point in time, this report may refer to GKM or TRC or even GKM/TRC when the time referenced includes before and after the sale and name change. GKMC is the entity that continued all of GKM's church and ministry activities. The specific transactions and timeline will be described fully in this report.
- 5. TRC was controlled by GKMC, by virtue of GKMC being the controlling "member" of TRC. GKMC and TRC shared the same board members, with the addition of Mr. Kern Kalideen to the Board of Directors of TRC (the "TRC Board"). The governance of both entities was done concurrently and GKMC controlled decisions with respect to TRC and the TRT Project.

- 6. The TRT Project units were sold as "Market Value Life Leases", an alternative form of home ownership which gives the purchaser an exclusive right to occupy a suite or unit, as well as shared use of common areas and facilities. The Market Value Life Leases and the involvement of the church are described in greater detail below.
- 7. TRC and its predecessor solicited more than \$27.1 million in deposits with the majority of these coming from seniors (respectively, the "Deposits" and the "Depositors"). Ultimately TRC had insufficient funds to complete the development project or repay the outstanding Deposits, thus resulting in the CCAA Proceedings.
- 8. Following a Court approved sale process, on September 15, 2022 the CCAA Court granted an order vesting the Northern Land, in the purchaser. On October 12, 2022 pursuant to the *Bankruptcy and Insolvency Act* ("BIA"), TRC made an assignment into bankruptcy and appointed Deloitte as trustee in bankruptcy (in such capacity, the "Trustee") of the estate of TRC (the "Estate").
- 9. There are approximately 279 remaining Depositors who have claims valued at approximately \$16.1 million. In many cases these Deposits represent a substantial portion (or all) of a Depositor's life savings. In addition, there are other creditor claims arising from the failed development. The total claims against the Estate are approximately \$27.3 million, for a currently anticipated recovery to unsecured creditors (outside of this litigation) of less than 5%. The within application is the Estate's primary material asset.
- 10. Section 96 of the BIA provides that on the application of a trustee in bankruptcy, a court may declare that a transfer at undervalue by the bankrupt prior to the bankruptcy is void as against the trustee or order that a party to the transfer pay to the estate the difference

between the value of the consideration received by the debtor and the value of the consideration given by the debtor.

- 11. On April 16, 2021, TRC transferred to GKMC the ownership of the Southern Land as set out in the land titles register. The Southern Land contains GKMC's church and associated buildings. The Southern Land is approximately double the size of the Northern Land. The Northern Land was used as a parking lot for GKMC up until its sale in the CCAA Proceedings.
- 12. The Trustee has made an application under section 96 of the BIA for among other things, an order (i) declaring that the transfer (the "**Real Property Transfer**") of the Southern Land by TRC to the Respondent, GKMC, was a transfer at undervalue; (ii) determining that the Real Property Transfer is void against the Trustee; and (iii) that GKMC shall pay TRC the difference between the amount paid for the Real Property Transfer and the fair market value of the Southern Land.
- 13. The Trustee has prepared this report to provide the Court with information regarding the Real Property Transfer and the Trustee's opinion as to what the fair market value of the property transferred was and what, in the Trustee's opinion, was the value of the actual consideration given or received by TRC.
- 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 judgment 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.

- 15. It is also the Trustee's opinion that no material consideration for the transfer was provided between the related entities. That is, the actual consideration received by TRC was \$0.
- 16. As a result, it is the Trustee's opinion that that the difference between the fair market value of Southern Land and the consideration received was \$23.2 million. In addition, GKMC received additional net assets of \$756,550 for a total transfer at under value of \$23,956,000.00.
- 17. Since the transfer took place between related entities within one year of the initial bankruptcy event, for nil or nominal consideration, the constituent elements of a Transfer at Undervalue under section 96 of the BIA have been met.
- 18. In addition, or in the alternative, the underlying facts also demonstrate that TRC was:
 - a) Insolvent at the time of the transfer (or rendered insolvent by the transfer) of the Southern Land; and/or
 - b) The transfer was made with the intention to "defraud, defeat or delay" the creditors of TRC.

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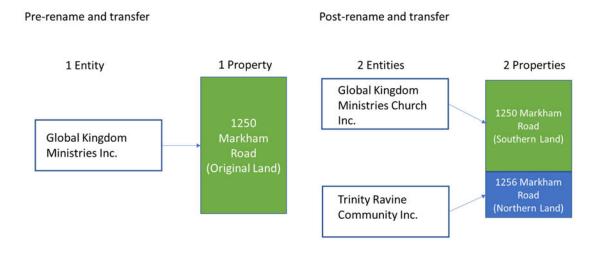
SECTION B - FACTUAL BACKGROUND AND TIMELINE

Legal Entities and Lands

19. GKM was incorporated under the *Canada Not-for-Profit Corporations Act* on September 4, 2007. GKM changed its name to TRC on October 21, 2020. Attached as **Appendix "A"** is a copy of the corporate profile report for GKM/TRC.

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20. The predecessor entity to GKMC was incorporated under the *Canada Not-for-Profit Corporations Act* on June 28, 2018 and the name change was completed to GKMC on July 2, 2020 in anticipation of the severance and in order to maintain the church's charitable status. GKMC is the sole member of TRC, and as of October 1, 2020, GKMC controlled TRC by virtue of its ability to elect TRC's Board. Attached as **Appendix "B"** is a copy of the corporate profile report for GKMC.



21. In 2005, Scarborough Gospel Temple, an unincorporated church assigned its assets to GKM, including the lands and buildings municipally known as 1250 Markham Road, Toronto ON (the "**Original Land**"). The transfer was registered on title to the Original Land

on January 15, 2010. Attached as **Appendix** "**C**" is a copy of the Parcel Register for the Original Land with PIN 06179-0128.

- 22. The Original Land was approximately 6.6 acres and the value of the assets transferred at that time was estimated to be \$16.9 million.
- 23. In 2008, a 55,000 square foot church building was constructed on the Southern Land and in 2011, a two-story building which housed a gymnasium, offices and meeting room facilities was added to the southern portion. These buildings comprise the GKM church complex and facilities.
- 24. On November 20, 2013, GKM approached the City of Toronto with a request to change the zoning in respect of the Original Land to allow for the construction of a separate, standalone residential building on the northern portion of the land being the Northern Land, consisting of two towers, that would offer non-assisted, but affordable condominium style Life Lease housing for seniors. GKM anticipated that the GKM parishioners would be the primary purchasers of the TRT Project.
- 25. As described below, pursuant to a Sale Agreement, defined below, dated September 30, 2020, the Original Land was severed into two separate land parcels and effective April 16, 2021 the Southern Land was transferred to GKMC and the Northern Land was retained by TRC.
- 26. Attached as **Appendix "D"** is a copy of the Parcel Register for the Southern Land owned by GKMC with PIN 06179-0140. Attached as **Appendix "E"** is a copy of the Parcel Register for the Northern Land owned by TRC with PIN 06179-0141.

27. Despite the separate legal entities, both GKMC and TRC had identical Boards of Directors (save for Mr. Kalideen who did not sit on the Board of Directors at GKMC (the "GKMC Board")). The activities of the Boards were conducted concurrently, both before and after the severance. The administrative staff of the two entities worked closely including with respect to the financial and accounting management of the entities and the entities continued to share a head office on the Southern Land. The entities continued to act in concert following the severance and GKMC continued to accrue the benefits of the Northern Land and other benefits at the expense of TRC despite the legal separation and the transfer of the ownership of the Southern Land.

Marketing of TRT Project and Sales (2015 - 2019)

- 28. A Market Value Life Lease is an alternative form of home ownership typically used by notfor-profit agencies and requires the support of a sponsor to manage the development. GKM was the sponsor (the "**Sponsor**") of the TRT Project.
- 29. GKM marketed the TRT Project to its congregants, members of other local churches and the surrounding communities. The TRT Project was targeted specifically to senior citizens "55-plus" and advertised as affordable, luxury living in a "faith-based community". Attached as **Appendix "F"** is a copy of handout given to GKM parishioners inviting them to a presale event before the suites were marketed to the general public and attached as **Appendix "G"** is a copy of advertisements prepared and run in The Christian Herald publication.

TRT Project, which states among other things:

30. Attached as **Appendix "H"** is copy of the Buyer Booklet which outlined details about the

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 a) "Global Kingdom Ministries (GKM), formally known as the Scarborough Gospel Temple (SGT)" is "Our Sponsor" and that the "sponsorship of Trinity Ravine Towers" is part of GKM's vision and that GKM has made the "choice for investing in a life lease project".

- Attached as Appendix "I" is copy of the FAQ (as defined below) also included in the TRT
 Project promotional materials. Which state among other things
 - a) It is "the sponsor, in this case Global Kingdom Ministries, that creates the vision and incurs the financial risks involved with development. Once the residents have taken occupancy [they] share the cost of operating and maintaining"; and
 - b) "Trinity Ravine Towers is owned and operated by a numbered company which is controlled by Global Kingdom Ministries, with each purchaser having a life lease interest in their selected suite".
- 32. GKM specifically chose the Life Lease concept as it allowed the church to maximize use of the Northern Land while securing a future income stream for the ministry. GKM as the Sponsor of the TRT Project retained a partial ownership interest and was able to make "key decisions" in respect of the TRT Project. The Trustee understands that in this instance, the Sponsor's ownership interest was 5% and the income would be earned from the services offered to residents of the buildings.

33. Pursuant to occupancy agreements (each a "Life Lease Agreement"), the Depositors paid the Deposits ranging from \$12,000 to as high as \$280,000 and typically in excess of \$50,000 per unit, and acquired the right to occupy a future unit in the TRT Project.

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- 34. According to TRC's books and records between 2015 and 2017 a total of 467 occupancy agreements were executed for future units in the TRT Project and Deposits with a total value of approximately \$27.1 million were paid. In a Frequently Asked Questions document ("FAQ") dated May 24, 2016, distributed by GKM, it was explicitly stated that "all deposits are fully guaranteed by Global Kingdom Ministries which has an asset base of approximately \$30 million." A copy of the FAQ's document was previously attached as Appendix I, please refer to FAQ number 4 under "Purchase and Sale" specifically.
- 35. Parties who paid Deposits were told by members of GKM to write on the Deposit cheques
 "To: Global Kingdom Ministries Inc., in trust", or the cheques were stamped "In Trust".
 Copies of sample cheques for a Deposit are attached hereto as Appendix "J".
- 36. In general terms, there are no specific legislative provisions that required the Deposits to be held in trust and GKM appears to have utilized the Deposits for GKM's ongoing activities, including but not restricted to pre-construction and development costs as well as the administrative costs.
- 37. The original occupancy date for the TRT Project was March 31, 2019, (the "Original Occupancy Date") but this date was extended as described below.
- 38. On October 29, 2014 GKM appointed KJK Ventures Inc. ("**KJK Ventures**") as development manager for the TRT Project. At the time, Mr. Kalideen, a pastor at GKM,

was also the principal of KJK Ventures. Mr. Kalideen was also appointed as GKM's chief executive officer.

- 39. Between 2014 and 2015, GKM engaged project managers, construction companies and marketing and realty firms to assist with the sale and development of the TRT Project
- On October 19, 2017, GKM hosted a ceremonial groundbreaking celebration for the TRT Project.
- 41. Despite efforts, TRC was unable to secure construction financing for the actual construction of the TRT Project. The Deposits were spent on soft costs such as development, planning, marketing and sales commissions, the repayment of mortgage obligations and then the balance of the Deposits were returned to certain Depositors at the discretion of the GKM/TRC Board. The GKM/TRC Board and the GKMC Board were fully aware of the financial difficulties of the TRT Project as evidenced in a number of entries in the board minutes.

Financial Difficulties (2019 - 2021)

42. At a GKM Board meeting held in December 2018, the Board of Directors of GKM (the "GKM Board") discussed the potential severance of the Original Land considering carefully the tax implications and "contractual and operational risks". Attached as Appendix "K" is a copy of the GKM Board Minutes from the December 17, 2018 meeting (the "December 17, 2018 Board Minutes") which contain the following statements:

Construction financing will likely require at least a severance of the parcel of lands (North and South Parcel)[.]

[...]

There were two options presented:

a) Mortgage severance is one option – Where we sever the property for mortgage purposes and the construction financing would be held on the North Parcel and the current GKM mortgage would be on the south parcel where the church building is.

b) Then we looked at an actual severance – creating 2 separate entities. This option deals with the separation of vision and focus between the two entities operations **as well as contractual and operational risks.**" [emphasis added]

[...]

We cannot give the land away to a non- charity.

- 43. The December 17, 2018 Board Minutes also show that that as of December 17, 2018 there was "major concern" about obtaining construction financing and commencing construction. This was only three months before the Original Occupancy Date. The GKM Board also raised concerns about the costs being incurred for the "parking structure". GKM's operating permit required GKM to provide a certain amount of parking and when the Northern Land was converted to towers, GKM would lose access to this space to satisfy its own parking requirements.
- 44. On September 3, 2019, in an update to the GKM Board, Mr. Kalideen advised that the TRT Project was experiencing financial difficulties:

The reality is that hard construction costs have increased significantly since the inception of the project... Units sold during the earlier phases of the project were sold at a price lower than market average and this is negatively impacting our pro-forma budget.

45. Mr. Kalideen also provided an update to the GKM Board that "Murray & Company does not want to work with us anymore" and "the brokers [Murray & Company] have come back...suggesting that we just sell the land".

46. Murray & Company was the financial advisory firm engaged by GKM to assist in finding construction financing for the TRT Project.

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- 47. At the same board meeting, members of the GKM Board also acknowledged the need to consider an exit strategy, including selling the Northern Land and that "[they] are considering the future of the project itself and therefore the need to restructure."
- 48. The GKM Board Minutes dated September 3, 2019, are attached as **Appendix "L"**.
- 49. On September 23, 2019, GKM sent a letter to the Depositors informing them of the delay in construction and advising them of a new closing date, March 31, 2021, (the "Revised Closing Date"). This letter was sent to all Depositors and a sample is attached as Appendix "M". The completion date was further extended to March 31, 2022 in later correspondence.
- 50. In its CCAA Court materials, TRC attributed the delay in completion to "skyrocketing construction costs and the devastating impact of the COVID-19 pandemic".
- 51. The Trustee is unable to determine from the TRC books and records when the Depositors began requesting to terminate their Life Lease Agreements and requesting the return of their Deposits. There is an update in the August 26, 2020 board package indicating that 16 Depositors had received Deposit refunds totaling approximately \$1 million, that the total payable stood at 450 Depositors owed approximately \$26 million with 150 Depositors requesting the return of their Deposits totaling approximately \$5 million.
- 52. Between 2019 2021, TRC received more than 200 requests from Depositors for refunds and in the aggregate an amount of \$12,229,521.49 was returned to Depositors. It appears that there was not a specific process for how GKM/TRC determined which of the

Depositors should receive a refund and it appears from the books and records TRC refunded Deposits based on reasons such as "cannot wait any longer" and "very angry". The Trustee was also advised that certain Depositor's received a refund based on need, as it was determined by the GKM Board. Many of the Depositors who received a refund during this period also received interest as calculated by the GKM Board. The Trustee's review of the of the Life Lease Agreements, does not show that the Depositors were entitled to claim for interest.

53. On July 7, 2020, the GKM Board debated the termination of the contract with KJK Ventures and noted that since Mr. Kalideen is in a "senior management role" there is a "direct conflict of interest". The Minutes also say the following:

... Life Lease project is unofficially cancelled, and is in huge debt to pay back unit holders (Should a motion be passed to make the Cancellation of Life Lease Project?) [*emphasis added*]

... The new CMHC [Canadian Mortgage Housing Corporation] affordable housing project business model is **completely different from the original Life Lease Project**. [*emphasis added*]

- 54. A copy of the July 7, 2020 GKM Board Minutes is attached as **Appendix "N"**.
- 55. It is clear from these Minutes that the GKM Board was aware of the financial crisis facing TRC and the cancellation of the TRT Project. The GKM Board was also aware of its obligation to return the Deposits to the Depositors.
- 56. Despite the TRT Project being "cancelled" GKM did not advise the Depositors of this at this time, or of the plan to change the nature of the project to subsidized housing and rental apartments (which was a significant departure from what was advertised and sold to purchases as elegant living with extensive amenities in a like-minded community.)

57. At a September 17, 2020 GKM Board meeting it was noted that the transfer of the land required a special meeting of church members under the *Canada Not-for-profit Corporations Act.*

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- 58. As at September 25, 2020, there was no construction financing available for the TRT Project or any alternative development proposal, a fact which the GKM management team, the GKM Board and the GKMC Board would have been aware of.
- 59. On September 25, 2020, GKM Board members Mr. Johnson Babalola and Mr. Jeremy Anderson purporting to represent GKM and GKM Board members Mr. Paul Singh and Mr. Christopher Kean purporting to represent GKMC (of which they were also board members) signed a sale agreement, (the "**Sale Agreement**"), pursuant to which, GKMC received the Southern Land in exchange for consideration of \$10. The Sale Agreement is dated September 30, 2020 with an effective date of October 1, 2020. The Sale Agreement is attached as **Appendix "O**".
- 60. One day later on September 26, 2020, almost 3 months after the July 7, 2020 GKM Board Meeting when it was known that the TRT Project was cancelled, GKM held a Special Meeting of the "Members of the Corporation" which included approximately 500 parishioners in person and others by proxy. A copy of the September 26, 2020 Special Meeting of Members Minutes is attached as **Appendix "P"**.
- 61. In an update regarding the TRT Project the Minutes state:

...in early 2020 just around the time [of] the Covid-19 pandemic the lenders decided to back out due to economic uncertainty resulting from the pandemic. However, talks which had begun with the CHMC back in 2019 were revisited and the development project is currently proceeding, but under an apartment rental development project backed by the CMHC. Communication indicating the change from life lease to a rental apartment

development will be sent to those who had purchased units under the Life Lease agreement

62. A resolution was passed to change the name of GKM to TRC as described in the Minutes:

The Secretary then informed the meeting that **it was in the best interests** of the Corporation to transfer all of its assets used for church purposes (other than those associated with the residential development) including the church building and associated lands at 125 [sic] Markham Road to Global Kingdom Ministries Church Inc.,("NewChurchCo") and to enter into such agreements as are needed, including a Sale Agreement (the "Agreement") and property transfer documents with the effective date being October 1, 2020. [*emphasis added*]

- 63. Thereafter, it was resolved that the church building and "associated lands…together with all of the assets… used for church purposes (other than those associated with the residential development)" shall be transferred to "NewChurchCo", defined in this report as GKMC.
- 64. On April 16, 2021, the Southern Land was transferred to GKMC as set out in the land titles register under instrument number AT5708631 (the "Transfer Instrument"). Attached as Appendix "Q" is a copy of the Transfer Instrument and related documents. The Transfer Instrument includes the following attachments and references:
 - a) Consideration is allocated as \$6,823,500 as an assumed mortgaged to be credited against the purchase price. The Trustee is unable to trace or reconcile this ostensible mortgage – addressed in more depth in the following section of this report.
 - b) "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".

- c) Reciprocal Easement Agreement dated April 8, 2021, which permitted GKMC access to the Southern Land for parking and other activities.
- 65. In anticipation of the April 16, 2021 transfer, on April 16, 2021 a search was conducted for writs against TRC. A copy of this search and results is attached as **Appendix "R"**.

Mortgages on Title and Financing

- 66. The Trustee with the assistance of its legal counsel conducted a review of the mortgages and obligations charged against the Original Land, the Northern Land and the Southern Land.
- 67. GKM obtained mortgages to fund various aspects of the church's ministry activities and to support the development of the TRT Project. These mortgages and the charges are described below.
- 68. Post separation, TRC obtained an additional mortgage on the Northern Land, the Nahid Mortgage, defined below, and separately GKMC obtained a separate mortgage on the Southern Land the PAOC Mortgage, defined below.
- 69. The Trustee has examined these mortgages and charges for the following purposes:
 - a) To determine if the obligations stated to be assumed by GKMC are fair and reasonable and should be included as consideration; and
 - b) To determine what obligations existed at the alternative transfer date of October1, 2020, as it pertains to the solvency of GKM.

70. Between January 15, 2010 and August 2021, various mortgages were registered and discharged against the Original Land, Southern Land and Northern Land which can be summarized as follows:

a) **RBC Mortgage**:

- i. On January 15, 2010 Royal Bank of Canada ("RBC") registered a charge against the Original Land in the amount of \$10.5 million (the "RBC Mortgage").
- Following the severance of the Original Land the RBC Mortgage remained registered and encumbered both the Northern Land and the Southern Land.
- iii. The RBC Mortgage was discharged from title to the Northern Land (then owned by TRC) and the Southern Land (owned by GKMC) on August 27, 2021.
- iv. The RBC Mortgage was repaid by TRC with a contribution from GKMC. GKMC transferred \$7.3 million to TRC in August 2021 and TRC repaid RBC \$6,957,110.91 in respect of the RBC Mortgage. TRC recorded an obligation to GKMC in its books and records for \$1.9 million following the receipt of these funds.

b) Owemanco Mortgages:

- On December 23, 2015, GKM entered into a loan for \$1 million from Ontario
 Wealth Management Corporation ("Owemanco") in respect of the TRT
 Project.
- ii. On December 22, 2015, Owemanco registered a charge in the amount of \$7.5 million and a general assignment of rent against the Original Land. On October 31, 2018, GKM repaid its initial \$1 million loan from Owemanco and entered into a further loan agreement for \$4.3 million. This charge was discharged on November 6, 2018.
- iii. On October 29, 2018, Owemanco Mortgage Holding Corporation registered a second charge in the amount of \$7.5 million (the "Owemanco Mortgage") and a general assignment of rent against the Original Land. At the time of severance, the amount outstanding under the Owemanco Mortgage was \$5.3 million.
- iv. On December 18, 2020, TRC entered into a further loan agreement withOwemanco in the amount of \$1.3 million.
- Following the severance of the Original Land, the Owemanco Mortgage remained registered and encumbered both the Northern Land and the Southern Land.
- vi. The Owemanco Mortgage was discharged from title to the Northern Land (then owned by TRC) and the Southern Land (then owned by GKMC) on August 24, 2021.

vii. The Owemanco Mortgage was repaid by TRC in August 2021.

c) Limestone Mortgage:

- On April 5, 2021, TRC and GKMC entered into a loan and mortgage agreement with Limestone Capital Inc. ("Limestone") for the amount of \$3 million. GKMC and TRC are co-borrowers under the Limestone loan and mortgage agreements.
- ii. On June 16, 2021, Limestone registered a charge against the Northern Land and the Southern Land in the amount of \$3 million (the "Limestone Mortgage"). As discussed in further detail below, these funds were primarily used (by TRC) to repay select Depositors Deposits and operational expenses of TRC.
- iii. The Limestone Mortgage was repaid by TRC from the proceeds of the sale of the Northern Land in the CCAA Proceedings and the Limestone Mortgage was vested off of the Northern Land and Southern Land pursuant to an approval and vesting order dated September 15, 2022 in the CCAA Proceedings.

d) **PAOC Mortgage**:

 In or around August 2021 GKMC obtained a mortgage on the Southern Land from the Presbyterian Assembly of Ontario ("PAOC"). PAOC registered a charge against Southern Land in the amount of \$7.4 million (the "PAOC Mortgage"). ii. The PAOC Mortgage is due August 25, 2024.

e) Nahid Mortgage:

- A mortgage in favour of Nahid Corp. was registered against the Northern Land on October 19, 2021 for \$4.7 million (the "Nahid Mortgage"). At the time of the Nahid Mortgage, TRC had limited cash remaining. TRC used \$3.8 million of the proceeds from the Nahid Mortgage to refund Depositors, the balance was used to cover its administrative operating costs and the financing charges associated with the various mortgages. When this cash was also exhausted, TRC filed for protection under the CCAA.
- ii. The Nahid Mortgage was repaid by TRC from the proceeds of the sale of the Northern Land in the CCAA Filing and the Nahid Mortgage was vested off of the Northern Land pursuant to an approval and vesting order dated September 15, 2022 in the CCAA Proceedings.
- 71. The Trustee has concluded from its review of the books and records of TRC, the various mortgage documents and the review of the registered charges that the various financial institutions updated their charges to ensure they were registered against the Northern Land and the Southern Land post severance.
- 72. The Trustee found:
 - a) no evidence to support the \$6.8 million mortgage listed in the transfer documents as assumed by GKMC, therefore the Trustee concludes that at the time of the transfer of the Southern Land the consideration received by TRC was nil; and

 b) the mortgage obligations which existed on the books and records of GKM on September 30, 2020 continued to exist as full liabilities of GKM/TRC on October
 1, 2020, the alternative transfer date, which factors into the solvency analysis prepared below.

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Bankruptcy Proceedings

- 73. On October 12, 2022 TRC filed an Assignment in Bankruptcy which was accepted by the Office of the Superintendent of Bankruptcy and Deloitte was appointed as Trustee of the bankrupt Estate subject to affirmation by the creditors at the First Meeting of Creditors. On October 12, 2022, the Monitor filed a Discharge Certificate with respect to the CCAA Proceedings. On November 1, 2022, Deloitte was affirmed as the Trustee of TRC.
- 74. Following a fulsome investigation, on December 16, 2022, counsel to the Estate sent correspondence to GKMC and the directors of GKMC advising that the Trustee had identified the Transfer at Undervalue and asked for, among other things, any additional facts GKMC wished the Trustee to consider. A copy of the December 16, 2022 correspondence is attached as **Appendix "S"**. Included as Schedule "J" to the December 16, 2022 Letter was an appraisal of the Original Land at July 13, 2020 that appraised the Southern Land at between \$15.7 million and \$27.2 million.
- 75. On March 24, 2023, counsel to GKMC responded with a responding appraisal of the Southern Land conducted by Altus Group (the "**Altus Report**") which valued the Southern Land at April 16, 2021 at approximately \$7.75 million, on the basis of a continued use as a church. A copy of this letter and the Altus Report is attached as **Appendix "T"**.
- 76. The Trustee engaged Kroll to prepare an appraisal report with respect to the Southern Land as at April 16, 2021 (the "**April 2021 Kroll Appraisal**") and Bousfields Inc.

("**Bousfields**") to prepare a planning opinion letter with respect to the availability of rezoning for the Southern Land for a residential/mixed use development (the "**Bousfields Planning Report**"). Subsequently, the Trustee engaged Kroll to update its appraisal for both the Southern Land and Northern Land at October 1, 2020 (the "**October 2020 Kroll Appraisal**" and together with the April 2021 Kroll Appraisal, the "Kroll Appraisal Report").

- 77. The Kroll Appraisal Report is attached as **Appendix "U"**. The Bousfields Planning Report is attached as **Appendix "V"**.
- 78. All Court orders, Monitor's reports issued to date and further public information can be found at the case website link: <u>https://www.insolvencies.deloitte.ca/en-</u> <u>ca/Pages/trinityravinecommunityinc.aspx</u>. A summary of the claims filed to date in the Estate is provided in **Appendix "W"**.
- 79. The Trustee has prepared a timeline summarizing the foregoing facts which is attached as **Appendix "X"**.

SECTION C - THE TRANSFER AT UNDERVALUE

- 80. The Trustee has reviewed the transfer of the Southern Land from GKM/TRC to GKMC and the Trustee's opinion of value, based on the independent appraisals obtained by Trustee, is that the fair value of the land substantially exceeded the consideration received by GKM/TRC. This represents a Transfer at Undervalue in accordance with Section 96 of the BIA.
- 81. There are 3 criteria under section 96 for the Trustee to consider.
 - Criteria 1 Were the parties dealing at arm's length?

 Criteria 2 – Was the transaction within the period that is one year before the date of the initial bankruptcy event or within a period that is five years before the initial bankruptcy event?

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• Criteria 3 – What was the fair value of the transferred asset at the date of the transfer

Criteria 1 – Were the Parties Dealing at Arm's Length?

- 82. The Trustee has established that GKMC is the controlling entity of TRC and that the two companies were not dealing at arm's length.
- 83. As described in para 15-17 of the Affidavit of Jeremy Anderson, sworn February 22, 2022 (the "Initial CCAA Affidavit") and the organization chart at Appendix "B" in the CCAA Proceedings "[TRC] is affiliated with [GKMC]" and "[TRC] is a registered charitable organization whose sole member is [GKMC]". Attached as Appendix "Y" is the Initial CCAA Affidavit.
- 84. The September 30, 2020 Financial Statements of GKM state that TRC and GKMC are under "common control".
- 85. In or around the Real Property Transfer date, the directors of GKMC and GKM were identical save for Mr. Kalideen who was on the TRC Board of Directors but not the GKMC Board of directors.

	Trinity Ravine Community Inc		Global Kingdom Ministries Inc	
Sr No	Name of Director/Officer	Position Held	Name of Director/Officer	Position Held
1	Robert C Johnston	Lead Pastor	Robert C Johnston	Lead Pastor & President
2	Anne G Lee	CFO & Treasurer	Anne G Lee	CFO & Treasurer
3	Jeremy D Anderson	Secretary	Jeremy D Anderson	Secretary
4	Paul A Singh	Director	Paul A Singh	Director

	Trinity Ravine Community Inc		Global Kingdom Ministries Inc	
Sr No	Name of Director/Officer	Position Held	Name of Director/Officer	Position Held
5	Johnson T Babalola	Director	Johnson T Babalola	Director
6	Sonia E Goodridge	Director	Sonia E Goodridge	Director
7	Christopher T Kean	Director	Christopher T Kean	Director
8	Donna M Lodu	Director	Donna M Lodu	Director
9	Mark R Steele	Director	Mark R Steele	Director
10	Ruby E Dean	Director	Ruby E Dean	Director
11	Jasmine N Dunston	Director	Jasmine N Dunston	Director
12	Frederick P Mitchell	Director	Frederick P Mitchell	Director
13	Devanand I Nathan	Director	Devanand I Nathan	Director
14	Kern M Kalideen	Chief Executive Officer		

- 86. It was always the intention that GKMC would control TRC as stated in the December 17, 2018 Board Minutes "The only member of the TRT corporation [TRC] would be GKM [GKMC] Only GKM [GKMC] gets to elect Directors" and the February 26, 2019 GKM Board Minutes also stated that GKMC would be the "sole member" of the TRT Project entity.
- 87. The promotional materials for the TRT Project also state, as described above, that the TRT Project is "owned by" the church entity.

Criteria 2 – Was the Transaction Within the Period That is One Year Before the Date of the Initial Bankruptcy Event or Within a Period that is Five Years Before the Initial Bankruptcy Event?

- 88. Section 2 of the BIA defines the date of the "initial bankruptcy event" as, in respect of a person, means the earliest of the day on which any one of the following is made, filed or commenced, as the case may be:
 - a. an assignment by or in respect of the person,
 - b. a proposal by or in respect of the person,

c. a notice of intention by the person,

d. the first application for a bankruptcy order against the person, in any case

i. referred to in paragraph 50.4(8)(a) or 57(a) or subsection 61(2), or

ii. in which a notice of intention to make a proposal has been filed under section 50.4 or a proposal has been filed under section 62 in respect of the person and the person files an assignment before the court has approved the proposal,

e. the application in respect of which a bankruptcy order is made, in the case of an application other than one referred to in paragraph (d), or

- 89. The definition of person under the BIA includes a corporation and in the case of TRC, the initial bankruptcy event is February 23, 2022, the Initial CCAA Filing Date.
- 90. The Sale Agreement is dated September 30, 2020 and effective October 1, 2020.
 However, the Southern Land was formally severed and the transfer registered on title on
 April 16, 2021 which is within the one year look back period.
- 91. Consistent with the land title registration date, GKMC has previously admitted or agreed that the that the date of transfer was April 16, 2021. In particular, in the December 16, 2022 Letter, the Trustee advised GKMC of its view that the transfer of the Southern Land was a Transfer at Undervalue and GKMC responded using the same valuation date without qualification, as noted above. GKMC's response is attached as Appendix "Z".
- 92. Additionally, in preparing to respond to CRA inquiries during the CCAA Proceedings regarding the transfer of the Southern Land, Deloitte was advised by TRC and GKMC that the relevant transfer date was April 16, 2021 and the relevant consideration was \$10. A copy of the relevant mail (the "CRA Communication") is attached as Appendix "AA".
- April 16, 2021 is within one year of the initial bankruptcy event, therefore section 96(1)(b)(i) applies.

f. proceedings under the Companies' Creditors Arrangement Act. [emphasis added]

94. In the alternative, if the Court were to determine that the Real Property Transfer occurred on October 1, 2020, the Trustee has prepared additional analysis in accordance with Section 96(1)(b)(ii) of the BIA, to determine if the Real Property Transfer would still meet the criteria to be a Transfer at Undervalue.

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- 95. October 1, 2020 is within the 5 year period that is applicable under Section 96(1)(b)(ii).
- 96. In addition to requiring consideration of less than fair market value, Section 96(1)(b)(ii) provides for liability if:

The Parties were not dealing at arm's length and the transfer occurred during the period that is five years before the initial bankruptcy event and

(A) the debtor was insolvent at the time of the transfer or was rendered insolvent by it, or(B) the debtor intended to defraud, defeat or delay a creditor.

97. As described below, the Trustee asserts that the independent requirements under section 96(1)(b)(ii) of being insolvent or having an intention to defraud, defeat or delay a creditor have also been satisfied.

Criteria 3 – Establishing the Fair Value

- 98. Section 96(2) of the BIA requires the Trustee to state, what in the Trustee's opinion was the fair market value of the property which was transferred and what in the Trustee's opinion was the value of the actual consideration received.
- 99. The Trustee engaged Kroll to provide the Trustee an appraisal with respect to the Southern Land at April 16, 2021, the transfer date as well as an appraisal of the value of the Northern Land and the Southern Land as at October 1, 2020 for the purposes of establishing the solvency of TRC before and after the transfer of the Southern Land.

- 100. The Kroll Appraisal Report contains a diligent and thorough highest and best use analysis and concludes that a mixed-use residential redevelopment is the highest and best use of the subject site. This is buttressed by the Bousfields Planning Report attached at Appendix "A" of the Kroll Appraisal Report that further supports the legal permissibility and physical possibility of such conversion.
- 101. The Kroll Appraisal Report disagrees with the findings in the Altus Report, namely, that the highest and best use is the continued operation as a place of worship because there is no zoning change approval in place. This assumption inaccurately and inappropriately limits value.
- 102. The Altus Report also lacks appropriate sales comparables: they have only referenced one church comparable transaction from 2021 and two of their five comparables are from 2016. In contrast, the Kroll Appraisal Report analyzes six proposed mixed-use mid to high rise residential redevelopments, including a 2.8 acre parcel of land submitted for development in February 2021 and located 600 metres from the Southern Land, which reflects the market's judgment of the value of the Southern Land without zoning approval in place.
- 103. The Trustee relies upon the April 2021 Kroll Appraisal as a fair and reasonable expert assessment as to the fair market value. The April 2021 Kroll Appraisal puts the value of the Southern Land subject to the Transfer at Undervalue application at \$23.2 million.

Value of the Actual Consideration Received

104. The Sale Agreement in respect of the land and other assets, including approximately \$430,000 in cash and guaranteed investment certificates, lists the consideration at \$10. The Real Property Transfer documents on title also reference a nil consideration.

- 105. Note 1 to the GKM financial statements, dated September 30, 2020, which provides a description of the transaction as a subsequent event, detail the consideration as \$10 in cash as well as a note receivable for \$2.9 million. The Trustee reviewed the accounting records of GKM/TRC and could not find any entry to record either the receipt of the \$10 or the \$2.9 million note receivable.
- 106. GKM's audited financial statements for the period ending September 30, 2020 and dated February 16, 2021 by Grant Thornton LLP, include a note which states that:

Subsequent to [the] year end on October 1, 2020, the Church transferred the net assets of its ministry operations to Global Kingdom Ministries Church Inc., an inactive holding entity under common control. Immediately prior to the transfer, Global Kingdom Ministries Church Inc. obtained control of the Church [TRC] by virtue of a change in bylaws of the Church that resulted in the ability to elect the Church's [TRC's] Board of Directors.

Net assets of the Church [TRC] in the amount of \$14,733,521 were transferred at their carrying amount to Global Kingdom Ministries Church Inc. in exchange for: (i) \$10 and (ii) a note receivable from Global Kingdom Ministries Church Inc. in the amount of \$2,948,544.

A copy of the September 30, 2020 Financial Statements of GKM is attached at **Appendix** "**BB**".

- 107. TRC confirmed in the CRA Communication that the Southern Land was transferred for nominal consideration of \$10 and referred to the transfer as a "gift". The GKMC financial disclosures, T3010 Registered Charity Information Return for September 30, 2021, required it to be filed by a charitable organization and also list the transfer of the Southern Land as a gift.
- 108. The Transfer Instrument for the transfer of the Southern Land lists an assumed mortgage of \$6,823,500. As previously noted, the Trustee was unable to reconcile the assumption

of this liability to the books and records of TRC, and nil consideration, which the Trustee accepts as correct based on its review of the TRC books and records.

- 109. Based on the available information and its investigation, the Trustee has concluded that the consideration received for the transfer of land was \$0.
- 110. The value of the Southern Land subject to the Real Property Transfer was \$23.2 million.
- 111. Furthermore, according to the books and records and the transfer documents the following other assets (the "**Other Transferred Assets**") were transferred to GKMC as described below:

The following net assets were transferred at carrying amount effective October 1, 2020:

Cash	324,830
Guaranteed investment certificates	104,750
Harmonized Sales Taxes recoverable	13,631
Property under development – Phase III	284,392
Property and equipment	13,976,971
Prepaid expenses and other assets	103,580
Accounts payable and accrued liabilities	(74,633)
Net assets transferred	14,733,521
Excluding Property and equipment	13,976,971
Net	756,550

- 112. The Trustee has been unable to locate any consideration received from GKMC for these assets and therefore is claiming a further \$756,550 is owing to the Estate by GKMC.
- 113. The Trustee's claim on behalf of the creditors and the Estate with respect to the Transfer at Undervalue is \$23,956,550.

SECTION D - PROOF THAT THE DEBTOR WAS INSOLVENT

- 114. As noted above, the Trustee believes that the date of transfer of the Southern Land was April 16, 2021 and that GKMC has explicitly or implicitly admitted this fact.
- 115. However, the Trustee has also gone on to consider whether as at October 1, 2020, the effective date per the Sale Agreement, which is within the 5 year look back period, the applicable additional requirements of Section 96(1)(b)(ii) were met. The Trustee believes that they are, for the reasons set out below.
- 116. Section 96(1)(b)(ii) requires an assessment of whether the debtor was insolvent at the time of the transfer or was rendered insolvent by it.
- 117. Section 2 of the BIA provides a definition of "insolvent person" as follows:

insolvent person means a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and

(a) who is for any reason unable to meet his obligations as they generally become due,

(b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or

(c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due; (*personne insolvable*)

- 118. The three tests for insolvency can be summarized as:
 - a) Does the company possess adequate capital to continue to operate?
 - b) Is the company able to pay its debts as they come due?
 - c) Does the fair value of the company's assets exceed its liabilities

119. The Trustee has considered TRC's financial information as at October 1, 2020 and has concluded that TRC was insolvent at the time of the transfer or rendered insolvent by the transfer of the Southern Land under either test (a) or (c) of the statutory definition of insolvency, as set out further below.

Test (a) – Does The Company Possess Adequate Capital to Continue to Operate?

- 120. The Trustee considered whether at the time of the transfer of the Southern Land, TRC had sufficient capital to continue to operate in the ordinary course.
- 121. Prior to the transfer of the Southern Land, TRC had approximately \$1.7 million in cash. TRC was not revenue generating as its primary activity was the development of the TRT Project.
- 122. Immediately following the transfer of the Southern Land and the Other Transferred Assets (including approximately \$400 thousand in cash and investments), TRC had approximately \$1.3 million in available cash for operations. A review of TRC's books and records shows annual operating costs of approximately \$4.1 million.
- 123. Pursuant to the Life Lease Agreements and the Revised Closing Date, TRC was obliged to build and deliver a hi-rise multi-residential building, within six months of the date of the transfer of the Southern Land, or return the Deposits, which at the time of the transfer of the Southern Land were approximately \$26.7 million.
- 124. The Trustee's review of the TRC records show substantial supporting evidence that TRC (and prior to that GKM) had unsuccessfully explored multiple avenues to finance the TRT Project as well as certain alternative projects but was unable to obtain construction finance.

- 125. As noted above, the GKM Board Minutes from September 3, 2019 record that Murray & Company resigned from the project and recommended that the land be sold. These Minutes were previously attached as Appendix L.
- 126. As noted above, the July 7, 2020 GKM Board Minutes recorded that the Life Lease project was "unofficially cancelled" and "is in huge debt to pay back the unit holders". These Minutes were previously attached as Appendix N.
- 127. In these circumstances, as of September 25, 2020, the GKM management team and GKM's Board and GKMC's Board were aware that they had exhausted all financing options for the construction of the TRT Project or an alternative project. They nevertheless proceeded with signing the Sale Agreement to "gift" the Southern Land to the newly created entity for the church. The Sale Agreement was signed the day prior to the special meeting and the resolution to approve the sale.
- 128. The Life Lease Agreements were not capable of fulfilment but GKM management and the GKM Board failed to give notice to the Depositors. GKM and GKMC nevertheless knew or should have known at the time the Sale Agreement was signed that these obligations would have to be paid if they acknowledged that the project was cancelled and that other penalties and claims from suppliers and contractors would also arise from cancelling the TRT Project.
- 129. GKM did not have adequate capital to continue its operations, could not complete the TRT Project, did not have sufficient funds to repay the Deposits to the Depositors and was insolvent when it agreed to transfer the Southern Land to GKMC.

Test (c) – Does the Fair Value of the Company's Assets Exceed its Liabilities

- 130. In order to assess whether the fair value of TRC's assets exceeded its liabilities at October 1, 2020 the Trustee instructed Kroll to prepare the October 2020 Kroll Appraisal which provided an appraisal of the Northern Land and the Southern Land as at October 1, 2020. The October 2020 Kroll Appraisal which forms part of the Kroll Appraisal Report has been previously attached as Appendix U.
- 131. The Northern Land was assessed by Kroll, as having a fair value of \$27,800,000 as at October 1, 2020.
- 132. The Southern Land was assessed by Kroll, as having a fair value of \$21,200,000 as at October 1, 2020.
- 133. As indicated in the September 30, 2020 Financial Statements, previously attached as Appendix BB, the TRC liabilities as at October 1, 2020 were booked as having a fair value of \$40.4 million. This amount includes the primarily the obligations to the Depositors and the existing mortgages to RBC and Owemanco described above and registered against both the Northern Land and Southern Land until discharged by TRC in August 2021.
- 134. According to the valuation numbers and the financial statements the financial status can be summarized as follows:

In 000's	Per September 30 2020 Financial Statements	Per Kroll Appraisal PRIOR to the transfer	Per Kroll Appraisal POST the transfer
Non Property Assets	2,004	2,004	1,173
Northern Land	34,927	27,800	27,800
Southern Land	13,976	21,200	0
Total Assets	50,907	51,004	28,973
Liabilities*	40,485	40,485	40,410
Net Position	10,422	10,519	(11,437)
Solvency	Solvent	Solvent	Insolvent

* Notes: The Trustee has used the liabilities as reported in the TRC books and records as at September 30, 2020 The liabilities are noted to not include the additional liabilities that were identified through the Trustee's call for claims in the Estate, although these liabilities may or may not have existed at October 1, 2020

135. The Trustee concludes based on its review of the financial records of TRC and the fair value assessments of the Northern Land and the Southern Land prepared by Kroll, that TRC was solvent when the fair value of its assets included the Southern Land, but that the transfer of Southern Land and Other Transferred Assets rendered GKM insolvent, thus satisfying the test under Section 96(1)(b)(ii).

SECTION E - WHETHER THE DEBTOR INTENDED TO DEFRAUD, DEFEAT OR DELAY A CREDITOR

Defraud, Defeat or Delay a Creditor

- 136. The Trustee believes that there is sufficient evidence to establish that TRC was insolvent at the time of the Real Property Transfer or was rendered insolvent by the Real Property Transfer.
- 137. However, in the alternative, under Section 96(1)(b)(ii) the test for whether the debtor intended to defraud, defeat or delay a creditor can also be met.

138. The Trustee has identified a number of "badges of fraud" (as termed in the relevant caselaw) for the establishment of the intention.

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The Badges of Fraud

The Transfer Was Hastily Completed to a Related Party

- 139. The Trustee has established and described above how TRC and GKMC were related parties, with a nearly identical Board of Directors, who acted concurrently and that GKMC controlled TRC.
- 140. Such was the Boards' haste, that the Sale Agreement was signed by two authorized representatives of each party by electronic signature on September 25, 2020, which is the day before the GKM Board had received approval via the Special Resolution made and approved by the membership at the Special Meeting of Members held September 26, 2020.
- 141. The Sale Agreement, previously attached as Appendix O was dated September 30, 2020 and had a closing date of October 1, 2020, although the actual transfer of the Southern Land did not occur until April 16, 2021.
- 142. The GKM Board and the GKMC Board were aware at this date that the TRT Project did not have a reasonable prospect of continuing and that millions of dollars of Deposits would need to be refunded to the Depositors if the TRT Project could not be completed.
- 143. The Trustee is not able to identify any commercial benefit to GKM/TRC for the Sale Agreement and the Real Property Transfer. Instead, the benefits appear to have accrued only to GKMC.

Nominal Consideration

144. The Trustee notes that in and of itself a transfer for nominal consideration without additional explanation is a badge of fraud. The Trustee has not been able to identify any reasonable commercial or other purpose that would have made the transfer of the Southern Land of benefit to TRC or its creditors. Rather, the only benefit appears to have accrued to GKMC in protecting it from litigation or other claims for the return of Deposits. Indeed, this intention was confirmed in the Trustee's presence at the first meeting of creditors in the bankruptcy proceedings, when Mr. Kalideen explicitly stated that the separation of TRC and GKMC as entities and the severance of the Southern Land had to be done to "protect the church [GKMC]".

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The Transferor Continued to Have Access and Use

- 145. The TRT Project was conceived in 2013, marketed heavily from 2014 to 2016 and a ceremonial groundbreaking was held in 2017 for an anticipated occupation date in 2019. In reality though, no construction activity ever took place on the Northern Land. The entirety of that time the Northern Land was used as additional parking for the congregants of GKM. Following the Real Property Transfer, GKMC continued to use the Northern Land for parking for the benefit of GKMC's officers, employees and congregants.
- 146. GKMC was permitted this use of the Northern Land as parking rent free although it began charging TRC rent for the use of the office space it had previously occupied as GKM within the church building. The total rent charged by GKMC to TRC in the post transfer period is \$15,000.00
- 147. In addition, TRC, despite being cash flow constrained and having no revenue source, paid all of the maintenance costs associated with the Northern Land. TRC was the owner of

the Northern Land but the Northern Land was being used by GKMC. TRC paid \$9,808.40 in snow removal and salting in respect of the Northern Land post transfer.

- 148. The Trustee also identified that TRC was paying for additional parking spaces at a nearby parking facility for the benefit of GKMC. Post transfer, TRC paid \$80,000 to a third-party parking facility for use by the GKMC congregants. In the Trustee's view this amount represents another Transfer at Undervalue, however the Trustee will not be amending its claim in respect of this amount at this time.
- 149. GKMC continued to have exclusive benefit of the same property pre and post transfer, but had shifted significant costs to TRC, including a substantial increase in the property tax that resulted from TRC being established as a separate entity and the Northern Land being taxed as a commercial property rather than as a non-profit institution.
- 150. Similarly, on or about October 1, 2021, GKMC caused TRC to sign a promissory note recognizing a \$4.8 million intercompany payable from TRC to GKMC. The Trustee has reviewed this charge and is of the view that the amount is overstated and that certain amounts charged to the account by GKM/TRC are not substantiated. Nevertheless, GKMC began charging TRC 9% interest on this intercompany debt, at a time when the benchmark interest rate was 3.25%. A copy of the promissory note is attached as **Appendix "CC"**.
- 151. The Trustee notes that the above listing of benefits flowing to GKMC is not intended to be exhaustive. The Trustee has identified various other instances in the accounting records of GKM where costs may been incurred and paid for by GKM/TRC which appear to benefit only GKMC but has refrained from addressing them here for the sake of brevity.

The Transfer Was Made While Under the Threat of Legal Proceedings

152. The Trustee understands that TRC received numerous demands for the return of Deposits and legal demands from a solicitor in respect of the return of the Deposits. In addition, a call log was maintained by TRC staff which included requests from over 200 Depositors, nearly all of them, demanding their refunds. Callers were ranked from mild to extreme based on the strenuousness of their demand for a refund.

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- 153. Some callers received appointments to have their refund request granted, others did not. Many/most of these demands were made in the period leading up to the Real Property Transfer. GKM Board Minutes from June 23, 2020 indicated that some of the Depositors were demanding return of their Deposits, stating that "Kern [Kalideen] has been meeting with "unhappy" purchasers. He [Kern Kalideen] anticipates that we will need...\$2M to pay back before October".
- 154. The TRT Project was specifically marketed and designed as a senior's residential, faithbased, Christian community and on the idea of a safe and affordable way to age at home with grace, dignity and access to the types of services required by older individuals. It was marketed specifically to the elderly congregants of GKM and others in the local community. The building was designed with specialty mobility and other features beneficial to the elderly. The Depositors most of whom were senior citizens, were making an investment in their future ability to age in a dignified manner in a safe community of likeminded individuals. The Trustee has spoken directly with many of these individuals and for many, the financial impact of the loss caused by the actions of GKM and GKMC will be difficult if not impossible to recover from.

- 155. Given the vulnerable nature of the Depositor population, the prior representations of GKM and the failure to secure financing, the recurring demands for repayment at and prior to October 1, 2020 only underscore that GKM/TRC would have been fully alive to the risk of proceedings as at that date.
- 156. As a result of the foregoing facts the Trustee believes that the intention to defraud, defeat or delay the creditors of TRC can be reasonably inferred from the surrounding circumstances.

SECTION F - CONCLUSION

- 157. For the facts set out above, it is the Trustee's opinion that a Transfer at Undervalue occurred between related parties less than one year prior to the initial bankruptcy event as a result of the transfer of the Southern Land to GKMC on April 16, 2021, and that the difference in consideration was \$23.2 million.
- 158. The Trustee submits this report in support of its motion and claim for \$23,956,550 on behalf of the creditors and the Estate and therefore requests an order declaring the transfer of the Southern Land and Other Transferred Assets as described above to be void as against the Trustee and for damages in the amount of \$23,956,550 million to be paid by GKMC.
- 159. In the alternative, if the court accepts that the date of the transfer is October 1, 2020, then the transfer occurred between related parties less than five years before the initial bankruptcy event as a result of the transfer of the Southern Land to GKMC on October 1, 2020, the difference in consideration was \$21.2 million, and the transfer rendered GKM/TRC insolvent or was made with the intention to defraud, defeat or delay the creditors of GKM/TRC.

160. The Trustee therefore requests, in the alternative to the order requested in paragraph 158, an order declaring the Southern Land and Other Transferred Assets as described above to be void as against the Trustee and for damages in the amount of \$21,956,550 million to be paid by GKMC.

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Dated at Toronto, Ontario this 16th day of January, 2024.

Deloitte Restructuring Inc. solely in its capacity as Trustee of the Estate of Trinity Ravine Community Inc. and not in its personal or corporate capacity

Handerlaan

Per: Toni Vanderlaan, CPA-CA, LIT, CTP Senior Vice-President

Appendix A

Ministry of Government and Consumer Services



Profile Report

TRINITY RAVINE COMMUNITY INC. as of February 14, 2022

Act

Type Name Ontario Corporation Number (OCN) Governing Jurisdiction Incorporation/Amalgamation Date Registered or Head Office Address

Status Date Commenced in Ontario Principal Place of Business Corporations Information Act Extra-Provincial Federal Corporation Non-Share TRINITY RAVINE COMMUNITY INC. 1846511 Canada - Federal September 04, 2007 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 Refer to Governing Jurisdiction September 04, 2007 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Chief Officer or Manager

Name Address for Service Kern KALIDEEN 11 Stoney Creek Drive, Markham, Ontario, Canada, L6E 0H3

Certified a true copy of the record of the Ministry of Government and Consumer Services.



46 Transaction Number: APP-110192138711 Report Generated on February 14, 2022, 14:31

Corporate Name History Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckitts Director/Registrar

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sacbara Duckett Director/Registrar

Document List

Filing Name

CIA - Notice of Change PAF: BRITTNEY LINES - OTHER

CIA - Initial Return PAF: RUBY E. DEAN - OFFICER **Effective Date**

October 27, 2020

April 05, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Suckett Director/Registrar



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Corporations Canada
 Search for a Federal Corporation

Federal Corporation Information - 443468-4

Beware of scams and other suspicious activities. See Corporations Canada's alerts.

fl Note

This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Order copies of corporate documents

Corporation Number 443468-4

Business Number (BN) 842428955RC0001

Corporate Name

Trinity Ravine Community Inc.

Status

Active

Governing Legislation

Canada Not-for-profit Corporations Act - 2014-06-24

Order a Corporate Profile [View PDF Sample] [View HTML Sample]. PDF Readers

Registered Office Address

1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9 Canada

fl Note

Active NFP Act corporations are required to <u>update this information</u>. Changes are only legally effective when filed with Corporations Canada. A <u>corporation key</u> is required. If you are not authorized to update this information, you can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting</u> <u>obligations</u>.

Directors

Minimum 9 Maximum 20

Paul Singh 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Ruby Dean 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Frederick Mitchell 1250 Markham Road Scarborough ON M1H 2Y9 Canada Nathan Devanand 1250 Markham Road Scarborough ON M1H 2Y9 Canada Johnson T Babalola 1250 Markham Road Scarborough ON M1H 2Y9 Canada Mark R Steele 1250 Markham Road Scarborough ON M1H 2Y9 Canada **Jasmine Dunston** 1250 Markham Road Scarborough ON M1H 2Y9 Canada Sonia E Goodridge 1250 Markham Road Scarborough ON M1H 2Y9 Canada Christopher T Kean 1250 Markham Road Scarborough ON M1H 2Y9 Canada Donna M Lodu

Donna M Lodu 1250 Markham Road Scarborough ON M1H 2Y9 Canada

fl Note

Active NFP Act corporations are required to <u>update director information</u> (names, addresses, etc.) within 15 days of any change. A <u>corporation</u> <u>key</u> is required. If you are not authorized to update this information, you

can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD) 06-24

Date of Last Annual Meeting 2020-09-26

Annual Filing Period (MM-DD) 06-24 to 08-23

Type of Corporation Soliciting

Status of Annual Filings 2022 - Not due 2021 - Filed 2020 - Filed

Corporate History

Corporate Name History

2007-09-04 to 2014-06-24	GLOBAL KINGDOM MINISTRIES INC.
2014-06-24 to 2020-10-21	GLOBAL KINGDOM MINISTRIES INC.
2020-10-21 to Present	Trinity Ravine Community Inc.

Certificates and Filings

Certificate of Continuance

2014-06-24 Previous jurisdiction: Canada Corporations Act - Part II (CCA-II)

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ailable for amendments effected after
sued prior to 2000 may not be listed.
prporations Canada.
Order copies of corporate documen

Date Modified:

2022-02-02



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Corporations Canada
 Search for a Federal Corporation

Federal Corporation Information - 443468-4

Beware of scams and other suspicious activities. See Corporations Canada's alerts.

fl Note

This information is available to the public in accordance with legislation (see Public disclosure of corporate information).

Order copies of corporate documents

Corporation Number 443468-4

Business Number (BN) 842428955RC0001

Corporate Name

Trinity Ravine Community Inc.

Status

Active

Governing Legislation

Canada Not-for-profit Corporations Act - 2014-06-24

Order a Corporate Profile [View PDF Sample] [View HTML Sample]. PDF Readers

Registered Office Address

1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9 Canada

fl Note

Active NFP Act corporations are required to <u>update this information</u>. Changes are only legally effective when filed with Corporations Canada. A <u>corporation key</u> is required. If you are not authorized to update this information, you can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting</u> <u>obligations</u>.

Directors

Minimum 9 Maximum 20

Paul Singh 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Ruby Dean 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Frederick Mitchell 1250 Markham Road Scarborough ON M1H 2Y9 Canada Nathan Devanand 1250 Markham Road Scarborough ON M1H 2Y9 Canada Johnson T Babalola 1250 Markham Road Scarborough ON M1H 2Y9 Canada Mark R Steele 1250 Markham Road Scarborough ON M1H 2Y9 Canada Jasmine Dunston 1250 Markham Road Scarborough ON M1H 2Y9 Canada Sonia E Goodridge 1250 Markham Road Scarborough ON M1H 2Y9 Canada Christopher T Kean 1250 Markham Road Scarborough ON M1H 2Y9 Canada Donna M Lodu 1250 Markham Road Scarborough ON M1H 2Y9

Canada

$_{\rm fl}$ Note

Active NFP Act corporations are required to <u>update director information</u> (names, addresses, etc.) within 15 days of any change. A <u>corporation</u> <u>key</u> is required. If you are not authorized to update this information, you

can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD) 06-24

Date of Last Annual Meeting 2020-09-26

Annual Filing Period (MM-DD) 06-24 to 08-23

Type of Corporation Soliciting

Status of Annual Filings 2022 - Not due 2021 - Filed 2020 - Filed

Corporate History

Corporate Name History

2007-09-04 to 2014-06-24	GLOBAL KINGDOM MINISTRIES INC.
2014-06-24 to 2020-10-21	GLOBAL KINGDOM MINISTRIES INC.
2020-10-21 to Present	Trinity Ravine Community Inc.

Certificates and Filings

Certificate of Continuance

2014-06-24 Previous jurisdiction: Canada Corporations Act - Part II (CCA-II)

Certificate of Amendment	<u>*</u>			
2020-10-21				
Amendment details: Corporate name				
By-laws				
Received on 2020-10-22				
	ly available for amendments effected after es issued prior to 2000 may not be listed. <u>ct Corporations Canada</u> .			
	Order copies of corporate documen			

Date Modified:

2022-02-02

Appendix B

Ministry of Government and Consumer Services



Profile Report

GLOBAL KINGDOM MINISTRIES CHURCH INC. as of January 10, 2022

Type Name Ontario Corporation Number (OCN) Governing Jurisdiction Status Date of Incorporation/Amalgamation Registered or Head Office Address Not-for-Profit Corporation GLOBAL KINGDOM MINISTRIES CHURCH INC. 1987358 Canada - Ontario Active June 28, 2018 1250 Markham Road, Toronto, Ontario, Canada, M1H 2Y9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

62

Active Director(s)

Minimum Number of Directors Maximum Number of Directors

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

[Not Provided] [Not Provided]

Johnson T BABALOLA 146 Hazelwood Drive, Whitby, Ontario, Canada, L1N 3L8 September 26, 2020

Johnson BABALOLA 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby DEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby E DEAN 40 Dundalk Drive, 70, Scarborough, Ontario, Canada, M1P 4S3 September 26, 2020

Nathan DEVANAND 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Jasmine N DUNSTON 188 Woodsworth Road, North York, Ontario, Canada, M2L 2T1 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services. Daebara Duckett

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Jasmine DUNSTON 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Sonia E GOODRIDGE 1156 Gossamer Drive, Pickering, Ontario, Canada, L1X 2T8 September 26, 2020

Sonia GOODRIDGE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Christopher T KEAN 24 Evershot Crescent, Markham, Ontario, Canada, L6E 0L5 September 26, 2020

Christopher KEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Donna M LODU 1790 Woodview Avenue, Pickering, Ontario, Canada, L1V 1L4 September 26, 2020

Donna LODU 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Frederick MITCHELL 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service Date Began Frederick P MITCHELL 48 Suncrest Boulevard, 108, Thornhill, Ontario, Canada, L3T 7Y5 June 28, 2018

Devanand I NATHAN 81 Garden Street, Whitby, Ontario, Canada, L1N 9E7 September 26, 2020

Paul A SINGH 125 East Avenue, Scarborough, Ontario, Canada, M1C 3K9 September 26, 2020

Paul SINGH 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark STEELE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark R STEELE 118 Sandcherry Court, Pickering, Ontario, Canada, L1V 6V8 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Active Officer(s)

Name Position Address for Service

Date Began

Jeremy ANDERSON Secretary 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 November 17, 2020

Robert JOHNSTON President 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Treasurer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Chief Financial Officer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Corporate Name History

Name Effective Date

Previous Name Effective Date GLOBAL KINGDOM MINISTRIES CHURCH INC. July 02, 2020

FRED MITCHELL MINISTRIES INC. June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: ANNE LEE - OFFICER	May 03, 2021
Annual Return - 2020 PAF: ANNE LEE - OFFICER	March 28, 2021
CIA - Notice of Change PAF: ANNE LEE - OFFICER	January 28, 2021
CA - Application for Supplementary Letters Patent	July 02, 2020
CIA - Initial Return PAF: FRED MITCHELL - DIRECTOR	December 18, 2018
CA - Application for Incorporation Non-Share	June 28, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sacbara Duckett Director/Registrar

Appendix C

\sim				PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDEN	TIFIER		<i></i>
			LAND			PAGE 1 OF 4	71
\mathcal{U}	Ontaric	ServiceOnta	rio regis	IRY		PREPARED FOR loliveira	
F	•••••		OFFIC	E #66 06179-0128 (LT)		ON 2022/03/01 AT 10:00:24	
			* CER	TIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RES	ERVATIONS IN CROWN GRANT	*	
PROPERTY DE:	SCRIPTION:	PART OF LOT 32 RCP 1062 IN AT1385473 ; TORONTO,		2 & 3 ON 66R-22461 ; SCARBOROUGH ; S/T TB268009 ; T/W EASEMENT	OVER PT LT 32 RCP 10620,	DES PT 1, 66R-22905, AS	
		IN A11303475 , 1000010,	CIII OF IORON				
PROPERTY REI	MARKS:	PLANNING ACT CONSENT IN	DOCUMENT AT57	08631.			
ESTATE/QUAL:	TETED.		RECENTLY:		DIN C	REATION DATE:	
FEE SIMPLE	<u></u>			M 06179-0081	2007/0		
LT CONVERSIO	ON QUALIFIED		517161017110		20077		
OWNERS' NAM	ES		CAPACITY SH	JARE			
	<u>lo</u> INE COMMUNITY	INC.	<u>ommorri br</u>				
							CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM		PARTIES TO	CHKD
** PRINTOUT	INCLUDES AL	L DOCUMENT TYPES AND DELE	TED INSTRUMENTS	SINCE 2007/03/20 **			
**SUBJECT,	ON FIRST REG	ISTRATION UNDER THE LAND	TITLES ACT, TO				
* *	SUBSECTION 4	4 (I) OF THE LAND TITLES A	CT, EXCEPT PARA	GRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *			
**	AND ESCHEATS	OR FORFEITURE TO THE CRO	WN.				
* *							
**	THE RIGHTS O	F ANY PERSON WHO WOULD, B	UT FOR THE LANI) TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF			
* *	IT THROUGH L	ength of adverse possessi	ON, PRESCRIPTIC	N, MISDESCRIPTION OR BOUNDARIES SETTLED BY			
* *	CONVENTION.						
	CONVENTION.						
**	ANY LEASE TO	WHICH THE SUBSECTION 70(2) OF THE REGI	TRY ACT APPLIES.			
** """"""""""""""""""""""""""""""""""""	ONVERSION TO	LAND TITLES: 2000/06/26	**				
DAIL OF C		LAND 1111125. 2000/00/20					
NOTE: THIS	PROPERTY WAS	RETIRED ON 2021/06/03. T	HIS PROPERTY IS	NOW DIVIDED INTO THE FOLLOWING PROPERTIES: 06179-0140 TO 0617	79-0141		
64R9926	1983/09/08	PLAN REFERENCE					C
0 11(3 5 2 0	1903/09/00						0
64R10306	1984/08/14	PLAN REFERENCE					С
TB268009	1985/09/10	TRANSFER EASEMENT			CITY OF SCARBOROUGH		С
CO.	RRECTIONS: "	INSTRUMENT TYPE' CHANGED I	FROM 'TRANSFER'	TO 'TRANS EASMENT' ON 1991/03/19 BY ROMA NUTLEY.			
AT990441	2005/11/25	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***			
AIJJOHI	2003/11/23	TIGNOPER		FLEXABLE INVESTMENTS LIMITED	TRUSTEES OF THE SCARBOR	O GOSPEL TEMPLE AS A LOCAL ASSEMBLY	
					OF THE PENTECOSTAL ASSE		
RE	MARKS: PLANN	ING ACT STATEMENTS					
	1						
AT990442	2005/11/25	CHRG RELIGIOUS ORG		*** DELETED AGAINST THIS PROPERTY ***			
				TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY	FLEXABLE INVESTMENTS LI	MITED	
				OF THE PENTECOSTAL ASSEMBLIES OF CANADA			

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

PAGE 2 OF 4

PREPARED FOR loliveira

ON 2022/03/01 AT 10:00:24

OFFICE #66						06179-0128 (LT)			LT)						
* CERTIFIED	IN	ACCORDANCE	WITH	THE	LAND	TITLES	ACT	*	SUBJECT	TO	RESERVATIONS	IN	CROWN	GRANT	*

REG. NUM.	DATE	INSTRUMENT TYPE AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
66R22461	2006/05/17	PLAN REFERENCE			С
AT1319733	2006/11/30	NOTICE	*** DELETED AGAINST THIS PROPERTY *** TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	FLEXABLE INVESTMENTS LIMITED	
RE	MARKS: AT9904	142			
AT1383258	2007/02/23	NOTICE	*** DELETED AGAINST THIS PROPERTY *** TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	FLEXABLE INVESTMENTS LIMITED	
RE	MARKS: AT9904	142			
AT1433691	2007/05/01	CHRG RELIGIOUS ORG	*** COMPLETELY DELETED *** TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	ROYAL BANK OF CANADA	
AT1435346	2007/05/01	CHRG RELIGIOUS ORG	*** COMPLETELY DELETED *** TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	RATHCLIFFE HOLDINGS LMITED	
AT1437289	2007/05/02	POSTPONEMENT	*** COMPLETELY DELETED ***		
RF	MARKS: AT143	346 TO AT1433691	RATHCLIFFE HOLDINGS LIMITED	ROYAL BANK OF CANADA	
AT1476372		DISCH OF CHARGE	*** COMPLETELY DELETED *** FLEXABLE INVESTMENTS LIMITED		
RE	MARKS: RE: AI	990442	FLEARBLE INVESTMENTS LIMITED		
AT1766715	2008/04/29	DISCH OF CHARGE	*** COMPLETELY DELETED *** RATHCLIFFE HOLDINGS LMITED		
RE	MARKS: RE: AI	1435346			
AT1781004	2008/05/15	NOTICE	*** COMPLETELY DELETED *** TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY		
RE	MARKS: AMENDS	-AT1433691	OF THE PENTECOSTAL ASSEMBLIES OF CANADA		
AT2010746 <i>RE</i>	2009/02/11 EMARKS: THIS N	NOTICE \$2 OTICE IS FOR AN INDETERMINATE PERIOD	CITY OF TORONTO		С
AT2279726	2010/01/15	TRANS RLIGIOUS ORG \$7,650,000	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	GLOBAL KINGDOM MINISTRIES INC.	С

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

Ontario ServiceOntario

LAND REGISTRY



LAND REGISTRY

OFFICE #66

06179-0128 (LT)

PAGE 3 OF 4 PREPARED FOR loliveira

ON 2022/03/01 AT 10:00:24

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2279804	2010/01/15	CHARGE	\$10,500,000	GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	С
AT2485789 <i>REI</i>	2010/08/25 Marks: re, at		\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	С
		DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REI	MARKS: AT1433	3691.				
	2014/01/21 MARKS: AT2279		\$2	GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	С
AT4102130	2015/12/22	CHARGE		*** COMPLETELY DELETED *** GLOBAL KINGDOM MINISTRIES INC.	ONTARIO WEALTH MANAGEMENT CORPORATION	
AT4102131	2015/12/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GLOBAL KINGDOM MINISTRIES INC.	ONTARIO WEALTH MANAGEMENT CORPORATION	
REI	MARKS: AT4102	2130				
AT4776016	2018/01/09	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ONTARIO WEALTH MANAGEMENT CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
REI	MARKS: AT4102	2130				
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO		с
		POSTPONEMENT 804 TO AT4950467		ROYAL BANK OF CANADA	CITY OF TORONTO	С
AT4950469	2018/09/04	POSTPONEMENT		*** COMPLETELY DELETED *** OWEMANCO MORTGAGE HOLDING CORPORATION	CITY OF TORONTO	
REI	MARKS: AT4102	2130 TO AT4950467				
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		с
AT4993259	2018/10/29	CHARGE	\$7,500,000	GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	С
AT4993260 <i>REI</i>	2018/10/29 MARKS: AT4993	NO ASSGN RENT GEN 3259		GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	с
AT5000783	2018/11/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** OWEMANCO MORTGAGE HOLDING CORPORATION		
REI	MARKS: AT4102	2130.				

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LAND REGISTRY

OFFICE #66

06179-0128 (LT)

PREPARED FOR loliveira ON 2022/03/01 AT 10:00:24

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5056728	2019/01/17	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	С
					CANADIAN WESTERN TRUST COMPANY	
					CANADIAN WESTERN TRUST COMPANY	
					CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	259. AT4993259				
AT5069400	2019/02/01	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	С
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	3259				
66R31325	2020/06/04	PLAN REFERENCE				С
AT5633723	2021/01/26	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	С
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	259. AT4993259 & AT5	069400			
AT5682976	2021/03/22	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	С
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT5633	723.				
AT5705956	2021/04/15	APL CH NAME OWNER		GLOBAL KINGDOM MINISTRIES INC.	TRINITY RAVINE COMMUNITY INC.	С
AT5708631	2021/04/16	TRANSFER		TRINITY RAVINE COMMUNITY INC.	GLOBAL KINGDOM MINISTRIES CHURCH INC.	С
AT5708855		NO ASSGN RENT GEN		GLOBAL KINGDOM MINISTRIES CHURCH INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	С
REI	MARKS: AT5682	976 PARTS 2, 4,5, 6,	7, 8 AND 10 ON REP	ERENCE PLAN 66R31325		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP. 74

Appendix D

	Ontario	ServiceOr	OFFIC		PAGE 1 OF 3 PREPARED FOR loliveira ON 2022/03/01 AT 10:29:28	76
PROPERTY DES	SCRIPTION:	SCARBOROUGH).; TOG FAVOUR OF PART OF OF LOT 32 RCP 1062 RCP 10620, PARTS 1	ETHER WITH AN EASEMI LOT 32 RCP 10620, PARTS 1, 3, 9, 11 , 3, 9, 11, 12 66R3	D PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON ENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; ARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN 1, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER F 1325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF DVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT57086	SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN	
PROPERTY REN	MARKS:	PLANNING ACT CONSE	NT IN DOCUMENT AT57	08631.		
<u>ESTATE/QUAL</u> TEE SIMPLE LT CONVERSIC	<u>IFIER:</u> DN QUALIFIED		<u>RECENTLY:</u> DIVISION FRO	M 06179-0128	PIN CREATION DATE: 2021/06/03	
DWNERS' NAME GLOBAL KINGI	<u>ES</u> DOM MINISTRIE:	5 CHURCH INC.	<u>CAPACITY</u> <u>SH</u>	<u>IARE</u>		
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUI	INCLUDES AL	J DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 2021/06/03 **		
**SUBJECT,	ON FIRST REG	STRATION UNDER THE	LAND TITLES ACT, TO			
* *	SUBSECTION 44	1(1) OF THE LAND TIT	LES ACT, EXCEPT PARA	GRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
* *	AND ESCHEATS	OR FORFEITURE TO THI	E CROWN.			
* *	THE RIGHTS OI	F ANY PERSON WHO WOUL	LD, BUT FOR THE LANI) TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
* *	IT THROUGH LI	ENGTH OF ADVERSE POS:	SESSION, PRESCRIPTIC	N, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
* *	CONVENTION.					
* *	ANY LEASE TO	WHICH THE SUBSECTIO	v 70(2) of the regis	TTRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 2000/00	6/26 **			
	2009/02/11			CITY OF TORONTO		C
		OTICE IS FOR AN INDE				
AT2279804	2010/01/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
	2010/08/25 Marks: re, at		\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	С
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
REI	MARKS: AT2279	804				

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



LAND REGISTRY

OFFICE #66

06179-0140 (LT)

PAGE 2 OF 3

PREPARED FOR loliveira ON 2022/03/01 AT 10:29:28

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
	MARKA. 100070	004 00 304050407		ROYAL BANK OF CANADA	CITY OF TORONTO	
KE.	MARKS: A122/9	804 TO AT4950467				
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		С
AT4993259	2018/10/29	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		-
				GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
AT4993260	2018/10/29	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***	OMENANCO MODECA CE NOI DINC. CORRORATION	
RE	MARKS: AT4993	259		GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
1(1)		200				
AT5056728	2019/01/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
					CANADIAN WESTERN TRUST COMPANY	
					CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT4993	259. AT4993259			CANADIAN WESTERN TRUST COMPANY	
AT5069400	2019/02/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT4993	259		CANADIAN WESIERN IRUSI COMPANI	CANADIAN WESTERN IRUSI COMPANI	
66R31325	2020/06/04	PLAN REFERENCE				С
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
RE.	MARKS: AT4993	259. AT4993259 & AT50694	400			
AT5682976	2021/03/22	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	С
	1			CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT5633	723.				
AT5708631	2021/04/16	TRANSFER		TRINITY RAVINE COMMUNITY INC.	GLOBAL KINGDOM MINISTRIES CHURCH INC.	C

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PREPARED FOR loliveira ON 2022/03/01 AT 10:29:28

OFFICE #66 06179-0140 (LT) * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

			024	TIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO		(TTDE (
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5708855	2021/04/16	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES CHURCH INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
REI	MARKS: AT5682	976 PARTS 2, 4,5, 6,	7, 8 AND 10 ON REE	ERENCE PLAN 66R31325		
AT5770136	2021/06/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
AT5770137	2021/06/16	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
REI	MARKS: AT5770	136.				
AT5838551	2021/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY		
REI	MARKS: AT4993	3259.		CANADIAN WESTERN TRUST COMPANY		
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.	с
AT5840902	2021/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIMESTONE CAPITAL INC.		
REI	MARKS: AT5770	2136.				
		DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REI	MARKS: AT2279	804.				

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Appendix E

				PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDEN	NTIFIER	
	Ontario	ServiceOr	OFFIC		PAGE 1 OF 3 PREPARED FOR loliveira ON 2022/03/01 AT 09:40:21 SERVATIONS IN CROWN GRANT *	80
PROPERTY DE:	SCRIPTION:	TOGETHER WITH AN E PARTS 5, 6 66R3132 EASEMENT OVER PART	ASEMENT OVER PART 0 5 AS IN AT5708631; S 3, 9 66R31325 IN 1	11,12 ON PLAN 66R31325; TOGETHER WITH AN EASEMENT OVER PT LT 3 F LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66 LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT570	WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER	
PROPERTY REI	MARKS:	PLANNING ACT CONSE	NT IN DOCUMENT AT57	08631.		
ESTATE/QUAL TEE SIMPLE T CONVERSIO	<u>IFIER:</u> DN QUALIFIED		<u>RECENTLY:</u> DIVISION FRO	DM 06179-0128	PIN CREATION DATE: 2021/06/03	
OWNERS' NAMI FRINITY RAVI	<u>ES</u> INE COMMUNITY	INC.	<u>CAPACITY</u> <u>SI</u>	HARE		
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES AL.	L DOCUMENT TYPES AND	DELETED INSTRUMENTS	5 SINCE 2021/06/03 **		
**SUBJECT,	ON FIRST REG	STRATION UNDER THE I	LAND TITLES ACT, TO			
* *	SUBSECTION 4	4(1) OF THE LAND TITI	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
* *	and escheats	OR FORFEITURE TO THE	E CROWN.			
**	THE RIGHTS O	F ANY PERSON WHO WOUL	d, but for the land	D TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
* *	IT THROUGH L	ENGTH OF ADVERSE POSS	session, prescriptic	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
* *	CONVENTION.					
* *	ANY LEASE TO	WHICH THE SUBSECTION	v 70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF (ONVERSION TO	LAND TITLES: 2000/00	6/26 **			
54R9926	1983/09/08	PLAN REFERENCE				С
64R10306	1984/08/14	PLAN REFERENCE				С
TB268009	1985/09/10	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	CITY OF SCARBOROUGH	
CO	RRECTIONS: '1	NSTRUMENT TYPE' CHAN	GED FROM 'TRANSFER'	to 'trans easment' on 1991/03/19 by roma nutley.		
66R22461	2006/05/17	PLAN REFERENCE				С
AT2010746 <i>RE</i>		NOTICE OTICE IS FOR AN INDE		CITY OF TORONTO		С
AT2279726	2010/01/15	TRANS RLIGIOUS ORG	\$7,650,000	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	GLOBAL KINGDOM MINISTRIES INC.	С

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LAND REGISTRY

OFFICE #66

06179-0141 (LT)

PAGE 2 OF 3

PREPARED FOR loliveira ON 2022/03/01 AT 09:40:21

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2279804	2010/01/15	CHARGE	*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
	2010/08/25 MARKS: RE, AI		\$2 CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	с
AT3502650	2014/01/21	NOTICE	*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
REI	MARKS: AT227	9804			
AT4950467	2018/09/04	NOTICE	CITY OF TORONTO		С
AT4950468	2018/09/04	POSTPONEMENT	*** DELETED AGAINST THIS PROPERTY *** ROYAL BANK OF CANADA	CITY OF TORONTO	
REI	MARKS: AT227	9804 TO AT4950467			
AT4983617	2018/10/17	NOTICE	CITY OF TORONTO		С
AT4993259	2018/10/29	CHARGE	*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
AT4993260	2018/10/29	NO ASSGN RENT GEN	*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
REI	MARKS: AT4993	3259			
AT5056728	2019/01/17	TRANSFER OF CHARGE	*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	3259. AT4993259			
AT5069400	2019/02/01	TRANSFER OF CHARGE	*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	3259			
66R31325	2020/06/04	PLAN REFERENCE			С
AT5633723	2021/01/26	TRANSFER OF CHARGE	*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	

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LAND REGISTRY

OFFICE #66

06179-0141 (LT)

PREPARED FOR loliveira ON 2022/03/01 AT 09:40:21

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT4993	259. AT4993259 & AT5	069400			
3 75 60007 6	0.001 (0.0 (0.0					
AT5682976	2021/03/22	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
DF	MADKS . AT563	723. DELETED ON 2021	1/10/01 BV TATIDA HET		CANADIAN WESTERN IRUSI COMPANI	
NE	MARNS. AIJUJ	725. DELEIED ON 2021	1/10/01 BI LAUKA HEF			
AT5705956	2021/04/15	APL CH NAME OWNER		GLOBAL KINGDOM MINISTRIES INC.	TRINITY RAVINE COMMUNITY INC.	C
1110 / 000000	2021/01/10					
AT5763092	2021/06/09	LR'S ORDER		LAND REGISTRAR, TORONTO LAND REGISTRY OFFICE		С
RE	MARKS: UPGRAL	ING DESCRIPTION				
AT5770136	2021/06/16	CHARGE	\$3,000,000	GLOBAL KINGDOM MINISTRIES CHURCH INC.	LIMESTONE CAPITAL INC.	С
				TRINITY RAVINE COMMUNITY INC.		
AT5770137	2021/06/16	NO ASSGN RENT GEN		GLOBAL KINGDOM MINISTRIES CHURCH INC.	LIMESTONE CAPITAL INC.	С
				TRINITY RAVINE COMMUNITY INC.		
RE	MARKS: AT5770	136.				
AT5838551	2021/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION		
				CANADIAN WESTERN TRUST COMPANY		
				CANADIAN WESTERN TRUST COMPANY		
				CANADIAN WESTERN TRUST COMPANY		
RE	MARKS: AT4993	259.				
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				ROYAL BANK OF CANADA		
RE	MARKS: AT2279	804.				
3 75 0 1 0 0 1 5						
AT5849215	2021/09/02	APL (GENERAL)		*** COMPLETELY DELETED ***		
				TRINITY RAVINE COMMUNITY INC.		
RE	MARKS: DELETE	SUBJECT TO AN EASEN	1EN1' AS IN TB268009			
7050074/1	2021/10/19	CHARCE	\$4 700 000	TRINITY RAVINE COMMUNITY INC.	NAHID CORP.	C
A1J00/441	2021/10/19	CHARGE	γ4,/00,000	INTRITI RAVINE COMMONITI INC.	MARID CORE.	C

Appendix F



Residents at Trinity Ravine Towers enjoy many of the same benefits as traditional home ownership via their Life Lease program. This enables active mature adults to purchase a home designed to meet their changing needs and receive a market value return if and when they decide to sell. This new community is sponsored by Global Kingdom Ministries and features an on-site wellness centre, thoughtful suite layouts designed for ease and comfort, and the finest features and finishes all at a significantly lower price than other options in the marketplace today.

When you live at Trinity Ravine Towers, you'll find yourself in a community with like-minded neighbours.

PLEASE RSVP TO ATTEND OUR Priority preview sales event

WEDNESDAY, SEPTEMBER 16^{TH} - 12 Noon to 9 p.m. Thursday, september 17^{TH} - 12 Noon to 9 p.m.

TRINITY RAVINE TOWERS WILL GO ON SALE TO THE GENERAL PUBLIC ON SATURDAY, SEPTEMBER 19TH at 9:00 A.M.

By attending our **Priority Preview Sales Event** you'll be able to:

- Pick-up an **Information Package** including all **floor plans**, the **price list** and the procedures for purchasing.
- Tour our model suite to see, touch, and feel the level of finishes.
- Learn more about our **special incentives**, only available for the first three days of sales.
- Get your mortgage pre-approved on the spot by a Mortgage Specialist.
- Purchase a suite before they go on sale to the general public. (Be sure to bring your cheque book.)

When it comes to affordability at **Trinity Ravine Towers** the purchase price is only the beginning. In order to give you a better understanding of just how easy it will be to own your new home, we've put together a Cost Chart that showcases the **ESTIMATED STARTING PRICES** for a sampling of suite types available for sale.

The chart below will help you to determine which suite design will best fit your budget and lifestyle, so you can be as prepared as possible when you attend our Priority Preview Sales Event this September.

TRINITY RAVINE TOWERS COST CHART*										
MODEL TYPE SAMPLING	STARTING FROM	SQUARE FOOTAGE	COST PER SQ. FT. (approx.)	MONTHLY MAIT. FEE (approx,)	OPENING SPECIALS					
1 Bedroom	\$279,999	667	\$420	\$447	SEE SALES REP.					
1 Bedroom + Multi Purpose Room	\$320,999	725	\$443	\$464	\$7.500 DISCOUNT					
2 Bedroom	\$410,999	916	\$449	\$521	\$7,500 DISCOUNT					
2 Bedroom + Multi Purpose Room\$432,999943\$459\$587\$7,500 DISCOUNT										
			<u>.</u>	- -						

PAYMENT STRUCTURE STEPS

- \$5,000 upon signing your Agreement of Purchase and Sale;
- 2. 5% less \$5,000 in 30 days -Sign Occupancy Agreement
- 3. 5% 60 days
- 4. 5% 120 days
- 5. 5% 180 days
- 6. 5% 210 days after Step 2 or construction start
- The balance (75%) upon completion (2 years after construction starts)

Trinity Ravine Towers is offering exceptional value and the best prices for the type of easy living facilities offered. Not only are mortgage rates at an all-time low, in addition, a bank has agreed to provide mortgage financing to qualified applicants based on a 15 year amortization, 5 year term, up to 65% of the purchase price, subject to confirmation by lender.

MONTHLY OCCUPANCY FEES INCLUDE: Common area interior and exterior cleaning, repair and maintenance; common area hydro, gas, hot and cold water; unit gas, hot and cold water; insurance on building, management and administration; and replacement reserve account.

MONTHLY OCCUPANCY FEES EXCLUDE: Telephone and cable television; tenant insurance; property taxes; and unit hydro.

À LA CARTE SERVICE PACKAGE: Separate from occupancy fees and will be available upon request. (Access to wellness centre, meals, personal services, laundry, shuttle services, activities etc.)

NOW IT'S UP TO YOU!

PLEASE RSVP TODAY TO ATTEND OUR Preview Sales Event on Either Wednesday, September 16th or Thursday, September 17th from Noon to 9 p.m.

RSVP: 647-876-5433 or by email to info@trintiyravine.ca

Please note: *The prices provided are estimates for pre-qualification purposes only. Calculations are based on an interest rate of 3.39%, 5-year term, 15-year amortization. Each applicant must apply and obtain approval based on lender's qualification guidelines. Mortgage rates, maintenance fees, prices and specifications are subject to change at any time without notice. Illustration is artist's concept. Brokers Protected. E.&O.E.

Appendix G



Toronto's newest "55-Plus" faith-based community!

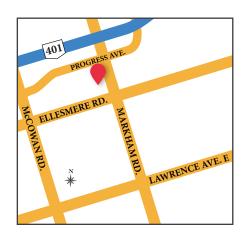
•No land transfer tax*
•10% lower property tax
•Ravine setting
•Superior location
•Extensive amenities

PRESENTATION CENTRE HOURS:

Mon. to Thurs. – 12:00-6:00 Sat. – 12:00-5:00 Sun. – 1:30-5:00

CONTACT US TODAY!

1250 Markham Rd. 647-876-5433 TrinityRavine.ca





Exclusive Listing Brokerage: Baker Real Estate Incorporated. Brokers Protected.

*Prices & specifications subject to change without notice. Speak to Sales representative regarding floor availability and details. Rendering is artist's concept. E. & O. E.

RIGHT SIZE YOUR LIFE!

Merry CHRISTMAS!

RECEIVE UP TO \$10,000 OFF THE PRICE OF YOUR UNIT!*

Suites starting from the low \$200,000s

Visit our fully decorated Model Suite!

Ask About Our Buyer Investor Plan* *See Sales Rep for more details. Offer valid until the end of 2016.

Appendix H



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Buyer's Brochure



MORE COMMUNITY FOR AN ACTIVE LIFESTYLE

Situated in a tranquil ravine setting, this community offers living at its finest.



About Us

WHO WE ARE Trinity Ravine Towers

Trinity Ravine Towers is more than just a residence. It is a culturally diverse, faith-based, 55+ Adult Lifestyle Community. With us, you will be able to take advantage of our tailor-made community to meet your present and future health, social, spiritual and recreational needs. We are a not-for-profit, charitable organization, which means that you will be reinvesting in your care and service. We believe that the best way to effectively serve this community is through building of relationships. We operate under a not-for-profit business structure, which also enables us to put the needs and desires of our residents first.

OUR SPONSOR Global Kingdom Ministries

Global Kingdom Ministries (GKM), formally known as Scarborough Gospel Temple (SGT), started 60 years ago in Scarborough, ON. GKM believes in serving its community, and currently provides a variety of programs such as food drives, ESL Adult Classes, children's soccer programs, community basketball and volleyball, youth and young adult programs, adult sports night and much more.

A part of GKM'S vision is the sponsorship of Trinity Ravine Towers, located on three acres of land in the heart of Scarborough. GKM desires that the community that dwells in this building will always be treated and served with dignity, respect and the utmost care at all times.



Trinity Ravine Towers endeavors to serve the community with respect, care and excellence; living comfortably while aging well.



Right Size your Life! TrinityRavine.ca | 647-876-5433

Letter from the CEO



Dear Friends:

Our commitment to serve the community is deeply ingrained in our philosophy. Trinity Ravine Towers endeavours to serve the community of Trinity

Ravine Towers with respect, care and excellence; living comfortably while aging well.

We are creating more than just a residence for the 55+ demographic. It is a culturally diverse, faith-based, adult lifestyle that is reflective of a community you can call home. At Trinity Ravine, we want you to take advantage of the exceptional amenities, spacious beautiful suites, and high-end quality features that are tailor-made to meet your future health, social, spiritual and recreational needs.

It is our desire to meet the changing needs of our residents, which is why we designed our building in a way that expands with your needs. Empowering you to lead a healthy and purposeful lifestyle is our heartbeat. We believe that through the various levels of Assisted Living, we can help you maintain the respect you're use to and the respect community deserves.

Since many have close family ties, we are allowing caretakers over the age of 18, but under the age of 55, to reside with our residents. Maintaining a caring, comfortable atmosphere supports a thriving lifestyle. Ownership is the pivotal point in our Life Lease community. We want residents to experience the benefits of homeownership, the increasing market value of your investment, without the hassles of maintaining a home. Our choice for investing in a life lease project is so that we, Global Kingdom Ministries, can remain on site with you. Through proper management and continued work with the Residents' Council, we will guarantee exceptional service to you, the residents, and will ensure the community is safe, successful, and thriving.

My hope is that you share in my heartbeat, our vision, and will become a part of our community at Trinity Ravine Towers.

Sincerely,

Kern Kalideen Trinity Ravine Towers Chief Executive Officer









Our community has proven to be a creative option for providing homes, programs and support, plus an opportunity for investment today for tomorrow.



Why Buy at Trinity Ravine Towers?

The vison of Trinity Ravine Towers is to serve our aging community with respect, care and excellence - living comfortably while aging well. From our vision, we have derived many benefits for purchasing at Trinity Ravine Towers personally and financially.

- Community with Shared Interests
- Environment designed for Active Adult Lifestyle
- Live-in-place Accessibility Design, Safety and Security
- Social, Recreational Amenities and Programs
- Support Services, Health and Wellness Center Onsite
- Resident involvement and interaction
- Lower Property Taxes
- No land transfer taxes*
- Registration of property on title
- · Market value upon transfer or sale of property
- · Ability to bequeath property

*See your Trinity Ravine Advisor for information on land transfer taxes

TrinityRavine.ca | 647-876-5433

Right Size Your Life!

Our Life Lease Concept

Trinity Ravine has a number of market value, Life Lease suites, which become available from time to time. Resale prices are comparable to similarly sized condominiums in Toronto. Life Lease suites range in size from 530 to 1394 square feet. Some of the premium suites include large outdoor terraces, perfect for enjoying evening views of the Ravine.

Our Life Lease form of tenure offers similar protection to freehold ownership, which means that the purchase can be registered on title to the property in the same way a deed can be registered on a condominium or detached home. Under our Life Lease plan, residents purchase a suite at market value, similar to purchasing a home or condominium. When the resident or their estate wishes to sell their property, they receive market value, less associated selling fees.* As the local real estate market increases, so does the value of your property. Seniors are able to protect their investment by including this property in their estate, while earning equity with a return similar to an investment in any other real-estate.

To keep that lifestyle harmonious, the 55 years of age or older qualification applies. Residents under 55, but older than 18, can live in the suite with the qualified resident. Our community has proven to be a creative option for providing homes, programs and support plus an opportunity for investment today for tomorrow.

*See your Trinity Ravine Advisor for information on associated fees.





It is our desire to have a vibrant and fulfilling environment for our residents to call their own.



Right Size Your Life!

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Amenities & Programs

At Trinity Ravine Towers, we have chosen to be an active part of the 55+ Community. It is our desire to have a vibrant and fulfilling environment for our residents to call their own. As we continue to develop this community, we offer engaging activities and programs geared to the continual

maintenance, re-development and growth of those in our community.

PROGRAMS:

- Arts and Craft
- Let's Discuss It –Lecture Series
- Chorale Choir
- Book Club
- Sporting Activities
- Movie Night
- Large variety of Day Trips
- Personal training and group fitness classes

INDOOR AMENITIES:

- 24/7 Concierge
- Library & Lounges
- Movie/Media Lounge
- Mail Room
- Private Dining Room
- Commercial Kitchen
- Workshop
- Craft Room
- Meeting/Common Rooms
- Fully Equipped Fitness Centre
- Wellness Centre
- Beauty Salon & Convenience Store
- Coffee Bar
- Computer Labs
- Access to Gymnasium
- Shuttle Services to Olympic-Sized Swimming Pools

OUTDOOR AMENITIES/ ROOF GARDEN:

- Outdoor Rooftop Terrace with Barbecue Grills
- Green Roof and Garden Planters
- Activity Courtyard
- Ravine with Manicured Garden and Walking Path



BUILDING AMENITIES

* Specifications subject to change without notice. E. & O. E.

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FITNESS CENTRE

- COMMON ROOMS
- CONCIERGE
- CRAFT ROOM & WORKSHOP
- DINING ROOM
- COMMERCIAL SPACES
- COURTYARD
- WELLNESS CENTRE
- LIBRARY COMPUTER LAB



Understanding and accommodating the needs of our community with a special touch is what separates Trinity Ravine Towers from other facilities.



100

At Trinity Ravine Towers, we are committed to serving our community with Respect, Care and Excellence. Understanding and accommodating the needs of our community with a special touch is what separates Trinity Ravine Towers from other facilities. After extensive research and liaising with industry professionals, we feel that the care we provide is beyond compare.

What is key to our community is providing Independent Care, Multi-leveled Dependent Care and Assisted Living. We do all this while infusing activity in the lifestyle, because movement is important to a healthy and long life. We have chosen to outline the following Service Packages and expand on them as the need arises.



Right Size Your Life!

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LEVEL 1 – BASIC PACKAGE:

- Meal: Fifteen (15) dinners per month
- 24/7 Emergency Medical Response**
- Panic button access to nurse on duty
- Wellness Centre access to clinical services
- Physio (once a week as needed)**
- Fitness (5 classes per week)**
- Buddy Up Fitness

LEVEL 2 – A LA CARTE: *

We can have tailor-made services based on additional needs such as:

- Personal care
- On-site physicians
- Additional wellness center services
- Blood pressure
- B12 and bloodwork clinics
- Housekeeping
- Laundry
- Memory Care**
- And various clinics such as optometry, podiatry, chiropractic, additional meals, etc.

*Cost to be determined based on the services provided.

**Internal medical assessments required by Trinity Ravine Towers and personal physician.

Fine Dining

The Dining Room seats 200 guests and overlooks the manicured amenities courtyard. This bistro-style dining room offers residents the luxury of enjoying a meal prepared and served by the community's outstanding in-house catering team.

Gather loved ones to celebrate family milestones in the European-style Dining Room. Dine with your neighbours or enjoy a romantic dinner for two, all within the comforts of Trinity Ravine Towers.





Right Size your Life!

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This lively community is just minutes from Highway 401 and Toronto's core. The Scarborough Town Centre is a short trip away and features internationally renowned retail. Transit services make travel easy. Close to pharmacies, banks, grocery stores, restaurants, cinemas, storage and gas stations. This is an ideal location.





Appendix I



Trinity Ravine Towers 1250 Markham Road, Toronto, ON M1H 2Y9

dianewade@bakersales.info T: 416-788-3200 F: 416-439-5422 trinityravine.ca



FREQUENTLY ASKED QUESTIONS

THE LIFE LEASE CONCEPT

- 1. What is Life Lease Housing?
- 2. What are the benefits of Life Lease Housing?
- 3. Who can live in a Life Lease project?
- 4. Does Life Lease really mean for "life?"
- 5. Who sponsors and finances a Life Lease project?
- 6. Who actually owns and operates the project?
- 7. Can I register my Life Lease Occupancy Agreement on title?
- 8. Does the new home warranty program apply to Life Lease?
- 9. Do Life Lease projects come under the Condominium Act?

PURCHASE AND SALE

- 1. Who is Global Kingdom Ministries?
- 2. What is Global Kingdom Ministries' mandate?
- 3. What happens if Global Kingdom Ministries becomes insolvent or bankrupt?
- 4. How is my deposit protected?
- 5. Can I customize my suite?
- 6. Do I have to pay Land Transfer Tax on closing?
- 7. What happens to our Life Lease interest upon death?
- 8. Can I purchase a suite in the names of my children?
- 9. How much does my estate or I have to pay on sale or transfer?

MANAGEMENT AND OPERATION

- 1. Are pets permitted?
- 2. What is the Monthly Occupancy Fee and is H.S.T. included?
- 3. What happens to my Monthly Fees when operating costs increase?
- 4. Who is responsible for management and maintenance?
- 5. Who is responsible for repairs within my suite?
- 6. Who is responsible for repair and replacement of appliances?
- 7. Can I rent my suite?
- 8. What type of heating/air-conditioning system will be installed?
- 9. Is there security in the underground parking area?

THE LIFE LEASE CONCEPT

1. What is Life Lease Housing?

Life Lease is a form of real estate tenure that has been popular throughout North America and Europe for many years. There are now over 140 Life Lease projects operating in Ontario. When this concept came to Canada over 40 years ago, it was modeled similar to condominiums; therefore, the name "Life Lease" is somewhat misleading. In fact, the lease being used at Trinity Ravine Towers has no termination date, and the Life Lease interest can pass to a resident's family upon death. The family may then elect to retain the suite or sell it at market value.

2. What are the benefits of Life Lease Housing?

The benefit of the Life Lease model is that projects can be controlled by the non-profit or charitable sponsor, such as Global Kingdom Ministries, to ensure an age-exclusive, mature adult community. Life Lease is more about creating a community of people, with shared interests and values, than it is bricks and mortar. Projects are designed for active adults and seniors, with similar interests and backgrounds, to fully enjoy their retirement years without the headaches associated with maintaining a single family home.

Life Lease buildings also have more extensive amenity areas to create a stronger sense of community and provide services and programs to residents. As residents age, support services can be provided, allowing them to maintain their independence for a longer period. It is also designed to enhance the resident's quality of life through facilities such as wellness and fitness centres, and easy-living features such as wider doorways, walk-in shower stalls with molded seats and grab bars.

Under a Life Lease arrangement, residents have exclusive use of their suites, an opportunity for market value return, and many of the same benefits as traditional home ownership. The Life Lease interest also provides residents with shared use, in common with other residents, of all common areas and building amenities. Once the project is constructed, residents share in the ongoing operating costs through payment of a Monthly Occupancy Fee, which is similar to a condo fee.

When residents wish to sell their Life Lease interest, they receive the market value of their suite. Residents are able to protect their investment and earn a return similar to the equity growth in their home or condominium. Life Lease enables active adults and seniors to purchase a place to live in communities designed to meet their changing needs. 4



3. Who can live in a Life Lease project?

dl'

The actual age criteria may differ slightly from project to project, with most projects falling into the 55 years of age and older category. This is the age requirement for Trinity Ravine Towers. In cases where one spouse or co-owner is not yet of age, the spouse or the co-owner is able to reside in the suite. Caregivers under the age of 55+, but older than 18 years are also allowed to reside in the suite. This occupancy restriction is intended to maintain a harmonious environment for mature adults and seniors, and create a stronger, more supportive community. Someone younger than 55 can purchase a suite, however, at least one resident must be 55+. i.e. Children can purchase a suite for their parents.

Does Life Lease really mean for "life?"

No. The Life Lease model selected for Trinity Ravine Towers has no termination date within the agreement. The lease can, therefore, extend in perpetuity. Upon the death of one spouse or co-owner, the Life Lease interest automatically transfers to the surviving spouse or co-owner, at no cost. Upon death of the second spouse or partner, the Life Lease interest automatically transfers to his or her estate. The resident's will may then prescribe the devolution of the suite. The beneficiary may retain the suite as an investment, and lease to another whose age qualifies the person for residency until the beneficiary's retirement, when the beneficiary may decide to take up residency or, may sell their Life Lease interest immediately at the current market value.

5. Who sponsors and finances a Life Lease project?

Life Lease sponsors have included churches, cultural organizations, nursing and retirement home operators, hospitals, private developers and municipalities. These sponsors develop the project and provide the necessary equity and financing, and, in most cases, continue to own and manage the project. The financing for construction and subsequent operation ultimately comes from the people who purchase Life Lease interests in the development. However, it is the sponsor, in this case Global Kingdom Ministries, that creates the vision and incurs the financial risks involved with development. Once the residents have taken occupancy of their suites, they pay a Monthly Occupancy Fee to share the cost of operating and maintaining the common areas, grounds and overall building.

6. Who actually owns and operates the project?

Trinity Ravine Towers is owned and operated by a numbered company which is controlled by Global Kingdom Ministries, with each purchaser having a life lease interest in their selected suite.

7. Can I register my Life Lease Occupancy Agreement on title?

Purchasers can register a "Notice of Agreement" on title to the property. Registration will ensure that your interest in the project is formally acknowledged on title and, once registered, you will receive notice of any future easements, encumbrances, liens, financing, etc. which might affect the property. Therefore, registration will protect your investment, similar to registering a deed on title to a house or condominium.

8. What kind of home warranty program applies to Life Lease?

The general contractor and sub-trades supply a one (1) year warranty on all building components, as well as extended warranties of up to five (5) years on major components such as roofing, services, etc., to provide additional protection for purchasers. In addition, unlike a condominium where the developer has no involvement after the project is turned-over to the residents, Trinity Ravine Towers will continue to be owned by Global Kingdom Ministries. Therefore, it is in the best interest of Global Kingdom Ministries to ensure that Trinity Ravine Towers is built to the best quality standards to ensure longevity.

9. Which legislation impacts Life Lease projects?

Trinity Ravine Towers has incorporated many provisions outlined under the Condominium Act into its Life Lease Occupancy Agreement. In addition, the Ontario Ministry of Municipal Affairs and Housing recently published a Life Lease Resource Guide (February 2014), and these best practices have also been incorporated into the agreements used for Trinity Ravine Towers. The Life Lease Occupancy Agreement being utilized for Trinity Ravine Towers is now being utilized by the majority of the projects in Ontario, and incorporates the disclosure and protection provisions recommended by the Ministry of Municipal Affairs and Housing.

PURCHASE AND SALE

1. Who is Global Kingdom Ministries?

Global Kingdom Ministries was founded 60 years ago as a not-for-profit organization. We are a multicultural group of believers with approximately 63 nations represented in our congregation. Global Kingdom Ministries believes in servicing its community and currently provides a variety of programs such as food drives, ESL adult classes, community involvement, children's soccer programs, community basketball and volleyball, programs for youth and young adults, a vibrant seniors ministry, summer camps for children and youth, divorce and relationship rebuilding seminars, soup kitchen ministry, to name a few.

2. What is Global Kingdom Ministries' mandate?

GKM's vision is the sponsorship of Trinity Ravine Towers, a 55+ adult lifestyle community, which is designed to enhance residents' quality of life. The age-in-place design, age-specific purchasers and extensive amenities are just a few key benefits available. Trinity Ravine Towers is the ideal home for those looking to live in a caring and easy community. Experience the benefits of homeownership without the hassles associated with maintaining a single detached home.



3. What happens if Global Kingdom Ministries becomes insolvent or bankrupt?

Global Kingdom Ministries will establish each component of its campus as a separate property. Once all life lease suites at Trinity Ravine Towers are sold and occupied, there will be no financing or other encumbrances placed against this portion of the property. Therefore, should the organization ever become insolvent, ownership to Trinity Ravine Towers can simply be turned-over to the residents who may form a non-profit corporation to continue to own and operate the building.

4. How is my deposit protected?

2016

5%

Each purchaser's deposit is held in trust by Global Kingdom Ministries until the zoning amendment has been finalized and a construction manager has been hired. Only after all pre-development aspects have been successfully completed will your deposit be utilized. In addition, should the project not proceed, all deposits are fully guaranteed by Global Kingdom Ministries which has an asset base of approximately \$30 million.

5. Can I customize my suite?

Trinity Ravine Towers offers premium finishes and specifications so that purchasers will not have to upgrade to achieve quality. Shortly before construction commences, each purchaser will be provided with a selection of quality carpet, hardwood flooring, cabinetry, and paint colours to choose from. Purchasers also have the opportunity to select from a wide range of upgrades to these finishes by visiting the builder's Décor Centre. However, we believe upgrading is a personal preference, not a necessity at Trinity Ravine Towers.

6. Do I have to pay Land Transfer Tax on closing?

Pursuant to the provisions of Ontario Regulation 88/04, filed April 2, 2004, purchasers of life lease interests are now exempt from the payment of land transfer tax, provided that the life lease corporation is a not-forprofit corporation or a registered charity, and the purchaser is acquiring the life lease interest for the purpose of his or her occupancy of the suite, as his or her principal residence or the principal residence of his or her spouse, parent or same sex partner. Life Lease Units acquired for investment, to be leased to other individuals, are not exempt. You can view the Ministry's commentary in Land Transfer Tax Bulletin LTT 1-2004: http://www.trd.fin.gov.on.ca/userfiles/page_attachments/Library/3/mtiebul_ltt1_2004.htm

7. What happens to our Life Lease interest upon death?

Upon death, your market value Life Lease interest transfers to your estate, which may decide to retain your interest and suite, or transfer, or sell it to another party at the current market value. It is up to your estate to establish the selling price and negotiate the final transfer price, the same as owning a home or condominium. Global Kingdom Ministries will maintain a waiting list of interested buyers, and their Director of Sales will assist in every way possible to find a suitable purchaser for your Life Lease interest, when you wish to sell. A real estate broker can be used in the re-sale of the suite.

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8. Can I purchase a suite in the names of my children?

Yes. You can note any family member you wish on your Life Lease Occupancy Agreement as the "Purchaser," however, only those noted "Residents" can occupy your suite. Whoever is noted that at least one "Resident" must meet the age requirement of 55 years or older.

9. How much does my estate or I have to pay on sale or transfer?

Purchasers may sell or transfer their Life Lease interest at any time at a selling price established by them. Paragraph 34 of the Life Lease Occupancy Agreement stipulates that Global Kingdom Ministries will receive a 5% administrative and transfer fee. This fee, which is similar to a real estate commission, will provide funds to coordinate the transfer, including legal fees, as well as funds for ongoing marketing of Trinity Ravine Towers. This fee is paid from the closing proceeds received by the selling resident who retains the remaining 95%. Unlike a typical real estate transaction, it is the sponsor that must coordinate the transfer of the Life Lease interest on behalf of the seller, and deal with the purchaser and/or their lawyer to ensure all documentation is provided. Any surplus portion of the administration and transfer fee becomes an asset of Global Kingdom Ministries and can be expended on other facilities and services for seniors as dictated by its mandate.

MANAGEMENT AND OPERATION

1. Are pets permitted?

Pet will be allowed on specific floors.

2. What is the Monthly Occupancy Fee and is H.S.T. included?

Each resident pays a Monthly Occupancy Fee based on the size of their selected suite. These monthly fees are fixed for the 1st year of operation and will be confirmed prior to completion of Trinity Ravine Towers. The Monthly Occupancy Fees includes H.S.T.

3. What happens to my Monthly Fees when operating costs increase?

The Monthly Occupancy Fees are set at the break-even cost of operating Trinity Ravine Towers. The actual operating costs are reviewed annually by the Board of Global Kingdom Ministries. With assistance from residents, the goal is to keep the monthly costs as low as possible so that future increases can be minimized.

4. Who is responsible for management and maintenance?

The Monthly Occupancy Fee paid by each resident covers the cost of administration and maintenance, which will be overseen by the Board of Global Kingdom Ministries. A Replacement Reserve Fund is also established



within the Occupancy Fee, to cover the replacement of major capital building components. Repairs maintenance and replacement of finishes and fixtures within each suite are the responsibility of the resident. The Monthly Occupancy Fee for the first year of operation will be confirmed and locked-in upon completion.

5. Who is responsible for repairs within my suite?

Purchasers and residents are responsible for all repairs and maintenance within their suite, except those components that are common to the building (i.e. exterior doors, windows, fan-coil/heat pump units and plumbing systems, etc.). A Replacement Reserve Fund has been established within your Occupancy Fee to cover the replacement cost of all common building components.

6. Who is responsible for repair and replacement of appliances?

Although quality appliances are included in the price of your Life Lease suite, residents are responsible for repairs and maintenance associated with these appliances. All appliances are owned by the purchasers and can be transferred or sold with the suite or upgraded at the purchaser's discretion.

7. Can I rent my Suite?

20'

Yes, subject to the written approval of Global Kingdom Ministries and the resident meeting all of the eligibility and admission criteria for Trinity Ravine Towers.

8. What type of heating/air-conditioning system will be installed?

The heating and cooling source for each suite will be a central, high-efficiency, natural gas boiler and chiller system located on the roof. The utility costs associated with this central system are included as part of the Monthly Occupancy Fee for each suite. Each suite has its own independent thermostat to control the desired temperature through a fan-coil unit located in the suite. This fan-coil unit is like a forced-air furnace that distributes the heating or cooling throughout your suite through a network of air ducts located along the perimeter walls. There is no switchover date for this modern system, so you can have heat or cooling 12 months a year. Annual maintenance of the fan-coil unit is included in the Monthly Occupancy Fee for each suite.

9. Is there security in the underground parking area?

The parking for residents of Trinity Ravine Towers will be secure and separate from that of the retail and commercial tenants. When entering the garage, residents must utilize a remote transmitter, which is similar to a garage door opener. The garage door will close immediately after your car has traveled into the garage. The parking garage will meet or exceed municipal standards for underground parking with surveillance cameras and security access system to the lower lobbies for maximum security. Anyone wishing to enter the building from the parking level must either have a FOB or building pass card or must gain access from a

. 113

resident by using the security-controlled entrance phone system in the main lobby. The main building access doors will also be equipped with power door openers for the residents' convenience. There is also additional lighting provided in the underground parking to ensure a safe and well lit environment for residents.

For more information, please speak to a Sales Representative. E. &. O. E.

Appendix J

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Appendix K

GKM Board Meeting Minutes

Date: December 17, 2018 Location: 1250 Markham Road Time: 7:00 p.m.

Attendees:	Pastor Bob Johnston Cheryl Searles	Kern Kalideen Korrie Silver	
	Paul Singh	Rajan Vyravipillai	
	Donna Lodu	Johnson Babalola	
	Mark Steele	Laura Lau(absent)	
	Chris Kean(absent)	Robert Clarke	
	Sonia Goodridge	Jeremy Anderson	
Guests:	Pastor Godfrey Adderley David Tang	Pastor Ben Johnston	

The meeting was opened in prayer at 7:15 p.m. by Pastor Bob Johnston and then handed over to Kern Kalideen to present the topic for the evening's meeting. The item on the agenda being the approval of the resolution prepared by our lawyers at Miller Thompson to pursue the matter of establishing two separate entities (corporations) for the immediate purpose of helping to secure financing for TRT construction. Construction financing will likely require at least a severance of the parcel of lands (North and South Parcel) for mortgage purposes and RBC will likely insist on consenting to releasing the north parcel for construction financing. Kern noted that RBC has not objected to releasing that north parcel of land but they have requested an updated valuation on the property which we have provided. However, we still need to provide audited financial statements to RBC, which is now in progress in order for them to give official consent. The situation was taken to our lawyers at Miller Thompson for legal advice and the presented a memorandum which includes a resolution to pursue their recommended approach for restructuring. David Tang, partner at Miller Thompson, joined the meeting at 7:25 and took the board through his understanding of the situation. Mr. Tang then presented the options for consideration as outlined in detail in the Memorandum distributed to the board of directors. How do we do this? There were two options presented:

- a) Mortgage severance is one option Where we sever the property for mortgage purposes and the construction financing would be held on the North Parcel and the current GKM mortgage would be on the south parcel where the church building is.
- b) Then we looked at an actual severance creating 2 separate entities. This option deals with the separation of vision and focus between the two entities operations as well as contractual and operational risks.

The question then becomes how do we do pursue option b quickly and effectively? We cannot give the land away to a non-charity. CRA recognizes Seniors Housing is a charitable venture. Can we find another charity to take over? Do we begin the process to incorporate? Some of the key questions raised:

Is there any other benefit to doing a take over? ((Donna Lodu) - The main benefit is the timing issue. A "takeover" is much quicker than starting the incorporation process from scratch. Downside is who knows what comes with it?

The suggestion was tabled at approaching 5n2 Soup Kitchens who just received their charitable status. However, the preference is take over another church's charitable number.

Can we create an NFP instead of a Charitable organization and GKM lease the lot to the NFP? (Paul Singh) – We would have to charge fair market rent and a long-term lease goes into the territory of sale at that point. Gifting also has very strict meaning. A lease of over 50 years attracts Land Transfer tax.

Once we register a new corporation. How does that affect our history? (Johnson Babalola) - This is definitely a consideration for GKM if we went the route of GKM charitable number moving to TRT and GKM pursuing a new charitable number.

The only member of the TRT corporation would be GKM – Only GKM gets to elect Directors

Pastor Godfrey Adderley who sits on of the PAOC chaplaincy committee who was at the meeting as a guest mentioned that there were two churches that are closing in the PAOC Eastern District. One is incorporated but finances are not in a good state. Another is a registered Charity but not incorporated We can take over another charitable number and then incorporate. Incorporating a church can be done in 2 weeks. However, the process to obtain a charitable status can take at least 6 months.

Can we not take over charity for TRT? – The alignment of purposes is more open to scrutiny for a take over of another charity. The risk already exists that CRA could revoke charitable status for TRT – e.g. Life lease is not liked or well understood. David Tang stated that the preference is to take over another church. There were questions raised about how this would be communicate to the church members as such a decision would likely require membership approval. The consensus was that we would need to be very clear and thoughtful in our communication.

After a period of questions and deliberations with David Tang, the proposed resolution was read for the board members in attendance. It was clarified that the resolution is not the final one and that any findings and final approval for transfers of land would still need to come back to the board for final approval. The resolution as read was approved appointing Johnsons Babalola and Kern Kalideen to work with David Tang on this matter. David Tang was then thanked for his time and he was allowed to leave.

The board then continued in further deliberation on the status of construction financing. The major concern being raised is the length of time it is taking to obtain financing and therefore commence construction a well as the cost being incurred in the meantime for parking structure. Kern Kalideen, CEO and project lead explained that it may take another 3 months before financing is approved.

The meeting was closed in prayer at 9:25 p.m.

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.

Appendix L

Attendees:

Jeremy Anderson Pastor Bob Johnston Cheryl Searles Paul Singh Johnson Babalola Mark Steele Chris Kean Sonia Goodridge Kern Kalideen Korrie Silver Rajan Vyravipillai Donna Lodu Laura Lau (absent) Robert Clarke (absent)

Pastor Bob opened the meeting at 7:10 pm in prayer mentioning specific needs, for healing as well for children going back to school. The meeting was then handed over to Kern Kalideen to for the item on the evening's agenda which is an update on the TRT Project and status of financing. Kern began by reviewing previous plans presentations as marker of where we have come from.

Kern spoke to his Memo shared with the board on the status of financing. Key factors affecting current status include the following:

The reality is that hard construction costs have increased significantly since the inception of the project. We have been able to realize some significant savings by deciding to go with pre-cast concrete than traditional cast-in-place for the towers. Costs would be at least \$6 million more if we went with cast-in-place.

Units sold during the earlier phases of the project were sold at a price lower than market average and this is negatively impacting our pro-forma budget.

It seems that Murray & Company does not want to work with us anymore and Kern believes they have not necessarily done as much as they could in our best interest. The brokers have come back to Kern to suggesting that we just sell the land.

Kern spoke to the options presentation in more detail the memo.

- 1. Continue with the project and push for financing. It is still a profitable venture
- 2. A Joint Venture with an existing developer.
- 3. Sell the land (this being the last resort scenario, but still not an unprofitable one).

Important to note is that any of the options above will not leave the church in a negative financial position (i.e. Bankrupt or in debt). What will be important is how we communicate any decision made on the future of the project.

Pastor Bob emphasized that having an exit strategy for this nature is project necessary. Pastor Bob stressed that we need to use wisdom and even decide to sell it is not a loss because we would be further ahead than where we years ago where we will be able to proceed with ministry activity and invest in ministry

Kern also noted that we are not at a loss either because the work we have done to date has significantly increased the value of the land. The development charges alone have made the land more profitable.

In terms of a timing for deciding on what how we will proceed, Kern has requested a few more weeks to work on financing before we decide. With Kern going in for a major surgery tomorrow, he will need a few more weeks to work on the financing himself.

The board does need to be comfortable with any decision made, and we will have a better idea of financing one Kern meets with lenders after he has recovered from surgery.

There we some questions and discussions which ensued around the presentation and the options including profitability of a joint venture; how we would communicate the decision to our congregation as well and the impact to those who have purchased; concerns on selling the property to another developer.

We should continue to review the drafts of the By-Law for Trinity Ravine and GKM but also bear in mind that we are considering the future of the project itself and therefore the need to restructure.

Pastor Bob thanked Kern for his time and effort and then had the board gather around Kern and pray for him as he prepares to go for surgery. The meeting was closed at 8:25 pm.

Appendix M



September 23, 2019

Mrs. Smruti Paymaster 78 Boulderbrook Drive Scarborough, ON M1X 2C3

Dear Future Resident:

RE: 0201-WT

We are writing to advise you that our construction management team has reviewed the status of our current building project and its resulting impact on your current closing date.

Accordingly, Trinity Ravine Towers wishes to notify you that your closing date has been delayed to March 31, 2021. We will continue to monitor our construction progress closely. Please feel free to call our office at any time should you wish to have a verbal update as to the status of construction.

We would also like to welcome a new member to the TRT team. Kim Paris is our new receptionist and contact for deposit collection. Should you have any general inquiries, please call her at 647-876-5433.

Once again, we would like to thank you for choosing Trinity Ravine Towers. We look forward to seeing you at one of our events in the near future.

Sincerely,

Dianne Johnston Director of Resident Services 647-876-5433 x 231 diannejohnston@trinityravine.com

Sales Centre Office Hours

Monday – Thursday: 10am – 6pm (Closed 1pm – 2pm) Friday – Sunday: Closed

Appendix N

Global Kingdom Ministries Inc. Board of Directors Meeting

Date: July 7th, 2020 Location: Zoom Conference Call Time: 7:00 p.m.

Attendees:

Pastor Bob Johnston (Chair) Jeremy Anderson (Secretary) Chris Kean Johnson Babalola Mark Steele Kern Kalideen Sonia Goodridge Paul Singh Donna Lodu Laura Lau

1. Prayer

The meeting was opened in prayer at 7:04 p.m. after Pastor Bob Johnston read shared a reading from scripture and special mention was made for Jocelyn Evangelista's mom and Natalie Kepe's family.

2. Business

a) The evening's agenda dated the June 7th, 2020 was moved for acceptance as presented

Moved: Jeremy Anderson Seconded: Donna Lodu Carried

b) Minutes

The minutes of the previous meeting on June 9th, 2020 was moved for acceptance

Moved: Jeremy Anderson Seconded: Johnson Babalola Carried

c) Conflict of Interest Policy

Donna Lodu and Johnson Babalola to review the documents and suggestions and present final recommendation for board to approve.

d) KJK Ventures

The meeting proceeded with the agenda item of KJK Ventures which was raised by Paul Singh to be brought to the board to address the related party transaction note in the annual auditor's report. The related party transaction refers to the KJK Ventures being paid as a consultant on the TRC development project and Kern Kalideen's management role with the corporations. KJK Ventures is Kern's company.

1. Motion to consider termination of KJK Venture as CEO and consultant for GKM - Life Lease Project, that was established in March 2016 on the following grounds:

- Kern Kalideen is in a senior management role with financial interests at both GKM as well as KJK Ventures. This is a direct conflict of interest.
- Life Lease project is unofficially cancelled, and is in huge debt to pay back unit holders (Should a motion be passed to make the Cancellation of Life Lease Project?)
- The new CMHC affordable housing project business model is completely different from the original Life Lease Project.

2. Proposing a new contract for CMHC development project wherein Kern's management role is recommended to be in any one of the entities but not in both.

The perception of conflict with Mark Steele being involved in discussion or any decision making was addressed by Johnson Babalola. Mark's daughter and Kern's son children are related through marriage. Johnson advised there were two options: Mark could be excluded from all discussions on the matter or Mark can be present for discussions but be excluded from any voting on the matter. The board agreed that Mark Steele could remain for discussions but would be excluded from any voting on the matter.

After addressing the perception of conflict with Mark, Kern explained his memo and new fee proposal which acknowledged that given the change in the scope of the project form Life Lease to a potential CMHC backed project a revised fee structure for KJK Ventures was appropriate.

There was a lengthy period of discussion on the matter to understand the nature of the contract how it came into effect as many of the existing board members were not serving at the time the current contract was approved. Much of the comments reflected shared concerns by the board members on the matter:

1. CEO Role – There is lack of clarity around the CEO role and the who fills the role. Is it KJK Ventures or Kern Kalideen? The need for a CEO role was also discussed as members of the board felt a CEO was not needed for the church. A CEO role for the TRC once completed and operational is appropriate.

2. Existing Contract with KKJ Ventures. – It was agreed that the existing contract with KJK Ventures from 2016 was not a well drafted document was not sufficient in many areas. The document lacks an exit clause, liability clauses and limitation of liability. Any new contract signed with KJK Ventures written with proper consult and all the inefficiencies in previous contracts addressed.

Contract from 2014 to 2016- Why was the contract updated. There were two previous contracts. One form 2014 which was explained as the original contract signed at the inception of the project during its exploratory and conceptual phase. The 2016 contract replaced that contract from 2014 after the viability of the project was determined and a decision was made to pursue the development.

3. Other Contracts – A review of other contracts related to the TRC project may also be necessary. Are there overlaps in fees that we are paying to other consultants, project managers, while also paying KJK Ventures.

Independent professional is needed to provide consult and recommendation on these matters what is an appropriate compensation for the services that KJK Ventures provides.

Kern did comment that he may consider a direct contract with GKM, not through KJK Ventures since he wants to see the project completed and successful.

It was noted that on a high level there were 3 things that needed to be addressed.

1.) Conflict

- 2.) Contract
- 3.) Compensation

Kern's role as a Director is also a point of conflict and needs to be addressed. If Kern is removed as a director, we will no longer be at quorum based on current by-law. We need to confirm the requirements based on current by-law for GKM.

Donna Lodu will investigate the services of a consultant in Executive compensation and Johnson Babalola also knows an expert in Human Resources he can refer as an additional consult on the matter.

The meeting was adjourned at 10:02 pm.

Next meeting is scheduled for July 14th at 7:00 pm

Appendix O

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")

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

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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.

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Per: Johnson, Babalola

Nangeston: Director

Per

Nand System and Brown and Brown and System a

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Per: the

Name 25/2020 23:39:41 UTC Position:Director

Christ opher Rean Per:

Name 25/2020 23:30:54 UTC 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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)

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Document Status:	Signed	
	09/25/2020 22:31:42UTC	

mr.jdanderson@gmail.com

Sender: Signers:

mr.jdanderson@gmail.com, jbabalola@tpmattorneys.com, chriskean123@gmail.com, paulkeerthi@gmail.com

CC:

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Appendix P

GLOBAL KINGDOM MINISTRIES INC. (the "Corporation")

MINUTES of the Special Meeting of the Members of the Corporation, held at 1250 Markham Road, Scarborough and via conference call and video conference on Saturday, September 26, 2020, at 9:00 a.m./p.m local time.

PRESENT:

See attached Schedule A

being at least a quorum of the Members of the Corporation.

ABSENT:

ALSO PRESENT WITH THE CONSENT OF THE MEETING:

David Tang (Miller Thompson)

CHAIR AND SECRETARY

With the consent of the meeting, <u>Pastor Bob Johnston</u> acted as Chair of the meeting and <u>Jeremy Anderson</u> acted as Secretary of the meeting.

CONSTITUTION OF THE MEETING

The meeting began at 9:00 a.m. with a time of singing followed by an exhortation from Lead Pastor, Pastor Bob Johnston. The Chair, Pastor Bob Johnston, then officially called the business meeting to order at 9:20 a.m.

At least a quorum of the Members of the Corporation being present in person or represented by proxy, and notice calling the meeting being properly given to each Member in the manner required by law, the Secretary declared the meeting to be duly constituted for the transaction of business. The Secretary directed that a copy of the notice calling the meeting be attached to the minutes of the meeting. The Chair then called for a motion to dispense with the reading of the notice.

On motion made, seconded and carried, the following resolution was passed:

RESOLVED THAT the reading of the notice of the meeting is dispensed with.

The Chair then invited Christopher Kean, Director, and representative of the Finance Committee to present the 2019 Financial Audit Report Summary for 2019. An update on finances for 2020 and how GKM managed through the lockdown due to the Covid-19 pandemic was also shared with members. There was a positive shift towards online or electronic (txt2give) methods of giving and many continued to faithfully support the church financially during this challenging time. Following the presentation there was time allowed for question and answers following which the Chair thanked Mr. Kean and the committee and proceeded to the next update.

The Chair then invited Pastor Patrice Wheeler Next Gen Ministries, Pastor Elly Morin representing Discipleship, and Pastor Ben Johnston Senior Associate Pastor respectively to give and ministry updates. Pastor Patrice and Pastor Elly shared their updates with testimonies of how ministry and programs being offered by GKM have impacted the lives and children and adults alike. Pastor Ben Johnston shared a final update on activities done during the pandemic lockdown to reach out to GKM attendees and some of the plans in this regard going forward. An update was also shared on the positive shift to online viewing with many families connecting to services and times of prayer online. The chair thanked the pastoral team for the update and the meeting proceeded with an update on Trinity Ravine Community ("TRC")

Kern Kalideen, proceeded to share and update to the meeting on the TRC development project. Mr. Kalideen took the meeting high-level timeline from inception to where the project currently. It was shared with the congregation that project in early 2020 just around the time the Covid-19 pandemic the lenders decided to back out due to economic uncertainty resulting from the pandemic. However, talks which had begun with the CHMC back in 2019 were revisited and the development project is currently proceeding, but under an apartment rental development project backed by the CMHC. Communication indicating the change from life lease to a rental apartment development will be sent to those who had purchased units under the Life Lease agreement. There was time allowed for questions and answers following the presentation after which the meeting proceeded with the following resolutions.

The Chair then invited the Secretary of the meeting, Jeremy Anderson, to take the meeting through the resolutions.

ARTICLES OF AMENDMENT

The Secretary stated that it was now in order to pass a resolution authorizing the filing of Articles of Amendment to change the name of the Corporation from Global Kingdom Ministries Inc. to **Trinity Ravine Community Inc.** (the "**Articles**").

The Secretary presented a copy of the proposed Articles to the meeting and directed that a copy be attached to the minutes of this meeting.

The Secretary confirmed to the meeting that the Board approved the Resolution at a Special Meeting held on <u>September 17th</u>, 2020.

On motion made, seconded and carried, the following Special Resolution was passed:

RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- 1. The Corporation is authorized to change the name of the Corporation from Global Kingdom Ministries Inc. to **Trinity Ravine Community Inc.** by filing the Articles substantially in the form submitted to this meeting.
- 2. Any one (1) Officer or Director of the Corporation is authorized and directed to do, execute and perform all acts, documents and instruments necessary or desirable to give full force and effect to the foregoing, including, without limitation, the execution and delivery to Corporations Canada of the Articles and all other required documents.
- 3. The person executing the Articles is authorized and directed to make such technical changes in the Articles as may be required by Corporations Canada, with no recourse to the Board of Directors or Members to approve or confirm such changes, and any such

amendments made by such person shall be conclusive evidence of the need to make such amendments and are ratified, sanctioned and approved.

TRANSFER OF ASSETS AND EMPLOYEES

The Secretary then informed the meeting that it was in the best interests of the Corporation to transfer all of its assets used for church purposes (other than those associated with the residential development) including the church building and associated lands at 125 Markham Road to Global Kingdom Ministries Church Inc. ("**NewChurchCo**") and to enter into such agreements as are needed, including a Sale Agreement (the "**Agreement**") and property transfer documents with the effective date being October 1, 2020.

The Secretary also informed the meeting that the Corporation may be required to enter into various other ancillary agreements and/or documents contemplated by or relating to the Agreement (**"Ancillary Documents**").

The Secretary further stated that the employees of the Corporation associated with the church activities will be transferred to NewChurchCo effective on October 1, 2020.

The Secretary further stated that pursuant to section 214(6) of the *Canada Not-for-profit Corporations Act* (the "**Act**") approval for the Agreement must be approved by a Special Resolution of the Members. A Special Resolution, defined in the Act means a resolution passed by a majority of not less than two thirds (2/3rds) of the votes cast on that resolution or, in lieu of such confirmation, by the consent in writing of all the Members entitled to vote at such meeting.

The Secretary presented a copy of the Agreement to the meeting and directed that a copy be attached to the minutes of this meeting.

On motion duly made, and duly carried, the following resolutions were passed:

RESOLVED THAT:

- 1. The Corporation is authorized to do all things needed to transfer the church building and associated lands at 1250 Markham Road, Scarborough together with all of the assets of the Corporation used for church purposes (other than those associated with the residential development), to NewChurchCo and to enter into the Agreement, execute, and perform all duties and obligations under the Agreement, and any Ancillary Documents, pursuant to the terms and conditions thereunder.
- 2. The assets and the Corporation's employees associated with the church activities shall be transferred to NewChurchCo effective on October 1, 2020.
- 3. The Agreement submitted to the Members of the Corporation is approved and an agreement in substantially the same form and terms may be executed on behalf of the Corporation by any two (2) Officers or Directors of the Corporation, with such additions, deletions or amendments as such Officers or Directors may approve, execution by such persons to be conclusive evidence of such approval and that the agreement so executed is the Agreement authorized by this resolution.
- 4. Any two (2) Officers or Directors of the Corporation are authorized and directed to take such action, and execute and deliver such Ancillary Documents, whether under the corporate seal or otherwise, as may be necessary or appropriate in connection with the Agreement and otherwise to implement this resolution.

5. The execution and delivery of any Ancillary Documents which may have been executed or delivered prior to the adoption of these resolutions regardless of by which Director, Officer or other employee such agreement, instrument or document was executed and delivered, and regardless of any informality in such execution or delivery, be and the same hereby are ratified, approved and confirmed in all respects.

AMENDING BY-LAW

The Secretary stated that the Board had adopted amendments to the Corporation's General Operating By-law, By-law No. 3 to allow this meeting to occur with electronic and telephone attendees, and that it was now in order to pass a resolution confirming that amendment to the Corporation's General Operating By-law, By-law No. 3 (the "Amending By-Law"), to:

- (a) permit Members to attend meetings of the Members by telephonic or electronic means;
- (b) permit meetings of Members to be held entirely by telephonic or electronic means; and
- (c) reduce the quorum required for a meeting of the Members during the time that the Province of Ontario has declared an emergency to thirty percent (30%) of the total number of the members of the Corporation or twenty-five (25) persons, whichever is less.

The Secretary then called for a motion to pass a resolution to approve the Amending By-Law. On motion made, seconded and carried, the following resolution was passed:

RESOLVED THAT the Amending By-Law is approved by the Members of the Corporation.

CONFIRMATION OF BY-LAW NO. 2020-1

The Secretary stated that it was now in order to pass a resolution approving a new by-law to govern the corporation going forward as Trinity Ravine Community, Inc., being By-Law No. 2020-1 (the "**By-Law**") as a by-law of the Corporation, being an amending and restated by-law relating generally to the conduct of the business and affairs of the Corporation, and which By-Law was approved by the Board of Directors at a Special Meeting duly called and properly constituted on <u>September 17th</u>, 2020.

The Secretary also stated that the By-Law changes the membership structure of the Corporation and will repeal all prior by-laws of the Corporation.

The Secretary presented a copy of the By-Law to the meeting and directed that a copy be attached to the minutes of this meeting.

On motion made, seconded and carried, the following resolutions were passed:

RESOLVED THAT By-Law No. 2020-1, being a by-law relating generally to the conduct of the business and affairs of the Corporation, is confirmed as a by-law of the Corporation to take effect immediately upon termination of this Special Meeting of the Members.

TERMINATION

There being no business to be brought before the meeting, upon motion made, seconded and carried, the meeting was terminated.

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Robert Johnston

Name: Pastor Bob Johnston Chair of the Meeting

Ande

Name: Jeremy Anderson Secretary of the Meeting

SCHEDULE A

Membership List

First Name	Last Name	Status	Membership
Marsha	Wagner	active	Member
Patrice	Wheeler	active	Member
Windsor	Toussaint	active	Member
Aretha	Wharton	active	Member
Colleen	Jones	active	Member
Danny	Winnett	active	Member
Emmanuel	Yates	active	Member
Lloyd	Richards	active	Member
Radha	Permaul	active	Member
Rosvelt	Thomacin	active	Member
Samantha	Calder	active	Member
Sheneil	Armstrong	active	Member
Reuben	Thompson	active	Member
Anne	Lee	active	Member
Christene	Andrushko	active	Member
Esther	Fidelis	active	Member
Alexandrena	Cuffy	active	Member
Joanna	Ropero	active	Member
Judith	Kean	active	Member
Marcia	Thompson	active	Member
Monique	St. Aude	active	Member
Yolande	Castello- Thompson	active	Member
Anjali	Jacob	active	Member
Jasmine	Dunston	active	Member
Ayanna	Solomon	active	Member
Colin	Stephenson	active	Member
Dion	Andrushko	active	Member
Faith	Wilson- Thompson	active	Member
Ivan	Acuna	active	Member
Jeremy	Anderson	active	Member
Jocelyn	Evangelista	active	Member
Karen	Walker	active	Member
Lorenzo	Walker	active	Member
Nidhi	Roy	active	Member
Sarah	Ragoonath	active	Member
Vijaya	Sadowski	active	Member
Alphonso	Deeble	active	Member
Bessie	Antoniadis	active	Member
Beverley	Fenton	active	Member
Beverley	Murray-Paul	active	Member
Cheryl	McKie	active	Member
Chevanne	Simpson	active	Member
Cynthia	King	active	Member
Grace	Welch	active	Member
Judith	Hooper	active	Member
Juliana	Hayford	active	Member
Lee	Blake	active	Member
Lorraine	Taylor	active	Member
Lonaine	Taylol	active	Member

First Name	Last Name	Status	Membership
Phyllis	Castell	active	Member
Rose	Deen	active	Member
Tracy-Ann	Tulloch	active	Member
Yvonne	Nixon-Deeble	active	Member
Robert	Johnston	active	Member
Elly	Morin	active	Member
Rudolph	Lindo	active	Member
Roopan	David	active	Member
Samantha	Alfred	active	Member
Brunet	Valescot	active	Member
Melissa	Small	active	Member
Andrew	Campbell	active	Member
Barbara	Franklin	active	Member
Devanand	Nathan	active	Member
Kern	Kalideen	active	Member
Carla	Stephens	active	Member
Kimberly	Niles	active	Member
Dalston	Ramalingam	active	Member
Tammy	Issacs	active	Member
lan	Thompson	active	Member
Peter	Needham	active	Member
Donna	Lodu	active	Member
Michelle	Dixon	active	Member
Dianne	Johnston	active	Member
Marc	Wagner	active	Member
Andrew	Asare	active	Member
Kassi	Jose	active	Member
Victor	Morin	active	Member
Barbara	Jones	active	Member
Ditina	Mvovi	active	Member
Selene	Fernando	active	Member
Maureen	Chandler	active	Member
Maureen	Watson	active	Member
Annette	Alfred	active	Member
Beatrice	Roberts	active	Member
Cheryl	Searles	active	Member
Mark	Steele	active	Member
Audrey	Wright	active	Member
Glenda	Courtney-Martin	active	Member
Rajan	Vyravipillai	active	Member
Thomas	Thattil	active	Member
Lorna	Francis	active	Member
Kathie	Giles	active	Member
Buelah	Peter Chrysostom	active	Member
Joy	Chrysostom	active	Member
Pamela	Carrington	active	Member
Sonia	Bernard	active	Member
Nicole	Lahaie	active	Member
Nan	Kajendran	active	Member
Christopher	Bailey	active	Member
Angie	Anthony	active	Member
Debbie	Johnson	active	Member
Sandra	Ulloa	active	Member
First Name	Last Name	Status	Membership

Arlene	Payne	active	Member
Glad	Emedeke	active	Member
Theresa	Bukuroh	active	Member
Maithri	Patrick	active	Member
Rebecca	Mosios	active	Member
Subrina	Chowtie	active	Member
Christine	Thavarajah	active	Member
Shukura	Alleyne	active	Member
Pat	Gilbert	active	Member
Veronica	Adderley	active	Member
Lewis	Pittman	active	Member
Wendy	Smart	active	Member
Yvonne	Wood	active	Member
Josh	Wallace		Member
Xanet		active	Member
	Murray	active	
Addell	Fergus	active	Member
Adewunmi	Ajayi	active	Member
Alice	Asamoah	active	Member
Mary		active	Member
Armando	Villegas	active	Member
Barbara	Girdharry	active	Member
Barbara	Brewster	active	Member
Bernadette	Gonsalves	active	Member
Bernice	Philbert	active	Member
Brenda	James	active	Member
Celina	Tucker	active	Member
Chona	Ropero	active	Member
Christopher	Williamson	active	Member
Claudia	Campbell	active	Member
Coral	Carter	active	Member
Curtis	Bennett	active	Member
Dieudonne	Filias	active	Member
Disila	Mvovi	active	Member
Dora	Parmassar	active	Member
Elsa	Lawrence	active	Member
Enid	Williams	active	Member
Erlinda	Villegas	active	Member
Faustin	Nixon	active	Member
Faustina	Boampong	active	Member
Harold	Welch	active	Member
Hyacinth	Dennie	active	Member
lvylyn	Goffe	active	Member
Johnson	Soans	active	Member
Josephine	Masuka	active	Member
Joyceline	Tomlinson	active	Member
Judith	Kerr	active	Member
Juliette	Kalideen	active	Member
Kathy	Dwyer	active	Member
Kofi	Asamoah	active	Member
Leonora	Marcial	active	Member
Leyland	Permaul	active	Member
Lina	Nedion	active	Member
		Т	
Linval	Hamilton	active	Member
Linval Lorna	Hamilton Fowler	active active	Member Member

Mabel	Unnah	active	Member
Margaree	Lyons	active	Member
Margaret	Miller	active	Member
Marie	Francis	active	Member
Marlene	Williams	active	Member
Marva	Newell	active	Member
Marvalyn	Whyte	active	Member
Mary	Bonadie	active	Member
Meiko	Ashby	active	Member
Melinda	Noche	active	Member
Melvina	Henry	active	Member
Myrtle	Thomas	active	Member
Norma	Charles	active	Member
Novlett	Hamilton	active	Member
Patricia	Ibrahim	active	Member
Patricia	Johnston	active	Member
Patricia	Rhoden	active	Member
Paul	Omonoyan	active	Member
Paul	Richardson	active	Member
Phica	Charitable	active	Member
Racquel	Adams	active	Member
Ravi	Somasundaram	active	Member
Ronald	Ratnam	active	Member
Rose	Beckles	active	Member
Rosie	Young	active	Member
Rudolph	Gaskin	active	Member
Ruth	Silva	active	Member
Sherma	Penny	active	Member
Solomon	Arenas	active	Member
Theresa	Girdharrie	active	Member
Victoria	Bennett	active	Member
Wendell	Jordan	active	Member
Winnette	Bedassie	active	Member
Yvonne	Hylton	active	Member
Zie	Sidambe	active	Member
Sharmini	Subramaniam	active	Member
Joslyn	Smith	active	Member
lcyline	Mclennon	active	Member
Tracy	Benoit	active	Member
Lolita	Wilson	active	Member
Wei	Jian	active	Member
Karon	Miller	active	Member
Gerald	Bonadie	active	Member
Irene	Vyravipillai	active	Member
Adenike	Adeyemi	active	Member
Laura	Lee	active	Member
Jenny	Charitable	active	Member
Robyn	Fairweather	active	Member
Clarence	Small	active	Member
Christina	Sathaseevan	active	Member
Sindiswa	Моуо	active	Member
Pamela	Ferguson	active	Member
Paul	Singh	active	Member
Jeanette	McLeod	active	Member
First Name	Last Name	Status	Membership

Lorna	Burgess	active	Member
	Dean	active	Member
Ruby Pam	John	active	Member
Cynthia		active	Member
•	McLean Lake		Member
Denise		active	
Gloria	Thomas	active	Member
Nadine	Foskin	active	Member
Natalie-Ann	Kepe Stanton-	active	Member
Augustine	Andrews	active	Member
Robin	Gobin	active	Member
Sandy	Lee-Gobin	active	Member
Tamara	McKinson	active	Member
Joanne	Eldon	active	Member
Gwendolyn	Mahon	active	Member
Норе	Andrews	active	Member
Chandru	Thangarajah	active	Member
Pauline	McGregor	active	Member
Ava	Harry	active	Member
Elly	Johnson	active	Member
Alex	Quartey	active	Member
Alex	Khoury	active	Member
Russin	Quartey	active	Member
Eleanor	Ashley	active	Member
Alrick	Ashley	active	Member
Adela	Toney	active	Member
Donetta	Stewart	active	Member
Angella	Boswell	active	Member
Arulnathan	Sivaanpu	active	Member
Errol	Jones	active	Member
Robinson	Emedeke	active	Member
Tamaraukro	Efegi	active	Member
Bernice	Morgan	active	Member
Beryl	Phillips	active	Member
Beverley	Lindo	active	Member
Beverley	Williams	active	Member
Brian	Murphy	active	Member
Brenda	Bennett	active	Member
Vasuki	Murphy	active	Member
Marilyn	Adderley	active	Member
Erin	Asare	active	Member
Carmel	Kurup	active	Member
Carrie	Bigelli	active	Member
Cherry	Smith	active	Member
Celia	Bernardo	active	Member
Christopher	Archer	active	Member
Kedesha	Archer	active	Member
Clara	Neequaye	active	Member
Melissa	Bruno	active	Member
Mary	Small	active	Member
Kennisha	Gray	active	Member
		1	1
Rachel	David	active	Member
Rachel Anthony	David Okoeka	active active	Member Member

	I	1	I
Dwight	Thomas	active	Member
Curline	Dennie	active	Member
Daisy	Kerr (Davis)	active	Member
Elvira	Gamiao	active	Member
Carmel	Beazer-Weekes	active	Member
Doreen	Blackburn	active	Member
Ellecia	Garrick	active	Member
Esther	Carter	active	Member
Doreen	Tulloch	active	Member
Farook	Inshan	active	Member
Renny	Inshan	active	Member
Gavin	Glasfurd	active	Member
Gloria	Glasfurd	active	Member
Gina	Pomone	active	Member
Edith	Asare	active	Member
Ranji	Thambirajah	active	Member
Hyacinth	Hennie	active	Member
lvor	Woolridge	active	Member
Jean	Chinniah	active	Member
Kamal	Zarand	active	Member
Jude	Patrick	active	Member
Maribel	Acuna	active	Member
Wilhelmina	Jones	active	Member
Karen	Wilson	active	Member
Ursula	Dunston	active	Member
	Lim		
Joyce		active	Member Member
Jean	Lynch		
Karen	Warner	active	Member
Jackie	Williamson	active	Member
Leonard	Profeiro	active	Member
Leila	Drakes	active	Member
Linda	Murray	active	Member
Leoni	Malcolm	active	Member
Louise	McKenzie	active	Member
Odalis	Cabrales Mieres	active	Member
Tom Armando	Lodu	active	Member
Khiustin	Alvarez Cruz	active	Member
Yvonne	Williams	active	Member
Ben	Johnston	active	Member
Josiah	Nyembwa	active	Member
Kristina	Jansen	active	Member
Ryan	Anthony	active	Member
Barbara	Jeyaseelan	active	Member
Carol	Nicholls-	active	Member
Carol	Merdjanian		Member
Olajide	David	active	Member
Susan	Williams	active	Member
Nickisha	Carrington	active	Member
Valerie	Williams	active	Member
Satya	Teli	active	Member
Dina	Osman	active	Member
Kassahun	Ayalkebet	active	Member
Carlene	Ross	active	Member
Donovan	Ross	active	Member
First Name	Last Name	Status	Membership

Samson	Oke	active	Member
April	Luke	active	Member
Sueann	Colquhoun	active	Member
Manolito	Mendoza	active	Member
Sherrieann	Farrell	active	Member
Herma	Malcolm	active	Member
Verna	Malcolm	active	Member
Christine	Graham	active	Member
			Member
Alimay	Campbell	active	Member
Sherrie-Ann	Pitt-Ashby	active	
Dezzy	Nyembwa	active	Member
Miguel	Puno	active	Member
Falcon	Campbell	active	Member
Chris	Jackson	active	Member
Anella	Jumamoy	active	Member
Asha	Shreves	active	Member
Alfred	Akindeinde	active	Member
Andrea	Williams -	active	Member
Rejoice	Emore	active	Member
Tess	Mandosa	active	Member
Elvis	Lee	active	Member
Maureen	Ollivierre	active	Member
Veronica	Wells	active	Member
Jerald	Sokoloski	active	Member
Sandra	Gabriel	active	Member
Owen	Shaw	active	Member
Joanne	Ernewein	active	Member
Sonia	Jackson	active	Member
Benjamin	Porter	active	Member
Shantel	Chambers	active	Member
Ryan	Beckett	active	Member
Joyce	Manikiza	active	Member
Laura	Nyembwa	active	Member
Thaicka	Jean-Francois	active	Member
Parbattie	Rambajue	active	Member
Artley	Bailey	active	Member
Avedis	Merdjanian	active	Member
Rosemonde	Jean-Francois	active	Member
Gladys	Boampong	active	Member
Catherine	Smith	active	Member
Ogbemudia	Idahosa	active	Member
Abel	Ekun-Sawyerr	active	Member
Abel	Ekun-Sawyerr	active	Member
Sathya	Gnaniah	active	Member
Chester	Campbell	active	Member
Chinedu	Aneke	active	Member
Murry	Morrison	active	Member
Joseph	Dunston	active	Member
Maria	Goodridge	active	Member
Maurice	Fairweather	active	Member
Durrant	Shreves	active	Member
Lydia	Martinez-Pittman	active	Member
Judith	Dacres	active	Member
oddian	Ducico	0.01.10	
Dionne	Williams-Wilson	active	Member

Mon	Kaliali		Morehan
Mary	Koliaki	active	Member
Marie	Browne	active	Member
Monica	McDowell	active	Member
Nicole	Adams	active	Member
Mereda	Wellman	active	Member
Morris	Byfield	active	Member
Michelle	McIntosh	active	Member
Joyce	Farquharson	active	Member
Myrleen	Gaskin	active	Member
Gwendolyn	Hosey	active	Member
Keerthi	Singh	active	Member
Peter	Chandler	active	Member
Shirley	McLeary	active	Member
Joy	Lebel	active	Member
Regina	Somanath	active	Member
Shereen	Athithan	active	Member
Sandra	Dixon-Chung	active	Member
Samuel	Asamoah	active	Member
Stella	Miggins	active	Member
Theresa	Boadi	active	Member
Savitri	Hassan	active	Member
Anita	Gaskin	active	Member
Sandra	Stephen	active	Member
Shirley	Morris-Joseph	active	Member
Sybil	Henry	active	Member
Sangeeta	Thattil	active	Member
Valerie	Alphonso	active	Member
Valerie	Harris	active	Member
	Barnswell		Member
Victoria Yvonne	McKenzie	active active	Member
Brenton	Palmer	active	Member
Jacqueline	James	active	Member
Benedicta	Colaco	active	Member
Andrew	Colaco	active	Member
Arulnathan	Soosaipillai	active	Member
Christine	Walker	active	Member
Victor	Nathan	active	Member
Josephine	Astilla	active	Member
Sue-Ann	White	active	Member
Pearletta	Nolan	active	Member
Maggie	Jeffrey	active	Member
Pauline	Hoskins	active	Member
Vale	Campbell	active	Member
Madge	Currie	active	Member
Naresh	Weerasooriya	active	Member
Michelle	Roberts	active	Member
Lady	Ignacio	active	Member
Robert	Stephens	active	Member
Brian	Wishart	active	Member
Salvacion	Dativo	active	Member
Helga	Lodu	active	Member
Lowell	Dativo	active	Member
Jose	Ulloa	active	Member
Terrence	Francis	active	Member
First Name	Last Name	Status	Membership
I II ST INDITIE	Last Name	Jaius	mennersnih

Jean	White-Douglas	active	Member
Margaret	Emanuel	active	Member
Mary	Richards	active	Member
Shirley	Airdrie	active	Member
Clarabelle	Clarke	active	Member
Carlene	Binns	active	Member
Lucilda	Bryan	active	Member
Norma	Hamilton	active	Member
Mignonne	Ratnam	active	Member
Aline	Mbawoot	active	Member
Shafizan	Ali	active	Member
Mardy	Dixon	active	Member
Vijithiny	V. Moorthy	active	Member
Sherine	Richards	active	Member
Michelle	Curtis	active	Member
Christalene	Permaul	active	Member
			Member
Norma Marcia	Needham	active	
Marcia	Gayle	active	Member
Patricia	Scott	active	Member
Shalomi	Bhoolai	active	Member
Ezra	Suyom	active	Member
Fred	Mitchell	active	Member
KE	Wilson-Mitchell	active	Member
Anthony	Wilson	active	Member
Ann	Nevins	active	Member
Nobert	St. Jacques	active	Member
Loreen	Ackah	active	Member
Jackie	Wilson	active	Member
Christine	Bonadie	active	Member
Margaret	Sarben	active	Member
Marva	Smith	active	Member
Eustace	Peiris	active	Member
Claire	Johnson	active	Member
Madge	Allen	active	Member
Seymour	Allen	active	Member
Dawn	Miller	active	Member
Marie	Valescot	active	Member
Rosanna	McKoy-James	active	Member
Clee	Brathwaite	active	Member
Joshua	Rambajue	active	Member
Lavenya	Lavindra	active	Member
Olga-May	Smith	active	Member
Beulah	Esuk	active	Member
Leah	Asetre Ricafort	active	Member
Floreen	Chambers	active	Member
Shanthi	Rajaratnam	active	Member
Carolyn	Millen	active	Member
Suvarna	Karem	active	Member
Vanbourne	Holder	active	Member
Manohar	Karem	active	Member
Princess	Longkines	active	Member
Omar	Williams	active	Member
Pamela	James Smith	active	Member
	1	1	
Gina	James	active	Member

-			
Truman	Arokianather	active	Member
Davilyn	Brown	active	Member
Christopher	Kean	active	Member
Bukola	Babalola	active	Member
Lina	Cadet-Thomacin	active	Member
Patricia	Browne	active	Member
Mercy	Kamukama	active	Member
Arlette	Gbongbe	active	Member
Ralph	Burnside	active	Member
Errol	Brissett	active	Member
Lath	Gbongbe	active	Member
Lydia	Ekun-Sawyerr	active	Member
Paula	Eriya	active	Member
Meloney	Brissett	active	Member
Marcia	Burnside	active	Member
Molly	Samuel	active	Member
Joy	Brown	active	Member
Aisha	Nixon	active	Member
Uldean	Reid	active	Member
	Gaskin	active	Member
Shirley			
Everton	Shand	active	Member
Marjorie	Shand	active	Member
Halcyone	Hamilton-Rocke	active	Member
Marcia	Rodney	active	Member
Tito	Tanjuakio	active	Member
Maria	Arenas	active	Member
Evangeline	Andes	active	Member
Dianne	Gillespie	active	Member
Rosetta	Monasar	active	Member
Osas	Izebhokun	active	Member
Moya	Gayle McLean	active	Member
Felicia	Ogobor	active	Member
Angeline	Scoburgh	active	Member
Franca	Ohashi	active	Member
Sonia	Hopwood	active	Member
Keniesha	Stephens	active	Member
Anuraag	Teli	active	Member
Marlene	Ashman	active	Member
Michael	Lewis	active	Member
Nadine	Lewis	active	Member
Donna	Rossi	active	Member
	Palm		Member
Robert		active	
Omolara	Adesina	active	Member
Adeyinka	Adesina	active	Member
Maria	Diesta	active	Member
Bonifacio	Diesta	active	Member
Yvienne	Fleurercois	active	Member
Lucy	Infanti	active	Member
Ruby	Ramnauth	active	Member
Sharon	Нау	active	Member
Gloria	Oxley	active	Member
Jonaria			1
Jonana	Enriquez	active	Member
John	Enriquez Fapo	active active	Member Member

Etekambe	Obong	active	Member
Glendon	Watson	active	Member
lvy	Boreland	active	Member
Cynthia	Bondoc	active	Member
Ashlee	Palmer	active	Member
Abelina	Ekun-Sawyer	active	Member
Lois	Obeng- Amankwah	active	Member
Kayla	Searles	active	Member
Tobi	Ojolola	active	Member
Jitendra	Banerjei	active	Member
Molly	Banerjei	active	Member
Onyekachi	Kalu	active	Member
Marian	Hamilton	active	Member
Barbara	Stewart	active	Member
Nelly	Brown	active	Member
Monina	Navarrete-Mayo	active	Member
Ramona	Jordan	active	Member
Judy	Lee	active	Member
Icine	Wiltshire	active	Member
John	Emore	active	Member
Sonia	Goodridge	active	Member
Calvin	Andrews	active	Member
David	Rambajue	active	Member
David	Brown	active	Member
Faith	Thompson	active	Member

Appendix Q

Propertie	ى
PIN	06179 - 0128 LT Interest/Estate Fee Simple with New Easement Split
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 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH).
	RESERVING 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.
	RESERVING 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.
	RESERVING 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.
	SEE PROVISIONS CONTAINED IN ATTACHED EASEMENT AGREEMENT.
	BEING PART OF THE PIN.
Address	1250 MARKHAM ROAD SCARBOROUGH
Consider	ation
Consideration	a \$0.00
Transfero	or(s)
he transfero	r(s) hereby transfers the land to the transferee(s).

Address for Service 1250 Markham Road

Toronto, ON M1H 2Y9

I, Kern Kalideen, C.E.O., have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)		Capacity	Share
Name	GLOBAL KINGDOM MINISTRIES CHURCH INC.		
Address for Service 1250 Markham Road Toronto, ON M1H 2Y9			

Statements

The Committee of Adjustment for the City of Toronto (Scarborough Panel) has consented to the severance herein. See Schedules Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 20

Fax 416-595-8695 I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my profession standards. I have the authority to sign and register the document on behalf of all parties to the document. Eric Christopher Laxton 40 King Street West, Suite 5800 acting for Signed Toronto M5H 3S1 Tel 416-595-8500 Fax 416-595-8695 I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my profession acting for Transferee(s) I have the authority to sign and register the document on behalf of all parties to the document. I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my profession acting for Transferee(s) I have the authority to sign and register the document on behalf of all parties to the document. I have the authority to sign and register the document on behalf of all parties to the document. I have the authority to sign and register the document on behalf of all parties to the document. Submitted By MILLER THOMSON 40 King Street West, Suite 5800 Toronto M5H 3S1 Tel 416-595-8500	2021 04 1
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Toronto M5H 3S1 Tel 416-595-8500	
	2021 04 16
Fax 416-595-8695	
Fees/Taxes/Payment	
Statutory Registration Fee \$65.30	
Provincial Land Transfer Tax \$0.00	
Municipal Land Transfer Tax \$0.00	
Total Paid \$65.30	
File Number	

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT dated as of the 8th day of April, 2021

BETWEEN:

TRINITY RAVINE COMMUNITY INC. (hereinafter called "**Trinity**")

OF THE FIRST PART

- and -

GLOBAL KINGDOM MINISTRIES CHURCH INC. (hereinafter called "GKMC")

OF THE SECOND PART

RECITALS:

- A. Trinity is the owner of the property municipally known as 1250 Markham Road, Toronto, ON and referred to herein as the Lands;
- B. Trinity has agreed to transfer the Conveyed Lands to GKMC, together with and reserving certain easements, rights and rights in the nature of easements (collectively, the "**Easements**"), which Easements are more particularly described herein and in the transfer of the Conveyed Lands from Trinity to GKMC to which this Agreement is attached; and
- C. Trinity will retain ownership of the Retained Lands;
- D. The provisions contained in this Agreement shall govern the use and enjoyment of the Easements.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto hereby covenant and agree to and with each other as follows:

ARTICLE 1.00 – TRUTH OF RECITALS AND DEFINITIONS

Truth of Recitals

1.1 The recitals hereinbefore set forth are true in substance and in fact.

Definitions

- (a) **"Benefiting Owner**" means the Owner of lands in favour of which an Easement has been granted;
- (b) "Burdened Owner" means the Owner of lands subject to an Easement;
- (c) **"Conveyed Lands**" mean the lands and premises legally described in Schedule "B" attached hereto;
- (d) "Driveways" means collectively, all driveway areas located from time to time within the Driveway Lands which are intended for use as a private driveway or road providing shared vehicular and pedestrian access to and from the Conveyed Lands and/or the Retained Lands;
- (e) **"Driveway Lands**" means collectively, those parts of the Lands comprised of:
 - parts of the Conveyed Lands legally described as 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) (the "Conveyed Driveway"); and
 - (ii) parts of the Retained Lands legally described as 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) (the "Retained Driveway");
- (f) **"Easements**" mean collectively, the Driveways and the Services;
- (g) **"Lands**" mean the lands and premises legally described in Schedule "A" attached hereto;
- (h) **"Maintenance**" means all maintenance, repair, replacement, improvement and cleaning (including snow removal);
- (i) **"Minimum Standard**" means a good and proper condition and state of repair, having regard to the use being made thereof;
- (j) **"Owner**" means either Trinity or GKMC and their successors in title and "**Owners**" means collectively, Trinity and GKMC and their respective successors in title;
- (k) **"Permitted Users**" means collectively, the tenants, occupants, servants, agents, employees, contractors, workmen and invitees of an Owner;
- (I) **"Retained Lands**" mean the lands and premises legally described in Schedule "C" attached hereto;
- (m) **"Sanitary Servicing**" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Retained Lands which are intended for use as private sanitary services to and from the Conveyed Lands;

- (n) "Sanitary Servicing Lands" means those parts of the Retained Lands legally described as 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);
- (o) **"Services**" means collectively, the Storm Sewer Services, the Sanitary Servicing and the Water Services;
- (p) "Storm Sewer Services" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Conveyed Lands which are intended for use as private storm sewer services to and from the Retained Lands;
- (q) "Storm Sewer Services Lands' means those parts of the Conveyed Lands legally described as 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);
- (r) **"Water Services**" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Conveyed Lands which are intended for use as private water services to and from the Retained Lands;
- (s) "Water Services Lands" means those parts of the Conveyed Lands legally described as 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);

ARTICLE 2.00 - EASEMENT PROVISIONS FOR DRIVEWAYS

Driveways Easement

- 2.1 Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement in, on, over and along the Conveyed Driveway, for the purposes of using the Conveyed Driveway, together with the Retained Driveway, for vehicular and pedestrian ingress to and egress from the Retained Lands, for use by Trinity and its Permitted Users in common with GKMC and its Permitted Users.
- 2.2 Trinity hereby grants, transfers and conveys to GKMC an easement, right and right in the nature of an easement in, on, under, over, along and through Retained Driveway, for the purposes of using the Retained Driveway, together with the Conveyed Driveway, for vehicular and pedestrian ingress to and egress from the Conveyed Lands, for use by GKMC and its Permitted Users in common with Trinity and its Permitted Users.

ARTICLE 3.00 - EASEMENT PROVISIONS FOR SERVICES

Services Easements

3.1 (a) Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement

in, on, under, over, along and through Storm Sewer Services Lands for the purposes of Storm Sewer Services and their Maintenance.

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- (b) Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement in, on, under, over, along and through Water Services Lands for the purposes of Water Services and their Maintenance.
- (c) Trinity hereby grants, transfers and conveys to GKMC an easement, right and right in the nature of an easement in, on, under, over, along and through Sanitary Servicing Lands for the purposes of Sanitary Services and their Maintenance.

Relocation of Services

3.2 A Burdened Owner shall be entitled to replace or relocate any Services situate within its lands, at the Burdened Owner's cost and on not less than 60 days' prior written notice to the Benefiting Owner, provided that the Benefiting Owner, acting reasonably, approves the new location and design and, if necessary, is granted a replacement easement and provided further that any such replacement or relocation does not have a material adverse effect on the Service being provided to the Benefiting Owner. It shall be a general principle applicable to any replacement or relocation of the Services that a Burdened Owner will take all reasonable steps to minimize interference with and disruption of the reasonable use and enjoyment of the Benefiting Owner's lands.

Benefiting Owner to Grant Partial Releases of Services Easements

3.3 If as a result of any relocation of Services as provided for in Section 3.2, or as a result of a future survey or otherwise, it is determined to the satisfaction of a Benefiting Owner, acting reasonably, that Services are not located within a particular portion of a Burdened Owner's lands, the Benefiting Owner shall, forthwith following receipt of a request in writing from the Burdened Owner, deliver to the Burdened Owner, at the Burdened Owner's cost, such releases, quit claims deeds, transfers, abandonments of easement, discharges and similar documents as such Burdened Owner may reasonably require in order to partially terminate and surrender this easement and to cause this easement to be deleted from the title to such portion of the Burdened Owner's lands.

ARTICLE 4.00 - GENERAL PRINCIPLES APPLICABLE TO ALL EASEMENTS

Dominant Tenements

- 4.1 (a) The Retained Lands are the dominant tenement of all easements and rights of way hereby granted to and reserved by Trinity; and
 - (b) The Conveyed Lands are the dominant tenement of all easements and rights of way hereby granted to GKMC.

Regulation of Easements

4.2 The enjoyment or use at any time of the easements herein granted shall be subject to such reasonable rules and regulations, as may be imposed from time to time by the Burdened Owner. The easements contemplated in Section 2.1 hereof shall not entitle the Burdened Owner, its successors and assigns, and their respective Permitted Users,

to park motor vehicles within the Driveway Lands. Moreover, a Burdened Owner shall be entitled to reconfigure its parking areas within its lands (including the Driveway Lands), provided that (except in the case of emergency maintenance and repair work where such access can be temporarily prohibited) at no time shall such reconfiguration of parking areas prevent a Burdened Owner, its successors and assigns, and their respective Permitted Users, from free and unobstructed access through the Driveways.

Duty to Exercise Easements Prudently

4.3 In exercising its rights to any easement herein granted, the party exercising same shall act in a safe, prudent and reasonable manner so as to minimize undue interference occasioned to the Burdened Owner and unless otherwise stated herein, shall be at the sole cost and expense of the Benefiting Owner. A Burdened Owner shall not, nor will it permit any of its Permitted Users to, interfere with, disturb or restrict any easement herein granted and, without limiting the generality of the foregoing, a Burdened Owner shall not erect any buildings, structures or other improvements in, on, over or under any part of a Burdened Owner's lands in, on, under, over, along or through which the Drivewavs or any Services are at present located, nor will it dig, pave, excavate or place any fill on any part of the Burdened Owner's lands in, on, under, over, along or through which the Driveways or any Services are at present located, without the prior written consent of the Benefiting Owner, which consent may not be unreasonably withheld or delayed. Provided that there is no unreasonable interference with the easement rights herein granted, a Burdened Owner shall have the right at all times to fully use and enjoy its lands.

Obligation to Restore

4.4 In the event that damage or inconvenience is caused to a Burdened Owner or a Burdened Owner's lands or the buildings situate thereon as a result of the exercise by a Benefiting Owner of its easement rights herein granted, the Benefiting Owner shall repair the damage, remedy the cause of the inconvenience or restore the Burdened Owner's lands to their previous condition forthwith, at its own expense. In the event that the Benefiting Owner fails to make such repairs or restoration within a reasonable period of time, the Burdened Owner shall be entitled to effect the repairs or restoration and the Benefiting Owner shall reimburse the Burdened Owner for all costs incurred by it for so doing, including, without limitation, any costs incurred by it in enforcing this obligation. This provision shall also apply to damage done by a party to another party's portion of the lands, or buildings situate thereon, while conducting repair of damage. This provision shall not apply to normal wear and tear of the Burdened Owner's lands caused by the use thereof in accordance with the easements granted under this Agreement.

Term of Easements

4.5 All of the easements herein granted are granted in perpetuity, or for such lesser period as shall be required for the purposes herein set out.

No Assignment or Delegation of Rights

4.6 The easements herein granted are for the benefit of the Benefiting Owners and, though a Benefiting Owner shall be entitled to allow its Permitted Users to use the Driveways

and the Services in accordance with the terms hereof, no party other than a Benefiting Owner shall have any right to enforce any of the rights granted hereunder.

Covenants and Agreements of Benefiting Owner

4.7 Each Benefiting Owner covenants and agrees that it shall be responsible for any damage caused to the Burdened Owner's lands at any time as a direct result of any activities by the Benefiting Owner and its Permitted Users.

Further Assurances

4.8 By entering into this Agreement, each of the parties to this Agreement agrees to execute any further documents, assurances, indentures or transfers, if required, to grant, transfer, convey or confirm all or any of the easements herein granted, including any documents required to surrender easements or rights being extinguished or replaced or to grant, transfer or convey new easements or rights contemplated in this Agreement and/or to postpone or subordinate any security thereto; provided that the party requesting any document solely for its benefit shall be responsible for reimbursing the party or parties from whom the request is made for its or their reasonable costs in providing such document.

ARTICLE 5.00 - TERMINATION & MODIFICATION

Termination & Modification

5.1 This Agreement cannot be terminated or modified other than by the written agreement of both Owners from time to time.

ARTICLE 6.00 - FORCE MAJEURE

Force Majeure

6.1 Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or in the doing of any work or the making of any repairs or replacements by reason of force majeure, the party's liability to perform such obligation shall be postponed and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, act of the Queen's enemies, riot or insurrection, epidemic, pandemic, natural disaster, events beyond the reasonable control of the party claiming the delay (other than lack of monetary resources) or the failure or inability of any governmental authority to supply any services or other public utility which serves the Conveyed Lands or the Retained Lands.

ARTICLE 7.00 - CERTIFICATE OF COMPLIANCE

Certificate of Compliance

7.1 Each of the Owners hereby agrees, at any time and from time to time during the term of this Agreement, within ten (10) days after written request by the other Owner (hereinafter called the "**Requesting Party**"), to execute and deliver to the Requesting Party a certificate stating:

- (a) whether there have been any amendments to this Agreement pursuant to Section 5.1 hereof and confirming that it is in full force and effect; and
- (b) any existing default by either party or any other party under this Agreement to its knowledge and specifying the nature and extent thereof.

ARTICLE 8.00 - BINDING EFFECT OF AGREEMENT

Provisions Run with the Land

8.1 The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the Conveyed Lands and the Retained Lands, and shall be binding on and enure to the benefit of the respective successors in title thereof, provided such successor or assign delivers the agreement or agreements contemplated by Sections 8.3 and 8.4 below, as applicable.

Transfer or Charge and Acknowledgement Regarding Cost-Sharing

- 8.2 The Owners acknowledge that there shall be, from time to time, certain maintenance and cost-sharing arrangements between the Owners governing the use and Maintenance of the Driveways and the Services.
- 8.3 Each Owner hereby covenants to and in favour of the other Owner that it shall not transfer or assign any legal or beneficial interest in its lands to any transferee or assignee (the "Transferee"), whether the transfer is direct or indirect or is by way of assignment, transfer, sale or other disposition having the effect of a transfer or assignment unless and until: (i) the Transferee contemporaneously with such assignment, transfer, sale or other disposition enters into an agreement with the nontransferring Owner (in form and substance satisfactory to the non-transferring Owner, acting reasonably) to assume and be bound by the provisions contained herein as and from the effective time of such assignment, transfer, sale or other disposition; and (ii) the Transferee enters into cost-sharing arrangements with the non-transferring Owner (in form and substance satisfactory to the non-transferring Owner, acting reasonably). Each Owner hereby agrees that the foregoing restrictive covenant shall run with its lands for the benefit of the lands of the other Owner. Upon compliance with the foregoing requirements, the transferring Owner shall be released from any obligations contained hereunder thereafter arising or occurring.
- 8.4 An Owner shall not grant a mortgage, charge or other form of encumbrance in the nature of the granting of security in respect of its lands unless and until any such mortgagee, chargee or encumbrancer (a "**Mortgagee**") contemporaneously with such mortgage, charge or encumbrance enters into an agreement with the other Owner providing for the assumption and performance of the obligations under this Agreement by the Mortgagee relating to the period of its ownership or possession of the relevant lands and any subsequent sale thereof by the Mortgagee, in form and substance satisfactory to the other Owner, acting reasonably.

Reciprocal Benefit and Burden

8.5 The parties hereto expressly declare their mutual intention and agreement that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, the parties hereby acknowledge and agree that each of the easements, rights and

privileges hereinbefore set forth in this Agreement establish a basis for the mutual and reciprocal use and enjoyment of certain parts of their respective lands and including those certain parts of the Driveways which are being used and enjoyed by the parties to varying degrees. As an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each of the parties of such easements, rights and privileges as are granted to them in this Agreement, each party hereto should, and does hereby accept and agree to, assume the burdens and obligations imposed on such party herein and agrees to be bound by each and every one of the covenants made by it in this Agreement, subject to any provision of this Agreement to the contrary.

ARTICLE 9.00 - COMPLIANCE WITH LAW

Compliance with Law

9.1 Each Owner, in performing its obligations and exercising its rights hereunder, covenants and agrees to comply with all applicable rules, laws, orders, ordinances, regulations and requirements of any government, whether imposed by the local municipality, or by any governmental agency having jurisdiction over the lands, including, for greater certainty, applicable environmental laws and regulations.

ARTICLE 10.00 - INDEMNIFICATION

Indemnification

- 10.1 Trinity agrees to indemnify and save GKMC harmless from and against all costs, expenses, damages and liabilities ("**Damages**") that it may suffer or incur as a result of Trinity not complying with any of the terms of this Agreement or performing its obligations hereunder, except to the extent such Damages result from the negligence, wilful misconduct or default under this Agreement by GKMC.
- 10.2 GKMC agrees to indemnify and save Trinity harmless from and against all Damages that it may suffer or incur as a result of GKMC not complying with any of the terms of this Agreement or performing its obligations hereunder, except to the extent such Damages result from the negligence, wilful misconduct or default under this Agreement by Trinity.

ARTICLE 11.00 - GENERAL

Number and Gender

11.1 This Agreement shall be construed with all changes of number and gender required by the context.

<u>Headings</u>

11.2 The titles to Articles have been inserted as a matter of convenience and reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Severability

11.3 If any provision contained in this Agreement is determined by a court of competent jurisdiction to be illegal or beyond the powers or capacity of the party or parties bound

hereby, such provision shall be severed from this Agreement and the remainder of the provisions shall continue in full force and effect *mutatis mutandis*. For purposes of giving effect to this paragraph, each clause, paragraph or article of this Agreement shall be considered severable from every remaining clause, paragraph or article of this Agreement.

The Planning Act

11.4 The provisions of this Agreement are subject to compliance with the provisions of the *Planning Act* (Ontario) where applicable.

Relationship

11.5 Nothing herein contained shall be deemed to create or shall be construed as creating the relationship of principal and agent or a partnership or joint venture between the parties.

ARTICLE 12.00 - NOTICE PROVISIONS

Notice Provisions

- 12.1 All notices, requests, demands or other communications by the terms hereby required or permitted to be given by one party to another, shall be given in writing by personal delivery, or sent by facsimile, addressed to the other party or delivered to such other party as follows:
 - (a) To Trinity Ravine Community Inc. at:

1250 Markham Road Toronto, ON M1H 2Y9

Attention:Kern KalideenE-Mail:kernkalideen@gmail.com

(b) To Global Kingdom Ministries Church Inc. at:

1250 Markham Road Toronto, ON M1H 2Y9

Attention:Kern KalideenE-Mail:kernkalideen@gmail.com

or at such other address or facsimile number as may be given by any of them to the others in writing from time to time and such notices shall be deemed to have been received when delivered; or, if sent by facsimile, at the time of actual delivery; such notices, requests, demands and other communications shall be deemed to have been received on the same business day following the delivery of such notice, request, demand or other communication, as the case may be.

ARTICLE 13.00 - COUNTERPARTS

13.1 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. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner will promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

[signature pages follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

TRINITY RAVINE COMMUNITY INC.

J2 ~~ Per Name: KERN KALTACA Title: Ce-0

Per:

Name:

Title:

I/We have the authority to bind the corporation

Easement Agreement

5809668 v2

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Per: Name: Jereny Inderson Title: Secretary Per: Name: Anne Lee CTO/Treasurer Title: ₩We have the authority to bind the corporation

Easement Agreement 5809668 v2

SCHEDULE "A"

DESCRIPTION OF THE LANDS

Property Identifier No. 06179-0128 (LT)

Part of Lot 32 on Registrar's Compiled Plan 10620, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 on Reference Plan 66R-31325, City of Toronto (formerly City of Scarborough).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

SCHEDULE "B"

DESCRIPTION OF THE CONVEYED LANDS

Part of Property Identifier No. 06179-0128 (LT)

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).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

SCHEDULE "C"

DESCRIPTION OF THE RETAINED LANDS

Part of Property Identifier No. 06179-0128 (LT)

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).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

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 10th 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 10th day of August, 2020

Colin Ram dial

Colin Ramdial Deputy Secretary-Treasurer City of Toronto, Committee of Adjustment Scarborough Panel

			172
PROVINCIAL AND MUNICIP			
In the matter of the conveyance of:	06179 - 0128	PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, I PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-3132 TORONTO (FORMERLY CITY OF SCARBOROUGH).	
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: P. REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMER SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PA REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FO SCARBOROUGH), FOR STORM SEWERS SERVICES.	RT 4 ON LY CITY OF RT OF LOT 32 ON RTS 1, 3, 9, 11 AND
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: P. REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORMER SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PA REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FO SCARBOROUGH), FOR WATER SUPPLY.	RTS 5 AND 6 ON LY CITY OF RT OF LOT 32 ON RTS 1, 3, 9, 11 AND
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: P. REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FOR SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: PA REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PAR 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FO SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHIC AND EGRESS.	RTS 4, 5, 7 AND 8 MERLY CITY OF RT OF LOT 32 ON RTS 1, 3, 9, 11 AND DRMERLY CITY OF
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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.

CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEHICULAR

SEE PROVISIONS CONTAINED IN ATTACHED EASEMENT AGREEMENT.

BEING PART OF THE PIN.

INGRESS AND EGRESS.

BY: TRINITY RAVINE COMMUNITY INC.

TO:	GLOBAL KINGDOM MINISTRIES CHURCH INC.

1. JEREMY ANDERSON AND ANNE LEE

l am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) (_) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for GLOBAL KINGDOM MINISTRIES CHURCH INC. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. The total consideration for this transaction is allocated as follows:	
(a) Monies paid or to be paid in cash	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$6,823,500.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00

PROVINCIAL AND MUNICIPAL LAND TRANSFER TAX STATEMENTS	175
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$6,823,500.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$6,823,500.00

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6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

3. (b) This is not a conveyance of "designated land".

4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

6. This conveyance qualifies for an exemption from tax under Ontario Regulation 386/10 (Exemption - Charity Reorganization) in that:

7. a) The transferor is either a qualifying corporation or a qualifying trust as defined by the Regulation, and was issued registered charity number 842428955 RR 0001 by the Minister of National Revenue, and held the land for the charitable purpose of Advancement of Religion/Place of Worship.

8. b) Land transfer tax was paid under the Act upon the prior transfer of the land to the transferor.

9. c) The transferee is a qualifying corporation as defined by the Regulation, and was issued registered charity number 746524883 RR 0001 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.

10. 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.

7. Statements pertaining only to Municipal Land Transfer Tax:

No MLTT is payable as per Land Transfer Tax Act exemption statement 9159, 9160, 9161, 9162 & 9163.

PROPERTY Information Record

A. Nature of Instrument:	Transfer		
	LRO 80 Registration No	o. AT5708631	Date: 2021/04/16
B. Property(s):	PIN 06179 - 0128 Addre	ss 1250 MARKHAM ROAD SCARBOROUGH	Assessment - Roll No
C. Address for Service:	1250 Markham Road Toronto, ON M1H 2Y9		
D. (i) Last Conveyance(s): (ii) Legal Description for I	PIN 06179 - 0128 Regis Property Conveyed: Same as ir	tration No. AT227972 last conveyance? Yes No	6 ▷ 🖌 Not known 🗌
E. Tax Statements Prepare	d By: Eric Christopher L 40 King Street We Toronto M5H 3S1		

Appendix R



CLEAR CERTIFICATE / CERTIFICAT LIBRE

SHERIFF OF / SHÉRIF DE :	CITY OF TORONTO (TORONTO)
CERTIFICATE # /	41868541-8673575B
N° DE CERTIFICAT : DATE OF CERTIFICATE /	2021-APR-16
DATE DU CERTIFICAT :	

SHERIFF'S STATEMENT

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

		NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	TRINITY RAVINE COMMUNITY INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.

2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

- 1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
- 2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU' À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE CDN 11.95 **/ FRAIS POUR CE CERTIFICAT :**

Appendix S



December 16, 2022

Via E-Mail

To All Parties Listed on Schedule "A"

msassi@cassels.com tel: +1 416 860 6886 fax: +1 416 360 8877 file # 54701-00001

Dear Sirs/Mesdames:

Re: Transfer at Undervalue under the Bankruptcy and Insolvency Act

A. INTRODUCTION

On February 23, 2022 (the "**CCAA Filing Date**"), Trinity Ravine Community Inc. ("**TRC**") filed for and obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") pursuant an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") as amended and restated on March 4, 2022 (the "**Initial CCAA Order**"). Pursuant to the Initial CCAA Order Deloitte Restructuring Inc. ("**Deloitte**") was appointed monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

On March 4, 2022 the Court granted an order approving a sale and investment solicitation process ("**SISP**") to solicit a buyer or investor for TRC's assets which were comprised primarily of development lands located at 1256 Markham Rd, Scarborough. As a result of the SISP, on September 15, 2022 the Court granted an order vesting all of TRC's assets in 1000307599 Ontario Incorporated as general partner of 1256 Markham Road Limited Partnership.

By an order of the Court dated September 15, 2022, TRC then made an assignment into bankruptcy on October 12, 2022 pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and appointed Deloitte as trustee in bankruptcy (in such capacity the "**Trustee**"). On November 1, 2022, at the first meeting of creditors, Deloitte was affirmed as Trustee. The Trustee is currently conducting a claims process to determine the quantum of distributions to the unsecured creditors of TRC.

We are counsel to the Trustee.

The purpose of this letter is to advise you that the Trustee has identified a transfer at under value under section 96 of the BIA for which you will be liable. This transfer at under value involved land sold by TRC to Global Kingdom Ministries Church Inc. ("**GKMC**") in April 2021. Based on the evidence described below, the Trustee has concluded that the consideration paid to TRC by GKMC was inadequate and the difference between the value of the consideration received by TRC and the value of the land relinquished to GKMC was up to \$20,466,500 ("**Consideration Shortfall**").

t: 416 869 5300 f: 416 360 8877 cassels.com Cassels Brock & Blackwell LLP Suite 2100, Scotia Plaza, 40 King Street West Toronto, ON M5H 3C2 Canada



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We have identified you as a party to this transfer or a person "privy to" the transfer under section 96 of the BIA and as such, you may be liable for the Consideration Shortfall on a joint and several basis.

B. FACTUAL BACKGROUND

Corporate Entities

1. Global Kingdom Ministries and Trinity Ravine Community Inc.

On September 4, 2007, Global Kingdom Ministries Inc. ("**GKM**") was incorporated under the *Canada Corporations Act*. Attached hereto as <u>Schedule "B"</u> is a copy of the Federal Corporate Information Report.

Effective October 21, 2020, GKM changed its name to "Trinity Ravine Community Inc." and continued under the *Canada Not-for-Profit Corporations Act*. This name change is reflected in <u>Schedule "B"</u>.

2. Global Kingdom Ministries Inc.

On June 28, 2018, Fred Mitchell Ministries Inc. was incorporated. It later changed its name to Global Kingdom Ministries <u>Church</u> Inc. on July 2, 2020 (the "**GKMC**"). Attached hereto as <u>Schedule "C"</u> is a copy of the GKMC Corporate Profile Report.

GKMC is the sole member of TRC. Attached hereto as <u>Schedule "D"</u> is a copy of the corporate structure of TRC from the affidavit filed with the Court in the CCAA proceedings.

The Financial Statements of GKM for the year ended September 30, 2020 attached as <u>Schedule "E"</u> (the "**Financial Statements**") state at Note 1 that:

Global Kingdom Ministries Church Inc. controls Trinity Ravine Community Inc. by virtue of the ability to elect Trinity Ravine Community Inc.'s Board of Directors;

and

Global Kingdom Ministries Inc. and Global Kingdom Ministries Church Inc., are under "common control" and "[the Church] obtained control of [GKM]".

Development Project

On January 15, 2010, GKM purchased land municipally known as 1250 Markham Road, Scarborough from the "Trustees of the Scarboro Gospel Temple as a Local Assembly of the Pentecostal Assemblies of Canada" (the "**Original Land**") for \$7,650,000. Attached as <u>Schedule "F"</u> is a copy of the Parcel Register of the Original Land.

December 16, 2022 Page 3

A church or place of worship was built on the southern portion of the Original Land (the "**Southern Land**") and a parking lot was established on the northern portion of the Original Land ("**Northern Land**").

In mid- 2015 GKM decided to develop a seniors residence on the Northern Land (the "**Development Project**"). From November 21, 2015 to November 6, 2019, GKM entered into approximately 467 occupancy agreements with prospective tenants ("**Life Lease Buyers**") whereby each Life Lease Buyer paid GKM a deposit (collectively the "**Life Lease Deposits**") and acquired a right to occupy a future unit in the Development Project on the Northern Land for the term of their life, subject to certain conditions.¹

Severance of Southern Land

In early 2020 GKM decided to formally sever the Southern Land from the Original Land and sell the Southern Land to the newly formed church entity, GKMC.

On August 10, 2020, the City of Toronto consented to the severance of the Original Land into two land parcels under the *Planning Act*, namely:

- the Northern Land, being all of the lands and premises municipally described as 1256 Markham Road, Ontario², and
- 4. the Southern Land, being all of the land and premises municipally described as 1250 Markham Road, Ontario³.

Attached as <u>Schedule "G"</u> is a copy of the City of Toronto approval.

On September 30, 2020 GKMC and GKM entered into a Sale Agreement (the "**Sale Agreement**") whereby GKM sold the Southern Land to GKMC for the consideration of \$10.00. Attached as <u>Schedule "H"</u> is a copy of the Sale Agreement.

On April 16, 2021, GKM registered and transferred the Southern Land to GKMC (the "**Real Property Transfer**") and registered an easement agreement dated April 8,2021. Attached as <u>Schedule "I"</u> is a copy of the instrument registered on title (the "**Real Property Transfer Instrument**").

¹ Between 2019-2021 approximately 189 Life Lease Deposits were refunded in the aggregate amount of \$12,301,641. Approximately, 279 Life Lease Deposits remain outstanding in the aggregate principal amount of approximately \$16,087,586. The Life Lease Buyers comprise the majority of creditors of the TRC bankrupt estate

² Legal description PIN 06179-0141 (LT).

³ Legal description PIN 06179-0140 (LT).



December 16, 2022 Page 4

TRC remained the registered owner of the Northern Land which were subsequently sold during the CCAA proceedings as described above.

C. LEGAL FRAMEWORK

A "transfer at undervalue" occurs where there is a disposition of property "for which no consideration is received by the debtor or for which the consideration received by the debtor is conspicuously less than the fair market value of the consideration given by the debtor."⁴

Section 96(1) of the BIA further states:⁵

96 (1) On application by the trustee, a court may declare that a transfer at undervalue is void as against ... the trustee — or order that a party to the transfer or any other person who is privy to the transfer, or all of those persons, <u>pay to the estate the difference</u> between the value of the consideration received by the debtor and the value of the consideration given by the debtor — if

(a) the party was dealing at arm's length with the debtor and

(i) the transfer occurred during the period that **begins on the day that is one year before the date of the initial bankruptcy event** and that ends on the date of the bankruptcy,

 $\ensuremath{\text{(ii)}}$ the debtor was insolvent at the time of the transfer or was rendered insolvent by it, and

(iii) the debtor intended to defraud, defeat or delay a creditor; or

(b) the party was not dealing at arm's length with the debtor and

(i) the transfer occurred during the period that begins on the day that is **one year before the date of the initial bankruptcy event** and ends on the date of the bankruptcy, or

(ii) the transfer occurred during the period that begins on the day that is **five years before the date of the initial bankruptcy event** and ends on the day before the day on which the period referred to in subparagraph (i) begins and

(A) the debtor was insolvent at the time of the transfer or was rendered insolvent by it, or

(B) the debtor intended to defraud, defeat or delay a creditor. [emphasis added]

(2) In making the application referred to in this section, the trustee shall state what, in the trustee's opinion, was the **fair market value of the property** or services and what, in the trustee's opinion, was **the value of the actual consideration given or received by the debtor**, and the values on which the court makes any finding under this section are, **in**

⁴ Bankruptcy and Insolvency Act, RSC 1985 c B-3, s 2 [BIA].

⁵ BIA, s 96(1).

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the absence of evidence to the contrary, the values stated by the trustee. [emphasis added]

Section 2 of the BIA defines "date of the initial bankruptcy event" as

in respect of a person, means the **earliest of the day** on which any one of the following is made, filed or commenced, as the case may be:

(a) an assignment by or in respect of the person,

(b) a proposal by or in respect of the person,

(c) a notice of intention by the person,

(d) the first application for a bankruptcy order against the person, in any case

(i) referred to in paragraph 50.4(8)(a) or 57(a) or subsection 61(2), or

(ii) in which a notice of intention to make a proposal has been filed under section 50.4 or a proposal has been filed under section 62 in respect of the person and the person files an assignment before the court has approved the proposal,

(e) the application in respect of which a bankruptcy order is made, in the case of an application other than one referred to in paragraph (d), or

(f) proceedings under the <u>Companies' Creditors Arrangement Act</u>; [emphasis added]

D. The Real Property Transfer was a Transfer at Undervalue

1. The Real Property Transfer Occurred within one year of the "Initial Bankruptcy Event"

The date of the "initial bankruptcy event" is February 23, 2022 being the date of the CCAA Filing Date.

As set out in the Real Property Transfer Instrument, the Real Property Transfer occurred on April 16, 2021.

2. The consideration received by TRC from the Real Property Transfer was nil or for conspicuously less than fair market value

On July 13, 2020 Wagner, Andrews and Kovacs LTD. delivered a real estate appraisal of the Original Land (the "**Appraisal**"). Attached as <u>Schedule "J"</u> is a copy of the Appraisal. The Appraisal states that the Original Land is being "proposed to be severed... to accommodate a planned high density residential development". The Appraisal described:

December 16, 2022 Page 6

- 1. **The Southern Land**: a southern portion of 4.482 acres which is the current location of "place of worship" i.e. the GKMC Church; and
- 2. **The Northern Land**: a northern portion comprising 2.171 acres which is a parking lot but is "proposed to be redeveloped with 29 and 31- storey residential retirement "life lease towers".

The Appraisal valued the Southern Land at between \$15,790,000⁶ - \$27,290,000⁷.

Note 1 of the Financial Statements state that:

"Net assets of [GKM] in the amount of \$14,733,521 were transferred at their carrying amount to Global Kingdom Ministries Church Inc. in exchange for: (i) \$10 and (ii) a note receivable from Global Kingdom Ministries Church Inc. in the amount of \$2,948,544."

The Real Property Transfer Instrument states at 10(d) that "the value of the consideration for the conveyance is nil, other than the assumption [by GKMC] of any encumbrance registered against the land at the time of transfer". The total consideration for the transfer is listed as an assumption of a mortgage for the value of \$6,823,500 (including principal and interest to be credited to the purchase price).⁸

The difference between the value of the consideration received by GKM and the value of the Southern Land given to GKMC is up to \$20,466,500⁹ being the Consideration Shortfall.

3. TRC and GKMC were not dealing at arm's length at the time of the Real Property Transfer

Under section 4(5) of the *BIA*, if parties are "related persons", in the absence of evidence to the contrary, they are deemed to be non-arm's length.¹⁰

Section 4(2)(c) of the *BIA* provides that entities will be considered "related persons" if they are "both controlled by the same person or group of persons". Courts have considered

The Courts will consider various factors including whether:

⁶ This number is comprised of \$19,840,000 (the "as is" market value after the replacement of 225 parking spaces) less \$4,050,000 for construction of multi level parking garage.

⁷ This number is comprised of \$31,340,000 (the "as-if complete" market value) less \$4,050,000 for construction of multi level parking garage

⁸ The Trustee has not reviewed the mortgage documents and the Consideration Shortfall may be adjusted accordingly.

⁹ \$27,290,000 less \$6,823,500

¹⁰ *BIA*, s 4(5).

- (a) there is common "directing mind" of the entities which directed the bargaining for both parties to a transaction;¹¹
- (b) the parties were acting on "non-economic considerations" that resulted in the consideration for the transfer failing to reflect the fair market value of the transferred property;¹²
- (c) the parties were not acting towards each other on the basis of normal commercial imperatives;¹³
- (d) based on the totality of the evidence, the transaction involved "generally-accepted commercial incentives such as bargaining and negotiation in an adversarial format and maximizing of a party's economic interest;"¹⁴
- (e) the parties can be shown to have acted in concert without separate interests in respect to the transaction;¹⁵
- (f) one party had de facto control over the other party;¹⁶
- (g) there was an absence of separate economic interests, as demonstrated by a lack of ordinary commercial dealing between the parties;¹⁷ and
- (h) there was an evident lack of incentive for the transferor to maximize the consideration for the property being transferred.¹⁸

GKMC was the sole member of TRC at the time of the Real Property Transfer. At the time of the Real Property Transfer the directors or controlling minds of TRC and GKMC were almost identical.¹⁹ The Financial Statements make it clear that GKMC controlled TRC and was in a position to elect its directors and GKM and GKMC were under "common control". This was not a normal commercial transaction: both parties were not acting on "normal commercial imperatives" with TRC seeking to maximize consideration flowing to it.

¹¹ Ernst & Young Inc v Aquino, <u>2021 ONSC 527</u> at para 139 [Aquino]; PricewaterhouseCoopers Inc v Legge, <u>2011 NBQB 255</u> at para 14. *1085372 Ontario Limited v. Kulawick*, <u>2019 ONSC 2344</u>, [Kulawick] at para 48

¹² Aquino para 133.

¹³ Aquino at para 133.

¹⁴ Aquino at para 135.

¹⁵ Kulawick at para 48; Juhasz Estate v Cordeiro [Juhasz], <u>2015 ONSC 1781</u>, at paras 40-44.

¹⁶ Kulawick at para 48.

¹⁷ *Juhasz* at paras 40-44.

¹⁸ *Juhasz* at paras 41-42.

¹⁹ For example, we understand that Kern Kalideen was not a director of GKMC.

December 16, 2022 Page 8

D. CONCLUSION

Based on the evidence described above, the Trustee has concluded that the Real Property Transfer was a Transfer at Undervalue.

As such, the Trustee intends to seek a Court declaration that the Consideration Shortfall be paid by any or all of the parties to this letter on a joint and several basis. We invite you to contact us to see if an amicable resolution is available. Kindly also advise us of any additional facts you may wish the Trustee to consider.

Yours truly,

Cassels Brock & Blackwell LLP in its capacity as counsel to Deloitte Restructuring Inc. in its capacity as trustee in bankruptcy of Trinity Ravine Community Inc.

Hassi

Monique Sassi Partner

MS

Schedule "A"

Schedule "A"20

GKMC

- TO: Anthony Eastman
- AND TO: Patrece Keane
- AND TO: Avis Merdjanian
- AND TO: Fred Mitchell
- AND TO: Lewis Pittman

Directors of GKMC at the time of the Real property Transfer

- TO: Johnson Babalola
- AND TO: Ruby Dean
- AND TO: Jasmine Dunston
- AND TO: Sonia Goodridge
- AND TO: Christopher Kean
- AND TO: Donna Lodu
- AND TO: Frederick Mitchell
- AND TO: Devanand Nathan
- AND TO: Paul Singh
- AND TO: Mark Steele

²⁰ The Trustee reserves its rights to send this to any other party who may be "privy" to the Real Property Transfer.

Schedule "B"

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Government of Canada

Gouvernement du Canada

Canada.ca • Innovation, Science and Economic Development Canada

<u>Corporations Canada</u> • <u>Search for a Federal Corporation</u>

Federal Corporation Information - 443468-4

 Beware of scams and other suspicious activities. See <u>Corporations</u> <u>Canada's alerts</u>.

fl Note

This information is available to the public in accordance with legislation (see <u>Public disclosure of corporate information</u>).

Order copies of corporate documents

Corporation Number 443468-4

Business Number (BN) 842428955RC0001

Corporate Name

Trinity Ravine Community Inc.

Status

Active

Governing Legislation

Canada Not-for-profit Corporations Act - 2014-06-24

<u>Order</u> a Corporate Profile [View PDF Sample] [View HTML Sample]. PDF Readers

Registered Office Address

1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9 Canada

fl Note

Active NFP Act corporations are required to <u>update this information</u>. Changes are only legally effective when filed with Corporations Canada. A <u>corporation key</u> is required. If you are not authorized to update this information, you can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting</u> <u>obligations</u>.

Directors

Minimum 9 Maximum 20

Paul Singh 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Ruby Dean 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Frederick Mitchell 1250 Markham Road Scarborough ON M1H 2Y9 Canada

Nathan Devanand 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Johnson T Babalola 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Mark R Steele 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Jasmine Dunston 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Sonia E Goodridge 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Christopher T Kean 1250 Markham Road Scarborough ON M1H 2Y9 Canada
Donna M Lodu 1250 Markham Road Scarborough ON M1H 2Y9 Canada
fl Note

Active NFP Act corporations are required to <u>update director information</u> (names, addresses, etc.) within 15 days of any change. A <u>corporation</u> <u>key</u> is required. If you are not authorized to update this information, you

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can either contact the corporation or contact <u>Corporations Canada</u>. We will inform the corporation of its <u>reporting obligations</u>.

Annual Filings

Anniversary Date (MM-DD) 06-24

Date of Last Annual Meeting 2020-09-26

Annual Filing Period (MM-DD) 06-24 to 08-23

Type of Corporation Soliciting

Status of Annual Filings 2022 - Not due 2021 - Filed 2020 - Filed

Corporate History

Corporate Name History

2007-09-04 to 2014-06-24	GLOBAL KINGDOM MINISTRIES INC.
2014-06-24 to 2020-10-21	GLOBAL KINGDOM MINISTRIES INC.
2020-10-21 to Present	Trinity Ravine Community Inc.

Certificates and Filings

Certificate of Continuance

2014-06-24 Previous jurisdiction: Canada Corporations Act - Part II (CCA-II)

Received on 201	4-07-08
Certificate of A	mendment [±]
2020-10-21	
Amendment deta	ails: Corporate name
_ .	
By-laws	
Received on 202	20-10-22
<u>*</u> Amendment de	etails are only available for amendments effected after
—	etails are only available for amendments effected after me certificates issued prior to 2000 may not be listed.
2010-03-20. Sor	-
2010-03-20. Soi	me certificates issued prior to 2000 may not be listed.
2010-03-20. Soi	me certificates issued prior to 2000 may not be listed.
2010-03-20. Sor	me certificates issued prior to 2000 may not be listed.
2010-03-20. Soi	me certificates issued prior to 2000 may not be listed. ation, <u>contact Corporations Canada</u> .
2010-03-20. Soi	me certificates issued prior to 2000 may not be listed. ation, <u>contact Corporations Canada</u> .

Date Modified:

2022-02-02

Schedule "C"

Ministry of Government and Consumer Services



Profile Report

GLOBAL KINGDOM MINISTRIES CHURCH INC. as of January 10, 2022

Type Name Ontario Corporation Number (OCN) Governing Jurisdiction Status Date of Incorporation/Amalgamation Registered or Head Office Address Not-for-Profit Corporation GLOBAL KINGDOM MINISTRIES CHURCH INC. 1987358 Canada - Ontario Active June 28, 2018 1250 Markham Road, Toronto, Ontario, Canada, M1H 2Y9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

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Active Director(s)

Minimum Number of Directors Maximum Number of Directors

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

[Not Provided] [Not Provided]

Johnson T BABALOLA 146 Hazelwood Drive, Whitby, Ontario, Canada, L1N 3L8 September 26, 2020

Johnson BABALOLA 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby DEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby E DEAN 40 Dundalk Drive, 70, Scarborough, Ontario, Canada, M1P 4S3 September 26, 2020

Nathan DEVANAND 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Jasmine N DUNSTON 188 Woodsworth Road, North York, Ontario, Canada, M2L 2T1 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services. Daebara Duckett

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Jasmine DUNSTON 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Sonia E GOODRIDGE 1156 Gossamer Drive, Pickering, Ontario, Canada, L1X 2T8 September 26, 2020

Sonia GOODRIDGE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Christopher T KEAN 24 Evershot Crescent, Markham, Ontario, Canada, L6E 0L5 September 26, 2020

Christopher KEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Donna M LODU 1790 Woodview Avenue, Pickering, Ontario, Canada, L1V 1L4 September 26, 2020

Donna LODU 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Frederick MITCHELL 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service Date Began Frederick P MITCHELL 48 Suncrest Boulevard, 108, Thornhill, Ontario, Canada, L3T 7Y5 June 28, 2018

Devanand I NATHAN 81 Garden Street, Whitby, Ontario, Canada, L1N 9E7 September 26, 2020

Paul A SINGH 125 East Avenue, Scarborough, Ontario, Canada, M1C 3K9 September 26, 2020

Paul SINGH 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark STEELE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark R STEELE 118 Sandcherry Court, Pickering, Ontario, Canada, L1V 6V8 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Active Officer(s)

Name Position Address for Service

Date Began

Jeremy ANDERSON Secretary 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 November 17, 2020

Robert JOHNSTON President 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Treasurer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Chief Financial Officer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Corporate Name History

Name Effective Date

Previous Name Effective Date GLOBAL KINGDOM MINISTRIES CHURCH INC. July 02, 2020

FRED MITCHELL MINISTRIES INC. June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sachara Duckett Director/Registrar

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: ANNE LEE - OFFICER	May 03, 2021
Annual Return - 2020 PAF: ANNE LEE - OFFICER	March 28, 2021
CIA - Notice of Change PAF: ANNE LEE - OFFICER	January 28, 2021
CA - Application for Supplementary Letters Patent	July 02, 2020
CIA - Initial Return PAF: FRED MITCHELL - DIRECTOR	December 18, 2018
CA - Application for Incorporation Non-Share	June 28, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Sacbara Duckett Director/Registrar

Schedule "D"

Court File No.: CV-22-00677236-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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.

AFFIDAVIT OF JEREMY ANDERSON (sworn February 22, 2022)

I, JEREMY ANDERSON, of the City of Toronto in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

 I am the Secretary of the Applicant, Trinity Ravine Community Inc. ("Trinity Ravine" or the "Applicant"), and 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 for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

A. Background & Overview of the Proposed Proceeding

The Applicant, Trinity Ravine, 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**"). However, Trinity Ravine is unlike most real estate developers, in that it is not developing

the Project as a "for-profit" condominium. Rather, the Project is intended to be a place of community available to senior citizen residents and is designed to offer amenities and facilities to seniors. Further, the Project utilizes a life lease structure, pursuant to which Purchasers (as defined below) have paid deposits for the right to occupy units in the Project ("**Suites**") upon completion.

- The Project initially contemplated a Completion Date (as defined below) of March 31, 2019. However, in accordance with the Life Lease Agreements (as defined below) the Completion Date was extended to March 31, 2022.
- 4. The Project will not be completed by the Completion Date. In fact, although substantially all required permits are in place, construction has not yet commenced. Due to factors which include skyrocketing construction costs and the devastating impact of the COVID-19 pandemic, the Project's financial model is no longer viable.
- 5. As further particularized below, an unusual feature of the Project is the use of a life lease model instead of a conventional sale of a condominium unit. Through a life-lease structure, an resident purchases a life lease interest in the Project, at market value.
- 6. However, the pricing at which life lease interests in Suites were sold to Purchasers was too low for current market conditions. The Applicant had intended to secure conventional construction financing in order to complete the Project once applicable permits were in place. When the development plan for the Project was conceived, the expected aggregate proceeds from sales of the Suites was sufficient to repay the projected construction financing required. However, due primarily to the massive increase in construction costs

over the past few years, sale proceeds from the Suites will not be sufficient to cover the cost of completion.

7. Due to the delays and uncertainty, a number of Purchasers (as defined below) have purported to terminate their Life Lease Agreements (as defined below) and have demanded return of their Deposits (as defined below). However, a substantial amount of the funds received in respect of the Deposits was spent on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving the Applicant with minimal cash reserves and negative monthly cash flow. Consequently, the Applicant is unable to refund the Deposits at this time.

B. CCAA Protection & Potential Solution

- 8. Given the current economic uncertainties it is not possible to forecast with certainty the outcome of any process for the sale of the Development Land. However, based on market appraisals it appears that there is considerable equity in the Development Land and I am optimistic that if the Project is definitively terminated and the Development Land is sold, the proceeds will be sufficient to refund all Deposits and pay all other creditors.
- 9. I also believe that the Project can still be viable if it can be "re-priced" to reflect the current market, in which case the Development Land need not be sold. Over the past few months, the Applicant's management team has been actively exploring potential solutions, and has engaged in discussions with Purchasers, potential financers, secured creditors and other stakeholders in that regard. Although some Purchasers have indicated that they are not willing to remain in the Project, there are also those who may be amenable to remaining in

the Project at a higher purchase price if they have sufficient assurance that the Project will be completed on a reasonable timeline.

10. In either case, given the Applicant's dwindling cash reserves as well as mounting pressure from Purchasers and other creditors, an orderly process is required. As such, the Applicant seeks to conduct a "dual track" sale and investment solicitation process (the "SISP") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "CCAA"), with a view toward either: (a) securing sufficient financing and Purchaser support to complete the Project in a way that provides sufficient liquidity to deal with Purchasers who wish to terminate their Life Lease Agreements, or (b) selling the Development Land and distributing the proceeds to Purchasers and other creditors. If an Order is issued granting the Applicant protection under the CCAA (an "Initial Order"), the Applicant intends to seek Court approval of the SISP (among other things) within 10 days thereafter.

II. RELIEF SOUGHT

A. Relief Sought

- 11. For the reasons set out in this Affidavit, I believe that the Applicant ought to be granted protection under the CCAA. Accordingly, this Affidavit is sworn in support of an application (the "**Application**") for an Initial Order substantially in the form attached at Tab 3 of the Application Record herein, granting the Applicant protection from its creditors and certain ancillary relief including, among other things:
 - (a) Abridging the time for service of the Notice of Application and dispensing with service on any person other than those served;

- (b) Declaring that the Applicant is a party to which the CCAA applies;
- (c) Appointing Deloitte Restructuring Inc. ("Deloitte") as CCAA Monitor of the Applicant in these proceedings (the "Proposed Monitor" and, if appointed, the "Monitor");
- (d) Staying all proceedings and remedies taken or that might be taken in respect of the Applicant or any of its property, except as otherwise set forth in the Initial Order or as otherwise permitted by law;
- (e) Authorizing the Applicant to carry on business in a manner consistent with the preservation of its property and the restructuring proposed and to make certain payments in connection with its business and the proceedings taken herein;
- (f) Granting the Administration Charge (as defined below); and
- (g) Authorizing the Applicant to file with the Court a plan of arrangement or compromise to its creditors (a "**Plan**").
- 12. If CCAA protection is granted to the Applicant, it intends to use the CCAA proceeding and Court protection to:
 - (a) Conduct a SISP, with a view toward either:
 - Securing sufficient financing and Purchaser support for the Project
 to be completed while providing sufficient liquidity to deal with
 Purchasers who wish to terminate their purchase agreements; or

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- (ii) Terminating the Project, selling the Development Land and distributing the proceeds to the Applicant's creditors; and
- (b) Develop a Plan (or other mechanism) to implement the above.
- 13. The Applicant has commenced these CCAA proceedings with the ultimate goal of proposing a Plan that protects the interests of Purchasers, creditors and other stakeholders, with a view to emerging from CCAA protection in a stronger form that preserves its charitable purpose (*i.e.*, to provide a living community for senior citizens) and enterprise value. To achieve this objective, the Applicant requires, among other things, immediate protection from creditor enforcement and other proceedings, as well as the necessary breathing room to allow it to engage in dialogue with its creditors and other stakeholders.

III. CORPORATE STRUCTURE AND BUSINESS

A. The Applicant

- 14. The Applicant was incorporated under the name "Global Kingdom Ministries Inc." on September 4, 2007 under Part II of the *Canada Corporations Act* and was continued under the *Canada Not-for-profit Corporations Act* (the "NFP Act") effective June 24, 2014. The Applicant's name was changed to "Trinity Ravine Community Inc." effective October 21, 2020. Attached hereto as Exhibit "A" is a copy of a Corporate Profile Report dated February 14, 2022 in respect of the Applicant.
- 15. The Applicant is affiliated with Global Kingdom Ministries Church Inc. (the "Church"),a member church of the Pentecostal Assemblies of Canada, a fellowship of over 1,100Canadian churches.

- 16. As set out above, I am the Secretary of the Applicant. Attached hereto as **Exhibit "B"** is an organizational chart in respect of the Applicant (the "**Organizational Chart**").
- 17. The Applicant is a registered charitable organization whose sole member is the Church. Attached hereto as Exhibit "C" is a copy of a Corporate Profile Report dated January 10, 2022 in respect of the Church. As more particularly described at paragraphs 31 and 32 below, on October 1, 2020, Trinity Ravine transferred the net assets of its ministry operations to the Church, whose membership is comprised of approximately 300 congregants.

B. Operations of the Applicant

18. The Applicant conducts its activities from the premises located in the Church Facilities (as defined below) at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9 (the "Head Office"), which the Applicant leases from the Church at an annual rent of approximately \$36,000.

C. The Applicant's Board of Directors

- 19. The Applicant's Board of Directors (the "Board") includes nine (9) individuals, as particularized in the Board List attached hereto as Exhibit "D".
- 20. A number of Board members have purchased life leases from the Applicant. In order to avoid conflicts of interest, the Board has established a Special Committee of the Board, composed of five (5) members of the Board who did not purchase life leases, for decision-making purposes through the restructuring process.

21. The Applicant maintains directors and officers liability insurance, which I believe provides sufficient coverage at this time.

D. Employees

22. Through the end of 2019, the Applicant had approximately five (5) full time employees.However, as a result of the Project stalling, the number of employees has since been reduced to two.

E. Payroll

23. The Applicant's payroll is processed bi-weekly by Rise People, a Human Resources management and payroll software company. All source deductions are current.

F. Banking & Cash Management

- 24. The Applicant maintains two bank accounts through which it deals with its cash management, collections, and disbursements. This allows the Applicant to facilitate cash forecasting and reporting, and monitor collection and disbursement of funds.
- 25. More particularly, the Applicant has bank accounts (the "**Applicant Accounts**") with TD Canada Trust and Royal Bank of Canada.

IV. THE DEVELOPMENT PROJECT

A. Trinity Ravine Community

26. The Applicant is developing the Trinity Ravine Community, a two tower, 605-unit Project at the Development Land (the "**Trinity Ravine Community**"), which is intended to serve as a senior citizens community. The Project will feature a 28 and 30-storey tower connected

- 27. The Applicant's primary asset (*ie*, the Development Land) is a "shovel ready", permitted land parcel at the municipal address of 1256 Markham Road, Scarborough, Ontario. The last appraised value for the Development Land as a high-density residential development property was approximately \$32 million.
- 28. Trinity Ravine Community is intended to enable residents to "age in place". In addition to typical condominium-style amenities including a fitness centre, concierge and games room, the project will also have a 230-seat, bistro-inspired dining room and an on-site Wellness Centre staffed with nurses, doctors and physiotherapists.

B. Acquisition of Development Land

- 29. The Applicant purchased an approximately 6.7 acre parcel located at 1250 Markham Road, Scarborough (the "**Original Land**") that included the Development Land in 2005, and completed construction of its new facility (the "**Church Facilities**") in 2008. In addition to the approximately 1,500-seat place of worship and sanctuary itself, the Church Facilities include a community centre, gymnasium, offices and other facilities.
- 30. In 2013, the City of Toronto contacted the Applicant regarding the possibility of developing a portion of the Original Land for residential purposes, and advised that it was prepared to amend the City's Official Plan by re-designating a portion of the Original Land to facilitate same. As the Original Land was much larger than required for operation of the Church Facilities, the Applicant began considering and developing a plan in that regard.

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- 31. Pursuant to registration of the required Reference Plan on June 4, 2020 and a Provisional Consent, which became final and binding on June 5, 2020, the Original Land was severed into two parcels: (1) the Development Land, which includes approximately 2.2 acres located at the northern end, and (2) the remaining 4.5 acres, upon which the Church Facilities are located (the "**Church Land**"). Attached hereto as **Exhibit "F"** is a copy of a Parcel Register February 14, 2022 in respect of the Church Land.
- 32. Pursuant to a transaction between the Applicant and the Church that occurred on or aboutOctober 1, 2020, the Church Land was transferred from the Applicant to the Church.

D. Life Lease Structures Generally

- 33. A unique feature of the Project is the use of life leases, through which a resident purchases a life lease interest in the Project, at market value.¹ Similar to a conventional condominium structure, in a life lease structure the "buyer" pays a lump-sum purchase price for exclusive use of the suite as well as use of the common areas and facilities, and then continues to pay ongoing costs such as monthly maintenance fees and property taxes.
- 34. However, life lease structures are not governed by the *Condominium Act* (Ontario). Unlike in a condominium structure, in life lease housing the "buyer" does not own the property. Rather, the life lease interest gives the holder the right to occupy a unit, rather than own the unit itself. The "life lease sponsor" owns the property.

¹ Life leases are usually priced lower than similarly sized condominiums in the area, for reasons that may include a lack of availability of conventional mortgages and the exemption from land transfer taxes.

- 35. When a life lease holder passes away, certain rights which accompany that life lease interest can pass to an heir, but not the right to occupy the unit. An heir can benefit from the proceeds of the sale of the life lease, but does not automatically have a right to reside in the unit. While an heir may be able to apply to move into the life lease unit, the decision is up to the life lease sponsor.
- 36. The benefit of this model is that projects and residency can be controlled by a non-profit or charitable organization (such as the Church) acting as life lease sponsor, to ensure it is maintained as a seniors community.

E. Trinity Ravine Life Lease Structure

- 37. As noted above, the Trinity Ravine Community Project was conceived as a seniors community, with amenities intended to allow residents to "age in place", and as such the life lease structure is ideal.
- 38. Between November 21, 2015 and November 6, 2019, the Applicant sold life leases to a total number of 439 purchasers (collectively, the "Purchasers") pursuant to Life Lease Occupancy Agreements (the "Life Lease Agreements"). Attached hereto as Exhibit "G" is a copy of the form of Life Lease Agreement.
- 39. There are a total of 3 iterations of the Life Lease Agreements, as follows:
 - (a) An iteration that was used in circumstances where the Purchaser was represented by a real estate agent, a copy of which is attached hereto as Exhibit "H";
 - (b) An iteration where the Purchaser was self-represented, a copy of which is attached hereto as **Exhibit "I"**; and

- (c) An iteration that did not include any distinguishing language between a Purchaser represented by a real estate and a self-represented Purchaser. This is the most common form of Life Lease Agreement that has been executed, and is previously attached hereto as Exhibit "G".
- 40. Pursuant to the majority of the Life Lease Agreements, the Purchasers agreed to the following payments (collectively, the "**Total Cost**") in respect of their Suites, which represents a 20% deposit and 80% payable on the completion of the Project:
 - (a) An amount of \$5,000.00 paid by guaranteed funds (bank draft, certified cheque or money order) on the date of execution of the Life Lease Agreement;
 - (b) Five percent (5%) of the Total Cost, within thirty (30) days of execution of the Life Lease Agreement;
 - (c) Five percent (5%) of the Total Cost within one hundred twenty (120) days of execution of the Life Lease Agreement;
 - (d) Five percent (5%) of the Total Cost, within three hundred seventy (370) days of execution of the Life Lease Agreement;
 - (e) Five percent (5%) of the Total Cost, within five hundred forty (540) days of execution of the Life Lease Agreement, or upon occupancy; and
 - (f) The balance of the Total Cost (*ie*, the remaining eighty percent (80%)) upon completion and occupancy.

- 41. In accordance with the Life Lease Agreements, the payments described at subparagraphs(a) through (e) above are included in the meaning of the term "Deposit". Full details in respect of the Deposits received by the Applicant are set out below.
- 42. The Life Lease Agreement establishes the "Completion Date" (*i.e.*, the date upon which interior work in the Suite has been completed to the extent necessary for occupation and safe access to the Suite is available) (the "**Completion Date**") as March 31, 2019, subject to extension for up to three (3) years on notice to the Purchasers. Notice of the extension of the Completion Date to March 31, 2022 was delivered to the Purchasers.

V. FINANCIAL STATUS

A. 2021 Unaudited Financial Statements

- 43. The Applicant's most recent annual unaudited financial statements are for the period ended September 30, 2021 (the "2021 Financial Statements"). Attached hereto as Exhibit "J" is a copy of the 2021 Financial Statements
- 44. The 2021 Financial Statements indicate that as of September 30, 2021, the Applicant had assets of \$25,766,228.49 and liabilities of \$29,115,052.79, details of which are set out below.

(i) Assets

- 45. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant's assets were composed of the following:
 - (a) Cash and investments in the amount of \$1,621,337.61
 - (b) Fixed assets in the amount of \$24,026,210.69; and

- (c) Other current assets in the amount of \$118,680.19.
- 46. The Applicant's fixed assets are composed of the 2.171 acre Development Land parcel upon which Trinity Ravine Community is intended to be built. The Development Land currently houses a paved parking lot adjacent to the Church, which is used by congregants of the Church on Sundays and is generally vacant the rest of the week

(ii) Liabilities

- 47. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant's liabilities were composed of the following:
 - (a) Accounts payable in the amount of \$608,015.18;
 - (b) Accrued liabilities in the amount of \$5,308,850.45; and
 - (c) Long term liabilities in the amount of \$23,198,187.16.

B. Secured Indebtedness

48. The Applicant's secured creditors include Limestone Capital Inc. ("**Limestone**") and Nahid Corp. ("**Nahid**"). Limestone and Nahid have both indicated that they support the Applicant's efforts to restructure and request for the Initial Order.

(i) Real Property Security

- 49. The Parcel Register in respect of the Development Land (previously attached as Exhibit "E" hereto) indicates the following:
 - (a) Charge registered June 16, 2021 in favour of Limestone in the maximum principal amount of \$3,000,000 (the "Limestone Charge"). Attached as Exhibit
 "K" hereto is a copy of the Limestone Charge, pursuant to which interest accrues

at a rate of 13% *per annum* and is paid monthly. The Applicant is current on interest payments.

(b) Charge registered October 19, 2021 in favour of Nahid in the maximum principal amount of \$4,700,000 (the "Nahid Charge"). Attached as Exhibit "L" hereto are copies of the Promissory Note and Nahid Charge (the "Nahid Loan & Security Documents"), pursuant to which interest accrues at a rate of 1.5% per month and is capitalized into the loan. As at the date hereof, approximately \$4,500,000 is owing under the Nahid Loan & Security Documents.

(ii) Personal Property Security

- 50. Royal Bank of Canada ("RBC") and Limestone have registered security interests under the *Personal Property Security Act* (Ontario) (the "PPSA"). Attached hereto as Exhibit "M" is a copy of a Personal Property Security Registration System Enquiry Response Certificate current to February 13, 2022 in respect of the Applicant, indicating the following PPSA registrations:
 - (a) RBC amended an existing registration against the debtor name "Scarboro Gospel Temple" (among others) on January 15, 2010 to add the name "Global Kingdom Ministries Inc." as an additional debtor in respect of all classes of collateral except "Consumer Goods". Following several renewals and other amendments, on March 16, 2021 the registration was amended to change the name of the one debtor to "Trinity Ravine Community Inc.". On August 27, 2021, RBC further amended its registration to, among other things, amend and restate the collateral

description to include cash collateral held by RBC in respect of three (3) letters of credit.

- (b) In addition to the above-noted registrations in respect of Global Kingdom Ministries Inc., as amended from time to time, RBC also registered separately against the name "Global Kingdom Ministries Inc." on April 10, 2019 in respect of the collateral classes "Accounts" and "Other". On June 15, 2021 the registration was amended to change the name of the debtor to "Trinity Ravine Community Inc.".
- (c) Limestone registered against the name "Global Kingdom Ministries Inc." on June 11, 2021 for a period of 5 years in respect of all classes of collateral except "Consumer Goods" and "Motor Vehicle".
- 51. The Applicant's indebtedness to Limestone is described at paragraph 49(a) above. The Applicant's indebtedness to RBC arose from the issuance of three (3) letters of credit issued to the City of Toronto, one on October 17, 2018 and two on October 18, 2018 (collectively, the "Letters of Credit"). The Letters of Credit secured landscape and finishing work to be completed with respect to the construction of the church building on the Church Land. It was anticipated that the work would be completed at the same time as that type of work would be carried out for the Applicant's development to avoid its destruction during construction and for ease of construction. Those Letters of Credit were due to expire one (1) year after their respective dates of issuance, and the City of Toronto realized on same. It is understood that the City would return those amounts to the Applicant once it replaces those Letters of Credit. Copies of the Letter of Credits are attached as **Exhibit "N"**.

C. Unsecured Indebtedness

52. As at February 16, 2022, the Applicant's unsecured indebtedness totalled \$24,744,893.70.

D. Key Contracts

- 53. The Applicant's key contracts are set out below:
 - (a) <u>Maple Reinders</u>. Pursuant to a Construction Management Contract for Services and Construction dated December 4, 2014 (the "Maple Contract") between the Applicant and Maple Reinders Constructors Ltd. ("Maple"), a construction services provider, Maple agreed to act as construction manager for Phase I of the Project, which included completion of the first of the two communities together with 2 level of underground parking totalling 224 parking spots, at a total approximate construction budget of \$53,000,000. The Maple Contract also contemplated construction budget of \$11,000,000. The Maple Contract provides that Maple's compensation is comprised of the sum of 2.75% of: (i) the Construction Cost Estimate, and (ii) the Cost of the Work (as such terms are defined in the Maple Contract). A copy of the Maple Contract is attached hereto as Exhibit "O".
 - (b) <u>KJK Ventures</u>. Pursuant to a Compensation Agreement dated October 2020 (the "KJK Agreement") with KJK Ventures Inc. ("KJK Ventures"), the Applicant agreed to, among other things, pay a monthly fee of \$35,000 plus HST to KJK Ventures for development management and related services. Kern Kalideen, the CEO of the Applicant, is the officer and director of KJK Ventures, which

provides real estate development services to religious and other charitable institutions. A copy of the KJK Agreement is attached hereto as **Exhibit "P"**. As at the date hereof, there is a total amount of \$285,850.00 owed to KJK Ventures under the KJK Agreement, for which KJK has agreed to accept reduced payments in the amount of \$10,000 plus HST for ongoing monthly services.

- (c) <u>Reinders & Rieder Ltd</u>. Pursuant to an Agreement dated March 31, 2015 (the "Reinders Agreement") with Reinders & Rieder Ltd. ("Reinders"), the Applicant agreed to, among other things, pay an amount equal to 2.65% of the Construction Costs (as defined in the Reinders Agreement) together with certain hourly rates and expenses to Reinders for architectural services. A copy of the Reinders Agreement is attached hereto as **Exhibit "Q"**. Work under the contract has ceased, but Reinders claims an amount of approximately \$423,140 is owing to it for architectural services rendered in 2020.
- (d) <u>Cushman Wakefield</u>. On November 12, 2021, the Applicant executed a commission agreement (the "**CW Agreement**") with Cushman and Wakefield ULC ("**Cushman**"), pursuant to which the Applicant agreed to pay the amount of \$528,000 to Cushman for the successful completion of a sale or joint venture agreement between the Applicant and Nahid or its subsidiaries or affiliates on or before March 31, 2022. A copy of the Cushman Agreement is attached hereto as **Exhibit "R**".
- (e) <u>Konica Equipment</u>. Pursuant to two Premier Lease Agreements between the Applicant and Konica Minolta Business Solutions (Canada) Ltd. ("**Konica**")

each dated September 20, 2019 (the "Konica Agreements"), the Applicant leased certain photocopiers and other equipment from Konica, and agreed to make 22 quarterly payments in the aggregate amount of \$6,770.63. Copies of the Konica Agreements are attached hereto as **Exhibit "S"**. An amount of approximately \$98,939.00 plus HST remains outstanding through the balance of the terms of the Konica Agreements.

VI. CAUSES OF CURRENT FINANCIAL CHALLENGES.

A. Challenges

- 54. Project costs have significantly escalated since the units were sold in 2016, making the current economics of the project unattainable. The pace of cost escalation has increased significantly since the emergence of the COVID-19 pandemic. Based on my review of statistics published by Statistics Canada, residential building construction prices in Toronto increased by a staggering 24.4% between the third quarters of 2020 and 2021.²
- 55. In addition, the emergence of the COVID-19 pandemic and the consequent shutdown of much of Canada's consumer economy has created additional challenges to the Applicant's business. As of the date of this Affidavit, the duration of the COVID-19 pandemic and the economic impact of the precautionary measures taken to combat its spread remain unknown.

² See <u>https://www150.statcan.gc.ca/n1/daily-quotidien/211028/t001e-eng.htm</u>, retrieved January 26, 2022.

B. Terminations & Refund Requests

- 56. As noted above, the initial Completion Date specified in the Life Lease Agreements was March 31, 2019, which could be (and was) extended on notice to the Purchasers for up to three (3) years, to March 31, 2022.
- 57. When originally conceived, there was considerable enthusiasm for the Project. A total of 439 Purchasers secured Suites in the Project, for which Deposits in the aggregate amount of approximately \$27.6 million were paid to the Applicant.
- 58. Over the course of late 2019 to 2021, certain Purchasers requested that their Life Lease Agreements be terminated given that the Project was not completed by the initial Completion Date and requested a return of their Deposit paid. Over this period, the Applicant accepted the termination requests of 188 Purchasers (the "**Refunded Purchasers**"), for which Deposits (inclusive of interest) were returned to the Refunded Purchasers in the aggregate amount of \$12,229,521.49 as at January 26, 2022.
- 59. Accordingly, and in light of the Refunded Purchasers, there is currently a total of 280 Purchasers that remain in the Project (the "**Remaining Purchasers**"), with Deposits paid to the Applicant in the aggregate principal amount of \$16,119,649.96.
- 60. Of these 280 Remaining Purchasers, approximately 120 Remaining Purchasers have contacted the Applicant requesting the termination of their Life Lease Agreement and return of their Deposit. The Applicant has not formally accepted any of these additional termination and Deposit requests.

61. Unfortunately, in addition to processing the terminations and refunds requested by the Refunded Purchasers, the Applicant spent the Deposit monies on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving minimal cash reserves. Consequently, the Applicant is unable to process further refund requests from the Remaining Purchasers.

VII. NEED FOR CCAA PROTECTION

A. Eligibility

- 62. The Applicant is insolvent insofar as it is unable to meet its obligations as they generally come due, and has ceased paying its current obligations in the ordinary course of business. In particular, a significant number of the Remaining Purchasers have purported to terminate their Life Lease Agreements and have demanded return of their Deposits. The Applicant is unable to refund the Deposits at this time.
- 63. As at the date hereof, the aggregate amount of the claims against the Applicant is more than \$31 million.
- 64. Based on the current cash availability and projected cash use, action needs to be taken to protect the interests of the Remaining Purchasers and other stakeholders.
- 65. The Applicant's liquidity position is deteriorating and with no sources of revenue, additional funding will need to be borrowed in order to support the Applicant while it restructures. The Applicant has the support of it secured creditors, Limestone and Nahid, and I believe that there is sufficient equity in the Development Land to either: (i) secure additional financing to complete the Project, or (ii) sell the Development Land and use the

proceeds of sale to refund the Deposits to the Remaining Purchasers, as well as repay other creditors.

66. Based on the 26-Week Cash Flow Forecast (as defined below), the Applicant estimates that it requires a commitment for additional funding in the range of \$750,000 to \$850,000 in order to ensure that it has sufficient resources to complete the SISP and CCAA process.

VIII. FUNDING OF THE CCAA PROCEEDINGS

IX. PROPOSED INITIAL ORDER

A. Cash Flow Forecast

- 67. The Applicant has worked with the Proposed Monitor to prepare a 13-week consolidated cash flow forecast for the Applicant for the period ending May 22, 2022 (the "13-Week Cash Flow Forecast"). Attached hereto as Exhibit "T" is a copy of the 13-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 13-Week Cash Flow Forecast, I believe that it is fair and reasonable.
- 68. The 13-Week Cash Flow Forecast indicates a closing cash balance of approximately\$210,000 over the period due to a negative net cash flow of \$366,000.
- 69. The Applicant has worked with the Proposed Monitor to prepare a 26-week cash flow forecast for the Applicant for the period ending August 21, 2022 (the "26-Week Cash Flow Forecast"). Attached hereto as Exhibit "U" is a copy of the 26-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 26-Week Cash Flow Forecast, I believe it is fair and reasonable.

70. The 26-Week Cash Flow Forecast indicates a requirement for the Applicant to obtain financing of at least \$538,000 to successfully complete a Plan. The Applicant does not require financing for the purposes of making the within application for CCAA protection. However, the Applicant does anticipate that it will require financing at a later date in order to attend to the steps proposed herein and in order to support it through the course of the CCAA proceedings. While not required at this particular juncture, the Applicant intends to secure financing and seek Court-approval for same at a later date, as further particularized below.

X. PROPOSED INITIAL ORDER

71. The Applicant is seeking the Initial Order substantially in the form attached as Tab 3 to the Application Record.

A. The Stay of Proceedings in Favour of the Applicant

72. The Initial Order contemplates a stay of all proceedings against the Applicant and its Property for an initial period of ten (10) days. As set out below, I anticipate that the Applicant will bring a motion during that period for an Order, among other things, extending the stay of proceedings.

B. Administration Charge

73. The Applicant intends to seek an initial charge against the Property in favour of the Monitor and its counsel and the Applicant's counsel to an initial maximum aggregate amount of \$150,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten (10) day protection period leading up to the first comeback hearing (the "Administration Charge"). In my view, the proposed Administration Charge is fair and reasonable in the circumstances.

- 74. The Administration Charge is proposed to rank as a first-priority charge, with the exception of ranking in subordinate to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the "**Encumbrances**") in favour of any persons that have not been served with notice of this Application.
- 75. I believe that the granting of the Administration Charge, which may be increased at a later date, will permit and enhance the preparation of a viable SISP and CCAA process.

XI. INTENTION TO OBTAIN SECOND ORDER

- 76. As referred to above, I anticipate that the Applicant will return to Court within the 10 day period following the Initial Order (should it be granted) to seek an Order granting an extension of the stay of proceedings, approval of the SISP, and approval of debtor-in-possession financing ("**DIP Facility**"), as well as certain other relief.
- 77. As noted above, while not necessary at this juncture, the Applicant will require financing through the course of the CCAA proceedings in order to permit the Applicant to continue to operate its business. The Applicant, with the assistance of its counsel and the Monitor, is taking steps to secure a potential DIP Facility for this purpose. At this time, the Applicant is anticipating it will secure a DIP Facility in the maximum amount of \$850,000, payable in monthly tranches, with interest thereon at a rate per annum equal to 12% or the TD Bank

Prime Rate plus 9.55%. The Applicant intends to provide the Court with a fulsome update on the DIP Facility and seek court-approval in this regard at the comeback hearing.

XII. THE PROPOSED MONITOR

- 78. The Applicant proposes that Deloitte be appointed Monitor in this proceeding. Deloitte has consented to act as Monitor and its written consent is included at Tab 4 of the Application Record.
- 79. Deloitte is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada), and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

XIII. CONCLUSION

- 80. I believe that the Applicant ought to be granted protection under the CCAA. I am confident that granting the draft Initial Order is in the best interests of the Applicant as well as its employees, Purchasers, creditors, and other stakeholders. As set out above, I believe that given sufficient "breathing room" under the CCAA, the Applicant will be able to either (i) complete the Project for the benefit of the Remaining Purchasers who wish to move into their Suites in a way that provides sufficient liquidity to deal with Remaining Purchasers who wish to terminate their Life Lease Agreements, or (ii) sell the Development Land and distribute the proceeds to the Remaining Purchasers and other creditors.
- 81. Furthermore, I believe that even in a "worst case scenario" in which the Development Property is sold, a SISP under the CCAA will maximize proceeds on a more timely and

cost-effective basis than the available alternatives, and will provide for an orderly claims process and distribution process.

82. I swear this affidavit in support of an Application under the CCAA for an Initial Order in the form contained at Tab 3 of the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto,	
in the Province of Ontario, this day of	
February 2022	
Monica Falicim	
Commissioner for Taking Affidavits	

	DocuSign	ed by:	
	Jeremy	anderson	
JEREM	70645C98	E045438	

This is Exhibit "B" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

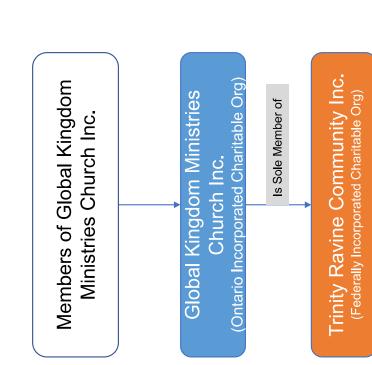
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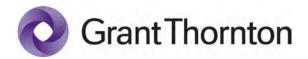
Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Org Chart Structure



Schedule "E"



Financial Statements

Global Kingdom Ministries Inc.

September 30, 2020

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Independent Auditor's Report

Grant Thornton LLP Suite 200 15 Allstate Parkway Markham, ON L3R 5B4 T +1 416 366 0100 F +1 905 475 8906

To the Members of Global Kingdom Ministries Inc.

Qualified opinion

We have audited the financial statements of Global Kingdom Ministries Inc. (the "Church"), which comprise the statement of financial position as at September 30, 2020, and the statements of operations, changes in fund balances and cash flows for the year then ended, and notes to the financial statements including a summary of significant accounting policies.

In our opinion, except for the effects of the matter described in the *Basis for qualified opinion* paragraph, the financial statements present fairly, in all material respects, the financial position of the Church as at September 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations ("ASNPO").

Basis for qualified opinion

As outlined in Note 8 to the financial statements, in the course of obtaining long-term financing, the Church entered into an interest rate swap agreement. Based on a valuation of this financial instrument as at September 30, 2020, there is an unrealized cumulative loss which has not been recorded in the financial statements. In this respect, the financial statements are not in accordance with ASNPO. Had the swap agreement been recorded at fair value, the excess (deficiency) of revenue over expenditures for the year ended September 30, 2020 would have been reduced by the unrealized loss of \$143,731 (2019 – \$178,494), and liabilities would have been increased and fund balances would have been decreased as at September 30, 2020, by the cumulative loss of \$83,795 (2019 – cumulative gain of \$59,936).

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Church in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with ASNPO, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Church's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using

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the going concern basis of accounting unless management either intends to liquidate the Church or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Church's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due
 to fraud or error, design and perform audit procedures responsive to those risks, and obtain
 audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of
 not detecting a material misstatement resulting from fraud is higher than for one resulting from
 error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the
 override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Church's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Church's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Church to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Grant Thornton LLP

Markham, Canada February 16, 2021

Chartered Professional Accountants Licensed Public Accountants

As at September 30	General Fund	۵	Development Fund	2020	2019
Assets Current					
Cash Guaranteed investment	\$ 324,830	\$	1,366,734	\$ 1,691,564	\$ 3,881,061
certificates (Note 4) Harmonized Sales Taxes (HST)	104,750		-	104,750	104,750
recoverable	13,631		63,569	77,200	166,708
Interfund receivable (payable)	1,143,287		(1,143,287)	-	-
Prepaid expenses and other assets	 103,580		27,718	 131,298	 104,051
	1,690,078		314,734	2,004,812	4,256,570
Property under development (Note 5)	-		34,927,361	34,927,361	32,858,140
Property and equipment (Note 6)	 -		13,976,971	 <u>13,976,971</u>	 14,303,526
	\$ 1,690,078	\$	49,219,066	\$ 50,909,144	\$ 51,418,236
Liabilities Current Accounts payable and accrued liabilities Loans payable (Note 7) Long-term debt (Note 8)	\$ 74,633 - -	\$	935,397 5,442,250 7,331,000	\$ 1,010,030 5,442,250 7,331,000	\$ 1,341,652 5,442,250 564,000
	74,633		13,708,647	13,783,280	7,347,902
Life lease and service deposits (Note 5) Long-term debt (Note 8)	 -		26,701,740	 26,701,740 -	 26,641,674 7,094,000
	 74,633	_	40,410,387	 40,485,020	 41,083,576
Fund balances Unrestricted Invested in property and equipment	 1,615,445 -		- 8,808,679	 1,615,445 8,808,679	 1,240,182 9,094,478
	 1,615,445		8,808,679	 10,424,124	 10,334,660
	\$ 1,690,078	\$	49,219,066	\$ 50,909,144	\$ 51,418,236

Capital and

Global Kingdom Ministries Inc. Statement of Financial Position

Contingencies (Note 9)

On behalf of the Board of Directors

Lan

Director

Chris Kean

Director

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Global Kingdom Ministries Inc. Statement of Operations

	Gener	al Fund		tal and ment Fund	Total	Total
Year ended September 30	2020	2019	2020	2019	2020	2019
Revenue Offerings						
General	\$ 2,549,575	\$ 2,815,702	\$-	\$-	\$ 2,549,575	\$ 2,815,702
Missions	134,906	231,244	-	-	134,906	231,244
Capital	-	-	27,450	29,430	27,450	29,430
Government assistance	389,128	50,877	37,157	-	426,285	50,877
Rental, interest and other income	86,691	144,626	7,359	1,530	94,050	146,156
Ministry	22,574	130,946			22,574	130,946
	3,182,874	3,373,395	71,966	30,960	3,254,840	3,404,355
Expenditures						
Ministry (Note 12)	1,300,435	1,401,672	-	-	1,300,435	1,401,672
Administration (Note 12)	540,078	537,615	-	-	540,078	537,615
Amortization of property and equipment	-	-	385,940	396,739	385,940	396,739
Building maintenance (Note 12)	328,600	456,053	-	-	328,600	456,053
Missions (Note 12)	197,929	259,211	-	-	197,929	259,211
Commissions (Note 5)	-	-	194,087	-	194,087	-
Interest on swap loan (Note 8)	-	-	157,993	142,043	157,993	142,043
Marketing			60,314		60,314	
	2,367,042	2,654,551	798,334	538,782	3,165,376	3,193,333
Excess (deficiency) of revenue over expenditures	<u>\$ 815,832</u>	<u>\$718,844</u>	<u>\$ (726,368</u>)	<u>\$ (507,822</u>)	<u>\$ 89,464</u>	\$ 211,022

Global Kingdom Ministries Inc. Statement of Changes in Fund Balances

Year ended September 30	General Fund	D	Capital and evelopment Fund	2020	2019
Balance, beginning of year	\$ 1,240,182	\$	9,094,478	\$ 10,334,660	10,123,638
Excess (deficiency) of revenue over expenditures	815,832		(726,368)	89,464	211,022
Interfund transfer	 (440,569)		440,569		
Balance, end of year	\$ 1,615,445	\$	8,808,679	\$ 10,424,124	\$ 10,334,660

Global Kingdom Ministries Inc. Statement of Cash Flows

Statement of Cash Flows Year ended September 30	2020		2019
Increase (decrease) in cash			
Operating			
Excess of revenue over expenditures Items not affecting cash	\$ 89,464	\$	211,022
Amortization of property and equipment Commission expense (Note 5)	 385,940 194,087	_	396,739
	 669,491	_	607,761
Change in non-cash working capital items			
HST recoverable	89,508		488,028
Prepaid expenses and other assets	(27,247)		(12,368
Accounts payable and accrued liabilities	 (2,472)	_	(1,079,821
	 59,789	_	<u>(604,161</u>
	 729,280	_	3,600
Financing			
Proceeds of loans payable	-		4,322,250
Repayment of long-term debt	 (327,000)		<u>(548,000</u>
	 (327,000)		3,774,250
nvesting	20 502		0 000 000
Redemption of guaranteed investment certificates	29,593 (20,502)		9,000,000
Purchase of guaranteed investment certificates Reinvested interest earned on guaranteed investment certificates	(29,593)		(1,591
Purchase of property under development	- (2,592,458)		(17,549,128
Proceeds from deposits from service providers	169,500		(17,040,120
Proceeds from life lease deposits	1,187,581		5,952,433
Repayments of life lease deposits	(1,297,015)		-,,
Property and equipment purchases	 (59,385)	_	<u>(</u> 38,519
	 (2,591,777)	_	(2,636,805
(Decrease) increase in cash	(2,189,497)		1,141,045
Cash	0 004 004		0 7 40 0 40
Beginning of year	 3,881,061		2,740,016
End of year	\$ 1,691,564	\$	3,881,061
Supplemental cash flow information			

Reversal of commission payable and reduction of property under development (Note 5)

See accompanying notes to the financial statements.

September 30, 2020

1. Purpose of the organization and subsequent event

Global Kingdom Ministries Inc. (the "Church") is a multi-cultural family that worships together, grows together, and shares the Good News of Jesus Christ. The Church was incorporated under the Corporations Act (Ontario) on September 4, 2007 and is a registered charity under the Income Tax Act.

Subsequent to year end on October 1, 2020, the Church transferred the net assets of its ministry operations to Global Kingdom Ministries Church Inc., an inactive holding entity under common control. Immediately prior to the transfer, Global Kingdom Ministries Church Inc. obtained control of the Church by virtue of a change in bylaws of the Church that resulted in the ability to elect the Church's Board of Directors.

Net assets of the Church in the amount of \$14,733,521 were transferred at their carrying amount to Global Kingdom Ministries Church Inc. in exchange for: (i) \$10 and (ii) a note receivable from Global Kingdom Ministries Church Inc. in the amount of \$2,948,544.

The following net assets were transferred at carrying amount effective October 1, 2020:

Cash	\$	324,830
Cash	φ	324,030
Guaranteed investment certificates		104,750
Harmonized Sales Taxes recoverable		13,631
Property under development – Phase III		284,392
Property and equipment		13,976,971
Prepaid expenses and other assets		103,580
Accounts payable and accrued liabilities		<u>(74,633</u>)
Net assets transferred	\$	14,733,521

On October 21, 2020, the Church was renamed Trinity Ravine Community Inc. Global Kingdom Ministries Church Inc. controls Trinity Ravine Community Inc. by virtue of the ability to elect Trinity Ravine Community Inc.'s Board of Directors.

2. Summary of significant accounting policies

Basis of presentation

Church management has prepared these financial statements in accordance with Canadian accounting standards for not-for-profit organizations ("ASNPO"), the more significant of which are outlined below.

Use of estimates

Management reviews the carrying amounts of items in the financial statements at each statement of financial position date to assess the need for revision or any possibility of impairment. Certain items in the preparation of these financial statements require management's best estimate. Management determines these estimates based on assumptions that reflect the most probable set of economic conditions and planned courses of action.

September 30, 2020

2. Summary of significant accounting policies (continued)

Use of estimates (continued)

These estimates are reviewed periodically and adjustments are made to excess (deficiency) of revenue over expenditures as appropriate in the fiscal year they become known.

The significant areas requiring the use of management's judgment relate to the estimated useful life of property and equipment, and the fair value of the interest swap loan. Actual results could differ from these estimates.

Fund accounting

The Church uses fund accounting to present its financial statements whereby resources for particular purposes are classified for accounting and reporting purposes into one of the following funds.

The General Fund accounts for the Church's ministry and administrative activities.

The Capital and Development Fund reflects revenue earned and funds expended to purchase and develop property and equipment.

Interfund transfers

Transfers between funds are recognized when resources of one fund have been authorized to finance activities and acquisitions in another fund. The Church's Board of Directors (the "Board") authorized the transfer of part of the 2020 General Fund excess of revenue over expenditures to the Capital and Development Fund to assist with costs of property under development, the purchase of Church property and equipment, and repayment of debt.

Revenue recognition

The Church follows the restricted fund method of accounting for restricted contributions. Restricted contributions and government assistance are recognized in the fiscal year received or receivable as revenue of the fund to which they are directed. Unrestricted offerings and government assistance are recognized as revenue of the General Fund in the fiscal year received or receivable if collection is reasonably assured. Rental, interest and other income is recognized as earned.

Revenue relating to sales of life lease condominiums is recognized provided that the related agreement is unconditional; the buyer occupies the unit; a reasonable portion of the sale proceeds have been received; collectability of the remaining proceeds is reasonably assured; and the Church can reliably measure the necessary costs to complete the development of the asset. Until these criteria are met, any proceeds received are accounted for as life lease deposits in the statement of financial position.

The Church has also received deposits for the use of service providers for the life lease condominiums when constructed. Any such proceeds received are accounted for as service deposits in the statement of financial position and will be recognized in revenue over the life of the service agreement.

Donated services

The work of the Church is dependent on the voluntary service of many members. Since these services are not normally purchased by the Church and because of the difficulty in determining their fair value, donated services are not recognized in these financial statements.

September 30, 2020

2. Summary of significant accounting policies (continued)

Property under development including intangible assets

The cost of property under development includes all expenditures incurred in connection with acquisition, including all direct development costs to prepare it for its productive use. Incidental operating income (expense) earned during the development period is recognized as charge to property under development. Interest, financial and transaction costs associated with loans incurred for the direct expenditures on property under development are capitalized. Interest costs are capitalized from the commencement of the development until the accounting completion date, which is the date the development has reached a satisfactory level of occupancy.

The Church considers a satisfactory level of occupancy to have occurred when the property is capable of operating in the manner intended by management.

Intangible assets comprised of sales commissions paid by the Church for the development of the Trinity Ravine Community project are capitalized and expensed to commission expense at the earlier of i) the date of mutual release of life lease units and ii) the Church's recognition of revenue on the sale of life lease units.

Property and equipment

Property and equipment are recorded at cost and are amortized on a straight-line basis over their estimated useful life as follows:

Building	40 years
Furniture and equipment	5 years
Computer equipment and software	3 years

Long lived assets

Long lived assets are tested for impairment when events or changes in circumstances indicate that an asset might be impaired. The assets are tested for impairment by comparing the net carrying value to their fair value or replacement cost. If the asset's fair value or replacement cost is determined to be less than its net carrying value, the resulting impairment is reported in the statement of revenue and expenses. Any impairment recognized is not reversed.

Financial instruments

The Church's financial instruments are measured at fair value when issued or acquired.

At each reporting date, the Church measures its financial assets and liabilities at amortized cost (less impairment in the case of financial assets), except related party transactions that are recorded at the exchange amount. The financial instruments measured at amortized cost are cash, guaranteed investment certificates (GICs), accounts payable, loans payable, and long-term debt.

For financial assets measured at amortized cost, the Church regularly assesses whether there are any indications of impairment. If there is an indication of impairment, and the Church determines that there is a significant adverse change in the expected timing or amount of future cash flows from the financial asset, it recognizes an impairment loss in the statement of operations. Any reversals of previously recognized impairment losses are recognized in the statement of operations in the fiscal year the reversal occurs.

September 30, 2020

2. Summary of significant accounting policies (continued)

Adoption of new accounting standards

On October 1, 2019, the Church adopted new accounting standards *Section 4433 Tangible capital assets held by not-for-profit organizations* and *Section 4434 Intangible assets held by not-for-profit organizations* (the "standards"). The most significant requirements include:

- tangible capital assets must be separated into their component parts, when practicable, and when estimates can be made of the lives of the separate components;
- tangible capital assets and intangible assets are written down to fair value or replacement cost to
 reflect partial impairments when conditions indicate that the assets no longer contribute to an
 organization's ability to provide goods and services, or that the value of future economic benefits
 or service potential associated with the tangible capital assets are less than their net carrying
 amounts; and
- additional disclosures when an impairment has occurred.

The adoption of the new accounting standards was applied prospectively, except the Church was permitted to recognize an adjustment to opening fund balances at October 1, 2019 to reflect partial impairments of tangible and intangible assets existing at that date, if any. The adoption of these standards did not have any impact on the statement of financial position as at October 1, 2019 and the changes in financial position for the current period.

3. Objectives, policies and processes for managing capital

The Church's capital is comprised of the net amounts invested in unrestricted funds and capital and development funds.

Unrestricted funds

The objective of the Board is to maintain an unrestricted fund balance sufficient to meet both the annual working capital requirements and the annual maintenance of property and equipment. Staff members prepare, and the Finance Committee reviews, the annual budget for their respective departments. After the budget is approved by the Board, the Treasurer monitors the actual results against the forecast and notifies the Finance Committee and the Board when changes to plans are required.

Invested in capital and development funds

The Church invested in property and equipment to provide a larger place of worship, and completed Phase I in March 2008, comprising 55,000 square feet for the benefit of all congregants.

During fiscal 2011, the Church completed the process of constructing additional facilities of approximately 24,500 square feet. This was initially a two-storey building which houses a full size gymnasium, offices and meeting rooms. The building was constructed to add a third floor at a later date. The management of this new facility is included under the overall Church management.

Any new property and equipment acquisitions or building projects over \$5,000 are first brought to the Finance Committee for consideration who will, in turn, receive final approval from the Board. During fiscal 2020, the Finance Committee and the Board approved the additions described in Notes 5 and 6.

September 30, 2020

3. Objectives, policies and processes for managing capital (continued)

Other restrictions

The Church is subject to the disbursement requirements set by the Canada Revenue Agency for Canadian charities, and as at the end of fiscal 2020, was in compliance with this requirement.

The Church is not subject to any external capital requirements other than those outlined elsewhere.

4. Guaranteed investment certificates

There are two GICs at year end securing the City of Toronto letters of credit as disclosed in Note 9. One GIC is invested at a rate of 1.22% per annum (2019 – 1.22% per annum), maturing in October 2020 (2019 – October 2020) at an amount of \$75,157 (2019 - \$75,157). The other GIC is invested at a rate of 1.00% per annum (2019 – 1.00% per annum), maturing in April 2021 (2019 – April 2020) at an amount of \$29,593 (2019 - \$29,593).

5. Property under development and life lease deposits and service deposits

Property under development

Total expenditures for property under development of \$34,927,361 (2019 - \$32,858,140) includes:

	Trinity Ravin	e Community	Phase III			
	2020	2019	2020	2019		
Land at 1256 Markham Road (2.171 acres on the Northern portion of the land)	<u>\$ 2,036,354</u>	<u>\$ 2,036,354</u>				
Capital expenditures, beginning of year Capital expenditures Interest and financing charges	23,437,009 1,706,613	6,936,731 15,671,200	284,392 -	284,392 -		
(Notes 7 and 8)	742,724	829,078		<u> </u>		
	25,886,346	23,437,009	284,392	284,392		
Intangible asset, beginning of year Fees and commissions paid Fees and commissions reversed	7,100,385 143,121 (329,150)	6,051,535 1,048,850 -		- - -		
Fees and commissions expensed	<u>(194,087</u>)					
	6,720,269	7,100,385		<u> </u>		
Balance, end of year	\$ 34,642,969	\$ 32,573,748	\$ 284,392	\$ 284,392		

September 30, 2020

5. Property under development and life lease deposits and service deposits (continued)

Cumulative fees and sales commissions on life lease units amount to \$6,720,269 (2019 - \$7,100,385). During the year, intangible assets in the amount of \$329,150 (2019 - \$Nil) were reversed due to an adjustment to the agreement on commissions required to be paid. In addition, there were \$194,087 (2019 - \$Nil) in previously paid sales commissions that were written off as commissions expense in conjunction with the mutual release of certain units.

Life lease deposits and service deposits

This balance represents lump sum payments received related to Life Lease Agreements. The change in the balance of the year is as follows:

	2020 2019
Balance, beginning of year Deposits for life lease units Less mutual releases of units Less amount amortized to revenue	\$ 26,641,674 \$ 20,689,241 1,187,581 5,952,433 (1,297,015) -
	26,532,240 26,641,674
Deposit provided by service providers	
Balance, end of year	\$ 26,701,740 \$ 26,641,674

Trinity Ravine Community ("TRC")

During fiscal 2015, the Church decided to pursue the construction of a life lease condominium complex on the Church's property at 1256 Markham Road to provide adult lifestyle housing for the community. The plan calls for the creation of a vibrant community with many amenities for seniors and a bustling sidewalk atmosphere along Markham Road. Having already received re-zoning approval for two acres, the Church's plan is to build approximately 585 life-lease residential units in two phases, with construction of Phase I (300 units) expected to begin in Spring 2021 and Phase II (285 units) six months later with expected occupancy by March 2024. Unit sales began in September 2016. As at September 30, 2020, 75% of the units have been sold. Deposits are reflected as life lease deposits in the statement of financial position.

Included in property under development is a cumulated total of \$2,086,113 (2019 - \$2,281,063) paid to a corporation with whom a member of management was associated, for development consulting services and commission on the sale of units.

Effective October 1, 2020, a contract was signed for annual consulting fees of up to \$655,000 to a maximum of \$2,620,000 to completion (defined as 80% occupancy).

The Church has engaged the services of Maple Reinders as construction project manager and Reinders + Rieder Ltd. as project architects for the development of TRC. To date, no project commitments have been entered into.

September 30, 2020

5. Property under development and life lease deposits (continued)

Phase III

To meet the growing need for more space resulting from increased ministry growth, especially with children and youth, the Church launched Phase III of the original building plans in fiscal 2013. Phase III will provide additional space of 24,834 square feet and the opening of the balcony. During fiscal 2015, the Church decided to delay construction of Phase III until the end of Phase I of Trinity Ravine Community, expected in Spring 2024.

6. **Property and equipment**

				 2020	 2019
	 Cost	-	Accumulated	 Net Book Value	 Net Book Value
Land at 1250 Markham Road (4.482 acres on the Southern portion of the land) Building Furniture and equipment Computer equipment and software	\$ 4,204,026 13,652,178 380,983 <u>64,563</u>	\$	- 3,987,300 294,193 43,286	\$ 4,204,026 9,664,878 86,790 21,277	\$ 4,204,026 10,006,182 75,179 <u>18,139</u>
	\$ 18,301,750	\$	4,324,779	\$ 13,976,971	\$ 14,303,526

7. Loans payable

		2020		2019
Loan payable to Ontario Wealth Management Corporation ("OWEMANCO"), bearing interest at 11.00% (2019 – 11.25%), due January 2021 (2019 – October 2019). The loan is open for repayment in full upon at least one month's written notice and payment of one month's interest premium. The loan is secured by a second priority claim on the land and building and a general security agreement on all assets of the Church. During the year, the Church renegotiated the terms of the loan.	\$	5,300,000	\$	5,300,000
Investor loans payable, bearing interest at 7% for a three-year period, renewable annually, due on 60 days' advanced notice and unsecured. The investor loans payable are due to members of the congregation.		142.250		142.250
	¢	5.442.250	¢	5.442.250
	φ	3,772,230	ψ	3,442,230

OWEMANCO interest expense and loan renewal fees incurred of \$649,668 (2019 - \$727,777) and interest of \$10,415 (2019 - \$9,935) on the investor loans payable were included in property under development costs (Note 5).

September 30, 2020

8. Long-term debt

o. Long-term debt	 2020	 2019
Interest swap loan, payable in monthly average principal payments of \$46,000, bearing interest at a fixed rate of 1.38%, plus a stamping fee of 1.3%, due January 17, 2022, secured by a first priority claim on the land and building and a general security agreement on all assets of the Church	\$ 7,331,000	\$ 7,658,000
Less: current portion	 (7,331,000)	 (564,000)
	\$ -	\$ 7,094,000

Interest expense of \$41,416 (2019 - \$53,507) incurred on a portion of the loan payable for the TRC project was included in property under development costs (Note 5). The remainder is included in the statement of operations.

In May 2016, the Church entered into an interest rate swap agreement with a Canadian chartered bank, in order to eliminate any interest rate cash flow risk if the loan payable had otherwise been arranged with an interest rate based on the bank's prime rate. The agreement is for a 5-year term.

ASNPO requires that this financial instrument be considered and valued at the year end date. The fair value of the swap is estimated by discounting net cash flows of the swap using forward interest rates for a swap with the same maturity. At September 30, 2020, the fair value of the interest rate swap results in an unrealized loss for the year of 143,731 (2019 – 178,494) and a cumulative loss of 833,795 (2019 – cumulative gain of 559,936). This cumulative gain or loss has not been recorded as management believes that such a presentation would be a misrepresentation of the financial position of the Church.

As a condition of the swap loan, the Church is required to maintain a minimum debt service ratio, calculated including only balances related to \$5,747,000 (2019 - \$6,005,000) of the interest swap loan. As at September 30, 2020, the Church is not in compliance with this covenant. As a result, long-term debt is reflected as a current liability.

9. Contingencies

Letters of credit

The Church is contingently liable for irrevocable letters of credit issued by its bank as requested by the City of Toronto. As at September 30, 2020, the letters of credit amounted to \$956,792 (2019 - \$956,792).

TRC buyback and leaseback options

As part of the overall TRC sales strategy, two incentive programs were introduced at a one-time sales event to select brokers and investors: a buyback option, based on a fixed square footage rate at current rates less any discounts and less 50% of any upgrades, that may be exercised by the purchaser within two years from the occupancy date; and a leaseback option for a term of two or three years whereby investors are guaranteed a return on their investments with TRC operating the lease and having control over their units. Both options will commence on the project completion date.

As at September 30, 2020, one unit was sold under the buyback option, and 29 units were sold under the leaseback option resulting in a total commitment of \$1,680,000.

10. Financial instruments risk management

The Church is exposed to various risks through its financial instruments. The following analysis provides a measure of the Church's risk exposures and concentrations, which remain unchanged from the prior fiscal year. It is management's opinion that the Church is not otherwise exposed to significant credit or currency risks arising from its financial instruments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Church is exposed to interest rate risk with respect to GICs, loans payable, and long-term debt.

The interest rate swap arrangement described in Note 8 provides interest rate fluctuation protection for the remainder of the loan repayment term to fiscal 2022. The Church is exposed to interest rate price risk with respect to the fixed rate portion and the additional stamping fee that is paid. The stamping fee is fixed to fiscal 2022 at 1.3% and must be renegotiated at that time, based on the Church's creditworthiness and level of borrowing. It is management's opinion that the Church is not exposed to significant interest rate risk as its creditworthiness is not expected to decline in the future.

Liquidity risk

Liquidity risk is the risk that the Church will encounter difficulty in meeting its obligations. The Church is exposed to this risk mainly in respect of its accounts payable, loans payable, and long-term debt. The Church reduces exposure to liquidity risk by ensuring that adequate cash reserves are maintained and holding GICs that can be readily converted into cash.

Included in accounts payable and accrued liabilities are government remittances of \$Nil (2019 - \$19,165).

Global Kingdom Ministries Inc. Notes to the Financial Statements

September 30, 2020

11. Comparative amounts

Certain comparative amounts have been reclassified from those previously presented to conform to the presentation of the 2020 financial statements.

12. Details of General Fund expenditures

Ministry Personnel Next generation ministries Church ministries and community Sunday gatherings	\$ 2020 1,055,135 101,881 79,459 63,960	\$ 2019 1,053,923 170,075 135,328 42,346
	\$ 1,300,435	\$ 1,401,672
Administration Personnel Operating expenses	\$ 339,714 200,364	\$ 375,136 162,479
	\$ 540,078	\$ 537,615
Building maintenance Facility Personnel	\$ 198,589 130,011	\$ 296,809 159,244
	\$ 328,600	\$ 456,053
Missions World missions Home missions Mission training and promotion Mission trips	\$ 127,905 67,359 1,665 1,000 197,929	\$ 83,806 116,366 4,671 54,368 259,211

Global Kingdom Ministries Inc. Notes to the Financial Statements

September 30, 2020

13. COVID-19

On March 11, 2020, the World Health Organization declared a global pandemic as a result of the spread of COVID-19. Since that time, the pandemic has severely impacted local economies around the globe. In many countries, including Canada, organizations were forced to cease or limit operations for long or indefinite periods of time. Measures taken to contain the spread of COVID-19, including travel bans, quarantines, physical distancing, and closures of non-essential services have triggered significant disruptions to organizations worldwide, resulting in a widespread economic slowdown. Governments and central banks have responded with monetary and fiscal interventions in an attempt to stabilize economic conditions.

The duration and impact of the COVID-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the Church for future periods. Subsequent to year end, as at the audit report date, the Church experienced a decline in offerings relative to historical trends. However, the Church expects that its existing reserves, ongoing cost mitigation efforts, and government assistance will provide the necessary support for the foreseeable future.

Schedule "F"

\sim				PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDE	NTIFIER	
	Ontario	ServiceOn	tario regis offici		PAGE 1 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:46:56	253
			* CER'	TIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RES	SERVATIONS IN CROWN GRANT *	
PROPERTY DES	<u>SCRIPTION:</u>	TOGETHER WITH AN EZ PARTS 5, 6 66R3132 EASEMENT OVER PARTS	ASEMENT OVER PART OJ 5 AS IN AT5708631; 5 3, 9 66R31325 IN 1	L1,12 ON PLAN 66R31325; TOGETHER WITH AN EASEMENT OVER PT LT 3 F LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66 LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT570	WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, 5 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN 5R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER	
PROPERTY REN	IARKS:	PLANNING ACT CONSEN	NT IN DOCUMENT AT57	08631.		
<u>ESTATE/QUAL</u> FEE SIMPLE LT CONVERSIC	<u>FIER:</u> N QUALIFIED		<u>recently:</u> division fro	M 06179-0128	PIN CREATION DATE: 2021/06/03	
OWNERS' NAME FRINITY RAVI	<u>ES</u> NE COMMUNITY	INC.	<u>CAPACITY</u> SH	<u>IARE</u>		
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUI	INCLUDES ALI	L DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2021/06/03 **		
**SUBJECT,	ON FIRST REGI	STRATION UNDER THE I	AND TITLES ACT, TO			
**	SUBSECTION 44	4(1) OF THE LAND TIT	ES ACT, EXCEPT PAR	GRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
* *	THE RIGHTS OI	F ANY PERSON WHO WOUL	D, BUT FOR THE LANI) TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LE	ENGTH OF ADVERSE POSS	ESSION, PRESCRIPTIC	N, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
* *	ANY LEASE TO	WHICH THE SUBSECTION	1 70(2) OF THE REGIS	TRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 2000/06	5/26 **			
64R9926	1983/09/08	PLAN REFERENCE				с
64R10306	1984/08/14	PLAN REFERENCE				
		I DAN REFERENCE				
TB268009	1985/09/10	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	CITY OF SCARBOROUGH	
CO.	RRECTIONS: 'I	NSTRUMENT TYPE' CHAN	GED FROM 'TRANSFER'	to 'trans easment' on 1991/03/19 by roma nutley.		
66R22461	2006/05/17	PLAN REFERENCE				с
AT2010746	2009/02/11	NOTICE	\$2	CITY OF TORONTO		с
		OTICE IS FOR AN INDE				
AT2279726	2010/01/15	TRANS RLIGIOUS ORG	\$7,650,000	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	GLOBAL KINGDOM MINISTRIES INC.	С

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



LAND REGISTRY

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PAGE 2 OF 3

PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:46:56

06179-0141 (LT) * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2279804	2010/01/15	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
۵T2485789	2010/08/25	NOTICE	\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	с
	MARKS: RE, AI		72			Ũ
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
REI	MARKS: AT2279	3804		GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO		С
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
114930400	2010/03/04			ROYAL BANK OF CANADA	CITY OF TORONTO	
REI	MARKS: AT2279	804 TO AT4950467				
3004002617	2010/10/17	NOWTOR				
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		С
AT4993259	2018/10/29	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
አም/ ዓዓ3260	2018/10/29	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***		
A14993200	2010/10/25	NO ASSON NENT GEN		GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
REI	MARKS: AT4993	3259				
275056700	0010/01/17					
AT5056728	2019/01/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
					CANADIAN WESTERN TRUST COMPANY	
					CANADIAN WESTERN TRUST COMPANY	
					CANADIAN WESTERN TRUST COMPANY	
REI	MARKS: AT4993	3259. AT4993259				
AT5069400	2019/02/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
1113003400	2019/02/01			OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT4993	3259				
66R31325	2020/06/04	PLAN REFERENCE				С
UURJIJZJ	2020/00/04	LUAN REERGINCE				
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	

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LAND REGISTRY

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PAGE 3 OF 3

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

06179-0141 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
RE.	MARKS: AT4993	259. AT4993259 & AT5	069400			
AT5682976	2021/03/22	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
				CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY	
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RE	MARKS: AT5633	723. DELETED ON 2021	/10/01 BY LAURA HER			
AT5705956	2021/04/15	APL CH NAME OWNER		GLOBAL KINGDOM MINISTRIES INC.	TRINITY RAVINE COMMUNITY INC.	С
AT5763092	2021/06/09	LR'S ORDER		LAND REGISTRAR, TORONTO LAND REGISTRY OFFICE		с
		ING DESCRIPTION				
AT5770136	2021/06/16	CHARGE	\$3,000,000	GLOBAL KINGDOM MINISTRIES CHURCH INC.	LIMESTONE CAPITAL INC.	С
				TRINITY RAVINE COMMUNITY INC.		
AT5770137	2021/06/16	NO ASSGN RENT GEN		GLOBAL KINGDOM MINISTRIES CHURCH INC.	LIMESTONE CAPITAL INC.	С
1113770137	2021/00/10			TRINITY RAVINE COMMUNITY INC.		C
RE	MARKS: AT5770	136.				
AT5838551	2021/08/24	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION		
				CANADIAN WESTERN TRUST COMPANY		
				CANADIAN WESTERN TRUST COMPANY		
				CANADIAN WESTERN TRUST COMPANY		
RE	MARKS: AT4993	259.				
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
1110012192	2022/00/2/	bibon of onnice		ROYAL BANK OF CANADA		
RE	MARKS: AT2279	804.				
3 7 5 0 4 0 0 1 5						
AT5849215	2021/09/02	APL (GENERAL)		*** COMPLETELY DELETED ***		
	MADKC. DETER			TRINITY RAVINE COMMUNITY INC.		
RE	MAKKS: DELETE	SUBJECT TO AN EASEM	ent as in tezo8009			
AT5887441	2021/10/19	CHARGE	\$4,700,000	TRINITY RAVINE COMMUNITY INC.	NAHID CORP.	С

255

Schedule "G"

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 10th 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 10th day of August, 2020

Colin Ram dial

Colin Ramdial Deputy Secretary-Treasurer City of Toronto, Committee of Adjustment Scarborough Panel

Schedule "H"

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")

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.

261

Per: Johnson, Babalda

Nansiankhrson Babalolase934e94... 09/25/2020 22:57:14 UTC Position:^{Director}

Per

Nand System and Brown and Brown and System a

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Per: the

Name 25/2020 23:39:41 UTC Position:Director

Christ opher Rean Per:

Name 25/2020 23:30:54 UTC 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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.

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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)

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Document pages:	5
Document ID:	de474ef8eb7d4a7488384c9953ec63aacb1fd6c3
Document Sent:	
Document Status:	Signed
	09/25/2020 22:31:42UTC

mr.jdanderson@gmail.com

Sender: Signers:

mr.jdanderson@gmail.com, jbabalola@tpmattorneys.com, chriskean123@gmail.com, paulkeerthi@gmail.com

CC:

Client	Event	Ву	Server Time	Client Time	IP Address
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Schedule "I"

PIN	06179 - 0128 LT Interest/Estate Fee Simple with New Easement	Split
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 66R-31325, CITY OF TORONTO (FORMERLY CITY OF SCARBOROUGH).	
	RESERVING 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.	
	RESERVING 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.	
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	SEE PROVISIONS CONTAINED IN ATTACHED EASEMENT AGREEMENT.	
	TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PART 1 ON REFERENCE PLAN 66R-22905, AS SET OUT IN INSTRUMENT NO. AT1385473	
	BEING PART OF THE PIN.	
Address	1250 MARKHAM ROAD SCARBOROUGH	
Consider	ation	
Consideration		
วงกรเนษาสแบก	ψυ.υυ	
Transfero	or(s)	

 Name
 TRINITY RAVINE COMMUNITY INC.

 Address for Service
 1250 Markham Road

 Toronto, ON M1H 2Y9
 Toronto, N M1H 2Y9

 I, Kern Kalideen, C.E.O., have the authority to bind the corporation.

This descent is not such as a descent of Attended by the set

This document is not authorized under Power of Attorney by this party.

Transferee(s)

Name Address for Service GLOBAL KINGDOM MINISTRIES CHURCH INC. 1250 Markham Road Toronto, ON M1H 2Y9 Capacity

Share

The applicant(s) hereby applies to the Land Registrar.

Statements

The Committee of Adjustment for the City of Toronto (Scarborough Panel) has consented to the severance herein. See Schedules Schedule: See Schedules

Eric Cr	ristopher Laxton	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Transferor(s)	First Signed	2021 04 1
Tel	416-595-8500				
Fax	416-595-8695				
Eric Cł	ristopher Laxton	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Transferor(s)	Last Signed	2021 06 03
Tel	416-595-8500				
Fax	416-595-8695				
l am th standa		e transferee(s) and this transfer is being complete	ed in accordance w	ith my profes	ssional
l have	the authority to sign and register the	document on behalf of all parties to the documen	t.		
Eric Ch	ristopher Laxton	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Transferee(s)	First Signed	2021 04 15
Tel	416-595-8500				
Fax	416-595-8695				
Eric Ch	ristopher Laxton	40 King Street West, Suite 5800 Toronto M5H 3S1	acting for Transferee(s)	Last Signed	2021 06 03
	416 FOF 8500				
Tel	416-595-8500				
Tel Fax	416-595-8695				
Fax	416-595-8695 e solicitor for the transferor(s) and th	e transferee(s) and this transfer is being complete	ed in accordance w	ith my profes	ssional
Fax I am th standa	416-595-8695 e solicitor for the transferor(s) and the rds.	e transferee(s) and this transfer is being complete document on behalf of all parties to the documen		ith my profes	ssional
Fax I am th standa I have	416-595-8695 e solicitor for the transferor(s) and the rds.			ith my profes	ssional
Fax I am th standa I have Sub	416-595-8695 e solicitor for the transferor(s) and the rds. the authority to sign and register the	document on behalf of all parties to the document 40 King Street West, Suite 5800 Toronto		ith my profes	ssional 2021 06 03
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Transferor Client File Number :

117902.2-RJB

ROVINCIAL AND MUNICIPA	L LAND TRA	ANSFER TAX STATEMENTS	
the matter of the conveyance of:	06179 - 0128	PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620 PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R-31 TORONTO (FORMERLY CITY OF SCARBOROUGH).	
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORME SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: F REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (F SCARBOROUGH), FOR STORM SEWERS SERVICES.	ART 4 ON ERLY CITY OF PART OF LOT 32 ON ARTS 1, 3, 9, 11 ANE
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORME SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: F REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (F SCARBOROUGH), FOR WATER SUPPLY.	ARTS 5 AND 6 ON ERLY CITY OF PART OF LOT 32 ON ARTS 1, 3, 9, 11 ANE
		RESERVING AN EASEMENT OVER THE SERVIENT LANDS: REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FOR SCARBOROUGH) IN FAVOUR OF THE DOMINANT LANDS: F REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA 12 ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (F SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN AND VEH AND EGRESS.	ARTS 4, 5, 7 AND 8 RMERLY CITY OF PART OF LOT 32 OI ARTS 1, 3, 9, 11 AN FORMERLY CITY O
		TOGETHER WITH AN EASEMENT OVER THE SERVIENT LA 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED ON REFERENCE PLAN 66R-31325, CITY OF TORONTO (FOR SCARBOROUGH), IN FAVOUR OF THE DOMINANT LANDS: REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORON CITY OF SCARBOROUGH), FOR DRIVEWAY, PEDESTRIAN INGRESS AND EGRESS.	0 AS PARTS 3 AND RMERLY CITY OF PART OF LOT 32 C ARTS 2, 4, 5, 6, 7, 8 ITO (FORMERLY
		TOGETHER WITH AN EASEMENT OVER THE SERVIENT LA 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED REFERENCE PLAN 66R-31325, CITY OF TORONTO (FORME SCARBOROUGH), IN FAVOUR OF THE DOMINANT LANDS: REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PA AND 10 ON REFERENCE PLAN 66R-31325, CITY OF TORON CITY OF SCARBOROUGH), FOR SANITARY SERVICING.	0 AS PART 9 ON RLY CITY OF PART OF LOT 32 C ARTS 2, 4, 5, 6, 7, 8
		SEE PROVISIONS CONTAINED IN ATTACHED EASEMENT A	GREEMENT.
		TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 C COMPILED PLAN 10620, DESIGNATED AS PART 1 ON REFE 22905, AS SET OUT IN INSTRUMENT NO. AT1385473	
		BEING PART OF THE PIN.	
Y: TRINITY RAVINE COMMU	-		
O: GLOBAL KINGDOM MINIS	TRIES CHUR	CH INC.	

(a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;

- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;

 \square (d) The authorized agent or solicitor acting in this transaction for $____$ described in paragraph(s) (_) above.

 (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for GLOBAL KINGDOM MINISTRIES CHURCH INC. described in paragraph(s) (c) above.

(f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

$\label{eq:consideration} \textbf{3. The total consideration for this transaction is allocated as follows:}$

(a) Monies paid or to be paid in cash

(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)(ii) Given Back to Vendor

\$0.00 \$6,823,500.00 \$0.00 \$0.00

(c) Property transferred in exchange (detail below)

PROVINCIAL AND MUNICIPAL LAND TRANSFER TAX STATEMENTS	205
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$6,823,500.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$6,823,500.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

3. (b) This is not a conveyance of "designated land".

4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

6. This conveyance qualifies for an exemption from tax under Ontario Regulation 386/10 (Exemption - Charity Reorganization) in that:

7. a) The transferor is either a qualifying corporation or a qualifying trust as defined by the Regulation, and was issued registered charity number 842428955 RR 0001 by the Minister of National Revenue, and held the land for the charitable purpose of Advancement of Religion/Place of Worship.

8. b) Land transfer tax was paid under the Act upon the prior transfer of the land to the transferor.

9. c) The transferee is a qualifying corporation as defined by the Regulation, and was issued registered charity number 746524883 RR 0001 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.

10. 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.

7. Statements pertaining only to Municipal Land Transfer Tax:

No MLTT is payable as per Land Transfer Tax Act exemption statement 9159, 9160, 9161, 9162 & 9163.

PROPERTY Information Record

A. Nature of Instrument:	Transfer	
	LRO 80 Registration No. AT5708631 Date: 2021/04/16	
B. Property(s):	PIN 06179 - 0128 Address 1250 MARKHAM Assessment - ROAD Roll No SCARBOROUGH	
C. Address for Service:	1250 Markham Road Toronto, ON M1H 2Y9	
D. (i) Last Conveyance(s):	PIN 06179 - 0128 Registration No. AT2279726	
(ii) Legal Description for	Property Conveyed: Same as in last conveyance? Yes 🗌 No 🖌 Not known 🗌	
E. Tax Statements Prepare	d By: Eric Christopher Laxton 40 King Street West, Suite 5800 Toronto M5H 3S1	

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 10th 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 <u>SERVIENT LANDS</u>: 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 <u>DOMINANT LANDS</u>: 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 10th day of August, 2020

Colin Ram dial

Colin Ramdial Deputy Secretary-Treasurer City of Toronto, Committee of Adjustment Scarborough Panel

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT dated as of the 8th day of April, 2021

BETWEEN:

TRINITY RAVINE COMMUNITY INC. (hereinafter called "**Trinity**")

OF THE FIRST PART

- and -

GLOBAL KINGDOM MINISTRIES CHURCH INC. (hereinafter called "GKMC")

OF THE SECOND PART

RECITALS:

- A. Trinity is the owner of the property municipally known as 1250 Markham Road, Toronto, ON and referred to herein as the Lands;
- B. Trinity has agreed to transfer the Conveyed Lands to GKMC, together with and reserving certain easements, rights and rights in the nature of easements (collectively, the "**Easements**"), which Easements are more particularly described herein and in the transfer of the Conveyed Lands from Trinity to GKMC to which this Agreement is attached; and
- C. Trinity will retain ownership of the Retained Lands;
- D. The provisions contained in this Agreement shall govern the use and enjoyment of the Easements.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto hereby covenant and agree to and with each other as follows:

ARTICLE 1.00 – TRUTH OF RECITALS AND DEFINITIONS

Truth of Recitals

1.1 The recitals hereinbefore set forth are true in substance and in fact.

Definitions

- (a) **"Benefiting Owner**" means the Owner of lands in favour of which an Easement has been granted;
- (b) "Burdened Owner" means the Owner of lands subject to an Easement;
- (c) **"Conveyed Lands**" mean the lands and premises legally described in Schedule "B" attached hereto;
- (d) "Driveways" means collectively, all driveway areas located from time to time within the Driveway Lands which are intended for use as a private driveway or road providing shared vehicular and pedestrian access to and from the Conveyed Lands and/or the Retained Lands;
- (e) **"Driveway Lands**" means collectively, those parts of the Lands comprised of:
 - parts of the Conveyed Lands legally described as 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) (the "Conveyed Driveway"); and
 - (ii) parts of the Retained Lands legally described as 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) (the "Retained Driveway");
- (f) **"Easements**" mean collectively, the Driveways and the Services;
- (g) **"Lands**" mean the lands and premises legally described in Schedule "A" attached hereto;
- (h) **"Maintenance**" means all maintenance, repair, replacement, improvement and cleaning (including snow removal);
- (i) **"Minimum Standard**" means a good and proper condition and state of repair, having regard to the use being made thereof;
- (j) **"Owner**" means either Trinity or GKMC and their successors in title and "**Owners**" means collectively, Trinity and GKMC and their respective successors in title;
- (k) **"Permitted Users**" means collectively, the tenants, occupants, servants, agents, employees, contractors, workmen and invitees of an Owner;
- (I) **"Retained Lands**" mean the lands and premises legally described in Schedule "C" attached hereto;
- (m) **"Sanitary Servicing**" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Retained Lands which are intended for use as private sanitary services to and from the Conveyed Lands;

- (n) "Sanitary Servicing Lands" means those parts of the Retained Lands legally described as 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);
- (o) **"Services**" means collectively, the Storm Sewer Services, the Sanitary Servicing and the Water Services;
- (p) "Storm Sewer Services" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Conveyed Lands which are intended for use as private storm sewer services to and from the Retained Lands;
- (q) "Storm Sewer Services Lands' means those parts of the Conveyed Lands legally described as 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);
- (r) **"Water Services**" means collectively, all pipes, drains, manholes and appurtenances located from time to time within the Conveyed Lands which are intended for use as private water services to and from the Retained Lands;
- (s) "Water Services Lands" means those parts of the Conveyed Lands legally described as 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);

ARTICLE 2.00 - EASEMENT PROVISIONS FOR DRIVEWAYS

Driveways Easement

- 2.1 Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement in, on, over and along the Conveyed Driveway, for the purposes of using the Conveyed Driveway, together with the Retained Driveway, for vehicular and pedestrian ingress to and egress from the Retained Lands, for use by Trinity and its Permitted Users in common with GKMC and its Permitted Users.
- 2.2 Trinity hereby grants, transfers and conveys to GKMC an easement, right and right in the nature of an easement in, on, under, over, along and through Retained Driveway, for the purposes of using the Retained Driveway, together with the Conveyed Driveway, for vehicular and pedestrian ingress to and egress from the Conveyed Lands, for use by GKMC and its Permitted Users in common with Trinity and its Permitted Users.

ARTICLE 3.00 - EASEMENT PROVISIONS FOR SERVICES

Services Easements

3.1 (a) Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement

in, on, under, over, along and through Storm Sewer Services Lands for the purposes of Storm Sewer Services and their Maintenance.

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- (b) Trinity hereby grants, transfers and conveys to GKMC the Conveyed Lands, and Trinity hereby reserves an easement, right and right in the nature of an easement in, on, under, over, along and through Water Services Lands for the purposes of Water Services and their Maintenance.
- (c) Trinity hereby grants, transfers and conveys to GKMC an easement, right and right in the nature of an easement in, on, under, over, along and through Sanitary Servicing Lands for the purposes of Sanitary Services and their Maintenance.

Relocation of Services

3.2 A Burdened Owner shall be entitled to replace or relocate any Services situate within its lands, at the Burdened Owner's cost and on not less than 60 days' prior written notice to the Benefiting Owner, provided that the Benefiting Owner, acting reasonably, approves the new location and design and, if necessary, is granted a replacement easement and provided further that any such replacement or relocation does not have a material adverse effect on the Service being provided to the Benefiting Owner. It shall be a general principle applicable to any replacement or relocation of the Services that a Burdened Owner will take all reasonable steps to minimize interference with and disruption of the reasonable use and enjoyment of the Benefiting Owner's lands.

Benefiting Owner to Grant Partial Releases of Services Easements

3.3 If as a result of any relocation of Services as provided for in Section 3.2, or as a result of a future survey or otherwise, it is determined to the satisfaction of a Benefiting Owner, acting reasonably, that Services are not located within a particular portion of a Burdened Owner's lands, the Benefiting Owner shall, forthwith following receipt of a request in writing from the Burdened Owner, deliver to the Burdened Owner, at the Burdened Owner's cost, such releases, quit claims deeds, transfers, abandonments of easement, discharges and similar documents as such Burdened Owner may reasonably require in order to partially terminate and surrender this easement and to cause this easement to be deleted from the title to such portion of the Burdened Owner's lands.

ARTICLE 4.00 - GENERAL PRINCIPLES APPLICABLE TO ALL EASEMENTS

Dominant Tenements

- 4.1 (a) The Retained Lands are the dominant tenement of all easements and rights of way hereby granted to and reserved by Trinity; and
 - (b) The Conveyed Lands are the dominant tenement of all easements and rights of way hereby granted to GKMC.

Regulation of Easements

4.2 The enjoyment or use at any time of the easements herein granted shall be subject to such reasonable rules and regulations, as may be imposed from time to time by the Burdened Owner. The easements contemplated in Section 2.1 hereof shall not entitle the Burdened Owner, its successors and assigns, and their respective Permitted Users,

to park motor vehicles within the Driveway Lands. Moreover, a Burdened Owner shall be entitled to reconfigure its parking areas within its lands (including the Driveway Lands), provided that (except in the case of emergency maintenance and repair work where such access can be temporarily prohibited) at no time shall such reconfiguration of parking areas prevent a Burdened Owner, its successors and assigns, and their respective Permitted Users, from free and unobstructed access through the Driveways.

Duty to Exercise Easements Prudently

4.3 In exercising its rights to any easement herein granted, the party exercising same shall act in a safe, prudent and reasonable manner so as to minimize undue interference occasioned to the Burdened Owner and unless otherwise stated herein, shall be at the sole cost and expense of the Benefiting Owner. A Burdened Owner shall not, nor will it permit any of its Permitted Users to, interfere with, disturb or restrict any easement herein granted and, without limiting the generality of the foregoing, a Burdened Owner shall not erect any buildings, structures or other improvements in, on, over or under any part of a Burdened Owner's lands in, on, under, over, along or through which the Drivewavs or any Services are at present located, nor will it dig, pave, excavate or place any fill on any part of the Burdened Owner's lands in, on, under, over, along or through which the Driveways or any Services are at present located, without the prior written consent of the Benefiting Owner, which consent may not be unreasonably withheld or delayed. Provided that there is no unreasonable interference with the easement rights herein granted, a Burdened Owner shall have the right at all times to fully use and enjoy its lands.

Obligation to Restore

4.4 In the event that damage or inconvenience is caused to a Burdened Owner or a Burdened Owner's lands or the buildings situate thereon as a result of the exercise by a Benefiting Owner of its easement rights herein granted, the Benefiting Owner shall repair the damage, remedy the cause of the inconvenience or restore the Burdened Owner's lands to their previous condition forthwith, at its own expense. In the event that the Benefiting Owner fails to make such repairs or restoration within a reasonable period of time, the Burdened Owner shall be entitled to effect the repairs or restoration and the Benefiting Owner shall reimburse the Burdened Owner for all costs incurred by it for so doing, including, without limitation, any costs incurred by it in enforcing this obligation. This provision shall also apply to damage done by a party to another party's portion of the lands, or buildings situate thereon, while conducting repair of damage. This provision shall not apply to normal wear and tear of the Burdened Owner's lands caused by the use thereof in accordance with the easements granted under this Agreement.

Term of Easements

4.5 All of the easements herein granted are granted in perpetuity, or for such lesser period as shall be required for the purposes herein set out.

No Assignment or Delegation of Rights

4.6 The easements herein granted are for the benefit of the Benefiting Owners and, though a Benefiting Owner shall be entitled to allow its Permitted Users to use the Driveways

and the Services in accordance with the terms hereof, no party other than a Benefiting Owner shall have any right to enforce any of the rights granted hereunder.

Covenants and Agreements of Benefiting Owner

4.7 Each Benefiting Owner covenants and agrees that it shall be responsible for any damage caused to the Burdened Owner's lands at any time as a direct result of any activities by the Benefiting Owner and its Permitted Users.

Further Assurances

4.8 By entering into this Agreement, each of the parties to this Agreement agrees to execute any further documents, assurances, indentures or transfers, if required, to grant, transfer, convey or confirm all or any of the easements herein granted, including any documents required to surrender easements or rights being extinguished or replaced or to grant, transfer or convey new easements or rights contemplated in this Agreement and/or to postpone or subordinate any security thereto; provided that the party requesting any document solely for its benefit shall be responsible for reimbursing the party or parties from whom the request is made for its or their reasonable costs in providing such document.

ARTICLE 5.00 - TERMINATION & MODIFICATION

Termination & Modification

5.1 This Agreement cannot be terminated or modified other than by the written agreement of both Owners from time to time.

ARTICLE 6.00 - FORCE MAJEURE

Force Majeure

6.1 Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or in the doing of any work or the making of any repairs or replacements by reason of force majeure, the party's liability to perform such obligation shall be postponed and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, act of the Queen's enemies, riot or insurrection, epidemic, pandemic, natural disaster, events beyond the reasonable control of the party claiming the delay (other than lack of monetary resources) or the failure or inability of any governmental authority to supply any services or other public utility which serves the Conveyed Lands or the Retained Lands.

ARTICLE 7.00 - CERTIFICATE OF COMPLIANCE

Certificate of Compliance

7.1 Each of the Owners hereby agrees, at any time and from time to time during the term of this Agreement, within ten (10) days after written request by the other Owner (hereinafter called the "**Requesting Party**"), to execute and deliver to the Requesting Party a certificate stating:

(a) whether there have been any amendments to this Agreement pursuant to Section 5.1 hereof and confirming that it is in full force and effect; and

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(b) any existing default by either party or any other party under this Agreement to its knowledge and specifying the nature and extent thereof.

ARTICLE 8.00 - BINDING EFFECT OF AGREEMENT

Provisions Run with the Land

8.1 The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the Conveyed Lands and the Retained Lands, and shall be binding on and enure to the benefit of the respective successors in title thereof, provided such successor or assign delivers the agreement or agreements contemplated by Sections 8.3 and 8.4 below, as applicable.

Transfer or Charge and Acknowledgement Regarding Cost-Sharing

- 8.2 The Owners acknowledge that there shall be, from time to time, certain maintenance and cost-sharing arrangements between the Owners governing the use and Maintenance of the Driveways and the Services.
- 8.3 Each Owner hereby covenants to and in favour of the other Owner that it shall not transfer or assign any legal or beneficial interest in its lands to any transferee or assignee (the "Transferee"), whether the transfer is direct or indirect or is by way of assignment, transfer, sale or other disposition having the effect of a transfer or assignment unless and until: (i) the Transferee contemporaneously with such assignment, transfer, sale or other disposition enters into an agreement with the nontransferring Owner (in form and substance satisfactory to the non-transferring Owner, acting reasonably) to assume and be bound by the provisions contained herein as and from the effective time of such assignment, transfer, sale or other disposition; and (ii) the Transferee enters into cost-sharing arrangements with the non-transferring Owner (in form and substance satisfactory to the non-transferring Owner, acting reasonably). Each Owner hereby agrees that the foregoing restrictive covenant shall run with its lands for the benefit of the lands of the other Owner. Upon compliance with the foregoing requirements, the transferring Owner shall be released from any obligations contained hereunder thereafter arising or occurring.
- 8.4 An Owner shall not grant a mortgage, charge or other form of encumbrance in the nature of the granting of security in respect of its lands unless and until any such mortgagee, chargee or encumbrancer (a "**Mortgagee**") contemporaneously with such mortgage, charge or encumbrance enters into an agreement with the other Owner providing for the assumption and performance of the obligations under this Agreement by the Mortgagee relating to the period of its ownership or possession of the relevant lands and any subsequent sale thereof by the Mortgagee, in form and substance satisfactory to the other Owner, acting reasonably.

Reciprocal Benefit and Burden

8.5 The parties hereto expressly declare their mutual intention and agreement that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, the parties hereby acknowledge and agree that each of the easements, rights and

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privileges hereinbefore set forth in this Agreement establish a basis for the mutual and reciprocal use and enjoyment of certain parts of their respective lands and including those certain parts of the Driveways which are being used and enjoyed by the parties to varying degrees. As an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each of the parties of such easements, rights and privileges as are granted to them in this Agreement, each party hereto should, and does hereby accept and agree to, assume the burdens and obligations imposed on such party herein and agrees to be bound by each and every one of the covenants made by it in this Agreement, subject to any provision of this Agreement to the contrary.

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ARTICLE 9.00 - COMPLIANCE WITH LAW

Compliance with Law

9.1 Each Owner, in performing its obligations and exercising its rights hereunder, covenants and agrees to comply with all applicable rules, laws, orders, ordinances, regulations and requirements of any government, whether imposed by the local municipality, or by any governmental agency having jurisdiction over the lands, including, for greater certainty, applicable environmental laws and regulations.

ARTICLE 10.00 - INDEMNIFICATION

Indemnification

- 10.1 Trinity agrees to indemnify and save GKMC harmless from and against all costs, expenses, damages and liabilities ("**Damages**") that it may suffer or incur as a result of Trinity not complying with any of the terms of this Agreement or performing its obligations hereunder, except to the extent such Damages result from the negligence, wilful misconduct or default under this Agreement by GKMC.
- 10.2 GKMC agrees to indemnify and save Trinity harmless from and against all Damages that it may suffer or incur as a result of GKMC not complying with any of the terms of this Agreement or performing its obligations hereunder, except to the extent such Damages result from the negligence, wilful misconduct or default under this Agreement by Trinity.

ARTICLE 11.00 - GENERAL

Number and Gender

11.1 This Agreement shall be construed with all changes of number and gender required by the context.

<u>Headings</u>

11.2 The titles to Articles have been inserted as a matter of convenience and reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Severability

11.3 If any provision contained in this Agreement is determined by a court of competent jurisdiction to be illegal or beyond the powers or capacity of the party or parties bound

hereby, such provision shall be severed from this Agreement and the remainder of the provisions shall continue in full force and effect *mutatis mutandis*. For purposes of giving effect to this paragraph, each clause, paragraph or article of this Agreement shall be considered severable from every remaining clause, paragraph or article of this Agreement.

The Planning Act

11.4 The provisions of this Agreement are subject to compliance with the provisions of the *Planning Act* (Ontario) where applicable.

Relationship

11.5 Nothing herein contained shall be deemed to create or shall be construed as creating the relationship of principal and agent or a partnership or joint venture between the parties.

ARTICLE 12.00 - NOTICE PROVISIONS

Notice Provisions

- 12.1 All notices, requests, demands or other communications by the terms hereby required or permitted to be given by one party to another, shall be given in writing by personal delivery, or sent by facsimile, addressed to the other party or delivered to such other party as follows:
 - (a) To Trinity Ravine Community Inc. at:

1250 Markham Road Toronto, ON M1H 2Y9

Attention:Kern KalideenE-Mail:kernkalideen@gmail.com

(b) To Global Kingdom Ministries Church Inc. at:

1250 Markham Road Toronto, ON M1H 2Y9

Attention:Kern KalideenE-Mail:kernkalideen@gmail.com

or at such other address or facsimile number as may be given by any of them to the others in writing from time to time and such notices shall be deemed to have been received when delivered; or, if sent by facsimile, at the time of actual delivery; such notices, requests, demands and other communications shall be deemed to have been received on the same business day following the delivery of such notice, request, demand or other communication, as the case may be.

ARTICLE 13.00 - COUNTERPARTS

13.1 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. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner will promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

[signature pages follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

TRINITY RAVINE COMMUNITY INC.

1 Per[.] Name: KERN ALT 2 Title: Ce o

Per:

Name:

Title:

I/We have the authority to bind the corporation

Easement Agreement

5809668 v2

GLOBAL KINGDOM MINISTRIES CHURCH INC.

Per: Ameles ame: Jeremy Inderson Title: Secretary Per: D meter Name: CTO/Treasurer Title: ₩We have the authority to bind the corporation

Easement Agreement 5809668 v2

SCHEDULE "A"

DESCRIPTION OF THE LANDS

Property Identifier No. 06179-0128 (LT)

Part of Lot 32 on Registrar's Compiled Plan 10620, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 on Reference Plan 66R-31325, City of Toronto (formerly City of Scarborough).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

SCHEDULE "B"

DESCRIPTION OF THE CONVEYED LANDS

Part of Property Identifier No. 06179-0128 (LT)

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).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

SCHEDULE "C"

DESCRIPTION OF THE RETAINED LANDS

Part of Property Identifier No. 06179-0128 (LT)

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).

Registered in the Land Titles Division of the Toronto Registry Office No. 66.

Schedule "J"

GLOBAL KINGDOM MINISTRIES 1250 MARKHAM ROAD TORONTO, ONTARIO



NARRATIVE APPRAISAL (AS OF JULY 13, 2020) Wagner andrews Kovacs real estate valuation



Brian J. Wagner, AACI Bruce C. An**288**s, AACI Karl Kovacs, AACI, Retired Christopher Adams, AACI Eric P. Mares, AACI Demetri Andros, AACI Louie Tragianis, AACI Alex M. Fraser, AACI Dylan A. Osborne, AACI

July 27, 2020 File No. 20-423

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 noted property and submit herein our findings.

The subject property comprises a 6.653 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 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 northern portion of the site is not the focus of this valuation**.

The mandate of this report is to value the southern portion of the subject property, being a 4.482 acre parcel of land, currently developed with a 79,625 square foot place of worship building. The proposed severance will leave a 225 parking space deficit for the place of worship use based on current land use controls. This deficit will require the construction of a multi-level parking garage structure that has been estimated to cost \$18,000 per parking space or \$4,050,000 in total. This parking replacement cost will be deducted from the current "as-is" value estimate. In addition, the current improvements are proposed to be expanded by 24,835 square feet and with that the construction of a 759 space multi-level parking garage.

The purpose of this appraisal report is to provide two estimates of value based on the following scenarios. First, we will provide an estimate of the current "as-is" market value of the subject property assuming that the 225 parking spaces lost to the proposed high-density residential complex have been replaced by a multi-storey parking garage. In addition, we will provide an "as-if complete" estimate of the current market value of the subject property assuming the completion of the proposed addition to the place of worship building and accessory parking structure. It is our understanding that the function of the appraisal is to estimate market values for business planning and/or mortgage financing purposes.

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.

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 pointin-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.

After careful consideration of all the available information, it is our opinion that the current "as-is" market value of the subject property, after the replacement of the 225 parking spaces, as of July 13, 2020, is:

NINETEEN MILLION, EIGHT HUNDRED AND FORTY THOUSAND DOLLARS (\$19,840,000)

Furthermore, it is our opinion that the current "as-if complete" market value of the subject property, assuming construction of the proposed addition and parking garage, as at July 13, 2020, is:

THIRTY-ONE MILLION, THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$31,340,000)

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

EXTERIOR PHOTOGRAPHS



















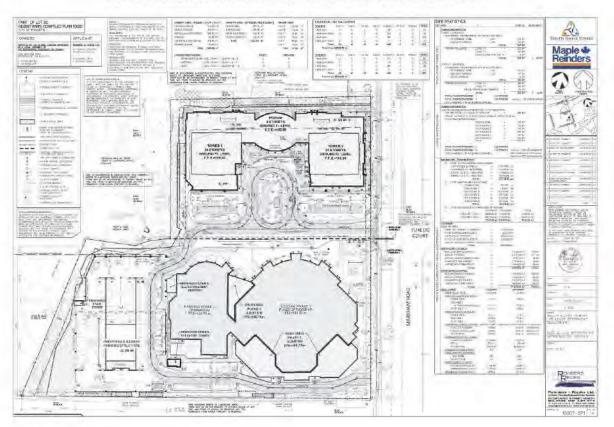
INTERIOR PHOTOGRAPHS











SITE PLAN WITH PROPOSED PARKING GARAGE AND BUILDING ADDITION



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	:	6.653 acres
Subject Site Area	:	4.482 acres
Assessment (2020)	:	\$17,472,000
Realty Taxes (2020)	:	Tax exempt due to religious use
Zoning	:	M – Industrial
Official Plan	:	General Industrial 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 feetSecond Floor:26,834 square feetTotal:79,625 square feet
Proposed Building Addition	:	Ground Floor:12,417.5 square feetSecond Floor:12.417.5 square feetTotal:24,835.0 square feet
Total Building Area	:	Ground Floor:65,208 square feetSecond Floor:39,252 square feetTotal:104,460 square feet
Highest & Best Use	÷	Continuation of the existing place of worship use



SUMMARY OF SALIENT FACTS & CONCLUSIONS

VALUATION

Valuation Date	: July 13, 2020	

"As Is" Value After the Replacement of the 225 Parking Spaces

Market Value by DCA	2	\$19,840,000 (includes cost deducted for replacement)
Indicated Value PSF	÷	\$249.17

"As-If Complete" Value After Completion of the Proposed Building and Parking Addition

Market Value by DCA	1	\$31,340,000
Indicated Value PSF	12	\$300.02

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.



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ADDENDA



TERMS OF REFERENCE

PURPOSE AND INTENDED USE OF THE APPRAISAL

The mandate of this report is to value the southern portion of the subject property, being a 4.482 acre parcel of land, currently developed with a 79,625 square foot place of worship building. The purpose of this appraisal report is to provide two estimates of value based on the following scenarios. First, we will provide an estimate of the current "as-is" market value of the subject property **assuming that the parking spaces lost to the proposed high-density residential complex have been replaced by a multi-storey parking garage**. In addition, we will provide an estimate of the current market value of the subject property **assuming completion of the proposed addition to the place of worship building and accessory parking structure**. It is our understanding that the function of the appraisal is to estimate market values for business planning and/or mortgage financing purposes. This report is prepared for the exclusive use by Global Kingdom Ministries and may not be distributed to or relied upon by other persons or entities not associated with this mandate. It is not to be reproduced, in whole or in part, without our prior written agreement.

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 are of 104,460 square feet. The proposed parking garage is assumed to contain a total of 759 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 4.482 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 owner is a reasonable and accurate representation of the current status of the property.
- The report provides a value estimate as if the proposed development is completed, assuming normal occupancy levels and a stabilized net operating income, as of the effective date 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.

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NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

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 July 13, 2020; 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 July 13, 2020;
- reviewed land use regulations applicable to the subject;



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NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

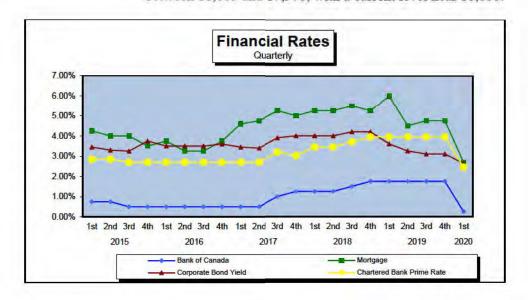
- considered information with respect to sales, listings and leases, at or about the valuation date, of properties
 considered similar to the subject, where we have significant knowledge of such sales, listings and leases to
 assess them as being relevant to our opinion, as set out herein. While we believe 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
 - 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

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	July 2020	2.45%
	ę	Canada 10 Year Term Bonds	July 2020	0.44%
	4	On July 12, 2017 the Chartered Bar four subsequent increases bringing economy from the Covid-19 Pander reduced the prime rate twice by a reductions also possible.	; it to 3.95%. Due to th mic, in March 2020 the l	e threats to the Bank of Canada
		Mortgage rates for single family re 4% plus range. Commercial mortg Rates are typically 175 to 250 basi with loan to value ratios between 5	age rates vary dependi s points above Bank of	ng on security.
INFLATION	:	-0.2% year-over-year (April 2020)		
CANADIAN DOLLAR	:	The value of the dollar has fluct uncertain economic conditions. It is 19 crisis and a dramatic reduction i	s presently \$0.74 US, du	
STOCK MARKET	:	The S&P/TSX Composite Index 1 between 11,883 and 17,970, with a		





NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

- 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 The GTA industrial market has a total inventory of 807.6 million square feet according to the Q4 2019 industrial report published by Colliers International. An estimated 15.2 million square feet of space is under construction. As of current date there is tight vacancy, rising rental rates and rising sale prices. There is also a scarcity of serviced industrial land. As of Q4 2019 the average weighted sale price for industrial buildings in the GTA was \$183 psf, an increase from \$169 psf in Q3 2019. Average asking rental rates as of Q4 2019 were reported at \$9.44 psf as compared to \$9.00 psf as of Q3 2019. On an overall basis, in Q4 2019 the entire GTA had a reported vacancy rate of 0.4%, the same as the Q3 2019 rate of 0.4%.
- The retail market in the Toronto CMA is estimated to contain over 223 million square feet, RETAIL 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 4.2% 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 4.0% 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.

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 changes to the mortgage stress test rules by the OSFI in January 2018, created uncertainty and a slowdown in the residential market in 2018. Reported by the Toronto Real Estate Board the average number of transactions increased from January 2019 to January 2020 by 15.4%. As well, the average selling price for all home types increased by 12.3% over the same period to \$839,363. The market appears to be growing again, indicating a stronger market than in 2018 with the overall average sale price in 2018 being 4.3% lower than 2017 with 16.1% fewer transactions and 12.7% fewer new listings in 2018.

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 would have a strong appeal to both private and institutional investors.



NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

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

E The Toronto office market has a total inventory of over 252.4 million square feet according to the Q4 2019 Colliers office report. Leasing activity within the market strengthened with absorption of nearly 700,000 square feet in the past quarter. Average asking rental rates for the entire GTA is \$20.69 per square foot up from \$19.51 per square foot in Q3 2019. Vacancy rates remain fairly low with a GTA average of 4.0%. High demand and limited new supply has tightened the market. Over 8.6 million square feet are under construction and expected to be added in the next few years. Most of the new inventory will be located in the central office market; and specifically, the "downtown" district (7.8 million sqft).

AUTOMOTIVE According to a survey by Derosiers Automotive Reports, 1.914 million vehicles were sold in 2019, a 3.6% decrease from the 1.985 million vehicles that sold in 2018. The 2018 sales were a 2.6% decrease from the 2.038 million vehicles that were sold in 2017. In February 2020, it was reported that 109,616 light vehicles were sold in Canada, a modest 0.8% increase from February 2019. 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 primarily 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

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.

The commercial real estate market was still strong. Pricing had been increasing, and there was a low volume of sales due primarily to a lack of available product. The commercial real estate market was 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 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 April 2020, the unemployment rate was 11.1% 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:

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, 2016, for the 2017-2020 taxation years. The subject is assessed for municipal taxation purposes as follows:

Roll No.	1	1901052880059010000
Assessment (2020)	:	\$17,472,000
Realty Taxes (2020)	:	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

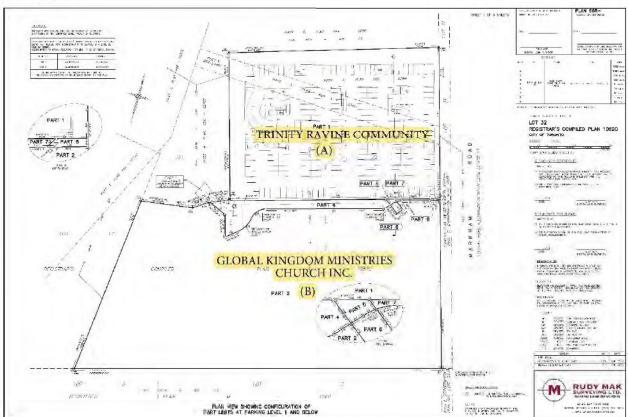
We are not aware of any easements or rights-of-way negatively affecting the subject property.

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 6.653 acres. A portion of the plan is included on the following page, also indicating the proposed severance.



NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO



SITE PLAN



LAND USE CONTROLS

OFFICIAL PLAN

The Official Plan is a policy document that provides direction for planning activities. It is intended to coordinate 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.

According to the Official Plan for the City of Toronto; the subject property is located within an area having a 'General Employment Area' land use designation. As outlined in Chapter Four of the plan; "General Employment Areas are places for business and economic activities generally located on the peripheries of Employment Areas".

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.

In 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:	26.834 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.
- 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 4.482 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 proposed severance will leave the subject property 225 parking spaces short of what is allowable. The property owner has proposed that a multi-storey parking garage will be built to replace the required spaces.
- The building is proposed to be expanded by 24,835 square feet to 104,460 square feet. In addition, a 5storey, 759 space 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 *General Industrial 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. Valuation



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.

ndex No (Date)	Address	Area in sqft	ARABLE LEASE Net Rent PSF	Remarks
R-1 (6/19)	25 City View Drive Toronto (Etobicoke)	101,008	Yrs 1-5 @ \$7.97 (average)	> Industrial/office building
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)		.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-8 (7/19)	220 Bartley Drive Toronto (East York)	96,000	Yrs 1-5 @ \$6.90	≻ Industrial/office building
R-9 (7/19)	4051 Gordon Baker Road Toronto (North York)	23,640	Yrs 1-2 @ \$10.00 Yrs 3-5 @ \$10.50	 ≻Office/industrial building ≻TMI @ \$3.95 psf
R-10 (1/19)	165 Galaxy Boulevard, Bldg D Toronto (Etobicoke)	20,000	\$ <u>19</u> .50	≻New commercial building ≻TMI @ \$10.43 psf
R-11 (9/19)	3737 Chesswood Drive Toronto (North York)	20,311	Yrs 1-2 @ \$15.35 Yrs 3-5 @ \$16.35	➢ Ground floor office





NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

Rentals 1 to 11 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 \$7.50 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) 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 5.0% 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 \$12.50 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 upon the preceding discussion, stabilized income and expense statements have been prepared for the subject property as of the effective date of appraisal. The first statement pertains to the "as-is" valuation, while the second pertains to the "as-if expanded" valuation.

1250 Markham Road, Toronto – "	tatement 'As-Is''	
Income		
Estimated Rental Income (\$17.50 psf x 79,625 sf)	\$1,393,438	
Estimated Recovery Income (\$12.50 psf x 79,625 sf)	\$ 995,313	
Potential Gross Income	\$2,388,751	
Less Vacancy Allowance @ 5.0%	\$ 119,438	
Effective Gross Income		\$2,269,313
Expenses		
Estimated Realty Taxes & Operating Costs	\$ 995,313	
Non-rec. structural allowance @ 1.0%	\$ 22,693	
Total Expenses		\$1,018,006
Net Operating Income		\$1,251,307
Stabilized Income and Expense S	tatomont	
1250 Markham Road, Toronto – "As-If E		
1250 Markham Road, Toronto – "As-If E		
1250 Markham Road, Toronto – "As-If E Income	Expanded"	
1250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf)	Expanded" \$1,828,050	
1250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf)	Expanded" \$1,828,050 <u>\$1,305,750</u>	
1250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf) Potential Gross Income	Expanded" \$1,828,050 <u>\$1,305,750</u> \$3,133,800	\$2,977,110
1250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf) Potential Gross Income Less Vacancy Allowance @ 5.0%	Expanded" \$1,828,050 <u>\$1,305,750</u> \$3,133,800	\$2,977,110
I250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf) Potential Gross Income Less Vacancy Allowance @ 5.0% Effective Gross Income	Expanded" \$1,828,050 <u>\$1,305,750</u> \$3,133,800	\$2,977,110
I250 Markham Road, Toronto – "As-If E Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf) Potential Gross Income Less Vacancy Allowance @ 5.0% Effective Gross Income Expenses	Expanded" \$1,828,050 <u>\$1,305,750</u> \$3,133,800 <u>\$156,690</u>	\$2,977,110
Income Estimated Rental Income (\$17.50 psf x 104,460 sf) Estimated Recovery Income (\$12.50 psf x 104,460 sf) Potential Gross Income Less Vacancy Allowance @ 5.0% Effective Gross Income Expenses Estimated Realty Taxes & Operating Costs	Expanded" \$1,828,050 <u>\$1,305,750</u> \$3,133,800 <u>\$ 156,690</u> \$1,305,750	\$2,977,110 <u>\$1,335,521</u>



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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 industrial or 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 (12/19)	5965 Coopers Avenue Mississauga	\$15,150,000 (\$297.06)	55,000 sqft	\$16.00	5.1%
2 (7/19)	888 Birchmount Road & 2201 Eglinton Avenue East Toronto (Scarborough)	\$105,000,000 (\$243.96)	430,401 sqft	\$13.40	5.2%
3 (4/19)	2440 Winston Park Drive Oakville	\$25,500,000 (\$267.37)	95,372 sqft	\$16.85	5.9%
4 (4/19)	25 Dyas Road Toronto (North York)	\$18,950,000 (\$253.62)	74,717 sqft	\$14.70	5.5%
5 (12/18)	1565 & 1577 N. Service Road E. Oakville	\$42,500,000 (\$385.98)	110,108 sqft	\$21.80	5.3%
Subject	1250 Markham Road Toronto		79,625 sqft 104,460 sqft	\$17.50 (estimated)	-

The five sales occurred between December 2018 and December 2019. The sales indicate a range in overall capitalization rates from 5.1% to 5.9%. 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 1-5965 COOPERS AVENUE, MISSISSAUGA

- December 2019 sale of a 2-storey office building located on the south-east corner of Kennedy Road and Highway 401.
- · The comparable was fully leased and occupied by Rexall at \$16.00 per square foot (net).
- The property, built in 1988, indicated a stabilized capitalization rate of 5.1%.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's national tenancy, location, similar average rent and office accommodations.
- Overall, the 5.1% rate indicated by the comparable is considered to be below the rate applicable to the subject property.

INDEX 2-2201 EGLINTON AVENUE EAST & 888 BIRCHMOUNT ROAD, TORONTO (SCARBOROUGH)

- July 2019 sale-leaseback of a 2-building office complex at the south-west corner of Eglinton Avenue East and Birchmount Road.
- The comparable was fully leased and occupied by ScotiaBank at a rate of \$13.40 per square foot (net).
- The property, indicated a stabilized capitalization rate of 5.2%.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's larger size, superior tenancy, location, similar higher average rent and superior office accommodations.









Valuation

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 Overall, the 5.2% rate indicated by the comparable is considered to be below the rate applicable to the subject property.

INDEX 3 - 2440 WINSTON PARK DRIVE, OAKVILLE

- April 2019 sale of a single-tenant, 2-storey office building located west of Winston Churchill Boulevard and south of Dundas Street East.
- The comparable was fully leased and occupied by Geotab at \$16.85 per square foot (net).
- The property, built in 2004, indicated a stabilized capitalization rate of 5.9%.
- In comparing the sale to the subject, consideration has been made for the subject's specialized use and the comparable's tenancy, location, similar average rent and office accommodations.
- Overall, the 5.9% rate indicated by the comparable is considered to be above the rate applicable to the subject property.

INDEX 4-25 DYAS ROAD, TORONTO (NORTH YORK)

- April 2019 sale of a single-tenant industrial-office building located south of York Mills Road and west of Don Mills Road.
- The comparable was fully leased and occupied by Imagine Communications at a rate of \$14.70 per square foot (net).
- The property indicated a stabilized capitalization rate of 5.5%.
- The property contains a gross floor area of 74,717 square feet, including a 44,830 sqft (60%) office component.
- 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 5.5% rate indicated by the comparable is considered to be similar to the rate applicable to the subject property.

INDEX 5-1565 & 1577 NORTH SERVICE ROAD EAST, OAKVILLE

- December 2018 sale of a single-tenant, 4-storey office building located north of the QEW and west of Ford Drive.
- The comparable was fully leased and occupied by Siemens at a rate of \$21.80 per square foot (net).
- The property indicated a stabilized capitalization rate of 5.3%.
- 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 5.3% 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 5.9%.
- 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 is located on an arterial road and provides good commercial accommodations, similar to that of the neighbourhood.









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- The subject building contains a total leasable area of 79,625 square feet and is proposed to be expanded to 104,460 square feet.
- After adjustments, the range in capitalization rates considered applicable to the subject is between 5.25% and 5.75%. Given the subject property's age, location and characteristics, a rate at the middle of the range, or 5.5%, is considered appropriate for the subject property.

Therefore, utilizing the net operating incomes as calculated in the stabilized income and expense statements, along with the above noted capitalization rate, results value estimates as follows:

Estimated Operating Income of \$1,251,307 @ 5.5%	=	\$22,751,036
Less: Estimated cost of the 225 space parking structu		\$ 4,050,000
		\$18,701,036
Rounded to:		\$18,700,000
CURRENT "AS-IS" VALUE BY THE OVERALL CAPITALIZATION RA	TE METH	<u>00 \$18,700,000</u>
CURRENT "As-Is" VALUE BY THE OVERALL CAPITALIZATION RA Estimated Operating Income of \$1,641,589 @ 5.5%	<u>te Meth</u>	\$29,847,072

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.



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 (12/19)	5965 Coopers Avenue Mississauga	55,000 sqft	\$15,150,000	\$297.06
2 (7/19)	888 Birchmount Road & 2201 Eglinton Avenue East Toronto (Scarborough)	430,401 sqft	\$105,000,000	\$243.96
3 (4/19)	2440 Winston Park Drive Oakville	95,372 sqft	\$25,500,000	\$267.37
4 (4/19)	25 Dyas Road Toronto (North York)	74,717 sqft	\$18,950,000	\$253.62
5 (12/18)	1565 & 1577 N. Service Road E. Oakville	110,108 sqft	\$42,500,000	\$385.98
6 (6/18)	7755 Tenth Line West Mississauga	39,751 sqft	\$15,500,000	\$389.93
Subject	1250 Markham Road Toronto	79,625 sqft 104,460 sqft	-	(L)

The six sales occurred between June 2018 and December 2019. 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 \$243.96 per square foot to \$389.93 per square foot with an average rate of \$306.32 per square foot.



NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

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 - 5965 COOPERS AVENUE, MISSISSAUGA

This is the December 2019 sale of a single-tenant office building containing 55,000 square feet originally constructed in 1988. This sale reflects a rate of \$297.06 per square foot. The property was fully leased at the time of the sale. Given the comparable's location, accommodations and smaller building size, an overall downward adjustment to the noted rate has been made.

INDEX 2 - 888 BIRCHMOUNT ROAD AND 2201 EGUNTON AVENUE EAST, TORONTO (SCARBOROUGH)

This is the July 2019 sale-leaseback of a 2-building office complex containing 430,401 square feet. This sale reflects a rate of \$243.96 per square foot. The property was fully leased at the time of the sale to ScotiaBank. Given the comparable's superior tenancy, larger building size and inferior location, an upward adjustment to the noted rate has been made.

INDEX 3 - 2440 WINSTON PARK DRIVE, OAKVILLE

This is the April 2019 sale of a 95,372 square foot, single-tenant, 2storey office building originally constructed in 2004. This sale reflects a rate of \$267.37 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 upward adjustment to the noted rate has been made.

INDEX 4 - 25 DYAS ROAD, TORONTO (NORTH YORK)

This is the April 2019 sale of a 74,717 square foot, single-tenant, part 2-storey industrial/office building. This sale reflects a rate of \$253.62 per square foot. The property was fully leased at the time of the sale. Given the comparable's use, location, tenancy and building size, an overall upward adjustment to the noted rate has been made.









Valuation

NARRATIVE APPRAISAL - 1250 MARKHAM ROAD, TORONTO

INDEX 5 - 1565 & 1577 NORTH SERVICE ROAD EAST, OAKVILLE

This is the December 2018 sale of a 110,108 square foot, singletenant, 5-storey office building originally constructed in 2012. This sale reflects a rate of \$385.98 per square foot. The property was leased by Siemens. Given the comparable's location, superior tenancy and larger building size, an overall downward 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 \$250.00 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 \$300.00 per square foot, is considered appropriate for the subject property.

Therefore, utilizing the abovementioned rate, applied to the subject's current and proposed building sizes, results in value estimates as follows:

79,625 square feet @ \$300 per square foot =		\$23,887,500
Less: Estimated cost of the 225 space parking stru-	ucture	<u>\$ 4,050,000</u>
		\$19,837,500
Rounded to:		\$19,840,000
CURRENT "AS-IS" VALUE BY THE DIRECT COMPARISON API	PROACH	. \$19,840,000
104,460 square feet @ \$300 per square foot	= \$31,3	338,000
Rounded to:	\$31,3	340,000

CURRENT "AS-IF COMPLETE" VALUE BY THE DIRECT COMPARISON APPROACH ... \$31,340,000

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.





RECONCILIATION & FINAL ESTIMATE OF VALUE

The value estimates for the subject property utilizing the two approaches to value are as follows:

CURRENT "AS-IS" MARKET VALUE BY THE INCOME APPROACH	\$18,700,000
CURRENT "AS-IS" MARKET VALUE BY THE DIRECT COMPARISON APPROACH	\$19,840,000
CURRENT "AS-IF COMPLETE" MARKET VALUE BY THE INCOME APPROACH	\$29,850,000
CURRENT "AS-IF COMPLETE" MARKET VALUE BY THE DIRECT COMPARISON APPROA	СН \$31,340,000

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.

The subject comprises a 4.482 acre lot improved with a 2-storey place of worship building having a total leasable area of 79,625 square feet. A portion of the subject site is proposed to be severed for the development of high-density residential uses, which will leave a 225 parking space deficit for the place of worship use. This will require the construction of a multi-level parking garage structure that is estimated to cost \$18,000 per parking space or \$4,050,000 in total. This construction cost has been deducted from the "as-is" values based on the Income and Direct Comparison Approaches, resulting in the current "as-is" market value estimate of \$19,840,000.

The building is also proposed to be expanded to 104,460 square feet along with the construction of a 5-storey parking garage. The "as-if complete" valuation has assumed that the proposed addition and parking garage have been constructed and form part of the subject property under this scenario.

Having considered the data investigated, and all other factors which may affect value, it is our opinion that the current "as-is" market value of the subject property, after the replacement of the 225 parking spaces, as of July 13, 2020, is:

NINETEEN MILLION, EIGHT HUNDRED AND FORTY THOUSAND DOLLARS (\$19,840,000)

Furthermore, it is our opinion that the current "as-if complete" market value of the subject property, assuming construction of the proposed addition and parking garage, as at July 13, 2020, is:

THIRTY-ONE MILLION, THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$31,340,000)

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 6 months.



Valuation 25 Assumptions And Limiting Conditions

CERTIFICATION

ADDENDUM "A"

ADDENDUM "B"



ASSUMPTIONS AND LIMITING CONDITIONS

- 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.
- 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, airconditioning 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 inade 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.

ADDENDUM "A"



- 9. Neither possession of this report not 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.
- 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).

ADDENDUM "A"



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 July 13, 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 considered the data investigated, and all other factors which may affect value, it is our opinion that the current "as-is" market value of the subject property, after the replacement of the 225 parking spaces, as of July 13, 2020, is:

NINETEEN MILLION, EIGHT HUNDRED AND FORTY THOUSAND DOLLARS (\$19,840,000)

Furthermore, it is our opinion that the current "as-if complete" market value of the subject property, assuming construction of the proposed addition and parking garage, as at July 13, 2020, is:

THIRTY-NE MILLION, THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$31,340,000)

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: July 27, 2020





Appendix T

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Retrospective Narrative Appraisal Report

1250 Markham Road Toronto, Ontario

Fee Simple Interest Report Date: March 9, 2023 Effective Date: April 16, 2021



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- A: Qualifications of the Author
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1250 Markham Road, Toronto, Ontario

Section 1: Executive Summary & Report Context



SECTION 1

EXECUTIVE SUMMARY & REPORT CONTEXT



March 9, 2023

Global Kingdom Ministries Church Inc. c/o Mr. David Tang 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: dtang@millerthomson.com

Dear Mr. Tang

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:	=
Subject Property Value as at April 16, 2021	\$7,750,000 (Rounded)

*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**.

1250 Markham Road, Toronto, Ontario

Section 1: Executive Summary & Report Context



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 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 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 <i>Geowarehouse</i> 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	
		~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	
Municipal Services:	Full municipal services are available to	the Subj	ect 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	Gener	al Employment Are	a
	Scarborough Zoning By-law No. 24982		M-Industrial	
Highest & Best Use (As If Vacant):	Development of a commercial / indust to the existing Subject Property improv		ployment use, simi	lar
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.

1250 Markham Road, Toronto, Ontario



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 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



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.



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.



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 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.

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. 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.
- 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



partyrelying 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.

- 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 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.

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

The following is a description of the general investigations and analysis undertaken in support of the general scope of this 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.

- 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.



- o 2019, 2020, and 2021 Altus Construction Cost Guides.
- Canada Mortgage and Housing Corporation data.
- Statistics Canada census data.

1250 Markham Road, Toronto, Ontario



Section 3: Description of the Subject Property & Market

SECTION 3

DESCRIPTION OF THE SUBJECT PROPERTY & MARKET



SUBJECT PROPERTY IDENTIFICATION

Municipal Address, PIN & Legal Description of the Property

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 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

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.



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.



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.



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 comprises 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.



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.



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.



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

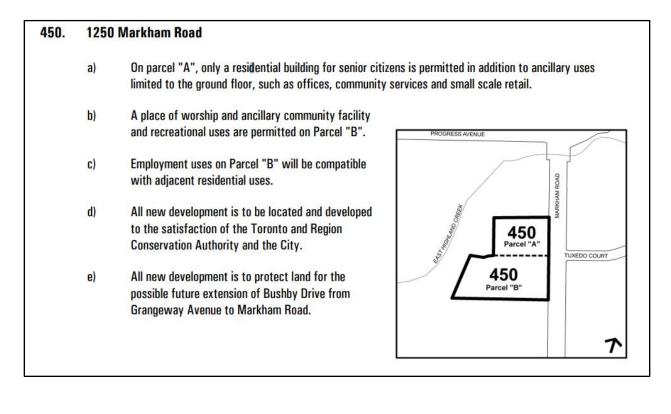
Source: City of Toronto. Modified by Altus

"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. 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.







Converting Employment Lands to Non-Employment Uses

As stated in the City of Toronto Official Plan ("Official Plan"), employment areas are an essential cornerstone of Toronto's diverse and thriving civic economy. The City's goal is to conserve employment areas, to contribute to a balance between employment and residential growth while ensuring Torontonians have a greater opportunity to work in the City. Lands that have been designated as employment areas are to be used exclusively for business and economic activities. A conversion of employment lands to non-employment uses must conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe ("Growth Plan"), the Official Plan, and the Planning Act, R.S.O. 1990, c. P.13, as amended ("Planning Act").

No Conversion to Non-Employment Uses without a Municipal Comprehensive Review.

A conversion of lands to non-employment uses must conform to the Growth Plan, which sets out where such a conversion is permitted at Policies 2.2.5.9 and 2.2.5.10. Generally, a conversion is only permitted in the context of a Municipal Comprehensive Review ("MCR") of an Official Plan demonstrating, among other things, that there is a need for the conversion. In some instances, the Growth Plan permits employment lands to be converted outside of a MCR; however, the Official Plan (specifically, Policies 2.2.4.14 – 2.2.4.18) provides that an application to convert lands will only be considered in the context of a City-initiated MCR. Applications made outside of a MCR will not be considered unless the City Council directs that a MCR be initiated. During the most recent review, the City provided a year-long window for receiving conversion applications. That opportunity was closed on August 3, 2021. A request to convert the lands at 1250 Markham Road would not be considered by the City until it next initiates a MCR.

Under subsections 22(7.1) and (7.3) of the Planning Act there is no right to appeal a City's refusal or failure to adopt a requested amendment to the Official Plan to convert land to non-employment uses. Therefore, the City has no obligation to consider an application to convert employment lands to non-employment uses outside of its MCR. Additionally, section 24 of the Planning Act prohibits the City from passing a by-law that does not conform with the Official Plan. The City cannot amend the relevant zoning by-law to permit non-employment uses on lands designated for employment without amending the Official Plan.



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)".

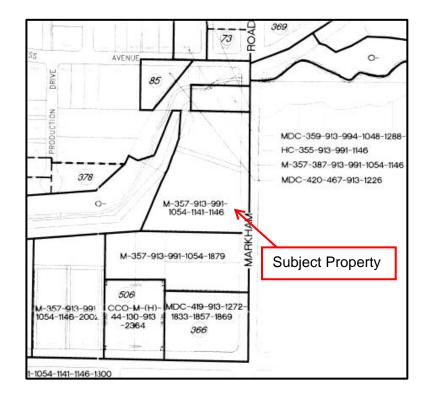
Permitted Uses

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



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.

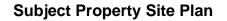
At the time of the application, these two properties were legally identified under one municipal address / PIN number and were subsequently severed to facilitate the proposed development. Prior to the severance, the Subject property utilized the property to the north for its own parking purposes. Subsequent 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.

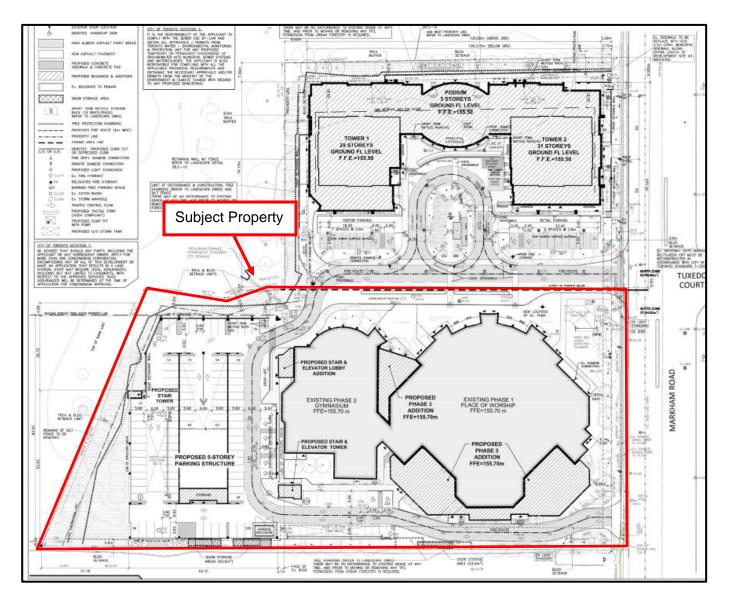
Please refer to the following proposed site plan for the Subject Property.

1250 Markham Road, Toronto, Ontario



Section 3: Description of the Subject Property & Market





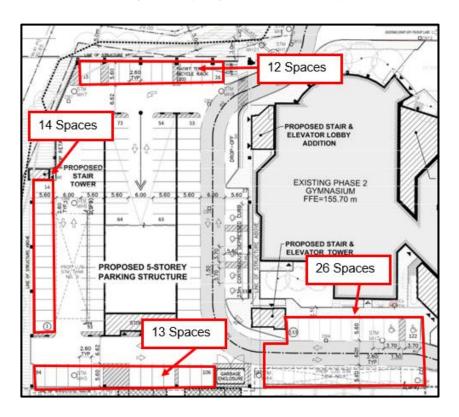


Parking Requirements / Construction Costs

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



In consideration of the foregoing, our cost estimate to construct the minimum required number of parking spaces on the Subject Property Site is provides as follows:

Parking Type	Number of Spaces	Cost per Space	Total Cost
Multi-Level Parking Structure	390	\$35,588 ¹	\$13,879,320
Surface Parking Space	65	\$4,200 2	\$273,000
Total	455	\$39,788	\$14,152,320

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



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 feet¹, which equates to a price of \$4,200 per space.

¹ https://www.preciseparklink.com/parking-industry-insights/the-average-size-of-parking-spaces-in-canada?locale=en



DESCRIPTION OF THE IMPROVEMENTS

Building Description	
Туре	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



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				
Туре	Surface Parking			
Number of Dedicated Spaces	170			
Condition	The condition of the paved surface parking lot is average to below average.			



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



PHOTOGRAPHS OF THE SUBJECT PROPERTY (AS AT MARCH 3, 2023)



Upper Photograph: Main auditorium facing south **Lower Photograph:** Gymnasium (2011 Addition)





Upper Photograph: Typical classroom (2nd Floor) **Lower Photograph:** Administrative offices



ECONOMIC & REAL ESTATE MARKET OVERVIEW SUMMARY

Ontario

			#AltusEconon	nicFlash - Toronto					
	Expected Trend*		Snapshot	Analysis	Toronto	Í	Ontario		Canada
GDP	▲ 2021▼ 2022	20% 12% • Manufacturing • Office-based • Other Sectors	10% 6% 5363 B (2020) 52% • Construction • Wholesale and Retail	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 ½ Change Real GDP		-4.4 -5.0 -5.4	5.8 6.0 6.2	4.0 4.2 4.1	1.4
Employment	▲ 2021▼ 2022	849	16% .3 MM (2020) %	After posting remarkable employment growth in 2019, Toronto's employment declined significantly in 2020. The employment recovery that began during the second haif 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.	2.8 2.1 1.8	-4.8 -6.0	1.4 1.4 4.9	3.6	1.5 1.0 0.9
				Annual % Change Jobs		1.			
Retail Sales	20212022	• Pe	15% \$91 B (2020) rrcent of Canada- ide sales	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.	5.2 3.8 3.8	-5.8 -3.2 -1.4	6.4 6.4 6.3	4.2 4.0 3.4	4 .2 3.9 3.2
Key Financial Trends	Government stimulus, effec work and the production of		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	10 year bond yield (%)	1.82	0.67	1.69	1.96	1.96
	vaccines have brightened t economic fragility lingers as still poses downside risks. bond yields are projected th forecast horizon as central their commitment to low poin expected to hover around l	he outlook, but the pandemic Low 10-year rough the banks renew cy rates. CAD is	mun	Inflation Rate (%)	2.22	0.32	1.37	2.04	2.09
	over the forecast horizon a prices range between \$65	s benchmark oil	m	\$ Canadian Dollar (per US\$)	0.76	0.78	0.79	0.80	0.80
	Sources: • Statistics Canada • Conference Board of C	anada	Key Takeaway:		3-year Trend History	Last Year	This Year	Next Year	3-Year Trend Horizon
AltusGroup	All Forecasts by Altus Gr Consulting (as of Q2 2021) Historical data / forecast Toronto Census Metropr	s covers		register robust growth in 2021 and 2022 decline in 2020 due to the COVID-19	2017-2019	2020	2021	2022	2023-2025
		ada		shows rise, steady or fall in rate of growth					

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

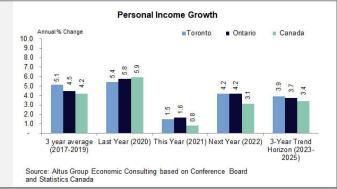
- Compared with the 2017-2019 period, personal income (PI) growth accelerated in 2020, as income supports provided by government overcompensated for income lost due to the pandemic.
- Expect modest PI growth in 2021 as income supports provided by government are gradually rolled back. PI growth is forecast 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.

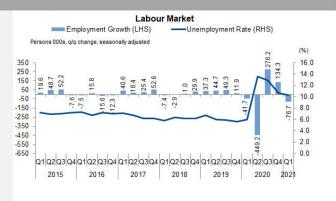
Labour Market

- 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.

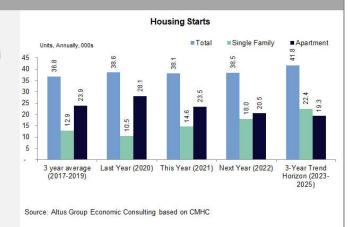
Housing Market

- 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 Statistics Canada





Economic Trends - Toronto (Continued)

Non-residential Construction

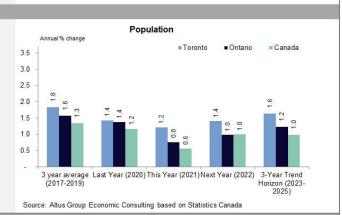
- In the fourth quarter of 2020, spending on non-residential structures decreased by 5.1% to \$2.46 billion (seasonally adjusted), but remained above the five-year average.
- Excluding Q2 and Q4 2020, which declined due to pandemic-related lockdowns, non-residential investment has been trending upward 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.

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.



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.

Greater Toronto Area (GTA)

			#AltusEconon	nicFlash - Toronto					
	Expected Trend*		Snapshot	Analysis	Toronto		Ontario		Canada
GDP	20212022	20% 12% • Manufacturing • Office-based • Other Sectors	1076 676 (2020) 5276 • Construction • Wholesale and Retail	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 ½ Change Real GDP	2.5 2.4 2.4	-4.4 -5.0 -5.4	5.8 6.0 6.2	4.0 4.2 4.1	1.4 1.3 1.5
Employment	▲ 2021▼ 2022	841	16% 8.3 MM (2020) %	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.	2.8 39 2.1 1.8	-4.8 -5.0	4.1 4.1 4.9	3.6	1.5 1.0 0.9
Retail Sales	20212022		15% \$91 B (2020) ercent of Canada- ide sales	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 for 2021. Retail sales are forecast to remain fairly strong over the rest of the forecast horizon.	5.2 (9) 4.8 3.8	-5.8	6.4 6.3 6.3	4.2 4.0 3.4	4.2 3.9 3.2
Key Financial Trends	Government stimulus, effect work and the production of vaccines have brightened th economic fragility lingers as still poses downside risks. L	COVID-19 e outlook, but the pandemic	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	10 year bond yield (%)	1.82	0.67	1.69	1.96	1.96
	bond yields are projected th forecast horizon as central their commitment to low polic expected to hover around U over the forecast horizon as prices range between \$65 a	ough the banks renew cy rates. CAD is SD 0.80 cents benchmark oil	Manua	Inflation Rate (%) \$ Canadian Dollar (per US\$)		0.32	1.37 0.79	2.04	0.80
	Sources: • Statistics Canada • Conference Board of C	anada	Key Takeaway:		3-year Trend History	Last Year	This Year	Next Year	3-Year Trend Horizon
AltusGroup	All Forecasts by Altus Gro Consulting (as of Q2 2021) Historical data / forecasts	covers		register robust growth in 2021 and 2022 decline in 2020 due to the COVID-19	2017-2019	2020	2021	2022	2023-2025
Toronto Census Metropolitan Area (CMA), Ontario and Canada			* Expected Trend shows rise, a	steady or fall in rate of growth	Cor	ntact: ecor	nomics@a	ltusgroup	.com

Economic Trends - Toronto

Economic Conditions

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economic disruptions resulting from the COVID-19 pandemic. The temporary collapse of consumer demand and supply chain
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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

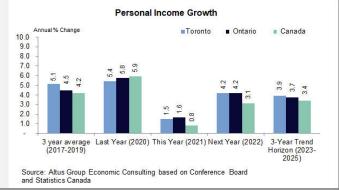
- Compared with the 2017-2019 period, personal income (PI) growth accelerated in 2020, as income supports provided by government overcompensated for income lost due to the pandemic.
- Expect modest PI growth in 2021 as income supports provided by government are gradually rolled back. PI growth is forecast 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.

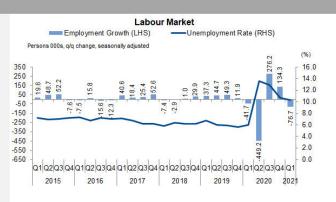
Labour Market

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Housing Market

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- 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 Statistics Canada





Economic Trends - Toronto (Continued)

Non-residential Construction

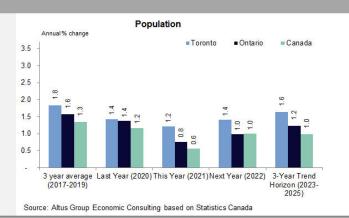
- In the fourth quarter of 2020, spending on non-residential structures decreased by 5.1% to \$2.46 billion (seasonally adjusted), but remained above the five-year average.
- Excluding Q2 and Q4 2020, which declined due to pandemic-related lockdowns, non-residential investment has been trending upward 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.

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.



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.

1250 Markham Road, Toronto, Ontario





SECTION 4

ANALYSIS OF DATA & 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.

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.
- A conversion of lands to non-employment uses must conform to the Growth Plan, which sets out where such a conversion is permitted at Policies 2.2.5.9 and 2.2.5.10. Generally, a conversion is only permitted in the context of a Municipal Comprehensive Review ("MCR") of an Official Plan demonstrating, among other things, that there is a need for the conversion. In some instances, the Growth Plan permits employment lands to be converted outside of a MCR; however, the Official Plan (specifically, Policies 2.2.4.14 2.2.4.18) provides that an application to convert lands will only be considered in the context of a City-initiated MCR. Applications made outside of a MCR will not be considered unless the City Council directs that a MCR be initiated. During the most recent review, the City provided a year-long window for receiving conversion applications. That opportunity was closed on August 3, 2021. A request to convert the lands at 1250 Markham Road would not be considered by the City until it next initiates a MCR.

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 5level 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

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 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

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.



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.



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



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.

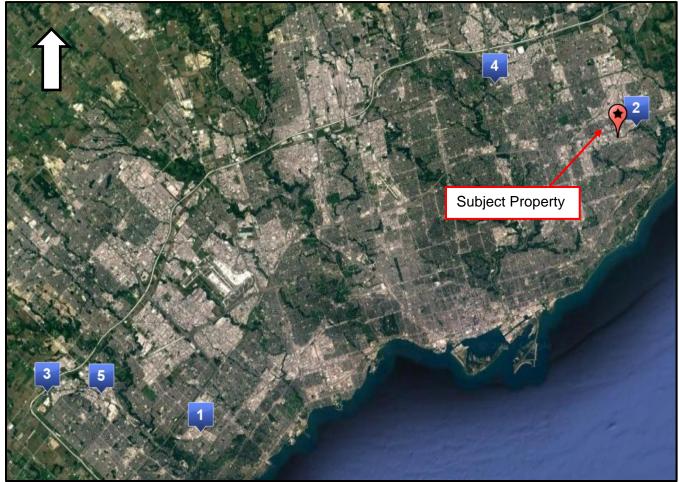


Comparable Land Sales Chart

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



Comparable Sales Map



Source: Google Maps, Modified by Altus.



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:	'Business Employment'
Zoning:	'E2-19 – Employment'
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



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.



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:	'Employment Areas'
Zoning:	'Industrial'
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:



"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.



Comparable No. 3: 7755 Tenth Line West, Mississauga

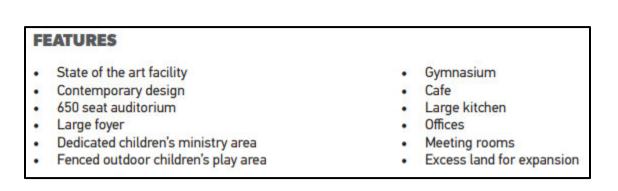


Source: Google Maps.

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:	'Business Employment'
Zoning:	'E2-111 – Employment'
_og.	p.ojo
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:





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 steam 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.



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:	'Urban Residential'
Zoning:	'O2-Institutional'
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



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.



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:	'Business Employment'
Zoning:	'M1-Industrial'
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 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.



Comparable Sales Adjustment

The comparable sales provide the following unadjusted unit rates for the Subject Property.

Sale	Address	Indicated Price Per SF /
No.		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.



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



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:



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.



NO.	UNADJUSTED PRICE PER SF/BLDG	TIME	FINANCING	MOTIVATION	LOCATION/ AREA	PLANNING/ DEVELOPMENT TIMING	PROPERTY CHARACTERISTICS	OVERALL ADJUSTMENT AFTER TIME
3	\$390	1	1	1	ļ		Ļ	ţ
4	\$322	1	+	1	Ļ		Ļ	Ļ
1	\$288	ļ	1	1	Ļ	+	1	Ļ
2	\$243		+	1	+	+	Ť	1
5	\$95	1		+	Ļ	↔	1	1

Cogent Comparable Sales Adjustment Chart

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 square feet X \$275 per square foot of building area = **\$21,900,000 (Rounded)**



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:

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:	=
Subject Property Value as at April 16, 2021	\$7,750,000 (Rounded)

*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.



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.



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.



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.



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 PART 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631 SUBJECT TO AN EASEMENT OVER PART 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, PARTS 3, 9, 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, PARTS 3, 9, 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, PARTS 3, 9, 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, PARTS 3, 9, 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: March 9, 2023 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



Appendix A: Qualifications of the Author

Robert Solnick B.A., AACI, P.APP



Altus Group – Dispute and Special Services

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 analyst 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.

Selected 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:
 - o the Toronto Parking Authority
 - o 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

Professional Qualifications and Memberships

Accredited Member of the Appraisal Institute of Canada (AACI)

Member of the Ontario Expropriation Association

Appendix A: Qualifications of the Author



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.

Education

- 2017 Accredited Appraiser Canadian Institute (AACI, P.App) Appraisal Institute of Canada
- 2016 Argus Enterprise Certified Argus Software
- 2008 Bachelor of Arts Western University



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.*



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.



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.



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.



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.



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.



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:

- Allocation: 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.
- **Extraction:** 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"
- Subdivision Development: 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.
- Land Residual 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.
- **Ground Rent Capitalization:** 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.



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



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.



City of Toronto Area Map

Source: City of Toronto.

The City of Toronto had a 2021 population of 2,7,94,356 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.

Population	% Change
2,615,060	N/A
2,731,571	4.6
2,794,356	2.3
	2,615,060 2,731,571

Amalgamated Toronto Population: 211-2021

Source: Statistics Canada.



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.

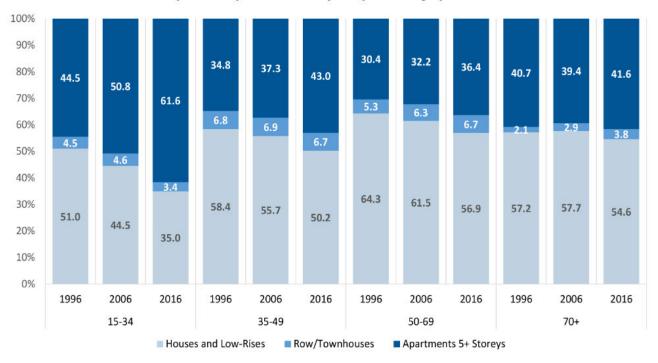
Regularly scheduled TTC bus service is available throughout the City of Toronto. The Yonge/University/Spadina subway line, the Bloor/Danforth subway line and the Sheppard subway line provide subway service throughout the city. GO Transit provides commuter bus and rail services throughout Toronto, with 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:





Occupancy Rates by Household Type by Dwelling Type, 1996 to 2016

1250 Markham Road, Toronto, Ontario

Appendix D: Subject Property Minor Variance



APPENDIX D

Subject Property Minor Variance



Appendix D: Subject Property Minor Variance

City Planning Division Gary Wright, Chief Planne	r and Executive Director		Committee of Adjustment 150 Borough Drive Scaborough ON M1P 4N7 Tel (416) 396-5280 Fax (416) 396-7341
Wednesday, May 12	2 2010		
	NOTICE OI MINOR VARIAN (Section 45 of the	CE/PERMIS	SSION
File Number: Owner(s):	A079/10SC TRUSTEE OF THE SCARBORO GOSPEL TEMPLE GLOBAL KINGDOM MINISTRIES INC	Zoning Ward:	M - Industrial Scarborough Centre (38)
Agent:	GLOBAL KINGDOM MINISTRIES INC		
Property Address: Legal Description:	1250 MARKHAM RD RCP 10620 PT LOT 32 RP 66R224	Community 461 PARTS 1	
Notice was given an	d a Public Hearing was held on Wedr	nesday, May I	12, 2010, as required by the Planning Act.
PURPOSE OF TH	E APPLICATION:		
To construct a two-s	storey addition to be used as a recreati	on facility.	
REQUESTED VA	RIANCE(S) TO THE ZONING BY	-LAW:	
To permit a total of	455 parking spaces, whereas the Zoni	ng By-law ree	quires a minimum of 509 parking spaces.
IT WAS THE DEC	CISION OF THE COMMITTEE O	F ADJUSTM	IENT THAT:
	nce Application is Approved f the Committee of Adjustment to	authorize thi	is variance application for the followin
	e general intent and purpose of the general intent and purpose of the		
• The	e variance(s) is considered desirable he opinion of the Committee, the v	e for the app	propriate development of the land.



Appendix D: Subject Property Minor Variance

	GE			
File Number: Owner:	A079/10SC TRUSTEE OF THE SC GOSPEL TEMPLE GLOBAL KINGDOM MINISTRIES INC	ARBORO	Zoning Ward:	M - Industrial Scarborough Centre (38)
Agent:	GLOBAL KINGDOM MINISTRIES INC			
Property Address: Legal Description:	1250 MARKHAM RD		Community: 461 PARTS 1	
Asif Khan (signe	d) Pr	abhakar Mah	ant (signed)	Rick Froner (signed)
Rolf Rogde (sign		Gopikrishna (De Tresson	
			2010	
	MAILED ON: Monda			OARD: Tuesday, June 1, 2010
LAST DATE OF	APPEAL TO THE ONT			OARD: Tuesday, June 1, 2010
LAST DATE OF CERTIFIED TRU Marilyn Stuart	APPEAL TO THE ONT E COPY y Secretary Treasurer			OARD: Tuesday, June 1, 2010
LAST DATE OF CERTIFIED TRU Marilyn Stuart Manager & Deput Scarborough Pane To appeal this decisio Deputy Secretary-Tre order, in Canadian fur connected appeal filec	APPEAL TO THE ONT E COPY y Secretary Treasurer 1 n to the Ontario Municipal B asurer, Committee of Adjust uds, payable to the Minister of	FARIO MU loard, send a ment. You n of Finance. / obtain a copy	Completed OM nust pay a filing n additional re- of Appellant F	B Appellant Form (A1) to the Manager & ; fee of \$125.00, by certified cheque or money duced fee of \$25.00 is required for each orm (A1) and other information about the appe

Appendix E: Parking Structure Budget



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	
1	General Conditions	883.975	
1			
4	Site Grading, Excavation & Backfill Excavation Shoring	480,000	
- 2	Asphalt & Concrete Paving	336.000	
	Site Servicing	337,000	
2	Landscaping (Sod, Topsoil, Bike Racks)	32,000	
3	Concrete	711.000	
2	Precast Concrete Parking Structure	11,259,100	
4	Masonry	21,000	
5	Metals	998.000	
6	Carpentry	26.000	
7	Waterproofing	4.000	
	Thermal & Moisture	95.000	
8	Doors & Windows	759.000	
9	Finishes	3.000	
10	Manufactured Specialties	16.000	
11	Equipment	0	
12	Furnishings	0	
13	Special Construction	0	
14	Elevating Devices	340,000	
15	Fire Protection (Sprinklers / Standpipe)	336,000	
	Mechanical	382,000	
16	Electrical	644,000	
- 10 million - 10	Allowances	0	
	Development Charges	0 Excluded	
	Testing & Inspections	75,000	
	Landscaping (Plantings)	35,000	
	Tenant Fit-Up & Finishing	0 Not Regu	ired
	Wayfinding Signage	25,000	
- 23	Municipal Connection Fees	0 Not Regu	ired
3	Hydro Connection Fees	40,000	1
	Winter Construction	100,000	
- 2	Subtotal	17,938,075	
	Construction Management Fee	896.925	
- 8	Construction Management Pee	690,925	
8	Subtotal	18,835,000	
	13% HST	0 Excluded	
	CLASS "C" - BUDGET	18.835.000	

4-May-18	Delta
Burner	013054867
817,900	66,075
480,000	-
	-
309,000	27,000
182,000	155,000
13,000	19,000
697,000	14,000
9,408,825	1,850,275
97,000	(76,000
897,000	101,000
26,000	-
4,000	2120200
81,000	14,000
560,000	199,000
3,000	
16,000	-
	-
	-
289,000	51,000
259,000	77,000
361,000	21,000
610,000	34,000
The second second	-
	-
75,000	-
25,000	10,000
	-
25,000	-
40,000	-
100,000	-
-	-
1.	00000000000000000000000000000000000000
15,375,725	2,562,350
424,275	472,650
	-
auto concomination.	0.000
15,800,000	3,035,000
-	-
-	-
Contraction of the second	
15,800,000	3,035,000

Notes

9

- Parking structure is assumed to be "open air" regarding OBC Elevated structure is assumed to have a total of 752 new spaces, 2
- 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
- Assumes sufficient electrical capacity in GKM church electrical service for 4 new parking structure
- Based on 2019 (current) construction costs with no escalation included. 5
- Building Permit Fees, Dev. Charges and similar fees are excluded Design costs are excluded 6
- 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 \$ Cost saving ideas include the following: a reduce amount of railings and replace with higher precast (+(-8

 - 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
 Construction financing costs are excluded
- Electrical vehicle chargers are not included. Structure is not sprinklered, stand pipe only. 11
- 12

Appendix U



Cassels Brock & Blackwell LLP

Global Kingdom Ministries

August 17, 2023



PRIVILEGED AND CONFIDENTIAL

August 17, 2023

Alan Merskey Partner Cassels Brock & Blackwell LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance Street Toronto, ON M5H 0B4 Canada

Re: Trinity Ravine Community Inc. ("TRC") Transfer at Undervalue under the Bankruptcy and Insolvency Act, Kroll report ("Report")

Pursuant to our engagement letter dated March 16, 2023, Kroll Canada Limited ("Kroll", "we", "our", "us") is pleased to provide Cassels Brock & Blackwell LLP ("Cassels", "Law Firm" or "you") rendering legal services to Deloitte Restructuring Inc. ("Deloitte", the "Firm" or the "Client") appointed Trustee in Bankruptcy ("Trustee") of TRC in connection with the above-referenced matter ("Services") with our Report.

Background

Originally, the property located at 1250 Markham Road, Toronto, ON ("Subject Property") comprising of 6.7 acres of land was improved with a church or place of worship with some peripheral site improvements such as asphalt paving and landscaping on the southern portion of the original land. On September 30, 2020, Global Kingdom Ministries ("GKM") decided to sever their original land parcel into two portions and sell the southern portion to the newly formed church entity, GKMC, for a cash consideration of \$10. On April 16, 2021, GKM officially transferred the southern portion of the original land, referred herein as Subject Property to GKMC. It should be noted that GKMC is a related party, and this transaction was not at arm's length. TRC continued to be the owner of the Northern Land (2.4 acres) which was sold subsequently.

The rationale behind the land severing and transaction was that GKM had decided to develop the Northern Land into a high-density senior "life lease" residential development. GKM received development approvals on April 26, 2018, to execute their development project, which had a density, or floor space index (FSI), of 4.6x site area.

In February 2022, the development project failed and TRC which was responsible for executing the project, filed for CCAA. Through these proceedings, the April 16, 2021, transfer of the Southern Lands to GKMC was identified as a transfer at under value under Section 96 of the Bankruptcy and Insolvency Act.

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Consequently, to determine the fair market value of the asset at the transfer date, GKM commissioned Altus to prepare an appraisal of the Southern Land as of April 16, 2021. Altus' concluded the fair market value of the Southern Land at the aforementioned retrospective date as \$7,750,000.

In this regard, we have been engaged to prepare a Report as per the scope of services below:

- Read and comment regarding the appropriateness and reasonableness of the analysis contained within the appraisal report prepared by Altus ("Altus Appraisal" or "Altus") as of April 16, 2021 of the Subject Property. ("Review Report") (Schedule A)
- 2. Prepare a Comprehensive Narrative Appraisal Report of the Subject Property as of April 16, 2021 ("Valuation Date"). ("Kroll Appraisal" or "Appraisal") (Schedule B)

This Report complies with the reporting and consulting requirements set forth in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada.

We understand that we have been engaged as an independent expert, and that we have a duty to provide the court with an opinion that is fair and objective, and that duty prevails over any duty we owe to any party.

Summary of Various Value Opinions

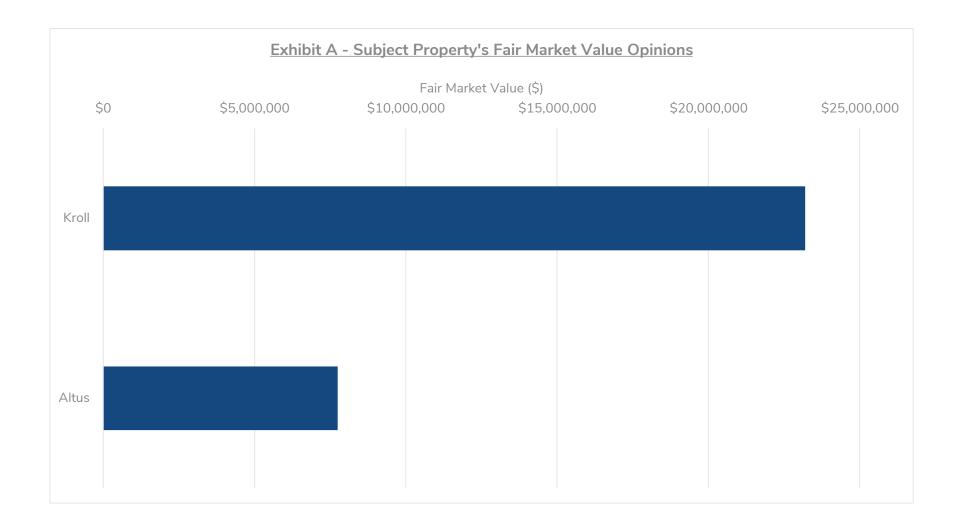
The following table and bar chart summarizes the various value opinions ascribed to the Subject Property as of the Valuation Date. Based on the review and critique we believe the Subject Property value is in the range of \$22,040,000 and \$24,360,000, with a midpoint of \$23,200,000.



	Delivered on <u>Appraisal</u> Fair Market						
<u>Appraiser</u>	Behalf of	Valuation Date	<u>Methodology</u>	<u>Value</u>	<u>Reference</u>	<u>Comments</u>	
Kroll	Deloitte, or the Trustee	4/16/2021	Direct Comparison Approach (Value in exchange)	\$23,200,000	Schedule B	Kroll concluded that current use of the Subject Property is not it's highest and best use. We are of the opinion that the highest and best use of the Subject Property is a residential redevelopment us Therefore, to value the Subject Property, we have used the DCA, using the dollar per buildable squar foot method. This method involves as a first step considering comparable sales where existing improvements are expected to eventually be demolished to make way for high density residenti redevelopment. These sales are evaluated, compared, and adjusted on their dollar per buildab square foot metric. Our analysis indicated the Subject Property could achieve a \$25 BSF on the open market. As a next step, Kroll determined that feasible residential redevelopment of the Subject Property would yield a density, or FSI, of 5.0x of si area. Using this density, we calculated the buildabl square feet of the Subject Property to be 927,610 sf. The resulting fair market value is \$25 BSF * 927,610 sf = \$23,200,000 (Rounded)	
Altus	GKM, or the Subject Property Owner	4/16/2021	Direct Comparison Approach (Value in use)	\$7,750,000	Altus appraisal dated March 9, 2023	Altus concluded that the highest and best use of the Subject Property is its current use. In applying the DCA given the lack of recent sales (far and fev in-between), Altus analyzed the sale of comparabl religious institutions in Mississauga, Toronto, and Markham between 2016 and 2021 and adjusted f comparability to conclude on their estimate of fair market value at \$7,750,000 (Rounded)	

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If you have questions regarding the contents of this Report, please contact Prakash Venkat, MBA, AACI, P. App, PLE at prakash.venkat@kroll.com.

Yours truly,

Kroll, LLC

Kroll Canada Limited



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Schedule A – Review Report

Introduction

It is our understanding that in relation to the TRC Transfer at Undervalue under the Bankruptcy and Insolvency Act, Altus prepared an appraisal report expressing an opinion of the market value of the Subject Property, as at the Valuation Date at \$7,750,000. Altus' appraisal's intended use was for litigation purposes, and their intended users were Global Kingdom Ministries Church Inc. c/o Miller Thompson LLP, and in the alternative the Court.

Based on the scope of work, we have reviewed the Altus appraisal and provided our comments on the reasonableness and appropriateness of the conclusions contained therein.

Our fundamental disagreement with the Altus appraisal is with their highest and best use conclusion. In their appraisal, Altus concluded that the highest and best use of the Subject Property is the continued operation as a place of religious worship. Therefore, Altus' final opinion of market value is predicated on this highest and best use conclusion. In the following critique, we seek to test the assumptions that underly this conclusion and prove that they are not supportive.

We believe Altus did not clarify that their appraisal presented the Subject Property's value in use, not its value in exchange. This is further supported by the fact that Altus' appraisal is influenced by their selection of older sale comparables that go back as far as five years before the Valuation Date.

Highest and Best Use

Key to any appraisal assignment is a thorough and diligent highest and best use analysis. This analysis is one of the first principles of value according to the Appraisal Institute of Canada (AIC) and is mandatory in any real property appraisal as per section 8.2 of the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP). CUSPAP defines highest and best use as follows:

"The reasonably probable use of Real Property, which is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value." – CUSPAP 2020

We believe that a mixed-use residential redevelopment is the highest and best use of the subject site. Further, in our review of Altus' appraisal, we believe they did not adequately consider this scenario as per the four highest and best use tests. Where Altus' analysis of this scenario falls short is in the exploration of multiple legally permissible and financially feasible scenarios, hence, fails the highest and best use analysis tests. We will consider and test Altus' assumptions as it relates to these two categories to demonstrate that the highest and best use of the Subject Property is a residential redevelopment.



Section 1. Legally Permissible

The legal permissibility test of the highest and best use analysis is the first and is concerned with the public and private land use restrictions imposed on the Subject Property. The appraiser must investigate whether modifications to zoning by-law and official plan designations are likely, consider public planning initiatives and the political climate in which planning decisions are made, and conclude on a list of uses which would be reasonably expected to be legally permissible. In Altus' analysis, they found that the only legally permissible use of the Subject Property is as its current use as a place of worship. Bousfields, a community planning firm with expertise in planning policy has been engaged by Cassels to provide their professional opinion on the possible redevelopment scenarios of the Subject Property. Bousfields' opinion letter and massing report are in appendices A and B, respectively, and reveal that the Subject Property has an alternative legally permissible use, which is a high density mixed-use residential development. We believe that Altus should have considered multiple scenarios including a scenario of high density mixed-use residential development as a possible legally permissible use of the Subject Property as if vacant, prior to coming up with a conclusion that the highest and best use of the Subject Property is its current use. As a result, Altus has underestimated the value of the Subject Property.

Section 2. Financially Feasible

The financial feasibility test, as per Altus' description, involves the appraiser analyzing the demand or market for a specific real estate product, associated costs, and the potential return of and return on capital. All uses that are expected to produce a positive return are regarded as financially feasible. The maximally productive test follows, which posits that of the financially feasible uses, the one that maximizes the value of the property is the highest and best use.

In Altus' financial feasibility test, they only referenced macro-economic conditions and the cost to construct the multi-level parking structure. Altus considers the existing use as the highest and best use by ignoring various other maximally productive uses in its highest and best use analysis. However, as stated in our previous section, Altus should have considered a residential redevelopment as one of the possible legally permissible use of the Subject Property. The following section explores the options of alternate uses such as condominium and apartment development on the subject site.

Section 2A. Introduction

There are four steps involved in testing the financial feasibility of an economic endeavor in real estate appraisal. First, the appraiser must understand the demand for the specific real estate product. This step is performed by analyzing various sources of market demand, such as reports, market data, and discussions with market participants. Secondly, the appraiser finds major developments of similar real estate products in the vicinity of the Subject Property. These projects help establish the parameters under which market participants are operating and provides relevant points of comparison. Thirdly, the appraiser collects, analyzes, and evaluates real estate transactions involving this real estate product. In our appraisal, this step



can be seen under the DCA analysis. Lastly, the appraiser concludes on whether the specific economic endeavor would be financially feasible for a purchaser of the Subject Property.

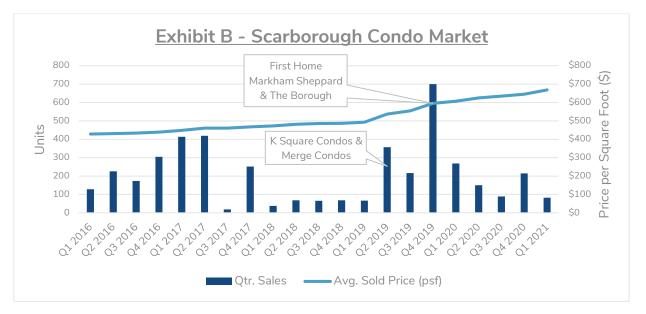
Section 2B. Condominium Analysis

When considering the financial feasibility of a residential redevelopment, it is necessary to analyze the supply and demand of the Subject Property's real estate market. Based on the surrounding uses, one of the options for a purchaser would be to initiative a condo redevelopment. Therefore, we have analyzed the condo market and nearby projects to gauge the market demand for such products. The results of our analysis indicate a market that has demonstrated ample demand for condo units and is therefore supportive of a condo redevelopment of the Subject Property.

To analyze the Subject Property's condo market, we researched and analyzed relevant market data in the Subject Property's competitive market. Our search leveraged the report provided by a third party, which is attached to this Report as a schedule. We have used construction activity, unit inventory levels in the market (i.e., how many condo units exist at a given time), and absorption data (i.e., the rate at which units are sold in a specific real estate market during a given time period) to analyze the supply and demand levels in the Subject Property's trade area. Because the financial feasibility test involves studying the cost-benefit relationship of an economic endeavor, supply and demand analysis is a basic step.

Over the past five years, the Scarborough condo market has seen the construction of a total of 4,273 units, and the average quarterly absorption rate has been 206 units. 2019 was an especially strong year for the Scarborough condo market, as it saw an average quarterly absorption rate of 335 units and a 23% increase in condo sale prices on a per square foot basis. Even in the face of COVID-19, the market has remained resilient with average condo prices continuing to rise and a steady stream of new units entering the market. The chart below illustrates the Scarborough condo market, with quarterly sales in blue and the average sold price per square foot represented by the light blue line. From a demand perspective, the Subject Property's market is robust and supportive of new developments.





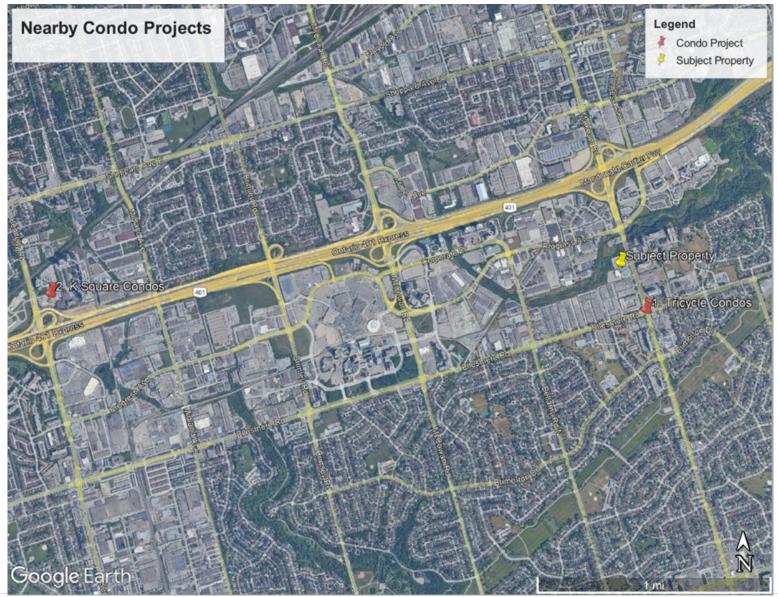
To concentrate our focus on the supply side, we analyzed condo projects near the Subject Property to understand the scale of developments being initiated by market participants. We analyzed two condo projects: Tricycle Condos and K Square Condos. Renderings of each condo project, key statistics, and a map outlining their location in relation to the Subject Property follows.





Key Statistics:	Key Statistics:	
 Located near Markham Rd/Ellesmere Rd Sales launched in November 2018 14 storeys building consisting of 144 units. Took 2 years to reach 70% sold status. Occupancy set to begin in late 2023. 	 Located near Kennedy Rd/Hwy 401 Sales launched in April 2019 34 storeys building consisting of 636 units. Took 1 year to reach 70% sold status. Occupancy set to begin in late 2023. 	







1. Tricycle Condos

The first and best comparable project to analyze is Tricycle Condos, located at 1152 Markham Road. This project is located only 600 metres south of the Subject Property and is influenced by the same locational factors as the Subject Property given its proximity. Furthermore, the condo project opened sales to the public in November 2018, less than three years before the valuation date. The absorption data from Tricycle Condos shows an average quarterly sales rate of 14 units for the nine quarters ending Q1 2021, with the opening quarter being the most active at 44 units sold. It should be noted that this average is dragged down by two quarters of inactivity during Q1 and Q2 of 2020. At the start of the pandemic, some condo developers had difficulty transitioning to online sales and were forced to shut down transactions for a brief period while they adapted their business services. Furthermore, while quarterly sales coming out of COVID have declined, it should be noted that the sale price per square foot jumped by \$5 once activity resumed and has been growing steadily since. The chart below illustrates the project's absorption data, with quarterly sales in blue and the average sold price per square foot represented by the light blue line.

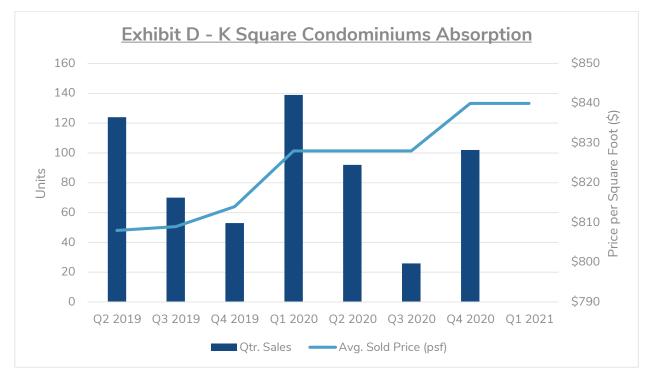


The Tricycle Condos project provides a relevant example of a residential redevelopment occurring in the Subject Property's trade area. The project helps provide support for the financial feasibility of the economic endeavor by establishing a precedent for the supply of such real estate products.



2. K Square Condos

The second comparable project to analyze is K Square Condos, located at 2035 Kennedy Road. This project is 5.8km west of the Subject Property, with southern frontage onto the busy Highway 401. The condo project opened sales to the public in April 2019, only 2 years before the valuation date. The absorption data from K Square Condos shows an average quarterly sales rate of 76 units for the eight quarters ending Q1 2021, with Q1 2020 being the most active with 139 units sold. It should be noted that this average is dragged down by one quarter of zero sales during Q1 2021. With larger condo developments, such as K Square condos, developers typically hold some units (30 of the 636 units) to sell at a later time to try and squeeze more profit by way of rising condo prices. Furthermore, while quarterly sales coming out of COVID have declined, it should be noted that like the Tricycle Condo project, the sale price per square foot for condos has risen markedly since the pandemic; at K Square Condos, the price per square foot jumped by \$12 in Q4 2020. The chart below illustrates the project's absorption data, with quarterly sales in blue and the average sold price per square foot represented by the light blue line.



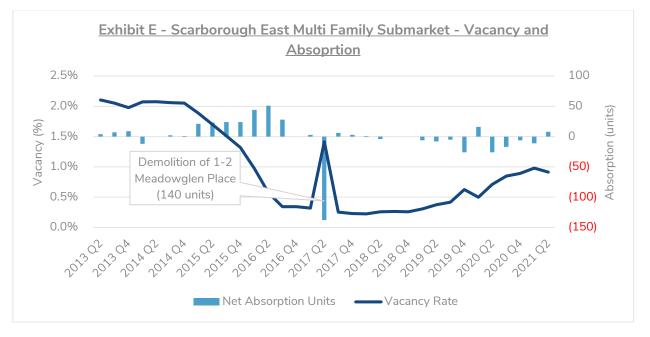
The K Square project provides another relevant example of a residential redevelopment occurring in the Subject Property's trade area.

Both these projects, along with the Scarborough market data, provide ample support for the financial feasibility of a condo redevelopment of the Subject Property.



Section 2C. Rental Apartment Analysis

In analyzing demand for apartments in the Subject Property's market, we have researched vacancy, asking rents, and absorption data (i.e., the rate at which units are leased in a specific real estate market during a given time period)¹. The data shows that over the past eight years, the average vacancy rate of multi-family properties in the Scarborough East submarket was 1.0%, and over the past four years the quarterly vacancy rate has been at or below 1%. As of Q2 2021, the market asking rent per unit in the submarket is \$1,666, and market rents over the past eight years have increased by an average of 2% per quarter. These statistics illustrate a tight market short of ample supply and primed for residential redevelopments to enter the market with low vacancy rates.



Separately, it should be noted that the owner of the Subject Property in their judgement believed that there was sufficient market demand for residential properties, insofar that they sought zoning approval for the construction of 565 retirement home units spread across two high rise buildings on the northernly adjacent property, 1256 Markham Road.

449

¹ Data provided by CoStar Group, retrieved July 21, 2023.



Section 2D. Demographic Analysis

In 2021, the population of the census metropolitan area (CMA) of Toronto was 6,202,225, according to Statistics Canada; this ranks number one in the country by population, with a 4.6% growth rate compared to the CMA's 2016 population. Last year (2020), Toronto welcomed 78,849 immigrants, a decrease from the prior year that can be attributed to the COVID-19 pandemic. However, Toronto should expect to welcome more immigrants in the coming years, as the Canadian government affirms their commitment to driving population growth through immigration. The federal government is targeting 400,000 new residents annually and has established a long-term plan to accept 1.2 million immigrants in 2021-2023². With immigration continuing to drive population growth in the CMA, demand for residential properties will consequently increase as these newcomers look for places to live.

Shifting the focus away from immigration, another driver of demand for apartments/condos in the Subject Property's market is the aging of the population. In 2020, roughly 20% of Canada's total population was over 65, and by 2030 this percentage is expected to increase to 23%, or 9.5 million total Canadians³. These seniors will be looking to downsize and capitalize on home equity to fund retirement plans. Seniors moving out of their homes will enter the marketplace for residential properties and be a catalyst for apartment/condo demand.

In Altus' appraisal, there is data that illustrates the broader trend of Torontonians living in apartment buildings compared to homes or townhouses. In Appendix C – P4 of Altus' appraisal, they show a chart of occupancy rates by household dwelling type in Toronto. In the 35-49 age bracket, the trend from 1996 to 2016 has been an increasing percentage of Torontonians are living in apartments taller than 5 storeys, with the rate going from 35% to 43%, respectively. This trend is more acute in the younger 15-34 age bracket, where the same rate has increased from 45% to 62%, an increase of 17 percentage points. Overall, this data reflects increasing demand for rental properties in Toronto, which the Subject Property can serve through residential redevelopment. Solely from a demand perspective, we can conclude that a redevelopment of the Subject Property into a rental property would be financially feasible.

Overall, the demographic characteristics of the Subject Property's market show strong demand for residential properties, with drivers of future growth including immigration policy and the aging of the population. This strong demand supports the financial feasibility of the Subject Property as a residential redevelopment site.

Section 2E. Nearby Development Projects

In assessing the financial feasibility of development projects, it is helpful to look at market precedent to understand what type of projects are being undertaken by investors in the nearby area. In our appraisal

² CAPREIT Q1 2021 Results Conference Call

³ Ibid.



report (Part B), we have identified five neighborhood development applications as of the valuation date. These development applications are all within 3km of the Subject Property, and apart from 1256 Markham Road, were submitted within the last four years. These development applications are mixed use in nature, with a mix of residential and retail/office at grade. These applications have an average density (FSI) of 5.0x site area, an average unit count of 1,200, and have an average site area of 3.75 acres. The market comparables that we have identified in our appraisal set the parameters for the investment criteria of market participants and demonstrate the profitability of these projects. The established precedent of real estate investors undertaking residential redevelopment projects in the Subject Property's trade area show that there are sufficient prospects for profit that outweigh the risks. Therefore, acknowledging that these properties are comparable but not identical, we believe that the Subject Property would have similar appeal to a developer seeking a profitable project. In summary, the market activity in the Subject Property's trade area is supportive of residential redevelopment.

Section 2F. Governmental Incentives

We recognize that any residential redevelopment of the Subject Property brings associated costs and risks that must be borne by the developer. To help address these risks, the City of Toronto has implemented various incentives to promote the construction of purpose-built rental homes. In the City of Toronto's 'HousingTO 2020-2030 Action Plan', the City recognizes that "the Toronto challenge over the next decade will be to encourage a paradigm shift from condominium development through supporting and incentivizing the creation of more purpose-built rental and affordable housing in Toronto"⁴.

Governmental authorities offer numerous incentives for the construction of purpose-built rental homes. The following excerpts were taken from the City's 'HousingTO 2020-2030 Action Plan'

- *i.* There is the potential for financial assistance through the National Housing Strategy, through the Rental Construction Financing Initiative (RCFI), which provides \$13.75 billion in low-interest financing to support the construction of some 42,500 rental units nationally until 2027.
- ii. The More Homes, More Choice Act, 2019 seeks to boost the supply of new housing by providing the deferral of municipal development charges on new rental housing until building construction is completed and providing a five-year grace period post-construction for payment of the development charges.
- iii. Through the Housing Now Initiative, 11 City-owned sites have been activated for the development of 3,700 market rental and 3,700 affordable rental housing units within mixed income, mixed use, transit-oriented communities.
- iv. The City of Toronto has expanded permissions to support the development of laneways suites.

Another incentive to build rental properties provided by the government is Canada Mortgage and Housing Corporation (CMHC) financing. To address strained housing markets that require additional rental housing

⁴ HousingTO 2020-2030 Action Plan, page 78



supply, the CMHC has launched the 'Rental Construction Financing Initiative'. The initiative extends lowcost loans to developers which encourages the construction of sustainable rental apartment projects across Canada. Qualified applicants can be eligible to receive debt with favourable terms which include a 10-year term at a fixed interest rate, an up to 50-year amortization period, and up to 100% loan to cost on issuance⁵. In a period of rising interest rates, the favourable CMHC financing is especially attractive to developers who are having to deal with the Bank of Canada raising the policy rate to 5%. This CMHC financing is another governmental incentive to develop purpose built rental properties and could be used by a purchaser of the Subject Property to offset the costs and risks associated with such a project.

We believe these governmental incentives would help offset some of the costs and risks associated with the conversion of the Subject Property to a residential use, and further support the financial feasibility of the endeavor.

Section 2G. Conclusion

The highest and best use analysis involves the evaluation of various uses of the Subject Property to determine its greatest value potential, not just the existing use. Altus' appraisal concludes that the highest and best use of the property is the continued operation of a religious worship facility and thus any opinion of market value should be confined within this context. Our analysis explored various other uses and concludes that the maximally productive use of the Subject Property would be a residential redevelopment. The Bousfields reports further support the legal permissibility and physical possibility of such a conversion. See appendices A and B for more details. Additionally, our research of various demand and supply factors signals that there is strong support for the financial feasibility of a residential redevelopment. Therefore, because Altus did not consider this valid use of the property in its highest and best use analysis, we disagree with their appraisal and the conclusions contained therein. CUSPAP Rule 8.2.6 states that an appraiser must resolve the highest and best use as of the effective date of the report. We believe Altus did not properly resolve this issue.

Section 3. Value In Use vs. Value in Exchange

In real estate valuation, there are various types of objective value that can be reported. Objective value refers to a number based on market evidence and that could be verified by a third party, as opposed to a subjective value that is hypothetical and based on personal biases of a specific individual.

The objective value that most people are familiar with is market value, or value in exchange. Market value is defined herein in Schedule B, but it should be noted that a defining characteristic is that it is not dependent on one individual's tastes and preferences, but on the negotiations of several persons and an

⁵https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/funding-programs/all-funding-programs/rental-constructionfinancing-initiative



objectively verifiable transaction price⁶. Therefore, in pursuit of the maximally productive use of real estate, it can be assumed that buyers and sellers will consider alternative uses of property if they are more profitable than the existing use.

Contrast this definition of value with that of value in use. Value in use is the value of a property as it is currently used, not its value considering alternative uses. This definition of value is commonly used where legislation has been enacted to preserve farmland, timberland, or other open space land on urban fringes⁷. In Altus' appraisal, they opined that even though in its existing use the Subject Property requires an above ground parking structure that would cost more than \$14 million, the only use that should be considered is the existing use being a religious place of worship. The fact that in its existing use the Subject Property requires this \$14 million parking structure in our opinion warrants an investigation by the appraiser into alternative uses, given how much this structure is reducing the overall value. However, no such investigations were made by Altus, and they only reported on the value of the Subject Property as a religious place of worship. Therefore, we believe that Altus' appraisal in nature presents the Subject Property's value in use, rather than its value in exchange.

Section 4. Selection of Sale Comparables

Toronto's real estate market has changed significantly over the last decade. Increased immigration, housing affordability issues, and changes in zoning have altered how developers in Toronto view the highest and best use of land parcels.

Considering these significant changes in Toronto's real estate market, it is important that when conducting a DCA, the appraiser emphasize recent transactions that reflect current attitudes and trends. However, in Altus' appraisal, they have selected just one church comparable transaction from 2021, and two of their five comparables are from 2016, more than five years before the Valuation Date. For reference, Altus' comparable land sales chart is below.

 $^{^{6}}$ The Appraisal of Real Estate, Third Canadian Edition, Chapter 2

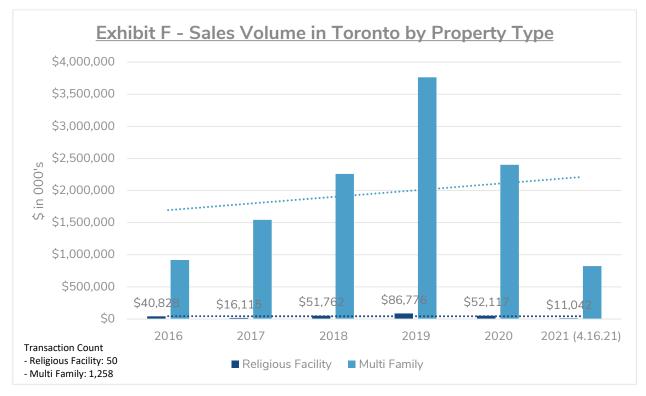
⁷ Ibid.



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

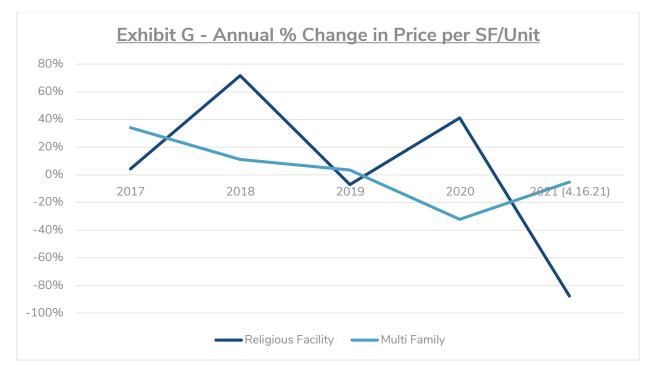
Table 2 – Altus Comparable Land Sales Chart, page 56

Including dated transactions in the DCA is important because it underrepresents changes in the Subject Property's real estate market that may have affected the valuation. Especially in Toronto, the market for religious facilities has been dwarfed by that of more prominent property types, such as multi family. In an analysis that spanned from January 2016 up to the Valuation Date, the Toronto real estate market recorded 1,258 multifamily transactions compared to 50 religious facility transactions. In 2021 (up to the Valuation Date), the sales volume of multifamily transactions was 75 times larger than that of religious facilities. The bar chart below shows the results of this analysis, with multifamily sales volume in light blue and religious facility sales volume in dark blue, along with trendlines.





Additionally, because the religious facilities' real estate market is relatively shallow, it is subject to swings in property valuations caused by a few transactions. In the analysis period, the standard deviation of the annual percentage change in the pricing multiple for religious facilities was 0.5, compared to 0.2 for multifamily. This higher standard deviation means religious facilities' pricing multiples are more volatile, which can be concerning for investors. The following chart shows the annual percentage change in price per square foot or unit, depending on the property type, with multifamily in light blue and religious facility in dark blue.



These market statistics are relevant to Altus' appraisal because they show a market for religious facilities that is very niche and lacks transaction volume compared to more established property types. Additionally, because other property types in Toronto are growing, investment is likely being diverted away from religious facilities in pursuit of this growth. Therefore, when Altus utilizes church sale comparables that are outdated in their analysis, they are taking pricing multiples from a market that was much different than the one observed on the Valuation Date. We believe that if Altus utilized church sale comparables that are more recent, their fair market value conclusion would have been affected.



Schedule B – Short Narrative Appraisal of Subject Property



Global Kingdom Ministries

site U

Comprehensive Narrative Appraisal Report Valuation Date April 16, 2021



August 17, 2023

Alan Merskey Partner Cassels Brock & Blackwell LLP Bay Adelaide Centre – North Tower, Suite 3200 Toronto, Ontario M5H 0B4

Re: Comprehensive Narrative Appraisal Report of Markham Rd

Mr. Merskey:

In accordance with your request, we have prepared a Comprehensive Narrative Appraisal Report to estimate the As-Is Market Value (Fee Simple Interest) in the Subject Property. The intended use of this appraisal is to assist the client in relation to a litigation or dispute involving this asset. The intended users of this appraisal are Deloitte, Cassels, and the Court. Please reference the attached report for important information regarding the scope of work and analysis for this appraisal, including property identification, inspection, the highest and best use analysis and valuation methodology.

The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION						
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	LOW END	MID POINT	HIGH END
As-Is Market Value	Fee Simple Interest	Six to Nine Months	April 16, 2021	\$22,000,000	\$23,200,000	\$24,400,000

The exposure time preceding April 16, 2021 would have been Six to Nine Months and the estimated marketing period as of April 16, 2021 is Six to Nine Months.

Extraordinary Assumptions

Under CUSPAP, an extraordinary assumption is defined as "An assumption, directly related to a specific assignment, which, if found to be false, could materially alter the opinions or conclusions." The following extraordinary assumptions are applicable to the analyses contained in this report:

• We have not been provided with or completed an environmental site assessment. It is assumed as an Extraordinary Assumption that there are neither soil, subsoil, hazardous or environmental conditions that would preclude development of the property or that would adversely affect the Market Value estimates herein.

• Indications of development density and development timing were obtained from a sample of relevant planning applications for comparable properties in the vicinity of the Subject Property, and through the consideration of an independent professional land use planning opinion provided by



Bousfields. These date sources indicate that a Floor Space Index (FSI) of 5.0x would appear reasonable for the Subject Property and are assumed herein as an Extraordinary Assumption.

• An interior inspection of the Subject Property was not completed. The condition of the building as reported herein is based on available information and is relied upon as an Extraordinary Assumption.

Hypothetical Conditions

No Hypothetical Conditions were made for this assignment.

Reliance Language

The intended use of this appraisal is to assist the client in relation to a litigation or dispute involving this asset. The intended users of this appraisal are Deloitte, Cassels, and the Court.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The appraisal and valuation analysis herein has been made in accordance with the CUSPAP Standards. Accordingly, the analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth therein.

If there are any specific questions or concerns regarding the attached appraisal report, or if Kroll REAG can be of additional assistance, please contact Prakash Venkat, MBA, AACI, P. App, PLE at prakash.venkat@kroll.com.

Respectfully submitted,

Kroll, LLC

Kroll, LLC



Definition Of Market Value / Fair Market Value

For Canadian tax purposes, "Fair Market Value" is defined as follows:

"The highest price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts."

For real estate analysis purposes, the Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") adopted by the Appraisal Institute of Canada define "Market Value" as:

"The most probable price which a property should bring in a competitive and open market 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 specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated.
- 2. Both parties are well informed or well advised and acting in their own best interests.
- 3. Reasonable time is allowed for exposure in the market.
- 4. Payment is made in cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold, unaffected by the special or creative financing or sales concessions granted by anyone associated with the sale.
- 6. For purposes of this assignment, unless otherwise determined, we will assume the concepts of Fair Market value and Market Value (referred to hereafter as "Fair Market Value" or "Value") are essentially the same.

Intended Use

The intended use of this appraisal is to assist the client in relation to a litigation or dispute involving this asset.

Intended User

The intended users of this appraisal are Deloitte, Cassels, and the Court.

Property Rights Appraised

The property rights appraised constitute the fee simple interest.

Non-Discrimination Statement

This appraisal has been completed without regard to race, color, religion, national origin, sex, marital status or any other prohibited basis, and does not contain references which could be regarded as discriminatory.



Personal Property & Business Intangible

There is no personal property (FF&E), or business intangible value included in this appraisal.

Property And Sales History

Current Owner

The Subject Property is currently under the ownership of Global Kingdom Ministries.

Three-Year Sales History

According to county records the registered owner of the Subject Property is Global Kingdom Ministries Church Inc, who acquired title on April 16, 2021 (the Valuation Date). We are not aware of any agreements of purchase and sale, offerings, or listings with respect to the Subject Property that were active or completed within 3 years prior to the Valuation Date.

Marketing Time and Buyer Profile

Marketing time is an estimate of the amount of time it might take to sell a property interest in real estate the appraised fair market value during the period immediately after the effective date of the appraisal. The marketing time for the Subject Property is estimated to be between Six to Nine Months.

Subject Property Inspection

PROPERTY INSPECTION					
APPRAISER	INSPECTED	EXTENT	DATE	ROLE	
Prakash Venkat	NA	NA	NA	Primary Appraiser	
Conrad Kim	Yes	Exterior	July 12, 2023	Assistant	



Scope of Narrative Appraisal

This report has been prepared by Kroll Canada Limited ("Kroll") for the Company to calculate the fair market value ("FMV") of the Company's Subject Property as of the Valuation Date.

Based on the scope of work, we have:

- Reviewed the information related to the Subject Property provided to us;
- Examined market conditions and analyzed their potential effect on the Subject Property; and

• Identified and considered information with respect to sales, listings, and leases, at or before the Valuation Date, considered similar to the Subject Property.

We also note that we have not:

- Conducted a title search to confirm ownership, mortgages and encumbrances nor have we investigated the history of the Subject Property; or
- Undertaken any environmental audits nor do we make any representations regarding any environmental issues. As such, the values reported herein are qualified and subject to adjustments for environmental issues (if any).

For real estate analysis purposes, the Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada (CUSPAP) define "Market Value" as: "The most probable price which a property should bring in a competitive and open market 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 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 their own best interests;
- A reasonable time is allowed for exposure in the market;

• Payment is made in 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 the special or creative financing or sales concessions granted by anyone associated with the sale.

For purposes of this assignment, unless otherwise determined, we have assumed the concepts of FMV and market value (referred to hereafter as "FMV") are essentially the same.



Executive Summary

The FMV of the Subject Property at 100% interest as at the Valuation Date are summarized below:

	RECONCILIATION OF VALUES
VALUATION SCENARIOS	(A) VALUE AS-IF A RESIDENTIAL REDEVELOPMENT SITE
Interest	Fee Simple Interest
Date	April 16, 2021
	SALES COMPARISON APPROACH
SALES COMPARISON APPROACH	
FAIR MARKET VALUE	\$23,200,000
\$/BSF	\$25
	FINAL VALUE CONCLUSION
FINAL VALUE CONCLUSION \$/SF NRA	\$23,200,000

Subject to Ordinary Assumptions, Limiting Conditions, and Extraordinary Assumptions. See page 17 herein.



Certification

We certify that, to the best of our knowledge and belief:

- 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 impartial and unbiased professional analyses, opinions and conclusions;
- We 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;
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the CUSPAP;
- We have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
- Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
- Conrad Kim has completed an exterior inspection of the property that is the subject of this report;
- As of the date of this report the undersigned has fulfilled the requirements of the AIC's Continuing Professional Development Program; and
- The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

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Prakash Venkat, AACI Senior Director Membership No. - 905486 Expiration Date - August 31, 2023 prakash.venkat@kroll.com

my him

Conrad Kim, AIC Candidate Member Analyst Membership No. - 918391 Expiration Date – September 30, 2024 conrad.kim@kroll.com



Subject Property Description

Real Property Description

	PROPERTY IDENTIFICATION
Name	Global Kingdom Ministries
Property Type	Special Purpose - Religious Worship Facility
Address	1250 Markham Rd
City, State Zip	Toronto Ontario M1H 2V9
Parcel No. (PIN)	19 01 052 880 05903 0000
Assessment No.	19 01 052 880 05903 0000
Market / Submarket	Toronto / Scarborough East
Geocode	43.778779,-79.234277
Mortgage Financing	The Subject Property is valued as if free and clear of mortgage financing
Assessment (2021)	\$13,763,000
	The registered owner of the Subject Property is Global Kingdom Ministries Church Inc
Ownership History	According to county records the registered owner of the Subject Property is Global
	Kingdom Ministries Church Inc, who acquired title on April 16, 2021 (the Valuation
	Date). We are not aware of any agreements of purchase and sale, offerings, or listings
	with respect to the Subject Property that were active or completed within 3 years prior
	to the Valuation Date.



Site Description

	SITE DESCRIPTION		
Number of Parcels	1		
Assessor Parcel Number	19 01 052 880 05903 0000		
Land Area	Square Feet	Acres	
Usable	185,522	4.26	
Total	185,522	4.26	
Zoning	Industrial (M)		

Site, Shape, Dimensions, and Land Area: The Subject Property is irregular in shape and has the following approximate dimensions, as per the City of Toronto zoning information map and measuring tool.

Limit	Feet
North Limit	168
South Limit	219
East Limit	93
West Limit	99
Site Area (acres)	4.26



Building Description

	IMPROVEMENT DESCRIPTION
Tenancy	Single-Tenant
Net Rentable Area (NRA)	79,625
Gross Building Area (GBA)	79,625
Ground Floor SF	52,791
Total Buildings	1
Floors	2
Year Built	2008
Actual Age	13
Land To Building Ratio	2.33:1
Site Coverage Ratio	28.5%
Parking	2.1 / 1,000 SF NRA

We conducted a site visit of the Subject Property on July 12, 2023. See below for photos of the exterior of the Subject Property with accompanying captions.







Taxes and Assessment

The subject's assessed values for the current year are not available, however we have sourced the same values as of tax year 2022:

TAX RATE AREA TAX RATE								
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX		
19 01 052 880 05903 0000	\$0	\$13,763,000	\$13,763,000	\$0	\$0	\$0		
Subtotal	\$0	\$13,763,000	\$13,763,000	\$0	\$0	\$0		
Subtotal \$/NRA	\$0.00	\$172.85	\$172.85	\$0.00	\$0.00	\$0.00		
TOTAL BASE TAX \$/NRA	/ \$ TOTAL				\$0.00	\$0		



As is common with most churches under the Ontario Assessment Act, the Subject Property is exempt from paying property taxes.

Aerial Photograph of the Subject Property

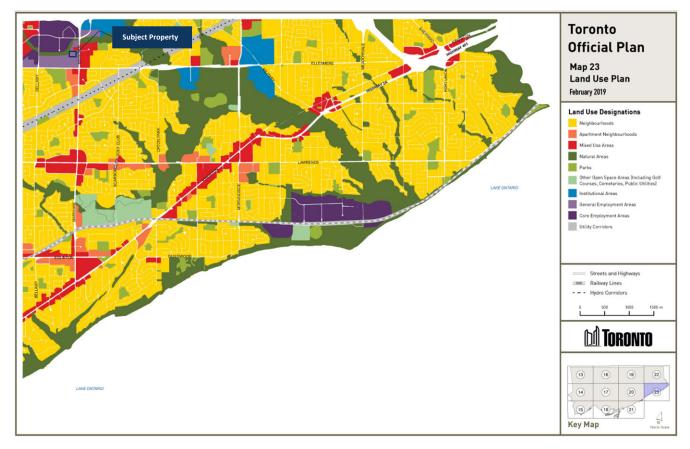


Source: map.toronto.ca



Land Use Controls

Official Plan – City of Toronto



As per the City of Toronto's Land Use Designations, the Subject Property is designated under the 'General Employment Areas'.

Employment Areas

Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospects. Both Core Employment Areas and General Employment Areas are important and comprise the City's "Employment Areas" as defined under the Provincial Planning framework.

The majority of Employment Areas are designated as Core Employment Areas where uses identified in Policies 4.6.1 and 4.6.2 are permitted. Core Employment Areas are, for the most part, geographically located within the interior of Employment Areas. Uses that would attract the general public into the interior of employment lands and possibly disrupt industrial operations are not generally permitted in Core Employment Areas. Industrial trade schools are traditionally permitted in Employment Areas and are provided for in Core Employment Areas. Media facilities include uses such as, but are not limited to, production studios and establishments that manufacture printed and/or digital communications.



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. 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. In addition to all of the uses permitted in a Core Employment Area, the uses identified in Policy 4.6.3 are also permitted in General Employment Areas. Automobile dealerships are permitted as a retail and service use in a General Employment Area.

All types of retail are provided for in a General Employment Areas. However, because major retail developments have the potential for greater impacts, they may be permitted only through an amendment to this Plan and the enactment of a site-specific zoning by-law by way of a City-initiated Municipal Comprehensive Review.

Policies

General Employment Areas

- 1. 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 all types of retail and service uses.
- 2. Fitness centres are permitted in General Employment Areas. Ice arenas legally established before March 26, 2018, in General Employment Areas are permitted.
- 3. New retail developments that result in the establishment of a major retail site with 6,000 square metres or more of retail gross floor area on a lot may only be permitted as the primary use in General Employment Areas through an amendment to this Plan and enactment of a site-specific zoning bylaw by way of a City-initiated Municipal Comprehensive Review if:
 - a) the property is outside of the Downtown and Central Waterfront;
 - b) the property is on a lot that fronts onto a major street as shown on Map 3; and
 - c) the following matters are addressed:
 - the transportation demands and impacts generated by the development, particularly upon nearby residential neighbourhoods and the Employment Area, are reviewed and necessary improvements and mitigation measures can be completed;
 - ii. it is demonstrated that the existing and planned function of the Employment Area and any nearby Employment Area, including the movement of goods and employees, is not adversely affected;
 - iii. it is demonstrated that the economic health and planned function of nearby retail shopping districts are not adversely affected;
 - iv. new public and private streets, as deemed to be appropriate by the City, are provided to complement the area street network and provide improved pedestrian access and amenity;



- v. retail buildings are clearly visible and directly accessible from the sidewalks of the public and private streets; and
- vi. parking is integrated within and/or located behind or at the side of the new building.
- 4. New retail developments that include one or more stores totaling 6,000 square metres or more of new retail gross floor area may only be permitted as the primary use in General Employment Areas through an amendment to this Plan and enactment of a site-specific zoning by-law by way of a City-initiated Municipal Comprehensive Review where:
 - a) all of the criteria in Policy 4.6.5 are met;
 - b) buildings that front onto a major street as shown on Map 3 are a minimum of two storeys in height; and
 - c) the majority of vehicle parking associated with the new retail is located below grade and/or in a parking structure with limited visibility from the street.



Economic Overview

Canadian Economic Overview

The Canadian economy has shown resilience in the face of the second wave of the pandemic and renewed restrictions. Despite provinces enacting tougher measures to control the spread of the virus, GDP advanced 9.6% (annualized) in the fourth quarter, well above consensus expectations of 7.5%. In addition, according to Statistics Canada's flash estimate, output is on track to grow by 0.5% month-on-month in January, setting the stage up for a solid advance of 3.8% in the first quarter of 2021⁸.

This is not to say that economic growth in Canada has been impervious to the impact of the second-wave restrictions. In January, TD Spend data show that provinces with the tightest restrictions — Ontario and Quebec saw a considerable drop in household expenditure compared to those that did not. But as some restrictions were lifted in February, consumption growth improved in both provinces. Quebec, in particular, has skipped past all other provinces, recording the largest consumption gains to end February (Chart 3).

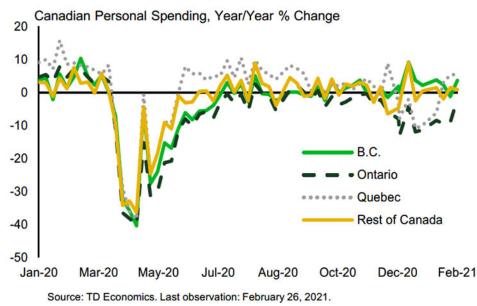


Chart 3: Easing Restrictions Spur Spending in Ontario and Quebec in February

Beyond the first quarter, the economic forecast is highly dependent on the pace of the vaccine rollout and virus developments. Given the recent hiccups in distribution, governments are likely to lift restrictions more slowly than what we had anticipated in our December projection. In addition, health concerns could continue to weigh on consumer and business spending activity. As a result, instead of bursting to life, we

⁸ TD Economics Quarterly Economic Forecast – March 18, 2021



expect economic activity to ramp up through the second quarter. Under the assumption that the vulnerable population is inoculated, and hospitalizations continue to move lower, growth is expected to average 5.3% in the second half of the year.

Given the stronger starting point, output is now forecast to return to its pre-pandemic level in the third quarter, a quarter earlier than our December projection. On an annual basis, we have revised up our forecast from 4.9% to 6.0% growth for the Canadian economy in 2021.

Economic momentum is expected to carry into 2022 as the hardest hit industries heal from the impacts of the pandemic. This results in a solid showing of 3.9% growth for GDP in 2022.

Ontario Economic Overview

Data provided by the Bank of Montreal indicates the current, unprecedented health and economic crises have had a considerable negative impact on Ontario's principal economic indicators, which have yet to recover to pre-pandemic levels. Ontario witnessed a steep decline in real GDP growth (-5.6 percent) in 2020 but is projected to see a moderate rebound of 4.8 percent in 2021, fueled largely in part by expectations for vaccination rollout and the eventual re-opening of the economy⁹.

Unsurprisingly, all economic regions of Ontario felt the impacts of the recession, though some considerably more than others. Employment growth declined throughout the province in 2020 and is expected to make a steady recovery in the year ahead.

Current lockdown measures coupled with low business confidence and bleak outlook sentiments have produced significant declines in business investment and household spending. Targeted support programs and pro-growth policies will be critical for facilitating a more balanced recovery for all regions of the provincial economy.

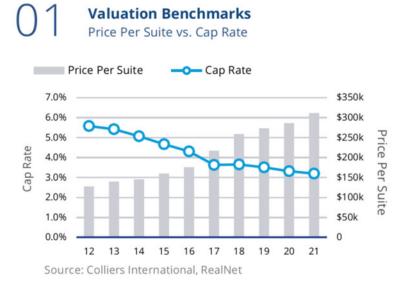
Despite the unfavourable circumstances, Ontario stands a chance to benefit in the medium- to long-term from a number of infrastructure projects announced by the Governments of Ontario and Canada, such as investments in broadband, transportation, digital, and green initiatives, that will help stimulate demand and set the stage for job creation, opportunities to innovate, and growth in real GDP that will pivot the province to remain sustainably competitive at the national and international levels.

⁹ Ontario Economic Report – 2021, Ontario Chamber of Commerce



Toronto Multi-Family Market Overview

As 2021 progresses, we can reflect on a turbulent full year of living in the COVID-19 environment. Many industries and real estate sectors continue to experience troublesome conditions, while the GTA multifamily sector remains resilient and is thriving during the recovery.

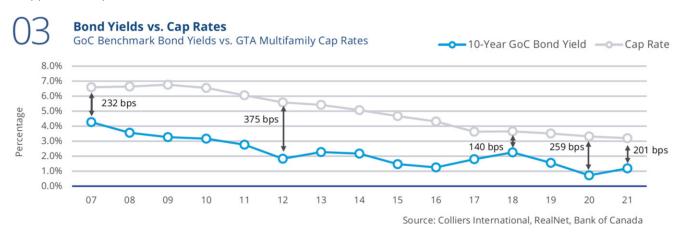


Sizeable portfolio sales continue to drive valuation benchmarks and represent a significant portion of market share. On the tailwinds of a robust market in second half of 2020, Q1 transactional volume surpassed all other first quarters on record. Total sales volume reached \$584.5 million with the sale of 1,858 suites over 30 transactions.





Valuations have trended higher and record pricing can be seen across the region. The average price per suite in the GTA has risen to \$311,562 year-to-date which represents an increase of 12.2% YoY¹⁰. Furthermore, increasing valuations are evidenced with the prevailing cap rates, which saw a decrease of 30 bps YoY, and now average 3.20%. The trend of a tightening spread between GTA multifamily cap rates, and the 10-year benchmark bond yield has continued throughout 2021 and now sits at approximately 200 bps. Year to date the 10-year bond yield averages 1.20%, although we have seen an uptick in recent weeks to approximately 1.50%.



As the vaccine rollout continues to gain momentum and the economy slowly reopens it is expected that the rental market will strengthen towards the second half of the year. In the interim, softer market conditions will prevail in the core Toronto regions while the 905 regions are less adversely affected.

Demand for multi-residential assets remains strong as there has been an increase of private and institutional capital looking for multifamily allocations. In the short-term, we expect valuations to remain high as interest rates remain low, and positive speculation on the recovery from the pandemic is widely perceived throughout the market. We anticipate a further influx of marketed properties for sale as investors look to take advantage of favourable market conditions.

¹⁰ Colliers GTA Multifamily Market Report – Q1 2021



Location Overview

City of Toronto



Source: City of Toronto Interactive Map

Overview: Toronto is the capital city of the Canadian province of Ontario. It is the most populous city in Canada, a multicultural city, and the country's financial and commercial centre. The city's boundaries consist of Highway 407 to the north, Highway 401 passes through the city and connects city's western boundary to the eastern boundary. Lake Ontario is to the south of the city.

Transportation: The influx of people resulted in higher-density core development as well as suburbanization, and both increased the need for public transportation, which has a long history in this city. A major change, though, was the building of a subway system in the early 1950s. With the creation of the Metropolitan level of government in 1953 came the creation of the Toronto Transit Commission (TTC) to provide public transportation for the whole region. New subway lines and extensions were added to the system, although many were delayed because of a lack of funding. Other changes to the transit system included phasing out the trolleys. To facilitate commuter traffic for the linear spread of population along Lake Ontario, the "GO" (Government of Ontario) train service was developed in 1967 using existing freight rails. Expressways were constructed to bypass the congested downtown of Toronto; three



expressways—the Gardiner Expressway (starting in the mid-1950s) along the waterfront, the Don Valley Parkway (early 1960s) to the east of the city, and the 401 Expressway (early 1970s) to the north—provided a ring road.

Toronto is home to two airports. Both were established in 1938, and each has undergone a number of upgrades to runways and terminals as well as name changes. In close proximity to the heart of the city is Toronto Island's airport—initially the Port George VI Airport, which had its name changed to Toronto City Centre Airport in 1994 and since 2009 has been known as the Billy Bishop Toronto City Airport. Toronto's international airport is located some 20 miles (30 km) to the west of the city, in the community of Malton, and therefore was called the Malton Airport until being designated Toronto International Airport in 1960 and later, in 1984, Toronto Pearson International Airport, named after Prime Minister Lester B. Pearson.

Education: Education options in Toronto reflect the diversity of its population and thereby offer a wide range of options between public and private systems as well as between English- and French-speaking schools. The public system is free, with kindergarten students starting at four years old. High-school students choose between programs of general studies leading to college or trade school options, and advanced studies lead to university entrance.

At the postsecondary level are three universities—the University of Toronto (1827), York University (1959), and Ryerson University (2002; formerly Ryerson Institute of Technology [established 1948], then Ryerson Polytechnical Institute [1963–64]). The University of Toronto is one of the top universities in Canada and is globally respected for its research. It is the largest in the country, with three campuses and some 90,000 students. There are also three colleges of applied arts and technology, the degree-granting Ontario College of Art and Design, and many private colleges, often with specialized programs.

Demographics: The following table shows key indicators for the demographics and economy of the City of Toronto.

	2021
Population	2,794,356
Median Age	39.4
Median After-Tax Income (households)	\$85,000
Unemployment Rate	13.3%
Starts by Dwelling Type (Scarborough Central)	Q2 2021
Single	22
Semi Detached	2
Row	0
Apartment	32
TOTAL	56



Industry: Toronto is Canada's business and financial capital, a growing financial hub in North America, and a top ten global financial centre. Toronto's Gross Domestic Product (GDP) growth is significantly outpacing the national average. Following are the key industries in Toronto:

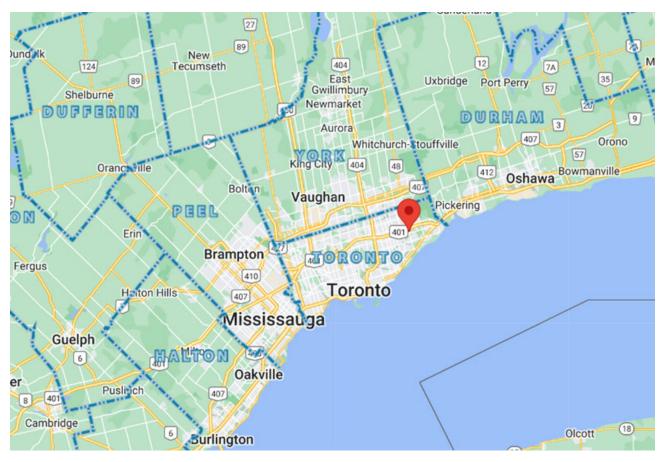
Manufacturing – As the capital of Canada's most populous province, the city has a widely diversified economy. Ontario produces more than half of Canada's manufactured goods and most of its manufactured exports. It has immense resources of raw materials—minerals, timber, water, and agricultural products.

Finance and other services – Toronto gained importance as a financial centre with the headquarters of several banks and a dominant stock exchange capitalizing on the many metal mines being opened in Canada generally and in the Canadian Shield to the north particularly. By the 1980s manufacturing jobs in Toronto had become more specialized (e.g., electronics), and the main shift was to service employment as Toronto became a major financial, administration, real estate, insurance, educational, wholesaling, retailing, and tourist destination centre. The city gained national financial supremacy housing five of the six national banks. The Toronto Stock Exchange (TSE) became part of a publicly traded company, the Toronto-based TSX Group, Inc., in 2002. The exchange adopted TSX as its abbreviation in 2004. The TSX Group also acquired the Canadian Venture Exchange (comprising the former Vancouver and Alberta stock exchanges) and the Montreal Exchange (Bourse de Montreal). TSX itself is one of the largest stock exchanges in North America in value of trading.



Neighbourhood Analysis

The Neighbourhood Analysis forms the basis of understanding and assessing the market area, microeconomic factors, including supply and demand and location-specific trends that impact the Subject Property. Primary data sources reviewed and relied upon include, but are not limited to, CoStar and 2021 Canadian Census data.



Source: TREB Community Map

Location: The Subject Property is in the Scarborough neighbourhood, to the east of Toronto. The subject neighbourhood's boundaries are approximately Steeles Ave E to the north, Scarborough Pickering Townline along with Rogue Park & Rogue Beach to the east, Victoria Park Ave to the west and Lake Ontario to the south.

Adjoining Properties: Adjoining properties immediately surrounding the Subject Property are as follows:

Adjacent North	Parking Lot and Green Areas
Adjacent South	Commercial
Adjacent East	Road and Multi-Family
Adjacent West	Green Areas and Commercial



Neighbourhood Characteristics: The subject neighbourhood is largely comprised of multi-family along with industrial and office commercial real estate. Most of the Multi-Family developments are located towards east of the subject. Most of the industrial developments are located along Ontario 401 Expressway. The retail developments are more dispersed, with some larger properties located in proximity of subject on Markham Rd and Ellesmere Rd.

LOCAL AREA OFFICE - TWO-KILOMETRES RADIUS								
CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES				
A	1,096,320 SF	2014	100.0	3				
В	3,030,296 SF	1988	93.8	21				
C	57,856 SF	1974	96.2	8				
TOTAL	4,184,472 SF	1995	95.5	32				
C . C								







	LOCAL AREA INDUSTRIAL	- TWO-KILOME	TRES RADIUS	
TYPE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
Flex	890,059 SF	1975	95	26
Gen-Ind <25,000 FT	662,328 SF	1974	100	43
Gen-Ind >25,000 FT	5,369,496 SF	1980	80	69
TOTAL	6,921,883 SF	1979	84.2	138

Source: CoStar

	LARGEST INDUSTRIAL DEVELO	OPMENTS - TWO-	-KILOME	I RES R	ADIUS			
Midland Ave	AGINCOURT NORTH Bestco Fresh Food M	MALVERN W	EST Imart Su	percent		pard Ave E ler A ^{ye}		
AGINCOURT	Canadian Tire	poon t & Caterin AVEN al College			Pan Am s Centre	sity		
Sheppard South-MALVERN WHITE Scarborough WEST SCARBORO E H 401 SCARBORO E H CITY CEN E SCARBOROUGH Morningside Park WOBURN NORTH CURRAN HALL LCBO								
	401 CITY CEN			Morni	ngside Pa	LCBO		
Google	Foody World WOBURN	INORTH	CUI	Morni RRAN H	ngside Pa ALL Map data	LCBO ©2023 Google		
	401 CITY CEN C Foody World ADDRESS, CITY		CUI	Morni	ngside Pa	LCBO		
Google PIN NAME	Foody World WOBURN	DIST TO SUBJ	CUI	Morni RRAN H BUILT	ngside Pa ALL Map data TYPE	LCBO ©2023 Google %LEASED		
Google PIN NAME A	401 CITY CEN C Foody World ADDRESS, CITY 601-607 Milner Ave, Toronto	DIST TO SUBJ 1.2 mi	CUI RBA 439,667	Morni RRAN H BUILT 1978	ngside Pa ALL Map data TYPE Industrial	CCBO ©2023 Google %LEASED 0		
Google PIN NAME A B	401 CITY CEN C Foody World WOBURN ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi	CUR RBA 439,667 351,591	Morni RRAN H BUILT 1978 2024	ngside Pa ALL Map data TYPE Industrial Industrial	LCBO ©2023 Google %LEASED 0 0		
Google PIN NAME A B C	401 CITY CEN C Foody World WOBURN ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto 30 Novopharm Ct, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi 0.7 mi	RBA 439,667 351,591 345,365	Morni RRAN H BUILT 1978 2024 1989	ngside Pa ALL Map data TYPE Industrial Industrial Industrial	LCBO ©2023 Google %LEASED 0 0 100		
Google PIN NAME A B C	401 CITY CEN C Foody World WOBURN ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto 30 Novopharm Ct, Toronto 1 Toyota Pl, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi 0.7 mi 0.4 mi	RBA 439,667 351,591 345,365 301,399	Morni RRAN H BUILT 1978 2024 1989 1972	ngside Pa ALL Map data TYPE Industrial Industrial Industrial Industrial	LCBO ©2023 Google %LEASED 0 0 100 100		
Google PIN NAME A B C	401 CITY CEN C Foody World WOBURN ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto 30 Novopharm Ct, Toronto 1 Toyota PI, Toronto 675 Progress Ave, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi 0.7 mi 0.4 mi 0.7 mi	RBA 439,667 351,591 345,365 301,399 237,770	Morni RRAN H BUILT 1978 2024 1989 1972 1970	ngside Pa ALL Map data TYPE Industrial Industrial Industrial Industrial Industrial	LCBO @ @2023 Google %LEASED 0 0 100 100 0		
Google PIN NAME A B C D E F	401 CITY CEN Foody World WOBURN ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto 30 Novopharm Ct, Toronto 1 Toyota PI, Toronto 675 Progress Ave, Toronto 5020 Sheppard Ave E, Toronto 5020 Sheppard Ave E, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi 0.7 mi 0.4 mi 0.7 mi 1.2 mi	RBA 439,667 351,591 345,365 301,399 237,770 219,440	Morni RRAN H BUILT 1978 2024 1989 1972 1970 N/A	ngside Pa ALL Map data TYPE Industrial Industrial Industrial Industrial Industrial Industrial Industrial	LCBO © ©2023 Google %LEASED 0 0 100 100 0 100 0 100		
Google PIN NAME A B C D E F G	401 Foody World ADDRESS, CITY 601-607 Milner Ave, Toronto 607 Milner Av, Toronto 30 Novopharm Ct, Toronto 1 Toyota Pl, Toronto 675 Progress Ave, Toronto 5020 Sheppard Ave E, Toronto 165 Milner Ave, Toronto	DIST TO SUBJ 1.2 mi 1.2 mi 0.7 mi 0.4 mi 0.7 mi 1.2 mi 0.6 mi	RBA 439,667 351,591 345,365 301,399 237,770 219,440 175,000	Morni RRAN H BUILT 1978 2024 1978 1972 1970 N/A 1978	ngside Pa ALL Map data TYPE Industrial Industrial Industrial Industrial Industrial Industrial Industrial Industrial Industrial	LCBO ©2023 Google %LEASED 0 0 100 100 0 100 100 100		



LOCAL AREA RETAIL - TWO-KILOMETRES RADIUS								
SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES				
<5,000 FT	81,231 SF	1983	100.0	29				
>5,000 FT-<20,000 FT	407,295 SF	1984	98.2	42				
>20,000 FT	2,064,970 SF	1979	97.6	17				
TOTAL	2,553,496 SF	1980	97.8	88				

LARGEST RETAIL DEVELOPMENTS - TWO-KILOMETRES RADIUS AGINCOURT MALVERN WEST ۳٩ NORTH Fishman Lobster 0 Walmart Supercentre Miner AS Clubhouse Restaurant... Bestco Fresh Food Mar GΕ Kennedy 401 lidland . D Sil n Takeout & Catering Toronto Pan Am 0 Ne Rd **Canadian Tire** Sports Centre WHITE HAVEN AGINCOURT MORNINGSIDE В Centennial College œ AGINCOURT SOUTH-MALVERN Winners MORNINGSIDE WEST M O'SHANTER S - SULLIVAN Н BOROUGH SQ Α 401 NTRE С SCARBO OUGH Morningside Park Midland , WOBURN NORTH Foody-World **CURRAN HALL** Ellesmere Rd Ne Google Map data ©2023 Google PIN NAME DIST TO SUBJ BUILT CLASS ADDRESS, CITY RBA %LEASED A 300 Borough Dr, Toronto 1.2 mi 1,348,026 1973 В 100 В 1455-1457 Mccowan Rd, Toronto 143,589 1997 В 100 1.1 mi С 1989 100 230 Town Centre Ct, Toronto 1.0 mi 84,396 С D 1.0 mi 73,113 1982 С 100 5085 Sheppard Ave E, Toronto F 55,600 2002 R 100 5060 Sheppard Ave E, Toronto 1.1 mi 1.0 mi 45,010 1998 B 100 F 43 Milner Ave, Toronto G 5000 Sheppard Ave E, Toronto 1.1 mi 42,026 1980 C 100 Н 2056-2058 Ellesmere Rd, Toronto 0.1 mi 36,229 1976 В 100 0.1 mi 30,027 1983 В 0 1221 Markham Rd, Toronto ME Living Condos 2 Meadowglen PI, Toronto 0.3 mi 29,911 2020 В 81.81

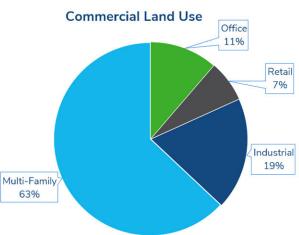
Source: CoStar



	LOCAL AREA MULTI-FAMILY	- TWO-KILOME	TRES RADIUS	
CLASS	RBA	YEAR BUILT	UNITS	PROPERTIES
A	9,437,741 SF	2007	5,481	14
В	9,006,086 SF	2006	12,186	29
С	4,826,792 SF	1971	4,001	28
TOTAL	23,270,619 SF	1998	21,668	73

Source: CoStar





(Source: CoStar)



Highest and Best Use Analysis

The theory of Highest and Best Use is fundamental to the concept of value. Highest and Best Use analysis identifies the most profitable, competitive use to which the property can be put. The Highest and Best Use of a property is based on the competitive forces within the market and submarket and provides the foundation for a detailed investigation of the competitive position of the Subject Property in the minds of market participants.

Under CUSPAP, Highest and Best Use is defined as "the reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value." The following factors contribute to our Highest and Best Use conclusions.

As Vacant Analysis

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's 'Employment' designation include manufacturing, warehousing, distribution, wholesaling, self-storage, and a restricted range of industrial facilities.

Urban planning firm Bousfields has prepared a report—attached in the appendix—outlining legally permissible uses of the Subject Property. Their reports suggest that a zoning change would be likely for the Subject Property, and Bousfields has prepared a reasonable residential development concept. Therefore, it is concluded that legal factors are supportive of residential development at the Subject Property.

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 4.259-acres (185,522 SF), it is irregular in shape and has a level topography. The site has good exposure and good overall access. There are no physical limitations that would prohibit development of any of the by-right uses on the site. Therefore, it is concluded that the physical and locational features are supportive of various forms of low, mid, and high-density mixed-use development of the Subject Property to its highest and best use as vacant.

Financially Feasible

As mentioned in Part A of this report, our analysis of the Subject Property's real estate market revealed that a residential redevelopment of the Subject Property would be financially feasible. Our research of various demand and supply factors signals that there is strong support for the financial feasibility of a



residential redevelopment. These factors include strong condominium and apartment vacancy and absorption data, supportive demographic trends, an established track record of nearby development projects, and governmental incentives. Therefore, it is concluded that the redevelopment of the subject site with a high-density residential property would be financially feasible.

Maximally Productive

Of the various uses legally permissible, physically possible, and financially feasible, the maximally productive use of the Subject Property would be as a high-density residential redevelopment.

As Vacant Conclusion

Upon examination of the factors mentioned above, the highest and best use of the Subject Property, as if vacant, that conforms to the requirements of legally permissible, physically possible, and finically feasible, is concluded to be high density residential redevelopment.

As Improved Analysis

The legal factors influencing the highest and best use of the Subject Property are primarily governmental regulations such as zoning and building codes. The physical and location characteristics of the subject improvements have been previously discussed in this report. The project is of average quality construction and in average condition, with adequate site coverage and parking ratios. Therefore, the property as improved, meets the physical and location criteria as the highest and best use of the property.

In addition to legal and physical considerations, analysis of the Subject Property as improved requires consideration of alternative uses. The five possible alternative treatments of the property are demolition (not warranted as the improvements contribute substantial value to the site), expansion (not warranted, no excess or surplus land), renovation (not warranted), conversion (not applicable), and continued use "as-is".

As Improved Conclusion

Upon examination of the factors mentioned above, the highest and best use of the Subject Property, as improved, that conforms to the requirements of legally permissible, physically possible, and finically feasible, is concluded to be high density residential redevelopment.



Valuation Approaches / Methodologies

In preparing our analysis / comments, we have considered the fact that a valuation of assets is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. It is typical to express an analysis of land and building value, as a range of values around a mid-point and any number within that range would be considered reasonable. The following approaches and methodologies represent three generally recognized approaches to valuation.

(1) Direct Comparison Approach

The Direct Comparison Approach ("DCA") consists of the collection and analysis of data relevant to actual sales of property considered comparable to the Subject Property/ Property, which have been sold, or are listed for sale, are compared to the Subject Property under analysis, and adjustments to the sale prices are made based on differences between the Subject Property and the comparable sales. Adjustments are typically made for location, date of sale, building age, and quality of construction, financing, and projected income.

(2) Income Approach

The Income Approach converts anticipated future cash flows of the property into an estimate of present value. This method is based on the premise that motivation for a property purchase is a function of the anticipation of future benefits to be gained from the investment. In essence, the potential purchaser will trade the purchase price for a projected income stream to be received in the future. Conversion of the anticipated cash flow into a value indication is usually done through discounted cash flow analysis or the application of a single capitalization rate to a stabilized net income estimate.

(3) The Cost Approach

The Cost Approach requires an estimation of the costs to reproduce or replace the property's existing improvements. From the estimated cost of new improvements, accrued depreciation from physical, functional and economic sources are deducted to determine an estimated replacement cost less depreciation. The derived land value is then added to arrive at a calculation of total value.

Consideration of the Three Approaches to Value

These three approaches to calculating value are interdependent, as they may rely on components from the other approaches. The Cost Approach requires market data to estimate depreciation and determine the value of land as if vacant. This approach may also require income data to make adjustments for functional and economic obsolescence. The DCA requires the application of methods from the Income Approach to make adjustments for factors that may have influenced the sale price. The Income Approach considers market data for the selection and application of investment metrics (i.e., capitalization rates, discount rates, etc.) as well as for estimating income and expenses.



Conclusion – Selected Approaches / Methodologies

Market participants (i.e., buyers and sellers of real property) will likely consider each of the three approaches to value in the process of negotiating an acceptable purchase price for a specific property. The Subject Property included in this report has been primarily valued using the Direct Comparison Approach ("DCA"), with value being assessed on a dollar per buildable square foot basis.

Given the nature of the Subject Property, and the considerations of a typical purchaser, neither the Cost Approach nor the Income Approach have been used to value the Subject Property.



Direct Comparison Approach

Introduction

The sales/direct comparison approach estimates value based on what other purchasers and sellers in the market have agreed to as price for comparable properties. This approach is based upon the principle of substitution, which states that the limits of prices, rents, and rates tend to be set by the prevailing prices, rents, and rates of equally desirable substitutes.

The Direct Comparison Approach is a method of estimating Market Value whereby a Subject Property is compared with similar properties that have recently sold or are currently listed for sale. The Direct Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The reliability of this approach is dependent on the availability and verification of data, degree of comparability to the subject and absence of atypical conditions affecting the sale price. The following steps describe the applied process of the Direct Comparison Approach.

- The market in which the Subject Property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the Subject Property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to account for differences the Subject Property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Direct Comparison Approach.

Some of the major elements of comparison that may merit consideration for adjustment are discussed briefly below.

<u>Real Property Rights Conveyed</u>: When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even rights to another property or properties. The property rights sold in a comparable should be similar to the property rights being appraised. Typical property rights include the fee simple interest, leased fee interest and leasehold interest.

Financing Terms: The transaction price of one property may differ from that of an identical property due to different financing arrangements. An adjustment for financing terms usually reflects non-market financing as either above or below market.

<u>Conditions of Sale</u>: The definition of market Value requires "typical motivations of buyers and sellers" where there is no duress on either party to consummate the sale. An adjustment for conditions of sale usually reflects the motivation of the buyer or seller who is under duress to complete a transaction.

<u>Market Conditions</u>: Comparable sales that occurred under market conditions different from those applicable to the subject on the effective date of value require adjustment for any differences that affect



their values. An adjustment of market conditions is made if general property values have increased or decreased since the transaction dates. Change in market conditions may result from changes in income tax laws, building moratoriums, and fluctuations in supply and demand.

Location: Location refers to the time-distance relationships, or linkages, between a property or neighbourhood and all other possible origins and destinations of people going to or coming from the property or neighbourhood. An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the Subject Property.

Physical Characteristics: Physical characteristics may include differences for size, soils, site access, topography, quality of construction, architectural style, building materials, age, condition, functional utility, attractiveness, amenities, and other characteristics. The value added or lost by the presence or absence of an item in a comparable property may not equal the cost of installing or removing the item. The market dictates the value contribution of individual components to the value of the whole.

Economic Characteristics: Economic characteristics are the attributes of a property that directly affect its income or development potential. For development land, characteristics that typically affect a property's income generating potential include development approvals, development timing, servicing, density, improvements and various other development considerations.

Application

Because typical purchasers would value the Subject Property based on its future development potential, the first step of our analysis is to determine the reasonable potential buildable square footage of the Subject Property. This process involves considering both Bousfields' development report, and comparable neighborhood development applications, to conclude on an estimated density, or FSI, for the Subject Property. This density rate is then applied to the existing site area to compute a potential buildable square footage.

The next step is to compile sale transactions of similar real estate parcels. Key criteria of our search included similarly sized land parcels near the Subject Property that were sold on the basis of development potential. In other words, these sale comparables had existing improvements, however these would eventually be demolished to make way for development. Additionally, our sale comparables were evaluated on a dollar per buildable square foot basis. The development FSIs of the comparables were taken from architectural plans submitted to the City of Toronto's planning department, accessible through the City's online application information centre.

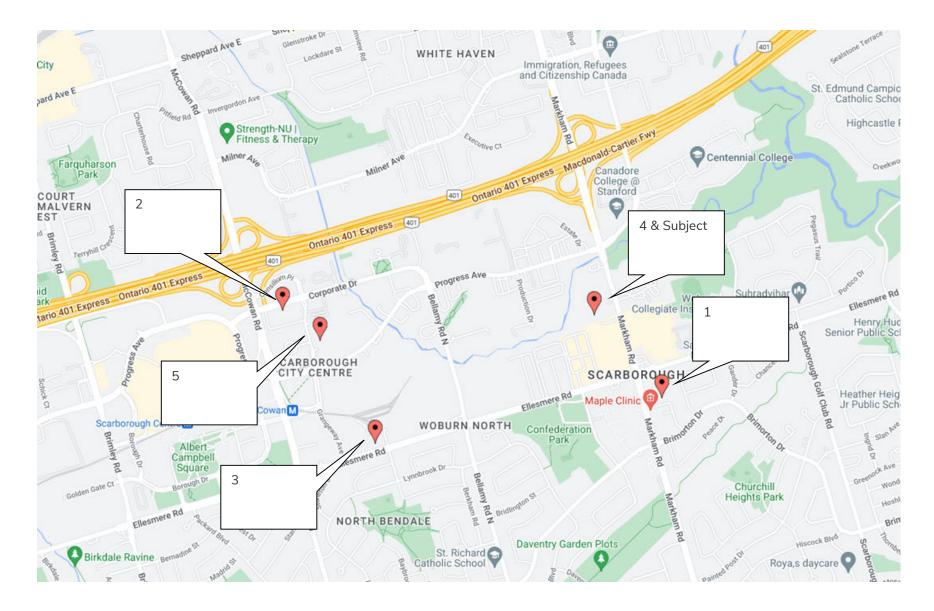
After making necessary adjustments based on the elements of comparison, we reconcile the dollar per buildable square foot rates and conclude on a value rate for the Subject Property. This concluded rate is then applied to the Subject Property's potential buildable square footage to compute the opinion of market value.



Neighbourhood Development Applications

As of A	April 2021,											
No.	Submission Date	Location	Real Estate Developer	Application No.	Туре	Land Area (ac)	Land Area (SF)	Density (FSI)	Distance from Subj.	Unit Mix	Official Plan/ Zoning	Application Status
Subjec	t -	1250 Markham Road	-	-	-	4.26	185,522	-	-	-	General Employment Area / M-Industrial	-
Planniı	Planning Applications											
1	Feb-21	1125 Markham Road	Arya Corporation, Venetian Development Group	21 120678 ESC 24 OZ	Rezoning	2.80	121,925	6.3	600 m	997 condo units	Mixed Use / CR 0.4 (c0.4; r0.0) SS3 (x390)	Under Review
2	Dec-19	5 Corporate Drive	Kevric	19 256766 ESC 24 SA	Site Plan Approval	3.52	153,204	4.8	2 km	778 apartment units	Parkland Dedication / CCO or CCR	Under Review
3	Nov-20	1744 Ellesmere Road	Verdiroc Development Corporation	20 214733 S45 24 TLAB	Toronto Local Appeal Body	1.46	63,618	3.8	2.5 km	242 affordable units	Urban Structure / CCO and CCR	Appeal Received by TLAB
4	Nov-13	1256 Markham Road	Global Kingdom Ministries	15 204823 ESC 38 OZ and 15 204840 ESC 38 SA	OPA & Rezoning	2.17	94,569	4.6	115 m	565 retirement home units	Employment Areas/Industrial (M)	Approved (4/26/18)
5	Dec-17	670 Progress Ave	Fieldgate Urban	17 277456 ESC 38 OZ	Rezoning	8.81	383,618	5.6	2.2 km	3,413 condo units	Mixed Use Areas / CCR & CCO	OMB Appeal
			•				Min	3.8			•	•
							Max	6.3				
							Average	5.0				
							Median	4.8				







Recent neighbourhood development applications and proposals have generally consisted of intensification projects along the main arterial roadways and corridors. We have identified five (5) applications/proposals, summarized in the chart on the following page. Generally, these projects have proposed mixed-use development characterized by mid to high rise residential development. Floor Space Indices of these projects have ranged from approximately 3.8x to 6.3x site area. Further, these applications represent a median of 4.8x site density with an average of 5.0x site density.

In estimating a reasonably achievable buildable density range for the Subject Property, the low end of the range is established by the development application for 1256 Markham Road, which is the northern land that was previously severed from the Subject Property. This development application proposed the construction of two seniors 'life lease' residential buildings of 29 and 31 storeys, connected by a 4-storey podium. The development application had an FSI of 4.6x site area and was approved in April 2018. We believe that this development application represents the low end of the range because it is a smaller land parcel, has roughly 70 feet less frontage onto Markham Road, and was originally submitted in November 2013 thus not reflecting the current trends surrounding development intensification in the GTA.

We believe the high end of the range for the Subject Property is established by the development application for 1125 Markham Road. This development application is for a 2.8 acre parcel of land located 600 metres from the Subject Property at the southeast of the Markham Road and Ellesmere Road intersection. The application seeks to permit the construction of four new residential buildings ranging from 6 to 37 storeys, with an FSI of 6.3x. The development application was submitted in February 2021 and is under review. We believe this is a very good density comparable because it is a 10-minute walk from the Subject Property and therefore has very similar locational influences. Furthermore, it was submitted only two months prior to the Valuation Date. However, we do believe it represents the high end of the range because it was already identified as a mixed-use area on the City's Official Plan at the time of submission, adding credibility to the planning rationale that the land is primed for rezoning and redevelopment. Furthermore, 1125 Markham Road features a corner location at a major intersection.

The remaining indices are relied upon for additional perspective.

It is estimated and concluded that a range from 4.5x to 5.5x site area represents a reasonable achieve buildable density for the Subject Property. A mid-point of the range, being 5.0x site area, is estimated and concluded and is relied upon herein. The previous pages include a summary chart and location map of the five (5) development applications. Additionally, the Bousfields opinion letter and massing study further support a high rise redevelopment of the Subject Property.



Presentation of Sale Comparables

The following comparable sales have been considered in calculating a direct comparison approach (DCA) value for the Subject Property:

	IMPROVED SALES SUMMARY											
	DATE	LOCATION	CITY	YR. BLT	NRA UNADJ	USTED SALE PRICE	\$/SF					
1	3/1/2021	144 Galloway Rd	Toronto	1989	4,294	\$3,000,000	\$25					
2	6/15/2020	4121 Kingston Rd	Toronto	1974	28,216	\$34,000,000	\$25					
3	3/17/2020	1-19 Glen Watford Dr	Toronto	1996	22,718	\$8,688,000	\$30					
4	3/17/2020	4097 Lawrence Ave E	Toronto	-	0	\$6,820,000	\$19					
5	12/3/2019	4158-4180 Kingston Rd	Toronto	1967	43,124	\$4,250,000	\$25					
6	10/21/2019	1221 Markham Rd	Toronto	1983	30,027	\$20,250,000	\$25					



Comp 1: 144 Galloway Rd



Location
Buyer
Seller
Transaction Date
Sale Price
Land Area (Acres/SF)
Proposed FSI or Density
Buildable Square Feet (SF)
Unadjusted \$/SF Bld
Zoning Status at Sale
Interim Use

Toronto, ON Right at Home Realty Jacob Rozen March 1 2021 \$3,000,000 0.53/ 23,087 5.10 117,744 \$25 Submitted Coin car wash

On March 1st, 2021, the 4,294 square foot Specialty building at 144 Galloway Road in Toronto, Ontario, was sold for \$3,000,000 or \$698.65 per square foot. The property transferred from Jacob Rozen to Lukasz and I Michal Wywrot.



Comp 2: 4121 Kingston Rd



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Source: CoStar Toronto, ON Trinity Development Group Goldmanco Incorporated June 15 2020 \$34,000,000 4 / 174,240 7.73 1,346,875 \$25 No Application 0% Leased at Sale

The 28,216 SF retail property located at 4121 Kingston Road in Toronto, ON, sold on June 15th, 2020, for \$34,000,000. The property transferred from Goldmanco Incorporated to Trinity Development Group.



Comp 3: 1-19 Glen Watford Dr



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Source: CoStar Toronto, ON Foody Mart L.C. Investments Limited March 17 2020 \$8,688,000 0.876 / 38,158 7.59 289,619 \$30 No Application Retail/Office, 100% Leased at Sale

Cheng Wei, a locally based businessman primarily associated with local grocer Foody Mart, acquired the Subject Property - at the time a 22,718 SF retail strip plaza - for \$8.688 million, or \$382 per foot.



Comp 4: 4097 Lawrence Ave E



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use

Toronto, ON Lindvest Hmj Homes Inc March 17 2020 \$6,820,000 2.13 / 92,570 3.93 363,800 \$19 Submitted 0% Leased at Sale

Lindvist, a locally based developer, acquired a 1.01-acres site for \$6.82 million, or \$6.752 million per acre. The site comprised two contiguous properties - 197-201 Galloway Rd & 4097 Lawrence Ave East in Toronto's Scarborough area.



Comp 5: 4158-4180 Kingston Rd



Source: CoStar

Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Toronto, ON CentreCorp Lambro Bockarov December 3, 2019 \$4,250,000 0.99 / 43,124 4.02 173,358 \$25 No Application Retail/Office, 100% Leased at Sale

This 15,500 square foot retail building located at 4180 Kingston Rd in Toronto; Ontario sold in an investment deal on December 3, 2019. The price of the sale was confirmed by the seller, buyer and public records. The building sold for \$4,250,000 or approximately \$274.19 per square foot.



Comp 6: 1221 Markham Rd



Source: CoStar

Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Toronto, ON Vermillion Developments Krugarand Corporation October 21, 2019 \$20,250,000 4.7 / 204,684 3.9 798,268 \$25 No Application Retail, 96% Leased at Sale

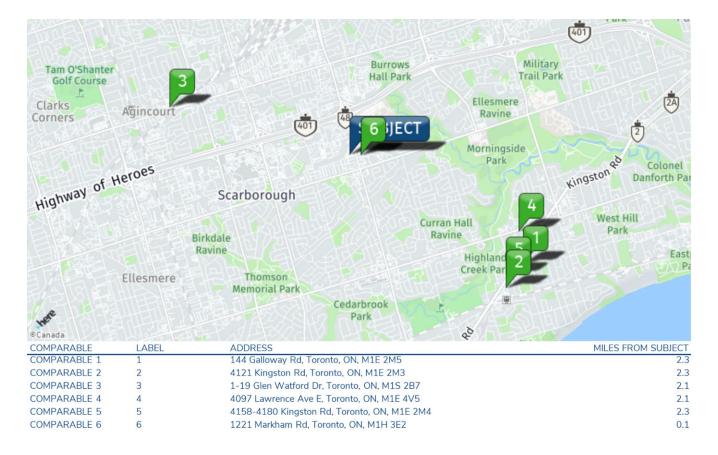
Canada Shiyand Investments acquired a 30,027 SF retail property at 1221 Markham Road in Toronto's Scarborough area for \$20.25 million, or \$674 per foot.



The following table contains a sale comparables adjustment grid, summarizing adjustments:

				IMI	PROVED	SALES COMPA	RISON 1	TABLE					
	SUBJECT	COMP 1		COMP 2		COMP 3		COMP 4		COMP 5		COMP 6	
Address	1250 Markham Rd	144 Galloway Rd		4121 Kingston Rd		1-19 Glen Watford Dr		4097 Lawrence Ave E		4158-4180 Kingston Rd		1221 Markham Rd	
City	Toronto	Toronto		Toronto		Toronto		Toronto		Toronto		Toronto	
State	ON	ON		ON		ON		ON		ON		ON	
Zip	M1H 2V9	M1E 2M5		M1E 2M3		M1S 2B7		M1E 4V5		M1E 2M4		M1H 3E2	
County	Toronto	1		-		2		Toronto		1		8	
Submarket	Scarborough East	Scarborough		Scarborough-East Toronto		Scarborough-East Toronto		Scarborough		Scarborough-East Toronto		Scarborough-East Toronto	
						SALE INFORMATI	ON						
Transaction Price		\$3,000,000		\$34,000,000		\$8,688,000		\$6,820,000		\$4,250,000		\$20,250,000	
Proposed FAR	5.00	5.10		7.73		7.59		3.93		4.02		3.90	
Transaction Price \$/SF BLD		\$25		\$25		\$30		\$19		\$25		\$25	
Market Conditions		3/1/2021	**	6/15/2020	1	3/17/2020	TT	3/17/2020	11	12/3/2019	11	10/21/2019	11
Total Transactional Adjustments		\$0.29		\$1.97		\$3.05		\$1.91		\$3.20		\$3.62	
Adjusted \$/SF BLD		\$25.77		\$27.21		\$33.05		\$20.66		\$27.72		\$28.99	
					P	HYSICAL INFORMA	ATION						
Location	Average	Below Average	î	Above Average	Ļ	Average	65	Fair	<u>†</u> †	Above Average	L	Average	0
Access	Average	Below Average	t	Below Average	1	Average	↔	Below Average	1	Below Average	Ť	Average	\leftrightarrow
Close to Transit	Average	Average	0	Good	11	Good	11	Average	0	Average	()	Average	• •
and SF	185,522	23,087	L	174,240	\leftrightarrow	38,158	Ļ	92,570	1	43,124	L	204,684	\leftrightarrow
Development Application Status at Sale	No Application	Submitted	11	No Application	٠ >	No Application	< >	Submitted	11	No Application	< 3	No Application	c 5
nterim Use	Church, not income producing	Coin car wash, income producing	L	0% Leased at Sale	6.3	Retail/Office, 100% Leased at Sale	U.	0% Leased at Sale	< x	Retail/Office, 100% Leased at Sale	ţţ.	Retail, 96% Leased at Sale	ţţ
Total Physical Adjustments	I	(\$2.58)	11	(\$2.72)	11	(\$8.26)	11111	\$0.00	\leftrightarrow	(\$4.16)	11	(\$2.90)	ţţ.
Adjusted \$/SF BLD		\$23.19	~~~	\$24.49	1990 (1997).	\$24.79		\$20.66		\$23.56	150021	\$26.09	100





Summary of Adjustments

The comparable sales provide unadjusted unit rate indications from approximately \$18.75 per buildable square foot to \$30.00 per buildable square foot with a median of \$25.31 per buildable square foot and an average of \$24.89 per buildable square foot.

A brief discussion of the adjustments made to the comparables follows.

<u>Comp 1</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 1 is not located near a major intersection, unlike the Subject Property which is located near the intersection of Markham and Ellesmere Road. For this reason, Comp 1 has an inferior location and was adjusted upwards. Additionally, Comp 1 is not located near a major 400-series highway and thus has inferior access compared to the Subject Property; the comp was adjusted upwards Comp 1's land area is much smaller than the Subject Property. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. At the time of sale, Comp 1 had an active development application with the City of Toronto to construct a 10-storey residential building with an FSI of 5.10. Submitting a development application requires time, effort, and money in order to prepare all the requisite documents. Because Comp 1 had already completed this process at the time of sale, this warrants a downward adjusted as compared to the Subject Property, as no active development application is in progress for the Subject Property. Lastly, Comp 1 has a superior interim use that produces income compared to the Subject Property which does not have any income producing



potential as a place of worship. For this reason, Comp 1 warrants a downward adjustment. Overall, Comp 1 is inferior to the Subject Property.

<u>Comp 2</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 2 is surrounded by single family homes, is not near any industrial property types, and benefits from proximity to many properties that residents would value, such as the Scarboro Golf Club, Cedar Ridge Park, and Maplewood High School. For these reasons, Comp 2 has a superior location compared to the Subject Property and was adjusted downwards. Additionally, Comp 2 is not located near a major 400-series highway and thus has inferior access compared to the Subject Property; the comp was adjusted upwards. Comp 2 is located within walking distance of Guildwood station. Typically, developable lands located near transit stations receive more favourable zoning treatment from land use authorities. For this reason, we have adjusted Comp 2 downwards. Overall, Comp 2 felt similar to the Subject Property.

<u>Comp 3</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 3 is located within walking distance of Agincourt GO station. Typically, developable lands located near transit stations receive more favourable zoning treatment from land use authorities. For this reason, we have adjusted Comp 3 downwards. Comp 3's land area is much smaller than the Subject Property. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. Lastly, Comp 3 has a superior interim use that produces income compared to the Subject Property which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 3 downwards. Overall, Comp 3 felt similar to the Subject Property.

<u>Comp 4</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 4 is not located near a major intersection, unlike the Subject Property which is located near the intersection of Markham and Ellesmere Road. Additionally, Comp 4 is located in the less desirable West Hill neighbourhood, compared to the Subject Property which is just north of the more affluent Bendale neighbourhood. For these reasons, Comp 4 has an inferior location and was adjusted upwards. Additionally, Comp 4 is not located near a major 400-series highway and thus has inferior access compared to the Subject Property; the comp was adjusted upwards. Comp 4's land area is much smaller than the Subject Property. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. At the time of sale, Comp 4 had an active development application with the City of Toronto to construct an 11-storey multifamily building with an FSI of 3.93. Submitting a development application requires time, effort, and money in order to prepare all the requisite documents. Because Comp 4 had already completed this process at the time of sale, we have adjusted the comparable downwards as the Subject Property has no active development application. Overall, Comp 4 felt inferior to the Subject Property.

<u>Comp 5</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 5 is surrounded by single family homes, is not near any industrial property types, and benefits from proximity to many properties that residents would value, such as the Scarboro Golf Club, Cedar Ridge Park, and Maplewood High School. For these reasons, Comp 5 has a superior location compared to the



Subject Property and was adjusted downwards. Additionally, Comp 5 is not located near a major 400series highway and thus has inferior access compared to the Subject Property; the comp was adjusted upwards. Comp 5's land area is much smaller than the Subject Property. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. Lastly, Comp 5 has a superior interim use that produces income compared to the Subject Property which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 5 downwards. Overall, Comp 5 felt inferior to the Subject Property.

<u>Comp 6:</u> An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 6 has a superior interim use that produces income compared to the Subject Property which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 6 downwards. Overall, Comp 6 felt slightly superior to the Subject Property.

Direct Comparison Approach Conclusion

Given the foregoing analysis, the adjusted comparable range per buildable square foot is between \$20.66 per BSF and \$26.09 per BSF, with an average of \$23.80 per BSF and a median of \$24.03 per BSF. It should be noted that an explicit adjustment for demolition cost is not required because the sale comparables are all improved with various structures not in its highest and best use, similar to the Subject Property. Therefore, the purchasers of these sale comparables will need to incur demolition costs to bring the land to a developable state; these demolition costs are factored into the price the purchasers paid for the sale comparables.

	TRANSACTION	ADJUSTMENT				NET	GROSS	
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERT	Y²	FINAL	ADJ	ADJ
1	\$25.48	1%	\$25.77	(10%)		\$23.19	(9%)	16%
2	\$25.24	8%	\$27.21	(10%)		\$24.49	(3%)	28%
3	\$30.00	10%	\$33.05	(25%)		\$24.79	(17%)	25%
4	\$18.75	10%	\$20.66	0%		\$20.66	10%	30%
5	\$24.52	13%	\$27.72	(15%)		\$23.56	(4%)	28%
6	\$25.37	14%	\$28.99	(10%)		\$26.09	3%	14%
HIGH	\$30.00	14%	\$33.05	0%		\$26.09	10%	30%
AVG	\$24.89	9%	\$27.23	(12%)		\$23.80	(3%)	24%
MED	\$25.31	10%	\$27.47	(10%)		\$24.03	(3%)	26%
LOW	\$18.75	1%	\$20.66	(25%)		\$20.66	(17%)	0%
	SU	BJECT LAND AREA (S	CONCLUDED FSI		BUILDABLE SF			
		185,522	×	5.00	=	92	7,610	
		BUILDABLE SF	BUILDABLE SF \$/BSF CONCLUSION VA		LUE			
		927,610	×	\$25	=	\$23,1	90,250	
AIR MA	ARKET VALUE (ROU	JNDED)	LOW END			\$22,0	00,000	
AIR MA	ARKET VALUE (ROU	JNDED)	MID POINT			\$23,2	00,000	
AIR MA	ARKET VALUE (ROU	JNDED)	HIGH END			\$24,4	00,000	

We have concluded at \$25 per BSF for the Subject Property, or \$23,200,000 in total dollar terms. We have placed higher reliance on comp 6 due to its similarity to the subject. Comp 6 was most comparable



to the Subject Property, and thus we concluded slightly above the average. Comp 6 rests on a similarly sized land parcel, had no zoning application at the time of sale, and is located across the street from the Subject Property. Therefore, we gave this comparable the most weight in determining our dollar per buildable square foot conclusion.

Reconciliation of Value Conclusion

The Direct Comparison Approach is presented within this appraisal in the form of a point estimate, on a CAD \$/BSF basis. This metric is highly dependent on the property's development density, or FSI.

In summary, the FSI, buildable area and value conclusion based on CAD \$/BSF is considered a primary value indicator and was given primary emphasis.

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				

Subject to Ordinary Assumptions, Limiting Conditions, and Extraordinary Assumptions. See page 17 herein.



The analysis under the Direct Comparison Approach is summarized below:

RE	ECONCILIATION OF VALUES
VALUATION SCENARIOS	(A) VALUE AS-IF A RESIDENTIAL REDEVELOPMENT SITE
Interest	Fee Simple Interest
Date	April 16, 2021
SA	ALES COMPARISON APPROACH
SALES COMPARISON APPROACH	
FAIR MARKET VALUE	\$23,200,000
\$/BSF	\$25
	FINAL VALUE CONCLUSION
FINAL VALUE CONCLUSION \$/SF NRA	\$23,200,000

Subject to Ordinary Assumptions, Limiting Conditions, and Extraordinary Assumptions. See page 17 herein.



General Assumptions and Limiting Conditions

This appraisal report is subject to the following general assumptions and limiting conditions:

- No investigation has been made of, and no responsibility is assumed for, the legal description or for legal matters including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is further assumed to be free and clear of liens, easements, encroachments and other encumbrances unless otherwise stated, and all improvements are assumed to lie within property boundaries.
- 2. Information furnished by others, upon which all or portions of this report are based, is believed to be reliable, but has not been verified in all cases. No warranty is given as to the accuracy of such information.
- 3. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, provincial, or national government or private entity or organization have been, or can readily be obtained, or renewed for any use on which the value estimates provided in this report are based.
- 4. Full compliance with all applicable federal, provincial and local zoning, use, occupancy, environmental, and similar laws and regulations is assumed, unless otherwise stated.
- 5. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions, which occur subsequent to the appraisal date hereof.
- 6. Responsible ownership and competent property management are assumed.
- 7. The allocation, if any, in this report of the total valuation among components of the property applies only to the program of utilization stated in this report. The separate values for any components may not be applicable for any other purpose and must not be used in conjunction with any other appraisal.
- 8. Areas and dimensions of the property were obtained from sources believed to be reliable. Maps or sketches, if included in this report, are only to assist the reader in visualizing the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.
- 9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that affect value. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 10. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions.
- 11. Neither Kroll REAG nor any individuals signing or associated with this report shall be required by reason of this report to give further consultation, to provide testimony or appear in court or other legal proceedings, unless specific arrangements thereto for have been made.
- 12. This appraisal has been made in conformance with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute of Canada.
- 13. We have not been engaged nor are we qualified to detect the existence of hazardous material, which may or may not be present on or near the property. The presence of potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, industrial wastes, etc. may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on, in, or near the property that 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. The client should retain an expert in this field if further information is desired.



14. The date of value to which the conclusions and opinions expressed in this report apply is set forth in the opinion letter at the front of this report.

Addenda



General Definitions¹¹

Assessed Value

- 1. A value set on real estate and personal property by a government as a basis for levying taxes. (IAAO)
- 2. The monetary amount for a property as officially entered on the assessment roll for purposes of computing the tax levy. Assessed values differ from the assessor's estimate of actual (market) value for three major reasons: fractional assessment ratios, partial exemptions, and decisions by assessing officials to override market value. The process of gathering and interpreting economic data to provide information that can be used by policymakers to formulate tax policy. (IAAO)

Easement

An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.

Effective date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

Fee simple estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing time

- 1. The time it takes an interest in real property to sell on the market sub-sequent to the date of an appraisal.
- 2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

Short Narrative Appraisal Report

A written appraisal report prepared under Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP, 2020-2021 ed.). An appraisal report sets forth the data considered, the appraisal procedures followed, and the reasoning employed in the appraisal, addressing each item in the depth and detail required by its significance to the appraisal and providing sufficient information so that the client and the users of the report will understand the appraisal and not be misled or confused.

Appraisal report

¹¹ Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

Addenda

A written report prepared under Standards Rule 2-2(a) or 8-2(a). An appraisal report contains a summary of all information significant to the solution of the appraisal problem. The essential difference between a restricted appraisal report and an appraisal report is the level of detail of presentation.

Use value

In real estate appraisal, the value a specific property has for a specific use; may be the highest and best use of the property or some other use specified as a condition of the appraisal; may be used where legislation has been enacted to preserve farmland, timberland, or other open space land on urban fringes.

Value "as is"

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Appendix

Appendix A – Bousfields Planning Report



Project No. 23124

August 24, 2023

Alan Merskey Cassels Brock & Blackwell LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance Street Toronto, ON M5H 0B4

Dear Mr. Merskey,

Re: Planning Opinion Letter 1250 Markham Road

As requested, we are pleased to provide you with our planning opinion regarding the development potential of the property municipally known as 1250 Markham Road (the "subject site") as of April 16, 2021 (the "effective date").

As discussed in detail below, as of the effective date, it is our opinion that redevelopment of the subject site for a residential/mixed-use development consisting of three tall residential buildings with heights of 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, would have been appropriate and supportable from a land use planning perspective, and would likely have been approved.

As set out in detail below, such a redevelopment would have necessitated the submission of an employment land conversion request prior to August 3, 2021. In our opinion, it is likely that the conversion request would have been approved by the City and/or the Province. Upon approval of the conversion request, it is likely that the City would have approved a subsequent rezoning application to permit a residential/mixed-use development as described above.

In the alternative, the subject site would have had potential for continuation of the existing place of worship uses, together with an expansion thereto, in accordance with the as-of-right zoning. In addition, subject to a rezoning, the subject site could have been redeveloped for a wide range of non-residential uses, including office uses, retail and service commercial uses and industrial/warehousing uses.

Site and Surroundings

The subject site is located on the west side of Markham Road, immediately south of its intersection with Tuxedo Court and approximately 250 metres north of Ellesmere



Road. The subject site is generally rectangular in shape, with an area of approximately 1.72 hectares (17,236 square metres). It has a frontage of approximately 93.5 metres along Markham Road and a depth ranging from approximately 167.1 metres along its northerly property line to approximately 205.1 metres along its southerly property line.

The subject site is currently developed with a 2-storey place of worship with a gross floor area of 7,397 square metres occupied by Global Kingdom Ministries, as well as an associated surface parking lot. The place of worship building is located on the easterly portion of the subject site, with the primary surface parking area located to the west of the building and a smaller surface parking area to the south of the westerly portion of the building. The parking lot is set back approximately 8.0 metres from the west property limit and 4.5 metres to 8.5 metres from the north property limit, with a retaining wall along its edge.

Beyond the parking lot to the north and west are lands associated with the East Highland Creek valley, which are included within the Toronto Region Conservation Authority (TRCA) Regulation Limit and the City of Toronto Ravine and Natural Feature Protection By-law. The TRCA Regulation Limit extends into the existing parking lot area by approximately 5-10 metres.

The subject site is served by two driveways from Markham Road. The northerly driveway is shared with the adjacent property to the north at 1256 Markham Road and is subject to mutual easements in favour of each property. It intersects with Markham Road at a signalized intersection opposite Tuxedo Court, and offers full-moves access to and from Markham Road. The shared driveway runs east-west along the northerly limit of the subject site. The driveway easement on the adjacent 1256 Markham Road property (Part 3 on Reference Plan 66R-31325) is stratified (i.e. above-grade only).

The southerly driveway is located just north of the south property limit and allows fullmoves access to Markham Road. It is unsignalized.

The subject site is located within the Woburn North neighbourhood, in central Scarborough. The neighbourhood is generally bounded by Highway 401 to the north, East Highland Creek and Markham Road to the east, Ellesmere Road and Lawrence Avenue East to the south, and McCowan Road to the west. The Woburn North neighbourhood is characterized by a mix of commercial uses and high-rise apartment buildings clustered in a node around the Markham/Ellesmere intersection, with low-rise employment uses in the northwest quadrant of Markham and Ellesmere and low-rise residential neighbourhoods to the east and southwest beyond the Markham/Ellesmere node.

The employment area in the northwest quadrant of Markham and Ellesmere is generally occupied by light industrial uses, with commercial uses and hotels located



to the north along Markham Road and mixed industrial-commercial buildings fronting on Ellesmere Road. There are no manufacturing uses in proximity to the subject site.

The following provides an overview of the immediate surroundings.

North: To the immediate north of the subject site is a surface parking lot which serves the place of worship, and is served by the shared mutual driveway from Markham Road. As set out below, the property was severed from the subject site and is now municipally known as 1256 Markham Road. The 1256 Markham Road property is approximately 9,687 square metres in size and, as described in detail later in this letter, has been rezoned to permit 29- and 31-storey residential towers connected by a 4-storey podium.

Abutting the 1256 Markham Road property to the north are vacant lands at 1260 Markham Road, which were conveyed to the TRCA to accommodate a previously planned extension of Bushby Drive easterly to Markham Road. To the north of 1260 Markham Road is a free-standing 2-storey commercial building and surface parking lot at 1280 Markham Road occupied by a McDonald's restaurant and drive-through.

Further to the north, at the southwest corner of Markham Road and Progress Avenue, is a vacant lot which includes the channel of the East Highland Creek (905 Progress Avenue). To the west, along the south side of Progress Avenue, is a one-storey structure at 895 Progress Avenue used for utility purposes (a hydro substation). Further west is a 5-storey office building at 885 Progress Avenue which backs onto the East Highland Creek.

East: To the immediate east of the subject site, at the southeast corner of Markham Road and Tuxedo Court, is an older slab-style 15-storey apartment building at 10 Tuxedo Court. Further to the east are four other 15-storey apartment buildings fronting on Tuxedo Court (20, 30, 40 and 50 Tuxedo Court).

At the northeast corner of Markham Road and Tuxedo Court is a one-storey commercial building occupied by a Tim Hortons restaurant at 60 Tuxedo Court, to the north of which are a one-storey commercial building occupied by a grocery store at 1255 Markham Road and a 13-storey apartment building at 1275 Markham Road.

To the southeast of the subject site, south of the 10 Tuxedo Court building, is a singlestorey commercial plaza containing a range of non-residential uses, including restaurants, medical offices and personal service shops, as well as surface parking (1221 Markham Road). The site was rezoned in 2011 to permit three residential towers with heights of 25 storeys along Markham Road and 20 and 26 storeys within the interior portion of the site, together with a new public road, resulting in a density of 3.29 FSI. As of the effective date, a Site Plan Approval application was under review



which provided for an increase in the height of the tower fronting on Markham Road to 30 storeys and an increase in the proposed density to 3.89 FSI.

To the south of 1221 Markham Road are two 16-storey apartment buildings at 2180 and 2190 Ellesmere Road. The westerly building at 2180 Ellesmere Road fronts on Markham Road. To the south is a Shell gas station, located at the northeast corner of the Markham/Ellesmere intersection (1201 Markham Road).

South: To the immediate south of the subject site are two single-storey industrialcommercial multiple unit buildings at 1210 and 1220 Markham Road. The building at 1220 Markham Road is set back approximately 12.5 metres from its north property line abutting the subject site, with individual units facing north toward a driveway and a single row of parking serving the units. As of the effective date, the units included Canada Japanese Auto Parts and Wedding Event Shop.

To the southwest, the subject site abuts similar single-storey industrial-commercial buildings at 2030-2040 Ellesmere Road and 2050-2060 Ellesmere Road, which are served by an interconnected driveway system which connects with the northerly driveway serving 1220 Markham Road. The buildings include tenants such as Anig Windows and Nortel Manufacturing office and showroom at 2040 Ellesmere Road, Discounter's Pool and Spa Warehouse at 2050 Ellesmere Road and Home Essentials clearance centre at 2056 Ellesmere Road.

Further to the south, at the northwest corner of the Markham/Ellesmere intersection, are 3-storey and 5-storey office buildings at 1200 Markham Road and 2100 Ellesmere Road, respectively.

To the south of Ellesmere Road along both sides of Markham Road are a number of existing and proposed residential/mixed-use developments including tall buildings. The lands at the southeast corner of Markham Road and Ellesmere Road are the subject of a rezoning application submitted on March 1, 2021 to permit four buildings of 36, 34, 19 and 6 storeys with an overall density of 6.68 FSI (1125-1137 Markham Road and 2141 Ellesmere Road).

Further south is an approved development consisting of four buildings with heights of 28, 28, 16 and 14 storeys and stacked townhouses with an overall density of 5.69 FSI (1-2 and 30-40 Meadowglen Place) and an approved 34-storey mixed use building with a density of 9.26 FSI (1021-1035 Markham Road). As of the effective date, the northerly 28-storey and 16-storey buildings at Meadowglen Place had been completed and the southerly 28-storey and 14-storey buildings were under construction.

On the west side of Markham Road south of Ellesmere is an older slab-style 19-storey apartment building.



West: To the immediate west of the subject site are the East Highland Creek valley lands, which extend west to Bellamy Road North and are approximately 80-110 metres wide adjacent to the subject site. To the northwest, on the opposite side of the valley, are a number of industrial and commercial buildings along Production Drive, including a one-storey building at 70 Production Drive backing onto the valley lands (A.T. Designs), followed by a one-storey building at 80 Production Drive (Penske Truck Rental) and a one-storey multi-unit industrial-commercial building at 90-128 Production Drive. Along the west side of Production Drive are four low-rise commercial and industrial buildings at 20-30, 40, 50-52 and 60 Production Drive.

There are a number of proposed and approved development applications within the vicinity of the subject site. Table 1 below summarizes the active development applications as mentioned in the paragraphs above:

Address	Proposed Use	Height	Status
1250 Markham	Existing place of	2 storeys	Approved (By-law
Road (Subject	worship (and approved	existing (5-	865-2019(LPAT))
Site)	parking garage)	level garage)	
1221 Markham	Three residential	20, 26 and 30	Proposed
Road	buildings	storeys	
1125-1137	Four residential	6-36 storeys	Proposed
Markham Road	buildings		
and 2141			
Ellesmere Road			
1-2 and 30-40	Four residential	14-28 storeys	Approved/under
Meadowglen	buildings and stacked		construction
Place	townhouses		
1021-1035	Mixed Use Building	34 storeys	Approved
Markham Road			

Table 1

Transportation Context

With respect to transit, the subject site has access to a number of existing surface transit routes, including the following:

• **102 Markham Road**: the 102 Markham Road bus route generally runs in a north-south direction from Major Mackenzie Drive East in the north to the Warden subway station in the south. The bus route is part of the TTC's 10-minute network and operates every 10 minutes or less during the day and into the evening on weekdays and every 12 minutes or less on Saturdays and



Sundays. Northbound and southbound stops are located at the intersection with Tuxedo Court, immediately adjacent to the site.

- **902 Markham Road Express**: the 902 Markham Road Express bus route generally runs in a north-south direction from Morningside Avenue at Passmore Avenue in the north to Warden subway station in the south. The bus route operates an express service on weekdays. The subject site is located approximately 190 metres from the southbound stop at Progress Avenue, and approximately 230 metres from the southbound stop at Ellesmere Road.
- 134 Progress: the 134 Progress bus route generally runs in a north-south direction from Baldoon Road at Finch Avenue East to the Scarborough Centre RT station. The bus route runs every 15 to 20 minutes on weekdays, and every 20 minutes on Saturdays and Sundays. The subject site is located approximately 275 metres walking distance from the southbound stop at Progress Avenue and Markham Road.
- 913 Progress Express: the 913 Progress Express bus route generally runs in an east-west direction from Centennial College at Progress Avenue to Scarborough Centre Station. The bus route operates on an express bus service. The subject site is located approximately 275 metres from the southbound stop at Progress Avenue and Markham Road.
- 95 York Mills: the 95 York Mills bus route generally runs in an east-west direction from the York Mills subway station to the intersection of Kingston Road and Rylander Boulevard. The bus route is part of the TTC's 10-minute network and operates every 10 minutes or less during the day and into the evening 7 days a week. The subject site is located approximately 250 metres walking distance from the westbound stop at Ellesmere Road and Markham Road.
- 38 Highland Creek: the 38 Highland Creek bus route generally runs in an east-west direction from the Scarborough Centre RT station to the Rouge Hill GO station. The bus route runs every 12 to 15 minutes, each day of the week. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 133 Neilson: the 133 Neilson bus route generally runs in a north-south direction from Finch Avenue East and Morningside Avenue to the Scarborough Centre RT station. The bus route runs every 10 to 13 minutes weekdays, and every 12 to 15 minutes on Saturdays and Sundays. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 995 York Mills Express: the 995 York Mills Express bus route generally runs in an east-west direction from York Mills Station to University of Toronto Scarborough Campus. The bus route operates an express bus service on weekdays. The subject site is located approximately 250 metres from the westbound stop at Markham Road and Ellesmere Road.



TTC Subway Line 3 – Scarborough

The subject site is located approximately 1.3 kilometres from McCowan Station, the terminus station on TTC Line 3 – Scarborough RT. Line 3 connects to TTC Line 2 – Bloor-Danforth, which provides service to various areas in the City of Toronto.

GO Transit

The 41 GO Bus Route runs in an east-west direction generally from the Pickering GO station to the Hamilton GO Centre. The subject site is located approximately 690 metres from the Centennial College GO stop located at Centennial College, to the northeast.

Durham-Scarborough BRT

The proposed Durham-Scarborough Bus Rapid Transit (BRT) line will run approximately 36 kilometres in an east-west direction from Downtown Oshawa and Ontario Tech University in the east to Scarborough City Centre in the west, and will run along Ellesmere Road in Toronto and along Highway 2 in Durham Region. The subject site is located approximately 250 metres north of the proposed Markham Road BRT stop, located at the intersection of Markham Road and Ellesmere Road.

Background

In 2005 and 2010, two Site Plan Approval (SPA) applications (File Nos. 05 179341 ESC 38 SA and 10 109204 ESC 38 SA, respectively) were submitted in order to permit the development of the subject site with a place of worship and subsequent additions including a recreational facility with a gymnasium and community access rooms. The applications were approved on July 4, 2007 and August 7, 2012, respectively.

In 2014, a further SPA application (File No. 14 117859 ESC 38 SA) was submitted to permit the construction of two additions to the existing place of worship building. The application was reviewed by City Planning and commenting divisions and agencies, but is currently inactive.

2011 Official Plan Review/Municipal Comprehensive Review

Five years after the current (2006) City of Toronto Official Plan came into force, the City commenced an Official Plan Review/Municipal Comprehensive Review in May 2011, which included a comprehensive review of the Official Plan's employment policies and lands designated *Employment Areas*.



On November 20, 2013, the owner of the subject site (Global Kingdom Ministries) wrote to the City as part of the Municipal Comprehensive Review to request that the property municipally at 1250 Markham Road (including the lands now known as 1256 Markham Road) be redesignated from *Employment Areas* to permit a mixed-use residential and retail development permission for the property. As outlined in the letter, the purpose of the request was to permit the development of a "life-lease" seniors' residential complex with street level retail on the northern portion of the property that would focus on the church congregation and the local community.

A supplementary City Planning staff report dated December 12, 2013 included an evaluation of the employment conversion request for 1250 Markham Road and recommended that the northerly half of the property be redesignated to *Mixed Use Areas*, with a Site and Area Specific Policy No. 450, which among other things permitted only a residential building for senior citizens on the north half of the property (Parcel 'A') and a place of worship and ancillary community facility and recreational uses on the south half of the property (Parcel 'B'). Additional details regarding SASP 450 are set out in the following section.

The staff report concluded that:

"Given the site specific characteristics and its location on a major road, it is staff's opinion that the requested conversion will not adversely affect the overall viability of the larger Employment Area extending west of the Highland Creek lands or along Progress Avenue. Staff support the request to construct a seniors residence on the northerly portion of the parcel, and a new Site and Area Specific Policy is proposed to be added to Chapter 7 to permit a seniors residence on the existing church parking lot."

On December 18, 2013, City Council adopted Official Plan Amendment 231 (OPA 231) which established updated policies for economic health, employment lands and designations. At the same meeting, City Council considered a number of requests to convert various employment lands throughout the City to introduce additional uses beyond the permitted employment uses. With respect to the 1250 Markham Road property, City Council adopted the staff recommendation regarding the conversion request by redesignating the northerly half of the property to *Mixed Use Areas* and by adding Site and Area Specific Policy 450 (SASP 450). The southern portion of the property (i.e. the subject site) was redesignated to *General Employment Areas*.

OPA 231 was approved by the Minister of Municipal Affairs and Housing in July 2014 and the decision was subsequently appealed to the Ontario Municipal Board (OMB), now known as the Ontario Land Tribunal (OLT).



On June 22, 2015, the OMB issued an order partially approving OPA 231, bringing into effect the *Mixed Use Areas* designation for the northern portion of the property and SASP 450. On December 20, 2016 the OMB issued a further order approving additional portions of non-policy text, policies and mapping of OPA 231. Among other matters, the approval brought into effect both the *Core Employment Areas* and *General Employment Areas* land use designations and mapping, save and except certain policy and site-specific appeals remaining before the OMB.

2015 Rezoning Application

Pursuant to the redesignation approved through OPA 231, the owners filed a rezoning application and a Site Plan Approval application on August 11, 2015 to permit a seniors' residential development on the northerly portion of the subject site, comprised of 449 "life lease" residential units. Two towers were proposed at 25 and 30 storeys in height connected by a 4-storey podium (Towers 1 and 2, respectively), with Tower 1 located closest to Markham Road. Tower 1 was proposed to include retail uses on the ground floor. The application also included a four-level above-ground parking structure with 545 parking spaces on the southwest portion of the site to provide replacement parking to serve the existing place of worship.

On November 10, 2015, Scarborough Community Council considered a Preliminary Report on the rezoning application from the Director, Community Planning, Scarborough District dated October 19, 2015. The Preliminary Report identified a number of issues to be resolved and recommended that a community consultation meeting be scheduled.

The Applicant appealed the rezoning and Site Plan Approval applications to the OMB on December 1, 2017 due to Council's failure to make a decision on them within the time prescribed by the *Planning Act*. The OMB was renamed the Local Planning Appeal Tribunal (LPAT) on April 3, 2018. A pre-hearing conference at the LPAT was scheduled for June 5, 2018.

On May 22, 2018, City Council considered a Request for Direction Report on the rezoning and Site Plan Approval applications from the Director, Community Planning, Scarborough District dated April 26, 2018, which directed City staff to attend at the LPAT in support of a settlement to the appeal, subject to resolving the outstanding matters identified in the report.

On May 24, 2018, more or less concurrently with its adoption of the Request for Direction report, City Council adopted Official Plan Amendment No. 409 (OPA 409), arising out of the Scarborough Centre Transportation Master Plan. OPA 409 amended Schedule 2 (The Designation of Planned but Unbuilt Roads) by deleting the segment of the Bushby Drive Extension between Bellamy Road North and Markham Road. It



also deleted paragraph (e) of SASP 450, which formerly had required all new development on the subject site to "protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road".

On July 30, 2018, an oral decision was issued by the LPAT approving the Zoning Bylaw Amendment in principle, followed by a written decision issued on August 17, 2018. Subsequently, on September 7, 2018, the LPAT issued an oral decision approving the Site Plan Approval application, subject to the site plan approval conditions. The written decision was issued on September 27, 2018. Subsequently, the final form of the zoning by-law was assigned By-law number 865-2019(LPAT).

By-law 865-2019(LPAT) rezoned the northerly portion of the property to CR (Commercial-Residential) and permits its redevelopment for two towers of 29 storeys (92.5 metres) and 31 storeys (98.5 metres), connected by a 4-storey podium. A maximum of 565 residential units are permitted, with a total gross floor area of 47,000 square metres, of which a maximum of 552 square metres is permitted for non-residential uses. The resulting permitted density is 4.85 FSI.

The minimum required setbacks from the north and west lot lines adjacent to the East Highland Creek valley are 7 metres and 8 metres, respectively.

By-law 865-2019(LPAT) also rezoned the southerly portion of the property (i.e. the subject site) to permit a maximum gross floor area of 9,705 square metres for a place of worship (which would allow a 2,307 square metre expansion of the existing place of worship) as well as a 5-level (16.0 metre) above-grade parking structure. A minimum setback of 7 metres is required from an abutting Open Space (O) zone, as well as an 8 metre setback from the south lot line (2.5 metres for the above-grade parking structure).

Policy and Regulatory Context

Planning Act

The *Planning Act* includes a number of restrictions applying to employment areas. In particular, it provides that there is no appeal to the Ontario Land Tribunal (OLT) from Official Plan Amendment and rezoning applications that seek to "remove any land from an area of employment". The subject site is located in an "area of employment" as defined by the *Planning Act*. Effectively, the result of the prohibition is that lands within employment areas cannot be converted to non-employment uses except if supported by the City and/or at the time of a Municipal Comprehensive Review (see below).



Provincial Policies

The Provincial Policy Statement ("PPS") came into effect on May 1, 2020 and provides policy direction on matters of Provincial interest related to land use planning and development. In accordance with Section 3(5) of the Planning Act, all land use planning decisions are required to be consistent with the PPS.

One of the key policy directions in the PPS is to build strong communities by promoting efficient development and land use patterns. To that end, the PPS contains a number of policies that promote intensification, redevelopment and compact built form, particularly in areas well served by transit.

The PPS also contains policies regarding the planning, protection and preservation of employment areas. Among other matters, it states that municipalities 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. As an exception to the foregoing, an employment land conversion may be permitted prior to a comprehensive review where the lands not located in a provincially significant employment zone (PSEZ), provided that the conversion satisfies specified criteria, including that there is an identified need for the conversion, that the proposed uses would not affect the overall viability of the employment area, and that sufficient infrastructure is available to accommodate the proposed uses. The subject site is not located in a PSEZ.

As of May 16, 2019, the Growth Plan for the Greater Golden Horseshoe, 2017 (the "2017 Growth Plan") was replaced with the Growth Plan for the Greater Golden Horseshoe, 2019 (the "Growth Plan (2019)"). All decisions made on or after this date in respect of the exercise of any authority that affects a planning matter are required to conform with the 2019 Growth Plan, subject to any legislative or regulatory provisions providing otherwise. Subsequently, on August 28, 2020, the 2019 Growth Plan was amended by Growth Plan Amendment No. 1.

Similar to the PPS, the Growth Plan supports mixed-use intensification within built-up urban areas as a method to accommodate forecasted growth in complete communities, particularly in areas that are well served by infrastructure such as public transit. Policy 2.2.1(2)(c) provides that, within settlement areas, growth will be focused in delineated built-up areas, strategic growth areas, locations with existing or planned transit (with a priority on higher order transit where it exists or is planned), and areas with existing or planned public service facilities. Strategic growth areas include lands along major arterial roads with frequent transit service. In turn, "frequent transit" is defined as a public transit service that runs at least every 15 minutes in both directions throughout the day and into the evening every day of the week.



The Growth Plan also provides detailed policies regarding employment areas in Section 2.2.5. It directs that sufficient land be made available to accommodate projected employment growth, recommends the designation and preservation of employment lands adjacent to major goods movement facilities and corridors, prohibits major retail uses and residential uses within employment areas, and requires the provision of an appropriate interface between employment areas and adjacent non-employment areas.

Policy 2.2.5(9) states that the conversion of lands within an employment area to nonemployment uses may be permitted only through a "municipal comprehensive review", subject to a number of criteria. Notwithstanding Policy 2.2.5(9), Policy 2.2.5(10) permits conversions prior to a municipal comprehensive review, provided they do not include any part of an employment area designated as a PSEZ, subject to demonstrating that there is a need for the conversion, that the proposed uses would not adversely affect the overall viability of the employment area, that there is sufficient infrastructure to accommodate the proposed uses and that a significant number of jobs would be maintained on the lands.

City of Toronto Official Plan

The Official Plan for the amalgamated City of Toronto was adopted on November 26, 2002 and was approved by the OMB on July 6, 2006. Numerous amendments to the Official Plan have subsequently been approved.

The subject site is identified as an *Employment Area* on Map 2 (Urban Structure) and is designated *General Employment Areas* on Map 22 (Land Use). Adjacent lands to the south of the subject site are also designated *General Employment Areas*. Lands to the west of the subject site are designated *Natural Areas* (i.e. the East Highland Creek valley), while the lands immediately north and east of the subject site are designated *Mixed Use Areas* (i.e. including the development site at 1256 Markham Road).

Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospects. Specifically, *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.

Permitted uses include all types 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, and media, information and technology facilities, as well as



automobile dealerships, fitness centres, restaurants and all types of retail and service uses. Places of worship are not a permitted use.

New retail developments of 6,000 square metres or more and new retail stores of over 6,000 square metres are permitted within the *General Employment Areas* designation on lands that front on a major street (such as Markham Road), subject to a number of conditions.

Policy 4.6(7) sets out a number of criteria for development within all *Employment Areas*. In particular, development within *Employment Areas* is required to contribute to the creation of competitive, attractive, highly functional *Employment Areas* by:

- supporting, preserving and protecting major facilities, employment uses and the integrity of *Employment Areas*;
- encouraging the establishment of key clusters of economic activity with significant value-added employment and assessment;
- providing a high quality public realm with a connected, easily understood, comfortable and safe network of streets, parks and accessible open spaces;
- integrating the development into the public street network and systems of roads, sidewalks, walkways, bikeways and transit facilities, and establishing new segments where appropriate;
- mitigating the potential negative impacts from traffic generated by development within *Employment Areas* and adjacent areas;
- providing adequate parking and loading on-site;
- sharing driveways and parking areas wherever possible;
- avoiding parking between the public sidewalk and retail uses;
- mitigating the potential adverse effects of noise, vibration, air quality and/or odour on major facilities and/or other businesses as determined by noise, vibration, air quality and/or odour studies;
- providing landscaping on the front and any flanking yard adjacent to any public street, park and open space to create an attractive streetscape, and screening parking, loading and service areas;
- providing a buffer and/or mitigating adverse effects, where appropriate, to *Neighbourhoods*, *Apartment Neighbourhoods* and *Mixed Use Areas*; and
- ensuring that where zoning by-law(s) permit open storage and/or outdoor processing of goods and materials as accessory/ancillary uses, the open storage and/or processing is:
 - o limited in extent;
 - generally located on an area of the property where potential adverse effects on sensitive land uses, including residential uses, are mitigated;
 - well screened by fencing and landscaping where viewed from adjacent streets, highways, parks and neighbouring land uses; and



 in terms of noise, vibration and emissions, not adversely affecting sensitive land uses, including residential uses, outside of *Employment Areas* where permitted or existing within the influence area of the proposed open storage and/ or outdoor processing use.

With respect to employment land conversions, Policy 2.2.4(14) states that the following proposals are considered to be conversions and may only be permitted by a Municipal Comprehensive Review:

- the redesignation of land from an *Employment Area* designation to any other designation;
- the introduction of a use that is otherwise not permitted in an *Employment Area*;
- the introduction of a use that may be permitted in a *General Employment Area* into a *Core Employment Area*; and
- the redesignation of a *Core Employment Area* to a *General Employment Area* designation.

Policy 2.2.4(17) sets out a list of matters to be considered in assessing employment land conversions. In addition to the matters identified in the PPS and the Growth Plan, Policy 2.2.4(17) also requires consideration of matters such as land use compatibility and the availability of community services and facilities.

Site and Area Specific Policy 450

The subject site is subject to Site and Area Specific Policy 450 (SASP 450), which applies collectively to the properties at 1250 and 1256 Markham Road and includes the following provisions:

- a) On Parcel "A" (1256 Markham Road), 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" (1250 Markham Road).
- 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.

Zoning By-law

The subject site is subject to the former City of Scarborough Employment Districts Bylaw No. 24982 (Progress Employment District), as amended by By-law 865-2019(LPAT), and is not subject to the new City-wide Zoning By-law 569-2013.



By-law 24982 zones the subject site M (Industrial), which permits industrial uses (including manufacturing, warehousing, computer and data processing, and research and development uses), as well as offices (excluding medical and dental offices), places of worship, recreational uses, day nurseries and educational and training facility uses, among other uses.

The site is subject to a number of performance standards, as follows:

- Performance Standard No. 410(f): the gross floor area of a place of worship minus the gross floor area of all basements shall not exceed 9,705 square metres.
- Performance Standard No. 503: the maximum building coverage is 24.5% of the area of the lands for an above-ground parking structure associated with a place of worship and 35.5% of the area of the lands for all other uses.
- Performance Standard No. 918: the minimum street yard setback is 8 metres.
- Performance Standard No. 1016: the minimum building setback from a lot line abutting an Open Spaces Zone is 7 metres (i.e. the westerly lot line).
- Performance Standard No. 1121: the minimum setback from the south lot line is 8 metres (with a maximum setback of 85 metres), except that an aboveground parking structure may be set back a minimum of 2.5 metres and a maximum of 83 metres from the south lot line.
- Performance Standard No. 1700: Sub-Clause 7.4.1 regarding height (above grade parking structures) is not applicable.
- Performance Standard No. 2012: the provisions of Clause V, Sub-Clause 23 (regulations for places of worship in zones other than the PW Zone) are not applicable.
- Performance Standard No. 2713: the maximum height of an above-grade parking structure (excluding stairwells and elevator rooms) is 16 metres.

Markham-Ellesmere Revitalization Study

On August 6, 2009, City Council adopted Official Plan Amendment No. 71 (OPA 71) which establishes a policy framework for the implementation of the recommendations of the Markham-Ellesmere Revitalization Study. The study examined sites fronting on, or in close proximity to, Markham Road between Progress Avenue and the Hydro Corridor south of Brimorton Drive which are designated *Mixed Use Areas* or *Apartment Neighbourhoods*.

The resulting Site and Area Specific Policy 322 (SASP 322), associated Urban Design Guidelines and Conceptual Master Plan for the Markham-Ellesmere Revitalization Study included a number of policies and design guidelines for improvements to the



Markham Road public realm in addition to the specific policies on the area growth, potential intensification and revitalization.

Although the subject site is not located within the area subject to SASP 322, the Markham-Ellesmere Revitalization Study provides guidance regarding the development of areas surrounding the subject site, including new public road connections east of Markham Road (connecting Tuxedo Court to Ellesmere Road) and supporting private and public investment in the renewal of the area.

Tall Building Design Guidelines

The City-Wide Tall Building Design Guidelines define a tall building as a building having a height that is greater than the width of the adjacent street right-of-way or the wider of two streets if located at an intersection.

On May 7, 2013, City Council adopted City-wide Tall Building Design Guidelines, which update and replace the "Design Criteria for the Review of Tall Buildings Proposals" (2006). The document specifically notes that the Tall Building Design Guidelines are "intended to provide a degree of certainty and clarity of common interpretation, however, as guidelines, they should be afforded some flexibility in the application, particularly when looked at cumulatively."

The Guidelines include sections related to site context, site organization, tall building massing and pedestrian realm. Key guidelines include a maximum floor plate size of 750 square metres, a minimum tower setback of 12.5 metres from the side and rear property lines and a minimum separation distance of 25 metres between towers on the same site.

Analysis and Opinion

We have considered three potential development options for the subject site, 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.

Option 1: Continuation and Potential Expansion of the Place of Worship Use

As set out above, the zoning applicable to the subject site would permit continuation of the existing place of worship use on the subject site, together with a 2,307 square metre expansion, for a total gross floor area of 9,705 square metres. It would also



allow a new 5-storey above-grade parking structure, in part to replace the existing surface parking on the 1256 Markham Road property once it is redeveloped.

Option 2: Other Employment Uses

As set out above, the *General Employment Areas* designation applying to the subject site would permit a wide range of employment uses, including manufacturing and warehousing, as well as office uses.

While the existing M zoning permits a range of non-residential uses, including offices (except for medical and dental offices), recreational uses, day nurseries and educational and training facility uses in addition to industrial uses, the applicable performance standards only permit gross floor area associated with a place of worship. Therefore, it is likely that a rezoning would be required to permit gross floor area associated with any of the other uses listed under the M zoning.

As well, a rezoning would be required to permit non-residential uses permitted by the *General Employment Areas* designation that are not permitted by the M zoning, including medical and dental offices, automobile dealerships, vehicle repair and services, storage, media, information and technology facilities, fitness centres, restaurants, retail stores (up to 6,000 square metres) and service commercial uses. Retail stores of over 6,000 square metres would be permitted through a rezoning, subject to satisfying the conditions set out in Policies 4.6(5) and 4.6(6) of the Official Plan.

Option 3: Residential/Mixed-Use Development

In our opinion, a residential/mixed-use development similar to the one that has been approved for the property at 1256 Markham Road would be supportable and appropriate on the subject site from a planning perspective and, as of the effective date, would likely have been approved.

In this regard, because the subject site is identified as an *Employment Area* on Map 2 of the Official Plan and is designated *General Employment Areas*, an employment land conversion would be required in order to permit residential uses. As described above, the prohibition in the *Planning Act* on the appeal of a site-specific application for an employment land conversion, taken together with the employment conversion policies in the Provincial Policy Statement, the Growth Plan for the Greater Golden Horseshoe and the Official Plan, means that the only reasonably likely way to achieve an employment land conversion would be by filing a request as part of the City's municipal comprehensive review. In that regard, while the PPS and the Growth Plan would both allow the City of Toronto to consider employment conversions prior to a municipal



comprehensive review, the City's Official Plan policies only permit conversions through the municipal comprehensive review process.

The City of Toronto initiated its current municipal comprehensive review process on August 4, 2020, in order to bring its Official Plan into conformity with the Growth Plan by the Provincially mandated deadline of July 1, 2022. The municipal comprehensive review process included a one-year window between August 4, 2020 and August 3, 2021 during which employment land conversion requests could be filed.

As of the effective date (April 16, 2021), the one-year window was open and it would have been possible to file a conversion request by the deadline of August 3, 2021, requesting the redesignation of the subject site from *General Employment Areas* to *Mixed Use Areas* i.e. identical to the 1256 Markham Road property. As of that date, it would have been expected that the Official Plan Amendment(s) arising out of the municipal comprehensive review process would have been adopted by the Provincial deadline of July 1, 2022 and that Provincial approval of the Official Plan Amendment(s) would have occurred on or prior to January 15, 2023 i.e. 135 days in accordance with the statutory timeframes (15 days to forward the Official Plan Amendment to the Province, and 120 days from receipt for the Province to issue its decision).

In this regard, the process would have been similar to the process that was followed for the conversion of the 1256 Markham Road property as part of OPA 231, with the exception that the *Planning Act* had been amended in the intervening years to remove the right of a landowner to appeal the Province's decision to the Ontario Land Tribunal.

In our opinion, a request to convert the subject site to *Mixed Use Areas* would likely have been supported by City staff and Council through the municipal comprehensive review process, for the following reasons:

- 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.
- 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.
- The subject site is not located in a Provincially Significant Employment Zone (PSEZ).
- Intensification of the subject site for residential/mixed-use purposes would promote the achievement of transit-supportive intensification in accordance



with the PPS and the 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).

- 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).
- Residential/mixed uses on the subject site 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.

It is likely that, as part of approval of the conversion request, the City would have required a minimum amount of non-residential gross floor area as part of a mixed-use development in order to give effect to Growth Plan and Official Plan policies that seek to maintain a significant number of jobs on lands that are sought to be converted.

In the unlikely event that the conversion request was not approved by City staff or Council, it is noted that, once the Official Plan Amendment is submitted to the Province for approval, there is an ability for a landowner to request the Province to modify the Official Plan Amendment as adopted by the City.

For all of the foregoing reasons, we are of the opinion that an employment conversion request would likely have been successful.

Following approval of the conversion request, a rezoning application would be necessary in order to rezone the site from M (Industrial) to CR (Commercial-Residential) to implement the permission for residential/mixed uses and to establish the permitted height, massing and density. In this regard, a similar process was followed in respect of the rezoning for the 1256 Markham Road property.

As set out in detail below, it is our opinion that a residential/mixed-use development consisting of three tall residential buildings and a mixed-use podium would be appropriate and desirable on the subject site and that a rezoning application to permit such a development would likely have been approved by the City or, if necessary, on appeal to the Ontario Land Tribunal.

Site Organization

The proposed development would take its access primarily from the shared access driveway with the 1256 Markham Road property to the north in accordance with the mutual access easement. The access driveway would lead to a central loop and an internal open space courtyard that would provide access to all three buildings.



Although not necessary for the proposed development to function adequately, the existing all-moves driveway along the south limit of the site could also be maintained, which would provide an opportunity for separate service access for loading activities. Maintaining an 8 metre south side yard setback, as per the existing zoning, would protect for the driveway access in this location.

While the TRCA Regulation line encroaches into the west and northwest edges of the subject site, the 2019 Zoning By-law Amendment specified a 7 metre setback from the adjacent lot lines and did not require the dedication of any lands to the TRCA. Accordingly, we have assumed that development adjacent to the west and northwest property limits would need to maintain at least a 7 metre setback in accordance with the existing zoning.

Height, Massing and Density

In our opinion, the subject site would be appropriate for a podium-and-tower development, similar to the approved development at 1256 Markham Road to the north. A 4-storey base building along the Markham Road frontage would match the height of the podium at 1256 Markham Road and would create an appropriate building scale along both Markham Road and the main access driveway. The podium would continue westerly parallel to the south property line, with a wing extending north to define the edges of the central open space.

The site is sufficiently large to accommodate three tall residential towers, with 750 square metre floor plates and minimum 25 metre separation distances between the towers, all in accordance with the Tall Building Design Guidelines. In our opinion, a building height of up to 33 storeys would be appropriate and likely achievable, given the approval for 29-storey and 31-storey heights on the 1256 Markham Road property to the north. In our opinion, it would be appropriate for heights to step up slightly from north to south with greater proximity to the Ellesmere Road intersection, in recognition of the greater heights south of Ellesmere, which range up to 34 storeys (approved) and 36 storeys (proposed).

Similar to the approval at 1256 Markham Road and the proposal at 1221 Markham Road, it would be appropriate for the tallest height on the subject site to be located along the Markham Road frontage, with heights stepping down to west toward the East Highland Creek.

In Toronto, the achievable density an any given site is typically design-driven i.e. it is the outcome of the design process, rather than the determinant. However, subject to an appropriate design, a density in the order of 5.0 FSI would be generally appropriate having regard for the approved density of 4.85 FSI at 1256 Markham Road, as well as



the approved densities of 9.26 FSI at 1021-1035 Markham Road and 5.69 FSI at Meadowglen Place and the proposed density of 3.89 FSI at 1221 Markham Road.

Land Use

Unlike the approval of the conversion of 1256 Markham Road, for which there was no minimum required non-residential component, the changes in the policy framework since 2013 mean that it would have been reasonable to assume that the City would have required a minimum amount of non-residential (employment) gross floor area as part of any mixed-use development on the subject site. In this regard, we have assumed that that the City would have required a minimum of 0.5 FSI (or about 10% of the total gross floor area) to be non-residential gross floor area.

Based on our review, a non-residential component of this scale could be accommodated in the 4-storey base building fronting on Markham Road, with a larger non-residential floor plate. The required non-residential gross floor area could be accommodated through at-grade retail and service commercial space (while accommodating residential lobby spaces and building services) and office/institutional uses on Levels 2-4. The remainder of the 4-storey base building in the interior portion of the site would be entirely residential.

Concept Plan

Bousfields Inc. has prepared a Massing Analysis dated August 2023, a copy of which is attached to this letter, in order to analyze the achievable gross floor area and density based on the application of the principles set out above.

The Massing Analysis includes a 33-storey tower at the northeast corner of the site and two 29-storey towers in the southwest and south-central portions of the site. The two easterly towers would have a separation distance of 25 metres, measured on a diagonal, while the two southerly towers would be separated by 54 metres.

The resulting gross construction area (GCA) would be 91,626 square metres. Assuming a ratio of 0.91 between gross floor area (GFA) and GCA, the resulting GFA would be 83,380 square metres, representing a density of 4.84 FSI. Of the total GFA, we have assumed a residential GFA of 73,952 square metres and a non-residential GFA of 9,428 square metres (11.3% of the total GFA).

Timelines

Assuming that a rezoning application was submitted in January 2023, following Provincial approval of the Official Plan Amendment allowing the employment land conversion, it is our opinion that the expectation as of the effective date would have



been that approval of the rezoning application would likely take 15-18 months i.e. approval by April to July 2024.

Conclusion

In our opinion, the proposed residential/mixed uses as well as the proposed height, massing and density as described above are appropriate and supportable in land use planning terms and would likely have been approved, given the size of the site, its proximity to other proposed tall mixed use developments and its proximity to existing and planned transit service.

While an employment land conversion would be required to redesignate the subject site from *General Employment Areas* to *Mixed Use Areas*, it is our opinion that the City and/or the Province would likely have approved such a conversion request. A subsequent Zoning By-Law Amendment application would be required to permit the proposed residential and commercial uses as well as to increase the permitted height and density, which in our opinion would likely be approved.

We trust that the foregoing is satisfactory for your purposes. However, should you have any questions, please do not hesitate to contact the undersigned or Jessica Yi of our office.

Yours very truly,

Bousfields Inc.

Peter F. Smith B.E.S., MCIP, RPP



Cassels Brock & Blackwell LLP

Global Kingdom Ministries

January 12, 2024



PRIVILEGED AND CONFIDENTIAL

January 12, 2024

Alan Merskey Partner Cassels Brock & Blackwell LLP Suite 3200, Bay Adelaide Centre – North Tower Toronto, ON M5H 0B4 Canada

Re: Trinity Ravine Community Inc. ("TRC") Transfer at Undervalue under the Bankruptcy and Insolvency Act, Kroll report ("Report")

Pursuant to our engagement letter dated March 16, 2023 and subsequent email instruction dated December 14, 2023, Kroll Canada Limited ("Kroll", "we", "our", "us") is pleased to provide Cassels Brock & Blackwell LLP ("Cassels", "Law Firm" or "you") rendering legal services to Deloitte Restructuring Inc. ("Deloitte", the "Firm" or the "Client") appointed Trustee in Bankruptcy ("Trustee") of TRC in connection with the above-referenced matter ("Services") with our Report.

Background

Originally, the property located at 1250 Markham Road, Toronto, ON, comprising of 6.7 acres of land was improved with a church or place of worship with some peripheral site improvements such as asphalt paving and landscaping on the southern portion of the original land. This property was originally owned by Global Kingdom Ministries ("**GKM**"). GKM eventually became two separate entities, Trinity Ravine Communities ("**TRC**") and Global Kingdom Ministries Church ("**GKMC**"). On April 16, 2021, the land titles register shows that GKM officially transferred the southern portion of the original land at 1250 Markham Road ("Southern Land" or "1250 Markham Rd") to GKMC for a cash consideration of \$10 and TRC continued to be the owner of the Northern Land located at 1256 Markham Road ("Northern Land" or "1256 Markham Rd") (2.4 acres) which was sold subsequently. Both properties are referred herein as the Subject Properties. It should be noted that GKMC is a related party, and this transaction was not at arm's length.

The rationale behind the land severing and transaction was that GKM had decided to develop the Northern Land into a high-density senior "life lease" residential development. GKM received development approvals on April 26, 2018, to execute their development project, which had a density, or floor space index (FSI), of 4.85x site area.

In February 2022, the development project failed and TRC which was responsible for executing the project, filed for CCAA. Through these proceedings, the April 16, 2021, transfer of the Southern Lands to GKMC was identified as a transfer at under value under Section 96 of the Bankruptcy and Insolvency Act.

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In this regard, we have been engaged to prepare a Report as per the scope of services below:

1. Prepare a Comprehensive Narrative Appraisal Report as of October 1, 2020 ("Valuation Date") of the Subject Properties ("Kroll Appraisal" or "Appraisal")

This Report complies with the reporting requirements set forth in the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada.

We understand that we have been engaged as an independent expert, and that we have a duty to provide the court with an opinion that is fair and objective, and that duty prevails over any duty we owe to any party.

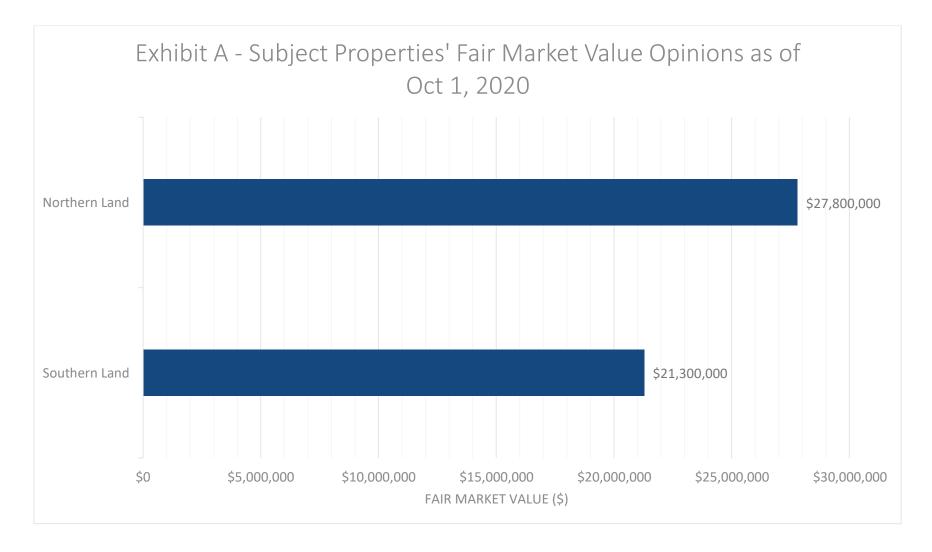
Summary of Various Value Opinions

The following table and bar chart summarizes the various value opinions ascribed to the Subject Properties as of the Valuation Date.



		<u>Appraisal</u>	<u>Land</u>	<u>Fair Market</u>	
<u>Appraiser</u>	Valuation Date	<u>Methodology</u>		<u>Value</u>	<u>Comments</u>
Kroll	10/1/2020	Direct Comparison Approach	Southern Land	\$21,300,000	Kroll concluded that current use of the Southern Land is not its Highest and Best Use. We are of the opinion that the Highest and Best Use of the Southern Land is a residential redevelopment use. Therefore, to value the Southern Land, we have used the DCA, using the dollar per buildable square foot method. This method involves as a first step considering comparable sales where existing improvements are expected to eventually be demolished to make way for high density residential redevelopment. These sales are evaluated, compared, and adjusted on their dollar per buildable square foot metric. Our analysis indicated the Southern Land could achieve a \$23/BSF on the open market. As a next step, Kroll determined that a feasible residential redevelopment of the Southern Land would yield a density, or FSI, of 5.0x of site area. Using this density, we calculated the buildable square feet of the Southern Land to be 927,610 sf. The resulting fair market value is \$23 BSF * 927,610 sf = \$21,300,000 (Rounded)
Kroll	10/1/2020	Direct Comparison Approach	Northern Land	\$27,800,000	Re-zoning for the Subject Northern Land was approved on September 27, 2018 allowing the FAR of 4.85. By- law 865-2019 rezoned the northerly portion of the property to CR (Commercial-Residential) and permits its redevelopment for two towers of 29 storeys (92.5 mt) and 31 storeys (98.5 mt) connected by 4-storey podium. A maximum of 565 residential units are permitted, with a gross floor area of 47,000 m ² , of which a maximum of 552 m ² . Is permitted for non-residential uses.





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If you have questions regarding the contents of this Report, please contact Prakash Venkat, MBA, AACI, P. App, PLE at prakash.venkat@kroll.com.

Yours truly,

Kroll, LLC

Kroll Canada Limited



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Extraordinary Assumptions

Under CUSPAP, an extraordinary assumption is defined as "An assumption, directly related to a specific assignment, which, if found to be false, could materially alter the opinions or conclusions." The following extraordinary assumptions are applicable to the analyses contained in this report:

• We have not been provided with or completed an environmental site assessment. It is assumed as an Extraordinary Assumption that there are neither soil, subsoil, hazardous or environmental conditions that would preclude development of the property or that would adversely affect the Market Value estimates herein.

• Indications of development density and development timing were obtained from a sample of relevant planning applications for comparable properties in the vicinity of the Southern Land, and through the consideration of an independent professional land use planning opinion provided by Bousfields. Bousfields is a Toronto-based community planning firm with expertise in urban design, development approvals, and planning policy. These sources indicate that a Floor Space Index (FSI) of 5.0x would appear reasonable for the Southern Land and are assumed herein as an Extraordinary Assumption.

• An interior inspection of the building situated on the Southern Land was not completed. The condition of the building as reported herein is based on available information and is relied upon as an Extraordinary Assumption.

Hypothetical Conditions

No Hypothetical Conditions were made for this assignment.

Reliance Language

The intended use of this appraisal is to provide an independent expert opinion in the related litigation brought by Deloitte against GKMC. The intended users of this appraisal are Deloitte, Cassels, and the Ontario Superior Court of Justice (Commercial List) (the "Court").

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The appraisal and valuation analysis herein has been made in accordance with the CUSPAP Standards. Standards. Accordingly, the analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth therein.

Definition Of Market Value / Fair Market Value

For Canadian tax purposes, "Fair Market Value" is defined as follows:

"The highest price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's



length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts."

For real estate analysis purposes, the Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") adopted by the Appraisal Institute of Canada define "Market Value" as:

"The most probable price which a property should bring in a competitive and open market 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 specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated.
- 2. Both parties are well informed or well advised and acting in their own best interests.
- 3. Reasonable time is allowed for exposure in the market.
- 4. Payment is made in cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold, unaffected by the special or creative financing or sales concessions granted by anyone associated with the sale.
- 6. For purposes of this assignment, unless otherwise determined, we will assume the concepts of Fair Market value and Market Value (referred to hereafter as "Fair Market Value" or "Value") are essentially the same.

Intended Use

The intended use of this appraisal is to provide an independent expert opinion in the related litigation brought by Deloitte against GKMC.

Intended User

The intended users of this appraisal are Deloitte, Cassels, and the Court.

Property Rights Appraised

The property rights appraised constitute the fee simple interest.

Non-Discrimination Statement

This appraisal has been completed without regard to race, color, religion, national origin, sex, marital status or any other prohibited basis, and does not contain references which could be regarded as discriminatory.

Personal Property & Business Intangible

There is no personal property (FF&E), or business intangible value included in this appraisal.



Property And Sales History

N/A

Marketing Time and Buyer Profile

Marketing time is an estimate of the amount of time it might take to sell a property interest in real estate the appraised fair market value during the period immediately after the effective date of the appraisal. The marketing time for the Subject Properties is estimated to be between Six to Nine Months.

Subject Properties Inspection

	PROPERT	Y INSPECTION		
APPRAISER	INSPECTED	EXTENT	DATE	ROLE
Prakash Venkat	NA	NA	NA	Primary Appraiser
Conrad Kim	Yes	Exterior	July 12, 2023	Assistant



Scope of Narrative Appraisal

This report has been prepared by Kroll at the request of Cassels Brock and Blackwell LLP to calculate the fair market value ("FMV") of the Subject Properties as of the Valuation Date.

Based on the scope of work, we have:

- Reviewed the information related to the Subject Properties provided to us;
- Examined market conditions and analyzed their potential effect on the Subject Properties; and

• Identified and considered information with respect to sales, listings, and leases, at or before the Valuation Date, considered similar to the Subject Properties.

We also note that we have not:

- Conducted a title search to confirm ownership, mortgages and encumbrances nor have we investigated the history of the Subject Properties; or
- Undertaken any environmental audits nor do we make any representations regarding any environmental issues. As such, the values reported herein are qualified and subject to adjustments for environmental issues (if any).

For real estate analysis purposes, the Canadian Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute of Canada (CUSPAP) define "Market Value" as: "The most probable price which a property should bring in a competitive and open market 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 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 their own best interests;
- A reasonable time is allowed for exposure in the market;

• Payment is made in 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 the special or creative financing or sales concessions granted by anyone associated with the sale.

For purposes of this assignment, unless otherwise determined, we have assumed the concepts of FMV and market value (referred to hereafter as "FMV") are essentially the same.



Executive Summary

The FMV of the Subject Properties at 100% interest as at the Valuation Date are summarized below:

RECONCIL	ATION OF VALUES
Interest	Fee Simple Interest
Valuation Date	October 1, 2020
Southern Land	(Currently used as church)
Zoning status at time of application	N/A (used as church)
Highest and Best Use	Residential Development
Kroll's Estimated FSI	5 *
Subject Site (acres)	4.26
Subject Buildable Square Feet	927,610
Kroll's Price per Buildable Square Foot	\$23.00
Kroll's Fair Market Value (Rounded)	\$21,300,000
Northern Land (C	Currently used as parking lot)
Zoning status at time of application	Zoning approved for two high rise residential towers
Highest and Best Use	Residential Development
Development FSI	4.85
Subject Site (acres)	2.40
Subject Buildable Square Feet	505,982
Kroll's Price per Buildable Square Foot	\$55.00
Kroll's Fair Market Value (Rounded)	\$27,800,000

*Based on consultations with Bousfields

Subject to Ordinary Assumptions, Limiting Conditions, and Extraordinary Assumptions. See pages 10 and 70 herein.



Certification

We certify that, to the best of our knowledge and belief:

- 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 impartial and unbiased professional analyses, opinions and conclusions;
- We 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;
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the CUSPAP;
- We have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with CUSPAP;
- Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
- Conrad Kim has completed an exterior inspection of the Subject Properties that are the subject of this report on July 12, 2023;
- As of the date of this report the undersigned has fulfilled the requirements of the AIC's Continuing Professional Development Program; and
- The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

nother.

Prakash Venkat, AACI Senior Director Membership No. - 905486 Expiration Date - August 31, 2024 prakash.venkat@kroll.com

my him

Conrad Kim, AIC Candidate Member Analyst Membership No. - 918391 Expiration Date – September 30, 2024 conrad.kim@kroll.com



Subject Properties Description

Real Property Description

	PROPERTY IDENTIFICATION
Name	Global Kingdom Ministries
Property Type	Special Purpose - Other Special Purpose
Address	1250 Markham Rd (Southern Land) & 1256 Markham Rd (Northern Land)
City, State Zip	Toronto Ontario M1H 2V9
Parcel No. (PIN)	19 01 052 880 05903 0000 (Southern Land) & 19 01 052 880 05901 (Northern Land)
Market / Submarket	Toronto / Scarborough East
Geocode	43.778779,-79.234277 (Southern Land)
Mortgage Financing	The Subject Properties are valued as if free and clear of mortgage financing
MPAC Assessment (2016)	\$17,472,000 (both parcels)
Ownership History	N/A

Site Description

	SITE DESCRIPTION	
Number of Parcels	2	
	Southern Land	Northern Land
Municipal Address	1250 Markham Rd	1256 Markham Rd
Land Area	4.26 acres	2.40 acres
Shape	Irregular Trapezoid	Rectangular
Current Use	Church	Parking Lot
Zoning	Industrial (M)	Commercial Residential (CR)



Building Description

IMPROVEMENT DES	SCRIPTION (Southern Land)
Tenancy	Single-Tenant
Net Rentable Area (NRA)	79,625
Gross Building Area (GBA)	79,625
Ground Floor SF	52,791
Total Buildings	1
Floors	2
Year Built	2008
Actual Age	12
Land To Building Ratio	2.33 : 1
Site Coverage Ratio	28.5%
Parking	2.1 / 1,000 SF NRA

We conducted a site visit of the Subject Properties Southern Land on July 12, 2023. See below for photos of the exterior of the Southern LandSubject Properties with accompanying captions.







Taxes and Assessment

The Subject Properties' assessed values for the current year are not available, however we have sourced the same values as of tax year 2016:

	ASSES	SSMENT & T	TAXES (2	.016)		
TAX RATE AREA					TAX RATE	N/A
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
19 01 052 880 05903 0000	\$17,472,000	\$0	\$17,472,000	\$0	\$17,472,000	\$0

As is common with most churches under the Ontario Assessment Act, the Subject Properties are exempt from paying property taxes.



Aerial Photograph of the Subject Properties



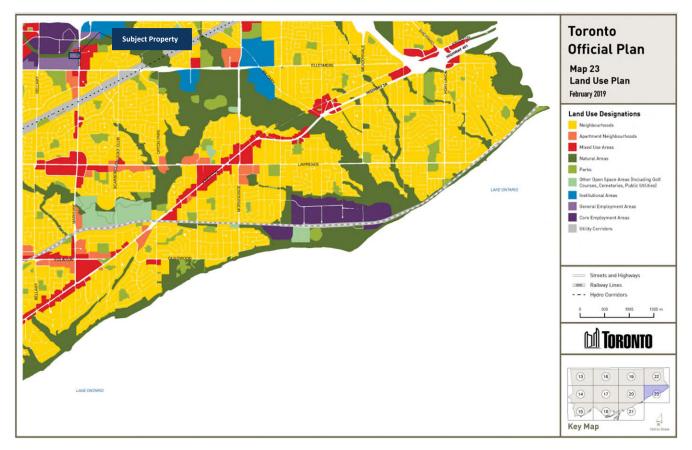
Source: map.toronto.ca



Land Use Controls

Southern Land

Official Plan – City of Toronto



As per the City of Toronto's Land Use Designations, the Southern Land is designated under the 'General Employment Areas'.

Employment Areas

Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospects. Both Core Employment Areas and General Employment Areas are important and comprise the City's "Employment Areas" as defined under the Provincial Planning framework.

The majority of Employment Areas are designated as Core Employment Areas where uses identified in Policies 4.6.1 and 4.6.2 are permitted. Core Employment Areas are, for the most part, geographically located within the interior of Employment Areas. Uses that would attract the general public into the interior of employment lands and possibly disrupt industrial operations are not generally permitted in Core Employment Areas. Industrial trade schools are traditionally permitted in Employment Areas and are



provided for in Core Employment Areas. Media facilities include uses such as, but are not limited to, production studios and establishments that manufacture printed and/or digital communications.

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. 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. In addition to all of the uses permitted in a Core Employment Area, the uses identified in Policy 4.6.3 are also permitted in General Employment Areas. Automobile dealerships are permitted as a retail and service use in a General Employment Area.

All types of retail are provided for in a General Employment Areas. However, because major retail developments have the potential for greater impacts, they may be permitted only through an amendment to this Plan and the enactment of a site-specific zoning by-law by way of a City-initiated Municipal Comprehensive Review.

Policies

General Employment Areas

- 1. 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 all types of retail and service uses.
- 2. Fitness centres are permitted in General Employment Areas. Ice arenas legally established before March 26, 2018, in General Employment Areas are permitted.
- 3. New retail developments that result in the establishment of a major retail site with 6,000 square metres or more of retail gross floor area on a lot may only be permitted as the primary use in General Employment Areas through an amendment to this Plan and enactment of a site-specific zoning bylaw by way of a City-initiated Municipal Comprehensive Review if:
 - a) the property is outside of the Downtown and Central Waterfront;
 - b) the property is on a lot that fronts onto a major street as shown on Map 3; and
 - c) the following matters are addressed:
 - the transportation demands and impacts generated by the development, particularly upon nearby residential neighbourhoods and the Employment Area, are reviewed and necessary improvements and mitigation measures can be completed;
 - ii. it is demonstrated that the existing and planned function of the Employment Area and any nearby Employment Area, including the movement of goods and employees, is not adversely affected;
 - iii. it is demonstrated that the economic health and planned function of nearby retail shopping districts are not adversely affected;



- iv. new public and private streets, as deemed to be appropriate by the City, are provided to complement the area street network and provide improved pedestrian access and amenity;
- v. retail buildings are clearly visible and directly accessible from the sidewalks of the public and private streets; and
- vi. parking is integrated within and/or located behind or at the side of the new building.
- 4. New retail developments that include one or more stores totaling 6,000 square metres or more of new retail gross floor area may only be permitted as the primary use in General Employment Areas through an amendment to this Plan and enactment of a site-specific zoning by-law by way of a City-initiated Municipal Comprehensive Review where:
 - a) all of the criteria in Policy 4.6.5 are met;
 - b) buildings that front onto a major street as shown on Map 3 are a minimum of two storeys in height; and
 - c) the majority of vehicle parking associated with the new retail is located below grade and/or in a parking structure with limited visibility from the street.

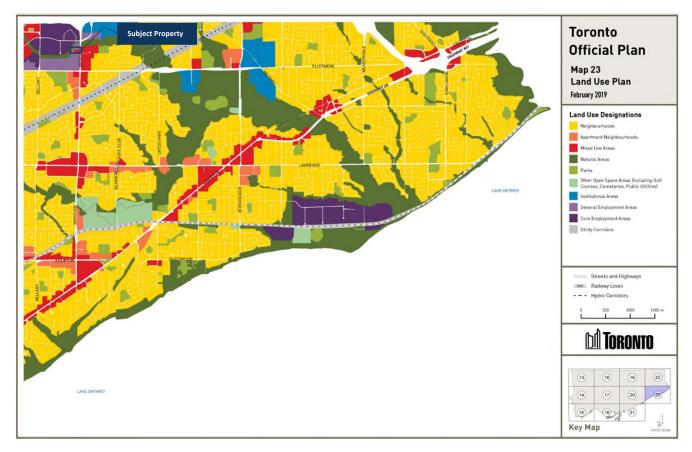
Zoning by-law

As per the Former City of Scarborough Zoning By-law No. 24982, the zoning by-law for the Southern Land is Industrial (M). 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.



Northern Land

Official Plan – City of Toronto



As per the City of Toronto's Land Use Designations, the Northern Land is designated under the 'Mixed Use Areas'.

Mixed Use Areas

Mixed Use Areas achieve a multitude of planning objectives by combining a broad array of residential uses, offices, retail and services, institutions, entertainment, recreation and cultural activities, and parks and open spaces. Torontonians will be able to live, work, and shop in the same area, or even the same building, giving people an opportunity to depend less on their cars, and create districts along transit routes that are animated, attractive and safe at all hours of the day and night.

Mixed Use Areas will absorb most of the anticipated increase in retail, office and service employment in Toronto in the coming decades, as well as much of the new housing. The proportion of commercial and residential uses will vary widely among Mixed Use Areas. For example, office and retail uses will continue to be paramount in the Financial District, but much of the new development along the Avenues will have a residential emphasis.



Policies

Mixed Use Areas

1. 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.

Development Criteria in Mixed Use Areas

- 2. In Mixed Use Areas development will:
 - a. create a balance of high quality commercial, residential, institutional and open space uses that reduces automobile dependency and meets the needs of the local community
 - provide for new jobs and homes for Toronto's growing population on underutilized lands in the Downtown and Central Waterfront, Centres, Avenues and other lands designated Mixed Use Areas, creating and sustaining well-paid, stable, safe and fulfilling employment opportunities for all Torontonians
 - c. locate and mass new buildings to provide a transition between areas of different development intensity and scale, as necessary to achieve the objectives of this Plan, through means such as providing appropriate setbacks and/or a stepping down of heights, particularly towards lower scale Neighbourhoods
 - d. locate and mass new buildings so as to adequately limit shadow impacts on adjacent Neighbourhoods, particularly during the spring and fall equinoxes
 - e. locate and mass new buildings to frame the edges of streets and parks with good proportion and maintain sunlight and comfortable wind conditions for pedestrians on adjacent streets, parks and open spaces
 - f. provide an attractive, comfortable and safe pedestrian environment
 - g. have access to schools, parks, community centres, libraries and childcare
 - h. take advantage of nearby transit services
 - i. provide good site access and circulation and an adequate supply of parking for residents and visitors
 - j. locate and screen service areas, ramps and garbage storage to minimize the impact on adjacent streets and residences
 - k. provide indoor and outdoor recreation space for building residents in every significant multi-unit residential development
 - I. provide opportunities for energy conservation, peak demand reduction, resilience to power disruptions and small local integrated energy solutions that incorporate renewables, district energy, combined heat and power or energy storage
 - m. provide opportunities for green infrastructure including tree planting, stormwater management systems and green roofs.



- 3. Large scale, stand-alone retail stores and/or "power centres" are not permitted in Mixed Use Areas within the Central Waterfront, and Downtown, and are permitted only through a zoning by-law amendment in other Mixed Use Areas. Where permitted new large scale, stand-alone retail stores and/or "power centres" will ensure that
 - a. sufficient transportation capacity is available to accommodate the additional traffic generated by the development, resulting in an acceptable volume of traffic on adjacent and nearby streets
 - b. the function and amenity of the area for businesses and residents and the economic health of nearby shopping districts are not adversely affected
- 4. Existing large scale, stand-alone retail stores and/or "power centres" legally established prior to the approval date of this Official Plan in Mixed Use Areas are permitted.

Zoning by-law

By-law 865-2019 (LPAT) rezoned the northerly portion of the property to CR (Commercial-Residential) and permits its redevelopment for two towers of 29 storeys (92.5 metres) and 31 storeys (98.5 metres), connected by a 4-storey podium. A maximum of 565 residential units are permitted, with a total gross floor area of 47,000 square metres, of which a maximum of 552 square metres is permitted for non-residential uses. The resulting permitted density is 4.85 FSI¹.

¹ As per Bousfields planning report dated August 24, 2023, page 10.



Economic Overview

Canadian Economic Overview

The economy shrank 1.1% in seasonally-adjusted annualized terms in Q3. While this was below the flash estimate of a roughly flat reading, Q2's GDP data was revised up by a similar amount; as such, activity broadly stagnated when looking at Q2–Q3 as a whole. Q3's contraction was driven by lower oil exports and softer inventory accumulation, which more than offset stronger government consumption. Turning to Q4, flash data points to a 0.2% month-on-month rise in GDP in October, on the back of increases in mining, quarrying, and oil and gas extraction, retail trade, and construction. That said, our consensus is still for the economy to be broadly flat in quarter-on-quarter terms in Q4 as a whole; private consumption will continue to be tamed by high interest rates and government spending growth should ease, offsetting expected recoveries in investment and exports.

Inflation held steady at October's 3.1% in November, the joint-weakest rate since June and only marginally above the Central Bank's 1.0%–3.0% target range. However, the reading was above market expectations. Inflation is forecast to move back within the Bank of Canada's 1.0–3.0% target range in H1 next year as past rate hikes translate into muted economic activity.²

COVID-19 Impact

The outbreak of COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020, and severely impacted global financial markets. The response to COVID-19 posed an unprecedented set of circumstances on which to base a valuation judgement. Valuation results and underlying projections and assumptions as of the Valuation Date of October 1, 2020, for this engagement may be materially affected by increased volatility in projected political, regulatory, financial, market or other circumstances as a result of COVID-19.

As of the Valuation Date, the effects of COVID-19 had markedly impacted the real estate industry and its stakeholders globally. On March 23, 2020, the government of Ontario ordered the mandatory closure of all non-essential workplaces for an initial 14-day period. This period was subsequently extended by another 14 days. Regarding construction, the work that was permitted under this order was restricted to residential construction projects where permits had already been issued or sites where work had already commenced. Real estate projects that were speculative in nature with no approved permits - like the Subject Properties - would have been barred from operating construction sites during this period.

During the period between March 16, 2020, and May 12, 2020, the government of Ontario issued various Emergency Orders that in effect suspended any proceedings before the Local Planning Appeal Tribunal

² Canada Economic Forecast for Q3 2020, as per FocusEconomics < https://www.focus-

economics.com/countries/canada/#:~:text=Canada%20Economic%20Outlook,Q2%E2%80%93Q3%20as%20a%20whole.>



(the "LPAT"). Additionally, during this period the LPAT did not schedule any hearings and all hearings scheduled between March 16, 2020, and June 30, 2020, were adjourned to a future date.

In the market, most commercial real estate landlords such as Brookfield, Killam Apartment REIT, Canadian Apartment REIT, and Choice Properties REIT implemented various programs to mitigate risk and financial loss. These programs included the creation of funds to support small businesses, broad rent deferral programs, and freezes on rent increases³.

The risk and uncertainty caused by COVID-19 had impacts on the commercial real estate capital markets. In an April 2020 market survey of Canadian real estate investors, Ernst & Young ("EY") found that 67% of investors had indefinitely paused their acquisition and disposition plans because of the effects of COVID-19. See Appendix B to reference the full EY report. An excerpt from the report states the following:

"Respondents expect Q2 2020 real estate transaction volume to decrease significantly relative to pre-March levels...Common sense tells us that given the uncertainty, there will be fewer sellers, and buyers will become more selective. The likelihood of a prolonged recission increased in March 2020 (and certainly from YE 2019), which also points towards higher required rates of return. This means that any cash flow analysis will have a much higher risk of not achieving the stated projections. In other words, yield increases are coming. "(Valuation Perspectives in the COVID-19 Era, April 2020, page 4)

Ontario Economic Overview

No economy in the world is emerging unscathed from the coronavirus. Neither is any Canadian province. Each is facing an unprecedented (or close to unprecedented) decline in activity this year. Viral transmission rates have varied from coast to coast and so have the stringency of containment measures and reopening timelines. These differences dictate the severity of the economic shock across the country. Relatively better health outcomes and faster easing of restrictions limited economic damage in Manitoba, Saskatchewan and most of the Atlantic Provinces. Alberta and Newfoundland and Labrador, on the other hand, have been further challenged by plunging oil prices, sapping a major source of revenue. British Columbia, Ontario and Quebec are experiencing a downturn of roughly similar magnitude as the 6.0% contraction we project for the national economy.

We downgraded our growth forecast for British Columbia (to -5.6%) on greater-than-expected labour market weakness to date. We remain relatively bullish on the province's growth prospects next year with large capital investment projects poised to generate substantial activity. Ontario (-5.8%) and Quebec (-5.8%) both struggled with high coronavirus transmission levels through the spring. These prompted the strictest containment measures in Quebec, which slammed the labour market more than in any other

³ Osler, COVID-19: Key developments and considerations for real estate stakeholders, last updated May 19, 2020



province in March and April. In Ontario, high COVID-19 case counts led to a slower pace of reopening, holding back the early phase of recovery⁴.

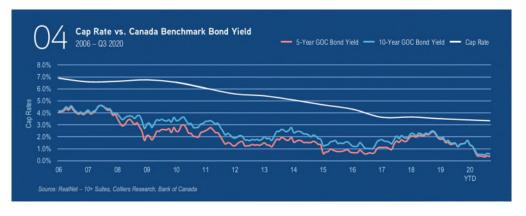
Toronto Multi-Family Market Overview

Amid the uncertainty of the global pandemic, the multifamily sector has emerged as one of the most resilient asset classes in commercial real estate. Strong market fundamentals paired with a low cost of borrowing have maintained value trends seen pre-pandemic.

The average price per suite year-to-date is \$276,884, a 5.2% increase year-over-year (YoY). The average GTA cap rate has continued to compress to 3.35% and is down 13 bps from a year ago. Both valuation benchmarks are sensitive to the deal type and location but serve as an indicator of overall market trends.



The long-term forecast for the sector remains positive, but some landlords may experience challenges in the short-term. For many owners, utility consumption has increased during the pandemic as more tenants are spending an increased amount of time at home. In addition to that, the Ontario rent-freeze begins in January which will prohibit guideline increases to rent-controlled suites in 2021. Lastly, landlords will be competing with increased supply as suites become available during this time. These effects to the rental market are directly tied to the pandemic. The sector is expected to thrive in the recovery as immigration, employment and other key economic drivers are restored to normalized levels⁵.



⁴ RBC Provincial Outlook – Diverse yet Together in Experiencing Historic Recession, published September 10, 2020

⁵ Colliers, GTA Multi Family Market Report, Q3 2020



Location Overview

City of Toronto



Source: City of Toronto Interactive Map

Overview: Toronto is the capital city of the Canadian province of Ontario. It is the most populous city in Canada, a multicultural city, and the country's financial and commercial centre. The city's boundaries consist of Highway 407 to the north, Highway 401 passes through the city and connects city's western boundary to the eastern boundary. Lake Ontario is to the south of the city.

Transportation: The influx of people resulted in higher-density core development as well as suburbanization, and both increased the need for public transportation, which has a long history in this city. A major change, though, was the building of a subway system in the early 1950s. With the creation of the Metropolitan level of government in 1953 came the creation of the Toronto Transit Commission (TTC) to provide public transportation for the whole region. New subway lines and extensions were added to the system, although many were delayed because of a lack of funding. Other changes to the transit system included phasing out the trolleys. To facilitate commuter traffic for the linear spread of population along Lake Ontario, the "GO" (Government of Ontario) train service was developed in 1967 using existing freight rails. Expressways were constructed to bypass the congested downtown of Toronto; three expressways—the Gardiner Expressway (starting in the mid-1950s) along the waterfront, the Don Valley Parkway (early 1960s) to the east of the city, and the 401 Expressway (early 1970s) to the north—provided a ring road.



Toronto is home to two airports. Both were established in 1938, and each has undergone a number of upgrades to runways and terminals as well as name changes. In close proximity to the heart of the city is Toronto Island's airport—initially the Port George VI Airport, which had its name changed to Toronto City Centre Airport in 1994 and since 2009 has been known as the Billy Bishop Toronto City Airport. Toronto's international airport is located some 20 miles (30 km) to the west of the city, in the community of Malton, and therefore was called the Malton Airport until being designated Toronto International Airport in 1960 and later, in 1984, Toronto Pearson International Airport, named after Prime Minister Lester B. Pearson.

Education: Education options in Toronto reflect the diversity of its population and thereby offer a wide range of options between public and private systems as well as between English- and French-speaking schools. The public system is free, with kindergarten students starting at four years old. High-school students choose between programs of general studies leading to college or trade school options, and advanced studies lead to university entrance.

At the postsecondary level are three universities—the University of Toronto (1827), York University (1959), and Ryerson University (2002; formerly Ryerson Institute of Technology [established 1948], then Ryerson Polytechnical Institute [1963–64]). The University of Toronto is one of the top universities in Canada and is globally respected for its research. It is the largest in the country, with three campuses and some 90,000 students. There are also three colleges of applied arts and technology, the degree-granting Ontario College of Art and Design, and many private colleges, often with specialized programs.

Industry: Toronto is Canada's business and financial capital, a growing financial hub in North America, and a top ten global financial centre. Toronto's Gross Domestic Product (GDP) growth is significantly outpacing the national average. Following are the key industries in Toronto:

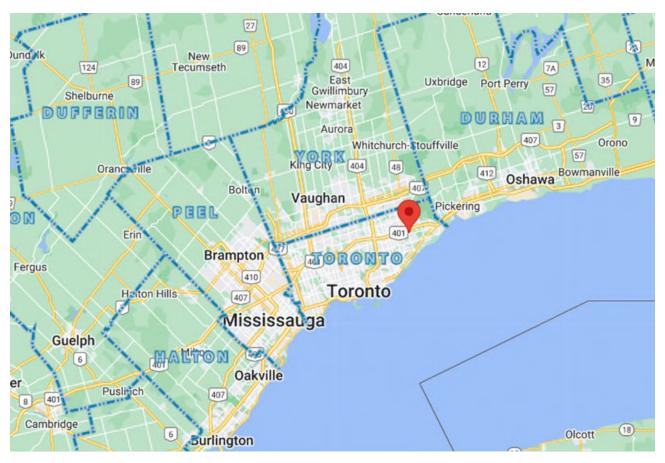
Manufacturing – As the capital of Canada's most populous province, the city has a widely diversified economy. Ontario produces more than half of Canada's manufactured goods and most of its manufactured exports. It has immense resources of raw materials—minerals, timber, water, and agricultural products.

Finance and other services – Toronto gained importance as a financial centre with the headquarters of several banks and a dominant stock exchange capitalizing on the many metal mines being opened in Canada generally and in the Canadian Shield to the north particularly. By the 1980s manufacturing jobs in Toronto had become more specialized (e.g., electronics), and the main shift was to service employment as Toronto became a major financial, administration, real estate, insurance, educational, wholesaling, retailing, and tourist destination centre. The city gained national financial supremacy housing five of the six national banks. The Toronto Stock Exchange (TSE) became part of a publicly traded company, the Toronto-based TSX Group, Inc., in 2002. The exchange adopted TSX as its abbreviation in 2004. The TSX Group also acquired the Canadian Venture Exchange (comprising the former Vancouver and Alberta stock exchanges) and the Montreal Exchange (Bourse de Montreal). TSX itself is one of the largest stock exchanges in North America in value of trading.



Neighbourhood Analysis

The Neighbourhood Analysis forms the basis of understanding and assessing the market area, microeconomic factors, including supply and demand and location-specific trends that impact the Subject Properties. Primary data sources reviewed and relied upon include, but are not limited to, CoStar and Canadian Census data.



Source: TREB Community Map

Location: The Subject Properties are in the Scarborough neighbourhood, to the east of Toronto. The subject neighbourhood's boundaries are approximately Steeles Ave E to the north, Scarborough Pickering Townline along with Rogue Park & Rogue Beach to the east, Victoria Park Ave to the west and Lake Ontario to the south.

Adjoining Properties: Adjoining properties immediately surrounding the Subject Properties are as follows:

Adjacent North	Parking Lot and Green Areas
Adjacent South	Commercial
Adjacent East	Road and Multi-Family
Adjacent West	Green Areas and Commercial



Neighbourhood Characteristics: The subject neighbourhood is largely comprised of multi-family along with industrial and office commercial real estate. Most of the Multi-Family developments are located towards east of the subject. Most of the industrial developments are located along Ontario 401 Expressway. The retail developments are more dispersed, with some larger properties located in proximity of the Subject Properties on Markham Rd and Ellesmere Rd.

	LOCAL AREA OFFICE - 1	WO-KILOMETR	ES RADIUS	
CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
A	1,096,320 SF	2014	100.0	3
В	3,030,296 SF	1988	93.8	21
С	57,856 SF	1974	96.2	8
TOTAL	4,184,472 SF	1995	95.5	32

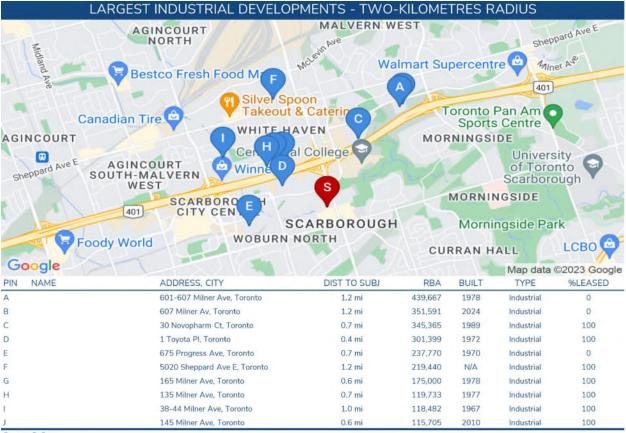
Source: CoStar

Bes	stco Fresh Food M		ggetAve	5/1	TR.	percentre	
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-	Foody-World	Midland A Ellesmere Rd	SCARBO OBURN NORTH Govardhan Thal		CUF	Morning RRAN HAI	
Ge	ogleoorset pai	Midland Are Ellesmere Rd	OBURN NORTH Govardhan Thal	*		RRAN HAI	©2023 Goog
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Go	OgleDORSET PAI NAME Consilium Place	ADDRESS, CITY 100 Consilium PI, Toronto 400 Consilium PI, Toronto 400 Consilium PI, Toronto 200 Consilium PI, Toronto	OBURN NORTH Govardhan Thal DIST TO SUBJ 0.9 mi 0.9 mi 0.9 mi 0.9 mi	RBA 403,580 375,000 375,000 348,806	BUILT 1984 2024 2024 1984	Map data CLASS B A A B B	C 2023 Goog %LEASED 73.95 100 100 100
Ga	OgleDORSET PAI NAME Consilium Place	ADDRESS, CITY 100 Consilium PI, Toronto 400 Consilium PI, Toronto 400 Consilium PI, Toronto 200 Consilium PI, Toronto 300 Consilium PI, Toronto	OBURN NORTH Govardhan Thal DIST TO SUBJ 0.9 mi 0.9 mi 0.9 mi 0.9 mi 0.9 mi 0.9 mi	RBA 403,580 375,000 375,000 348,806 346,320	BUILT 1984 2024 2024 1984 1990	Map data CLASS B A A B A B A	C 2023 Goog %LEASED 73.95 100 100 100 100
Ga	NAME Consilium Place Consilium Place Consilium Place	ADDRESS, CITY 100 Consilium PI, Toronto 400 Consilium PI, Toronto 400 Consilium PI, Toronto 200 Consilium PI, Toronto 300 Consilium PI, Toronto 300 Consilium PI, Toronto 200 Town Centre Ct, Toronto	OBURN NORTH Govardhan Thal DIST TO SUBJ 0.9 mi 0.9 mi 0.9 mi 0.9 mi 0.9 mi 1.2 mi	RBA 403,580 375,000 375,000 348,806 346,320 310,348	BUILT 1984 2024 2024 1984 1990 1984	RRAN HAI Map data CLASS B A A B A B A B B B	C 2023 Goog %LEASED 73.95 100 100 100 100 100 100
-	NAME Consilium Place Consilium Place Consilium Place Metro East Corporate Centre	ADDRESS, CITY 100 Consilium PI, Toronto 400 Consilium PI, Toronto 400 Consilium PI, Toronto 200 Consilium PI, Toronto 300 Consilium PI, Toronto 300 Consilium PI, Toronto 300 Consilium PI, Toronto 305 Milner Ave, Toronto	OBURN NORTH Govardhan Thal DIST TO SUBJ 0.9 mi 0.9 mi 0.9 mi 0.9 mi 0.9 mi 1.2 mi 0.7 mi	RBA 403,580 375,000 375,000 348,806 346,320 310,348 268,735	BUILT 1984 2024 2024 1984 1990 1984 1986	RRAN HAI Map data CLASS B A A B A B B B B	Carl Carl Carl Carl Carl Carl Carl Carl



LOCAL AREA INDUSTRIAL - TWO-KILOMETRES RADIUS						
RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES			
890,059 SF	1975	95	26			
662,328 SF	1974	100	43			
5,369,496 SF	1980	80	69			
6,921,883 SF	1979	84.2	138			
	RBA 890,059 SF 662,328 SF 5,369,496 SF	RBA YEAR BUILT 890,059 SF 1975 662,328 SF 1974 5,369,496 SF 1980	RBA YEAR BUILT PERCENT LEASED 890,059 SF 1975 95 662,328 SF 1974 100 5,369,496 SF 1980 80			

Source: CoStar





LOCAL AREA RETAIL - TWO-KILOMETRES RADIUS							
SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES			
<5,000 FT	81,231 SF	1983	100.0	29			
>5,000 FT-<20,000 FT	407,295 SF	1984	98.2	42			
>20,000 FT	2,064,970 SF	1979	97.6	17			
TOTAL	2,553,496 SF	1980	97.8	88			

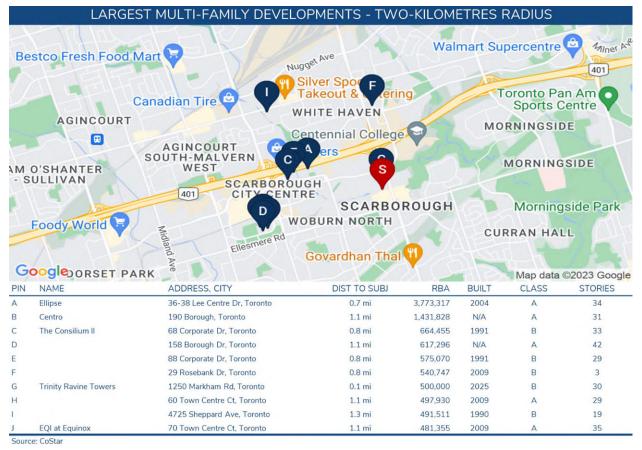
LARGEST RETAIL DEVELOPMENTS - TWO-KILOMETRES RADIUS AGINCOURT MALVERN WEST Fishman Lobster 0 Miner AS Walmart Supercentre Clubhouse Restaurant.. Bestco Fresh Food Mar Midland Kennedy GΕ 401 D ۳١ Toronto Pan Am Takeout & Catering Rd Ave **Canadian Tire** Sports Centre WHITE HAVEN AGINCOURT MORNINGSIDE В Centennial College . AGINCOURT SOUTH-MALVERN Winners MORNINGSIDE M O'SHANTER - SULLIVAN WEST BOROUGH SG н A 401 NTRE С SCARBO UGH Midland Ave Morningside Park h WOBURN NORTH Foody-World Ellesmere Rd CURRAN HALL Google Map data ©2023 Google PIN NAME ADDRESS, CITY DIST TO SUBJ RBA BUILT CLASS %LEASED A 300 Borough Dr, Toronto 1.2 mi 1,348,026 1973 В 100 В 1455-1457 Mccowan Rd, Toronto 1.1 mi 143,589 1997 В 100 C С 100 230 Town Centre Ct, Toronto 1.0 mi 84.396 1989 5085 Sheppard Ave E, Toronto C D 1.0 mi 73.113 1982 100 5060 Sheppard Ave E, Toronto в E 55,600 2002 100 1.1 mi F 43 Milner Ave, Toronto 45.010 1998 В 1.0 mi 100 G С 5000 Sheppard Ave E, Toronto 1.1 mi 42.026 1980 100 н 2056-2058 Ellesmere Rd, Toronto 0.1 mi 36,229 1976 В 100 1221 Markham Rd, Toronto 0.1 mi 30,027 1983 В 0 1 ME Living Condos 2 Meadowglen Pl, Toronto 0.3 mi 29,911 2020 В 81.81

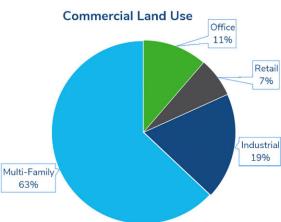
Source: CoStar



LOCAL AREA MULTI-FAMILY - TWO-KILOMETRES RADIUS							
CLASS	RBA	YEAR BUILT	UNITS	PROPERTIES			
A	9,437,741 SF	2007	5,481	14			
в	9,006,086 SF	2006	12,186	29			
C	4,826,792 SF	1971	4,001	28			
TOTAL	23,270,619 SF	1998	21,668	73			

Source: CoStar





(Source: CoStar)



Highest and Best Use Analysis

The theory of Highest and Best Use is fundamental to the concept of value. Highest and Best Use analysis identifies the most profitable, competitive use to which the property can be put. The Highest and Best Use of a property is based on the competitive forces within the market and submarket and provides the foundation for a detailed investigation of the competitive position of the Subject Properties in the minds of market participants.

Under CUSPAP, Highest and Best Use is defined as "the reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value." The following factors contribute to our Highest and Best Use conclusions.

As Vacant Analysis

In this section the Highest and Best Use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the Highest and Best Use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's 'Employment' designation include manufacturing, warehousing, distribution, wholesaling, self-storage, and a restricted range of industrial facilities.

Urban planning firm Bousfields has prepared a report—attached in the appendix—outlining legally permissible uses of the Southern Land. Their reports suggest that a zoning change would be likely for the Southern Land, and Bousfields has prepared a reasonable residential development concept. Therefore, it is concluded that legal factors are supportive of residential development at the Subject Properties.

Regarding the Northern Land, as per Bousfield's interpretation of the zoning by-law, an application for a residential redevelopment of the site with a development gross floor area of 47,000 m² has been approved. Therefore, it is concluded that legal factors are supportive of residential development at the Subject Properties.

Physically Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its Highest and Best Use. In terms of physical features, the Southern Land totals 4.259-acres (185,522 SF), it is irregular in shape and has a level topography. On the other hand, the Northern Land totals 2.40-acres, it is a rectangular shape, and has level topography. Both sites have good exposure and good overall access. There are no physical limitations that would prohibit development of any of the byright uses on the sites. Therefore, it is concluded that the physical and locational features are supportive of various forms of low, mid, and high-density mixed-use development of the Subject Properties to its Highest and Best Use as vacant on both sites.



Financially Feasible

Our analysis of the Subject Properties' real estate market revealed that a residential redevelopment of the Subject Properties would be financially feasible. Our research of various demand and supply factors signals that there is strong support for the financial feasibility of a residential redevelopment. These factors include strong condominium and apartment vacancy and absorption data, supportive demographic trends, an established track record of nearby development projects, and governmental incentives. Therefore, it is concluded that the redevelopment of the Subject Properties with a high-density residential property would be financially feasible.

Maximally Productive

Of the various uses legally permissible, physically possible, and financially feasible, the maximally productive use of the Subject Properties would be as a high-density residential redevelopment at both sites.

As Vacant Conclusion

Upon examination of the factors mentioned above, the Highest and Best Use of the Subject Properties, as if vacant, that conforms to the requirements of legally permissible, physically possible, and finically feasible, is concluded to be high density residential redevelopment, at both sites.

As Improved Conclusion

Upon examination of the factors mentioned above, the Highest and Best Use of the Subject Properties, as improved, that conforms to the requirements of legally permissible, physically possible, and finically feasible, is concluded to be high density residential redevelopment for both sites.



Valuation Approaches / Methodologies

In preparing our analysis / comments, we have considered the fact that a valuation of assets is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. It is typical to express an analysis of land and building value, as a range of values around a mid-point and any number within that range would be considered reasonable. The following approaches and methodologies represent three generally recognized approaches to valuation.

(1) Direct Comparison Approach

The Direct Comparison Approach ("DCA") consists of the collection and analysis of data relevant to actual sales of property considered comparable to the Subject Properties, which have been sold, or are listed for sale, are compared to the Subject Properties under analysis, and adjustments to the sale prices are made based on differences between the Subject Properties and the comparable sales. Adjustments are typically made for location, date of sale, building age, and quality of construction, financing, and projected income.

(2) Income Approach

The Income Approach converts anticipated future cash flows of the property into an estimate of present value. This method is based on the premise that motivation for a property purchase is a function of the anticipation of future benefits to be gained from the investment. In essence, the potential purchaser will trade the purchase price for a projected income stream to be received in the future. Conversion of the anticipated cash flow into a value indication is usually done through discounted cash flow analysis or the application of a single capitalization rate to a stabilized net income estimate.

(3) The Cost Approach

The Cost Approach requires an estimation of the costs to reproduce or replace the property's existing improvements. From the estimated cost of new improvements, accrued depreciation from physical, functional and economic sources are deducted to determine an estimated replacement cost less depreciation. The derived land value is then added to arrive at a calculation of total value.

Consideration of the Three Approaches to Value

These three approaches to calculating value are interdependent, as they may rely on components from the other approaches. The Cost Approach requires market data to estimate depreciation and determine the value of land as if vacant. This approach may also require income data to make adjustments for functional and economic obsolescence. The DCA requires the application of methods from the Income Approach to make adjustments for factors that may have influenced the sale price. The Income Approach considers market data for the selection and application of investment metrics (i.e., capitalization rates, discount rates, etc.) as well as for estimating income and expenses.



Conclusion – Selected Approaches / Methodologies

Market participants (i.e., buyers and sellers of real property) will likely consider each of the three approaches to value in the process of negotiating an acceptable purchase price for a specific property. The Subject Properties included in this report has been primarily valued using the DCA, with value being assessed on a dollar per buildable square foot basis.

Given the nature of the Subject Properties, and the considerations of a typical purchaser, neither the Cost Approach nor the Income Approach have been used to value the Subject Properties.



Direct Comparison Approach

Introduction

The DCA estimates value based on what other purchasers and sellers in the market have agreed to as price for comparable properties. This approach is based upon the principle of substitution, which states that the limits of prices, rents, and rates tend to be set by the prevailing prices, rents, and rates of equally desirable substitutes.

The DCA is a method of estimating Market Value whereby a subject property is compared with similar properties that have recently sold or are currently listed for sale. The DCA is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The reliability of this approach is dependent on the availability and verification of data, degree of comparability to the subject and absence of atypical conditions affecting the sale price. The following steps describe the applied process of the DCA.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to account for differences the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the DCA.

Some of the major elements of comparison that may merit consideration for adjustment are discussed briefly below.

<u>Real Property Rights Conveyed</u>: When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even rights to another property or properties. The property rights sold in a comparable should be similar to the property rights being appraised. Typical property rights include the fee simple interest, leased fee interest and leasehold interest.

Financing Terms: The transaction price of one property may differ from that of an identical property due to different financing arrangements. An adjustment for financing terms usually reflects non-market financing as either above or below market.

<u>Conditions of Sale</u>: The definition of market Value requires "typical motivations of buyers and sellers" where there is no duress on either party to consummate the sale. An adjustment for conditions of sale usually reflects the motivation of the buyer or seller who is under duress to complete a transaction.

<u>Market Conditions</u>: Comparable sales that occurred under market conditions different from those applicable to the subject on the effective date of value require adjustment for any differences that affect their values. An adjustment of market conditions is made if general property values have increased or



decreased since the transaction dates. Change in market conditions may result from changes in income tax laws, building moratoriums, and fluctuations in supply and demand.

Location: Location refers to the time-distance relationships, or linkages, between a property or neighbourhood and all other possible origins and destinations of people going to or coming from the property or neighbourhood. An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the Subject Properties.

Physical Characteristics: Physical characteristics may include differences for size, soils, site access, topography, quality of construction, architectural style, building materials, age, condition, functional utility, attractiveness, amenities, and other characteristics. The value added or lost by the presence or absence of an item in a comparable property may not equal the cost of installing or removing the item. The market dictates the value contribution of individual components to the value of the whole.

Economic Characteristics: Economic characteristics are the attributes of a property that directly affect its income or development potential. For development land, characteristics that typically affect a property's income generating potential include development approvals, development timing, servicing, density, improvements and various other development considerations.





Direct Comparison Approach - Southern Land

Application

Because typical purchasers would value the Subject Properties based on its future development potential, the first step of our analysis is to determine the reasonable potential buildable square footage of the Subject Properties. This process involves considering both Bousfields' development report, and comparable neighborhood development applications, to conclude on an estimated density, or FSI, for the Subject Properties. This density rate is then applied to the existing site area to compute a potential buildable square footage.

The next step is to compile sale transactions of similar real estate parcels. Key criteria of our search included similarly sized land parcels near the Southern Land that were sold on the basis of development potential. In other words, these sale comparables had existing improvements, however these would eventually be demolished to make way for development. Additionally, our sale comparables were evaluated on a dollar per buildable square foot basis. The development FSIs of the comparables were taken from architectural plans submitted to the City of Toronto's planning department, accessible through the City's online application information centre.

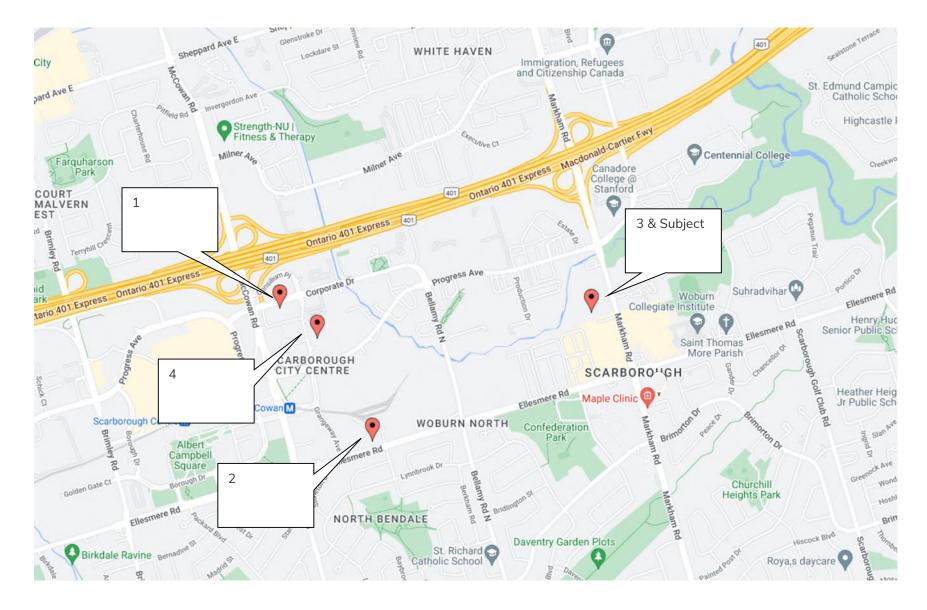
After making necessary adjustments based on the elements of comparison, we reconcile the dollar per buildable square foot rates and conclude on a value rate for the Southern Land. This concluded rate is then applied to the Southern Land's potential buildable square footage to compute the opinion of market value.



Neighbourhood Development Applications

As of V	aluation Date											
No.	Submission Date	Location	Real Estate Developer	Application No.	Туре	Land Area (ac)	Land Area (SF)	Density (FSI)	Distance from Subj.	Unit Mix	Official Plan/ Zoning	Application Status
Subject	-	1250 Markham Road	-	-	-	4.26	185,522	-	-	-	General Employment Area / M-Industrial	-
<u>Plannir</u>	g Applications											
1	Dec-19	5 Corporate Drive	Kevric	19 256766 ESC 24 SA	Site Plan Approval	3.52	153,204	4.8	2 km	778 apartment units	Parkland Dedication / CCO or CCR	Under Review
2	Nov-20	1744 Ellesmere Road	Verdiroc Development Corporation	20 214733 S45 24 TLAB	Toronto Local Appeal Body	1.46	63,618	3.8	2.5 km	242 affordable units	Urban Structure / CCO and CCR	Appeal Received by TLAB
3	Nov-13	1256 Markham Road	Global Kingdom Ministries	15 204823 ESC 38 OZ and 15 204840 ESC 38 SA	OPA & Rezoning	2.39	104,326	4.8	115 m	565 retirement home units	Mixed Use Areas/CR	Approved (9/27/18)
4	Dec-17	670 Progress Ave	Fieldgate Urban	17 277456 ESC 38 OZ	Rezoning	8.81	383,618	5.6	2.2 km	3,413 condo units	Mixed Use Areas / CCR & CCO	OMB Appeal
							Min	3.8				
							Max	5.6				
							Average	4.8				
							Median	4.8				







Recent neighbourhood development applications and proposals have generally consisted of intensification projects along the main arterial roadways and corridors. We have identified four (4) applications/proposals, summarized in the chart on the following page. Generally, these projects have proposed mixed-use development characterized by mid to high rise residential development. Floor Space Indices of these projects have ranged from approximately 3.8x to 5.6x site area. Further, these applications represent a median of 4.8x site density with an average of 4.8x site density.

In estimating a reasonably achievable buildable density range for the Southern Land, the low end of the range is established by the development application for 1256 Markham Road, which is the northern land that was previously severed from the larger parcel. This development application proposed the construction of two seniors 'life lease' residential buildings of 29 and 31 storeys, connected by a 4-storey podium. The development application had an FSI of 4.85x site area and was approved in September 2018. We believe that this development application represents the low end of the range because it is a smaller land parcel, has roughly 70 feet less frontage onto Markham Road, and was originally submitted in November 2013 thus not reflecting the current trends surrounding development intensification in the GTA.

The remaining indices are relied upon for additional perspective.

It is estimated and concluded that a range from 4.5x to 5.5x site area represents a reasonable achieve buildable density for the Southern Land. A mid-point of the range, being 5.0x site area, is estimated and concluded and is relied upon herein. The previous pages include a summary chart and location map of the four (4) development applications. Additionally, the Bousfields opinion letter and massing study further support a high-rise redevelopment of the Southern Land.



Presentation of Sale Comparables

The following comparable sales have been considered in calculating a DCA value for the Southern Land:

		IMPF	ROVED SALES	SUMMA	\RY	
	DATE	LOCATION	MUNICIPALITY	FAR	UNADJUSTED SALE PRICE	\$/SF BLD
1	6/15/2020	4121 Kingston Rd	Toronto	7.73	\$34,000,000	\$25
2	3/17/2020	1-19 Glen Watford Dr	Toronto	7.59	\$8,688,000	\$30
3	3/17/2020	4097 Lawrence Ave E	Toronto	3.93	\$6,820,000	\$19
4	12/3/2019	4158-4180 Kingston Rd	Toronto	4.02	\$4,250,000	\$25
5	10/21/2019	1221 Markham Rd	Toronto	3.90	\$20,250,000	\$25



Comp 1: 4121 Kingston Rd



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Toronto, ON Trinity Development Group Goldmanco Incorporated June 15, 2020 \$34,000,000 4.0/174,240 7.73 1,346,875 \$25 No Application 0% leased at sale

The 28,216 SF retail property located at 4121 Kingston Road in Toronto sold on June 15, 2020, for \$34M. The property transferred from Goldmanco Incorporated to Trinity Development Group.



Comp 2: 1-19 Glen Watford Dr



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Source: CoStar Toronto, ON Foody Mart L.C. Investments Ltd. March 17 2020 \$8,688,000 0.87/38,158 7.59 289,619.22 \$30 No Application Retail/Office, 100% Leased at Sale

Cheng Wei, a locally based businessman primarily associated with the local grocer Foody Mart, acquired the property at the above captioned address – at the time a 22,718 square foot retail strip plaza—for \$8.688 million, or \$382 per square foot.



Comp 3: 4097 Lawrence Ave E



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use

Toronto, ON Lindvest Hmj Homes Inc March 17 2020 \$6,820,000 2.13 / 92,570 3.93 363,800 \$19 Submitted 0% Leased at Sale

Lindvist, a locally based developer, acquired a 1.01-acres site for \$6.82 million, or \$6.752 million per acre. The site comprised two contiguous properties - 197-201 Galloway Rd & 4097 Lawrence Ave East in Toronto's Scarborough area.



Comp 4: 4158-4180 Kingston Rd



Source: CoStar

Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Toronto, ON CentreCorp Lambro Bockarov December 3, 2019 \$4,250,000 0.99 / 43,124 4.02 173,358 \$25 No Application Retail/Office, 100% Leased at Sale

This 15,500 square foot retail building located at 4180 Kingston Rd in Toronto; Ontario sold in an investment deal on December 3, 2019. The price of the sale was confirmed by the seller, buyer and public records. The building sold for \$4,250,000 or approximately \$274.19 per square foot.



Comp 5: 1221 Markham Rd



Source: CoStar

Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Buildable Square Feet (SF) Unadjusted \$/SF Bld Zoning Status at Sale Interim Use Toronto, ON Vermillion Developments Krugarand Corporation October 21, 2019 \$20,250,000 4.7 / 204,684 3.9 798,268 \$25 No Application Retail, 96% Leased at Sale

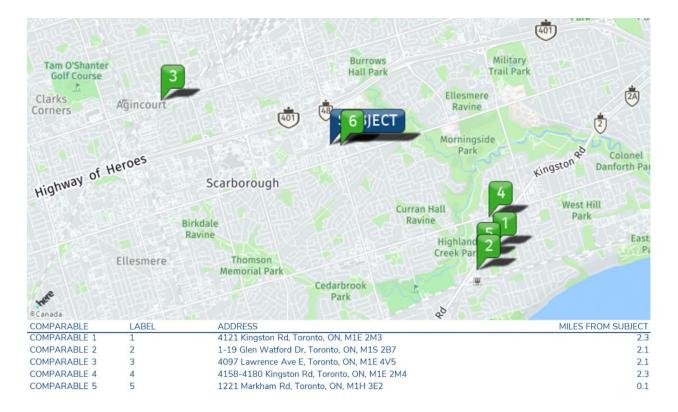
Canada Shiyand Investments acquired a 30,027 SF retail property at 1221 Markham Road in Toronto's Scarborough area for \$20.25 million, or \$674 per foot.



The following table contains a sale comparables adjustment grid, summarizing adjustments:

				IMPROVED SA	LES CO	MPARISON TABL	.E				
	SUBJECT	COMP 1		COMP 2		COMP 3		COMP 4		COMP 5	
Name	Global Kingdom Ministries (Oct 2020)	-				197 201 Galloway & 4097 Lawrence		Kingston Road Plaza		28.)	
Address	1250 Markham Rd	4121 Kingston Rd		1-19 Glen Watford Dr		4097 Lawrence Ave E		4158-4180 Kingston Rd		1221 Markham Rd	
City	Toronto	Toronto		Toronto		Toronto		Toronto		Toronto	
State	ON	ON		ON		ON		ON		ON	
Zip	M1H 2V9	M1E ZM3		M1S 2B7		M1E 4V5		M1E 2M4		M1H 3E2	
County	Toronto	-		9		Toronto		-		-	
Submarket.	Scarborough East	Scarborough-East Toronto		Scarborough-East Toronto		Scarborough		Scarborough-East Toronto		Scarborough-East Toronto	
				SAI	E INFORM	MATION					
Transaction Price		\$34,000,000		\$8,688,000		\$6,820,000		\$4,250,000		\$20,250,000	
Proposed FAR	5.00	7.73		7.59		3.93		4.02		3.90	
Transaction Price \$/SF BLD		\$25		\$30		\$19		\$25		\$25	
Market Conditions		6/15/2020	↔	3/17/2020	t	3/17/2020	t	12/3/2019	t	10/21/2019	t
otal Transactional Adjustments		\$0.42		\$0.90		\$0.56		\$1.14		\$1.35	
Adjusted \$/SF BLD		\$25.66		\$30.90		\$19.31		\$25.66		\$26.72	
				PHYS	CAL INFC	RMATION					
ocation	Average	Above Average	1	Average	4-9	Fair	11	Above Average	1	Average	4-9
Access	Average	Below Average	t	Average	***	Below Average	1	Below Average	t	Average	4-2
Close to Transit	Average	Good	11	Good	11	Average	* +	Average	*	Average	-+
and SF	185,522	174,240		38,158	1	92,570	1	43,124	1	204,684	4-2
Development Application Status at Sale	No Application	No Application	e-3	No Application	4-3	Submitted	11	No Application	4-9	No Application	<i>4</i> ->
nterim Use	Church, not income producing	0% Leased at Sale	++	Retail/Office, 100% Leased at Sale	11	0% Leased at Sale	\leftrightarrow	Retail/Office, 100% Leased at Sale	11	Retail, 96% Leased at Sale	11
otal Physical Adjustments		(\$2.57)	44	(\$7.72)	11111	\$0.00	*->	(\$3.85)	11	(\$2.67)	11
Adjusted \$/SF BLD		\$23.09	354	\$23.18	12121212121	\$19.31		\$21.81	58/0	\$24.05	





Summary of Adjustments

The comparable sales provide unadjusted unit rate indications from approximately \$18.75 per buildable square foot to \$30.00 per buildable square foot with a median of \$25.24 per buildable square foot and an average of \$24.77 per buildable square foot.

A brief discussion of the adjustments made to the comparables follows.

<u>Comp 1</u>: A nominal adjustment is warranted for the market conditions at the time of sale. Comp 1 is surrounded by single family homes, is not near any industrial property types, and benefits from proximity to many properties that residents would value, such as the Scarboro Golf Club, Cedar Ridge Park, and Maplewood High School. For these reasons, Comp 1 has a superior location compared to the Southern Land and was adjusted downwards. Additionally, Comp 1 is not located near a major 400-series highway and thus has inferior access compared to the Southern Land; the comp was adjusted upwards. Comp 1 is located within walking distance of Guildwood station. Typically, developable lands located near transit stations receive more favourable zoning treatment from land use authorities. For this reason, we have adjusted Comp 1 downwards. Overall, Comp 1 felt slightly superior to the Southern Land.

<u>Comp 2</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 2 is located within walking distance of Agincourt GO station. Typically, developable lands located near transit stations receive more favourable zoning treatment from land use authorities. For this reason, we have adjusted Comp 2 downwards. Comp 2's land area is much smaller than the Southern Land. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we



have adjusted the comparable downwards. Lastly, Comp 2 has a superior interim use that produces income compared to the Southern Land which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 2 downwards. Overall, Comp 2 felt slightly superior to the Southern Land.

<u>Comp 3</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 3 is not located near a major intersection, unlike the Southern Land which is located near the intersection of Markham and Ellesmere Road. Additionally, Comp 3 is located in the less desirable West Hill neighbourhood, compared to the Southern Land which is just north of the more affluent Bendale neighbourhood. For these reasons, Comp 3 has an inferior location and was adjusted upwards. Additionally, Comp 3 is not located near a major 400-series highway and thus has inferior access compared to the Southern Land; the comp was adjusted upwards. Comp 3's land area is much smaller than the Southern Land. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. At the time of sale, Comp 3 had an active development application with the City of Toronto to construct an 11-storey multifamily building with an FSI of 3.93. Submitting a development application requires time, effort, and money in order to prepare all the requisite documents. Because Comp 3 had already completed this process at the time of sale, we have adjusted the comparable downwards as the Southern Land has no active development application. Overall, Comp 3 felt inferior to the Southern Land.

<u>Comp 4</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 4 is surrounded by single family homes, is not near any industrial property types, and benefits from proximity to many properties that residents would value, such as the Scarboro Golf Club, Cedar Ridge Park, and Maplewood High School. For these reasons, Comp 4 has a superior location compared to the Southern Land and was adjusted downwards. Additionally, Comp 4 is not located near a major 400-series highway and thus has inferior access compared to the Southern Land; the comp was adjusted upwards. Comp 4's land area is much smaller than the Southern Land. Due to economies of scale, smaller land parcels typically trade on a higher \$/BSF basis, therefore we have adjusted the comparable downwards. Lastly, Comp 4 has a superior interim use that produces income compared to the Southern Land which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 4 downwards. Overall, Comp 4 felt inferior to the Southern Land.

<u>Comp 5:</u> An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 5 has a superior interim use that produces income compared to the Southern Land which does not have any income producing potential as a place of worship. For this reason, we adjusted Comp 5 downwards. Overall, Comp 5 felt superior to the Southern Land.

Direct Comparison Approach Conclusion for Southern Land

Given the foregoing analysis, the adjusted comparable range per buildable square foot is between \$19.31 per BSF and \$24.05 per BSF, with an average of \$22.29 per BSF and a median of \$23.09 per BSF. It should be noted that an explicit adjustment for demolition cost is not required because the sale



comparables are all improved with various structures not in its Highest and Best Use, similar to the Southern Land. Therefore, the purchasers of these sale comparables will need to incur demolition costs to bring the land to a developable state; these demolition costs are factored into the price the purchasers paid for the sale comparables.

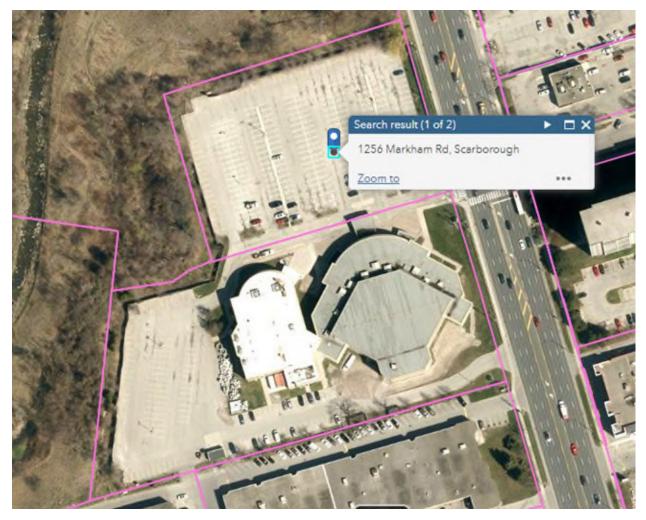
	TRANSACTION		ADJ	USTMENT			NET	GROSS
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERT	Y ²	FINAL	ADJ	ADJ
1	\$25.24	2%	\$25.66	(10%)		\$23.09	(9%)	22%
2	\$30.00	3%	\$30.90	(25%)		\$23.18	(23%)	18%
3	\$18.75	3%	\$19.31	0%		\$19.31	3%	23%
4	\$24.52	5%	\$25.66	(15%)		\$21.81	(11%)	20%
5	\$25.37	5%	\$26.72	(10%)		\$24.05	(5%)	5%
HIGH	\$30.00	5%	\$30.90	0%		\$24.05	3%	23%
AVG	\$24.77	4%	\$25.65	(12%)		\$22.29	(9%)	18%
MED	\$25.24	3%	\$25.66	(10%)		\$23.09	(9%)	20%
LOW	\$18.75	2%	\$19.31	(25%)		\$19.31	(23%)	0%
	SL	IBJECT LAND AREA (S	F)	CONCLUDED I	FSI	BUILD	ABLE SF	
		185,522	x	5.00	=	92	7,610	
		BUILDABLE SF		\$/BSF CONCLUS	SION	VA	ALUE	
		927,610	×	\$23	=	\$21,3	335,030	
	RKET VALUE (RO	UNDED)	LOW END			\$20,2	200,000	
AIR MA	RKET VALUE (RO	UNDED)	MID POINT			\$21,3	300,000	
AIR MA	RKET VALUE (RO	UNDED)	HIGH END			\$22.4	100,000	

¹Cumulative ²Additive

We have concluded at \$23 per BSF for the Southern Land, or \$21,300,000 in total dollar terms. We have placed higher reliance on Comp 5 due to its similarity to the subject. Comp 5 was most comparable to the Southern Land, and thus we concluded slightly above the average. Comp 5 rests on a similarly sized land parcel, had no zoning application at the time of sale, and is located across the street from the Southern Land. Therefore, we gave this comparable the most weight in determining our dollar per buildable square foot conclusion. However, considering COVID-19, we did not want to explicitly conclude on the same adjusted dollar per buildable square foot as Comp 5, and thus we selected a rate slightly below.



Direct Comparison Approach - Northern Land



Presentation of Sale Comparables

When searching for comparable sales, we only considered sales of vacant land which had approved residential development rezoning at the time of sale or had conditions very similar to such approval (Comp 3). The following comparable sales have been considered in calculating a DCA value for the Northern Land.

		LA	AND SALES SUN	IMARY		
	DATE OF SALE	LOCATION	MUNICIPALITY	FAR	UNADJUSTED SALE PRICE	\$/SF BLD
1	6/1/2020	168-178 Old Kennedy Rd	Markham	1.10	\$7,550,000	\$108
2	12/18/2019	165 Tapscott Rd	Toronto	1.68	\$12,500,000	\$42
3	12/14/2017	80 Dale Ave	Toronto	1.70	\$11,250,000	\$47
4	7/4/2017	3220 Sheppard Ave E	Toronto	5.30	\$9,968,000	\$48
5	6/28/2017	2933 Sheppard Ave E	Toronto	4.10	\$8,000,000	\$50



Comp 1: 168-178 Old Kennedy Rd



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Unadjusted \$/SF BLD Development Application Status at Sale

Markham, ON 2753129 Ontario Inc. (Xiao Wu) Ontario Superior Court of Justice June 1, 2020 \$7,550,000 1.46 / 63,598 1.10 \$108 Zoning approved for 16 townhomes and 48 stacked townhomes Vacant Land

Interim Use

This 1.46 acre piece of land located at 168-178 Old Kennedy Rd in Markham, Ontario sold in an investment deal on June 1, 2020. The price of the sale was confirmed by the public records. The piece of the land sold for a total of \$7,550,000. The transfer was between the Ontario Superior Court of Justice and privately held company. Development application status at the time of sale was zoning approved for 16 townhomes and 48 stacked townhomes.



Comp 2: 165 Tapscott Rd



Location
Buyer
Seller
Transaction Date
Sale Price
Land Area (Acres/SF)
Proposed FSI or Density
Unadjusted \$/SF BLD
Development Application Status at Sale

Source: CoStar

Toronto, ON Ambria Group Insoho Developments Corp December 18, 2019 \$12,500,000 4.09/178,152 1.68 \$42 Zoning notice of approval conditions issued at time of sale for townhouse development Vacant Land

Interim Use

On December 18, 2019, the 4.09 acre plot of land at 165 Tapscott Rd, in Toronto, Ontario, was sold for \$12,500,000 or \$42 per buildable square foot. The property transferred from Insoho Developments Corp to Ambria Group. At the time of sale, the property had received a "zoning notice of approval conditions" statement regarding an application for a townhouse development. While not completely de-risked from a land entitlement perspective, this statement indicates that the application is well advanced and only requires the final statement of approval from the City Planning Division.



Comp 3: 80 Dale Ave



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Unadjusted \$/SF BLD Development Application Status at Sale Source: CoStar

Toronto, ON Podium Developments City of Toronto (CreateTO) December 14, 2017 \$11,250,000 3.22/140,263 1.70 \$47 Zoning not submitted at time of s

Zoning not submitted at time of sale; however, the purchaser bought the land from the City of Toronto, & the purchaser's plans were known at the time of sale (2 multi-family towers) Vacant Land

Interim Use

On December 14, 2017, the 3.22 acre plot of land at 80 Dale Ave, in Toronto, Ontario, was sold for \$11,250,000 or \$47 per buildable square foot. The property transferred from the City of Toronto to Podium Developments. Zoning was not submitted at the time of sale; however, the purchaser bought the land from the City's CreateTO agency, which has a stated mandate to "manage the City's real estate portfolio, develop City buildings and lands for municipal purposes and provide real estate solutions to City divisions, agencies and corporations". Therefore, it is a fair assumption that some discussions surrounding a potential development between the buyer and seller occurred before the sale date and subsequently impacted the sale price. Furthermore, at the time of sale the buyer's informal plans were known which involved the development of two multifamily towers, as per CoStar reporting.



Comp 4: 3220 Sheppard Ave E



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Unadjusted \$/SF BLD Development Application Status at Sale Source: CoStar

Toronto, ON Quadcam Development Parsa Realty Corp July 4, 2017 \$9,968,000 0.90/39,204 5.3 \$48 Zoning approved at time of sale for high rise residential building Vacant Land

Interim Use

On July 4, 2017, the 0.90 acre plot of land at 3220 Sheppard Ave E, in Toronto, Ontario, was sold for \$9,968,000 or \$48 per buildable square foot. The property transferred from Parsa Realty Corp to Quadcam Development. At the time of sale, a development application was approved permitting the construction of a high rise residential building.



Comp 5: 2933 Sheppard Ave E



Location Buyer Seller Transaction Date Sale Price Land Area (Acres/SF) Proposed FSI or Density Unadjusted \$/SF BLD Development Application Status at Sale Source: CoStar

Toronto, ON Times Group Corporation Canada Haixin International Group Inc June 28, 2017 \$8,000,000 0.90/39,387 4.10 \$50 Zoning approved at time of sale for 18 storey condo building Condo sales office

Interim Use

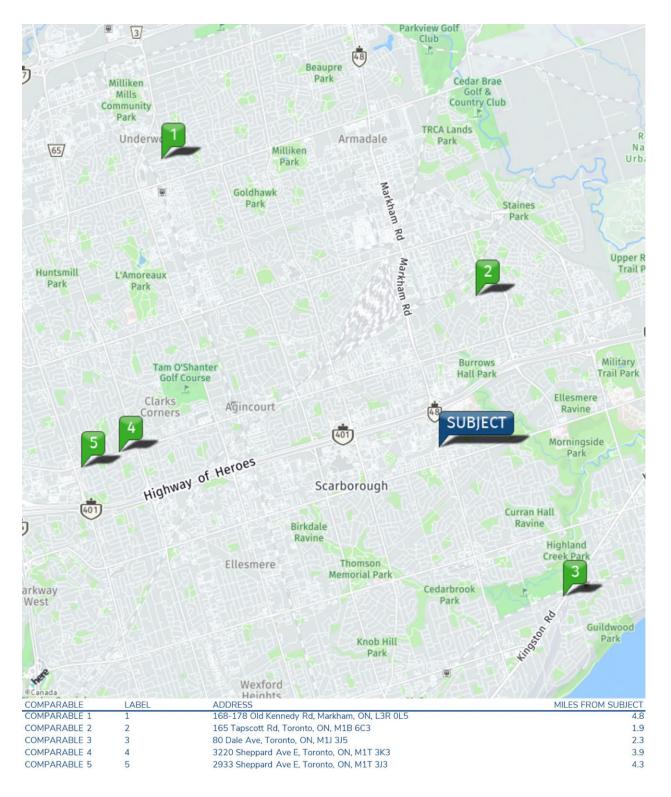
On June 28, 2017, the 0.90 acre plot of land at 2933 Sheppard Ave E, in Toronto, Ontario, was sold for \$8,000,000 or \$50 per buildable square foot. The property transferred from Canada Haixin International Group Inc to Times Group Corporation. At the time of sale, a development application was approved to construct an 18 storey condo building.



The following table contains a sale comparables adjustment grid, summarizing adjustments:

				LAND SALE	ES COM	PARISON TABLE					
	SUBJECT	COMP 1		COMP 2		COMP 3		COMP 4		COMP 5	
Address	1256 Markham Rd	168-178 Old Kennedy Rd		165 Tapscott Rd		80 Dale Ave		3220 Sheppard Ave E		2933 Sheppard Ave E	
City	Toronto	Markham		Toronto		Toronto		Toronto		Toronto	
State	ON	ON		ON		ON		ON		ON	
(ip	M1H 2V9	L3R 0L5		M1B 6C3		M1J 3J5		M1T 3K3		M1T 3J3	
Submarket	Scarborough East	Markham		Scarborough		Scarborough		Scarborough		Scarborough	
Parcel	19 01 052 880 05901	193602012609650		190112520600400		190107242000103		190110227006600		190110108001000	
				SA	LE INFO	RMATION	ألجهاني				
ransaction Price		\$7,550,000		\$12,500,000		\$11,250,000		\$9,968,000		\$8,000,000	
Proposed FAR	4.85	1.10		1.68		1.70		5.30		4.10	
ransaction Price S/SF BLD		\$108		\$42		\$47		\$48		\$50	
farket Conditions		6/1/2020	\leftrightarrow	12/18/2019	Ť	12/14/2017	11	7/4/2017	† †	6/28/2017	$\uparrow\uparrow$
otal Transactional Adjustme	ents	\$2	1000	\$2		\$7		\$9		\$9	
djusted \$/SF BLD		\$110		\$44		\$54		\$57		\$59	
					SICAL INI	ORMATION					
ocation	Average	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow
Access	Average	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow	Average	\leftrightarrow
								5 Min Drive from Agincourt GO		5 Min Drive from	
lose to Transit	Average	Close to Milliken GO Station	11	Inferior	<u> </u>	Close to Guildwood GO Station	11	Station	1	Agincourt GO Station	Ţ
and SF	104.326	63.598	11	178,152	t1	140.263	+	39,204	11	39,387	11
and Sr	104,520	63,538	++	176,152	11	140,265	1	35,204	++	33,307	++
	Zoning approved on			Zoning notice of approval		Zoning not submitted at time of sale, however the purhcaser bought the land from the City of Toronto. & the purchaser's plans				Zoning approved at	
Development Application		Zoning approved for 16 townhomes and 48		conditions issued at time of sale		were known at the time of sale (2		Zoning approved at time of sale		time of sale for 18	
Status at Sale	FAR development.	stacked townhomes	\leftrightarrow	for townhouse development	<u>†</u> 1	multi family towers)	11	for high rise residential building	\leftrightarrow	storey condo building	\leftrightarrow
nterim Use	Parking lot for the church	Vacant Land	\leftrightarrow	Vacant Land	\leftrightarrow	Vacant Land	\leftrightarrow	Vacant Land	\leftrightarrow	Condo sales office	\leftrightarrow
Total Physical Adjustments		(\$22)	11111	\$18	tt.	\$14	<u>††</u>	(\$9)	11	(\$9)	11
Adjusted \$/SF BLD		\$88		\$62		\$68	11	\$48		\$50	







Summary of Adjustments

The comparable sales provide unadjusted unit rate indications from approximately \$42 per buildable square foot to \$108 per buildable square foot, with a median of \$48 per buildable square foot and an average of \$59 per buildable square foot.

A brief discussion of the adjustments made to the comparables follows.

<u>Comp 1</u>: A nominal adjustment was warranted to account for the market conditions at the time of sale. Comp 1 is close to Milliken GO Station which makes it superior and was adjusted downward. Typically, developable lands located near transit stations receive more favourable zoning treatment from land use authorities. Additionally, Comp 1's land area is much smaller than the Northern Land which warranted a downward adjustment due to economies of scale. Overall, Comp 1 is superior to the Northern Land.

<u>Comp 2</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. This comparable is not located near any transit stations, and therefore requires an upwards adjustment (Northern Land is close to Scarborough Centre subway station). Additionally, Comp 2's land area is higher than the Northern Land which requires an upwards adjustment for size (economies of scale). Comp 2 did not have fully approved zoning at the time of sale, and therefore an upwards adjustment for status is required. Overall Comp 2 is superior to the Northern Land.

<u>Comp 3</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 3 is close to Guildwood GO Station, and therefore required a downwards adjustment. Comp 3's land area is slightly higher than the Northern Land, therefore we have adjusted the comparable upward. Lastly, zoning was not submitted at the time of sale, and while we have previously mentioned the circumstances surrounding this purchase which indicate a possible development, there are no approvals in place. Therefore, because of the land entitlement risk, we have adjusted this comparable upwards. Overall Comp 3 felt superior to the Northern Land.

<u>Comp 4</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 4 is a 5 minute drive from Agincourt GO station. Therefore, we have adjusted the comparable downward, but not to the same degree as other comparables which were walking distance from GO stations. Comp 4's land area is much smaller than the Northern Land and therefore we have adjusted the comparable downwards. At the time of sale, Comp 4 had zoning approved for a high rise residential building. Overall, Comp 4 felt slightly inferior to the Northern Land.

<u>Comp 5</u>: An upwards adjustment was warranted to account for the inferior market conditions at the time of sale. Comp 5 is a 5 minute drive from Agincourt GO station. Therefore, we have adjusted the comparable downward, but not to the same degree as other comparables which were walking distance from GO stations. Comp 5's land area is much smaller than the Northern Land and therefore we have adjusted the comparable downwards. At the time of sale, Comp 5 had zoning approved for the development of an 18 storey condo building. Overall, Comp 5 felt slightly inferior to the Northern Land.

	TRANSACTION		ADJUSTMENT							
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERT	Y ²	FINAL	ADJ	ADJ		
1	\$108	2%	\$110	(20%)		\$88	(19%)	22%		
2	\$42	5%	\$44	40%		\$62	48%	44%		
3	\$47	15%	\$54	25%		\$68	45%	60%		
4	\$48	19%	\$57	(15%)		\$48	0%	33%		
5	\$50	18%	\$59	(15%)		\$50	0%	33%		
HIGH	\$108	19%	\$110	40%		\$88	48%	60%		
AVG	\$59	12%	\$65	3%		\$63	15%	38%		
MED	\$48	15%	\$57	(15%)		\$62	096	33%		
LOW	\$42	2%	\$44	(20%)		\$48	(19%)	0%		
		SUBJECT LAND AREA (S	F)	APPROVED F	SI	BUILD	ABLE SF			
		104,326	×	4.85	-	50	5,982			
		BUILDABLE SF		\$/BSF CONCLUS	SION	VA	ALUE			
		505,982	x	\$55	=	\$27,8	329,014			
FAIR MARKET	VALUE (ROUNDED)		LOW END			\$26,4	100,000			
FAIR MARKET	VALUE (ROUNDED)		MID POINT			\$27,8	300,000			
FAIR MARKET	VALUE (ROUNDED)		HIGH END			\$29,2	200,000			

Direct Comparison Approach Conclusion for Northern Land

¹Cumulative ²Additive

We have concluded at \$55 per buildable square foot for the Northern Land, or \$27,800,000 in total dollar terms. We have placed higher reliance on Comp 1 as it was transacted in June 2020 (post COVID-19) and at the time of sale, zoning was approved. However, because of COVID-19 and the fallout described in our economic overview, we wanted to conclude below the average to recognize the reduced buyer pool.



Final Value Reconciliation

The DCA is presented within this appraisal in the form of a point estimate, on a CAD \$/BSF basis. This metric is highly dependent on the property's development density, or FSI.

In summary, the FSI, buildable area and value conclusion based on CAD \$/BSF is considered a primary value indicator and was given primary emphasis.

RECONCILIATION OF VALU	ES
Interest	Fee Simple Interest
Valuation Date	October 1, 2020
Southern Land (Currently used as chu	urch)
Zoning status at time of application	N/A (used as church)
Highest and Best Use	Residential Development
Kroll's Estimated FSI	5 *
Subject Site (acres)	4.26
Subject Buildable Square Feet	927,610
Kroll's Price per Buildable Square Foot	\$23.00
Kroll's Fair Market Value (Rounded)	\$21,300,000

approved for two high rise residential towers
Residential Development
4.85
2.40
505,982
\$55.00
\$27,800,000

*Based on consultations with Bousfields

Subject to Ordinary Assumptions, Limiting Conditions, and Extraordinary Assumptions. See pages 10 and 70 herein.

The Northern Land which is roughly half the size of the Southern Land, has a fair market value that is \$6.5M higher due to the following two reasons.

Firstly, as of the Valuation Date, the Northern Land has fully approved zoning permitting a high density residential development. On the other hand, the Southern Land development application has not even been submitted so far as it is currently operating as a church. Therefore, for a potential purchaser, there is more development risk in the Southern Land which may manifest in approval delays, soft cost overruns, and



potentially the rejection of the application. The potential purchaser would apply a discount based on these land entitlement risks and pay less on a per square foot basis compared to the Northern Land which has approved zoning.

Secondly, economies of scale play a factor in the delta. As a property increases in land size, all else being equal, the dollar per buildable square foot rate that a purchaser would be willing to pay decreases. This is due to a multitude of factors including increased development risk and complexity in development configuration over the larger plot. Therefore, because the Southern Land is a much larger plot, due to economies of scale we can expect a lower dollar per buildable square foot rate compared to the Northern Land, all else equal.



General Assumptions and Limiting Conditions

This appraisal report is subject to the following general assumptions and limiting conditions:

- No investigation has been made of, and no responsibility is assumed for, the legal description or for legal matters including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is further assumed to be free and clear of liens, easements, encroachments and other encumbrances unless otherwise stated, and all improvements are assumed to lie within property boundaries.
- 2. Information furnished by others, upon which all or portions of this report are based, is believed to be reliable, but has not been verified in all cases. No warranty is given as to the accuracy of such information.
- 3. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, provincial, or national government or private entity or organization have been, or can readily be obtained, or renewed for any use on which the value estimates provided in this report are based.
- 4. Full compliance with all applicable federal, provincial and local zoning, use, occupancy, environmental, and similar laws and regulations is assumed, unless otherwise stated.
- 5. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions, which occur subsequent to the appraisal date hereof.
- 6. Responsible ownership and competent property management are assumed.
- 7. The allocation, if any, in this report of the total valuation among components of the property applies only to the program of utilization stated in this report. The separate values for any components may not be applicable for any other purpose and must not be used in conjunction with any other appraisal.
- 8. Areas and dimensions of the property were obtained from sources believed to be reliable. Maps or sketches, if included in this report, are only to assist the reader in visualizing the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.
- 9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that affect value. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 10. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions.
- 11. Neither Kroll REAG nor any individuals signing or associated with this report shall be required by reason of this report to give further consultation, to provide testimony or appear in court or other legal proceedings, unless specific arrangements thereto for have been made.
- 12. This appraisal has been made in conformance with, and is subject to, the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute of Canada.
- 13. We have not been engaged nor are we qualified to detect the existence of hazardous material, which may or may not be present on or near the property. The presence of potentially hazardous substances such as asbestos, urea-formaldehyde foam insulation, industrial wastes, etc. may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on, in, or near the property that 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. The client should retain an expert in this field if further information is desired.



14. The date of value to which the conclusions and opinions expressed in this report apply is set forth in the opinion letter at the front of this report.



General Definitions⁶

Assessed Value

ADVISORY GROUP

KR

- 1. A value set on real estate and personal property by a government as a basis for levying taxes. (IAAO)
- 2. The monetary amount for a property as officially entered on the assessment roll for purposes of computing the tax levy. Assessed values differ from the assessor's estimate of actual (market) value for three major reasons: fractional assessment ratios, partial exemptions, and decisions by assessing officials to override market value. The process of gathering and interpreting economic data to provide information that can be used by policymakers to formulate tax policy. (IAAO)

Easement

An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.

Effective date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

Fee simple estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Marketing time

- 1. The time it takes an interest in real property to sell on the market sub-sequent to the date of an appraisal.
- 2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

Short Narrative Appraisal Report

A written appraisal report prepared under Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP, 2020-2021 ed.). An appraisal report sets forth the data considered, the appraisal procedures followed, and the reasoning employed in the appraisal, addressing each item in the depth and detail required by its significance to the appraisal and providing sufficient information so that the client and the users of the report will understand the appraisal and not be misled or confused.

Appraisal report

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

Addenda

A written report prepared under Standards Rule 2-2(a) or 8-2(a). An appraisal report contains a summary of all information significant to the solution of the appraisal problem. The essential difference between a restricted appraisal report and an appraisal report is the level of detail of presentation.

Use value

In real estate appraisal, the value a specific property has for a specific use; may be the Highest and Best Use of the property or some other use specified as a condition of the appraisal; may be used where legislation has been enacted to preserve farmland, timberland, or other open space land on urban fringes.

Value "as is"

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Appendix

Appendix A – Bousfields Planning Report



August 24, 2023

Project No. 23124

Alan Merskey Cassels Brock & Blackwell LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance Street Toronto, ON M5H 0B4

Dear Mr. Merskey,

Re: Planning Opinion Letter 1250 Markham Road

As requested, we are pleased to provide you with our planning opinion regarding the development potential of the property municipally known as 1250 Markham Road (the "subject site") as of April 16, 2021 (the "effective date").

As discussed in detail below, as of the effective date, it is our opinion that redevelopment of the subject site for a residential/mixed-use development consisting of three tall residential buildings with heights of up to 33 storeys, together with a 4storey podium including ground floor retail and service commercial uses and office/institutional uses on the upper floors, would have been appropriate and supportable from a land use planning perspective, and would likely have been approved.

As set out in detail below, such a redevelopment would have necessitated the submission of an employment land conversion request prior to August 3, 2021. In our opinion, it is likely that the conversion request would have been approved by the City and/or the Province. Upon approval of the conversion request, it is likely that the City would have approved a subsequent rezoning application to permit a residential/mixeduse development as described above.

In the alternative, the subject site would have had potential for continuation of the existing place of worship uses, together with an expansion thereto, in accordance with the as-of-right zoning. In addition, subject to a rezoning, the subject site could have been redeveloped for a wide range of non-residential uses, including office uses, retail and service commercial uses and industrial/warehousing uses.

Site and Surroundings

The subject site is located on the west side of Markham Road, immediately south of its intersection with Tuxedo Court and approximately 250 metres north of Ellesmere

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Road. The subject site is generally rectangular in shape, with an area of approximately 1.72 hectares (17,236 square metres). It has a frontage of approximately 93.5 metres along Markham Road and a depth ranging from approximately 167.1 metres along its northerly property line to approximately 205.1 metres along its southerly property line.

The subject site is currently developed with a 2-storey place of worship with a gross floor area of 7,397 square metres occupied by Global Kingdom Ministries, as well as an associated surface parking lot. The place of worship building is located on the easterly portion of the subject site, with the primary surface parking area located to the west of the building and a smaller surface parking area to the south of the westerly portion of the building. The parking lot is set back approximately 8.0 metres from the west property limit and 4.5 metres to 8.5 metres from the north property limit, with a retaining wall along its edge.

Beyond the parking lot to the north and west are lands associated with the East Highland Creek valley, which are included within the Toronto Region Conservation Authority (TRCA) Regulation Limit and the City of Toronto Ravine and Natural Feature Protection By-law. The TRCA Regulation Limit extends into the existing parking lot area by approximately 5-10 metres.

The subject site is served by two driveways from Markham Road. The northerly driveway is shared with the adjacent property to the north at 1256 Markham Road and is subject to mutual easements in favour of each property. It intersects with Markham Road at a signalized intersection opposite Tuxedo Court, and offers full-moves access to and from Markham Road. The shared driveway runs east-west along the northerly limit of the subject site. The driveway easement on the adjacent 1256 Markham Road property (Part 3 on Reference Plan 66R-31325) is stratified (i.e. above-grade only).

The southerly driveway is located just north of the south property limit and allows fullmoves access to Markham Road. It is unsignalized.

The subject site is located within the Woburn North neighbourhood, in central Scarborough. The neighbourhood is generally bounded by Highway 401 to the north, East Highland Creek and Markham Road to the east, Ellesmere Road and Lawrence Avenue East to the south, and McCowan Road to the west. The Woburn North neighbourhood is characterized by a mix of commercial uses and high-rise apartment buildings clustered in a node around the Markham/Ellesmere intersection, with lowrise employment uses in the northwest quadrant of Markham and Ellesmere and lowrise residential neighbourhoods to the east and southwest beyond the Markham/Ellesmere node.

The employment area in the northwest quadrant of Markham and Ellesmere is generally occupied by light industrial uses, with commercial uses and hotels located

Addenda



to the north along Markham Road and mixed industrial-commercial buildings fronting on Ellesmere Road. There are no manufacturing uses in proximity to the subject site.

The following provides an overview of the immediate surroundings.

North: To the immediate north of the subject site is a surface parking lot which serves the place of worship, and is served by the shared mutual driveway from Markham Road. As set out below, the property was severed from the subject site and is now municipally known as 1256 Markham Road. The 1256 Markham Road property is approximately 9,687 square metres in size and, as described in detaillater in this letter, has been rezoned to permit 29- and 31-storey residential towers connected by a 4storey podium.

Abutting the 1256 Markham Road property to the north are vacant lands at 1260 Markham Road, which were conveyed to the TRCA to accommodate a previously planned extension of Bushby Drive easterly to Markham Road. To the north of 1260 Markham Road is a free-standing 2-storey commercial building and surface parking lot at 1280 Markham Road occupied by a McDonald's restaurant and drive-through.

Further to the north, at the southwest corner of Markham Road and Progress Avenue, is a vacant lot which includes the channel of the East Highland Creek (905 Progress Avenue). To the west, along the south side of Progress Avenue, is a one-storey structure at 895 Progress Avenue used for utility purposes (a hydro substation). Further west is a 5-storey office building at 885 Progress Avenue which backs onto the East Highland Creek.

East: To the immediate east of the subject site, at the southeast corner of Markham Road and Tuxedo Court, is an older slab-style 15-storey apartment building at 10 Tuxedo Court. Further to the east are four other 15-storey apartment buildings fronting on Tuxedo Court (20, 30, 40 and 50 Tuxedo Court).

At the northeast comer of Markham Road and Tuxedo Court is a one-storey commercial building occupied by a Tim Hortons restaurant at 60 Tuxedo Court, to the north of which are a one-storey commercial building occupied by a grocery store at 1255 Markham Road and a 13-storey apartment building at 1275 Markham Road.

To the southeast of the subject site, south of the 10 Tuxedo Court building, is a singlestorey commercial plaza containing a range of non-residential uses, including restaurants, medical offices and personal service shops, as well as surface parking (1221 Markham Road). The site was rezoned in 2011 to permit three residential towers with heights of 25 storeys along Markham Road and 20 and 26 storeys within the interior portion of the site, together with a new public road, resulting in a density of 3.29 FSI. As of the effective date, a Site Plan Approval application was under review



which provided for an increase in the height of the tower fronting on Markham Road to 30 storeys and an increase in the proposed density to 3.89 FSI.

To the south of 1221 Markham Road are two 16-storey apartment buildings at 2180 and 2190 Ellesmere Road. The westerly building at 2180 Ellesmere Road fronts on Markham Road. To the south is a Shell gas station, located at the northeast corner of the Markham/Ellesmere intersection (1201 Markham Road).

South: To the immediate south of the subject site are two single-storey industrialcommercial multiple unit buildings at 1210 and 1220 Markham Road. The building at 1220 Markham Road is set back approximately 12.5 metres from its north property line abutting the subject site, with individual units facing north toward a driveway and a single row of parking serving the units. As of the effective date, the units included Canada Japanese Auto Parts and Wedding Event Shop.

To the southwest, the subject site abuts similar single-storey industrial-commercial buildings at 2030-2040 Ellesmere Road and 2050-2060 Ellesmere Road, which are served by an interconnected driveway system which connects with the northerly driveway serving 1220 Markham Road. The buildings include tenants such as Anig Windows and Nortel Manufacturing office and showroom at 2040 Ellesmere Road, Discounter's Pool and Spa Warehouse at 2050 Ellesmere Road and Home Essentials clearance centre at 2056 Ellesmere Road.

Further to the south, at the northwest corner of the Markham/Ellesmere intersection, are 3-storey and 5-storey office buildings at 1200 Markham Road and 2100 Ellesmere Road, respectively.

To the south of Ellesmere Road along both sides of Markham Road are a number of existing and proposed residential/mixed-use developments including tall buildings. The lands at the southeast corner of Markham Road and Ellesmere Road are the subject of a rezoning application submitted on March 1, 2021 to permit four buildings of 36, 34, 19 and 6 storeys with an overall density of 6.68 FSI (1125-1137 Markham Road and 2141 Ellesmere Road).

Further south is an approved development consisting of four buildings with heights of 28, 28, 16 and 14 storeys and stacked townhouses with an overall density of 5.69 FSI (1-2 and 30-40 Meadowglen Place) and an approved 34-storey mixed use building with a density of 9.26 FSI (1021-1035 Markham Road). As of the effective date, the northerly 28-storey and 16-storey buildings at Meadowglen Place had been completed and the southerly 28-storey and 14-storey buildings were under construction.

On the west side of Markham Road south of Ellesmere is an older slab-style 19-storey apartment building.

Addenda



West: To the immediate west of the subject site are the East Highland Creek valley lands, which extend west to Bellamy Road North and are approximately 80-110 metres wide adjacent to the subject site. To the northwest, on the opposite side of the valley, are a number of industrial and commercial buildings along Production Drive, including a one-storey building at 70 Production Drive backing onto the valley lands (A.T. Designs), followed by a one-storey building at 80 Production Drive (Penske Truck Rental) and a one-storey multi-unit industrial-commercial building at 90-128 Production Drive. Along the west side of Production Drive are four low-rise commercial and industrial buildings at 20-30, 40, 50-52 and 60 Production Drive.

There are a number of proposed and approved development applications within the vicinity of the subject site. Table 1 below summarizes the active development applications as mentioned in the paragraphs above:

Address	Proposed Use	Height	Status
1250 Markham Road (Subject Site)	Existing place of worship (and approved parking garage)	2 storeys existing (5- level garage)	Approved (By-law 865-2019(LPAT))
1221 Markham Road	Three residential buildings	20, 26 and 30 storeys	Proposed
1125-1137 Markham Road and 2141 Ellesmere Road	Four residential buildings	6-36 store ys	Proposed
1-2 and 30-40 Meadowglen Place	Four residential buildings and stacked townhouses	14-28 storeys	Approved/under construction
1021-1035 Markham Road	Mixed Use Building	34 storeys	Approved

Transportation Context

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With respect to transit, the subject site has access to a number of existing surface transit routes, including the following:

 102 Markham Road: the 102 Markham Road bus route generally runs in a north-south direction from Major Mackenzie Drive East in the north to the Warden subway station in the south. The bus route is part of the TTC's 10minute network and operates every 10 minutes or less during the day and into the evening on weekdays and every 12 minutes or less on Saturdays and



Sundays. Northbound and southbound stops are located at the intersection with Tuxedo Court, immediately adjacent to the site.

- 902 Markham Road Express: the 902 Markham Road Express bus route generally runs in a north-south direction from Morningside Avenue at Passmore Avenue in the north to Warden subway station in the south. The bus route operates an express service on weekdays. The subject site is located approximately 190 metres from the southbound stop at Progress Avenue, and approximately 230 metres from the southbound stop at Ellesmere Road.
- 134 Progress: the 134 Progress bus route generally runs in a north-south direction from Baldoon Road at Finch Avenue East to the Scarborough Centre RT station. The bus route runs every 15 to 20 minutes on weekdays, and every 20 minutes on Saturdays and Sundays. The subject site is located approximately 275 metres walking distance from the southbound stop at Progress Avenue and Markham Road.
- 913 Progress Express: the 913 Progress Express bus route generally runs in an east-west direction from Centennial College at Progress Avenue to Scarborough Centre Station. The bus route operates on an express bus service. The subject site is located approximately 275 metres from the southbound stop at Progress Avenue and Markham Road.
- 95 York Mills: the 95 York Mills bus route generally runs in an east-west direction from the York Mills subway station to the intersection of Kingston Road and Rylander Boulevard. The bus route is part of the TTC's 10-minute network and operates every 10 minutes or less during the day and into the evening 7 days a week. The subject site is located approximately 250 metres walking distance from the westbound stop at Ellesmere Road and Markham Road.
- 38 Highland Creek: the 38 Highland Creek bus route generally runs in an east-west direction from the Scarborough Centre RT station to the Rouge Hill GO station. The bus route runs every 12 to 15 minutes, each day of the week. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 133 Neilson: the 133 Neilson bus route generally runs in a north-south direction from Finch Avenue East and Morningside Avenue to the Scarborough Centre RT station. The bus route runs every 10 to 13 minutes weekdays, and every 12 to 15 minutes on Saturdays and Sundays. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 995 York Mills Express: the 995 York Mills Express bus route generally runs in an east-west direction from York Mills Station to University of Toronto Scarborough Campus. The bus route operates an express bus service on weekdays. The subject site is located approximately 250 metres from the westbound stop at Markham Road and Ellesmere Road.

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TTC Subway Line 3 - Scarborough

The subject site is located approximately 1.3 kilometres from McCowan Station, the terminus station on TTC Line 3 – Scarborough RT. Line 3 connects to TTC Line 2 – Bloor-Danforth, which provides service to various areas in the City of Toronto.

GO Transit

The 41 GO Bus Route runs in an east-west direction generally from the Pickering GO station to the Hamilton GO Centre. The subject site is located approximately 690 metres from the Centennial College GO stop located at Centennial College, to the northeast.

Durham-Scarborough BRT

The proposed Durham-Scarborough Bus Rapid Transit (BRT) line will run approximately 36 kilometres in an east-west direction from Downtown Oshawa and Ontario Tech University in the east to Scarborough City Centre in the west, and will run along Ellesmere Road in Toronto and along Highway 2 in Durham Region. The subject site is located approximately 250 metres north of the proposed Markham Road BRT stop, located at the intersection of Markham Road and Ellesmere Road.

Background

In 2005 and 2010, two Site Plan Approval (SPA) applications (File Nos. 05 179341 ESC 38 SA and 10 109204 ESC 38 SA, respectively) were submitted in order to permit the development of the subject site with a place of worship and subsequent additions including a recreational facility with a gymnasium and community access rooms. The applications were approved on July 4, 2007 and August 7, 2012, respectively.

In 2014, a further SPA application (File No. 14 117859 ESC 38 SA) was submitted to permit the construction of two additions to the existing place of worship building. The application was reviewed by City Planning and commenting divisions and agencies, but is currently inactive.

2011 Official Plan Review/Municipal Comprehensive Review

Five years after the current (2006) City of Toronto Official Plan came into force, the City commenced an Official Plan Review/Municipal Comprehensive Review in May 2011, which included a comprehensive review of the Official Plan's employment policies and lands designated *Employment Areas*. On November 20, 2013, the owner of the subject site (Global Kingdom Ministries) wrote to the City as part of the Municipal Comprehensive Review to request that the property municipally at 1250 Markham Road (including the lands now known as 1256 Markham Road) be redesignated from *Employment Areas* to permit a mixed-use residential and retail development permission for the property. As outlined in the letter, the purpose of the request was to permit the development of a "life-lease" seniors' residential complex with street level retail on the northern portion of the property that would focus on the church congregation and the local community.

A supplementary City Planning staff report dated December 12, 2013 included an evaluation of the employment conversion request for 1250 Markham Road and recommended that the northerly half of the property be redesignated to *Mixed Use Areas*, with a Site and Area Specific Policy No. 450, which among other things permitted only a residential building for senior citizens on the north half of the property (Parcel 'A') and a place of worship and ancillary community facility and recreational uses on the south half of the property (Parcel 'B'). Additional details regarding SASP 450 are set out in the following section.

The staff report concluded that:

"Given the site specific characteristics and its location on a major road, it is staffs opinion that the requested conversion will not adversely affect the overall viability of the larger Employment Area extending west of the Highland Creek lands or along Progress Avenue. Staff support the request to construct a seniors residence on the northerly portion of the parcel, and a new Site and Area Specific Policy is proposed to be added to Chapter 7 to permit a seniors residence on the existing church parking lot."

On December 18, 2013, City Council adopted Official Plan Amendment 231 (OPA 231) which established updated policies for economic health, employment lands and designations. At the same meeting, City Council considered a number of requests to convert various employment lands throughout the City to introduce additional uses beyond the permitted employment uses. With respect to the 1250 Markham Road property, City Council adopted the staff recommendation regarding the conversion request by redesignating the northerly half of the property to *Mixed Use Areas* and by adding Site and Area Specific Policy 450 (SASP 450). The southern portion of the property (i.e. the subject site) was redesignated to *General Employment Areas*.

OPA 231 was approved by the Minister of Municipal Affairs and Housing in July 2014 and the decision was subsequently appealed to the Ontario Municipal Board (OMB), now known as the Ontario Land Tribunal (OLT).



On June 22, 2015, the OMB issued an order partially approving OPA 231, bringing into effect the *Mixed Use Areas* designation for the northern portion of the property and SASP 450. On December 20, 2016 the OMB issued a further order approving additional portions of non-policy text, policies and mapping of OPA 231. Among other matters, the approval brought into effect both the *Core Employment Areas* and *General Employment Areas* land use designations and mapping, save and except certain policy and site-specific appeals remaining before the OMB.

2015 Rezoning Application

Pursuant to the redesignation approved through OPA 231, the owners filed a rezoning application and a Site Plan Approval application on August 11, 2015 to permit a seniors' residential development on the northerly portion of the subject site, comprised of 449 "life lease" residential units. Two towers were proposed at 25 and 30 storeys in height connected by a 4-storey podium (Towers 1 and 2, respectively), with Tower 1 located closest to Markham Road. Tower 1 was proposed to include retail uses on the ground floor. The application also include a four-level above-ground parking structure with 545 parking spaces on the southwest portion of the site to provide replacement parking to serve the existing place of worship.

On November 10, 2015, Scarborough Community Council considered a Preliminary Report on the rezoning application from the Director, Community Planning, Scarborough District dated October 19, 2015. The Preliminary Report identified a number of issues to be resolved and recommended that a community consultation meeting be scheduled.

The Applicant appealed the rezoning and Site Plan Approval applications to the OMB on December 1, 2017 due to Council's failure to make a decision on them within the time prescribed by the *Planning Act*. The OMB was renamed the Local Planning Appeal Tribunal (LPAT) on April 3, 2018. A pre-hearing conference at the LPAT was scheduled for June 5, 2018.

On May 22, 2018, City Council considered a Request for Direction Report on the rezoning and Site Plan Approval applications from the Director, Community Planning, Scarborough District dated April 26, 2018, which directed City staff to attend at the LPAT in support of a settlement to the appeal, subject to resolving the outstanding matters identified in the report.

On May 24, 2018, more or less concurrently with its adoption of the Request for Direction report, City Council adopted Official Plan Amendment No. 409 (OPA 409), arising out of the Scarborough Centre Transportation Master Plan. OPA 409 amended Schedule 2 (The Designation of Planned but Unbuilt Roads) by deleting the segment of the Bushby Drive Extension between Bellamy Road North and Markham Road. It



also deleted paragraph (e) of SASP 450, which formerly had required all new development on the subject site to "protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road".

On July 30, 2018, an oral decision was issued by the LPAT approving the Zoning Bylaw Amendment in principle, followed by a written decision issued on August 17, 2018. Subsequently, on September 7, 2018, the LPAT issued an oral decision approving the Site Plan Approval application, subject to the site plan approval conditions. The written decision was issued on September 27, 2018. Subsequently, the final form of the zoning by-law was assigned By-law number 865-2019(LPAT).

By-law 865-2019(LPAT) rezoned the northerly portion of the property to CR (Commercial-Residential) and permits its redevelopment for two towers of 29 storeys (92.5 metres) and 31 storeys (98.5 metres), connected by a 4-storey podium. A maximum of 565 residential units are permitted, with a total gross floor area of 47,000 square metres, of which a maximum of 552 square metres is permitted for non-residential uses. The resulting permitted density is 4.85 FSI.

The minimum required setbacks from the north and west lot lines adjacent to the East Highland Creek valley are 7 metres and 8 metres, respectively.

By-law 865-2019(LPAT) also rezoned the southerly portion of the property (i.e. the subject site) to permit a maximum gross floor area of 9,705 square metres for a place of worship (which would allow a 2,307 square metre expansion of the existing place of worship) as well as a 5-level (16.0 metre) above-grade parking structure. A minimum setback of 7 metres is required from an abutting Open Space (O) zone, as well as an 8 metre setback from the south lot line (2.5 metres for the above-grade parking structure).

Policy and Regulatory Context

Planning Act

The *Planning Act* includes a number of restrictions applying to employment areas. In particular, it provides that there is no appeal to the Ontario Land Tribunal (OLT) from Official Plan Amendment and rezoning applications that seek to "remove any land from an area of employment". The subject site is located in an "area of employment" as defined by the *Planning Act*. Effectively, the result of the prohibition is that lands within employment areas cannot be converted to non-employment uses except if supported by the City and/or at the time of a Municipal Comprehensive Review (see below).



Provincial Policies

The Provincial Policy Statement ("PPS") came into effect on May 1, 2020 and provides policy direction on matters of Provincial interest related to land use planning and development. In accordance with Section 3(5) of the Planning Act, all land use planning decisions are required to be consistent with the PPS.

One of the key policy directions in the PPS is to build strong communities by promoting efficient development and land use patterns. To that end, the PPS contains a number of policies that promote intensification, redevelopment and compact built form, particularly in areas well served by transit.

The PPS also contains policies regarding the planning, protection and preservation of employment areas. Among other matters, it states that municipalities 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. As an exception to the foregoing, an employment land conversion may be permitted prior to a comprehensive review where the lands not located in a provincially significant employment zone (PSEZ), provided that the conversion, that the proposed uses would not affect the overall viability of the employment area, and that sufficient infrastructure is available to accommodate the proposed uses. The subject site is not located in a PSEZ.

As of May 16, 2019, the Growth Plan for the Greater Golden Horseshoe, 2017 (the "2017 Growth Plan") was replaced with the Growth Plan for the Greater Golden Horseshoe, 2019 (the "Growth Plan (2019)"). All decisions made on or after this date in respect of the exercise of any authority that affects a planning matter are required to conform with the 2019 Growth Plan, subject to any legislative or regulatory provisions providing otherwise. Subsequently, on August 28, 2020, the 2019 Growth Plan was amended by Growth Plan Amendment No. 1.

Similar to the PPS, the Growth Plan supports mixed-use intensification within built-up urban areas as a method to accommodate forecasted growth in complete communities, particularly in areas that are well served by infrastructure such as public transit. Policy 2.2.1(2)(c) provides that, within settlement areas, growth will be focused in delineated built-up areas, strategic growth areas, locations with existing or planned transit (with a priority on higher order transit where it exists or is planned), and areas with existing or planned public service facilities. Strategic growth areas include lands along major arterial roads with frequent transit service. In turn, "frequent transit" is defined as a public transit service that runs at least every 15 minutes in both directions throughout the day and into the evening every day of the week.



The Growth Plan also provides detailed policies regarding employment areas in Section 2.2.5. It directs that sufficient land be made available to accommodate projected employment growth, recommends the designation and preservation of employment lands adjacent to major goods movement facilities and corridors, prohibits major retail uses and residential uses within employment areas, and requires the provision of an appropriate interface between employment areas and adjacent nonemployment areas.

Policy 2.2.5(9) states that the conversion of lands within an employment area to nonemployment uses may be permitted only through a "municipal comprehensive review", subject to a number of criteria. Notwithstanding Policy 2.2.5(9), Policy 2.2.5(10) permits conversions prior to a municipal comprehensive review, provided they do not include any part of an employment area designated as a PSEZ, subject to demonstrating that there is a need for the conversion, that the proposed uses would not adversely affect the overall viability of the employment area, that there is sufficient infrastructure to accommodate the proposed uses and that a significant number of jobs would be maintained on the lands.

City of Toronto Official Plan

The Official Plan for the amalgamated City of Toronto was adopted on November 26, 2002 and was approved by the OMB on July 6, 2006. Numerous amendments to the Official Plan have subsequently been approved.

The subject site is identified as an Employment Area on Map 2 (Urban Structure) and is designated General Employment Areas on Map 22 (Land Use). Adjacent lands to the south of the subject site are also designated General Employment Areas. Lands to the west of the subject site are designated Natural Areas (i.e. the East Highland Creek valley), while the lands immediately north and east of the subject site are designated Mixed Use Areas (i.e. including the development site at 1256 Markham Road).

Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospects. Specifically, 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.

Permitted uses include all types 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, and media, information and technology facilities, as well as



automobile dealerships, fitness centres, restaurants and all types of retail and service uses. Places of worship are not a permitted use.

New retail developments of 6,000 square metres or more and new retail stores of over 6,000 square metres are permitted within the *General Employment Areas* designation on lands that front on a major street (such as Markham Road), subject to a number of conditions.

Policy 4.6(7) sets out a number of criteria for development within all *Employment* Areas. In particular, development within *Employment Areas* is required to contribute to the creation of competitive, attractive, highly functional *Employment Areas* by:

- supporting, preserving and protecting major facilities, employment uses and the integrity of Employment Areas;
- encouraging the establishment of key clusters of economic activity with significant value-added employment and assessment;
- providing a high quality public realm with a connected, easily understood, comfortable and safe network of streets, parks and accessible open spaces;
- integrating the development into the public street network and systems of roads, sidewalks, walkways, bikeways and transit facilities, and establishing new segments where appropriate;
- mitigating the potential negative impacts from traffic generated by development within Employment Areas and adjacent areas;
- providing adequate parking and loading on-site;
- sharing driveways and parking areas wherever possible;
- avoiding parking between the public sidewalk and retail uses;
- mitigating the potential adverse effects of noise, vibration, air quality and/or odour on major facilities and/or other businesses as determined by noise, vibration, air quality and/or odour studies;
- providing landscaping on the front and any flanking yard adjacent to any public street, park and open space to create an attractive streetscape, and screening parking, loading and service areas;
- providing a buffer and/or mitigating adverse effects, where appropriate, to Neighbourhoods, Apartment Neighbourhoods and Mixed Use Areas; and
- ensuring that where zoning by-law(s) permit open storage and/or outdoor processing of goods and materials as accessory/ancillary uses, the open storage and/or processing is:
 - limited in extent;
 - generally located on an area of the property where potential adverse effects on sensitive land uses, including residential uses, are mitigated;
 - well screened by fencing and landscaping where viewed from adjacent streets, highways, parks and neighbouring land uses; and



 in terms of noise, vibration and emissions, not adversely affecting sensitive land uses, including residential uses, outside of *Employment* Areas where permitted or existing within the influence area of the proposed open storage and/ or outdoor processing use.

With respect to employment land conversions, Policy 2.2.4(14) states that the following proposals are considered to be conversions and may only be permitted by a Municipal Comprehensive Review:

- the redesignation of land from an Employment Area designation to any other designation;
- the introduction of a use that is otherwise not permitted in an Employment Area;
- the introduction of a use that may be permitted in a General Employment Area into a Core Employment Area; and
- the redesignation of a Core Employment Area to a General Employment Area designation.

Policy 2.2.4(17) sets out a list of matters to be considered in assessing employment land conversions. In addition to the matters identified in the PPS and the Growth Plan, Policy 2.2.4(17) also requires consideration of matters such as land use compatibility and the availability of community services and facilities.

Site and Area Specific Policy 450

The subject site is subject to Site and Area Specific Policy 450 (SASP 450), which applies collectively to the properties at 1250 and 1256 Markham Road and includes the following provisions:

- a) On Parcel "A" (1256 Markham Road), 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" (1250 Markham Road).
- 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.

Zoning By-law

The subject site is subject to the former City of Scarborough Employment Districts Bylaw No. 24982 (Progress Employment District), as amended by By-law 865-2019(LPAT), and is not subject to the new City-wide Zoning By-law 569-2013.



By-law 24982 zones the subject site M (Industrial), which permits industrial uses (including manufacturing, warehousing, computer and data processing, and research and development uses), as well as offices (excluding medical and dental offices), places of worship, recreational uses, day nurseries and educational and training facility uses, among other uses.

The site is subject to a number of performance standards, as follows:

- Performance Standard No. 410(f): the gross floor area of a place of worship minus the gross floor area of all basements shall not exceed 9,705 square metres.
- Performance Standard No. 503: the maximum building coverage is 24.5% of the area of the lands for an above-ground parking structure associated with a place of worship and 35.5% of the area of the lands for all other uses.
- Performance Standard No. 918: the minimum street yard setback is 8 metres.
- Performance Standard No. 1016: the minimum building setback from a lot line abutting an Open Spaces Zone is 7 metres (i.e. the westerly lot line).
- Performance Standard No. 1121: the minimum setback from the south lot line is 8 metres (with a maximum setback of 85 metres), except that an aboveground parking structure may be set back a minimum of 2.5 metres and a maximum of 83 metres from the south lot line.
- Performance Standard No. 1700: Sub-Clause 7.4.1 regarding height (above grade parking structures) is not applicable.
- Performance Standard No. 2012: the provisions of Clause V, Sub-Clause 23 (regulations for places of worship in zones other than the PW Zone) are not applicable.
- Performance Standard No. 2713: the maximum height of an above-grade parking structure (excluding stairwells and elevator rooms) is 16 metres.

Markham-Ellesmere Revitalization Study

On August 6, 2009, City Council adopted Official Plan Amendment No. 71 (OPA 71) which establishes a policy framework for the implementation of the recommendations of the Markham-Ellesmere Revitalization Study. The study examined sites fronting on, or in close proximity to, Markham Road between Progress Avenue and the Hydro Corridor south of Brimorton Drive which are designated *Mixed Use Areas* or *Apartment Neighbourhoods*.

The resulting Site and Area Specific Policy 322 (SASP 322), associated Urban Design Guidelines and Conceptual Master Plan for the Markham-Ellesmere Revitalization Study included a number of policies and design guidelines for improvements to the



Markham Road public realm in addition to the specific policies on the area growth, potential intensification and revitalization.

Although the subject site is not located within the area subject to SASP 322, the Markham-Ellesmere Revitalization Study provides guidance regarding the development of areas surrounding the subject site, including new public road connections east of Markham Road (connecting Tuxedo Court to Ellesmere Road) and supporting private and public investment in the renewal of the area.

Tall Building Design Guidelines

The City-Wide Tall Building Design Guidelines define a tall building as a building having a height that is greater than the width of the adjacent street right-of-way or the wider of two streets if located at an intersection.

On May 7, 2013, City Council adopted City-wide Tall Building Design Guidelines, which update and replace the "Design Criteria for the Review of Tall Buildings Proposals" (2006). The document specifically notes that the Tall Building Design Guidelines are "intended to provide a degree of certainty and clarity of common interpretation, however, as guidelines, they should be afforded some flexibility in the application, particularly when looked at cumulatively."

The Guidelines include sections related to site context, site organization, tall building massing and pedestrian realm. Key guidelines include a maximum floor plate size of 750 square metres, a minimum tower setback of 12.5 metres from the side and rear property lines and a minimum separation distance of 25 metres between towers on the same site.

Analysis and Opinion

We have considered three potential development options for the subject site, 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.

Option 1: Continuation and Potential Expansion of the Place of Worship Use

As set out above, the zoning applicable to the subject site would permit continuation of the existing place of worship use on the subject site, together with a 2,307 square metre expansion, for a total gross floor area of 9,705 square metres. It would also



allow a new 5-storey above-grade parking structure, in part to replace the existing surface parking on the 1256 Markham Road property once it is redeveloped.

Option 2: Other Employment Uses

As set out above, the General Employment Areas designation applying to the subject site would permit a wide range of employment uses, including manufacturing and warehousing, as well as office uses.

While the existing M zoning permits a range of non-residential uses, including offices (except for medical and dental offices), recreational uses, day nurseries and educational and training facility uses in addition to industrial uses, the applicable performance standards only permit gross floor area associated with a place of worship. Therefore, it is likely that a rezoning would be required to permit gross floor area associated with any of the other uses listed under the M zoning.

As well, a rezoning would be required to permit non-residential uses permitted by the General Employment Areas designation that are not permitted by the M zoning, including medical and dental offices, automobile dealerships, vehicle repair and services, storage, media, information and technology facilities, fitness centres, restaurants, retail stores (up to 6,000 square metres) and service commercial uses. Retail stores of over 6,000 square metres would be permitted through a rezoning, subject to satisfying the conditions set out in Policies 4.6(5) and 4.6(6) of the Official Plan.

Option 3: Residential/Mixed-Use Development

In our opinion, a residential/mixed-use development similar to the one that has been approved for the property at 1256 Markham Road would be supportable and appropriate on the subject site from a planning perspective and, as of the effective date, would likely have been approved.

In this regard, because the subject site is identified as an *Employment Area* on Map 2 of the Official Plan and is designated *General Employment Areas*, an employment land conversion would be required in order to permit residential uses. As described above, the prohibition in the *Planning Act* on the appeal of a site-specific application for an employment land conversion, taken together with the employment conversion policies in the Provincial Policy Statement, the Growth Plan for the Greater Golden Horseshoe and the Official Plan, means that the only reasonably likely way to achieve an employment land conversion would be by filing a request as part of the City's municipal comprehensive review. In that regard, while the PPS and the Growth Plan would both allow the City of Toronto to consider employment conversions prior to a municipal



comprehensive review, the City's Official Plan policies only permit conversions through the municipal comprehensive review process.

The City of Toronto initiated its current municipal comprehensive review process on August 4, 2020, in order to bring its Official Plan into conformity with the Growth Plan by the Provincially mandated deadline of July 1, 2022. The municipal comprehensive review process included a one-year window between August 4, 2020 and August 3, 2021 during which employment land conversion requests could be filed.

As of the effective date (April 16, 2021), the one-year window was open and it would have been possible to file a conversion request by the deadline of August 3, 2021, requesting the redesignation of the subject site from *General Employment Areas* to *Mixed Use Areas* i.e. identical to the 1256 Markham Road property. As of that date, it would have been expected that the Official Plan Amendment(s) arising out of the municipal comprehensive review process would have been adopted by the Provincial deadline of July 1, 2022 and that Provincial approval of the Official Plan Amendment(s) would have occurred on or prior to January 15, 2023 i.e. 135 days in accordance with the statutory timeframes (15 days to forward the Official Plan Amendment to the Province, and 120 days from receipt for the Province to issue its decision).

In this regard, the process would have been similar to the process that was followed for the conversion of the 1256 Markham Road property as part of OPA 231, with the exception that the *Planning Act* had been amended in the intervening years to remove the right of a landowner to appeal the Province's decision to the Ontario Land Tribunal.

In our opinion, a request to convert the subject site to *Mixed Use Areas* would likely have been supported by City staff and Council through the municipal comprehensive review process, for the following reasons:

- 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.
- 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.
- The subject site is not located in a Provincially Significant Employment Zone (PSEZ).
- Intensification of the subject site for residential/mixed-use purposes would promote the achievement of transit-supportive intensification in accordance



with the PPS and the 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).

- 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).
- Residential/mixed uses on the subject site 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.

It is likely that, as part of approval of the conversion request, the City would have required a minimum amount of non-residential gross floor area as part of a mixed-use development in order to give effect to Growth Plan and Official Plan policies that seek to maintain a significant number of jobs on lands that are sought to be converted.

In the unlikely event that the conversion request was not approved by City staff or Council, it is noted that, once the Official Plan Amendment is submitted to the Province for approval, there is an ability for a landowner to request the Province to modify the Official Plan Amendment as adopted by the City.

For all of the foregoing reasons, we are of the opinion that an employment conversion request would likely have been successful.

Following approval of the conversion request, a rezoning application would be necessary in order to rezone the site from M (Industrial) to CR (Commercial-Residential) to implement the permission for residential/mixed uses and to establish the permitted height, massing and density. In this regard, a similar process was followed in respect of the rezoning for the 1256 Markham Road property.

As set out in detail below, it is our opinion that a residential/mixed-use development consisting of three tall residential buildings and a mixed-use podium would be appropriate and desirable on the subject site and that a rezoning application to permit such a development would likely have been approved by the City or, if necessary, on appeal to the Ontario Land Tribunal.

Site Organization

The proposed development would take its access primarily from the shared access driveway with the 1256 Markham Road property to the north in accordance with the mutual access easement. The access driveway would lead to a central loop and an internal open space courtyard that would provide access to all three buildings.



Although not necessary for the proposed development to function adequately, the existing all-moves driveway along the south limit of the site could also be maintained, which would provide an opportunity for separate service access for loading activities. Maintaining an 8 metre south side yard setback, as per the existing zoning, would protect for the driveway access in this location.

While the TRCA Regulation line encroaches into the west and northwest edges of the subject site, the 2019 Zoning By-law Amendment specified a 7 metre setback from the adjacent lot lines and did not require the dedication of any lands to the TRCA. Accordingly, we have assumed that development adjacent to the west and northwest property limits would need to maintain at least a 7 metre setback in accordance with the existing zoning.

Height, Massing and Density

In our opinion, the subject site would be appropriate for a podium-and-tower development, similar to the approved development at 1256 Markham Road to the north. A 4-storey base building along the Markham Road frontage would match the height of the podium at 1256 Markham Road and would create an appropriate building scale along both Markham Road and the main access driveway. The podium would continue westerly parallel to the south property line, with a wing extending north to define the edges of the central open space.

The site is sufficiently large to accommodate three tall residential towers, with 750 square metre floor plates and minimum 25 metre separation distances between the towers, all in accordance with the Tall Building Design Guidelines. In our opinion, a building height of up to 33 storeys would be appropriate and likely achievable, given the approval for 29-storey and 31-storey heights on the 1256 Markham Road property to the north. In our opinion, it would be appropriate for heights to step up slightly from north to south with greater proximity to the Ellesmere Road intersection, in recognition of the greater heights south of Ellesmere, which range up to 34 storeys (approved) and 36 storeys (proposed).

Similar to the approval at 1256 Markham Road and the proposal at 1221 Markham Road, it would be appropriate for the tallest height on the subject site to be located along the Markham Road frontage, with heights stepping down to west toward the East Highland Creek.

In Toronto, the achievable density an any given site is typically design-driven i.e. it is the outcome of the design process, rather than the determinant. However, subject to an appropriate design, a density in the order of 5.0 FSI would be generally appropriate having regard for the approved density of 4.85 FSI at 1256 Markham Road, as well as

624



the approved densities of 9.26 FSI at 1021-1035 Markham Road and 5.69 FSI at Meadowglen Place and the proposed density of 3.89 FSI at 1221 Markham Road.

Land Use

Unlike the approval of the conversion of 1256 Markham Road, for which there was no minimum required non-residential component, the changes in the policy framework since 2013 mean that it would have been reasonable to assume that the City would have required a minimum amount of non-residential (employment) gross floor area as part of any mixed-use development on the subject site. In this regard, we have assumed that that the City would have required a minimum of 0.5 FSI (or about 10% of the total gross floor area) to be non-residential gross floor area.

Based on our review, a non-residential component of this scale could be accommodated in the 4-storey base building fronting on Markham Road, with a larger non-residential floor plate. The required non-residential gross floor area could be accommodated through at-grade retail and service commercial space (while accommodating residential lobby spaces and building services) and office/institutional uses on Levels 2-4. The remainder of the 4-storey base building in the interior portion of the site would be entirely residential.

Concept Plan

Bousfields Inc. has prepared a Massing Analysis dated August 2023, a copy of which is attached to this letter, in order to analyze the achievable gross floor area and density based on the application of the principles set out above.

The Massing Analysis includes a 33-storey tower at the northeast corner of the site and two 29-storey towers in the southwest and south-central portions of the site. The two easterly towers would have a separation distance of 25 metres, measured on a diagonal, while the two southerly towers would be separated by 54 metres.

The resulting gross construction area (GCA) would be 91,626 square metres. Assuming a ratio of 0.91 between gross floor area (GFA) and GCA, the resulting GFA would be 83,380 square metres, representing a density of 4.84 FSI. Of the total GFA, we have assumed a residential GFA of 73,952 square metres and a non-residential GFA of 9,428 square metres (11.3% of the total GFA).

Timelines

Assuming that a rezoning application was submitted in January 2023, following Provincial approval of the Official Plan Amendment allowing the employment land conversion, it is our opinion that the expectation as of the effective date would have



been that approval of the rezoning application would likely take 15-18 months i.e. approval by April to July 2024.

Conclusion

In our opinion, the proposed residential/mixed uses as well as the proposed height, massing and density as described above are appropriate and supportable in land use planning terms and would likely have been approved, given the size of the site, its proximity to other proposed tall mixed use developments and its proximity to existing and planned transit service.

While an employment land conversion would be required to redesignate the subject site from General Employment Areas to Mixed Use Areas, it is our opinion that the City and/or the Province would likely have approved such a conversion request. A subsequent Zoning By-Law Amendment application would be required to permit the proposed residential and commercial uses as well as to increase the permitted height and density, which in our opinion would likely be approved.

We trust that the foregoing is satisfactory for your purposes. However, should you have any questions, please do not hesitate to contact the undersigned or Jessica Yi of our office.

Yours very truly,

Bousfields Inc.

Peter F. Smith B.E.S., MCIP, RPP

Appendix B – EY Report on Valuation Perspectives in the COVID-19 Era



Market value is a widely used but imprecise term for describing the probable price in cash, as of a specified date, for which a buyer and seller acting prudently and knowledgeably, transact real estate. Courts have added to this definition that the buyer and seller must be willing and not under abnormal pressure. The challenge in determining market value in the early days of the COVID-19 crisis is that there are few transactions buyers and sellers can use as a basis of knowledge, many transactions over the next few months may be under abnormal pressure, and there remains great uncertainty as to the length and depth of the virus outbreak.

Our goal in this analysis is to provide a framework for all stakeholders in the real estate industry to use when assessing market value for real estate assets. The market value should be reflective of the prevailing uncertainty and collective perceptions of the market while applying the valuation standards that buyers and sellers must be willing and not under abnormal pressure.

EY Market survey

In response to the abrupt changes brought more than by COVID-19, EY's Transaction Real Estate team interviewed 40 industry professionals across Canada to better understand how recent events are impacting their real estate holdings. Our survey included perspectives from private equity, developers, asset management, REITs and institutional investors, lenders, appraisers, and real estate brokers.

The general consensus was that while early, it is clear that liquidity has been affected and market values across all sectors of real estate are impacted, albeit to varying degrees. Respondents expressed highest concern with retail and hospitality assets. Only 20% of respondents are concerned about the impact to office assets in the short term. Retail investment was viewed as higher risk prior to March 2020 due to changing trends in consumer spending. Now with further reduction in consumer expenditures, forced store closures and increased reliance on online shopping, many tenants may be pushed into bankruptcy and further reduce the demand for brick and mortar real estate. Based on current market sentiment, these structural and long-term impacts on the retail sector point towards an increase in required rates of return.

The hospitality market was perhaps the first asset class to feel the effects of the market disruption when travel bans and major public gatherings were limited or shut down in late February 2020. Hotels, resorts and conference centres will remain in peril until travel patterns resume, resulting in direct revenue loss to owners that will not be recaptured outside of government assistance. Projecting income stabilization within the hospitality industry is difficult as of April 2020, though recovery is expect to be faster than traditional retail assets. Average daily rates (ADRs) are more responsive to demand changes and eventually travel patterns will be easier to project. There is concern for a full hospitality recovery as beleconferencing and other technological options will reduce overall business travel. It is expected that there will be upward pressure on discount rates for hotels and other hospitality assets.



The majority of respondents felt it was too early to adjust yields on office, multi-family and industrial assets. These asset types displayed generally strong fundamentals as of year end 2019 due in part to balanced supply and demand dynamics, prudent development activity and consistent rental growth results over the past three years. The bluntness of a yield rate adjustments seemed to most respondents as too harsh as of 01 2020. The preferred approach among asset managers was focused on cash flow modifications to Year 1, with expectations that stabilized conditions could be achieved by the beginning of Year 3.

Valuation perspectives

Real estate holdings have lower liquidity and less volatility than equity investments. The stock market is an immediate and real time representation of market sentiment; real estate market values tend to move more slowly due to long-term leases, 10-year plus investment horizons and the higher cost and lengthier time to utlimately sell the asset. This is why market values do not adjust as quickly as Canadian REIT prices, which are down 30 to 40% year to date. However this metric does provide a perspective on investor expectations. There is not a "one size fits all" adjustment for COVID-19. Real estate assets are not uniform within asset classes and must be analyzed on a case-by-case basis.

As such, the following commentary is presented, based on market observations as of March 31, 2020, by asset class with regard to COVID-19 valuation implications.

Office and industrial

- Existing vacancy lease-up time should be extended.
 Consideration for lower market rents for units leased in Year 1.
- Market rent growth rates would likely be flat in the first few years, with growth returning in Year 3.
- At the moment, increase in general vacancy and bad debt allowance should be considered, depending on asset class and location.
- Industrial will continue to be a favoured asset class.
 Warehouse/distribution space demand is likely to remain strong, service- and manufacturing-based industrial will be impacted to a greater extent, with recovery tied to broader economic metrics.

Retail

- General vacancy and bad debt allowance should be increased for most retail types.
- Understanding the property's tenant profile, covenant strength and market exposure is paramount. Renewal probability and market rents will need to be applied in a more customized tashion.
- Grocery-anchored and essential services will perform best, enclosed and regional mails will experience a longer recovery time.
- The viability of some shopping centres will need to be considered and alternative developments may represent the highest and best use; this was however the case for some shopping centres prior to Covid-19, but the crisis will now likely force an accelerated reflection on the future of some assets.
- Assess the probability of recovering any rent deferrals that are granted.

2 | Valuation perspectives in the COVID-19 era | Market survey results



 In return for certain accommodations being made by landlords to tenants during the crisis, landlords will potentially seek to "blend and extend" those retail tenants who they feel will be on a more solid financial footing after the crisis.

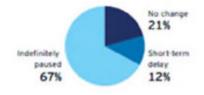
Multi-family

- To capture the unstabilized nature of the market, a Discounted Cash Flow approach would be warranted to capture near-term challenges or several below-the-line adjustments under the Direct Capitalization Method to capture near-term income loss.
- Market rents and near-term rental inflation will need to be adjusted. Unemployment and overall wealth loss will result in reduced housing affordability for many tenants.
- This may be partially offset by lower operating expenses in the form of reduced utility expenses and property taxes or through government assistance programs.

Development

- Construction timelines on existing and new projects are generally being extended by three to six months.
- Labour productivity is expected to be reduced for the foreseeable future. Work safety costs, increased washroom facilities and other social distancing measures are adding costs to active projects.
- Construction costs are forecasted to decline as worldwide demand for materials is expected to be lower for the remainder of 2020. Supply chain issues remain a concern.
- Market feasibility of current and planned projects are being reconsidered. Some projects will be reimagined with new timelines and others while look to reduce density projections.
- Many banks are still granting financing for land under certain conditions.

COVID-19 effect on acquisition and disposition plans



Valuation perspectives in the COVID-19 era | Market survey results | 3



Investment commentary

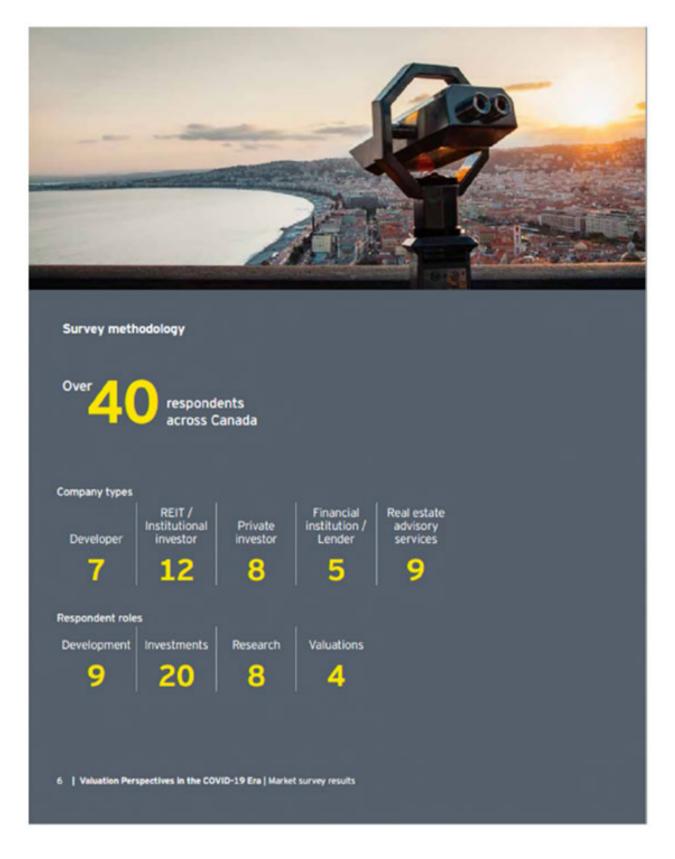
Respondents expect Q2 2020 real estate transaction volume to decrease significantly relative to pre-March levels. Many of the survey respondents are focused on cash flow preservation within owned assets and have limited capacity to consider capital deployment. Common sense tells us that given the uncertainty, there will be fewer sellers, and buyers will become more selective. The likelihood of a prolonged recession increased in March 2020 (and certainly from YE 2019), which also points towards higher required rates of return. This means that any cash flow analysis will have a much higher risk of not achieving the stated projections. In other words, yield increases are coming.

The mechanics of real estate valuation, however, allow for risk to be priced in various forms. The analysis performed and feedback from the conversations with market professionals indicates that when approaching 01/02 valuations, the most common approach is to adjust short-term leasing and vacancy assumptions for office, industrial, and multi-family assets, while allowing for more market and broader economic data to influence yield rate adjustments in the second half of 2020. There is compelling evidence that the retail and hospitality industries are the hardest hit asset classes, and there is justification to increase discount rates within these sectors on a case-by-case basis. Terminal capitalization rates are generally unchanged for now as the fundamentals of Canadian real estate remain strong and investment capital will return to the marketplace eventually. All eyes will be on transactional data in the coming months to measure if any movements are observed in capitalization rates.



EY Market outlook by asset class

	G
Short-term	Long-term
Retail (Risk: High) Retail was immediately impacted, as some companies pro-actively shut down their stores, and others were forced into closure by states of emergency implemented across numerous jurisdictions in Canada.	Retail (Risk: Moderately high) Retail is viewed as having considerable risk given the costs and uncertainties around lease-up of vacant space as a result of an extended shutdown. Rent deferrais may not be recovered for some time, or possibly at all.
Landiords have seen requests for rent abatements or deferral, which will affect cash flow projections for themselves and their tenants. Smaller retail plazas anchored by grocery stores, pharmacies, liquor stores, and others that have been deemed essential services should fare better than larger enclosed malls with a focus on fashion and non-essential services.	Prolonged shutdowns raise concerns over viability of previously poor-performing retail assets and repositioning to other alternative uses may be needed.
Some landlords have pre-emptively set aside capital for mass rent deferral programs in the hopes of securing their tenants' occupancy throughout this disruption.	
Hospitality (Risk: High) Hotels, resorts, and other accommodations were the first to feel the effects as corporate and leisure travel was restricted or otherwise not recommended. Many hotels have either closed down or are running on reduced staff and services to preserve capital until normal conditions return.	Hospitality (Risk: Moderate) Hospitality is expected to recover more quickly than traditional retail as occupancy and ADR are much quicker to react to changing market conditions than long-term lease commitments seen in retail though it will not be a rapid recovery. Urban hotel operations are expected to improve once corporate travel resumes, but there may be a reduction as more businesses embrace teleconferencing. Recreational and leisure hospitality assets may see a longer downturn if a recession does take hold.
Multi-family (Risk: Moderately high) Multi-family may feel short-term impacts as layoffs affect tenants' ability to pay monthly rent. Government assistance programs will help alleviate immediate concerns, but an extended shutdown will likely affect multi-family portfolios.	Multi-family (Risk: Low) Long-term, multi-family is viewed as the lowest-risk asset class. Rental markets perform better during periods of economic downturn. Cities like Calgary have already seen a large shift from home ownership to multi-family properties that have compressed capitalization rates and kept rental rates relatively strong. However as this asset class is closely linked to population patterns, a reduction in immigration will have an adverse impact.
Office (Risk: Moderate) Disruption to the office market appears minimal so far. Office tenancies are secured long term with typically stronger covenants, and office space users have not experienced the same disruption to cash flows with the ability for most of the employees to work from home.	Office (Risk: Moderately low) It is too early to fully assess the long-term implications for office space, but it is viewed as slightly more risky than industrial and multi-family given the ability to work remotely. Most companies are implementing work-from-home policies at an unprecedented scale.
Properties with higher exposure to co-working tenants may feel more immediate impacts, as individual users of co-working space terminate their month-to-month agreements. Suburban and Class B office buildings will have higher exposure to rent relief requests and near-term cash flow disruption.	Organizations that had already begun to explore ways to shrink their footprint may find a need for even fewer employees to have permanent desks.
Industrial (Risk: Moderately low) Narehouse and fulfillment facilities have been a sought-after asset class in recent years and continue to perform well throughout the current crisis due to increased demand for e-commerce.	Industrial (Risk: Low) Warehouse and fulfilment facilities may see an increase in demand in the long term if an extended shutdown shifts consumer buying habits.
Manufacturing facilities may see a slowdown as a result of the shutdown and general decrease in demand for non-essential production. It may also be negatively impacted by delays in the importing of raw material and labour force falling ill.	Manufacturing facilities are expected to return to normal and will unlikely see a drastic change post recovery.





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Appendix C – Southern Land DCA Comparables

4121 Kingston Rd

Comparable 1

Sale Information

Buyer	Timbertrin (Gui	ldwood) Inc.
Seller	1783882 Ontar	o Inc.
Sale Date	6/15/2020	
Transaction Status	Recorded	
Sale Price	\$34,000,000	\$25.24 /FAR/SF
		(Permitted)
Recording Number	AT5452069	
Rights Transferred	Fee Simple	
Financing	Cash To Seller	
Conditions of Sale	Normal	

Property

Туре	Retail, Auto Dealership
Gross Building Area (GBA)	28,216 SF
Net Rentable Area (NRA)	28,216 SF
Buildings	1 Building, 1 Floor
Parking	6 Spaces (0.2/1,000 SF NRA)
Year Built	1974
Land Area	4 Acres (174,240 SF)
Site Coverage Ratio	16.19%
FAR	0.16
Zoning	CR



4121 Kingston Rd Toronto, ON M1E 2M3

Submarket Scarborough-East Toronto APN

190109108000600



Remarks

The 28,216 SF retail property located at 4121 Kingston Road in Toronto, ON, sold on June 15th, 2020 for \$34,000,000. The property transferred from Goldmanco Incorporated to Trinity Development Group.

CoStar reached out to contacts on the buying and selling sides of the transaction but was unable to confirm the details of the sale. The price and date were verified through a document inspection. The subject property was vacant at the time of sale The vendor has previously submitted a rezoning application to allow for 604 residential units in two 8 storey mid-rise towers and two 25-35 storey high-rise towers. The proposal was not finalized and no new rezoning or development approvals have been released for the site.

1-19 Glen Watford Dr

Comparable 2

Sale Information

Buyer	5030619 Ontar	io Inc.
Seller	L.C. Investment	s Limited
Sale Date	3/17/2020	
Transaction Status	Recorded	
Sale Price	\$8,688,000	\$30.00 /FAR/SF
		(Permitted)
Recording Number	AT5389921	
Rights Transferred	Fee Simple	
Financing	Cash To Seller	
Conditions of Sale	Normal	

Property

Туре	Retail, Storefront Retail/Office
Gross Building Area (GBA)	22,718 SF
Net Rentable Area (NRA)	22,718 SF
Buildings	1 Building, 2 Floors
Parking	84 Spaces (3.7/1,000 SF NRA)
Year Built	1996
Land Area	0.876 Acres (38,158 SF)
Site Coverage Ratio	31.92%
FAR	0.60
Zoning	CR



1-19 Glen Watford Dr	
Toronto, ON M1S 2B7	Centennial Co
Submarket Scarborough-East Toronto	AGINCOURT AGINCOURT SOUTH-MALVERN WEST
APN 190111247000100	Google Map data ©2024 G

Remarks

Cheng Wei, a locally-based businessman primarily associated with local grocer Foody Mart, acquired the subject property - at the time a 22,718 SF retail strip plaza - for \$8.688 million, or \$382 per foot.

Located in Toronto's Scarborough submarket, the property originally delivered in 1996. Recently, the property had been the campaign office for Canadian Member of Parliament, Shawn Chen.

197 201 Galloway & 4097 Lawrence

Comparable 3

Sale Information

Buyer	Firmland (LE) Ir	וכ
Seller	Brownstones o	n Lawrence Inc
Sale Date	3/17/2020	
Transaction Status	Recorded	
Sale Price	\$6,820,000	\$18.75 /FAR/SF (Permitted)
Recording Number	AT5390024	
Rights Transferred	Fee Simple	
Financing	Cash To Seller	
Conditions of Sale	Normal	

Property

Туре	Si
Land Area	2.
FAR	0.
Zoning	С

Single-Family, Residential 2.1251 Acres (92,570 SF) 0.00 CR 1.5 (c0.0; r1.5) (x433



4097 Lawrence Ave E Toronto, ON M1E 4V5

County Toronto

Submarket Scarborough



Remarks

Lindvist, a locally-based developer, acquired a 1.01 acre site for \$6.82 million, or \$6.752 million per acre.

The site comprised two contig properties - 197-201 Galloway Rd & 4097 Lawrence Ave East in Toronto's Scarborough area. At the time this went to market in Summer 2019, the proposal was for an 11-story multifamily project, slated to deliver 216 units. Please see PID 11333282.

Kingston Road Plaza

Comparable 4

Sale Information

4158 Kingston	Road Inc
1636462 Ontar	io Inc
12/3/2019	
Recorded	
\$4,250,000	\$24.52 /FAR/SF
	(Permitted)
AT5310411	
Fee Simple	
Cash To Seller	
Normal	
	1636462 Ontar 12/3/2019 Recorded \$4,250,000 AT5310411 Fee Simple Cash To Seller

Property

Туре	Retail, Storefront Retail/Office
Gross Building Area (GBA)	43,124 SF
Net Rentable Area (NRA)	43,124 SF
Buildings	1 Building, 2 Floors
Parking	99 Spaces (2.3/1,000 SF NRA)
Year Built	1967
Land Area	0.99 Acres (43,124 SF)
Site Coverage Ratio	28.99%
FAR	1.00
Zoning	CR



4158-4180 Kingston Rd
Toronto, ON M1E 2M4
Submarket
Scarborough-East Toronto
APN
/
190109103015800



Remarks

This 15,500 square foot retail building located at 4180 Kingston Rd in Toronto, Ontario sold in an investment deal on December 3, 2019. The price of the sale was confirmed by the seller, buyer and public records. The building sold for \$4,250,000 or approximately \$274.19 per square foot.

CoStar was able to confirm details of the transaction with the seller and the buyer. The building was valued at a 4% cap rate, but it was a land value purchase. The buyer plans on redeveloping the land into an apartment building. They will go through rezoning to build for more density and they will commence construction once that is approved.

According to public records, there was \$75,000,000 of financing provided by CIBC.

1221 Markham Rd

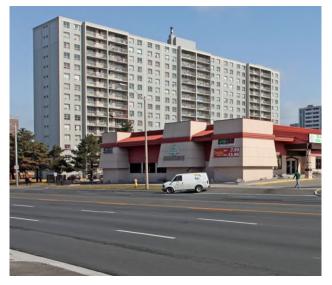
Comparable 5

Sale Information

Buyer	1221 Markham GP Inc
Seller	Kingsberg Monetary Corporation
Sale Date	10/21/2019
Transaction Status	Recorded
Sale Price	\$20,250,000 \$25.37 /FAR/SF (Permitted)
Recording Number	AT5267598
Rights Transferred	Fee Simple
Financing	Cash To Seller
Conditions of Sale	Normal

Property

Туре	Retail
Gross Building Area (GBA)	30,027 SF
Net Rentable Area (NRA)	30,027 SF
Buildings	1 Building, 1 Floor
Parking	156 Spaces (5.2/1,000 SF NRA)
Year Built	1983
Land Area	4.6989 Acres (204,684 SF)
Site Coverage Ratio	14.67%
FAR	0.15
Zoning	CR



1221 Markham Rd	10 Tuxedo Court
Toronto, ON M1H 3E2	Apartments
Submarket	Global Kingdom
Scarborough-East Toronto	Ministries
APN 190108247000600	Google Map data ©2024 G

Remarks

Canada Shiyand Investments acquired a 30,027 SF retail property at 1221 Markham Road in Toronto's Scarborough area for \$20.25 million, or \$674 per foot.

The seller, Krugarand Corporation, had owned the property for many years at had brought occupancy to 95.8%. At the sale close, there was one suite - 1,260 SF in size and built out as a family doctor office - that was still vacant and available. Krugarand refused to confirm any details of the sale.

CoStar data shows the submarket vacancy for Scarborough was 1.6% at the time and 1.8% for the Toronto retail market as a whole.

Appendix D – Northern Land DCA Comparables

168-178 Old Kennedy Rd

Comparable 1

Sale Information

Buyer	Xiao Wu	
Seller	Ontario Superior Court of Justice	
Sale Date	6/1/2020	
Transaction Status	Recorded	
Sale Price	\$7,550,000	\$107.92 /FAR/SF (Permitted)
Recording Number	YR3104489	
Marketing Time	69 days	

Property

Land Area	
Number of Parcels	
Zoning	
Permitted FAR	

1.46 Acres (63,598 SF) 1 CA1 1.10 (\$108/FAR/SF)



168-178 Old Kennedy Rd Markham, ON L3R 0L5

Submarket Markham 407 Markham 1 Rou Natio Urban Google Map data ©2024 G

APN 193602012609650

Remarks

This 1.46 acres piece of land located at 168-178 Old Kennedy Rd in Markham, Ontario sold in an investment deal on June 1, 2020. The price of the sale was confirmed by the public records. The piece of the land sold for a total of \$7,550,000. The transfer was between the Ontario Superior Court of Justice and privately held company.

CoStar attempted to confirm sale information with both sides of the deal, but was not able to get in contact with a selling representative or buying representative. The city has approved the zoning for the building and have a conditional approval on a 64unit mixed use development.

According to public records, there was \$4,800,000 of financing provided by the Vector Financial Services Limited.

Kelly Avison and Ben Sykes of Avison Young represented the seller in this sales transaction.

165 Tapscott Rd

Comparable 2

Sale Information

Buyer	Ambria Group	
Seller	Insoho Developments Corp	
Sale Date	12/18/2019	
Transaction Status	Recorded	
Sale Price	\$12,500,000 \$41.76 /FAR/SF	
	(Permitted)	
Recording Number	AT5324264	

Property

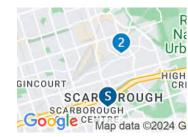
Land Area	4.0898 Acres (178,152 SF)
Number of Parcels	1
Zoning	RA (au37.6) (x611)
Permitted FAR	1.68 (\$42/FAR/SF)



165 Tapscott Rd Toronto, ON M1B 6C3

Submarket Scarborough

APN 190112520600400



Remarks

This 4.09 acres piece of land located at 165 Tapscott Rd in Toronto, Ontario sold in an investment deal on December 18, 2019. The price of the sale was confirmed by the seller and public records. The piece of land sold for \$12,500,000 or approximately \$3,056,384 per acre. The transfer was between Insoho Developments Corp and the Ambria Group.

CoStar was able to confirm details of the transaction with the seller. The land will be used for future residential development, but no plan for what will be built was disclosed. CoStar wasn't able to get in touch with the buyer at this time. There was no financing provided on this transaction.

Colliers International represented the seller in this sales transaction. Pat Viele of CBRE represented the buyer in this sales transaction.

80 Dale Ave

Comparable 3

Sale Information

Buyer	Podium Deve	Podium Developments	
Seller	City of Toron	City of Toronto	
Sale Date	12/14/2017		
Transaction Status	Recorded		
Sale Price	\$11,250,000	\$47.18 /FAR/SF (Permitted)	
Recording Number	AT4760552		

Property

Land Area	3.22 Acres (140,263 SF)
Number of Parcels	1
Zoning	HC
Permitted FAR	1.70 (\$47/FAR/SF)



80 Dale Ave Toronto, ON M1J 3J5 COURT HIGHL/ CREE SCARSROUGH SCARBOROUGH CITY CENTRE Submarket Scarborough WEST HILI BENDALE 3 Google 190107242000103 Map data ©2024 G

Remarks

APN

These 3.22 acres of land located at 80 Dale Avenue in Toronto, ON M1J 3J5 sold in an investment sale for land value on December 14, 2017. The price of the sale has been confirmed by a contact on the selling side of the transaction for \$11,250,000 or approximately \$3,493,788.82 per acre.

CoStar spoke with a contact on the selling side of the transaction who confirmed the details of the sale. The contact advised that the property was sold from Build Toronto to development company, Podium Developments. The property is zoned for a residential redevelopment, and Podium plans on building 2 multifamily towers. For the proposed development by Podium please refer to PIDs 11161006 & 11160992.

According to public recorded documents, there was \$7,000,000 of institutional financing involved in this transaction provided by the Royal Bank of Canada at a 5% interest rate and \$1,000,000 provided by the sellers at a 10% interest rate.

3220 Sheppard Ave E

Comparable 4

Sale Information

Buyer	Quadcam Development	
Seller	Parsa Realty Corp	
Sale Date	7/4/2017	
Transaction Status	Recorded	
Sale Price	\$9,968,000	\$47.97 /FAR/SF (Permitted
Recording Number	AT4617447	
Marketing Time	173 days	

Property

Land Area Number of Parcels Zoning Permitted FAR 0.9 Acres (39,204 SF) 1 CR 5.30 (\$48/FAR/SF)



3220 Sheppard Ave E Toronto, ON M1T 3K3 Submarket Scarborough

APN 190110227006600



Remarks

This future redevelopment located at 3220 Sheppard Ave E in Toronto, ON M1T 3K3 sold in an investment sale on July 4, 2017. The price of the sale has been confirmed by a contact on both sides of the transaction for \$9,968,000. The property sold for the redevelopment value of the future multifamily building.

The development will contain a total of 234 residential units ranging from 450 to 1047 square feet. According to the contact, the property was purchased by Quadcam Development and it was conditional for roughly 60 days before the deal was firm.

Brad Warren, Mike Brown, and David Stevens from Cushman & Wakefield represented both the purchasers and the sellers in this transaction.

2933 Sheppard Ave E

Comparable 5

Sale Information

Buyer	Times Group	Times Group Corporation	
Seller	Marson Mao		
Sale Date	6/28/2017		
Transaction Status	Recorded		
Sale Price	\$8,000,000	\$49.54 /FAR/SF	
		(Permitted)	
Recording Number	AT4611332		

Property

Land Area	0.9042 Acres (39,387 SF)
Number of Parcels	1
Zoning	RA
Permitted FAR	4.10 (\$50/FAR/SF)



2933 Sheppard Ave E Toronto, ON M1T 3J3	L'AMOREAU	x
Submarket Scarborough	404 5 A	GINCOURT S
APN 190110108001000	Google	BENDALE Map data ©2024 G

Remarks

On June 28, 2017 the 0.9042 acres at 2933 Sheppard Avenue east in Toronto sold for \$8 million. The site was sold by a private investor to Times Group Corporation which is going to develop a multi-family building on site. This was a private off-market deal.



hose

Appendix V



Project No. 23124

August 24, 2023

Alan Merskey Cassels Brock & Blackwell LLP Suite 3200, Bay Adelaide Centre – North Tower 40 Temperance Street Toronto, ON M5H 0B4

Dear Mr. Merskey,

Re: Planning Opinion Letter 1250 Markham Road

As requested, we are pleased to provide you with our planning opinion regarding the development potential of the property municipally known as 1250 Markham Road (the "subject site") as of April 16, 2021 (the "effective date").

As discussed in detail below, as of the effective date, it is our opinion that redevelopment of the subject site for a residential/mixed-use development consisting of three tall residential buildings with heights of 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, would have been appropriate and supportable from a land use planning perspective, and would likely have been approved.

As set out in detail below, such a redevelopment would have necessitated the submission of an employment land conversion request prior to August 3, 2021. In our opinion, it is likely that the conversion request would have been approved by the City and/or the Province. Upon approval of the conversion request, it is likely that the City would have approved a subsequent rezoning application to permit a residential/mixed-use development as described above.

In the alternative, the subject site would have had potential for continuation of the existing place of worship uses, together with an expansion thereto, in accordance with the as-of-right zoning. In addition, subject to a rezoning, the subject site could have been redeveloped for a wide range of non-residential uses, including office uses, retail and service commercial uses and industrial/warehousing uses.

Site and Surroundings

The subject site is located on the west side of Markham Road, immediately south of its intersection with Tuxedo Court and approximately 250 metres north of Ellesmere



Road. The subject site is generally rectangular in shape, with an area of approximately 1.72 hectares (17,236 square metres). It has a frontage of approximately 93.5 metres along Markham Road and a depth ranging from approximately 167.1 metres along its northerly property line to approximately 205.1 metres along its southerly property line.

The subject site is currently developed with a 2-storey place of worship with a gross floor area of 7,397 square metres occupied by Global Kingdom Ministries, as well as an associated surface parking lot. The place of worship building is located on the easterly portion of the subject site, with the primary surface parking area located to the west of the building and a smaller surface parking area to the south of the westerly portion of the building. The parking lot is set back approximately 8.0 metres from the west property limit and 4.5 metres to 8.5 metres from the north property limit, with a retaining wall along its edge.

Beyond the parking lot to the north and west are lands associated with the East Highland Creek valley, which are included within the Toronto Region Conservation Authority (TRCA) Regulation Limit and the City of Toronto Ravine and Natural Feature Protection By-law. The TRCA Regulation Limit extends into the existing parking lot area by approximately 5-10 metres.

The subject site is served by two driveways from Markham Road. The northerly driveway is shared with the adjacent property to the north at 1256 Markham Road and is subject to mutual easements in favour of each property. It intersects with Markham Road at a signalized intersection opposite Tuxedo Court, and offers full-moves access to and from Markham Road. The shared driveway runs east-west along the northerly limit of the subject site. The driveway easement on the adjacent 1256 Markham Road property (Part 3 on Reference Plan 66R-31325) is stratified (i.e. above-grade only).

The southerly driveway is located just north of the south property limit and allows fullmoves access to Markham Road. It is unsignalized.

The subject site is located within the Woburn North neighbourhood, in central Scarborough. The neighbourhood is generally bounded by Highway 401 to the north, East Highland Creek and Markham Road to the east, Ellesmere Road and Lawrence Avenue East to the south, and McCowan Road to the west. The Woburn North neighbourhood is characterized by a mix of commercial uses and high-rise apartment buildings clustered in a node around the Markham/Ellesmere intersection, with low-rise employment uses in the northwest quadrant of Markham and Ellesmere and low-rise residential neighbourhoods to the east and southwest beyond the Markham/Ellesmere node.

The employment area in the northwest quadrant of Markham and Ellesmere is generally occupied by light industrial uses, with commercial uses and hotels located



to the north along Markham Road and mixed industrial-commercial buildings fronting on Ellesmere Road. There are no manufacturing uses in proximity to the subject site.

The following provides an overview of the immediate surroundings.

North: To the immediate north of the subject site is a surface parking lot which serves the place of worship, and is served by the shared mutual driveway from Markham Road. As set out below, the property was severed from the subject site and is now municipally known as 1256 Markham Road. The 1256 Markham Road property is approximately 9,687 square metres in size and, as described in detail later in this letter, has been rezoned to permit 29- and 31-storey residential towers connected by a 4-storey podium.

Abutting the 1256 Markham Road property to the north are vacant lands at 1260 Markham Road, which were conveyed to the TRCA to accommodate a previously planned extension of Bushby Drive easterly to Markham Road. To the north of 1260 Markham Road is a free-standing 2-storey commercial building and surface parking lot at 1280 Markham Road occupied by a McDonald's restaurant and drive-through.

Further to the north, at the southwest corner of Markham Road and Progress Avenue, is a vacant lot which includes the channel of the East Highland Creek (905 Progress Avenue). To the west, along the south side of Progress Avenue, is a one-storey structure at 895 Progress Avenue used for utility purposes (a hydro substation). Further west is a 5-storey office building at 885 Progress Avenue which backs onto the East Highland Creek.

East: To the immediate east of the subject site, at the southeast corner of Markham Road and Tuxedo Court, is an older slab-style 15-storey apartment building at 10 Tuxedo Court. Further to the east are four other 15-storey apartment buildings fronting on Tuxedo Court (20, 30, 40 and 50 Tuxedo Court).

At the northeast corner of Markham Road and Tuxedo Court is a one-storey commercial building occupied by a Tim Hortons restaurant at 60 Tuxedo Court, to the north of which are a one-storey commercial building occupied by a grocery store at 1255 Markham Road and a 13-storey apartment building at 1275 Markham Road.

To the southeast of the subject site, south of the 10 Tuxedo Court building, is a singlestorey commercial plaza containing a range of non-residential uses, including restaurants, medical offices and personal service shops, as well as surface parking (1221 Markham Road). The site was rezoned in 2011 to permit three residential towers with heights of 25 storeys along Markham Road and 20 and 26 storeys within the interior portion of the site, together with a new public road, resulting in a density of 3.29 FSI. As of the effective date, a Site Plan Approval application was under review



which provided for an increase in the height of the tower fronting on Markham Road to 30 storeys and an increase in the proposed density to 3.89 FSI.

To the south of 1221 Markham Road are two 16-storey apartment buildings at 2180 and 2190 Ellesmere Road. The westerly building at 2180 Ellesmere Road fronts on Markham Road. To the south is a Shell gas station, located at the northeast corner of the Markham/Ellesmere intersection (1201 Markham Road).

South: To the immediate south of the subject site are two single-storey industrialcommercial multiple unit buildings at 1210 and 1220 Markham Road. The building at 1220 Markham Road is set back approximately 12.5 metres from its north property line abutting the subject site, with individual units facing north toward a driveway and a single row of parking serving the units. As of the effective date, the units included Canada Japanese Auto Parts and Wedding Event Shop.

To the southwest, the subject site abuts similar single-storey industrial-commercial buildings at 2030-2040 Ellesmere Road and 2050-2060 Ellesmere Road, which are served by an interconnected driveway system which connects with the northerly driveway serving 1220 Markham Road. The buildings include tenants such as Anig Windows and Nortel Manufacturing office and showroom at 2040 Ellesmere Road, Discounter's Pool and Spa Warehouse at 2050 Ellesmere Road and Home Essentials clearance centre at 2056 Ellesmere Road.

Further to the south, at the northwest corner of the Markham/Ellesmere intersection, are 3-storey and 5-storey office buildings at 1200 Markham Road and 2100 Ellesmere Road, respectively.

To the south of Ellesmere Road along both sides of Markham Road are a number of existing and proposed residential/mixed-use developments including tall buildings. The lands at the southeast corner of Markham Road and Ellesmere Road are the subject of a rezoning application submitted on March 1, 2021 to permit four buildings of 36, 34, 19 and 6 storeys with an overall density of 6.68 FSI (1125-1137 Markham Road and 2141 Ellesmere Road).

Further south is an approved development consisting of four buildings with heights of 28, 28, 16 and 14 storeys and stacked townhouses with an overall density of 5.69 FSI (1-2 and 30-40 Meadowglen Place) and an approved 34-storey mixed use building with a density of 9.26 FSI (1021-1035 Markham Road). As of the effective date, the northerly 28-storey and 16-storey buildings at Meadowglen Place had been completed and the southerly 28-storey and 14-storey buildings were under construction.

On the west side of Markham Road south of Ellesmere is an older slab-style 19-storey apartment building.



West: To the immediate west of the subject site are the East Highland Creek valley lands, which extend west to Bellamy Road North and are approximately 80-110 metres wide adjacent to the subject site. To the northwest, on the opposite side of the valley, are a number of industrial and commercial buildings along Production Drive, including a one-storey building at 70 Production Drive backing onto the valley lands (A.T. Designs), followed by a one-storey building at 80 Production Drive (Penske Truck Rental) and a one-storey multi-unit industrial-commercial building at 90-128 Production Drive. Along the west side of Production Drive are four low-rise commercial and industrial buildings at 20-30, 40, 50-52 and 60 Production Drive.

There are a number of proposed and approved development applications within the vicinity of the subject site. Table 1 below summarizes the active development applications as mentioned in the paragraphs above:

Address	Proposed Use	Height	Status
1250 Markham	Existing place of	2 storeys	Approved (By-law
Road (Subject	worship (and approved	existing (5-	865-2019(LPAT))
Site)	parking garage)	level garage)	
1221 Markham	Three residential	20, 26 and 30	Proposed
Road	buildings	storeys	
1125-1137	Four residential	6-36 storeys	Proposed
Markham Road	buildings		
and 2141			
Ellesmere Road			
1-2 and 30-40	Four residential	14-28 storeys	Approved/under
Meadowglen	buildings and stacked		construction
Place	townhouses		
1021-1035	Mixed Use Building	34 storeys	Approved
Markham Road			

Table 1

Transportation Context

With respect to transit, the subject site has access to a number of existing surface transit routes, including the following:

• **102 Markham Road**: the 102 Markham Road bus route generally runs in a north-south direction from Major Mackenzie Drive East in the north to the Warden subway station in the south. The bus route is part of the TTC's 10-minute network and operates every 10 minutes or less during the day and into the evening on weekdays and every 12 minutes or less on Saturdays and



Sundays. Northbound and southbound stops are located at the intersection with Tuxedo Court, immediately adjacent to the site.

- **902 Markham Road Express**: the 902 Markham Road Express bus route generally runs in a north-south direction from Morningside Avenue at Passmore Avenue in the north to Warden subway station in the south. The bus route operates an express service on weekdays. The subject site is located approximately 190 metres from the southbound stop at Progress Avenue, and approximately 230 metres from the southbound stop at Ellesmere Road.
- 134 Progress: the 134 Progress bus route generally runs in a north-south direction from Baldoon Road at Finch Avenue East to the Scarborough Centre RT station. The bus route runs every 15 to 20 minutes on weekdays, and every 20 minutes on Saturdays and Sundays. The subject site is located approximately 275 metres walking distance from the southbound stop at Progress Avenue and Markham Road.
- 913 Progress Express: the 913 Progress Express bus route generally runs in an east-west direction from Centennial College at Progress Avenue to Scarborough Centre Station. The bus route operates on an express bus service. The subject site is located approximately 275 metres from the southbound stop at Progress Avenue and Markham Road.
- 95 York Mills: the 95 York Mills bus route generally runs in an east-west direction from the York Mills subway station to the intersection of Kingston Road and Rylander Boulevard. The bus route is part of the TTC's 10-minute network and operates every 10 minutes or less during the day and into the evening 7 days a week. The subject site is located approximately 250 metres walking distance from the westbound stop at Ellesmere Road and Markham Road.
- 38 Highland Creek: the 38 Highland Creek bus route generally runs in an east-west direction from the Scarborough Centre RT station to the Rouge Hill GO station. The bus route runs every 12 to 15 minutes, each day of the week. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 133 Neilson: the 133 Neilson bus route generally runs in a north-south direction from Finch Avenue East and Morningside Avenue to the Scarborough Centre RT station. The bus route runs every 10 to 13 minutes weekdays, and every 12 to 15 minutes on Saturdays and Sundays. The subject site is located approximately 250 metres from the westbound stop at Ellesmere Road and Markham Road.
- 995 York Mills Express: the 995 York Mills Express bus route generally runs in an east-west direction from York Mills Station to University of Toronto Scarborough Campus. The bus route operates an express bus service on weekdays. The subject site is located approximately 250 metres from the westbound stop at Markham Road and Ellesmere Road.



TTC Subway Line 3 – Scarborough

The subject site is located approximately 1.3 kilometres from McCowan Station, the terminus station on TTC Line 3 - Scarborough RT. Line 3 connects to TTC Line 2 - Bloor-Danforth, which provides service to various areas in the City of Toronto.

GO Transit

The 41 GO Bus Route runs in an east-west direction generally from the Pickering GO station to the Hamilton GO Centre. The subject site is located approximately 690 metres from the Centennial College GO stop located at Centennial College, to the northeast.

Durham-Scarborough BRT

The proposed Durham-Scarborough Bus Rapid Transit (BRT) line will run approximately 36 kilometres in an east-west direction from Downtown Oshawa and Ontario Tech University in the east to Scarborough City Centre in the west, and will run along Ellesmere Road in Toronto and along Highway 2 in Durham Region. The subject site is located approximately 250 metres north of the proposed Markham Road BRT stop, located at the intersection of Markham Road and Ellesmere Road.

Background

In 2005 and 2010, two Site Plan Approval (SPA) applications (File Nos. 05 179341 ESC 38 SA and 10 109204 ESC 38 SA, respectively) were submitted in order to permit the development of the subject site with a place of worship and subsequent additions including a recreational facility with a gymnasium and community access rooms. The applications were approved on July 4, 2007 and August 7, 2012, respectively.

In 2014, a further SPA application (File No. 14 117859 ESC 38 SA) was submitted to permit the construction of two additions to the existing place of worship building. The application was reviewed by City Planning and commenting divisions and agencies, but is currently inactive.

2011 Official Plan Review/Municipal Comprehensive Review

Five years after the current (2006) City of Toronto Official Plan came into force, the City commenced an Official Plan Review/Municipal Comprehensive Review in May 2011, which included a comprehensive review of the Official Plan's employment policies and lands designated *Employment Areas*.



On November 20, 2013, the owner of the subject site (Global Kingdom Ministries) wrote to the City as part of the Municipal Comprehensive Review to request that the property municipally at 1250 Markham Road (including the lands now known as 1256 Markham Road) be redesignated from *Employment Areas* to permit a mixed-use residential and retail development permission for the property. As outlined in the letter, the purpose of the request was to permit the development of a "life-lease" seniors' residential complex with street level retail on the northern portion of the property that would focus on the church congregation and the local community.

A supplementary City Planning staff report dated December 12, 2013 included an evaluation of the employment conversion request for 1250 Markham Road and recommended that the northerly half of the property be redesignated to *Mixed Use Areas*, with a Site and Area Specific Policy No. 450, which among other things permitted only a residential building for senior citizens on the north half of the property (Parcel 'A') and a place of worship and ancillary community facility and recreational uses on the south half of the property (Parcel 'B'). Additional details regarding SASP 450 are set out in the following section.

The staff report concluded that:

"Given the site specific characteristics and its location on a major road, it is staff's opinion that the requested conversion will not adversely affect the overall viability of the larger Employment Area extending west of the Highland Creek lands or along Progress Avenue. Staff support the request to construct a seniors residence on the northerly portion of the parcel, and a new Site and Area Specific Policy is proposed to be added to Chapter 7 to permit a seniors residence on the existing church parking lot."

On December 18, 2013, City Council adopted Official Plan Amendment 231 (OPA 231) which established updated policies for economic health, employment lands and designations. At the same meeting, City Council considered a number of requests to convert various employment lands throughout the City to introduce additional uses beyond the permitted employment uses. With respect to the 1250 Markham Road property, City Council adopted the staff recommendation regarding the conversion request by redesignating the northerly half of the property to *Mixed Use Areas* and by adding Site and Area Specific Policy 450 (SASP 450). The southern portion of the property (i.e. the subject site) was redesignated to *General Employment Areas*.

OPA 231 was approved by the Minister of Municipal Affairs and Housing in July 2014 and the decision was subsequently appealed to the Ontario Municipal Board (OMB), now known as the Ontario Land Tribunal (OLT).



On June 22, 2015, the OMB issued an order partially approving OPA 231, bringing into effect the *Mixed Use Areas* designation for the northern portion of the property and SASP 450. On December 20, 2016 the OMB issued a further order approving additional portions of non-policy text, policies and mapping of OPA 231. Among other matters, the approval brought into effect both the *Core Employment Areas* and *General Employment Areas* land use designations and mapping, save and except certain policy and site-specific appeals remaining before the OMB.

2015 Rezoning Application

Pursuant to the redesignation approved through OPA 231, the owners filed a rezoning application and a Site Plan Approval application on August 11, 2015 to permit a seniors' residential development on the northerly portion of the subject site, comprised of 449 "life lease" residential units. Two towers were proposed at 25 and 30 storeys in height connected by a 4-storey podium (Towers 1 and 2, respectively), with Tower 1 located closest to Markham Road. Tower 1 was proposed to include retail uses on the ground floor. The application also included a four-level above-ground parking structure with 545 parking spaces on the southwest portion of the site to provide replacement parking to serve the existing place of worship.

On November 10, 2015, Scarborough Community Council considered a Preliminary Report on the rezoning application from the Director, Community Planning, Scarborough District dated October 19, 2015. The Preliminary Report identified a number of issues to be resolved and recommended that a community consultation meeting be scheduled.

The Applicant appealed the rezoning and Site Plan Approval applications to the OMB on December 1, 2017 due to Council's failure to make a decision on them within the time prescribed by the *Planning Act*. The OMB was renamed the Local Planning Appeal Tribunal (LPAT) on April 3, 2018. A pre-hearing conference at the LPAT was scheduled for June 5, 2018.

On May 22, 2018, City Council considered a Request for Direction Report on the rezoning and Site Plan Approval applications from the Director, Community Planning, Scarborough District dated April 26, 2018, which directed City staff to attend at the LPAT in support of a settlement to the appeal, subject to resolving the outstanding matters identified in the report.

On May 24, 2018, more or less concurrently with its adoption of the Request for Direction report, City Council adopted Official Plan Amendment No. 409 (OPA 409), arising out of the Scarborough Centre Transportation Master Plan. OPA 409 amended Schedule 2 (The Designation of Planned but Unbuilt Roads) by deleting the segment of the Bushby Drive Extension between Bellamy Road North and Markham Road. It



also deleted paragraph (e) of SASP 450, which formerly had required all new development on the subject site to "protect land for the possible future extension of Bushby Drive from Grangeway Avenue to Markham Road".

On July 30, 2018, an oral decision was issued by the LPAT approving the Zoning Bylaw Amendment in principle, followed by a written decision issued on August 17, 2018. Subsequently, on September 7, 2018, the LPAT issued an oral decision approving the Site Plan Approval application, subject to the site plan approval conditions. The written decision was issued on September 27, 2018. Subsequently, the final form of the zoning by-law was assigned By-law number 865-2019(LPAT).

By-law 865-2019(LPAT) rezoned the northerly portion of the property to CR (Commercial-Residential) and permits its redevelopment for two towers of 29 storeys (92.5 metres) and 31 storeys (98.5 metres), connected by a 4-storey podium. A maximum of 565 residential units are permitted, with a total gross floor area of 47,000 square metres, of which a maximum of 552 square metres is permitted for non-residential uses. The resulting permitted density is 4.85 FSI.

The minimum required setbacks from the north and west lot lines adjacent to the East Highland Creek valley are 7 metres and 8 metres, respectively.

By-law 865-2019(LPAT) also rezoned the southerly portion of the property (i.e. the subject site) to permit a maximum gross floor area of 9,705 square metres for a place of worship (which would allow a 2,307 square metre expansion of the existing place of worship) as well as a 5-level (16.0 metre) above-grade parking structure. A minimum setback of 7 metres is required from an abutting Open Space (O) zone, as well as an 8 metre setback from the south lot line (2.5 metres for the above-grade parking structure).

Policy and Regulatory Context

Planning Act

The *Planning Act* includes a number of restrictions applying to employment areas. In particular, it provides that there is no appeal to the Ontario Land Tribunal (OLT) from Official Plan Amendment and rezoning applications that seek to "remove any land from an area of employment". The subject site is located in an "area of employment" as defined by the *Planning Act*. Effectively, the result of the prohibition is that lands within employment areas cannot be converted to non-employment uses except if supported by the City and/or at the time of a Municipal Comprehensive Review (see below).



Provincial Policies

The Provincial Policy Statement ("PPS") came into effect on May 1, 2020 and provides policy direction on matters of Provincial interest related to land use planning and development. In accordance with Section 3(5) of the Planning Act, all land use planning decisions are required to be consistent with the PPS.

One of the key policy directions in the PPS is to build strong communities by promoting efficient development and land use patterns. To that end, the PPS contains a number of policies that promote intensification, redevelopment and compact built form, particularly in areas well served by transit.

The PPS also contains policies regarding the planning, protection and preservation of employment areas. Among other matters, it states that municipalities 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. As an exception to the foregoing, an employment land conversion may be permitted prior to a comprehensive review where the lands not located in a provincially significant employment zone (PSEZ), provided that the conversion satisfies specified criteria, including that there is an identified need for the conversion, that the proposed uses would not affect the overall viability of the employment area, and that sufficient infrastructure is available to accommodate the proposed uses. The subject site is not located in a PSEZ.

As of May 16, 2019, the Growth Plan for the Greater Golden Horseshoe, 2017 (the "2017 Growth Plan") was replaced with the Growth Plan for the Greater Golden Horseshoe, 2019 (the "Growth Plan (2019)"). All decisions made on or after this date in respect of the exercise of any authority that affects a planning matter are required to conform with the 2019 Growth Plan, subject to any legislative or regulatory provisions providing otherwise. Subsequently, on August 28, 2020, the 2019 Growth Plan was amended by Growth Plan Amendment No. 1.

Similar to the PPS, the Growth Plan supports mixed-use intensification within built-up urban areas as a method to accommodate forecasted growth in complete communities, particularly in areas that are well served by infrastructure such as public transit. Policy 2.2.1(2)(c) provides that, within settlement areas, growth will be focused in delineated built-up areas, strategic growth areas, locations with existing or planned transit (with a priority on higher order transit where it exists or is planned), and areas with existing or planned public service facilities. Strategic growth areas include lands along major arterial roads with frequent transit service. In turn, "frequent transit" is defined as a public transit service that runs at least every 15 minutes in both directions throughout the day and into the evening every day of the week.



The Growth Plan also provides detailed policies regarding employment areas in Section 2.2.5. It directs that sufficient land be made available to accommodate projected employment growth, recommends the designation and preservation of employment lands adjacent to major goods movement facilities and corridors, prohibits major retail uses and residential uses within employment areas, and requires the provision of an appropriate interface between employment areas and adjacent non-employment areas.

Policy 2.2.5(9) states that the conversion of lands within an employment area to nonemployment uses may be permitted only through a "municipal comprehensive review", subject to a number of criteria. Notwithstanding Policy 2.2.5(9), Policy 2.2.5(10) permits conversions prior to a municipal comprehensive review, provided they do not include any part of an employment area designated as a PSEZ, subject to demonstrating that there is a need for the conversion, that the proposed uses would not adversely affect the overall viability of the employment area, that there is sufficient infrastructure to accommodate the proposed uses and that a significant number of jobs would be maintained on the lands.

City of Toronto Official Plan

The Official Plan for the amalgamated City of Toronto was adopted on November 26, 2002 and was approved by the OMB on July 6, 2006. Numerous amendments to the Official Plan have subsequently been approved.

The subject site is identified as an *Employment Area* on Map 2 (Urban Structure) and is designated *General Employment Areas* on Map 22 (Land Use). Adjacent lands to the south of the subject site are also designated *General Employment Areas*. Lands to the west of the subject site are designated *Natural Areas* (i.e. the East Highland Creek valley), while the lands immediately north and east of the subject site are designated *Mixed Use Areas* (i.e. including the development site at 1256 Markham Road).

Employment Areas are places of business and economic activities vital to Toronto's economy and future economic prospects. Specifically, *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.

Permitted uses include all types 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, and media, information and technology facilities, as well as



automobile dealerships, fitness centres, restaurants and all types of retail and service uses. Places of worship are not a permitted use.

New retail developments of 6,000 square metres or more and new retail stores of over 6,000 square metres are permitted within the *General Employment Areas* designation on lands that front on a major street (such as Markham Road), subject to a number of conditions.

Policy 4.6(7) sets out a number of criteria for development within all *Employment Areas*. In particular, development within *Employment Areas* is required to contribute to the creation of competitive, attractive, highly functional *Employment Areas* by:

- supporting, preserving and protecting major facilities, employment uses and the integrity of *Employment Areas*;
- encouraging the establishment of key clusters of economic activity with significant value-added employment and assessment;
- providing a high quality public realm with a connected, easily understood, comfortable and safe network of streets, parks and accessible open spaces;
- integrating the development into the public street network and systems of roads, sidewalks, walkways, bikeways and transit facilities, and establishing new segments where appropriate;
- mitigating the potential negative impacts from traffic generated by development within *Employment Areas* and adjacent areas;
- providing adequate parking and loading on-site;
- sharing driveways and parking areas wherever possible;
- avoiding parking between the public sidewalk and retail uses;
- mitigating the potential adverse effects of noise, vibration, air quality and/or odour on major facilities and/or other businesses as determined by noise, vibration, air quality and/or odour studies;
- providing landscaping on the front and any flanking yard adjacent to any public street, park and open space to create an attractive streetscape, and screening parking, loading and service areas;
- providing a buffer and/or mitigating adverse effects, where appropriate, to *Neighbourhoods*, *Apartment Neighbourhoods* and *Mixed Use Areas*; and
- ensuring that where zoning by-law(s) permit open storage and/or outdoor processing of goods and materials as accessory/ancillary uses, the open storage and/or processing is:
 - o limited in extent;
 - generally located on an area of the property where potential adverse effects on sensitive land uses, including residential uses, are mitigated;
 - well screened by fencing and landscaping where viewed from adjacent streets, highways, parks and neighbouring land uses; and



 in terms of noise, vibration and emissions, not adversely affecting sensitive land uses, including residential uses, outside of *Employment Areas* where permitted or existing within the influence area of the proposed open storage and/ or outdoor processing use.

With respect to employment land conversions, Policy 2.2.4(14) states that the following proposals are considered to be conversions and may only be permitted by a Municipal Comprehensive Review:

- the redesignation of land from an *Employment Area* designation to any other designation;
- the introduction of a use that is otherwise not permitted in an *Employment Area*;
- the introduction of a use that may be permitted in a *General Employment Area* into a *Core Employment Area*; and
- the redesignation of a *Core Employment Area* to a *General Employment Area* designation.

Policy 2.2.4(17) sets out a list of matters to be considered in assessing employment land conversions. In addition to the matters identified in the PPS and the Growth Plan, Policy 2.2.4(17) also requires consideration of matters such as land use compatibility and the availability of community services and facilities.

Site and Area Specific Policy 450

The subject site is subject to Site and Area Specific Policy 450 (SASP 450), which applies collectively to the properties at 1250 and 1256 Markham Road and includes the following provisions:

- a) On Parcel "A" (1256 Markham Road), 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" (1250 Markham Road).
- 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.

Zoning By-law

The subject site is subject to the former City of Scarborough Employment Districts Bylaw No. 24982 (Progress Employment District), as amended by By-law 865-2019(LPAT), and is not subject to the new City-wide Zoning By-law 569-2013.



By-law 24982 zones the subject site M (Industrial), which permits industrial uses (including manufacturing, warehousing, computer and data processing, and research and development uses), as well as offices (excluding medical and dental offices), places of worship, recreational uses, day nurseries and educational and training facility uses, among other uses.

The site is subject to a number of performance standards, as follows:

- Performance Standard No. 410(f): the gross floor area of a place of worship minus the gross floor area of all basements shall not exceed 9,705 square metres.
- Performance Standard No. 503: the maximum building coverage is 24.5% of the area of the lands for an above-ground parking structure associated with a place of worship and 35.5% of the area of the lands for all other uses.
- Performance Standard No. 918: the minimum street yard setback is 8 metres.
- Performance Standard No. 1016: the minimum building setback from a lot line abutting an Open Spaces Zone is 7 metres (i.e. the westerly lot line).
- Performance Standard No. 1121: the minimum setback from the south lot line is 8 metres (with a maximum setback of 85 metres), except that an aboveground parking structure may be set back a minimum of 2.5 metres and a maximum of 83 metres from the south lot line.
- Performance Standard No. 1700: Sub-Clause 7.4.1 regarding height (above grade parking structures) is not applicable.
- Performance Standard No. 2012: the provisions of Clause V, Sub-Clause 23 (regulations for places of worship in zones other than the PW Zone) are not applicable.
- Performance Standard No. 2713: the maximum height of an above-grade parking structure (excluding stairwells and elevator rooms) is 16 metres.

Markham-Ellesmere Revitalization Study

On August 6, 2009, City Council adopted Official Plan Amendment No. 71 (OPA 71) which establishes a policy framework for the implementation of the recommendations of the Markham-Ellesmere Revitalization Study. The study examined sites fronting on, or in close proximity to, Markham Road between Progress Avenue and the Hydro Corridor south of Brimorton Drive which are designated *Mixed Use Areas* or *Apartment Neighbourhoods*.

The resulting Site and Area Specific Policy 322 (SASP 322), associated Urban Design Guidelines and Conceptual Master Plan for the Markham-Ellesmere Revitalization Study included a number of policies and design guidelines for improvements to the



Markham Road public realm in addition to the specific policies on the area growth, potential intensification and revitalization.

Although the subject site is not located within the area subject to SASP 322, the Markham-Ellesmere Revitalization Study provides guidance regarding the development of areas surrounding the subject site, including new public road connections east of Markham Road (connecting Tuxedo Court to Ellesmere Road) and supporting private and public investment in the renewal of the area.

Tall Building Design Guidelines

The City-Wide Tall Building Design Guidelines define a tall building as a building having a height that is greater than the width of the adjacent street right-of-way or the wider of two streets if located at an intersection.

On May 7, 2013, City Council adopted City-wide Tall Building Design Guidelines, which update and replace the "Design Criteria for the Review of Tall Buildings Proposals" (2006). The document specifically notes that the Tall Building Design Guidelines are "intended to provide a degree of certainty and clarity of common interpretation, however, as guidelines, they should be afforded some flexibility in the application, particularly when looked at cumulatively."

The Guidelines include sections related to site context, site organization, tall building massing and pedestrian realm. Key guidelines include a maximum floor plate size of 750 square metres, a minimum tower setback of 12.5 metres from the side and rear property lines and a minimum separation distance of 25 metres between towers on the same site.

Analysis and Opinion

We have considered three potential development options for the subject site, 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.

Option 1: Continuation and Potential Expansion of the Place of Worship Use

As set out above, the zoning applicable to the subject site would permit continuation of the existing place of worship use on the subject site, together with a 2,307 square metre expansion, for a total gross floor area of 9,705 square metres. It would also



allow a new 5-storey above-grade parking structure, in part to replace the existing surface parking on the 1256 Markham Road property once it is redeveloped.

Option 2: Other Employment Uses

As set out above, the *General Employment Areas* designation applying to the subject site would permit a wide range of employment uses, including manufacturing and warehousing, as well as office uses.

While the existing M zoning permits a range of non-residential uses, including offices (except for medical and dental offices), recreational uses, day nurseries and educational and training facility uses in addition to industrial uses, the applicable performance standards only permit gross floor area associated with a place of worship. Therefore, it is likely that a rezoning would be required to permit gross floor area associated with any of the other uses listed under the M zoning.

As well, a rezoning would be required to permit non-residential uses permitted by the *General Employment Areas* designation that are not permitted by the M zoning, including medical and dental offices, automobile dealerships, vehicle repair and services, storage, media, information and technology facilities, fitness centres, restaurants, retail stores (up to 6,000 square metres) and service commercial uses. Retail stores of over 6,000 square metres would be permitted through a rezoning, subject to satisfying the conditions set out in Policies 4.6(5) and 4.6(6) of the Official Plan.

Option 3: Residential/Mixed-Use Development

In our opinion, a residential/mixed-use development similar to the one that has been approved for the property at 1256 Markham Road would be supportable and appropriate on the subject site from a planning perspective and, as of the effective date, would likely have been approved.

In this regard, because the subject site is identified as an *Employment Area* on Map 2 of the Official Plan and is designated *General Employment Areas*, an employment land conversion would be required in order to permit residential uses. As described above, the prohibition in the *Planning Act* on the appeal of a site-specific application for an employment land conversion, taken together with the employment conversion policies in the Provincial Policy Statement, the Growth Plan for the Greater Golden Horseshoe and the Official Plan, means that the only reasonably likely way to achieve an employment land conversion would be by filing a request as part of the City's municipal comprehensive review. In that regard, while the PPS and the Growth Plan would both allow the City of Toronto to consider employment conversions prior to a municipal



comprehensive review, the City's Official Plan policies only permit conversions through the municipal comprehensive review process.

The City of Toronto initiated its current municipal comprehensive review process on August 4, 2020, in order to bring its Official Plan into conformity with the Growth Plan by the Provincially mandated deadline of July 1, 2022. The municipal comprehensive review process included a one-year window between August 4, 2020 and August 3, 2021 during which employment land conversion requests could be filed.

As of the effective date (April 16, 2021), the one-year window was open and it would have been possible to file a conversion request by the deadline of August 3, 2021, requesting the redesignation of the subject site from *General Employment Areas* to *Mixed Use Areas* i.e. identical to the 1256 Markham Road property. As of that date, it would have been expected that the Official Plan Amendment(s) arising out of the municipal comprehensive review process would have been adopted by the Provincial deadline of July 1, 2022 and that Provincial approval of the Official Plan Amendment(s) would have occurred on or prior to January 15, 2023 i.e. 135 days in accordance with the statutory timeframes (15 days to forward the Official Plan Amendment to the Province, and 120 days from receipt for the Province to issue its decision).

In this regard, the process would have been similar to the process that was followed for the conversion of the 1256 Markham Road property as part of OPA 231, with the exception that the *Planning Act* had been amended in the intervening years to remove the right of a landowner to appeal the Province's decision to the Ontario Land Tribunal.

In our opinion, a request to convert the subject site to *Mixed Use Areas* would likely have been supported by City staff and Council through the municipal comprehensive review process, for the following reasons:

- 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.
- 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.
- The subject site is not located in a Provincially Significant Employment Zone (PSEZ).
- Intensification of the subject site for residential/mixed-use purposes would promote the achievement of transit-supportive intensification in accordance



with the PPS and the 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).

- 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).
- Residential/mixed uses on the subject site 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.

It is likely that, as part of approval of the conversion request, the City would have required a minimum amount of non-residential gross floor area as part of a mixed-use development in order to give effect to Growth Plan and Official Plan policies that seek to maintain a significant number of jobs on lands that are sought to be converted.

In the unlikely event that the conversion request was not approved by City staff or Council, it is noted that, once the Official Plan Amendment is submitted to the Province for approval, there is an ability for a landowner to request the Province to modify the Official Plan Amendment as adopted by the City.

For all of the foregoing reasons, we are of the opinion that an employment conversion request would likely have been successful.

Following approval of the conversion request, a rezoning application would be necessary in order to rezone the site from M (Industrial) to CR (Commercial-Residential) to implement the permission for residential/mixed uses and to establish the permitted height, massing and density. In this regard, a similar process was followed in respect of the rezoning for the 1256 Markham Road property.

As set out in detail below, it is our opinion that a residential/mixed-use development consisting of three tall residential buildings and a mixed-use podium would be appropriate and desirable on the subject site and that a rezoning application to permit such a development would likely have been approved by the City or, if necessary, on appeal to the Ontario Land Tribunal.

Site Organization

The proposed development would take its access primarily from the shared access driveway with the 1256 Markham Road property to the north in accordance with the mutual access easement. The access driveway would lead to a central loop and an internal open space courtyard that would provide access to all three buildings.



Although not necessary for the proposed development to function adequately, the existing all-moves driveway along the south limit of the site could also be maintained, which would provide an opportunity for separate service access for loading activities. Maintaining an 8 metre south side yard setback, as per the existing zoning, would protect for the driveway access in this location.

While the TRCA Regulation line encroaches into the west and northwest edges of the subject site, the 2019 Zoning By-law Amendment specified a 7 metre setback from the adjacent lot lines and did not require the dedication of any lands to the TRCA. Accordingly, we have assumed that development adjacent to the west and northwest property limits would need to maintain at least a 7 metre setback in accordance with the existing zoning.

Height, Massing and Density

In our opinion, the subject site would be appropriate for a podium-and-tower development, similar to the approved development at 1256 Markham Road to the north. A 4-storey base building along the Markham Road frontage would match the height of the podium at 1256 Markham Road and would create an appropriate building scale along both Markham Road and the main access driveway. The podium would continue westerly parallel to the south property line, with a wing extending north to define the edges of the central open space.

The site is sufficiently large to accommodate three tall residential towers, with 750 square metre floor plates and minimum 25 metre separation distances between the towers, all in accordance with the Tall Building Design Guidelines. In our opinion, a building height of up to 33 storeys would be appropriate and likely achievable, given the approval for 29-storey and 31-storey heights on the 1256 Markham Road property to the north. In our opinion, it would be appropriate for heights to step up slightly from north to south with greater proximity to the Ellesmere Road intersection, in recognition of the greater heights south of Ellesmere, which range up to 34 storeys (approved) and 36 storeys (proposed).

Similar to the approval at 1256 Markham Road and the proposal at 1221 Markham Road, it would be appropriate for the tallest height on the subject site to be located along the Markham Road frontage, with heights stepping down to west toward the East Highland Creek.

In Toronto, the achievable density an any given site is typically design-driven i.e. it is the outcome of the design process, rather than the determinant. However, subject to an appropriate design, a density in the order of 5.0 FSI would be generally appropriate having regard for the approved density of 4.85 FSI at 1256 Markham Road, as well as



the approved densities of 9.26 FSI at 1021-1035 Markham Road and 5.69 FSI at Meadowglen Place and the proposed density of 3.89 FSI at 1221 Markham Road.

Land Use

Unlike the approval of the conversion of 1256 Markham Road, for which there was no minimum required non-residential component, the changes in the policy framework since 2013 mean that it would have been reasonable to assume that the City would have required a minimum amount of non-residential (employment) gross floor area as part of any mixed-use development on the subject site. In this regard, we have assumed that that the City would have required a minimum of 0.5 FSI (or about 10% of the total gross floor area) to be non-residential gross floor area.

Based on our review, a non-residential component of this scale could be accommodated in the 4-storey base building fronting on Markham Road, with a larger non-residential floor plate. The required non-residential gross floor area could be accommodated through at-grade retail and service commercial space (while accommodating residential lobby spaces and building services) and office/institutional uses on Levels 2-4. The remainder of the 4-storey base building in the interior portion of the site would be entirely residential.

Concept Plan

Bousfields Inc. has prepared a Massing Analysis dated August 2023, a copy of which is attached to this letter, in order to analyze the achievable gross floor area and density based on the application of the principles set out above.

The Massing Analysis includes a 33-storey tower at the northeast corner of the site and two 29-storey towers in the southwest and south-central portions of the site. The two easterly towers would have a separation distance of 25 metres, measured on a diagonal, while the two southerly towers would be separated by 54 metres.

The resulting gross construction area (GCA) would be 91,626 square metres. Assuming a ratio of 0.91 between gross floor area (GFA) and GCA, the resulting GFA would be 83,380 square metres, representing a density of 4.84 FSI. Of the total GFA, we have assumed a residential GFA of 73,952 square metres and a non-residential GFA of 9,428 square metres (11.3% of the total GFA).

Timelines

Assuming that a rezoning application was submitted in January 2023, following Provincial approval of the Official Plan Amendment allowing the employment land conversion, it is our opinion that the expectation as of the effective date would have



been that approval of the rezoning application would likely take 15-18 months i.e. approval by April to July 2024.

Conclusion

In our opinion, the proposed residential/mixed uses as well as the proposed height, massing and density as described above are appropriate and supportable in land use planning terms and would likely have been approved, given the size of the site, its proximity to other proposed tall mixed use developments and its proximity to existing and planned transit service.

While an employment land conversion would be required to redesignate the subject site from *General Employment Areas* to *Mixed Use Areas*, it is our opinion that the City and/or the Province would likely have approved such a conversion request. A subsequent Zoning By-Law Amendment application would be required to permit the proposed residential and commercial uses as well as to increase the permitted height and density, which in our opinion would likely be approved.

We trust that the foregoing is satisfactory for your purposes. However, should you have any questions, please do not hesitate to contact the undersigned or Jessica Yi of our office.

Yours very truly,

Bousfields Inc.

Peter F. Smith B.E.S., MCIP, RPP

BOUSFIELDS INC.

Massing Analysis

Address 250 Markham Road, City Of Toronto

668

Prepared For Cassels Brock & Blackwell

August 2023

Project No. 23124

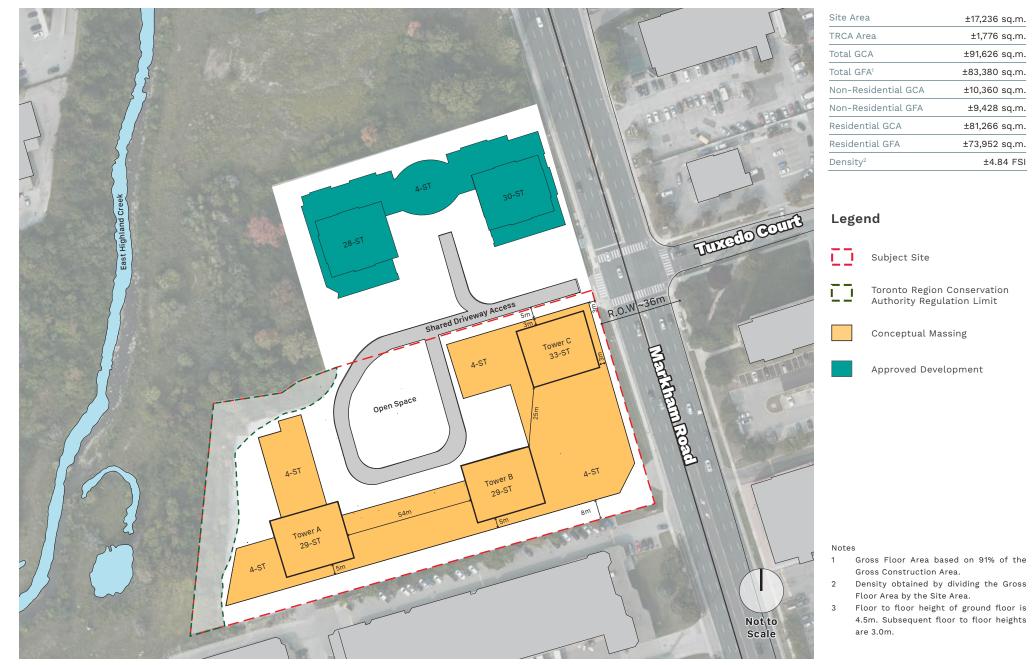
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Massing Concept | 1250 Markham Road, Toronto, ON

Plan View

August, 2023

Date





Project No. 23124

Massing Concept | 1250 Markham Road, Toronto, ON

Date 670^{August, 2023}

View Looking Northwest

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Legend

Subject Site

Toronto Region Conservation Authority Regulation Limit

Conceptual Massing

Approved Development

View Looking Southeast







Appendix W

Deloitte Restructuring Inc.

Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
1	2310909 Ontario Inc.	Yes	Admitted		52,104.38	52,104.38	52,104.38
2	2486966 Ontario Limited	Yes	Admitted		59,013.58	59,013.58	59,013.58
3	2557145 Ontario Inc.	No	Not proved		27,095.00		
4	2597779 Ontario Inc.	Yes	Admitted		82,980.00	82,980.00	82,980.00
5	9396527 Canada Inc.	Yes	Admitted		47,943.78	47,943.78	47,943.78
6	9396527 Canada Inc.	Yes	Admitted		47,598.38	47,598.38	47,598.38
7	Abdul Fattah Mansoor Hussain	Yes	Admitted		55,818.72	63,795.00	63,795.00
8	Abdul Mohammed	Yes	Admitted		46,978.65	46,978.65	46,978.65
9	Abdulali I Budhwani	No	Not proved		67,980.00		
10	Abinash C Bhalla	Yes	Admitted		69,980.00	69,980.00	69,980.00
11	Abraham K Mathew	Yes	Not proved		80,580.00	80,580.00	
12	Abul Hussain	Yes	Admitted		63,532.65	63,532.65	63,532.65
13	Adam Hoskins	No	Not proved		14,745.00		
14	Ahmad Pour Naghshband	Yes	Not proved		19,845.00	21,685.17	
15	Albert Adman	Yes	Not proved		60,862.65	60,862.65	
16	Aleem Ali	Yes	Admitted		66,780.00	66,780.00	66,780.00
17	Allan Abellanosa	No	Not proved		60,780.00		
18	Alteza De Castro	Yes	Admitted		67,180.00	67,180.00	67,180.00
19	Amiben Shah	Yes	Admitted		81,580.00	81,580.00	81,580.00
20	Ammukutty John	Yes	Admitted		66,680.00	68,680.00	68,680.00
21	Amuthini Kathirganthan	Yes	Admitted		70,128.38	70,128.38	70,128.38
22	Anandarajah Ruban	Yes	Admitted		22,495.00	22,495.00	22,495.00
23	Andora Prince	Yes	Admitted		48,048.98	48,048.98	48,048.98
24	Antony Thambimuthu	Yes	Admitted		79,217.52	79,217.52	79,217.52
25	Archana Kularanjitha Singham	No	Not proved		61,790.00		
26	Arlette Jarencio	Yes	Admitted		42,503.52	42,503.52	42,503.52
27	Ashish Tiwari & Disha Tiwari	Yes	Admitted		61,670.00	61,670.00	61,670.00
28	Asifali Sawani	Yes	Admitted		63,980.00	63,980.00	63,980.00
29	Asim Jamal	Yes	Admitted		49,280.00	49,280.00	49,280.00
30	Aslam Ul Ebad Khan	Yes	Admitted		57,980.00	57,980.00	57,980.00

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
31	Audrey Wandolo	Yes	Admitted		68,821.58	68,821.58	68,821.58
32	Avedis Merdjanian	Yes	Admitted		69,600.00	69,600.00	69,600.00
33	Avtar Singh Dhillon	No	Not proved		57,980.00		
34	Balvinder Singh Pannu	Yes	Admitted		69,625.00	69,625.00	69,625.00
35	Bernadita B Hilario	Yes	Admitted		61,180.00	61,180.00	61,180.00
36	Bernice Ishmael	Yes	Admitted		54,066.72	54,066.72	54,066.72
37	Bessie Schenk	Yes	Admitted		77,780.00	77,780.00	77,780.00
38	Bharti Jitendra Kotecha	Yes	Admitted		59,335.00	59,335.00	59,335.00
39	Bhikhubhai Patel	Yes	Admitted		57,380.00	57,380.00	57,380.00
40	Bhupinder Singh Bajwa	Yes	Admitted		73,180.00	73,180.00	73,180.00
41	Bhupinder Singh Bajwa	Yes	Admitted		77,380.00	77,380.00	77,380.00
42	Bhupinder Singh Bajwa	Yes	Admitted		81,580.00	81,580.00	81,580.00
43	Bhupinder Singh Bajwa	Yes	Admitted		80,580.00	80,580.00	80,580.00
44	Bijuan Wu	No	Not proved		71,800.00		
45	Blake Bonham	Yes	Admitted		19,995.00	19,995.00	19,995.00
46	Bratislav Knezevic	Yes	Not proved		58,225.00	58,220.00	
47	Brian Thompson	Yes	Admitted		91,180.00	91,180.00	91,180.00
48	Broadview Faith Temple	Yes	Admitted		18,195.00	18,195.00	18,195.00
49	Broadview Faith Temple	Yes	Admitted		35,045.00	35,045.00	35,045.00
50	Caesar Cheung	Yes	Admitted		18,250.00	18,250.00	18,250.00
51	Carmelita M Ramil	Yes	Admitted		60,580.00	60,580.00	60,580.00
52	Catherine Alarcon/Honey Joy Otanes	Yes	Admitted		80,580.00	80,580.00	80,580.00
53	Charanjit Singh Budhraja	Yes	Admitted		83,580.00	83,580.00	83,580.00
54	Chriselda Gonsalves	Yes	Not proved		37,645.00	37,645.00	
55	Chui Ping Heidi Chu	No	Not proved		82,580.00		
56	Chunbao Ren	Yes	Admitted		68,780.00	68,780.00	68,780.00
57	Claudette Reid	Yes	Admitted		100,580.00	100,580.00	100,580.00
58	Compton DeSouza	Yes	Admitted		72,980.00	72,980.00	72,980.00
59	Cynthia S Pascual	Yes	Admitted		72,825.00	72,825.00	72,825.00
60	Cyrus H Patel	No	Not proved		60,580.00	-	-

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
61	Cyrus H Patel	No	Not proved		67,980.00		
62	Daisy Phillipson	Yes	Admitted		88,980.00	88,980.00	88,980.00
63	Dale McLean	No	Not proved		66,180.00		
64	Dalston Ramalingam	Yes	Admitted		31,395.00	31,395.00	31,395.00
65	Danovan Bell	Yes	Admitted		58,180.00	58,180.00	58,180.00
66	Dennis Penner	Yes	Admitted		95,180.00	95,180.00	95,180.00
67	Devangnaben Ajaykumar Joshi	Yes	Admitted		61,780.00	61,780.00	61,780.00
68	Dhimitri Beci	Yes	Admitted		59,180.00	59,180.00	59,180.00
69	Diane Challenger	Yes	Admitted		72,380.00	72,380.00	72,380.00
70	Dineshkumar Patel	Yes	Admitted		55,980.00	55,980.00	55,980.00
71	Dipal Patel	Yes	Admitted		61,380.00	61,380.00	61,380.00
72	Donna Thomas	Yes	Not proved		57,580.00	57,580.00	
73	Donovan Ross	No	Not proved		14,145.00		
74	Dulce Manalo	No	Not proved		71,225.00		
75	Eldon Belo	Yes	Admitted		80,380.00	80,380.00	80,380.00
76	Elizabeth Rai	Yes	Not proved		69,080.00	69,080.00	
77	Elizabeth Samaroo	Yes	Admitted		89,165.00	89,165.00	89,165.00
78	Elizabeth Zamora	Yes	Admitted		38,728.69	38,728.69	38,728.69
79	Estifanos Haile	Yes	Not proved		43,204.32	43,204.32	
80	Evergreen Heritage Inc.	Yes	Admitted		45,777.15	45,777.15	45,777.15
81	Evergreen Heritage Inc.	Yes	Admitted		58,262.58	58,262.58	58,262.58
82	Faith White	Yes	Not proved		123,680.00	123,680.00	
83	Fathiya Al-Mahdaly	Yes	Admitted		51,180.00	51,180.00	51,180.00
84	Fatima Attarwala	Yes	Admitted		60,380.00	60,380.00	60,380.00
85	Florian Ilagan	Yes	Admitted		45,925.00	45,925.00	45,925.00
86	Gary Chung	Yes	Admitted		67,780.00	67,780.00	67,780.00
87	Girish Narula	Yes	Admitted		80,980.00	80,980.00	80,980.00
88	Girishkumar Patel	Yes	Admitted		86,870.00	86,870.00	86,870.00
89	Gloria Roberts-Fiati	Yes	Admitted		77,880.00	77,880.00	77,880.00
90	Gloria Roberts-Fiati	Yes	Admitted		42,680.00	42,680.00	42,680.00

Deloitte Restructuring Inc.

Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status Ra	unk / SOA	Amount	Admitted for
No		Claim?	C	lass Amount	Filed	Dividend
91	Grazyna Kasperowicz	Yes	Admitted	55,180.00	55,180.00	55,180.00
92	Handel Davids	No	Not proved	19,795.00	1	
93	Harinder Singh	Yes	Admitted	72,580.00	72,580.00	72,580.00
94	Harkirpal Singh	Yes	Admitted	61,025.00	61,025.00	61,025.00
95	Hazel Evadnie Davis	Yes	Admitted	68,225.00	68,225.00	68,225.00
96	Hee Seung Lee	Yes	Admitted	54,300.32	62,064.15	62,064.15
97	Helena Major	Yes	Admitted	95,180.00	95,180.00	95,180.00
98	Hersh Litvack	No	Not proved	1,000.00	1	
99	Hersh Litvack	No	Not proved	1,000.00	1	
100	Hersh Litvack	No	Not proved	1,000.00)	
101	Hersh Litvack	No	Not proved	1,000.00	1	
102	Hersh Litvack	No	Not proved	1,000.00	1	
103	Imran Ali	Yes	Admitted	116,780.00	116,780.00	116,780.00
104	Imran Haider Sheikh	Yes	Admitted	66,580.00	66,580.00	66,580.00
105	Indira Balasubramaniam	Yes	Admitted	28,040.00	28,040.00	28,040.00
106	Indumathi Zore	No	Not proved	27,895.00	1	
107	Inocencio Sanchez	Yes	Admitted	41,685.92	41,685.92	41,685.92
108	Iqbal Hashmi	Yes	Admitted	76,225.00	76,225.00	76,225.00
109	Iqbal Javed	Yes	Not proved	48,980.00	48,980.00	
110	Ishtiaq Mohammad	Yes	Admitted	53,780.00	53,780.00	53,780.00
111	Ishwarbhai G Parekh	Yes	Admitted	61,580.00	61,580.00	61,580.00
112	Jacqueline McKennon	Yes	Admitted	58,380.00	58,380.00	58,380.00
113	Jagjeet Gulati	Yes	Admitted	72,980.00	72,980.00	72,980.00
114	James Chang	Yes	Admitted	57,425.00	57,425.00	57,425.00
115	Jasodaben Parekh	Yes	Admitted	65,225.00	65,225.00	65,225.00
116	Jeffrey Vaughan	Yes	Admitted	95,978.00	95,978.00	95,978.00
117	Jiang Hua Huang	Yes	Admitted	57,580.00	57,580.00	57,580.00
118	Jigar Chaturbha Patel	Yes	Admitted	19,395.00	19,395.00	19,395.00
119	Jigna Dedhia	Yes	Admitted	60,462.15	60,462.15	60,462.15
120	Johnson Kathirvelu	Yes	Admitted	77,380.00	77,380.00	77,380.00

Deloitte Restructuring Inc.

Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status Rank	x/ SOA	Amount	Admitted for
No		Claim?	Clas	s Amount	Filed	Dividend
121	Johnson T Babalola	Yes	Disallowed	68,890.00	68,938.25	
122	Jose Navarro	Yes	Admitted	60,380.00	60,380.00	60,380.00
123	Jovencito Monroy Yorro	Yes	Admitted	71,980.00	71,980.00	71,980.00
124	Kalpeshkumar Patel	Yes	Admitted	39,233.12	39,233.12	39,233.12
125	Karl Lee Yung	Yes	Admitted	47,943.82	47,943.82	47,943.82
126	Kaspillai Nagendran	No	Not proved	49,580.00		
127	Kawme Mcfarlane	Yes	Not proved	68,780.00		
128	Kern Kalideen	No	Not proved	5,000.00		
129	Kevin Chambers	Yes	Admitted	20,045.00	20,045.00	20,045.00
130	Khurshid Dost	No	Not proved	37,745.00		
131	Kinjalkumar Patel	Yes	Admitted	60,780.00	60,780.00	60,780.00
132	Krishna Modi	Yes	Admitted	75,780.00	75,780.30	75,780.30
133	Leroy Small	Yes	Admitted	16,345.00	16,345.00	16,345.00
134	Leroy Small	Yes	Admitted	14,195.00	14,195.00	14,195.00
135	Lindsay Karabanow	Yes	Admitted	72,915.00	72,915.00	72,915.00
136	Ling Jiang	Yes	Admitted	65,580.00	65,580.00	65,580.00
137	Liqun Dai	Yes	Admitted	41,218.72	41,218.72	41,218.72
138	Lisa-Marie Lyn	Yes	Not proved	116,580.00	143,378.68	
139	Mahmed H Bangi	No	Not proved	18,845.00		
140	Malcolm Singh & Elizabeth Singh	Yes	Admitted	138,360.00	138,360.00	138,360.00
141	Manjinder Gill	Yes	Admitted	63,580.00	63,580.00	63,580.00
142	Marie Fe Mapa	Yes	Admitted	59,705.00	59,705.00	59,705.00
143	Marie Tarditti	Yes	Admitted	50,902.78	50,902.78	50,902.78
144	Marita Kangeswaren & Selvadurai	Yes	Admitted	50,880.00	50,880.00	50,880.00
	Kangeswaren					
145	Mark Steele & Denise I. Steele	Yes	Disallowed	72,761.03	72,761.03	
146	Mark Steele & Denise I. Steele	Yes	Disallowed	98,790.00	98,790.00	
147	Mary Mathew	Yes	Admitted	59,680.00	59,680.00	59,680.00
148	Masud Chowdhury	Yes	Admitted	70,980.00	70,980.00	70,980.00
149	Maureen Henry	Yes	Admitted	24,790.00	24,790.00	24,790.00

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status Rank /	SOA	Amount	Admitted for
No		Claim?	Class	Amount	Filed	Dividend
150	Maxwell Aluko	No	Not proved	57,780.00		
151	MD Abdul Wahid	Yes	Admitted	68,380.00	68,380.00	68,380.00
152	MD Shahidul Haque	Yes	Admitted	63,976.50	63,976.50	63,976.50
153	Mohammed L Rahman	Yes	Admitted	60,257.12	60,257.12	60,257.12
154	Muhammad Ali	Yes	Admitted	23,945.00	23,945.00	23,945.00
155	Muhammad Rana	No	Not proved	37,745.00		
156	Muhammad Sadiq	Yes	Admitted	41,935.00	41,935.00	41,935.00
157	Muhammad Saleem	No	Not proved	63,780.00		
158	Mui-Lau Hung	No	Not proved	23,945.00		
159	Nadesanathan Perampalam	Yes	Admitted	85,180.00	85,180.00	85,180.00
160	Najma Shaikh	No	Not proved	35,890.00		
161	Narace Singh	Yes	Admitted	69,380.00	69,380.00	69,380.00
162	Nataliya Pazeichuk	Yes	Not proved	19,895.00	19,895.00	
163	Navamani Balachandran	Yes	Admitted	25,345.00	25,345.00	25,345.00
164	Neil Morgan	No	Not proved	27,795.00		
165	Neruaja Nadarajah Kandiah	Yes	Admitted	83,780.00	83,780.00	83,780.00
166	Nicole Adderley	Yes	Not proved	37,292.52	37,292.52	
167	Nikesha Schleihauf	No	Not proved	45,643.65		
168	Nimalan Pathmanathan	Yes	Admitted	77,425.00	77,425.00	77,425.00
169	Nitsa Aidonis	Yes	Not proved	64,180.00	64,180.00	
170	Nivethika Athesivan	Yes	Not proved	77,780.00	77,780.00	
171	Nkechi Euphrasia Ibeh	No	Not proved	71,980.00		
172	Noorali Sawani	Yes	Not proved	63,180.00	63,180.00	
173	Nusrat Mahmud	Yes	Admitted	65,180.00	65,180.00	65,180.00
174	Padma Bhalla	Yes	Admitted	81,180.00	81,180.00	81,180.00
175	Pamela Corriah	Yes	Not proved	68,580.00	68,580.00	
176	Parth N Patel	No	Not proved	58,580.00		
177	Paruben Patel	Yes	Admitted	59,780.00	59,780.00	59,780.00
178	Phu Hoang & Edith Hoang	Yes	Not proved	42,036.32	42,036.32	
179	Piyushkumar Patel	Yes	Admitted	57,980.00	57,980.00	57,980.00

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
180	Portia Wei (Estate of)	Yes	Admitted		68,185.00	68,185.00	68,185.00
181	Premkumar Singaravadivel	Yes	Admitted		84,780.00	84,780.00	84,780.00
182	Priyankumar Patel	Yes	Admitted		81,425.00	81,425.00	81,425.00
183	Qazi Monisul Bari	Yes	Admitted		58,225.00	58,225.00	58,225.00
184	Qiya Zhang	Yes	Not proved		72,527.00	72,527.00	
185	Rabindra Basu	No	Not proved		27,445.00		
186	Ragini Patel	Yes	Admitted		60,580.00	60,580.00	60,580.00
187	Rajiv Bhalla	Yes	Admitted		59,580.00	59,580.00	59,580.00
188	Ramanpreet Jagpal	No	Not proved		58,380.00		
189	Raminder Salooja	Yes	Not proved		60,180.00	60,180.00	
190	Ramon Montemayor	No	Not proved		72,580.00		
191	Randy Osei	No	Not proved		65,380.00		
192	Rasalingam Gnanasegaram	No	Not proved		81,180.00		
193	Ratan Dey	Yes	Admitted		91,780.00	91,780.00	91,780.00
194	Ratnam Baskaran	Yes	Admitted		41,772.15	41,772.45	41,772.45
195	Ravichandricka Sivathas	No	Not proved		26,745.00		
196	Ravinder Juneja	Yes	Admitted		26,645.00	26,645.00	26,645.00
197	Ravindran S Rathnasingam	Yes	Admitted		80,825.00	80,825.00	80,825.00
198	Rayisa Hallett	Yes	Admitted		21,395.00	21,395.00	21,395.00
199	Renu Saggi	Yes	Admitted		20,545.00	20,545.00	20,545.00
200	Richea Hodge	No	Not proved		19,940.00		
201	Rina Rangbar	Yes	Admitted		62,618.38	62,618.38	62,618.38
202	Robert Johnston	Yes	Disallowed		5,000.00	5,000.00	
203	Robert Lau	Yes	Admitted		28,595.00	28,595.00	28,595.00
204	Roberto Laserna	Yes	Not proved		78,780.00	78,780.00	
205	Rodolfo C Sia	Yes	Admitted		84,180.00	84,180.00	84,180.00
206	Roma Agduyeng Bacani	Yes	Admitted		18,595.00	18,595.00	18,595.00
207	Roselie B Hilario	Yes	Admitted		57,225.00	57,225.00	57,225.00
208	Ruby Behl	Yes	Admitted		26,795.00	26,795.00	26,795.00
209	Ruby Dean	Yes	Disallowed		105,000.00	105,000.00	

Deloitte Restructuring Inc.

Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status Ran	nk / SOA	Amount	Admitted for
No		Claim?	Cla	iss Amount	Filed	Dividend
210	Rui Cao	No	Not proved	19,645.00		
211	Rui Cao	No	Not proved	26,795.00		
212	Rui Cao	No	Not proved	19,695.00		
213	Runa Akhtar	No	Not proved	51,580.00		
214	Salima Kalaam	Yes	Admitted	76,180.00	76,180.00	76,180.00
215	Sam Thomas	Yes	Admitted	66,180.00	66,180.00	66,180.00
216	Sameera Maqbool	No	Not proved	51,954.18		
217	Sathananthakumar Subramaniam	Yes	Admitted	83,980.00	83,980.00	83,980.00
218	Sathees Yamini	Yes	Admitted	84,580.00	84,580.00	84,580.00
219	Seon Bang	Yes	Admitted	61,663.65	61,663.65	61,663.65
220	Shane Parkinson	Yes	Admitted	40,409.00	40,409.00	40,409.00
221	Shao Long Tan	Yes	Not proved	56,097.32	56,097.32	
222	Shirley Selvanayagam	Yes	Admitted	56,225.00	56,225.00	56,225.00
223	Sikander Uppal	Yes	Admitted	63,180.00	63,180.00	63,180.00
224	Sivakumar Kumaravelu	Yes	Admitted	77,625.00	77,625.00	77,625.00
225	Sivanathan Paramasivam	Yes	Admitted	82,825.00	82,825.00	82,825.00
226	Smruti Paymaster	Yes	Admitted	42,890.00	42,890.00	42,890.00
227	Su Yu Zhang	No	Not proved	54,980.00		
228	Sudhakar Vemulapalli	Yes	Admitted	53,787.15	53,787.15	53,787.15
229	Sunil Sekhri	Yes	Not proved	135,760.00	135,760.00	
230	Sureshkumar Balasingam	No	Not proved	66,001.50		
231	Surya Haque & Mollah M Haque	Yes	Admitted	79,180.00	79,180.00	79,180.00
232	Susan Kurta	No	Not proved	1,000.00		
233	Syed Muhammad Nasir	Yes	Admitted	84,580.00	84,580.00	84,580.00
234	Tafsir Hossain & Iqramul Hossain	Yes	Admitted	51,380.00	51,380.00	51,380.00
235	Tariq Naroo	Yes	Admitted	70,580.00	70,580.00	70,580.00
236	Temitope Babatunde	Yes	Admitted	36,429.92	36,429.92	36,429.92
237	Thereza Menezes	Yes	Not proved	15,470.00	15,470.00	
238	Thomas Lodu	Yes	Disallowed	15,000.00	15,000.00	
239	Trevor Fletcher/Winsome Fletcher	Yes	Admitted	86,580.00	86,580.00	86,580.00

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
240	Trilok Pujara	Yes	Admitted		52,025.00	52,025.00	52,025.00
241	Vaheesan Theiventhiran	Yes	Admitted		58,195.78	58,195.78	58,195.78
242	Vajiha Javed	Yes	Admitted		39,817.12	39,817.12	39,817.12
243	Valentine Akuazaoku	Yes	Admitted		76,180.00	76,180.00	76,180.00
244	Vasant Hiralal Shah	Yes	Admitted		59,980.00	59,980.00	59,980.00
245	Ved Holding Corporation	Yes	Admitted		86,980.00	86,980.00	86,980.00
246	Venice Lee	Yes	Admitted		74,425.00	74,425.00	74,425.00
247	Victoria L Rey	Yes	Not proved		63,380.00	63,380.00	
248	Vigneswary Pirabaharan & Kalavally	Yes	Admitted		81,380.00	81,380.30	81,380.30
	Pathman						
249	Vijaykumar Bhagubhai Patel	Yes	Not proved		61,380.00	61,380.00	
250	Vijaykumar Patel	Yes	Not proved		75,980.00	75,980.00	
251	Vinay Pandhi	Yes	Admitted		18,845.00	18,845.00	18,845.00
252	Vincenzo Falzarano	Yes	Admitted		132,380.00	132,380.00	132,380.00
253	Vincenzo Falzarano	Yes	Admitted		75,380.00	75,380.00	75,380.00
254	Vincenzo Falzarano	Yes	Admitted		82,180.00	82,180.00	82,180.00
255	Vinod Khanna	Yes	Not proved		25,995.00	25,995.00	
256	Von Africa	No	Not proved		18,545.00		
257	Wen Zeng	Yes	Admitted		49,720.50	49,720.50	49,720.50
258	Wendell Gibbs	Yes	Not proved		68,680.00	68,680.00	
259	Wenida Dimaculangan	Yes	Admitted		37,590.00	37,590.00	37,590.00
260	Xi Wang	No	Not proved		44,175.15		
261	Xiaoguang Wang	No	Not proved		73,883.38		
262	Xiaoling Ma	Yes	Admitted		40,401.12	40,401.12	40,401.12
263	Xiuying Zhang	Yes	Admitted		62,167.78	62,167.78	62,167.78
264	Yan Liu	Yes	Admitted		41,919.52	41,919.52	41,919.52
265	Yan Zhang	Yes	Admitted		68,980.00	69,980.00	69,980.00
266	Yanling Li	Yes	Not proved		42,970.72	42,970.72	
267	Yao Chin Lee	Yes	Not proved		49,480.00	49,480.00	
268	Yatish Chandra	Yes	Not proved		83,780.00	83,780.00	

Deloitte Restructuring Inc. Claims Register

In the Matter of the Bankruptcy of Trinity Ravine Community Inc. of the City of Scarborough, in the Province of Ontario

Insolvency Date: 12-Oct-2022 Estate Number: 31-2873389

Sr	Creditor Name	Proof of	Claim Status	Rank /	SOA	Amount	Admitted for
No		Claim?		Class	Amount	Filed	Dividend
269	Yatish Chandra	Yes	Not proved		50,180.00	50,180.00	
270	Yetunde Olaniyi	Yes	Admitted		49,595.98	49,595.98	49,595.98
271	Ying Jing Huang	Yes	Admitted		49,628.32	49,628.32	49,628.32
272	Ying Shao	Yes	Not proved		50,301.98	50,301.98	
273	Yiran Chen	Yes	Admitted		46,965.50	46,965.50	46,965.50
274	Yiran Chen	Yes	Admitted		50,452.18	50,452.18	50,452.18
275	Young-Shin Kim	Yes	Admitted		90,780.00	90,780.00	90,780.00
276	Yue Rong Wang	No	Not proved		69,730.50		
277	Zahid Kanwar	Yes	Admitted		45,376.65	45,376.65	45,376.65
278	Zhao Yi Zou	Yes	Admitted		71,330.04	71,330.04	71,330.04
279	Zhonglin Cai	Yes	Admitted		45,109.65	45,109.65	45,109.65
	Grand Total				16,087,586.32	13,904,736.07	11,430,465.11

Appendix X

Trinity Ravine Community Inc – Timeline

Defined terms are the same as those used in the report.

Year	Date	Particulars				
2007	4-Sep-07	Incorporation of Global Kingdom Ministries				
2010	15-Jan-10					
2013	20-Nov-13	Request to the City of Toronto to change the zoning of land to allow for construction of a standalone residential building				
2014	29-Oct-14	GKM appointed KJK Ventures as the development manager of TRT project. Mr. Kern Kalideen, a pastor at GKM is the principal of KJK				
2015	22-Dec-15	OWEMANCO registered a charge against the original land in the amount of \$7.5 Million and a general assignment of rent against the Original Land				
	23-Dec-15	GKM enters into a loan agreement with OWEMANCO for \$1 Million for the TRT project				
2017	19-Oct-17	TRT Project groundbreaking ceremony				
	28-Jun-18	Incorporation of Fred Mitchell Ministries Inc. This entity would later become GKMC.				
	23-Oct-18	Owemanco registers a second charge in the amount of \$7.5 million and a general assignment of rent against the Original Land				
2018	31-Oct-18	GKM repay the initial \$1 million loan from Owemanco and enters into a further loan agreement for \$4.3 million.				
	17-Dec-18	Concerns about construction financing were discussed by the GKM board of directors in their meeting				
	31-Mar-19	Original Occupancy Date for the TRT Project				
2019	3-Sep-19	Discussion at the board of directors meeting in respect of the financial difficulty faced by the TRT Project				
	23-Sep-19	GKM sends a letter advising the Depositors of a new closing date - March 31, 2021				
	2-Jul-2020	Fred Mitchell Ministries Inc. changes its name to GKMC. The board of GKMC are the same members as the board of GKM. GKMC will eventually come to control GKM.				
	7-Jul-20	Discussion among the board of directors for termination of contract with KJK Ventures and "unofficial cancellation" of TRT Project, discussions of an alternative development project including subsidized housing				
	25-Sep-20	Signing of the Sale Agreement by the board members of GKM and GKMC pursuant to which the Southern Land was transferred to GKMC in exchange for consideration of \$10				
2020	26-Sep-20	Holding of a special meeting of members - Wherein the members were updated regarding the TRT Project and passed a resolution to transfer the assets from GKM to GKMC along with change of name from GKM to TRC				
	30-Sep-20	The date of the Sale Agreement signed by GKM and GKMC				
	21-Oct-20	GKM changes its name to TRC				
	18-Dec-20	TRC enters into a further loan agreement with Owemanco in the amount of \$1.3 Million.				
	5-Apr-21	TRC and GKMC enter into a loan and mortgage agreement with Limestone Capital Inc. ("Limestone") in the amount of \$3 million				
	8-Apr-21	Signing of Reciprocal Easement Agreement between TRC and GKMC which permitted GKMC access to the Southern Land				
	16-Apr-21	Transfer of title of Southern Land to GKMC through registration of land title				
	16-Jun-21	Limestone registers a charge against the Northern Land and the Southern Land for a value of \$3 Million				
2021	24-Aug-21	The Owemanco Mortgage is repaid by TRC and discharged from title to the Northern Land (then owned by TRC) and the Southern Land (then owned by GKMC). GKMC does not contribute to the repayment of the Owemanco Mortgage.				
	27-Aug-21	The RBC mortgage is discharged from the title of the land (Northern Land and Southern Land) on repayment of debt by TRC. GKMC contributed to the repayment of the RBC Mortgage.				
	01-Oct-21	TRC issues a promissory note to GKMC in the amount of \$4,833.094.99 at an interest rate of 9% per annum				
	19-Oct-21	A mortgage in favor of Nahid Corp. was registered against the Northern Land for \$4.7 million				

Year	Date	Particulars	
2022	23-Feb-22	CCAA Filing	
	15-Sep-22	Court Approved Sale of Northern Land owned by TRC	
	15-Sep-22	The Limestone Mortgage is repaid from the proceeds of sale of the Northern Land in the CCAA Proceeding. The Limestone Mortgage is vested off the Northern Land and the Southern Land. GKMC does not contribute to the repayment of the Limestone Mortgage. The Nahid Mortgage is repaid from the proceeds of sale of the Northern Land in the CCAA Proceeding. The Nahid Mortgage is vested off the Northern Land and the Southern Land. GKMC does not contribute	
	12-0ct-22	to the repayment of the Nahid Mortgage. Assignment into Bankruptcy	
	16-Dec-22	The trustee corresponds with GKMC to advise of its view that the transfer of the Southern Land is a	
		Transfer at Undervalue	

Appendix Y

Court File No.: CV-22-00677236-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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.

AFFIDAVIT OF JEREMY ANDERSON (sworn February 22, 2022)

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Lawyers for the Applicant, Trinity Ravine Community Inc.

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Court File No.: CV-22-00677236-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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.

AFFIDAVIT OF JEREMY ANDERSON (sworn February 22, 2022)

I, JEREMY ANDERSON, of the City of Toronto in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

 I am the Secretary of the Applicant, Trinity Ravine Community Inc. ("Trinity Ravine" or the "Applicant"), and 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 for my information and believe it to be true. All references to currency in this Affidavit are references to Canadian dollars, unless otherwise indicated.

A. Background & Overview of the Proposed Proceeding

The Applicant, Trinity Ravine, 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**"). However, Trinity Ravine is unlike most real estate developers, in that it is not developing

the Project as a "for-profit" condominium. Rather, the Project is intended to be a place of community available to senior citizen residents and is designed to offer amenities and facilities to seniors. Further, the Project utilizes a life lease structure, pursuant to which Purchasers (as defined below) have paid deposits for the right to occupy units in the Project ("**Suites**") upon completion.

- The Project initially contemplated a Completion Date (as defined below) of March 31, 2019. However, in accordance with the Life Lease Agreements (as defined below) the Completion Date was extended to March 31, 2022.
- 4. The Project will not be completed by the Completion Date. In fact, although substantially all required permits are in place, construction has not yet commenced. Due to factors which include skyrocketing construction costs and the devastating impact of the COVID-19 pandemic, the Project's financial model is no longer viable.
- 5. As further particularized below, an unusual feature of the Project is the use of a life lease model instead of a conventional sale of a condominium unit. Through a life-lease structure, an resident purchases a life lease interest in the Project, at market value.
- 6. However, the pricing at which life lease interests in Suites were sold to Purchasers was too low for current market conditions. The Applicant had intended to secure conventional construction financing in order to complete the Project once applicable permits were in place. When the development plan for the Project was conceived, the expected aggregate proceeds from sales of the Suites was sufficient to repay the projected construction financing required. However, due primarily to the massive increase in construction costs

over the past few years, sale proceeds from the Suites will not be sufficient to cover the cost of completion.

7. Due to the delays and uncertainty, a number of Purchasers (as defined below) have purported to terminate their Life Lease Agreements (as defined below) and have demanded return of their Deposits (as defined below). However, a substantial amount of the funds received in respect of the Deposits was spent on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving the Applicant with minimal cash reserves and negative monthly cash flow. Consequently, the Applicant is unable to refund the Deposits at this time.

B. CCAA Protection & Potential Solution

- 8. Given the current economic uncertainties it is not possible to forecast with certainty the outcome of any process for the sale of the Development Land. However, based on market appraisals it appears that there is considerable equity in the Development Land and I am optimistic that if the Project is definitively terminated and the Development Land is sold, the proceeds will be sufficient to refund all Deposits and pay all other creditors.
- 9. I also believe that the Project can still be viable if it can be "re-priced" to reflect the current market, in which case the Development Land need not be sold. Over the past few months, the Applicant's management team has been actively exploring potential solutions, and has engaged in discussions with Purchasers, potential financers, secured creditors and other stakeholders in that regard. Although some Purchasers have indicated that they are not willing to remain in the Project, there are also those who may be amenable to remaining in

the Project at a higher purchase price if they have sufficient assurance that the Project will be completed on a reasonable timeline.

10. In either case, given the Applicant's dwindling cash reserves as well as mounting pressure from Purchasers and other creditors, an orderly process is required. As such, the Applicant seeks to conduct a "dual track" sale and investment solicitation process (the "SISP") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "CCAA"), with a view toward either: (a) securing sufficient financing and Purchaser support to complete the Project in a way that provides sufficient liquidity to deal with Purchasers who wish to terminate their Life Lease Agreements, or (b) selling the Development Land and distributing the proceeds to Purchasers and other creditors. If an Order is issued granting the Applicant protection under the CCAA (an "Initial Order"), the Applicant intends to seek Court approval of the SISP (among other things) within 10 days thereafter.

II. RELIEF SOUGHT

A. Relief Sought

- 11. For the reasons set out in this Affidavit, I believe that the Applicant ought to be granted protection under the CCAA. Accordingly, this Affidavit is sworn in support of an application (the "Application") for an Initial Order substantially in the form attached at Tab 3 of the Application Record herein, granting the Applicant protection from its creditors and certain ancillary relief including, among other things:
 - (a) Abridging the time for service of the Notice of Application and dispensing with service on any person other than those served;

- (b) Declaring that the Applicant is a party to which the CCAA applies;
- (c) Appointing Deloitte Restructuring Inc. ("Deloitte") as CCAA Monitor of the Applicant in these proceedings (the "Proposed Monitor" and, if appointed, the "Monitor");
- (d) Staying all proceedings and remedies taken or that might be taken in respect of the Applicant or any of its property, except as otherwise set forth in the Initial Order or as otherwise permitted by law;
- (e) Authorizing the Applicant to carry on business in a manner consistent with the preservation of its property and the restructuring proposed and to make certain payments in connection with its business and the proceedings taken herein;
- (f) Granting the Administration Charge (as defined below); and
- (g) Authorizing the Applicant to file with the Court a plan of arrangement or compromise to its creditors (a "**Plan**").
- 12. If CCAA protection is granted to the Applicant, it intends to use the CCAA proceeding and Court protection to:
 - (a) Conduct a SISP, with a view toward either:
 - Securing sufficient financing and Purchaser support for the Project to be completed while providing sufficient liquidity to deal with Purchasers who wish to terminate their purchase agreements; or

- (ii) Terminating the Project, selling the Development Land and distributing the proceeds to the Applicant's creditors; and
- (b) Develop a Plan (or other mechanism) to implement the above.
- 13. The Applicant has commenced these CCAA proceedings with the ultimate goal of proposing a Plan that protects the interests of Purchasers, creditors and other stakeholders, with a view to emerging from CCAA protection in a stronger form that preserves its charitable purpose (*i.e.*, to provide a living community for senior citizens) and enterprise value. To achieve this objective, the Applicant requires, among other things, immediate protection from creditor enforcement and other proceedings, as well as the necessary breathing room to allow it to engage in dialogue with its creditors and other stakeholders.

III. CORPORATE STRUCTURE AND BUSINESS

A. The Applicant

- 14. The Applicant was incorporated under the name "Global Kingdom Ministries Inc." on September 4, 2007 under Part II of the *Canada Corporations Act* and was continued under the *Canada Not-for-profit Corporations Act* (the "NFP Act") effective June 24, 2014. The Applicant's name was changed to "Trinity Ravine Community Inc." effective October 21, 2020. Attached hereto as Exhibit "A" is a copy of a Corporate Profile Report dated February 14, 2022 in respect of the Applicant.
- 15. The Applicant is affiliated with Global Kingdom Ministries Church Inc. (the "Church"), a member church of the Pentecostal Assemblies of Canada, a fellowship of over 1,100 Canadian churches.

- 16. As set out above, I am the Secretary of the Applicant. Attached hereto as **Exhibit "B"** is an organizational chart in respect of the Applicant (the "**Organizational Chart**").
- 17. The Applicant is a registered charitable organization whose sole member is the Church. Attached hereto as Exhibit "C" is a copy of a Corporate Profile Report dated January 10, 2022 in respect of the Church. As more particularly described at paragraphs 31 and 32 below, on October 1, 2020, Trinity Ravine transferred the net assets of its ministry operations to the Church, whose membership is comprised of approximately 300 congregants.

B. Operations of the Applicant

The Applicant conducts its activities from the premises located in the Church Facilities (as defined below) at 1250 Markham Road, Scarborough, Ontario, M1H 2Y9 (the "Head Office"), which the Applicant leases from the Church at an annual rent of approximately \$36,000.

C. The Applicant's Board of Directors

- 19. The Applicant's Board of Directors (the "Board") includes nine (9) individuals, as particularized in the Board List attached hereto as Exhibit "D".
- 20. A number of Board members have purchased life leases from the Applicant. In order to avoid conflicts of interest, the Board has established a Special Committee of the Board, composed of five (5) members of the Board who did not purchase life leases, for decision-making purposes through the restructuring process.

21. The Applicant maintains directors and officers liability insurance, which I believe provides sufficient coverage at this time.

D. Employees

22. Through the end of 2019, the Applicant had approximately five (5) full time employees.However, as a result of the Project stalling, the number of employees has since been reduced to two.

E. Payroll

23. The Applicant's payroll is processed bi-weekly by Rise People, a Human Resources management and payroll software company. All source deductions are current.

F. Banking & Cash Management

- 24. The Applicant maintains two bank accounts through which it deals with its cash management, collections, and disbursements. This allows the Applicant to facilitate cash forecasting and reporting, and monitor collection and disbursement of funds.
- More particularly, the Applicant has bank accounts (the "Applicant Accounts") with TD Canada Trust and Royal Bank of Canada.

IV. THE DEVELOPMENT PROJECT

A. Trinity Ravine Community

26. The Applicant is developing the Trinity Ravine Community, a two tower, 605-unit Project at the Development Land (the "**Trinity Ravine Community**"), which is intended to serve as a senior citizens community. The Project will feature a 28 and 30-storey tower connected

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by a four-storey central podium. Attached hereto as **Exhibit "E"** is a copy of a Parcel Register dated February 14, 2022 in respect of the Development Land.

- 27. The Applicant's primary asset (*ie*, the Development Land) is a "shovel ready", permitted land parcel at the municipal address of 1256 Markham Road, Scarborough, Ontario. The last appraised value for the Development Land as a high-density residential development property was approximately \$32 million.
- 28. Trinity Ravine Community is intended to enable residents to "age in place". In addition to typical condominium-style amenities including a fitness centre, concierge and games room, the project will also have a 230-seat, bistro-inspired dining room and an on-site Wellness Centre staffed with nurses, doctors and physiotherapists.

B. Acquisition of Development Land

- 29. The Applicant purchased an approximately 6.7 acre parcel located at 1250 Markham Road, Scarborough (the "**Original Land**") that included the Development Land in 2005, and completed construction of its new facility (the "**Church Facilities**") in 2008. In addition to the approximately 1,500-seat place of worship and sanctuary itself, the Church Facilities include a community centre, gymnasium, offices and other facilities.
- 30. In 2013, the City of Toronto contacted the Applicant regarding the possibility of developing a portion of the Original Land for residential purposes, and advised that it was prepared to amend the City's Official Plan by re-designating a portion of the Original Land to facilitate same. As the Original Land was much larger than required for operation of the Church Facilities, the Applicant began considering and developing a plan in that regard.

C. Severance of Development Land

- 31. Pursuant to registration of the required Reference Plan on June 4, 2020 and a Provisional Consent, which became final and binding on June 5, 2020, the Original Land was severed into two parcels: (1) the Development Land, which includes approximately 2.2 acres located at the northern end, and (2) the remaining 4.5 acres, upon which the Church Facilities are located (the "**Church Land**"). Attached hereto as **Exhibit "F"** is a copy of a Parcel Register February 14, 2022 in respect of the Church Land.
- 32. Pursuant to a transaction between the Applicant and the Church that occurred on or about October 1, 2020, the Church Land was transferred from the Applicant to the Church.

D. Life Lease Structures Generally

- 33. A unique feature of the Project is the use of life leases, through which a resident purchases a life lease interest in the Project, at market value.¹ Similar to a conventional condominium structure, in a life lease structure the "buyer" pays a lump-sum purchase price for exclusive use of the suite as well as use of the common areas and facilities, and then continues to pay ongoing costs such as monthly maintenance fees and property taxes.
- 34. However, life lease structures are not governed by the *Condominium Act* (Ontario). Unlike in a condominium structure, in life lease housing the "buyer" does not own the property. Rather, the life lease interest gives the holder the right to occupy a unit, rather than own the unit itself. The "life lease sponsor" owns the property.

¹ Life leases are usually priced lower than similarly sized condominiums in the area, for reasons that may include a lack of availability of conventional mortgages and the exemption from land transfer taxes.

- 35. When a life lease holder passes away, certain rights which accompany that life lease interest can pass to an heir, but not the right to occupy the unit. An heir can benefit from the proceeds of the sale of the life lease, but does not automatically have a right to reside in the unit. While an heir may be able to apply to move into the life lease unit, the decision is up to the life lease sponsor.
- 36. The benefit of this model is that projects and residency can be controlled by a non-profit or charitable organization (such as the Church) acting as life lease sponsor, to ensure it is maintained as a seniors community.

E. Trinity Ravine Life Lease Structure

- 37. As noted above, the Trinity Ravine Community Project was conceived as a seniors community, with amenities intended to allow residents to "age in place", and as such the life lease structure is ideal.
- 38. Between November 21, 2015 and November 6, 2019, the Applicant sold life leases to a total number of 439 purchasers (collectively, the "Purchasers") pursuant to Life Lease Occupancy Agreements (the "Life Lease Agreements"). Attached hereto as Exhibit "G" is a copy of the form of Life Lease Agreement.
- 39. There are a total of 3 iterations of the Life Lease Agreements, as follows:
 - (a) An iteration that was used in circumstances where the Purchaser was represented by a real estate agent, a copy of which is attached hereto as Exhibit "H";
 - (b) An iteration where the Purchaser was self-represented, a copy of which is attached hereto as **Exhibit "I"**; and

- (c) An iteration that did not include any distinguishing language between a Purchaser represented by a real estate and a self-represented Purchaser. This is the most common form of Life Lease Agreement that has been executed, and is previously attached hereto as Exhibit "G".
- 40. Pursuant to the majority of the Life Lease Agreements, the Purchasers agreed to the following payments (collectively, the "**Total Cost**") in respect of their Suites, which represents a 20% deposit and 80% payable on the completion of the Project:
 - (a) An amount of \$5,000.00 paid by guaranteed funds (bank draft, certified cheque or money order) on the date of execution of the Life Lease Agreement;
 - (b) Five percent (5%) of the Total Cost, within thirty (30) days of execution of the Life Lease Agreement;
 - (c) Five percent (5%) of the Total Cost within one hundred twenty (120) days of execution of the Life Lease Agreement;
 - (d) Five percent (5%) of the Total Cost, within three hundred seventy (370) days of execution of the Life Lease Agreement;
 - (e) Five percent (5%) of the Total Cost, within five hundred forty (540) days of execution of the Life Lease Agreement, or upon occupancy; and
 - (f) The balance of the Total Cost (*ie*, the remaining eighty percent (80%)) upon completion and occupancy.

- 41. In accordance with the Life Lease Agreements, the payments described at subparagraphs(a) through (e) above are included in the meaning of the term "Deposit". Full details in respect of the Deposits received by the Applicant are set out below.
- 42. The Life Lease Agreement establishes the "Completion Date" (*i.e.*, the date upon which interior work in the Suite has been completed to the extent necessary for occupation and safe access to the Suite is available) (the "**Completion Date**") as March 31, 2019, subject to extension for up to three (3) years on notice to the Purchasers. Notice of the extension of the Completion Date to March 31, 2022 was delivered to the Purchasers.

V. FINANCIAL STATUS

A. 2021 Unaudited Financial Statements

- 43. The Applicant's most recent annual unaudited financial statements are for the period ended September 30, 2021 (the "2021 Financial Statements"). Attached hereto as Exhibit "J" is a copy of the 2021 Financial Statements
- 44. The 2021 Financial Statements indicate that as of September 30, 2021, the Applicant had assets of \$25,766,228.49 and liabilities of \$29,115,052.79, details of which are set out below.

(i) Assets

- 45. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant's assets were composed of the following:
 - (a) Cash and investments in the amount of \$1,621,337.61
 - (b) Fixed assets in the amount of \$24,026,210.69; and

- (c) Other current assets in the amount of \$118,680.19.
- 46. The Applicant's fixed assets are composed of the 2.171 acre Development Land parcel upon which Trinity Ravine Community is intended to be built. The Development Land currently houses a paved parking lot adjacent to the Church, which is used by congregants of the Church on Sundays and is generally vacant the rest of the week

(ii) Liabilities

- 47. According to the 2021 Financial Statements, as at September 30, 2021, the Applicant's liabilities were composed of the following:
 - (a) Accounts payable in the amount of \$608,015.18;
 - (b) Accrued liabilities in the amount of \$5,308,850.45; and
 - (c) Long term liabilities in the amount of \$23,198,187.16.

B. Secured Indebtedness

48. The Applicant's secured creditors include Limestone Capital Inc. ("**Limestone**") and Nahid Corp. ("**Nahid**"). Limestone and Nahid have both indicated that they support the Applicant's efforts to restructure and request for the Initial Order.

(i) Real Property Security

- 49. The Parcel Register in respect of the Development Land (previously attached as Exhibit "E" hereto) indicates the following:
 - (a) Charge registered June 16, 2021 in favour of Limestone in the maximum principal amount of \$3,000,000 (the "Limestone Charge"). Attached as Exhibit
 "K" hereto is a copy of the Limestone Charge, pursuant to which interest accrues

at a rate of 13% *per annum* and is paid monthly. The Applicant is current on interest payments.

(b) Charge registered October 19, 2021 in favour of Nahid in the maximum principal amount of \$4,700,000 (the "Nahid Charge"). Attached as Exhibit "L" hereto are copies of the Promissory Note and Nahid Charge (the "Nahid Loan & Security Documents"), pursuant to which interest accrues at a rate of 1.5% per month and is capitalized into the loan. As at the date hereof, approximately \$4,500,000 is owing under the Nahid Loan & Security Documents.

(ii) Personal Property Security

- 50. Royal Bank of Canada ("RBC") and Limestone have registered security interests under the *Personal Property Security Act* (Ontario) (the "PPSA"). Attached hereto as Exhibit "M" is a copy of a Personal Property Security Registration System Enquiry Response Certificate current to February 13, 2022 in respect of the Applicant, indicating the following PPSA registrations:
 - (a) RBC amended an existing registration against the debtor name "Scarboro Gospel Temple" (among others) on January 15, 2010 to add the name "Global Kingdom Ministries Inc." as an additional debtor in respect of all classes of collateral except "Consumer Goods". Following several renewals and other amendments, on March 16, 2021 the registration was amended to change the name of the one debtor to "Trinity Ravine Community Inc.". On August 27, 2021, RBC further amended its registration to, among other things, amend and restate the collateral

description to include cash collateral held by RBC in respect of three (3) letters of credit.

- (b) In addition to the above-noted registrations in respect of Global Kingdom Ministries Inc., as amended from time to time, RBC also registered separately against the name "Global Kingdom Ministries Inc." on April 10, 2019 in respect of the collateral classes "Accounts" and "Other". On June 15, 2021 the registration was amended to change the name of the debtor to "Trinity Ravine Community Inc.".
- (c) Limestone registered against the name "Global Kingdom Ministries Inc." on June 11, 2021 for a period of 5 years in respect of all classes of collateral except "Consumer Goods" and "Motor Vehicle".
- 51. The Applicant's indebtedness to Limestone is described at paragraph 49(a) above. The Applicant's indebtedness to RBC arose from the issuance of three (3) letters of credit issued to the City of Toronto, one on October 17, 2018 and two on October 18, 2018 (collectively, the "Letters of Credit"). The Letters of Credit secured landscape and finishing work to be completed with respect to the construction of the church building on the Church Land. It was anticipated that the work would be completed at the same time as that type of work would be carried out for the Applicant's development to avoid its destruction during construction and for ease of construction. Those Letters of Credit were due to expire one (1) year after their respective dates of issuance, and the City of Toronto realized on same. It is understood that the City would return those amounts to the Applicant once it replaces those Letters of Credit. Copies of the Letter of Credits are attached as **Exhibit "N"**.

C. Unsecured Indebtedness

52. As at February 16, 2022, the Applicant's unsecured indebtedness totalled \$24,744,893.70.

D. Key Contracts

- 53. The Applicant's key contracts are set out below:
 - (a) <u>Maple Reinders</u>. Pursuant to a Construction Management Contract for Services and Construction dated December 4, 2014 (the "Maple Contract") between the Applicant and Maple Reinders Constructors Ltd. ("Maple"), a construction services provider, Maple agreed to act as construction manager for Phase I of the Project, which included completion of the first of the two communities together with 2 level of underground parking totalling 224 parking spots, at a total approximate construction budget of \$53,000,000. The Maple Contract also contemplated construction budget of \$11,000,000. The Maple Contract provides that Maple's compensation is comprised of the sum of 2.75% of: (i) the Construction Cost Estimate, and (ii) the Cost of the Work (as such terms are defined in the Maple Contract). A copy of the Maple Contract is attached hereto as Exhibit "O".
 - (b) <u>KJK Ventures</u>. Pursuant to a Compensation Agreement dated October 2020 (the "KJK Agreement") with KJK Ventures Inc. ("KJK Ventures"), the Applicant agreed to, among other things, pay a monthly fee of \$35,000 plus HST to KJK Ventures for development management and related services. Kern Kalideen, the CEO of the Applicant, is the officer and director of KJK Ventures, which

provides real estate development services to religious and other charitable institutions. A copy of the KJK Agreement is attached hereto as **Exhibit "P"**. As at the date hereof, there is a total amount of \$285,850.00 owed to KJK Ventures under the KJK Agreement, for which KJK has agreed to accept reduced payments in the amount of \$10,000 plus HST for ongoing monthly services.

- (c) <u>Reinders & Rieder Ltd.</u> Pursuant to an Agreement dated March 31, 2015 (the "Reinders Agreement") with Reinders & Rieder Ltd. ("Reinders"), the Applicant agreed to, among other things, pay an amount equal to 2.65% of the Construction Costs (as defined in the Reinders Agreement) together with certain hourly rates and expenses to Reinders for architectural services. A copy of the Reinders Agreement is attached hereto as **Exhibit "Q"**. Work under the contract has ceased, but Reinders claims an amount of approximately \$423,140 is owing to it for architectural services rendered in 2020.
- (d) <u>Cushman Wakefield</u>. On November 12, 2021, the Applicant executed a commission agreement (the "**CW Agreement**") with Cushman and Wakefield ULC ("**Cushman**"), pursuant to which the Applicant agreed to pay the amount of \$528,000 to Cushman for the successful completion of a sale or joint venture agreement between the Applicant and Nahid or its subsidiaries or affiliates on or before March 31, 2022. A copy of the Cushman Agreement is attached hereto as **Exhibit "R"**.
- (e) <u>Konica Equipment</u>. Pursuant to two Premier Lease Agreements between the Applicant and Konica Minolta Business Solutions (Canada) Ltd. ("Konica")

each dated September 20, 2019 (the "Konica Agreements"), the Applicant leased certain photocopiers and other equipment from Konica, and agreed to make 22 quarterly payments in the aggregate amount of \$6,770.63. Copies of the Konica Agreements are attached hereto as **Exhibit "S"**. An amount of approximately \$98,939.00 plus HST remains outstanding through the balance of the terms of the Konica Agreements.

VI. CAUSES OF CURRENT FINANCIAL CHALLENGES.

A. Challenges

- 54. Project costs have significantly escalated since the units were sold in 2016, making the current economics of the project unattainable. The pace of cost escalation has increased significantly since the emergence of the COVID-19 pandemic. Based on my review of statistics published by Statistics Canada, residential building construction prices in Toronto increased by a staggering 24.4% between the third quarters of 2020 and 2021.²
- 55. In addition, the emergence of the COVID-19 pandemic and the consequent shutdown of much of Canada's consumer economy has created additional challenges to the Applicant's business. As of the date of this Affidavit, the duration of the COVID-19 pandemic and the economic impact of the precautionary measures taken to combat its spread remain unknown.

² See <u>https://www150.statcan.gc.ca/n1/daily-quotidien/211028/t001e-eng.htm</u>, retrieved January 26, 2022.

B. Terminations & Refund Requests

- 56. As noted above, the initial Completion Date specified in the Life Lease Agreements was March 31, 2019, which could be (and was) extended on notice to the Purchasers for up to three (3) years, to March 31, 2022.
- 57. When originally conceived, there was considerable enthusiasm for the Project. A total of 439 Purchasers secured Suites in the Project, for which Deposits in the aggregate amount of approximately \$27.6 million were paid to the Applicant.
- 58. Over the course of late 2019 to 2021, certain Purchasers requested that their Life Lease Agreements be terminated given that the Project was not completed by the initial Completion Date and requested a return of their Deposit paid. Over this period, the Applicant accepted the termination requests of 188 Purchasers (the "**Refunded Purchasers**"), for which Deposits (inclusive of interest) were returned to the Refunded Purchasers in the aggregate amount of \$12,229,521.49 as at January 26, 2022.
- 59. Accordingly, and in light of the Refunded Purchasers, there is currently a total of 280 Purchasers that remain in the Project (the "**Remaining Purchasers**"), with Deposits paid to the Applicant in the aggregate principal amount of \$16,119,649.96.
- 60. Of these 280 Remaining Purchasers, approximately 120 Remaining Purchasers have contacted the Applicant requesting the termination of their Life Lease Agreement and return of their Deposit. The Applicant has not formally accepted any of these additional termination and Deposit requests.

61. Unfortunately, in addition to processing the terminations and refunds requested by the Refunded Purchasers, the Applicant spent the Deposit monies on soft development costs such as commissions, broker fees, site plan approvals, architect fees and reporting, leaving minimal cash reserves. Consequently, the Applicant is unable to process further refund requests from the Remaining Purchasers.

VII. NEED FOR CCAA PROTECTION

A. Eligibility

- 62. The Applicant is insolvent insofar as it is unable to meet its obligations as they generally come due, and has ceased paying its current obligations in the ordinary course of business. In particular, a significant number of the Remaining Purchasers have purported to terminate their Life Lease Agreements and have demanded return of their Deposits. The Applicant is unable to refund the Deposits at this time.
- 63. As at the date hereof, the aggregate amount of the claims against the Applicant is more than \$31 million.
- 64. Based on the current cash availability and projected cash use, action needs to be taken to protect the interests of the Remaining Purchasers and other stakeholders.
- 65. The Applicant's liquidity position is deteriorating and with no sources of revenue, additional funding will need to be borrowed in order to support the Applicant while it restructures. The Applicant has the support of it secured creditors, Limestone and Nahid, and I believe that there is sufficient equity in the Development Land to either: (i) secure additional financing to complete the Project, or (ii) sell the Development Land and use the

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proceeds of sale to refund the Deposits to the Remaining Purchasers, as well as repay other creditors.

66. Based on the 26-Week Cash Flow Forecast (as defined below), the Applicant estimates that it requires a commitment for additional funding in the range of \$750,000 to \$850,000 in order to ensure that it has sufficient resources to complete the SISP and CCAA process.

VIII. FUNDING OF THE CCAA PROCEEDINGS

IX. PROPOSED INITIAL ORDER

A. Cash Flow Forecast

- 67. The Applicant has worked with the Proposed Monitor to prepare a 13-week consolidated cash flow forecast for the Applicant for the period ending May 22, 2022 (the "13-Week Cash Flow Forecast"). Attached hereto as Exhibit "T" is a copy of the 13-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 13-Week Cash Flow Forecast, I believe that it is fair and reasonable.
- 68. The 13-Week Cash Flow Forecast indicates a closing cash balance of approximately\$210,000 over the period due to a negative net cash flow of \$366,000.
- 69. The Applicant has worked with the Proposed Monitor to prepare a 26-week cash flow forecast for the Applicant for the period ending August 21, 2022 (the "26-Week Cash Flow Forecast"). Attached hereto as Exhibit "U" is a copy of the 26-Week Cash Flow Forecast. Based on my knowledge of the financial position of the Applicant and the assumptions set out in the 26-Week Cash Flow Forecast, I believe it is fair and reasonable.

70. The 26-Week Cash Flow Forecast indicates a requirement for the Applicant to obtain financing of at least \$538,000 to successfully complete a Plan. The Applicant does not require financing for the purposes of making the within application for CCAA protection. However, the Applicant does anticipate that it will require financing at a later date in order to attend to the steps proposed herein and in order to support it through the course of the CCAA proceedings. While not required at this particular juncture, the Applicant intends to secure financing and seek Court-approval for same at a later date, as further particularized below.

X. PROPOSED INITIAL ORDER

71. The Applicant is seeking the Initial Order substantially in the form attached as Tab 3 to the Application Record.

A. The Stay of Proceedings in Favour of the Applicant

72. The Initial Order contemplates a stay of all proceedings against the Applicant and its Property for an initial period of ten (10) days. As set out below, I anticipate that the Applicant will bring a motion during that period for an Order, among other things, extending the stay of proceedings.

B. Administration Charge

73. The Applicant intends to seek an initial charge against the Property in favour of the Monitor and its counsel and the Applicant's counsel to an initial maximum aggregate amount of \$150,000 in order to secure the payment of fees and expenses incurred in connection with moving for the within relief sought and for the initial ten (10) day protection period leading

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up to the first comeback hearing (the "Administration Charge"). In my view, the proposed Administration Charge is fair and reasonable in the circumstances.

- 74. The Administration Charge is proposed to rank as a first-priority charge, with the exception of ranking in subordinate to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, the "Encumbrances") in favour of any persons that have not been served with notice of this Application.
- 75. I believe that the granting of the Administration Charge, which may be increased at a later date, will permit and enhance the preparation of a viable SISP and CCAA process.

XI. INTENTION TO OBTAIN SECOND ORDER

- 76. As referred to above, I anticipate that the Applicant will return to Court within the 10 day period following the Initial Order (should it be granted) to seek an Order granting an extension of the stay of proceedings, approval of the SISP, and approval of debtor-in-possession financing ("**DIP Facility**"), as well as certain other relief.
- 77. As noted above, while not necessary at this juncture, the Applicant will require financing through the course of the CCAA proceedings in order to permit the Applicant to continue to operate its business. The Applicant, with the assistance of its counsel and the Monitor, is taking steps to secure a potential DIP Facility for this purpose. At this time, the Applicant is anticipating it will secure a DIP Facility in the maximum amount of \$850,000, payable in monthly tranches, with interest thereon at a rate per annum equal to 12% or the TD Bank

Prime Rate plus 9.55%. The Applicant intends to provide the Court with a fulsome update on the DIP Facility and seek court-approval in this regard at the comeback hearing.

XII. THE PROPOSED MONITOR

- 78. The Applicant proposes that Deloitte be appointed Monitor in this proceeding. Deloitte has consented to act as Monitor and its written consent is included at Tab 4 of the Application Record.
- 79. Deloitte is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada), and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA.

XIII. CONCLUSION

- 80. I believe that the Applicant ought to be granted protection under the CCAA. I am confident that granting the draft Initial Order is in the best interests of the Applicant as well as its employees, Purchasers, creditors, and other stakeholders. As set out above, I believe that given sufficient "breathing room" under the CCAA, the Applicant will be able to either (i) complete the Project for the benefit of the Remaining Purchasers who wish to move into their Suites in a way that provides sufficient liquidity to deal with Remaining Purchasers who wish to terminate their Life Lease Agreements, or (ii) sell the Development Land and distribute the proceeds to the Remaining Purchasers and other creditors.
- 81. Furthermore, I believe that even in a "worst case scenario" in which the Development Property is sold, a SISP under the CCAA will maximize proceeds on a more timely and

cost-effective basis than the available alternatives, and will provide for an orderly claims process and distribution process.

82. I swear this affidavit in support of an Application under the CCAA for an Initial Order in the form contained at Tab 3 of the Application Record, and for no other or improper purpose.

SWORN before me at the City of Toronto,				
in the Province of Ontario, this day of				
February 2022. DocuSigned by:				
Monica Falicin				
Commissioner for Taking Affidavits				

	DocuSigned by:	
	Jeremy Anderson	
_	JEREMY ANDERSON	

This is Exhibit "A" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

Docusigned by: Monica Faluim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Ministry of Government and Consumer Services



Profile Report

TRINITY RAVINE COMMUNITY INC. as of February 14, 2022

Act Type

Name Ontario Corporation Number (OCN) Governing Jurisdiction Incorporation/Amalgamation Date Registered or Head Office Address

Status Date Commenced in Ontario Principal Place of Business Corporations Information Act Extra-Provincial Federal Corporation Non-Share TRINITY RAVINE COMMUNITY INC. 1846511 Canada - Federal September 04, 2007 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 Refer to Governing Jurisdiction September 04, 2007 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

717 Transaction Number: APP-110192138711 Report Generated on February 14, 2022, 14:31

Chief Officer or Manager

Name Address for Service Kern KALIDEEN 11 Stoney Creek Drive, Markham, Ontario, Canada, L6E 0H3

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

718 Transaction Number: APP-110192138711 Report Generated on February 14, 2022, 14:31

Corporate Name History Refer to Governing Jurisdiction

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

721 Transaction Number: APP-110192138711 Report Generated on February 14, 2022, 14:31

Document List

Filing Name

CIA - Notice of Change PAF: BRITTNEY LINES - OTHER

CIA - Initial Return PAF: RUBY E. DEAN - OFFICER **Effective Date**

October 27, 2020

April 05, 2011

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

This is Exhibit "B" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

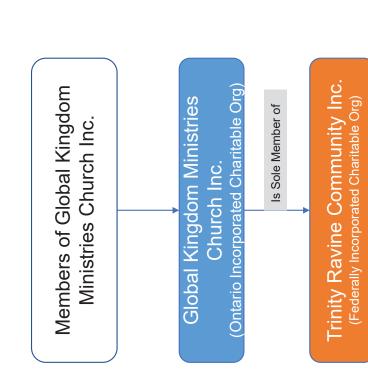
-2-

DocuSigned by: Monica Falicim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Org Chart Structure



This is Exhibit "C" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

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DocuSigned by:

Monica Faluim A927328446B742A... Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Ministry of Government and Consumer Services



Profile Report

GLOBAL KINGDOM MINISTRIES CHURCH INC. as of January 10, 2022

Type Name Ontario Corporation Number (OCN) Governing Jurisdiction Status Date of Incorporation/Amalgamation Registered or Head Office Address Not-for-Profit Corporation GLOBAL KINGDOM MINISTRIES CHURCH INC. 1987358 Canada - Ontario Active June 28, 2018 1250 Markham Road, Toronto, Ontario, Canada, M1H 2Y9

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors Maximum Number of Directors

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

[Not Provided] [Not Provided]

Johnson T BABALOLA 146 Hazelwood Drive, Whitby, Ontario, Canada, L1N 3L8 September 26, 2020

Johnson BABALOLA 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby DEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Ruby E DEAN 40 Dundalk Drive, 70, Scarborough, Ontario, Canada, M1P 4S3 September 26, 2020

Nathan DEVANAND 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Jasmine N DUNSTON 188 Woodsworth Road, North York, Ontario, Canada, M2L 2T1 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services. Dacbara Duckett

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Jasmine DUNSTON 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Sonia E GOODRIDGE 1156 Gossamer Drive, Pickering, Ontario, Canada, L1X 2T8 September 26, 2020

Sonia GOODRIDGE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Christopher T KEAN 24 Evershot Crescent, Markham, Ontario, Canada, L6E 0L5 September 26, 2020

Christopher KEAN 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Donna M LODU 1790 Woodview Avenue, Pickering, Ontario, Canada, L1V 1L4 September 26, 2020

Donna LODU 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Frederick MITCHELL 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Name Address for Service

Date Began

Name Address for Service Date Began

Name Address for Service Date Began

Name Address for Service

Date Began

Name Address for Service

Date Began

Name Address for Service Date Began Frederick P MITCHELL 48 Suncrest Boulevard, 108, Thornhill, Ontario, Canada, L3T 7Y5 June 28, 2018

Devanand I NATHAN 81 Garden Street, Whitby, Ontario, Canada, L1N 9E7 September 26, 2020

Paul A SINGH 125 East Avenue, Scarborough, Ontario, Canada, M1C 3K9 September 26, 2020

Paul SINGH 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark STEELE 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 September 26, 2020

Mark R STEELE 118 Sandcherry Court, Pickering, Ontario, Canada, L1V 6V8 September 26, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Active Officer(s)

Name Position Address for Service

Date Began

Jeremy ANDERSON Secretary 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 November 17, 2020

Robert JOHNSTON President 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Treasurer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Anne LEE Chief Financial Officer 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9 October 01, 2020

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Corporate Name History

Name Effective Date

Previous Name Effective Date GLOBAL KINGDOM MINISTRIES CHURCH INC. July 02, 2020

FRED MITCHELL MINISTRIES INC. June 28, 2018

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: ANNE LEE - OFFICER	May 03, 2021
Annual Return - 2020 PAF: ANNE LEE - OFFICER	March 28, 2021
CIA - Notice of Change PAF: ANNE LEE - OFFICER	January 28, 2021
CA - Application for Supplementary Letters Patent	July 02, 2020
CIA - Initial Return PAF: FRED MITCHELL - DIRECTOR	December 18, 2018
CA - Application for Incorporation Non-Share	June 28, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Director/Registrar

This is Exhibit "D" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

-4-

-DocuSigned by: Monica Fahrim

A927328446B742A... Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Trinity Ravine Community Inc. Board of Directors

Directors:

Christopher Kean Johnson Babalola Mark Steele Jasmine Dunston Ruby Dean Sonia Goodridge Donna Lodu Devanand Nathan Frederick Mitchell This is Exhibit "E" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 5 -



MONICA FAHEIM

Ž				PARCEL	REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER		
	Ontario	Contario ServiceOntario		LAND REGISTRY OFFICE #66	06179-0141 (T.T.)	PAGE 1 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:46:56	
				D IN ACCORDANCE WITH THE	* SUBJECT	TO RESERVATIONS IN CROWN GRANT *	
PROPERTY DESCRIPTION:	SCRIPTION:	PART OF LOT 32 RCP TOGETHER WITH AN EA PARTS 5, 6 66R31325 EASEMENT OVER PARTS PART 9 66R31325 IN	10620 PARTS 1,3,9, ASEMENT OVER PART C 5 AS IN AT5708631; 5 3, 9 66R31325 IN FAVOUR OF PART OF	RCP 10620 PARTS 1,3,9,11,12 ON PLAN 66R31325; TOGETHI AN EASEMENT OVUER PART OF LOT 32 RCP 10620, PART 4 66R. 11325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER TARYS 3, 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10 5 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 6	; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, RT 4 66R31325 AS IN AT5708631; TOGETHER WITH AN EASE ENT OVER PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN S 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY 0.	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 66R31235 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 3, 9 66R31235 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31235 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; SUBJECT TO AN EASEMENT OVER	
PROPERTY REI	REMARKS:	PLANNING ACT CONSEN	PLANNING ACT CONSENT IN DOCUMENT AT5708631	708631.			
ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUA	IFIER: ON QUALIFIED		<u>RECENTLY:</u> DIVISION FRO	RECENTLY: DIVISION FROM 06179-0128		<u>PIN CREATION DATE:</u> 2021/06/03	
OWNERS' NAMES TRINITY RAVINE	COMMUNITY	INC.	CAPACITY SI	SHARE			
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** PRINTOUT	T INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENT	rs since 2021/06/03 **			
**SUBJECT,	ON FIRST REGI	ON FIRST REGISTRATION UNDER THE L	LAND TITLES ACT, TO				
* *	SUBSECTION 44	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT		PARAGRAPH 11, PARAGRAPH 14, PROVIN	PROVINCIAL SUCCESSION DUTIES *		
* *	AND ESCHEATS	OR FORFEITURE TO THE	E CROWN.				
* *	THE RIGHTS OF		D, BUT FOR THE LAN.	ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO TH	LED TO THE LAND OR ANY PART OF		
* *	IT THROUGH LE	IT THROUGH LENGTH OF ADVERSE POSSI	SESSION, PRESCRIPTI	POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES	es settled by		
* *	CONVENTION.						
* *	ANY LEASE TO	ANY LEASE TO WHICH THE SUBSECTION	J 70(2) OF THE REGISTRY ACT APPLIES	STRY ACT APPLIES.			
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64R9926	1983/09/08	PLAN REFERENCE					U
64R10306	1984/08/14	PLAN REFERENCE					υ
TB268009	1985/09/10	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY	王氏卫父 ***	Ę	
00	RRECTIONS: 'I	CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'TRANSFER'	GED FROM 'TRANSFER'	TO 'TRANS EASMENT' ON	1991/03/19 BY ROMA NUTLEY.	LII OF SURVEOROUGH	
66R22461	2006/05/17	PLAN REFERENCE					υ
AT2010746 RE	5 2009/02/11 REMARKS: THIS NC	NOTICE NOTICE IS FOR AN INDET	\$2 FOR AN INDETERMINATE PERIOD	CITY OF TORONTO			U
AT2279726	2010/01/15	TRANS RLIGIOUS ORG	\$7,650,000	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS OF THE PENTECOSTAL ASSEMBLIES OF CANADA	fel temple as a local assembly ; of canada	GLOBAL KINGDOM MINISTRIES INC.	υ
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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PAGE 2 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:46:56

LAND RECISTRY OFFICE #66 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2279804	2010/01/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	royal bank of canada	
AT2485789 RE	9 2010/08/25 NOTICE REMARKS: RE, AT2010746	NOTICE 12010746	\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	υ
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** GLOPAT, KINCDOM MINISTPIFS INC.	roval fank of canada	
RE	REMARKS: AT2279804	9804				
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO	_	U
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** downt dame of campon	OTHACADE AC VETS	
RE	MARKS: AT2275	REMARKS: AT2279804 TO AT4950467		VALUE OF THE PARTY		
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		U
AT4993259	2018/10/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
AT4993260	2018/10/29	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLAPARI, KINCDOMM MINISPRIES INC	NORMANNO MORFGAGE HOLDTNG CORPORATION	
RE	REMARKS: AT4993259	3259				
AT5056728	2019/01/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY	
RE	MARKS: AT4995	REMARKS: AT4993259. AT4993259			CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
AT5069400	2019/02/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OMEMANICO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTCAGE HOLDING CORPORATION	
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RE	REMARKS: AT4993259	3259		CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN IRUSI COMPANY	
66R31325	2020/06/04	PLAN REFERENCE				U
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	
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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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PAGE 3 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:46:56

LAND REGISTRY OFFICE #66 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RE	MARKS: AT4993	REMARKS: AT4993259. AT4993259 & AT5069400		CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
AT5682976 RE	2021/03/22 MARKS: AT5633	<pre>5 2021/03/22 TRANSFER OF CHARGE **</pre>	1 BY LAURA HERC	*** DELETED AGAINST THIS PROPERTY *** OWEWANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY OUX	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
AT5705956	2021/04/15	APL CH NAME OWNER		GLOBAL KINGDOM MINISTRIES INC.	TRINITY RAVINE COMMUNITY INC.	υ
AT5763092 RE	2021/06/09 MARKS: UPGRAD	2 2021/06/09 LR'S ORDER REMARKS: UPGRADING DESCRIPTION		LAND REGISTRAR, TORONTO LAND REGISTRY OFFICE		U
AT5770136	2021/06/16	CHARGE	\$3,000,000	GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	U
AT5770137 RE	7 2021/06/16 NO REMARKS: AT5770136.	NO ASSGN RENT GEN 136.		GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	υ
AT5838551 RE	L 2021/08/24 DIF	DISCH OF CHARGE 259.		*** COMPLETELY DELETED *** OWERANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY		
AT5842192 RE	: 2021/08/27 DIS REMARKS: AT2279804	DISCH OF CHARGE 804.		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
AT5849215 <i>RE</i>	5 2021/09/02 REMARKS: DELETE	APL (GENERAL) SUBJECT TO AN EASEMENT AS	S IN TB268009	*** COMPLETELY DELETED *** TRINITY RAVINE COMMUNITY INC.		
AT5887441	2021/10/19	CHARGE	\$4,700,000	TRINITY RAVINE COMMUNITY INC.	NAHID CORP.	U

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

This is Exhibit "F" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022



Commissioner for 1 aking Affidavits (or as may be)

MONICA FAHEIM

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FY IDENTIFIER PAGE 1 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:47:49 TO RESERVATIONS IN CROWN GRANT *	7, 8 AND 10 ON REFERENCE PLAN 66R31325,(FORMERLY CITY OF 11 NAT1385473; SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN PAVOUR OF SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31335 IN PAVOUR OF PART EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 IT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN 5 AS IN AT5708631; CITY OF TORONTO	ти стреди и то	2021/06/03		PARTIES TO											ROYAL BANK OF CANADA	GLOBAL KINGDOM MINISTRIES INC.	KUNNKU GO ZINKG IKANG	NUTH BANN OF CANADA	
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:47:49

OFFICE #66 06179-0140 (LT) 0A * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** POVAT, PANK OF CANADA		
RE.	MARKS: AT2279	REMARKS: AT2279804 TO AT4950467				
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO	U	U
AT4993259	2018/10/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
AT4993260	2018/10/29	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
RE.	REMARKS: AT4993259	3259				
AT5056728	2019/01/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
RE.	MARKS: AT4993	REMARKS: AT4993259. AT4993259				
AT5069400	2019/02/01	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
RE.	REMARKS: AT4993259	1259				
66R31325	2020/06/04	PLAN REFERENCE			U	U
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
RE.	MARKS: AT4993	REMARKS: AT4993259. AT4993259 & AT5069400	169400			
AT5682976	2021/03/22	TRANSFER OF CHARGE		OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	υ
RE.	REMARKS: AT5633723	8723.				
AT5708631	2021/04/16	TRANSFER		TRINITY RAVINE COMMUNITY INC.	GLOBAL KINGDOM MINISTRIES CHURCH INC.	U
	NOTE: A NOTE: E	NDJOINING PROPERTIES S INSURE THAT YOUR PRINT	SHOULD BE INVESTIGA COUT STATES THE TOT.	NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESC NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.	WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. JP.	74

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3 PREPARED FOR Rebecca01 ON 2022/02/14 AT 14:47:49

LAND REGISTRY OFFICE #66 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5708855	2021/04/16	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES CHURCH INC.	OWEMANCO MORTGAGE HOLDING CORPORATION	
RE	MARKS: AT5682	REMARKS: AT5682976 PARTS 2, 4,5, 6,	4	8 AND 10 ON REFERENCE PLAN 66R31325		
AT5770136	2021/06/16	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
				GLOBAL KINGPOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
AT5770137	2021/06/16	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY ***		
				GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	
REI	REMARKS: AT5770136.	136.				
AT5838551	2021/08/24	2021/08/24 DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				OWEMANCO MORTGAGE HOLDING CORPORATION		
				CANADIAN WESTERN TRUST COMPANY Annadian Westerdn Trust Company		
				CANADIAN WESTERN TRUST COMPANY		
RE	REMARKS: AT4993259.	259.				
AT5840901	2021/08/26	CHARGE	\$7,400,000	GLOBAL KINGDOM MINISTRIES CHURCH INC.	THE PENSION FUND (1969) OF THE PENTECOSTAL ASSEMBLIES OF	U
					CANADA THE PENTECOSTAL ASSEMBLIES OF CANADA PENTECOSTAL FINANCIAL SERVICES GROUP INC.	
AT5840902	2021/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REI	REMARKS: AT5770136.	136.		LIMESTONE CAPITAL INC.		
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROVAL RANK OF CANADA		
REI	REMARKS: AT2279804.	804.				

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This is Exhibit "G" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

-7-

-DocuSigned by: Monica Falicim

Commissioner jor Taking Ajjiaavus (or as may be)

MONICA FAHEIM

SCHEDULE "A" LIFE LEASE OCCUPANCY AGREEMENT

Corporation: Global Kingdom Ministries 1250 Markham Road Scarborough, Ontario, M1H 2Y9 (the " <i>Corporation</i> ")	Telephone: (647) 876-543 Facsimile: (416) 439-542	
This information must be completed by Occupanc	су	
Purchaser: Full Name(s)	Purchaser: Full Name(s)	
Address:	Address:	
Tel:	Tel:	
Email:	Email <u>:</u>	-
Resident: Full Name(s)	Resident: Full Name(s)	
Address:	Address:	
 Tel:		
Email:	Email:	
Purchase Details: Suite No:as specifically described in Sc Total cost of the Suite is \$, incluper space(s) at \$ per space, (the "Tota")	ding,storage locker at \$	per locker and
 Deposit: \$5,000.00 paid by cheque to the "Global Kingdom Agreement by the Purchaser fully refundable with ending (the "Notice D Five percent (5%) of the Total Cost, inclusive of 2 	iin 10 days of the execution of this a Date").	agreement, such period
 Five percent (5%) of the Total Cost, inclusive of ' to the Corporation within thirty (30) days of the exending Five percent (5%) of the Total Cost, or \$ within one hundred and twenty (120) days of the operiod ending 	, payable by post-dated ch execution date on this Agreement b	

4. The balance (90%) upon completion and occupancy.

Offer:

Schedule "M"

Amending Agreement for Lenders

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	day of	, 20
Witness Signature		Purchaser Signature
Dated this	day of	, 20
Witness Signature		 Resident Signature
Witness Signature		Resident Signature
Acceptance: The Corporation H Agreement.	nereby accepts the Purchaser's offer a	nd agrees to complete the transaction contemplated by this
Dated this	day of	, 20
		GLOBAL KINGDOM MINISTRIES
		Per:
		REVISION DATE: April 3rd, 2019
Schedule "E" Schedule "F" Schedule "G" Schedule "H" Schedule "I" Schedule "J" Schedule "K"	Terms and Conditions of Life Leas The Legal Description Common Areas and Facilities Rules and Regulations Features and Specifications Admission Criteria Dispute Resolution Suite Floor Plan	se Occupancy

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:** e 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. <u>Changes in plans</u>: e 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. pon return of the Deposit, all of us shall be released from any obligations to the others under this Agreement.
- 7. Termination before Construction: e 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. e 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. pon 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. <u>Completion</u>: 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. e 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. <u>Completion Date</u>: Subject to sub-paragraph 29.3 and paragraphs 10 and 50, the completion date has been established as no later than March 31, 2020 (Completion Date). e shall provide the Purchaser with six (6) months prior advance notice of the final Completion Date.
- 10. <u>Extension or acceleration</u>: 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. e may also similarly advance the Completion Date, on notice to the Purchaser. e 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. <u>Occupancy of Suite</u>: 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) e shall enter into a construction contract with a reputable general contractor or construction manager
- (ii) e shall have received confirmation that municipal oning 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 Purchasers 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. <u>Life Lease Interest and Right to Occupy:</u> In return for the Total Cost paid by the Purchaser:
 - Purchaser's Life Lease Interest: the Corporation grants to the Purchaser 13.1 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 <u>Limitation on Resident's Right to Occupy</u>: 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. e 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
 - hotel or boarding or lodging house use. For greater certainty, use of a Suite for short term leasing, whether through companies such as Airbnb, VR O 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. <u>Storage Locker</u>: 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. <u>Common Areas and Facilities</u>: 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). e may, in our discretion, acting reasonably, amend the Rules and Regulations from time to time.
- 16. <u>Quiet enjoyment</u>: 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. <u>Changes to Suite</u>: 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. pon 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. e 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 centrallysupplied 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. e 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. e 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. pon 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. <u>Suite charges</u>: 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, individuallymetered hydro, and other utilities, if any, not included in the Occupancy Charge. e are not liable for any interruption or failure in the supplies of such services.
- 21. <u>Property taxes</u>: 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. pon 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. <u>Attorney</u>: 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. e are under no obligations to undertake repairs, replacements, upgrades or renovations after you vacate the Suite for the subsequent Purchaser.
- 25. <u>Notification of defects</u>: 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 e will warranty the construction within the Suite for a period of one (1) year from the date of occupancy.
 - 25.2 e 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 e 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 <u>Entry</u>: e 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. e, or our agent may determine in our discretion whether an emergency exists, and our decision binds everyone affected by it.
 - 26.2 <u>**Resident's absence:**</u> 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 <u>Locks</u>: e 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 <u>No liability</u>: 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 <u>Compensation</u>: 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. <u>Offer and Acceptance</u>: ntil 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.

- 28. <u>Your Promises</u>: 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 <u>Age:</u> 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 <u>Colour selections and Extras</u>: 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 authori ed 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 <u>Sign documents</u>: 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 <u>No interference</u>: 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 **<u>Re-entry</u>**: 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 <u>Signs</u>: not to place any signs or notices on the Suite or Common Areas and Facilities without our prior written consent
- 28.9 <u>No hindrance</u>: not to hinder other residents from carrying out their obligations under their respective Agreements
- 28.10 <u>Registration</u>: 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 uilding 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 <u>Additional Compliance</u>: 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 subparagraph 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 <u>No liens</u>: 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 <u>Lease</u>: not to rent the Suite to any individual(s) without our express prior written consent

- 28.18 <u>Adjacent Development</u>: not to object to the severance, development and re oning (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,
- 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 sub-paragraph 37.1(a).
- 29. <u>Our Promises</u>: e 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 <u>Compliance</u>: 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
 - 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 oning by-laws
 - 29.2 **<u>UFFI</u>**: 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 <u>Encumbrances against the Lands</u>: 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. e 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. e 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. pon 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. <u>First notice</u>: hile 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.

pon 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
- 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. <u>Second notice</u>: 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. <u>**Transfer**</u>: 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 oard or similar Real Estate oard 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 <u>Completion of Transfer</u>: 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 ntil 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 e shall not be responsible for any costs incurred by you, your personal representative or by a transferee in connection with the Transfer.
- 35.10 pon 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 <u>Death</u>: pon 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
- 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. e 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 <u>Abatement</u>: 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 <u>Damage to Your Property</u>: 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:** e shall obtain and maintain to the extent obtainable the following insurance:
- (a) <u>All Risk Insurance</u>: 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:
- 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) <u>Public Liability Insurance</u>: 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) <u>oiler, Machinery and Pressure Vessel Insurance</u>: Insure against the Corporations 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) <u>Directors and Officers Insurance</u>: 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) e shall have the exclusive right, on our own behalf and as the Purchasers 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, authori e 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. e 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 ha ards 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

38. **Disclosure Statement:**

- 38.1 Prior to completion, the Corporation will deliver to you a Disclosure Statement, which will include the following:
- A summary of any unsatisfied judgments against the Corporation, and any (a) 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
- A detailed description of the manner of determining the calculation of the (d) Occupancy Fee for each Suite
- Copy of a Certificate of Insurance in connection with the insurance to be (e) maintained by the Corporation.
- On completion, the Corporation will deliver a Certificate to you warranting 38.2 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
- No merger: All rights and obligations in the Agreement survive the Completion Date and 40. do not merge because of the occupancy of the Suite.
- Governing law: The Agreement is governed by the laws of Ontario and Canada. 41.
- 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 oard 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 authori es any prior or later departure or waiver, e are not obliged to continue any departure or waiver or to permit any later departure or waiver.
- Notice: here the Agreement allows or requires a notice to be given to a party, this notice 46. 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.

- 48. **<u>Remedies cumulative:</u>** All our remedies are cumulative and the exercise of one will not deprive us of the others.
- 49. <u>Planning Act compliance</u>: 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. <u>Representations and warranties</u>: Any floor, oning, 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. e provide no warranty in connection with sod, shrubs, grass, trees, or other landscaping.
- 52. <u>Headings</u>: The headings of the paragraphs and sub-paragraphs of the Agreement are inserted for convenience only and are not part of the Agreement.
- 53. <u>**Dispute Resolution:**</u> Any dispute arising between the parties under this Agreement may be referred to mediation and, if necessary, arbitration pursuant to Schedule K hereof.
- 54. <u>Time of the Essence</u>: Time is of the essence of this Agreement.
- 55. <u>Amendments to Lease</u>: The Corporation may also amend this Agreement from time-totime to reflect current policies and procedures, provided that the intent of this Agreement is unaffected.

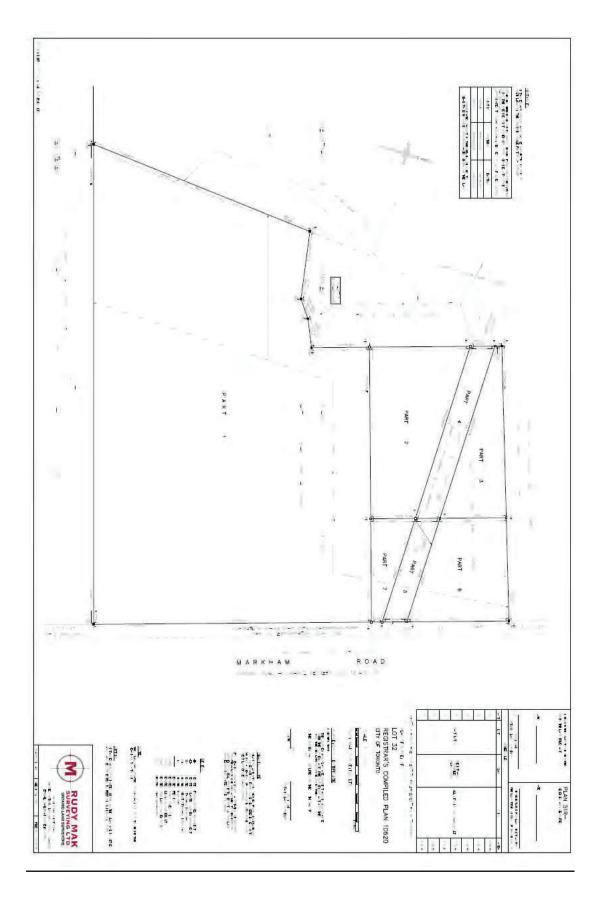
SCHEDULE "F"

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, EING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCAR ORO GH, S JECT TO AN EASEMENT AS SET O T AS INSTR MENT T 268009 TOGETHER ITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRI ED AS PARTS 5, 6 7 OF THE DRAFT REFERENCE PLAN ATTACHED.

24794764.8



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. ater 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. ith 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.
- 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. ater 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, VR O 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 roams, 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. <u>Age</u>: 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. ith 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*.

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) pon 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

BETWEEN

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 capitali ed 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. pon 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. pon 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. pon 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 ranch of Lender identified in Attachment 2 of this Amending Agreement and the Residents hereby irrevocably direct and authori e 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. pon any sale of the Life Lease Interest and not withstanding 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 authori e 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, reali ed, 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, reali e, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, reali ing, 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 reali e 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

y:_____ Name: Title: y:<u></u> Name: Title:

itness

As Purchaser

itness

As Resident

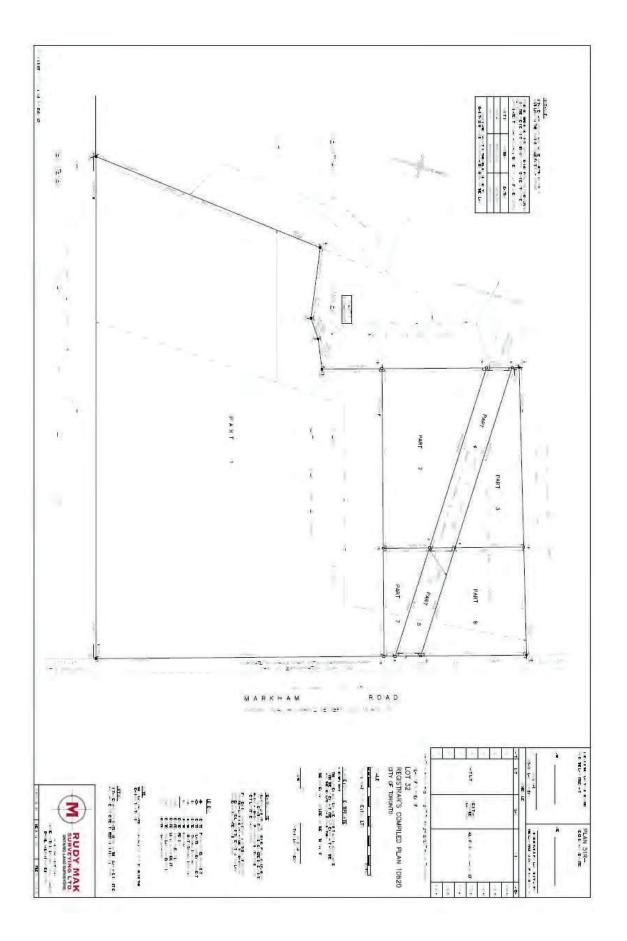
[All Residents and Purchaser under the Life Lease Occupancy Agreement <u>must</u> be party to this Amending Agreement]

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, EING PART OF PARTS 1, 2 AND 3 ON 66R-22461 SCAR ORO GH, S JECT TO AN EASEMENT AS SET O T AS INSTR MENT T 268009 TOGETHER ITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 1, 66R-22905, AS IN AT1385473, CITY OF TORONTO, DESCRI ED AS PARTS 5, 6 7 OF THE DRAFT REFERENCE PLAN ATTACHED.



ATTACHMENT 2

Notice Address and Details of Lender

DATED:

GLOBAL KINGDOM MINISTRIES

- and -

PURCHASER

- and -

RESIDENT

LIFE LEASE OCCUPANCY AGREEMENT

DAVID. C.K. TANG Partner

Miller Thomson LLP

Scotia Pla a 40 King Street est, Suite 5800 P.O. ox 1011 Toronto, Ontario M5H 3S1 **Direct Line:** <u>1 416.597.6047</u> **Fax:** <u>1 416.595.8695</u> This is Exhibit "H" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

— DocuSigned by:

Monica Fahrim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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 lands in the City of Toronto, Ontario, 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 500 apartment units, located on the lands municipally known as 1250 Markham Road, Scarborough, Ontario (here in after refined 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) and underground parking space(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 27.3;
 - 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 34;
- 4.18 "Residents` Association" is defined in sub-paragraph 28.6;
- 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 "you" and "your" means both the Resident and the Purchaser, and their legal or personal representatives;
- 4.23 "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 Reinders + Rieder Ltd. 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 materially (2%) affect the Suite or its proper use under this Agreement, and provided that we advise you of any change within a reasonable time before such changes are made. If such changes materially (2%) 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 Reinders + Rieder Ltd. We will use our reasonable best 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. <u>Completion Date</u>: Subject to sub-paragraph 27.3 and paragraphs 10 the completion date has been established as no later than October 1, 2018 ("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 27.3 and paragraph 49, the new Completion Date will not be later than (2) two 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, and your pro-rata share (with other purchasers) of any liquidated damages, if any, received by us, which we shall pay to you upon receipt.
- 11. <u>Occupancy of Suite</u>: 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. <u>Total Cost:</u> 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 and underground parking space(s) (the "Total Cost"), plus the cost of any Extras that are subject to additional charges as provided in sub-paragraph 27.3. The Total Cost is composed of the following:
 - 12.1 \$5,000.00 paid by cheque to the Corporation on the date of execution of the Life Lease Reservation Agreement by the Purchaser.
 - 12.2 Five percent (5%) of the Total Cost, inclusive of 1 above, payable by cheque to the Corporation within thirty (30) days upon execution of this Agreement by the Purchaser.
 - 12.3 Five percent (5%) of the Total Cost payable by cheque to the Corporation within one hundred and twenty (120) days of this Agreement.
 - 12.4 Five percent (5%) of the Total Cost, payable by cheque to the Corporation within three hundred and seventy (370) days of this Agreement
 - 12.5 Five percent (5%) of the Total Cost, payable by cheque to the Corporation within (540) days of this Agreement, or upon occupancy.
 - 12.6 The balance (80%) upon completion and occupancy

The deposits paid under sub-paragraphs 12.1, 12.2, 12.3, 12.4, 12.5, are defined as the "Deposit".

Subject only to paragraph 29, 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, after which, no interest shall accrue on the Deposit.

PROVIDED THAT:

- a) We shall enter into a construction contract with a reputable general contractor or construction manager;
- b) We shall have received confirmation that municipal zoning requirements have been met,
- c) Global Kingdom Ministries guarantees that subject to paragraph 30 any deposit used in construction will be fully refunded to purchasers if project does not proceed to completion.
- 12.7 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.
- 12.8 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.
- 12.9 The Purchaser shall pay for the Extras upon ordering the Extras, and the balance of the Total Cost on the Completion Date.
- 12.10 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. <u>Life Lease Interest and Right to Occupy:</u> 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 **<u>Resident's Right to Occupy the Suite:</u>** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment.
- 13.3 Limitation on Resident's Right to Occupy: You agree that the Suite will only be occupied, used and enjoyed by the Resident, (except as permitted below) as a private single family residence, until the earlier of the Termination of the Agreement upon Default or Transfer under paragraph 33 and 34.

You will not allow anyone who has not signed this Agreement personally or by a legal or personal representative as Resident to occupy, use and enjoy the Suite on a long term basis unless our prior written consent is obtained. If we give our consent, you will be responsible to us for any of the occupant's violations of this Agreement. Suites can be rented with at least one occupant meeting the age reuirement.

- 14. **Parking Space and Storage Locker:** The Resident's right to occupy, use and enjoy may include the use and enjoyment of a designated underground parking space(s) (the "Parking Space") and/or a designated storage locker space(s) (the "Storage Locker"), if acquired by 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 (the "Rules and Regulations") and as detailed in Schedule "H". 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 under sub-paragraph 34.12, 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, 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 Reinders + Rieder Ltd., and as its denominator, the total net area (determined in the same manner) of all the Suites in Trinity Ravine Towers.
- 19. <u>Components of Occupancy Charge</u>: 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, 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 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, parking garage, 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 access to all documents upon which your Proportionate Share of the Occupancy Charge is based.

20. <u>Suite charges</u>: 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, 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 as defined in paragraph 18, as well as your Proportionate Share of Property Taxes for the Common Areas and Facilities. Upon reasonable notice to us, you will have access to all 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, weed cutting charges, water, snow removal and sewer rates, charges or levies that are imposed on the Lands and Trinity Ravine Towers by any taxing authority;
- 22. <u>Attorney</u>: You appoint us as your attorney for the purpose of disputing any assessment of Property Taxes.
- 23. **Condition of Suite:** It is your responsibility to maintain the Suite and all fixtures in it in good working order at your expense. Subsequent purchasers will accept the Suite as-is, and we are under no obligations to undertake repairs, replacements, upgrades or renovations.
- 24. **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. **<u>Emergency</u>**: In case of an emergency,
 - 25.1 **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.
 - 25.2 **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.
 - 25.3 **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.
 - 25.4 **No liability:** The rights and authority given by sub-paragraph 25.1 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.
 - 25.5 **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, which is caused by your default or negligence, or that of any of your permitted occupants or guests.
- 26. **Offer and Acceptance:** Until you sign this Agreement, it is only an offer from the Corporation to enter into a binding contract. If you sign this Agreement, it becomes a legally binding contract. This Agreement has been delivered to you for your review before you sign it, and you acknowledge that we have advised you to obtain independent legal advice prior to signing this Agreement. You shall provide a certificate of independent legal advice and verification of your ability to pay the balance of the Total Cost, in a form satisfactory to our lender.

- 27. <u>Your Promises</u>: 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:
 - 27.1 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.
 - 27.2 **<u>Compliance with Agreement</u>**: to comply with your obligations under the Agreement and the Rules and Regulations;
 - 27.3 <u>Colour selections and Extras</u>: 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;

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

- 27.5 **Assignment:** The Purchaser may assign this Agreement for the purpose of financing the Total Cost as set out in paragraph 12 of this Agreement without the consent of the Corporation provided ten (10) days written notice of such assignment is given by the Purchaser to the Corporation. Additionally, where at least 80% of the Units are sold, the Purchaser may assign this Agreement subject to the prior written approval of the Corporation.
- 27.6 **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;
- 27.7 <u>**Re-entry:**</u> 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;
- 27.8 **Signs:** not to place any signs or notices on the Suite or Common Areas and Facilities without our prior written consent;
- 27.9 <u>No hindrance</u>: not to hinder other residents from carrying out their obligations under their respective Agreements;
- 27.10 **<u>Registration</u>**: to inform us in writing if you register a notice of agreement against title to the Lands, and not to register any such notice before the Completion Date;
- 27.11 **Decisions of architect and engineer:** to accept the decision of Reinders + Rieder Ltd. 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;
- 27.12 **<u>No holdback</u>**: not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 27.13 <u>Additional Compliance</u>: to comply with all obligations of the Resident and the Purchaser as set out in the documents referred to in subparagraph 28.1;
- 27.14 **Subordination:** to subordinate this Agreement and your right to occupy, use and enjoy the Suite 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 34, 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 receiving such agreements not to disturb your occupation, use and quiet enjoyment and the right to Transfer. The Corporation shall ensure that all 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;
- 27.15 **<u>No liens</u>**: 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;

- 27.16 **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
- 27.17 **Lease:** not to rent the Suite to any individual(s) without our express prior written consent;
- 27.18 **Adjacent Development:** not to object to the severance, development and rezoning (if required) of part of the Lands, as depicted in Schedule "F", 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 such severed lands, including, without limitation, development agreements (site plan agreements, etc.) crosseasements, cross-servicing and operating agreements entered into with the municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers and such 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 the Lands,
 - (ii) subject to sub-paragraph 27.14, all required postponements and subordinations of the Life Lease Interest 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 to the severance of the adjacent property.

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. **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:
 - 28.1 **<u>Compliance</u>**: to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under
 - 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;
- 28.3 **<u>UFFI</u>**: not to include urea formaldehyde foam insulation in the Suite;
- 28.3 **<u>Construction liens</u>**: to indemnify you from any construction lien arising from work, materials or services supplied by or through us to the Suite.
- 28.4 **Encumbrances against the Lands:** that all encumbrances against the Lands (other than encumbrances referred to in sub-paragraph 28.1 of this Agreement) shall be fully discharged once the construction of all Suites has been completed, and the sale of the right to occupy all Suites has been completed. No less than ninety (90%) per cent of the proceeds from the sale of each Suite shall be used to pay down construction financing until the indebtedness secured by such financing has been fully repaid. We undertake that we shall not register any mortgage financing against the Lands without first informing you, and provided that we shall obtain a non-disturbance agreement for all Suites from such mortgagee in accordance with sub-paragraph 27.14 if the mortgagee requires a postponement or subordination from the Purchaser as a condition of its loan.
- 28.5 **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.
- 28.6 **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

- 29. **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.
- 30. **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 29, 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

- 31. **<u>First notice</u>**: While this Agreement is in effect, you will be in default ("Default") upon the occurrence of any of the following events:
 - 31.1 you fail to deliver the Deposit as required under sub-paragraphs 12.2, 12.3, 12.4 and 12.5 or
 - 31.2 you fail to pay the Occupancy Charge when due, or
 - 31.3 you do not perform or you break any of your covenants or agreements ("promises") in this Agreement, or
 - 31.4 the Suite, Parking Space or Storage Locker is used by anyone other than those entitled to use them under this Agreement, or
 - 31.5 any lien, execution or encumbrance arising from any action or default by you is charged against or affects the Lands, or
 - 31.6 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 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 31.5.

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.

- 32. **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.
- 33. **Termination:** If the Agreement is terminated under paragraphs 31 or 32, 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 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 five (5%) per cent administration fee for Transfer of the Suite pursuant to sub-paragraph 34.5, 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

- 34. <u>**Transfer**</u>: 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:
 - 34.1 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 ninety (90) days, you may then list your Suite with a real estate agent or attempt to Transfer the Life Lease Interest privately.
 - 34.2 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.
 - 34.3 Every agreement of purchase and sale that you or your personal representative enters into shall include the requirement for Global Kingdom Ministries right of first refusal.
 - 34.4 You or your personal representative agree to provide a copy of any accepted agreement of purchase and sale within one day 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 15th day after we receive a copy of the accepted agreement of purchase and sale.
 - 34.5 You or your personal representative shall pay us an administrative and transfer fee equal to five (5%) per cent of the Transfer price of the Suite, subject to Schedule "L".
 - 34.6 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.
 - **34.7** <u>Completion of Transfer</u>: 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

- (ii) The new Purchaser shall enter into a life lease occupancy agreement substantially in the form of this Agreement.
- (iii) The new Purchaser shall pay us, except in the case of a Transfer under sub-paragraph 34.6, five (5%) per cent of the Transfer price of the Suite subject to Section "L".
- (iv) The new Purchaser shall pay you, except in the case of a Transfer under sub-paragraph 34.6, ninety-five (95%) per cent of the Transfer price of the Suite subject to Section "L".
- (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.
- 34.8 Until the Transfer is completed pursuant to sub-paragraph 34.7, the Purchaser shall remain responsible for the Occupancy Charge and all other charges described herein.
- 34.9 We shall not be responsible for any costs incurred by you, your personal representative or by a transferee in connection with the Transfer.
- 34.10 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.
- 34.11 <u>Death</u>: Upon the Purchaser's death, the Purchaser's personal representatives may transfer the Life Lease Interest:
 - i) **with administrative and transfer fee** to any person or transferees referred to in sub-paragraph 34.1 to 34.5 in accordance with the procedures set out in subparagraph 34.7; and,
 - ii) **without administrative and transfer fee** to any person or transferee referred to in subparagraph 34.6 in accordance with the procedures set out in subparagraph 34.7.

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

35.1 **Termination of Agreement:** If the Suite is destroyed, or so damaged by fire or other casualty so as to make it uninhabitable within 90 days, the Agreement may be terminated in our discretion. In such event, we will pay the Purchaser 95% of the fair market value of the Life Lease Interest determined immediately prior to such destruction or damage determined in the manner set forth in paragraph 33 as if such damage had not occurred, less any outstanding amounts owing to us by the Purchaser. 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 paragraph. The terms of sub-paragraph 35.5 apply to this provision such that the Corporation will not be held responsible for any destruction or damage that in the

- 35.2 **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.
- 35.3 **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.
- 35.4 **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.
- 35.5 **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.
- 35.6 **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 and elsewhere on the Lands and in Trinity Ravine Towers, including any automobiles.

INSURANCE

- 36.1 **By the Corporation**: We shall obtain and maintain to the extent obtainable the following insurance:
- a) <u>"All Risk" Insurance</u>: 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 insure:

- i) the Lands and Trinity Ravine Towers, but excluding improvements and betterments made or acquired by the Purchaser;
- ii) 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) waivers of subrogation against us, our directors, officers, managers, agents and employees and as against the Purchaser and his or her permitted occupants and guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- iv) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to;
- v) a waiver of any defense based on co-insurance (other than a stated amount coinsurance clause);
- vi) waiver of any defense based on invalidity arising from the conduct or act or omission of or breach of a statutory condition by any person.
- vii) <u>Public Liability Insurance</u>: Public liability and property damage insurance, and insurance against our liability resulting from a breach of our duty as an occupier of the Common Areas and Facilities insuring the liability of the Corporation, the Residents and Purchasers from time to time, 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 his or her permitted occupants and guests.
- viii) <u>Boiler, Machinery and Pressure Vessel Insurance</u>: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- ix) <u>Directors and Officers Insurance:</u> 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.

36.2 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) The Purchaser shall indemnify the Corporation against loss, cost, damage

or injury caused to the Common Areas and Facilities because of 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 be responsible for the payment of the deductible amount in accordance with sub-paragraph 36.1 a).

- e) 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.
- f) Prior to obtaining any policy or policies of insurance under clauses 1(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.

36.3 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 Two Million (\$2,000,000.00) Dollars, covering your 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.
- 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) You will not be permitted occupancy until you produce evidence of bound insurance outlined in sub-paragraphs 36.3(a), 36.3 (b) and 36.3(c).

36.4 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 35.1, 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 35.1. 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.

37. Disclosure Statement:

- 37.1 Prior to completion, the Corporation will deliver to you a Disclosure Statement, which will include the following:
 - a) Details of all borrowings of the Corporation and security given for repayment with respect to Trinity Ravine Towers;
 - b) A summary of any unsatisfied judgments against the Corporation, and any threatened actions, suits or proceedings of which the Corporation is aware;
 - c) 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;
 - d) 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;
 - e) A detailed description of the manner of determining the calculation of the Occupancy Fee for each Suite;
 - f) Copy of a Certificate of Insurance in connection with the insurance to be maintained by the Corporation;
 - g) A Warranty as to the title of the Corporation to the Lands.
- 37.2 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.
- 38. **Schedules:** The following schedules are part of this agreement:
 - F The Lands
 - G Common Areas and Facilities
 - H Rules and Regulations
 - I Features and Specifications
 - J Admission Criteria
 - K Dispute Resolution
 - L Real Estate Agents and Brokers
 - M Suite Floor Plan
- 39. **No merger:** All rights and obligations in the Agreement survive the Completion Date and do not merge because of the occupancy of the Suite.
- 40. **Governing law:** The Agreement is governed by the laws of Ontario and Canada.
- 41. <u>Entire agreement</u>: 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

- 42. <u>Severability</u>: If any term of the Agreement is illegal or unenforceable, the remaining terms of this Agreement are not affected.
- 43. **Successors and assigns:** The Agreement benefits and binds you, your legal or personal representatives, your permitted assigns and our successors and assigns.
- 44. **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.
- 45. **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.
- 46. **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.
- 47. **<u>Remedies cumulative</u>**: All our remedies are cumulative and the exercise of one will not deprive us of the others.
- 48. **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.
- 49. **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.
- 49. **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.
- 50. **Headings:** The headings of the paragraphs and sections of the Agreement are inserted for convenience only and are not part of the Agreement.
- 51. **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.
- 52. <u>Time of the Essence</u>: Time is of the essence of this Agreement.
- 53. <u>Amendments to Lease</u>: 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

RSC Lands Assessment Roll Number: 1901-05-2-880-05900 RSC Lands Property Identifier Number: 06179-0128 (LT) Municipal Address: 1250 Markham Road, Toronto, Ontario, M1H 2Y9

PART OF LOT 32 RCP 10620, DESCRIBED AS 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, BEING ALL OF PIN 06179-0128 (LT)

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.
- 9. 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.
- 10. No Resident shall overload existing electrical circuits.
- 11. 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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Lands, including grass, trees, shrubs, hedges, flowers or flower beds.
- 17. 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.
- 18. 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).
- 19. 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.
- 20. 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.
- 21. Water taps that are intended for the common use of all residents must be kept easily accessible to the Corporation and all other residents.
- 22. 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,
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. All drapery must be beige in colour or lined with beige material so as to give Trinity Ravine Towers a uniform exterior appearance.
- 29. 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.
- 30. 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.
- 31. 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 roams, 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 quartz 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 quartz 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
- heat lamp in master bath
- 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)
- decorative baseboard to be paint-grade, sanded, primed and painted (1 primer, 2 finish coats)

Doors and Windows

- mirrored closet door at foyer closet
- quality lever door hardware throughout
- panelized 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. <u>Age:</u> 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. It is agreed that when personal care is required by one or more of the Residents and appropriate services are available within the health care community, the Resident(s) shall avail themselves of such services or alternately move to another facility of the Resident's choosing.
- 3. 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.
- 4. 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 nonfulfilment 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 Section 2.

2. Formal Process

Any dispute that has not been resolved informally pursuant to Section 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 section, 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. <u>Performance Notwithstanding Dispute</u>

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.

<u>SCHEDULE "L"</u> THE USE OF REAL ESTATE AGENTS AND BROKERS BY PURCHASERS

This schedule applies specifically to Purchasers who are desirous of using the Real Estate Agents and Brokers. Should the Leaseholder decide to sell the unit, they can use a Real Estate or Broker and go to the open market subject to Section 27.1 and Schedule "J" (age requirement). Global Kingdom Ministry first right of refusal (Sec 34) still applies. However, Global Kingdom Ministries will be treated as the co-operating Broker with 2.5% co-operating fee being applicable. If Global Kingdom Ministries exercises its right of first refusal and purchases lists on MLS, then only \$1500 administration fee will be charged.

GLOBAL KINGDOM MINISTRIES

- and –

PURCHASER

- and -

RESIDENT

LIFE LEASE OCCUPANCY AGREEMENT

CLARKS

Barristers and Solicitors 1200-374 Quellette Avenue Windsor, Ontario N9A 1A4 This is Exhibit "I" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

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-DocuSigned by: Morrica Faluim A927328446B742A... Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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 lands in the City of Toronto, Ontario, 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 500 apartment units, located on the lands municipally known as 1250 Markham Road, Scarborough, Ontario (here in after refined 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) and underground parking space(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 27.3;
 - 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 34;
- 4.18 "Residents` Association" is defined in sub-paragraph 28.6;
- 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 "you" and "your" means both the Resident and the Purchaser, and their legal or personal representatives;
- 4.23 "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 Reinders + Rieder Ltd. 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 materially (2%) affect the Suite or its proper use under this Agreement, and provided that we advise you of any change within a reasonable time before such changes are made. If such changes materially (2%) 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. <u>Completion</u>: 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 Reinders + Rieder Ltd. We will use our reasonable best 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. <u>Completion Date</u>: Subject to sub-paragraph 27.3 and paragraphs 10 the completion date has been established as no later than October 1, 2018 ("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 27.3 and paragraph 49, the new Completion Date will not be later than (2) two 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, and your pro-rata share (with other purchasers) of any liquidated damages, if any, received by us, which we shall pay to you upon receipt.
- 11. <u>Occupancy of Suite</u>: 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. <u>Total Cost:</u> 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 and underground parking space(s) (the "Total Cost"), plus the cost of any Extras that are subject to additional charges as provided in sub-paragraph 27.3. The Total Cost is composed of the following:
 - 12.1 \$5,000.00 paid by cheque to the Corporation on the date of execution of the Life Lease Reservation Agreement by the Purchaser.
 - 12.2 Five percent (5%) of the Total Cost, inclusive of 1 above, payable by cheque to the Corporation within thirty (30) days upon execution of this Agreement by the Purchaser.
 - 12.3 Five percent (5%) of the Total Cost payable by cheque to the Corporation within one hundred and twenty (120) days of this Agreement.
 - 12.4 Five percent (5%) of the Total Cost, payable by cheque to the Corporation within three hundred and seventy (370) days of this Agreement
 - 12.5 Five percent (5%) of the Total Cost, payable by cheque to the Corporation within (540) days of this Agreement, or upon occupancy.
 - 12.6 The balance (80%) upon completion and occupancy

The deposits paid under sub-paragraphs 12.1, 12.2, 12.3, 12.4, 12.5, are defined as the "Deposit".

Subject only to paragraph 29, 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, after which, no interest shall accrue on the Deposit.

PROVIDED THAT:

- a) We shall enter into a construction contract with a reputable general contractor or construction manager;
- b) We shall have received confirmation that municipal zoning requirements have been met,
- c) Global Kingdom Ministries guarantees that subject to paragraph 30 any deposit used in construction will be fully refunded to purchasers if project does not proceed to completion.
- 12.7 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.
- 12.8 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.
- 12.9 The Purchaser shall pay for the Extras upon ordering the Extras, and the balance of the Total Cost on the Completion Date.
- 12.10 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. <u>Life Lease Interest and Right to Occupy:</u> 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 **<u>Resident's Right to Occupy the Suite:</u>** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment.
- 13.3 Limitation on Resident's Right to Occupy: You agree that the Suite will only be occupied, used and enjoyed by the Resident, (except as permitted below) as a private single family residence, until the earlier of the Termination of the Agreement upon Default or Transfer under paragraph 33 and 34.

You will not allow anyone who has not signed this Agreement personally or by a legal or personal representative as Resident to occupy, use and enjoy the Suite on a long term basis unless our prior written consent is obtained. If we give our consent, you will be responsible to us for any of the occupant's violations of this Agreement. Suites can be rented with at least one occupant meeting the age reuirement.

- 14. **Parking Space and Storage Locker:** The Resident's right to occupy, use and enjoy may include the use and enjoyment of a designated underground parking space(s) (the "Parking Space") and/or a designated storage locker space(s) (the "Storage Locker"), if acquired by 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 (the "Rules and Regulations") and as detailed in Schedule "H". 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 under sub-paragraph 34.12, 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, 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 Reinders + Rieder Ltd., and as its denominator, the total net area (determined in the same manner) of all the Suites in Trinity Ravine Towers.
- 19. <u>Components of Occupancy Charge</u>: 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, 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 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, parking garage, 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 access to all documents upon which your Proportionate Share of the Occupancy Charge is based.

20. <u>Suite charges</u>: 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, 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 as defined in paragraph 18, as well as your Proportionate Share of Property Taxes for the Common Areas and Facilities. Upon reasonable notice to us, you will have access to all 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, weed cutting charges, water, snow removal and sewer rates, charges or levies that are imposed on the Lands and Trinity Ravine Towers by any taxing authority;
- 22. <u>Attorney</u>: You appoint us as your attorney for the purpose of disputing any assessment of Property Taxes.
- 23. **Condition of Suite:** It is your responsibility to maintain the Suite and all fixtures in it in good working order at your expense. Subsequent purchasers will accept the Suite as-is, and we are under no obligations to undertake repairs, replacements, upgrades or renovations.
- 24. **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. **<u>Emergency</u>**: In case of an emergency,
 - 25.1 **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.
 - 25.2 **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.
 - 25.3 **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.
 - 25.4 **No liability:** The rights and authority given by sub-paragraph 25.1 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.
 - 25.5 **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, which is caused by your default or negligence, or that of any of your permitted occupants or guests.
- 26. <u>Offer and Acceptance</u>: Until you sign this Agreement, it is only an offer from the Corporation to enter into a binding contract. If you sign this Agreement, it becomes a legally binding contract. This Agreement has been delivered to you for your review before you sign it, and you acknowledge that we have advised you to obtain independent legal advice prior to signing this Agreement. You shall provide a certificate of independent legal advice and verification of your ability to pay the balance of the Total Cost, in a form satisfactory to our lender.

COVENANTS AND AGREEMENTS ("PROMISES")

- 27. <u>Your Promises</u>: 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:
 - 27.1 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.
 - 27.2 **Compliance with Agreement:** to comply with your obligations under the Agreement and the Rules and Regulations;
 - 27.3 <u>Colour selections and Extras</u>: 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;

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

- 27.5 **Assignment:** The Purchaser may assign this Agreement for the purpose of financing the Total Cost as set out in paragraph 12 of this Agreement without the consent of the Corporation provided ten (10) days written notice of such assignment is given by the Purchaser to the Corporation. Additionally, where at least 80% of the Units are sold, the Purchaser may assign this Agreement subject to the prior written approval of the Corporation.
- 27.6 **<u>No interference</u>**: 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;
- 27.7 <u>**Re-entry:**</u> 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;
- 27.8 **Signs:** not to place any signs or notices on the Suite or Common Areas and Facilities without our prior written consent;
- 27.9 <u>No hindrance</u>: not to hinder other residents from carrying out their obligations under their respective Agreements;
- 27.10 **<u>Registration</u>**: to inform us in writing if you register a notice of agreement against title to the Lands, and not to register any such notice before the Completion Date;
- 27.11 **Decisions of architect and engineer:** to accept the decision of Reinders + Rieder Ltd. 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;
- 27.12 **<u>No holdback</u>**: not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 27.13 <u>Additional Compliance</u>: to comply with all obligations of the Resident and the Purchaser as set out in the documents referred to in subparagraph 28.1;
- 27.14 **Subordination:** to subordinate this Agreement and your right to occupy, use and enjoy the Suite 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 34, 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 receiving such agreements not to disturb your occupation, use and quiet enjoyment and the right to Transfer. The Corporation shall ensure that all 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;
- 27.15 **<u>No liens</u>**: 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;

- 27.16 **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
- 27.17 **Lease:** not to rent the Suite to any individual(s) without our express prior written consent;
- 27.18 **Adjacent Development:** not to object to the severance, development and rezoning (if required) of part of the Lands, as depicted in Schedule "F", 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 such severed lands, including, without limitation, development agreements (site plan agreements, etc.) crosseasements, cross-servicing and operating agreements entered into with the municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers and such 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 the Lands,
 - (ii) subject to sub-paragraph 27.14, all required postponements and subordinations of the Life Lease Interest 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 to the severance of the adjacent property.

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. **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:
 - 28.1 **<u>Compliance</u>**: to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under
 - 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;
- 28.3 **<u>UFFI</u>**: not to include urea formaldehyde foam insulation in the Suite;
- 28.3 **<u>Construction liens</u>**: to indemnify you from any construction lien arising from work, materials or services supplied by or through us to the Suite.
- 28.4 **Encumbrances against the Lands:** that all encumbrances against the Lands (other than encumbrances referred to in sub-paragraph 28.1 of this Agreement) shall be fully discharged once the construction of all Suites has been completed, and the sale of the right to occupy all Suites has been completed. No less than ninety (90%) per cent of the proceeds from the sale of each Suite shall be used to pay down construction financing until the indebtedness secured by such financing has been fully repaid. We undertake that we shall not register any mortgage financing against the Lands without first informing you, and provided that we shall obtain a non-disturbance agreement for all Suites from such mortgagee in accordance with sub-paragraph 27.14 if the mortgagee requires a postponement or subordination from the Purchaser as a condition of its loan.
- 28.5 **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.
- 28.6 **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

- 29. **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.
- 30. **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 29, 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

- 31. **<u>First notice</u>**: While this Agreement is in effect, you will be in default ("Default") upon the occurrence of any of the following events:
 - 31.1 you fail to deliver the Deposit as required under sub-paragraphs 12.2, 12.3, 12.4 and 12.5 or
 - 31.2 you fail to pay the Occupancy Charge when due, or
 - 31.3 you do not perform or you break any of your covenants or agreements ("promises") in this Agreement, or
 - 31.4 the Suite, Parking Space or Storage Locker is used by anyone other than those entitled to use them under this Agreement, or
 - 31.5 any lien, execution or encumbrance arising from any action or default by you is charged against or affects the Lands, or
 - 31.6 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 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 31.5.

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.

- 32. **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.
- 33. **Termination:** If the Agreement is terminated under paragraphs 31 or 32, 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 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 five (5%) per cent administration fee for Transfer of the Suite pursuant to sub-paragraph 34.5, 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

- 34. <u>**Transfer**</u>: 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:
 - 34.1 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 ninety (90) days, you may then list your Suite with a real estate agent or attempt to Transfer the Life Lease Interest privately.
 - 34.2 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.
 - 34.3 Every agreement of purchase and sale that you or your personal representative enters into shall include the requirement for Global Kingdom Ministries right of first refusal.
 - 34.4 You or your personal representative agree to provide a copy of any accepted agreement of purchase and sale within one day 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 15th day after we receive a copy of the accepted agreement of purchase and sale.
 - 34.5 You or your personal representative shall pay us an administrative and transfer fee equal to five (5%) per cent of the Transfer price of the Suite, subject to Schedule "L".
 - 34.6 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.
 - **34.7** <u>Completion of Transfer</u>: 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

- (ii) The new Purchaser shall enter into a life lease occupancy agreement substantially in the form of this Agreement.
- (iii) The new Purchaser shall pay us, except in the case of a Transfer under sub-paragraph 34.6, five (5%) per cent of the Transfer price of the Suite subject to Section "L".
- (iv) The new Purchaser shall pay you, except in the case of a Transfer under sub-paragraph 34.6, ninety-five (95%) per cent of the Transfer price of the Suite subject to Section "L".
- (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.
- 34.8 Until the Transfer is completed pursuant to sub-paragraph 34.7, the Purchaser shall remain responsible for the Occupancy Charge and all other charges described herein.
- 34.9 We shall not be responsible for any costs incurred by you, your personal representative or by a transferee in connection with the Transfer.
- 34.10 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.
- 34.11 <u>Death</u>: Upon the Purchaser's death, the Purchaser's personal representatives may transfer the Life Lease Interest:
 - i) **with administrative and transfer fee** to any person or transferees referred to in sub-paragraph 34.1 to 34.5 in accordance with the procedures set out in subparagraph 34.7; and,
 - ii) **without administrative and transfer fee** to any person or transferee referred to in subparagraph 34.6 in accordance with the procedures set out in subparagraph 34.7.

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

35.1 **Termination of Agreement:** If the Suite is destroyed, or so damaged by fire or other casualty so as to make it uninhabitable within 90 days, the Agreement may be terminated in our discretion. In such event, we will pay the Purchaser 95% of the fair market value of the Life Lease Interest determined immediately prior to such destruction or damage determined in the manner set forth in paragraph 33 as if such damage had not occurred, less any outstanding amounts owing to us by the Purchaser. 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 paragraph. The terms of sub-paragraph 35.5 apply to this provision such that the Corporation will not be held responsible for any destruction or damage that in the

- 35.2 **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.
- 35.3 **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.
- 35.4 **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.
- 35.5 **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.
- 35.6 **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 and elsewhere on the Lands and in Trinity Ravine Towers, including any automobiles.

INSURANCE

- 36.1 **By the Corporation**: We shall obtain and maintain to the extent obtainable the following insurance:
- a) <u>"All Risk" Insurance</u>: 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 insure:

- i) the Lands and Trinity Ravine Towers, but excluding improvements and betterments made or acquired by the Purchaser;
- ii) 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) waivers of subrogation against us, our directors, officers, managers, agents and employees and as against the Purchaser and his or her permitted occupants and guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- iv) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to;
- v) a waiver of any defense based on co-insurance (other than a stated amount coinsurance clause);
- vi) waiver of any defense based on invalidity arising from the conduct or act or omission of or breach of a statutory condition by any person.
- vii) <u>Public Liability Insurance</u>: Public liability and property damage insurance, and insurance against our liability resulting from a breach of our duty as an occupier of the Common Areas and Facilities insuring the liability of the Corporation, the Residents and Purchasers from time to time, 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 his or her permitted occupants and guests.
- viii) <u>Boiler, Machinery and Pressure Vessel Insurance</u>: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- ix) <u>Directors and Officers Insurance:</u> 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.

36.2 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) The Purchaser shall indemnify the Corporation against loss, cost, damage

or injury caused to the Common Areas and Facilities because of 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 be responsible for the payment of the deductible amount in accordance with sub-paragraph 36.1 a).

- e) 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.
- f) Prior to obtaining any policy or policies of insurance under clauses 1(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.

36.3 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 Two Million (\$2,000,000.00) Dollars, covering your 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.
- 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) You will not be permitted occupancy until you produce evidence of bound insurance outlined in sub-paragraphs 36.3(a), 36.3 (b) and 36.3(c).

36.4 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 35.1, 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 35.1. 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.

37. Disclosure Statement:

- 37.1 Prior to completion, the Corporation will deliver to you a Disclosure Statement, which will include the following:
 - a) Details of all borrowings of the Corporation and security given for repayment with respect to Trinity Ravine Towers;
 - b) A summary of any unsatisfied judgments against the Corporation, and any threatened actions, suits or proceedings of which the Corporation is aware;
 - c) 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;
 - d) 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;
 - e) A detailed description of the manner of determining the calculation of the Occupancy Fee for each Suite;
 - f) Copy of a Certificate of Insurance in connection with the insurance to be maintained by the Corporation;
 - g) A Warranty as to the title of the Corporation to the Lands.
- 37.2 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.
- 38. **Schedules:** The following schedules are part of this agreement:
 - F The Lands
 - G Common Areas and Facilities
 - H Rules and Regulations
 - I Features and Specifications
 - J Admission Criteria
 - K Dispute Resolution
 - L Real Estate Agents and Brokers
 - M Suite Floor Plan
- 39. **No merger:** All rights and obligations in the Agreement survive the Completion Date and do not merge because of the occupancy of the Suite.
- 40. **Governing law:** The Agreement is governed by the laws of Ontario and Canada.
- 41. <u>Entire agreement</u>: 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

- 42. <u>Severability</u>: If any term of the Agreement is illegal or unenforceable, the remaining terms of this Agreement are not affected.
- 43. **Successors and assigns:** The Agreement benefits and binds you, your legal or personal representatives, your permitted assigns and our successors and assigns.
- 44. **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.
- 45. **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.
- 46. **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.
- 47. **<u>Remedies cumulative</u>**: All our remedies are cumulative and the exercise of one will not deprive us of the others.
- 48. **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.
- 49. **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.
- 49. **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.
- 50. **<u>Headings</u>**: The headings of the paragraphs and sections of the Agreement are inserted for convenience only and are not part of the Agreement.
- 51. **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.
- 52. <u>Time of the Essence</u>: Time is of the essence of this Agreement.
- 53. <u>Amendments to Lease</u>: 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

RSC Lands Assessment Roll Number: 1901-05-2-880-05900 RSC Lands Property Identifier Number: 06179-0128 (LT) Municipal Address: 1250 Markham Road, Toronto, Ontario, M1H 2Y9

PART OF LOT 32 RCP 10620, DESCRIBED AS 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, BEING ALL OF PIN 06179-0128 (LT)

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.
- 9. 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.
- 10. No Resident shall overload existing electrical circuits.
- 11. 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.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the Lands, including grass, trees, shrubs, hedges, flowers or flower beds.
- 17. 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.
- 18. 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).
- 19. 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.
- 20. 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.
- 21. Water taps that are intended for the common use of all residents must be kept easily accessible to the Corporation and all other residents.
- 22. 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,
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. All drapery must be beige in colour or lined with beige material so as to give Trinity Ravine Towers a uniform exterior appearance.
- 29. 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.
- 30. 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.
- 31. 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 roams, 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 quartz 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 quartz 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
- heat lamp in master bath
- 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)
- decorative baseboard to be paint-grade, sanded, primed and painted (1 primer, 2 finish coats)

Doors and Windows

- mirrored closet door at foyer closet
- quality lever door hardware throughout
- panelized 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. <u>Age:</u> 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. It is agreed that when personal care is required by one or more of the Residents and appropriate services are available within the health care community, the Resident(s) shall avail themselves of such services or alternately move to another facility of the Resident's choosing.
- 3. 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.
- 4. All residents must abide by all policies established for *Trinity Ravine Towers*.

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 nonfulfilment 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 Section 2.

2. Formal Process

Any dispute that has not been resolved informally pursuant to Section 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 section, 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. <u>Performance Notwithstanding Dispute</u>

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" THE USE OF REAL ESTATE AGENTS AND BROKERS BY PURCHASERS

This schedule applies specifically to Purchasers who are desirous of using the Real Estate Agents and Brokers. Should the Leaseholder decide to sell the unit, they can use a Real Estate or Broker and go to the open market subject to Section 27.1 and Schedule "J" (age requirement). Global Kingdom Ministry first right of refusal (Sec 34) still applies. However, Global Kingdom Ministries will be treated as the co-operating Broker with 2.5% co-operating fee being applicable. If Global Kingdom Ministries exercises its right of first refusal and purchases lists on MLS, then only \$1500 administration fee will be charged.

GLOBAL KINGDOM MINISTRIES

- and –

PURCHASER

- and -

RESIDENT

LIFE LEASE OCCUPANCY AGREEMENT

CLARKS

Barristers and Solicitors 1200-374 Quellette Avenue Windsor, Ontario N9A 1A4 This is Exhibit "J" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

– 10 –



Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Trinity Ravine Community Balance Sheet As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Chequing/Savings	
1050000 · Cash & Cash Equivalent	710,745.24
1150000 · Investment	910,592.37
Total Chequing/Savings	1,621,337.61
Other Current Assets	
1251200 · Miscellaneous Receivables	52,854.86
1451000 · Prepaid Expenses	2,573.68
2251600 · HST Receivable (Payable)	63,251.65
Total Other Current Assets	118,680.19
Total Current Assets	1,740,017.80
Fixed Assets	
1616000 · Property Under Development	21,989,856.69
1620000 · Land	2,036,354.00
Total Fixed Assets	24,026,210.69
TOTAL ASSETS	25,766,228.49
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2251100 · Accounts Payable	608,015.18
Total Accounts Payable	608,015.18
Other Current Liabilities	
2251200 · Accrued Liabilities	11,769.00
2251300 · Holdback Liabilities	158,027.36
2251400 · Accrued Interest Expenses	60,586.98
2252000 · Payable to GKM	5,078,467.11
Total Other Current Liabilities	5,308,850.45
Total Current Liabilities	5,916,865.63
Long Term Liabilities	-,
2761250 · Limestone Capital Inc.	3,000,000.00
2761600 · Investors Loan	142,250.43
2771000 · Deferred Revenue - Life Lease	20,055,936.73
Total Long Term Liabilities	23,198,187.16
Total Liabilities	29,115,052.79
Equity	20, 0,002.10
3100000 · Restricted Net Assets	-1,360,849.60
Net Income	-1,987,974.70
Total Equity	-3,348,824.30
TOTAL LIABILITIES & EQUITY	25,766,228.49
	20,100,220.43

This is Exhibit "K" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 11 -

—DocuSigned by: Monica Falicim

Commissioner jor Taking Ajjiaavus (or as may be)

MONICA FAHEIM

LRO # 80 Charge/Mortgage

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 15

Propertie	Properties			
PIN	06179 - 0140 LT Interest/Estate Fee Simple			
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 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			
Address	1250 MARKHAM ROAD TORONTO			
PIN Description	06179 - 0141 LT Interest/Estate Fee Simple 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; SUBJECT TO AN EASEMENT OVER PART 11 66R31325 AS IN TB268009; 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 9, 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, PART 9, 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; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PART 9, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO			
Address	1256 MARKHAM ROAD TORONTO			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	GLOBAL KINGDOM MINISTRIES CHURCH INC.		
Address for Service	1250 Markham Road		
	Toronto, Ontario M1H 2Y9		
I, Jeremy Anderson, Secretary, have the authority to bind the corporation.			
This document is not authorized under Power of Attorney by this party.			

Name	TRINITY RAVINE COMMUNITY INC.
Address for Service	1250 Markham Road
	Toronto, Ontario M1H 2Y9
I, Kern Kalideen, C.E.O.	, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)			Capacity	Share
lame	LIMESTONE CAPITAL INC.			
Address for Service	1090 Don Mills Road, Suite 300 Toronto, Ontario M3C 3R6			
Provisions				
Principal	\$3,000,000.00	Currency	CDN	
Calculation Period	SEE SCHEDULE			
Salance Due Date	2022/08/01			
nterest Rate	SEE SCHEDULE			
Payments				
nterest Adjustment Date	2021 07 01			
Payment Date	First Day of Each and Ever	ry Month		
First Payment Date	2021 08 01			
ast Payment Date	2022 08 01			
tandard Charge Terms	200033			
nsurance Amount	Full insurable value			
uarantor				

LRO # 80 Charge/Mortgage

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 15

Additional Provisions

See Schedules

Signed By				
Janet Alvarado	20 Holly St. Ste 300 Toronto M4S 3B1	acting for Chargor(s)	Signed	2021 06 16
Tel 416-486-9800				
Fax 416-486-3309				
I have the authority to sign and registe	er the document on behalf of the Chargor(s).			
Submitted By				
OWENS, WRIGHT LLP	20 Holly St. Ste 300 Toronto M4S 3B1			2021 06 16
Tel 416-486-9800				
Fax 416-486-3309				
Fees/Taxes/Payment				
Statutory Registration Fee	\$65.30			
Total Paid	\$65.30			
File Number				
Chargor Client File Number :	GLOBAL KINGDOM / TRINITY RAVINE			
Chargee Client File Number :	12249004 LIMESTONE / 1250 & 1256 M	ARKHAM		

GLOBAL KINGDOM MINISTRIES CHURCH INC. is the registered owner of those lands and premises described in and being all of PIN 06179-0140 (LT) $\,$

TRINITY RAVINE COMMUNITY INC. is the registered owner of those lands and premises described in and being all of PIN 06179-0141 (LT)



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ADDITIONAL PROVISIONS

For the purpose of this Charge/Mortgage, the terms "Charge", "Chargor" and "Chargee" shall also mean "Mortgage", "Mortgagor" and "Mortgagee". The land and premises that are subject to this Charge are collectively sometimes referred to in this Charge as the "Property".

1. STANDARD CHARGE TERMS

The terms contained in this schedule are in addition to the terms contained in Standard Charge Terms 200033. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail.

2. **PRE-INTEREST – Intentionally Deleted**

3. INTEREST RATE

From the date of the advance until the last day of the 12th month following the advance, interest shall be charged at **13.00%** per annum calculated and payable monthly, not in advance, before and after maturity and default. From and after the 1st day of the 13th month the loan shall bear interest at **18.00%** per annum to be calculated and payable monthly, not in advance, before and after maturity and default;

Interest shall accrue on all amounts advanced from time to time from the respective dates of such advances. Interest on all advances shall be payable in arrears on the 1st day of each month following the date of the initial advance.

4. POST-DATED CHEQUES

Provided that the Chargor shall at the commencement date of the within Charge provide the Chargee with a series of thirteen (13) post-dated cheques from its bank account, each dated on the first day of each month for the term of the Charge as follows: twelve (12) cheques in the amount of \$32,500.00/month representing the monthly instalment at the rate hereinbefore mentioned for the first 12 months of the term; and one (1) cheque in the amount of \$45,000.00/month representing the monthly instalment at the rate hereinbefore mentioned for the first at the rate hereinbefore mentioned for the first 12 months of the term; and one (1) cheque in the amount of \$45,000.00/month representing the monthly instalment at the rate hereinbefore mentioned for the final month of the term.

The Chargor agrees that in the event that the bank of the Chargor does not honour, for any reason whatsoever, any cheques or pre-authorized payments submitted by the Chargor to any Chargee hereunder by way of monthly payment or any other monies required to be paid by the Chargor to the Chargee hereunder, or should the Chargor fail to provide a monthly payment when due, then the Chargee shall forthwith be entitled to payment by the Chargor to the Chargee of the sum of FIVE HUNDRED (\$500.00) DOLLARS as a liquidated amount, per occurrence, to cover the Chargee's administration costs and not as penalty and such sum shall be a charge upon the said lands and shall bear interest at the rate herein before stated.

5. PAYMENTS AFTER 1:00 P.M. OR 11:00 A.M. ON A FRIDAY OR THE BUSINESS DAY PRECEDING A STATUTORY HOLIDAY

Any payment (other than payment of the regular payments of interest) that is made after 1:00 p.m. on any date or 11:00 a.m. on a Friday or the business day preceding a statutory holiday, shall be deemed for the purpose of calculation of interest, to have been made and received on the next bank business day. For greater certainty, if funds are received (or deemed received) on a Friday after 11:00 a.m. or the day preceding a statutory holiday, interest will be payable to the next bank business day.

6. PAYMENT PRIOR TO MATURITY

The Loan shall be closed for prepayment by the Chargor during the first three (3) months of the term of this Charge.

In the remaining term of this Charge, the Chargor shall have the privilege when not in default of paying the whole of the principal amount hereby secured upon not less than thirty (30) days' written notice and payment to the Chargee of one (1) month's interest premium.

If prepayment of any part of the Principal Sum is made during the term of the Charge, whether by reason of payment after acceleration upon the occurrence of an Event of Default or as otherwise permitted hereunder, the Chargor agrees to indemnify and save harmless the mortgagee from all costs and losses resulting therefrom and to pay to the Chargee one (1) month's interest premium.

If the Charge is renewed for any period or periods after the term of the Charge, then prepayment of the whole of the principal amount hereby secured at any time or times will be in accordance with the terms of the mortgage renewal letter.

7. REPAYMENT NOTICE

In the event the Chargor intends to repay the Charge upon maturity, the Chargor shall pay one (1) month's interest premium; however, in the event that the Borrower provides not less than thirty (30) days' written notice of such intention, no premium is payable.

8 **REALTY TAXES**

The Chargor agrees that if the Property becomes subject to taxation, the following provisions shall apply.

In the event the Chargee does not elect to collect the realty taxes imposed for the Property that the Chargor shall pay all instalments as they become due and shall provide proof of payment by way of a receipt to the Chargee on or before the due date for each such payment.

In the event the Chargee elects to collect the realty taxes, whether levied or not, for the Property together with the monthly interest payment hereunder, and subsequently the monthly realty tax payments collected from the Chargor are insufficient to pay any realty tax bill when due, the Chargor covenants to pay all arrears, insufficiencies and instalments to the Chargee within fourteen (14) days of written notice from the Chargee's solicitor to make such payment.

In the event that the Chargor fails to provide proof of payment as set out above, the Chargor agrees that the Chargee's solicitor may obtain verbal information from the municipality, or for those municipalities which do not provide verbal information pertaining to realty tax accounts, by obtaining a tax certificate, and the Chargor agrees that the cost of obtaining such information plus an Administration Fee, as described herein, shall be payable to the Chargee and will be added to the principal amount secured by the Charge.

9. SECURITY

The Chargee shall have the right to divide the security for the Loan between a first and a second mortgage provided that there is no financial impact to the Borrower. The fees shall be the same, the effective interest rate and the total payments shall be the same as if one mortgage was registered notwithstanding that each mortgage will have a different rate of interest. All terms and conditions of each mortgage shall be identical.

10 ASSIGNMENT

The Chargee may sell, transfer, assign or syndicate the Loan, or any interest therein, from time to time without notice to, or consent of, the Chargor. The Chargor acknowledges and agrees that the Loan may be sold, transferred assigned or syndicated without further notice to, or the consent of, the Chargor.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE 11. CHARGEE

The Chargor covenants and agrees with the Chargee to pay all property tax, public utilities rates, charges, condominium common expenses, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing except as otherwise disclosed to and agreed upon by the Chargee, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitles the Chargee at its sole and absolute discretion to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole and absolute discretion, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrances now or hereafter existing or to arise or to be claimed upon the charged Property and the amount so paid together with all costs associated therewith shall be a charge on the Property and shall bear interest at 18% percent per annum, calculated and compounded monthly and shall be payable forthwith by the Chargor to the Chargee, and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the sole and absolute discretion of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event the Chargee satisfies any such charge or claim, it shall be entitled to all equities and securities of the person(s) so satisfied and it may retain any discharge, cessation of charge or assignment of charge unregistered until paid.

12. COMPOUND INTEREST

It is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate set out in the Charge and will continue to accrue for so long as there is default in payment

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13. FEES AND COSTS

I. ADMINISTRATION FEES

The Chargor agrees to pay to the Chargee an Administration Fee of \$500 plus HST for each occurrence of the following events:

- (a) Late Payment after a demand has been made;
- (b) Cheque dishonored for any reason;
- (c) Failure to provide proof of payment of realty taxes as set out herein;
- (d) Failure to provide proof of insurance coverage at least 5 business days after a demand being made;
- (e) Cancellation or lapse of insurance coverage shall be two times the applicable Administration Fee and the Administration Fee doubles again in the event the Chargor does not provide proof of reinstatement within 1 Business day of notice by the Chargee;
- (f) Failure to notify the Chargee of registration of a lien on title to the property;
- (g) Replying to requests for and preparing each mortgage statement;
- (h) Default under any other mortgage, charge or encumbrance with respect to the property secured hereby;
- (i) Each meeting required by the Charger or Chargee because of an issue that has arisen regarding the Loan secured hereby;
- (j) Each construction advance;
- (k) Each property inspection relating to a second or further mortgage advance, default, insurance matter or any other matter, at Chargee's sole discretion;

II. SERVICING FEE

In the event that the Chargee is called upon to pay any payment in order to protect its security position including but not limited to realty taxes, insurance premiums, condominium common expenses, principal interest or costs under a prior mortgage, there shall be a service charge of not less than \$500.00 for making each such payment or payments. Any service fee owing by the Chargor to the Chargee which is not paid shall be added to the mortgage indebtedness and shall bear interest at the rate herein set forth.

III. MANAGER'S FEE

In the event of default under this Charge, the Chargee or any person or entity their behalf, shall be appointed as the Chargee's manager and will charge a fee of \$300.00 per hour for its services and such fee shall be added to the mortgage indebtedness and shall bear interest at the rate herein set forth.

14. COSTS INCURRED

It is agreed that all costs and expenses of the Chargee incurred in endeavouring to collect any money overdue under this Charge, including all legal costs on a solicitor and client basis, whether legal proceedings are instituted or not, shall be added to the principal, accrue interest in accordance with the Charge, and be due and payable forthwith by the Chargor.

15. MORTGAGE STATEMENT

The Chargor shall make any requests for mortgage statements directly to the Chargee. The Chargor shall pay to the Chargee or its agent an administrative fee of \$500.00 plus H.S.T. for processing and providing each mortgage statement requested by or on behalf of the Chargor. Any request for a mortgage statement shall be made in writing, allowing the Chargee five (5) business days to respond.

16. DISCHARGE

The Chargor shall make any requests for statements for discharge purposes directly to the Chargee.

Upon the balance due date of the principal and interest secured hereunder, the Chargor shall be deemed to have requested the Chargee's solicitor to prepare the discharge documents, including the electronic registration of the discharge for this Charge, and shall pay the following fees and expenses to the Chargee's solicitor:

- (a) Chargee statement fee of \$500.00 for each statement prepared
- (b) Discharge preparation fee of \$500.00 plus H.S.T. for each discharge of charge prepared
- (c) Statutory discharge expense of \$77.31 inclusive of H.S.T. for each discharge of charge registered
- (d) PPSA discharge preparation fee of \$115.00 plus H.S.T. for each discharge prepared
- (e) PPSA discharge expense of 55.00 plus H.S.T. for each discharge filed
- (f) Bank charge expense of \$30.00 for each discharge, if applicable

The above amounts are subject to change as the corresponding expenses may increase from time-to-time and such increases shall be payable by the Chargor.



Should the Chargee's solicitor be required to communicate with, or otherwise be involved in a closing with, a third party (or their solicitor) providing the funds required to discharge this Charge, the Chargee's solicitor may charge a further fee, at an hourly rate of \$550.00 per hour, to engage in such communication and/or closing and such fee is payable by the Chargor.

17. PAYMENT TO DISCHARGE

The funds to discharge this Charge shall be payable to the Chargee or as further directed in writing by the Chargee. The Chargor herein agrees that payment to discharge this Charge must be by wire transfer and a wire transfer fee of \$30.00 is payable to the Chargee by the Chargor upon repayment.

18. **PARTIAL DISCHARGE – Intentionally Deleted**

19. REASONABLENESS OF FEES AND CHARGES

The Chargor acknowledges having received and had explained to it all the possible fees and charges as set forth in this Charge and additional provisions, which are in addition to principal and interest due hereunder. The Chargor acknowledges and agrees that the fees and charges are reasonable and reflect a reasonable pre-estimate of the Chargee's actual costs with respect to each of such charges and fees.

20. SALE BY CHARGOR

In the event that the Chargor directly or indirectly sells, conveys, transfers, assigns or exercises a power of appointment with respect to the Property herein described to a purchaser, transferee or assignee, or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor, or in the event of a change in the beneficial ownership of the Property herein described, the Chargee may, at the Chargee's sole option declare all of the sums secured by this Charge together with the prepayment bonus described in paragraph 3. herein to be immediately due and payable and invoke any remedies permitted by this Charge or law.

No sale or other dealings by the Chargor with the equity of redemption in the Property or any part thereof shall in any way change the liability of the Chargor for the observance, fulfilment and maintenance of all covenants, terms and provisions herein or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the moneys hereby secured.

No dealing between the Chargee and the Chargor or the owner of the equity of redemption, including extending or renewing this Charge, shall in any way affect, change or prejudice the liability of the Chargor for the observance, fulfilment and maintaining of all covenants, terms, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof or in any way alter the rights of the Chargor or any other person liable for payment of the moneys hereby secured, and the Chargor expressly waives all notice of such dealings between the Chargee with the owner of the right equity of redemption, including extending or renewing this Charge.

21. SALE ON TERMS

In the event power of sale proceedings are taken, the Chargee as vendor may sell the Property on terms and if the result is that any mortgages taken back are at a rate lower than the rate under this Charge, then the amount resulting from the rate differential shall form part of the loss incurred by the Chargee and be recoverable against the Chargor.

22. POSSESSION

Notwithstanding anything herein to the contrary, if default shall happen to be made of or in the payment of the principal amount or the interest payable thereon or any part of either thereof, as provided in this Charge, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations contained therein contrary to the true intent and meaning of this Charge, then and in every case it shall and may be lawful to and for the said Chargee to peaceably and quietly enter into, have, hold, use, occupy, possess, and enjoy the Property hereby charged free and clear and freely and clearly acquitted, exonerated and discharged of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizances, and of and from all manner of other charges or encumbrances whatsoever without the let, suit, hindrance, interruption or denial of the Chargo or any other person or persons whatsoever.

Provided that the Chargee obtains possession of the Property as provided herein, and it determines, in its sole discretion, that the Property requires work and improvements in order to market the Property, then the Chargee shall have the right, at its sole option, to complete such work on such terms as it deems advisable. The cost of completion of the servicing and work by the Chargee and its agents and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of 15% percent of the costs of the work and improvements completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law. Furthermore, for administering maintenance and security on the Property in Chargee's possession the Chargor shall be charged \$100.00 per day.

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23. ALTERATIONS

The Chargor will not make or permit to be made any structural alterations or additions to the Property or change or permit to be changed the use of the Property, other than as presented to the Chargee, without the written consent of the Chargee and he will promptly observe, perform, execute and comply with all legislation, laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority or agency concerning the Property and will at his own cost and expense make any and all improvements thereon or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time by such present or future law, rules, requirement, order, direction, ordinance or regulations.

24. CHARGEE NOT IN POSSESSION

It is agreed between the Chargor and the Chargee that the Chargee in exercising any of the rights given to the Chargee under the Charge shall be deemed not to be a Chargee in possession.

25. APPOINTMENT OF RECEIVER

Notwithstanding anything herein contain it is declared and agreed that at any time and from time to time when there shall be default under the provisions of this Charge the Chargee may at such time and from time to time and without entry into possession of the Property or any part thereof by writing under its hand appoint a receiver (which term shall include a receiver and manager) of the Property or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his, her or its stead and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor.

Upon the appointment of any such receiver of receivers from time to time the following provisions shall apply:

- (a) That the statutory declaration by any officer of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;
- (b) That every such receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect of the Property or any part thereof whether in respect of any tenancies created in priority to these presents or subsequent thereto;
- (c) That every such receiver may, in the discretion of the Chargee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the Chargee;
- (d) That the Chargee may from time to time by such writing fix the remuneration of every such receiver who shall be entitled to deduct the same out of the Property or the proceeds thereof;
- (e) That every such receiver shall, so far as concerns responsibility for his, her or its acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (f) That the appointment of every such receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession respect of the Property or any part thereof;
- (g) That every such receiver shall from time to time have the power to rent any portion of the Property which may become vacant for such term and subject to such provisions as such receiver may deem advisable or expedient and in so doing every such receiver shall act as the attorney of agent of the Chargor and every such receiver shall have authority to execute under seal any lease of any such portion of the Property in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the Property;
- (h) That every such receiver shall have full power to complete any unfinished construction upon the Property with the intent that the Property and the buildings thereof when so completed shall be a completed structure as represented by the Chargor to the Chargee for the purpose of obtaining the Loan secured by the Charge;
- (i) That any such receiver shall have full power to carry on or, concur in the carrying on of the business of the Chargor, and to employ and discharge such agents, workmen, accountants and other individuals or companies as are required to carry on the said business, upon such terms and with such salaries, wages or remuneration as such receiver shall think proper, and to repair and keep in repair the Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Property;
- (j) That any such receiver shall have the power to sell or lease or concur in selling or leasing any or all of the Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either as public auction or private sale as to him may seem best and such sale may be made from time to time as to the whole or any part or parts of the Property; and any such receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which such receiver shall deem proper;

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- (k) That any such receiver shall have the power to borrow money to carry on the business of the Chargor or to maintain the whole or any part of the Property, in such amounts as the receiver may from time to time deem necessary and in so doing the receiver may issue certificates that may be payable when the receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Property in priority to this charge;
- That any such receiver shall have the power to execute and prosecute all suits, proceedings and (I) actions which the receiver in his, her or its option considers necessary for the proper protection of the Property, to defend all suits, proceedings and actions against the Chargor and the receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending on thereafter instituted and to appeal any suit, proceeding or action;
- That any such receiver shall have the full power to manage, operate, amend, repair, alter, or extend (m) the Property, or any part thereof, in the name of the Chargor for the purpose of securing the payment of rental from the Property or any part thereof; and
- That any such receiver or trustee shall not be liable to the Chargor to account for monies or damages (n) other than cash received by him or it in respect to the Property or any part thereof and out of such cash so received every such receiver shall pay in the following order:
 - (1) his remuneration;
 - (2)all payments made or incurred by him in connection with management, operation, amendment, repair, alteration or extension of the Property or any part thereof;
 - (3) in payment of interest, principal and other money which may from time to time be or become charged upon the charged Property in priority to monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by him in respect to the Property or any part thereof;
 - (4) in payment of all interest and arrears of interest and any other monies remaining unpaid hereunder;
 - the residue of any money so received by him shall be applied on the principal sum or any other (5) amounts from time to time owing under this Charge;
 - it is acknowledged that in the event of default, the Chargee or its agent, shall be entitled to (6) receive a fee for the management of the Property.

The Chargor hereby irrevocably appoints the Chargee, his attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitor so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the receiver or trustee and/or with respect to the charged Property in the same manner as if such documentation was duly executed by the Chargor himself.

ADDITIONAL REMEDIES 26.

The rights, powers, and remedies conferred herein are supplementary to and not in substitution for any of the powers which the Chargee may have or be entitled to at law or otherwise. Any one or more remedies may from time to time be exercised independently of or in combination with any of the others, and the remedies include, but are not limited to, the Chargee's right to commence court proceedings to foreclose the Chargor's right, title and equity of redemption to the Property and the Chargee's right to ask the court to order the sale of the Property under the court's supervision.

SUBSEQUENT ENCUMBRANCES 27.

The Chargor covenants and agrees that it will not encumber the Property or permit the registration of any mortgage or charges ranking subsequent in priority to the within Charge without the prior written consent of the Chargee, which consent will not be unreasonably withheld.

SEVERABILITY OF ANY INVALID PROVISIONS 28

If in the event that any covenant, term or provision contained in this Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions and terms shall continue in full force and effect. All covenants, provisions and terms hereof are declared to be separate and distinct covenants, provisions or terms as the case may be.

29. FARM DEBT MEDIATION ACT

Provided further that the Chargor represents and warrants that he is not a "Farmer" as defined in the Farm Debt Mediation Act and the Chargor further covenants and agrees that during the currency of the within Charge he will not engage in any activity which would have the effect of deeming him a Farmer within the meaning of the Farm Debt Mediation Act. In the event that the Chargor fails to comply with the within provision, the within Charge shall, at the Chargee's option, immediately become due and payable in full, together with the prepayment bonus set out herein. 12249004-00615757.DOC:

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30. NO DEEMED REINVESTMENT

Notwithstanding the reference herein to the interest rate on a per annum basis and notwithstanding any other provision herein contained, the parties hereto acknowledge that it is their intention that the interest rate shall at all times be payable and calculated monthly at a rate per month equal to 1/12th of the yearly rate as hereinbefore referred to and the Chargee shall not be deemed to have reinvested any monthly or other payments received by it hereunder.

31. NON-PAYMENT OF PRINCIPAL -

The Chargor covenants with the Chargee that in the event of non-payment of the principal monies at the time or times provided herein, it shall not require the Chargee to accept payment of the principal monies without paying a bonus equal to three (3) months' interest on the principal monies.

Notwithstanding the foregoing, in the event that the Chargor fails to repay the principal and interest outstanding on the balance due date (or extended balance due date if the original balance due date is extended) and fails to accept a renewal offer, if any, tendered by the Chargee for any reason not attributable to the Chargee by the balance due date, then the Chargee may at its sole option, renew this Charge for an additional one year from the balance due date, at an interest rate equal to the interest rate set out herein, irrespective of whether the Loan is in default or if the Chargee has taken any enforcement proceedings. For greater certainty, the Chargee shall not be obligated to offer any renewal and all other terms and covenants under this Charge shall continue to apply. In the event the Chargee exercises its option to renew the Charge, a renewal fee equal to one and one half percent (1.50%) of the outstanding balance plus reasonable legal fees, disbursements and H.S.T. (hereinafter "Renewal Fee") will be deemed to be fully earned and shall be due and payable on the first day of the month immediately following the balance due date together with the monthly payment due under the Charge and the Chargee is hereby authorized to obtain such payment by PAD. In the event the Renewal Fee is not paid it will be added to the Mortgage with interest accruing thereon at the interest rate contained in this Charge. In the event that the Chargee exercises its option to renew this Charge, the Chargor hereby appoints the Chargee or its agent, as its attorney to execute a form of disclosure indicating the "True Cost of Borrowing".

32. NON-PAYMENT OF PRINCIPAL (DEFAULT)

The Chargor agrees that should this Charge not be discharged on the maturity date or if the Chargor fails to renew/extend this Charge on or before the maturity date together with the applicable renewal/extension fees or if the Chargees commence an action due under any default of the Charge, that the Chargee, in addition to all the remedies available under the Charge, at their option shall be entitled to charge an additional amount equal to the payment of three months interest from the Chargor on the principal then outstanding.

33. INDEMNIFICATION OF CHARGEE

In the event the Chargee shall, without fault on its part, be made a party to any litigation commenced by or against the Chargor, the Chargor shall protect and hold the Chargee harmless therefrom and shall pay all costs, expenses and solicitors fees on a solicitor and his own client basis. Such costs shall be a charge on the Property and may be added to the loan secured hereby.

34. COVENANT TO PAY BROKERAGE FEES

The Chargor acknowledges that the loan hereby secured was arranged by one or more mortgage brokers. Part of the consideration received by the Chargee in agreeing to advance the funds secured hereby is the payment of the Mortgage Brokerage fees stipulated in the Cost of Borrowing Disclosure Form as required under the *Mortgage Brokers, Lenders and Administrators Act*, R.S.O., 2006, as amended or replaced. Upon registration of this Charge, and where the Chargor is unable or unwilling to receive the monies secured hereby, the Chargor shall not be entitled to a discharge of this Charge until the Mortgage Brokerage fees are paid in full.

35. PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge, including any renewal or extension thereof, the Chargor and/or any guarantor covenant to pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to this Charge or any other security documents and agreements given by the Chargor to the Chargee in connection with the loan hereunder and the failure to pay such amount when due will constitute, at the sole discretion of the Chargee, an event of default hereunder. The Chargor acknowledges that superpriority claims are not permitted encumbrances under the Charge.

36. HEADINGS

The headings herein are not to be considered part of this Charge and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents of the paragraphs to which they relate.



37. SERVICE OF THE NOTICE OF INTENTION TO ENFORCE SECURITY

In the event it is necessary for the Chargee to deliver a Notice of Intention to Enforce Security on the Chargor, said Notice of Intention to Enforce Security may be served on the Chargor by regular mail at the address provided in the Charge and/or email to the Chargor's attention at the last known email address provided by the Chargor.

38. ELECTRONIC REGISTRATION

The Chargor hereby authorizes and directs the Chargee, by their solicitor, to register this Charge electronically.

39. CROSS DEFAULT

The occurrence of an event of default under the provisions of this Charge, under any security document referred to in the commitment letter dated **May 25, 2021**, as thereinafter amended from time to time (collectively the **"Commitment"**) issued by the Chargee in respect to this Charge or pursuant to any other charge or security document between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, shall be deemed to be an event of default under all such security documents and shall entitle the Chargee to pursue its remedies under any or all of the aforesaid security documents.

40. NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds secured hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of an inconsistency between the terms of the Charge and the terms of the Commitment, the Commitment shall prevail.

41. ENVIRONMENTAL

The Chargor represents and warrants that:

- (a) it has not caused or permitted, and to the best of its knowledge, information and belief, no other person has caused or permitted, any Hazardous Substance to be manufactured, refined, traded, transported or transformed to or from, handled, produced, processed, placed, stored, located or disposed of on, under or at the Property;
- (b) it has no knowledge that any owner or occupier of any abutting or neighbouring properties has done any one or more of the matters or things prohibited by subparagraph (a) hereof;
- (c) to the best of its knowledge and belief, it and its tenants, invitees and other occupiers of the Property have and will at all times carry out, and to the best of its knowledge, information and belief, all prior owners and occupiers of the Property have at all times carried out, all business and other activities upon the Property in compliance with all applicable laws intended to protect the environment including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Substance;
- (d) to the best of its knowledge and belief, no order, direction, enforcement action or other governmental or regulatory action or notice, nor any action, suit or proceeding relating to a Hazardous Substance or the environment has been issued or is otherwise threatened or pending with respect to the Property;
- (e) all of the representations and warranties set out herein shall remain true and accurate in all respects until all amounts secured hereunder are paid in full; and
- (f) the Chargee may delay or refuse to make any advance to the Chargor if the Chargee believes that any of the representations and warranties set out herein were not true and accurate when made or at any time thereafter.

The Chargor shall permit the Chargee to conduct, at the Chargor's expense, any and all tests, inspections, appraisals and environmental audits of the Property so as to determine and ensure compliance with the provisions of the Charge including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Property or the businesses and other activities conducted thereon at any time and from time to time.

The Chargor agrees to indemnify and save harmless the Chargee and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, costs and expenses of any and every nature and kind whatsoever which at any time or from time to time may be paid or incurred by or asserted against any of them as a direct or indirect result of:

- (a) a breach of any of the representations, warranties or covenants hereinbefore set out;
- (b) the presence of any Hazardous Substance in, on or under the Property; or
- (c) the discharge, emission, spill or disposal of any Hazardous Substance from the Property into or upon any property, the atmosphere, any watercourse, body of water or wetland;



and such losses, damages, costs and expenses include, without limitation:

- (d) the costs of defending, counterclaiming or claiming over against one or more third parties in respect of any action or matter; and
- (e) any settlement of any action or proceeding entered into by the Chargee with the consent of the Chargor (which consent shall not be unreasonably withheld);

and the provisions of all representations, warranties, covenants and indemnifications set out herein shall survive the release and discharge of this Charge and any other security held by the Chargee and repayment and satisfaction of the loan secured by this Charge. The provisions of this indemnity shall enure to the benefit of the Chargee and its successors and assigns including, without limitation, any assignees of this Charge.

For the purposes of this Charge, "Hazardous Substance" means any hazardous waste or substance, pollutant, contaminant, waste or other substance, whether solid, liquid or gaseous in form, which when released into the natural environment may immediately or in the future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing:

- (a) any such substance as defined or designated under any applicable laws and regulations for the protection of the environment or any living thing;
- (b) asbestos, urea formaldehyde, poly-chlorinated biphenyl (PCB) and materials manufactured with or containing the same; and
- (c) radioactive and toxic substances.

42. BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge or available at law.

43. CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

44. BANKRUPTCY AND INSOLVENCY

The Chargor waives and releases any right that it may have to receive from the Chargee notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**Act**"). This waiver and release shall not be deemed or interpreted to be a prior consent to earlier enforcement of a security within the meaning of the Act.

The Chargor acknowledges and agrees that:

- (a) notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Property as agent on behalf of the Chargor or otherwise and notwithstanding the Chargee taking possession of the Property itself pursuant to any rights that the Chargee may have with respect thereto, such possession shall not constitute the Chargee or any such person a receiver within the meaning of the Act, and that any and all requirements of Part XI of the Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or enforcement of this Charge or any other security held by the Chargee;
- (b) no action shall lie against the Chargee as receiver and manager or otherwise for any loss or damage arising from non-compliance with any obligations of a receiver pursuant to the provisions of the Act, whether or not the Chargee had reasonable grounds to believe that the Chargor was not insolvent; and
- (c) any and all costs or expenses as may be incurred from time to time by the Chargee in order to effect compliance with or avoid any adverse ramifications of the Act shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs or expenses, including any costs of its personnel in administering any requirements of the Act and to add the same to the indebtedness owing and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

45. **INDEPENDENT LEGAL REPRESENTATION**

The Chargor, and Guarantor if applicable (collectively the "**Party**"), hereto acknowledge that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Party agrees to provide to the Chargee a Certificate of Independent Legal Representation as and when the same may be required, regarding their knowledge and understanding of this transaction.

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46. SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Property and owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

The Charger covenants and agrees to execute and deliver to the Chargee, on demand, a security interest in all chattels, furnishings, equipment, appliances and all other personal Property owned now or in the future by the Charger and situate in or about the herein described Property. The form and content of such security interest shall be acceptable to the Chargee. The Charger agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of the security interest and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charged hereunder, shall be added to the principal sum secured by the Charge if not paid by the Chargor.

47. INSURANCE

The Chargor will at all times during the term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) All risks of direct physical loss or damage, including, without limitations, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada Charge clause; the policy should allow for the improvements on the Property to be completed (if applicable), for partial occupancy, and for the Property to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Property, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association Charge clauses;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of rent or loss of business income from the business conducted on the Property for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death, Property damage for loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the Principal Amount, the Chargor will provide to the Chargee or its solicitors, original or certified copies of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified Property insurance consultant at the expense of the Chargor to ensure that the insurance requirements of the Commitment Letter are satisfied;
- (g) During such time or times as there is construction of any building or other improvements on the Property, the Chargor will maintain builder's all-risk builder's insurance with stated amount clause for the improvements for full insurable value; and
- (h) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. 200033:

Although the Chargee reserves the right to insist that all policies be on a "no co-insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provided that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of Charge clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Charger will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverage. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.



If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus the servicing fee and bearing interest as set out in paragraph 7 hereof.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, reinstating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

In the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions, such default will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder, including the acceleration of the principal without further notice to the Chargor.

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the servicing fee for arranging the necessary insurance coverage.

48. ASSIGNMENT OF LEASES

The Chargor hereby gives, grants, assigns, transfers and sets over unto the Chargee all leases and/or agreements, whether written, verbal or otherwise howsoever made including all renewals or extensions thereof, together with all rents and other moneys payable thereunder and all rights, benefits and advantages to be derived therefrom as may affect the Property or any part thereof; provided that nothing in pursuance hereof shall have or be deemed to have the effect of making the Chargee a chargee in possession or responsible for the collection of rent, or any part thereof, or any income or revenue whatsoever of and from the Property, or for the performance or observance of any covenants, terms or conditions contained in such lease or other agreement; provided further, that no future leases or renewals or amendments of leases may be given by the Chargor without the prior written consent of the Chargee (not to be unreasonably withheld) and notwithstanding anything herein contained, no lease of the Property or any part thereof made by the Chargor without the prior written consent of the Chargee shall have priority over the Charge and also that forthwith after making any lease of the Property or any part thereof the Chargor will (if requested) execute and deliver to the Chargee an assignment in the Chargee's usual form of all rents payable under such lease, the benefits of all covenants, agreements and provisions therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Chargee all such notices and other documents as may be required in order to render such assignment effectual in law.

Notwithstanding that the Chargee may forthwith collect any and all rent upon completion of the mortgage transaction, the Chargee will allow the Charger to collect said rent. At any time, the Chargee may withdraw its permission to the Charger to collect rent by delivering to any tenant a direction to pay all further rent to the Chargee or as the Chargee may direct.

The Chargor covenants and agrees that no rent has been or will be paid by any person in possession of any portion of the Property in advance, and that no portion of any future rent will be allowed to accrue or be waived, released, reduced, discounted or otherwise discharged or compromised by the Chargor.

The Chargor further covenants and agrees that it shall not perform any act or do anything or omit to do anything which will cause the default of any lease unless consented to by the Chargee in writing.

49. GENERAL SECURITY AGREEMENT

Provided that it is understood and agreed by the Chargor and the Chargee that a General Security Agreement and Assignment of Rents (the "Security Documents") are given as additional security to this charge and both the Charge and the Security Documents are securing the same principal amount, bearing the same terms of repayment and the same rate of interest as the herein Charge. The Charge and the Security Documents shall constitute one security for the benefit of the Chargee and payment on account of one shall constitute payment pro tanto on account of the other and that default under either the Charge or Security Documents shall constitute default under both and upon repayment of the herein Charge, the Chargee shall forthwith deliver to the Chargor the executed discharge of the Charge in registerable form at the Chargor's expense and a re-assignment of the Security Documents.

It is agreed that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Security Documents and that the Chargee shall not be required to take proceedings under the Security Documents before proceeding under this Charge and, conversely, no proceedings under this Charge shall in any way affect the rights of the Chargee under the Security Documents, and the Chargee shall not be required to take proceedings under such Charge before proceeding under the Security Documents.

The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act, 12249004-00615757.DOC:

Page 12 of 13

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Ontario and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.

50. **CONDOMINIUM CLAUSE – Intentionally Deleted**

51. AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other security agreement provided to the Chargee, including any renewals hereof for extension of the time for payment of the indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, renewal hereof of extension of the time for payment of any indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargee.

52. BLANKET MORTGAGE CLAUSE

The Chargor hereby acknowledges and agrees that the principal sum secured herein shall be secured by all of the lands and premises described under Properties in the Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof, each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to individually as a "**Parcel**" and all of such lands shall be collectively referred to as the "**Parcels**".

AND THAT:

- Each Parcel shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (b) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any Parcel except as set out in the Commitment;
- (c) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;
- (d) Any and all remedies pursued by the Chargee against any one of the Parcels shall not release, diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

53. **REPORTING COVENANTS**

The Chargor covenants and agrees with the Chargee, during the term of this Charge, to provide the Chargee with:

- (a) on the 1st day of each and every month following the interest adjustment date, evidence of the current amount of development charges and building permit fees (collectively the "DCs") held by the City of Toronto in respect of the Property and whether any of the DCs have been refunded;
- (b) written notice forthwith upon the City of Toronto refunding any or all of the DCs on account of the Property; and
- (c) such other financial and operating statements and reports as and when the Chargee may reasonably require.

This is Exhibit "L" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

– 12 –

-DocuSigned by: Monica Falicim

Commissioner joi Laning Approxits (or as may be)

MONICA FAHEIM

LRO # 80 Charge/Mortgage

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Propertie	s	
PIN	06179 - 0141 LT Interest/Estate Fee Simple	Redescription
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 AS 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 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 IN FAVOUR OF PART OF LOT	
Address	1256 MARKHAM ROAD TORONTO	

Chargor(s)

Address for Service

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name

TRINITY RAVINE COMMUNITY INC. 1250 Markham Road Toronto, ON M1H 2Y9

I, Kern Kalideen, Chief Executive Officer, and I, Jeremy Anderson, Secretary, have the authority to bind the corporation. This document is not authorized under Power of Attorney by this party.

Chargee(s)			Capacity	Share
Name	NAHID CORP.			
Address for Service	Unit 2-31 Scarsdale Road, Toronto, Ontario M3B 2R2 Attention: Arjang Zandia			
Provisions				
Principal	\$4,700,000.00	Currency	CDN	
Calculation Period	monthly, not in advance			
Balance Due Date	March 31, 2022			
nterest Rate	1.50%			
Payments				
nterest Adjustment Dat	e			
Payment Date	March 31, 2022			
First Payment Date				
ast Payment Date				
Standard Charge Terms	200033			
nsurance Amount	Full insurable value			
Guarantor				

Additional Provisions

This Charge/Mortgage is given as collateral security to a promissory note made between the Chargor, as borrower, and the Chargee, as lender dated October 19, 2021 (the "Promissory Note"). In the event of any inconsistency between the terms of this Charge and the terms of the Promissory Note, the Promissory Note shall prevail.

Principal and accrued monthly interest, secured hereunder, shall become due and payable on March 31, 2022, subject to the terms and conditions of the Promissory Note.

Signed By				
Maria Tari-Sferrazza	7501 Keele Street, Ste. 200 Concord L4K 1Y2	acting for Chargor(s)	Signed	2021 10 19
T-1 005 700 0000				

Tel 905-760-2600

Fax 905-760-2900

I have the authority to sign and register the document on behalf of the Chargor(s).

LRO # 80 Charge/Mortgage

yyyy mm dd Page 2 of 2

The applicant(s) hereby applies to the Land Registrar.

Sub	mitted By		
BRATTYS LLP		7501 Keele Street, Ste. 200 Concord L4K 1Y2	2021 10 1
Tel	905-760-2600		
Fax	905-760-2900		
Fees	s/Taxes/Payment		
Statuto	ry Registration Fee	\$65.30	
	aid	\$65.30	

File Number

Chargor Client File Number :

263803.1 (RJB)

870

This is Exhibit "M" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22^{nd} day of February, 2022

– 13 –

-DocuSigned by: Monica Fahrim

Commissioner Jor 1 aking Ajjiaavus (or as may be)

MONICA FAHEIM

ServiceOntario	
Main Menu New Enquiry	872
Enquiry Result	
File Currency: 1	3FEB 2022
	Show All Pages
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Type of Search	Business Debt	or									
Search Conducted On	TRINITY RAVIN	NE COMMUN	ITY INC.								
File Currency	13FEB 2022										
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status		
	634699593	1	3	1	21	26APR	2025				
FORM 1C FINANCING	STATEMEN	T / CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Registr	ation Nur	nber	Registered Under	Registration Period	
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Deb	Business Debtor Name Ontario Corporation Number									
	THE SCARBORO GOSPEL TEMPLE										
	Address						City		Province	Postal Code	
	3638 LAWREN	3638 LAWRENCE AVENUE EAST SCARBOROUGH					ROUGH	ONT	M1G1P6		
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
Business Debtor	Business Deb	otor Name							Ontario Corporation Number		
	SCARBORO GOSPEL TEMPLE										
	Address						City		Province	Postal Code	
	3638 LAWREN	CE AVENUE	EAST				SCARBO	ROUGH	ONT	M1G1P6	
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Secured Party	Secured Party	-									
	ROYAL BANK	OF CANADA	1								
	Address						City		Province	Postal Code	
	180 WELLING	TON STREE	T WEST, 3R	D FLOOR			TORONT	0	ONT	M5J1J1	
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Registering Agent	Registering Agent			
	OWENS, WRIGHT LLP			
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	20 HOLLY ST., SUITE 300	TORONTO	ONT	M4S3B1

Type of Search	Business Debtor	-								074
Search Conducted On	TRINITY RAVINE	COMMUNI	TY INC.							874
File Currency	13FEB 2022									
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	32 CLOVER	STREET					MARKHAI	M		ON	Code L6E1L6
Assignor Name	Assignor Na	ime									
Secured Party	Secured par	ty, lien cla	aimant, assi	gnee							
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	OWENS, WR										

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Assignor Name	Assignor Na	ame									
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Registering Agent	Registering OWENS, WR		Secured Par	ty/ Lien Claimant							

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Reference Debtor/	First Given	Name			Initial		Surname	Э			
Transferor	KERN				Μ		KALIDEE	N			
	Business D	ebtor Nam	e								
Other Change	Other Chan	ge									
Reason / Description	Reason / De	escription									
Debtor/ Transferee	Date of Birt	h	First Giver	n Name			Initial		Surname	•	
	Business D	ebtor Nam	e							Ontario Corporat Number	ion
	Address						City			Province	
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Assignor Name	Assignor Na	ame									
Secured Party	Secured par	rty, lien cla	iimant, assi	gnee							
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	Address						City			Province	Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	t Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
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Motor Vehicle	Year	Make				Mode	el			V.I.N.	
Description											
General Collateral Description	General Col	llateral Des	scription								
Registering Agent	Registering	Agent or 9	Secured Per	ty/ Lien Claimant							
Registering Agent	OWENS, WR		Jecureu Fdf								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON 886	M4S3B1

Type of Search Search Conducted	Business Del TRINITY RAV		JNITY INC.							887	
On	40550.0000										
File Currency	13FEB 2022 File	Family	of	Page		of Pa	200				
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Reference Debtor/	First Given	Name			Initial		Surname	•			
Transferor	THOMAS				L		LODU				
	Business D	ebtor Nam	е								
Other Change	Other Chan	ge									
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Reason / Description	Baasan / Da	oorintion									
Reason / Description	Reason / De	scription									
Debtor/ Transferee	Date of Birt	h	First Giver	n Name			Initial		Surname	•	
	Business D	ebtor Nam	e							Ontario Corporat Number	ion
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	Address						City			Province	Postal Code
Assignor Name	Assignor Na	ame									
Secured Party	Secured par	rty, lien cla	imant, assi	gnee							
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	Address						City			Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	t Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
Motor Vehicle	Voor	Maka				Mode				V.I.N.	
Description	Year	Make				WOOd	91			V.I.N.	
		1									
General Collateral Description	General Col	llateral Des	scription								
Registering Agent	Registering	Agent or S	Secured Par	ty/ Lien Claimant							
	OWENS, WR			-							

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON 888	M4S3B1

Type of Search	Business Del	btor								000	
Search Conducted On	TRINITY RAV	INE COMMU	JNITY INC.							889	
File Currency	13FEB 2022										
	File Number	Family	of Families	Page		of Pa	ges				
	634699593	1	3	10		21					
FORM 2C FINANCIN	IG CHANGE	STATEM	ENT / CHA	NGE STATEMEN	Т						
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Reference Debtor/	First Given	Name			Initial		Surname	Э			
Transferor											
	Business De										
Other Change	Other Chan	ge									
Reason / Description	Reason / De	scription									
Debtor/ Transferee	Date of Birth	h	First Giver	n Name			Initial		Surname	ł	
	Business De	ebtor Nam	e							Ontario Corporat Number	ion
	A .1.1						0.1			Province	Destal
	Address						City			Province	Code
Assignor Name	Assignor Na	ime									
Secured Derty	Secured per	the line of	imont cool								
Secured Party	Secured par	ty, nen cia	innani, assi	gnee							
	Address						City			Province	Postal Code
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Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Mode) 			V.I.N.	
General Collateral Description	General Col	lateral Des	scription								
Registering Agent	Registering OWENS, WR		Secured Par	ty/ Lien Claimant							

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON 890	M4S3B1

Type of Search	Business Del	btor								004	
Search Conducted On	TRINITY RAV	TRINITY RAVINE COMMUNITY INC. 891									
File Currency	13FEB 2022										
	File Number	Family	of Families	Page		of Pa	ges				
	634699593	1	3	11		21					
FORM 2C FINANCIN	IG CHANGE	STATEM	ENT / CHA	NGE STATEMEN	Т						
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Record Referenced	File Number	r	Page Amended	No Specific Page Amended	Chang	ge Re	quired		Renewal Years	Correct F	Period
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Reference Debtor/	First Given	Name			Initial		Surname	9			
Transferor								-			
	Business De	ebtor Nam	е								
	THE SCARBO	ORO GOSP	EL TEMPLE								
Other Change	Other Chan	ge									
Reason / Description	Reason / De	scription									
Debtor/ Transferee	Date of Birth	h	First Civer	Neme			Initial		C		
Deptor/Transferee	Date of Birth	n	First Giver	1 Name			Initial		Surname		
	Business De		Corpora					Ontario Corporat Number	ation		
	Address						City			Province	Postal
											Code
A 1 NI	A 1										
Assignor Name	Assignor Na	ime									
Secured Party	Secured par	ty lion cla	imant acci	anoo							
Secured Farty	Secureu par	ty, nen cia	innant, assi	gliee							
	Address						City			Province	Postal
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Collateral Classification	Consumer Goods	Inventory	Equipment	t Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
Motor Vehicle	Year Make Model									V.I.N.	
Description	Tour	marco			woder				•		
	1										
General Collateral	General Collateral Description										
Description			-								
Registering Agent		-		ty/ Lien Claimant							
	CANADIAN S	ECURITIES	REGISTRAT	ION SYSTEMS							

l l	Address	City	Province	Postal Code
4	126 NORLAND AVENUE	BURNABY	BC 892	V5G 3S8

Type of Search	Business Deb	otor								000	
Search Conducted On	TRINITY RAV	INE COMMU	JNITY INC.							893	
File Currency	13FEB 2022										
	File Number	Family	of Page Families			of Pa	ges				
		1	3	12		21					
FORM 2C FINANCI	NG CHANGE	STATEM	IENT / CHA	NGE STATEMEN	Т						
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Reference Debtor/ Transferor	First Given	Name			Initial		Surname)			
	Business De	btor Nam	0								
	THE SCARBO		-								
		5.10 000F									
Other Change	Other Chan	ge									
Reason / Description	AMENDMEN	T TO CHAN		'S NAME AND ADDR RKHAM ROAD, TOR		-		BAL			
Debtor/ Transferee	Date of Birth First Given Name				Initial				Surname		
	Business Debtor Name								Ontario Corporation Number		
	GLOBAL KINGDOM MINISTRIES INC.										
	Address					City				Province	Code
	1250 MARKH						TURUNT	0		ON	M1H 2Y
Assignor Name	Assignor Na	me									
Secured Party	Secured party, lien claimant, assignee										
	Address						City			Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Inclue	r Vehicle ded	Amount		Maturity or	No Fixed Maturit Date
Motor Vehicle Description	Year	Make				Mode	•			V.I.N.	
General Collateral Description	General Collateral Description										
Registering Agent		-		ty/ Lien Claimant							

l l	Address	City	Province	Postal Code
4	126 NORLAND AVENUE	BURNABY	BC 894	V5G 3S8

Type of Search	Business Del	btor								005	
Search Conducted On	TRINITY RAV	INE COMM	JNITY INC.							895	
File Currency	13FEB 2022										
	File Number	Family	of Families	Page		of Pa	ges				
	634699593	1	3	13		21					
FORM 2C FINANCI	NG CHANGE	STATEN	IENT / CHA	NGE STATEMEN	Т						
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	00100000			~	D IL				0		
Reference Debtor/	First Given	Name			Initial		Surname	9			
Transferor											
	Business D	ebtor Nam	е				-				
	GLOBAL KIN	GDOM MINI	STRIES INC.								
Other Change	Other Chan	ge									
Reason / Description	Reason / De	escription									
Debtor/ Transferee	Date of Birt	h	First Giver	Name			Initial		Surname	1	
	Business D	ebtor Nam	e							Ontario Corporation	
	Number										
	Address						City			Province	Postal
											Code
Assignor Name	Assignor Na	ame									
0											
Secured Party	Secured par	rty, lien cla	limant, assi	gnee							
	Address						City			Province	Postal
	Address						Oity			riovince	Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make				Mode	9l			V.I.N.	
Dooonption											
General Collateral	General Col	lateral Des	scription								
Description			5511011								
Registering Agent	Registering	Agent or S	Secured Par	ty/ Lien Claimant							
		-		ION SYSTEMS							

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC 896	V5G 3S8

Type of Search	Business De	btor								007		
Search Conducted On	TRINITY RAV	INE COMM	UNITY INC.							897		
File Currency	13FEB 2022											
	File Number	Family	of Families	Page		of Pa	ges					
	634699593	1	3	14		21						
FORM 2C FINANCI	NG CHANGE	E STATEN	IENT / CHA	NGE STATEMEN	Т							
	Caution Filing	Page of	Total Pages	Motor Vehicle Sc Attached	hedule					Register	ed Unde	
		01	001			20210	316 1936	1531 978	36			
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Reference Debtor/ Transferor	First Given	Name			Initial		Surname)				
	Business D				1							
			STRIES INC.									
Other Change	Other Chan	ge										
Reason / Descriptio	n Reason / De	scription										
200010101		Reason / Description CHANGE DEBTOR'S NAME FROM GLOBAL KINGDOM MINISTRIES INC. TO TRINITY										
	RAVINE COM	IMUNITY IN	C.									
Debtor/ Transferee	Date of Birt	Date of Birth First Given Name					Initial		Surname	Surname		
	Co									Ontario Corporat Number	Corporation	
	TRINITY RAV	TRINITY RAVINE COMMUNITY INC.										
	Address						City			Province	Postal Code	
	1250 MARKH	IAM ROAD					TORONT	0		ON	M1H 2Y	
Assignor Name	Assignor Na	ame										
Secured Party	Secured party, lien claimant, assignee											
	Address				City			Province	Postal			
											Code	
										1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed Maturit Date	
Motor Vehicle	Year	Year Make Model								V.I.N.		
Description					modor							
General Collateral	General Col	General Collateral Description										
Description												
Registering Agent		-		ty/ Lien Claimant								
	CANADIAN S	ECURITIES	REGISTRAT	ION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC 898	V5G 3S8

Type of Search	Business Del	otor								000		
Search Conducted On	TRINITY RAV	INE COMM	UNITY INC.							899		
File Currency	13FEB 2022											
	File Number	Family	of Page Families			of Pages						
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FORM 2C FINANCI	NG CHANGE		IENT / CHA	NGE STATEMEN	Т							
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Reference Debtor/	First Givon	ven Name Initial Surname										
Transferor	T list Given	First Given Name Initial Surname										
	Business De	Business Debtor Name										
	TRINITY RAV	TRINITY RAVINE COMMUNITY INC.										
Other Change	Other Chan	ge										
Reason / Descriptio		Reason / Description TO ADD AN ADDITIONAL DEBTOR										
	TO ADD AN A											
Debtor/ Transferee	Date of Birth	า	First Giver	Name			Initial		Surname)		
	Business De	Business Debtor Name								Ontario Corporation Number		
	GLOBAL KIN											
	Address						City			Province		
	1250 MARKHAM ROAD						SCARBO	ROUGH		ON	Code M1H2Y	
							SCARDO	000011				
Assignor Name	Assignor Na	ime										
Secured Party	Secured par	ty, lien cla	imant, assi	gnee								
,			, ,	5								
	Address						City			Province		
											Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor	r Vehicle ded	Amount		Maturity or	No Fixeo Maturi Date	
											Date	
								1				
Motor Vehicle	Year	Make				Mode				V.I.N.		
Description												
General Collateral	General Col	lateral Des	scription									
Description												
Registering Agent	Pagistoring	Agenter	Secured Ber	ty/ Lion Claimant								
Action and the second s	AIRD & BERL		Jecureu Far	ty/ Lien Claimant								

	Address	City	Province	Postal Code
	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON 900	M5J2T9

Type of Search	Business Del	otor										
Search Conducted	TRINITY RAV	INE COMMU	JNITY INC.							901		
On File Currency	13FEB 2022											
File Currency	File	Family	of	Page		of Pa	0.05					
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	634699593	1	3	16		21						
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		001	2			20210	827 0952	1793 056	62			
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Record Referenced	File Number	·	Page Amended	No Specific Page Amended	Chang	Years			Correct F	Period		
	634699593				A AM	NDMN	Т					
Reference Debtor/ Transferor	First Given Name Initial Surname											
	Business Debtor Name											
	TRINITY RAVINE COMMUNITY INC.											
			JINITT INC.									
Other Change	Other Chan	ge										
Descend Descend 4	Dec. (F											
Reason / Description		Reason / Description AMENDED TO (1) AMEND AND RESTATE THE COLLATERAL										
		CLASSIFICATION, (2) INCLUDE A GENERAL COLLATERAL										
				OM MINISTRIES CH								
	AND (3) TO P		ODAL MINGL			INC. A	5 A					
Debtor/ Transferee	Date of Birtl	า	First Giver	Name			Initial		Surname	ł		
	Business Debtor Name Ontario Corporation Number										ion	
	Address	ress City				City			Province	Postal Code		
Assignor Name	Assignor Na	me										
Secured Party	Secured par	ty, lien cla	imant, assi	gnee								
	Address						City			Province	Postal	
											Code	
										I		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Moto Inclu	r Vehicle ded	Amount		Maturity or	No Fixed	
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				Х	Х							
								· · · · · ·		1	·	
Motor Vehicle	Year	Make				Mode	el			V.I.N.		
Description												
General Collateral	General Col	latoral Doc	cription									
Description				L BANK OF CANADA	<u> </u>							
					-							
Registering Agent	Registering	-	Secured Par	ty/ Lien Claimant								

	Address	City	Province	Postal Code
	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON 902	M5J2T9

Type of Search Search Conducted		iness Debtor 903									
On			JINIT TINC.								
File Currency	13FEB 2022										
	File Number	Family	of Families	Page		of Pa	ges				
	634699593	1	3	17		21					
FORM 2C FINANCIN			-		Т						
	Caution Filing	Page of	Total Pages	Motor Vehicle Scl Attached		Regis	stration N	umber		Register	ed Under
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Record Referenced	File Number		Page	No Specific Page	Chang	ge Re	quired		Renewal	Correct F	Period
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Reference Debtor/	First Given	Name			Initial		Surname	2			
Transferor		litanio			IIIItiai		ournaine	•			
	Business De	ebtor Nam	e								
Other Change	Other Chang	ge									
Reason / Description	Reason / De	scription									
	DEBTOR										
									•		
Debtor/ Transferee	Date of Birth	า	First Giver	n Name			Initial		Surname	•	
	Business Debtor Name								Ontario Corporat Number	ion	
	Address						City			Province	Postal Code
Assignor Name	Assignor Na	ime									
Secured Party	Secured par	tv lien cla	imant assi	nnee							
occurca r arty		ty, non old	liniunt, usor	gnoo							
	Address						City			Province	Postal Code
Collateral	Consumer	Inventory	Equipment	Accounto	Othor	Moto	r Vehicle	Amount	Data of	Maturity	No
Classification	Goods	Inventory	Equipment	Accounts	Other	Inclu		Amount		Dr	Fixed Maturity Date
Motor Vehicle	Year	Make				Mode				V.I.N.	
Description	Tear	INIAKE				INICUE	71			V.I.IN.	
	1										
General Collateral Description	General Collateral Description										
Registering Agent	Registering	Agent or S	Secured Par	ty/ Lien Claimant							

Address	City	Province	Postal Code
		904	

END OF FAMILY

Type of Search	Business Debt	or								005
Search Conducted On	TRINITY RAVIN	E COMMUN	NITY INC.							905
File Currency	13FEB 2022									
	File Number	Family	of Families	Page	of Pages	Expiry	Date		Status	
	750009699	2	3	18	21	10APR	2025			
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Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	rporation
	GLOBAL KING	DOM MINIS	TRIES INC.						001846511	
	Address						City		Province	Postal Code
	1250 MARKHA	M ROAD					TORONTC)	ON	M1H 2Y9
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	
Business Debtor	Business Del	otor Name							Ontario Cor Number	rporation
	Address						City		Province	Postal Code
	/ tutile of						ony			
Secured Party	Secured Part	v / Lien Cla	imant							
	ROYAL BANK									
	Address						City		Province	Postal Code
	36 YORK MILL	S ROAD, 4	TH FLOOR				TORONTC)	ON	M2P 0A4
	_									_
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date
				Х	Х					
Motor Vehicle	Year	Make				Mode			V.I.N.	
Description										
General Collateral	General Colla									
Description	CASH COLLAT	ERAL AGRE	EEMENT.							
Registering Agent	Registering A									
	LERNERS LLP	- DAVID M.	WOODWAR	D						
	Address						City		Province	Postal Code
	88 DUFFERIN	AVENUE, P	O BOX 2335				LONDON ON			N6A 4G4

Type of Search	Business Del	otor								000		
Search Conducted On	TRINITY RAV	INE COMMU	JNITY INC.							906		
File Currency	13FEB 2022	-		-								
	File Number	Family	of Families	Page		of Pa	ges					
	750009699	2	3	19		21						
FORM 2C FINANCII	1	1		1								
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Record Referenced	File Number	·	Page Amended	No Specific Page Amended	Chang	ge Rec	quired		Renewal Years	Correct I	Period	
	750009699				A AM	NDMN	Т					
Reference Debtor/ Transferor	First Given	Name			Initial		Surname	;				
	Business De	Business Debtor Name										
	GLOBAL KINGDOM MINISTRIES INC.											
Other Change	Other Chan	ge										
Descent (Descent of	Description											
Reason / Description				TOR FROM GLOBAL	KINC							
			-	COMMUNITY INC.	. KINGL	JOIVI						
	WIINIGT NLOT	NO. 10 INI										
Debtor/ Transferee	Date of Birth	ı	First Given	Name			Initial		Surname	•		
	Business Debtor Name								-	Ontario Corporat Number	ion	
	TRINITY RAV	INE COMMU										
	Address				City			Province	Postal Code			
	1250 MARKH	AM ROAD					SCARBO	ROUGH		ON	M1H2Y9	
							001			0.1		
Assignor Name	Assignor Na	ime										
Secured Party	Secured par	ty, lien cla	imant, assig	gnee								
	Address						City			Province	Postal	
							-				Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Inclue	r Vehicle ded	Amount		Maturity or	No Fixed Maturity Date	
			·	·							·	
Motor Vehicle	Year	Make				Mode				V.I.N.		
Description												
Ganaral Calletaral	Gonoral Col	latoral De-	orintian									
General Collateral Description	General Col	lateral Des	scription									
Registering Agent	Registering		Secured Par	ty/ Lien Claimant								
											1	

Address	City	Province	Postal Code
181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON 907	M5J2T9

END OF FAMILY

Type of Search	Business Debt	or									
Search Conducted On	TRINITY RAVIN		ITY INC.							908	
File Currency	13FEB 2022										
		Family	of Families	Page	of Pages	Expiry	Date		Status		
	773413974	3	3	20	21	11JUN	2026				
FORM 1C FINANCING	STATEMEN	/ CLAIM	FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vel Schedule		Regist	ration Nun	nber	Registered Under	Registration Period	
773413974	Х	001	1			202106	611 1657 15	590 4662	P PPSA	5	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname	ne	
Business Debtor	Business Deb	otor Name							Ontario Cor	orporation	
									Number 001987358		
	Address		TRIES CHURCH INC.				City		Province	Postal Code	
	1250 MARKHA						TORONTO)	ON	M1H 2Y9	
							TORONTO	/		10111213	
Individual Debtor	Date of Birth		First Given	Name			Initial		Surname		
				Itallio					ounnanno		
Business Debtor							Ontario Cor Number				
	TRINITY RAVIN	IE COMMUN	ITY INC.						001846511		
	Address						City		Province	Postal Code	
	1250 MARKHA	M ROAD					TORONTO)	ON	M1H 2Y9	
	1										
Secured Party	Secured Party	-									
	LIMESTONE C	APITAL INC.									
	Address						City		Province	Postal Code	
	1090 DON MIL	LS ROAD, S	SUITE 300				TORONTO)	ON	M3C 3R6	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Includ	Vehicle ed	Amount	Date of Maturity or	No Fixed Maturity Date	
		Х	Х	Х	Х					Х	
Motor Vehicle	Year	Make				Model			V.I.N.		
Description											
	General Colla	ateral Desc	ription								
Description			ription								
General Collateral Description Registering Agent	Registering A	Agent									
Description		Agent					City		Province	Postal Code	

Type of Search Search Conducted On	Business De TRINITY RAV		JNITY INC.							909	
File Currency	13FEB 2022 File Number	Family	of Families	Page		of P	ages				
	773413974	3	3	21		21					
FORM 2C FINANCI					Т						
	Caution Filing	Page of	Total Pages	Motor Vehicle Sc Attached		Reg	istration N	umber		Register	ed Under
		001	1			2021	0826 1428	1590 247	5		
Record Referenced	File Numbe	r	Page Amended	No Specific Page Amended	Chan				Renewal Years	Correct F	Period
	773413974			X	A AM	NDM	NT				
Reference Debtor/ Transferor	First Given	Name			Initial		Surname	9		•	
	Business D GLOBAL KIN			IRCH INC.							
Other Change	Other Chan	ge									
Reason / Descriptior		REFERENC		BER 773413974 BY F	REMOV	NG D)EBTOR, GI	LOBAL			
Debtor/ Transferee	Date of Birt	l-	First Giver	News			Luciti e l		0		
Deptor/ Transferee	Date of Birt	n	First Giver	1 Name			Initial		Surname	•	
	Business Debtor Name Ontario Corporation Number										ion
	Address						City			Province	Postal Code
Assignor Name	Assignor Na	ame									
Secured Party	Secured pa	rty, lien cla	imant, assi	gnee							
	Address						City			Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	r Equipment	t Accounts	Other		or Vehicle uded	Amount		Maturity or	No Fixed Maturity Date
Motor Vehicle	Year	Make				Mod				V.I.N.	
Description											
General Collateral Description	General Co	llateral Des	scription								
Registering Agent	Registering OWENS WR			ty/ Lien Claimant							

		Address	City	Province	Postal Code		
		300 - 20 HOLLY STREET	TORONTO	ON 910	M4S 3B1		
L	LAST PAGE Note: All pages have been returned. BACK TO TO						
		All Pages 🔽 🕨 🕨		Show A	Il Pages		
Т	This service is tested daily with McAfee SECURE™ to ensure the security of the transaction and information.						
	At ServiceOntario, we respect your right to privacy and value the trust you place in us. Read more about ServiceOntario's Privacy Statement.						
		ServiceOntario Contact Centre P					
We	eb Page ID: WEnqResult	System Date: 14FEB2022	Last Mo	odified: Nover	mber 03, 2019		
Pr	ivacy 🗗	<u>Accessibility</u> 团		<u>C</u>	ontact us 🗗		
<u>F</u>	<u>\Q</u> []	Terms of Use	© Queen's Pri	inter for Ont	ario 2015 🗗		

This is Exhibit "N" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 14 -

-DocuSigned by: Monica Faluim A927328446B742A... Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Roval Bank of Canada



International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Irrevocable Standby Letter of Credit No.: SLC7052566T

Beneficiary: City of Toronto **Corporate Finance Division** Capital Markets (Address continue)

Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 18, 2018

Date and Place of Expiry: October 17, 2019 Toronto, Ontario

Amount: CAD 4,081.00 Four Thousand Eighty One Canadian Dollars

Beneficiary's address continued: City Hall, 7th Floor, East Tower **100 Queen Street West** Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052566T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 4,081.00 (Four Thousand Eighty One and 00/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 17, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with tree planting security deposit RE: planting and maintenance of 7 new trees on the City Road allowances, adjacent to Markham Road (the "Agreement").

SLC7052566T





Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

Drawings under this Standby Letter of Credit shall be made by you presenting to Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1, a demand in writing authorized by the City Treasurer or delegate.

Partial drawings are permitted.

Upon receipt of said demand, the Bank shall pay to you the amount stated in the demand, to be payable to you without inquiring whether you have a right as between yourself and the customer to make such demand, and without recognizing any claim of the customer or objection by the customer to payment by the Bank.

This Standby Letter of Credit will continue up to the initial expiry date, but shall be subject to the condition that it shall be deemed to be automatically extended, without amendment, for one (1) year from the present or any future expiration date hereof, unless sixty (60) days prior to any such expiration date, the Bank notifies you by notice in writing delivered to the City of Toronto at the above mentioned address, by registered mail or courier, that it shall not extend this Standby Letter of Credit for any such additional period. Upon receipt by you of such notice, you may draw hereunder, for the available balance of this Standby Letter of Credit by presenting a written demand together with confirmation that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. The demand must be authorized by the City Treasurer or delegate.

unautho Yang

Authorized Signature

am Florence Tchoulack

Authorized Signature

October 18, 2018



International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Re: Our Irrevocable Standby Letter of Credit No.: SLC7052566T Beneficiary: City of Toronto

Dear Customer,

We enclose a copy of the above-mentioned Irrevocable Standby Letter of Credit issued in accordance with your instructions.

Please review the content of this document carefully and notify us within 2 working days if you have any concerns as to the terms and conditions thereof.

We debit account number 101-198-006202 for CAD 165.00 value October 18, 2018, as follows:

Description	Currency	<u>Amount</u>
Fees/Charges Canadian Dollars Courier Charge Issuance Handling Fee Periodic Commission	CAD CAD CAD	-15.00 -125.00 -25.00
Total Fees/Charges Canadian Dollars	CAD	-165.00
Final Total Canadian Dollars	CAD	-165.00

Principal	Rate	Calculation Period	Collection Period (DDMMMYY)	Amount
CAD 4,081.00	2.05%	Daily	18Oct18 - 17Jan19	CAD 25.00 Min

For Periodic Commission the charge basis days equals 365.



Commission has been collected for the period referenced above, and will continue to be charged as per the frequency mentioned above in advance until the guarantee has been cancelled. If the guarantee is cancelled during the course of a quarter, commission which has already been collected will not be refunded.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-800-757-4525. Please indicate our reference number in all your correspondence or telephone enquiries.

This document is computer-generated, and requires no signature.



Irrevocable Standby Letter of Credit No.: SLC7052566T

Beneficiary: City of Toronto Corporate Finance Division Capital Markets (Address continue). Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 18, 2018

Date and Place of Expiry: October 17, 2019 Toronto, Ontario

Amount: CAD 4,081.00 Four Thousand Eighty One Canadian Dollars

Beneficiary's address continued: City Hall, 7th Floor, East Tower 100 Queen Street West Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052566T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 4,081.00 (Four Thousand Eighty One and 00/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 17, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with tree planting security deposit RE: planting and maintenance of 7 new trees on the City Road allowances, adjacent to Markham Road (the "Agreement").



Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

Drawings under this Standby Letter of Credit shall be made by you presenting to Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1, a demand in writing authorized by the City Treasurer or delegate.

Partial drawings are permitted.

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This Standby Letter of Credit will continue up to the initial expiry date, but shall be subject to the condition that it shall be deemed to be automatically extended, without amendment, for one (1) year from the present or any future expiration date hereof, unless sixty (60) days prior to any such expiration date, the Bank notifies you by notice in writing delivered to the City of Toronto at the above mentioned address, by registered mail or courier, that it shall not extend this Standby Letter of Credit for any such additional period. Upon receipt by you of such notice, you may draw hereunder, for the available balance of this Standby Letter of Credit by presenting a written demand together with confirmation that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred in connection with the Agreement. The demand must be authorized by the City Treasurer or delegate.

Original signed by Samantha Yang

Authorized Signature

Original signed by Florence Tchoulack

Authorized Signature





International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Irrevocable Standby Letter of Credit No.: SLC7052563T

Beneficiary: City of Toronto Corporate Finance Division Capital Markets (Address continue) Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 18, 2018 Date and Place of Expiry: October 17, 2019 Toronto, Ontario

Amount: CAD 173,734.00 One Hundred Seventy Three Thousand Seven Hundred Thirty Four Canadian Dollars

Beneficiary's address continued: City Hall, 7th Floor, East Tower 100 Queen Street West Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052563T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 173,734.00 (One Hundred Seventy Three Thousand Seven Hundred Thirty Four and 00/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 17, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with preparation, implementation, installation and/or maintenance costs under the approved L-1 and L-2 Landscape/Planting plans from Brodie and Associates (the "Agreement").



Page 1 of 2



Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

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tha Yang Authorized Signature

brence Tchoulack am R Authorized Signature

921 Royal Bank of Canada

October 18, 2018



International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Re: Our Irrevocable Standby Letter of Credit No.: SLC7052563T Beneficiary: City of Toronto

Dear Customer,

We enclose a copy of the above-mentioned Irrevocable Standby Letter of Credit issued in accordance with your instructions.

Please review the content of this document carefully and notify us within 2 working days if you have any concerns as to the terms and conditions thereof.

We debit account number 101-198-006202 for CAD 1,037.70 value October 18, 2018, as follows:

Description	Currency	Amount
Fees/Charges Canadian Dollars Periodic Commission Courier Charge Issuance Handling Fee	CAD CAD CAD	-897.70 -15.00 -125.00
Total Fees/Charges Canadian Dollars	CAD	-1,037.70
Final Total Canadian Dollars	CAD	<u>-1,037.70</u>

Principal	Rate	Calculation Period	Collection Period (DDMMMYY)	Amount
CAD 173,734.00	2.05%	Daily	18Oct18 - 17Jan19	CAD 897.70

For Periodic Commission the charge basis days equals 365.



Commission has been collected for the period referenced above, and will continue to be charged as per the frequency mentioned above in advance until the guarantee has been cancelled. If the guarantee is cancelled during the course of a quarter, commission which has already been collected will not be refunded.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-800-757-4525. Please indicate our reference number in all your correspondence or telephone enquiries.

This document is computer-generated, and requires no signature.



Irrevocable Standby Letter of Credit No.: SLC7052563T

Beneficiary: City of Toronto Corporate Finance Division Capital Markets (Address continue) . Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 18, 2018 Date and Place of Expiry: October 17, 2019 Toronto, Ontario

Amount: CAD 173,734.00 One Hundred Seventy Three Thousand Seven Hundred Thirty Four Canadian Dollars

Beneficiary's address continued: City Hall, 7th Floor, East Tower 100 Queen Street West Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052563T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 173,734.00 (One Hundred Seventy Three Thousand Seven Hundred Thirty Four and 00/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 17, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with preparation, implementation, installation and/or maintenance costs under the approved L-1 and L-2 Landscape/Planting plans from Brodie and Associates (the "Agreement").



Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

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Original signed by Samantha Yang

Authorized Signature

Original signed by Florence Tchoulack

Authorized Signature



Royal Bank Banque Royale



ORIGINAL

International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Irrevocable Standby Letter of Credit No.: SLC7052552T

Beneficiary:

City of Toronto Corporate Finance Division Capital Markets, City Hall 100 Queen Street West. Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 17, 2018

Date and Place of Expiry: October 16, 2019 Toronto, Ontario

Amount: CAD 688,977.38 Six Hundred Eighty Eight Thousand Nine Hundred Seventy Seven and 38/100 Canadian Dollars

Beneficiary's address continued: 7th Floor, East Tower Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052552T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 688,977.38 (Six Hundred Eighty Eight Thousand Nine Hundred Seventy Seven and 38/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 16, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with provisions for all sodding, shrubs, trees and other landscaping works as detailed in the approved landscape plans (the "Agreement").

Rage 1 of 2





Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

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Carmine Palucci Authorized Signature

Giuseppina Passarelli

Authorized Signature



October 17, 2018



International Trade Centre-Ontario 180 Wellington Street W.,4th Floor Toronto, ON M5J 1J1 Tel: 1-800-757-4525 Fax: 1-800-450-7774 SWIFT: ROYCCAT2XXX

Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Re: Our Irrevocable Standby Letter of Credit No.: SLC7052552T Beneficiary: City of Toronto

Dear Customer,

We enclose a copy of the above-mentioned Irrevocable Standby Letter of Credit issued in accordance with your instructions.

Please review the content of this document carefully and notify us within 2 working days if you have any concerns as to the terms and conditions thereof.

We debit account number 101-198-006202 for CAD 2,918.56 value October 17, 2018, as follows:

Description	Currency	Amount
Fees/Charges Canadian Dollars Periodic Commission Courier Charge Issuance Handling Fee	CAD CAD CAD	-2,778.56 -15.00 -125.00
Total Fees/Charges Canadian Dollars	CAD	-2,918.56
Final Total Canadian Dollars	CAD	-2,918.56

Principal	Rate		Collection Period (DDMMMYY)	Amount
CAD 688,977.38	1.60%	Daily	17Oct18 - 16Jan19	CAD 2,778.56

For Periodic Commission the charge basis days equals 365.



Commission has been collected for the period referenced above, and will continue to be charged as per the frequency mentioned above in advance until the guarantee has been cancelled. If the guarantee is cancelled during the course of a quarter, commission which has already been collected will not be refunded.

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-800-757-4525. Please indicate our reference number in all your correspondence or telephone enquiries.

This document is computer-generated, and requires no signature.



NON NEGOTIABLE

Irrevocable Standby Letter of Credit No.: SLC7052552T

Beneficiary: City of Toronto Corporate Finance Division Capital Markets, City Hall 100 Queen Street West. Applicant: Global Kingdom Ministries Inc. 1250 Markham Road Scarborough, Ontario M1H 2Y9 Canada

Date of Issue: October 17, 2018 Date and Place of Expiry: October 16, 2019 Toronto, Ontario

Amount: CAD 688,977.38 Six Hundred Eighty Eight Thousand Nine Hundred Seventy Seven and 38/100 Canadian Dollars

Beneficiary's address continued: 7th Floor, East Tower Toronto, Ontario M5H 2N2

Irrevocable Standby Letter of Credit No. SLC7052552T.

We hereby authorize you, City of Toronto, to draw on Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1 (the "Bank"), for the account of Global Kingdom Ministries Inc., 1250 Markham Road, Scarborough, Ontario M1H 2Y9 (the "Customer"), up to an aggregate amount of CAD 688,977.38 (Six Hundred Eighty Eight Thousand Nine Hundred Seventy Seven and 38/100's Canadian Dollars) (the "Credit Amount"), available on demand up to October 16, 2019 (the "Initial Expiry Date") or a subsequent anniversary date, and is hereby given to you pursuant to an agreement between the City of Toronto and Global Kingdom Ministries Inc., made in connection with provisions for all sodding, shrubs, trees and other landscaping works as detailed in the approved landscape plans (the "Agreement").



NON NEGOTIABLE

Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

Drawings under this Standby Letter of Credit shall be made by you presenting to Royal Bank of Canada, International Trade Centre-Ontario, 180 Wellington Street West, 4th Floor, Toronto, Ontario M5J 1J1, a demand in writing authorized by the City Treasurer or delegate.

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ORIGINAL SIGNE PAR/. ORIGINAL SIGNED BY Carmine Palucci

Authorized Signature

ORIGINAL SIGNÉ PAR / ORIGINAL SIGNED BY GIUSEPPINA PASSARELLI

Authorized Signature

This is Exhibit "O" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

– 15 –

-DocuSigned by: Monica Falicim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

CCĐC 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 iorth in supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE \Box

CDC 5B

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER - FOR SERVICES AND CONSTRUCTION

This agreement made on the <u>4</u> day of <u>December</u> in the year <u>2014</u> 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

located at

1250 Markham Road, Scarborough, ON M1H 2Y9

insert above the Place of the Work

insert above the title of the Project

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

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 3.1 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 ammenity 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.

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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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- 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
 - 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:
 - .15 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

I 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;

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- .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:

- The Cost of the Work excludes Value Added Taxes and shall be at rates prevailing in the locality of the Place of the 7.2 Work, except with the prior consent of the Owner.
- 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 7.3 Manager.
- 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 74 cash discounts shall accrue to the Owner.
- 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. 7.5
- The Owner may by written request require the Construction Manager to: 7.6
 - provide prior to commencement of the Work an estimate of the total Cost of the Work for evaluation and verification .1
 - inform the Owner in writing prior to incurring reimbursable expenses relating to the Cost of the Work. .2

ARTICLE A-8 OPTIONS

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 8.1 following options after the signing of this Contract shall be recorded by a Change Order.

GUARANTEED MAXIMUM PRICE (GMP) OPTION 8.2

The sum of the Price of the Services and the Price of the Work are guaranteed by the Construction Manager not to exceed

To be determined if/as applicable

/100 dollars (\$_____),

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.

GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION 8.3

The Price of the Services and the Price of the Work are guaranteed by the Construction Manager not to exceed

To be determined if/as applicable

/100 dollars (\$_____),

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.

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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.

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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.
- The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class mail, or by facsimile or other form 10.2 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, Sute 24, Cambridge, ON N3C 4E8

address

(519) 220-0529 facsimile number

keithz@maple.ca (Keith Zorn) email address

Consultant

name of Consultant*	
57 Mill Street North, Suite 201 H	arampton, ON L6X 1S9
57 Mill Street North, Suite 201 E	rampton, ON L6X 189
	glenr@reinders.ca (Glenn Reinders)

* 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

name of person signing

signature

name of person signing

WITNESS

signatur

name of person signin

signature

name of person signing

OWNER

signature

Global Kingdom Ministries Inc.

name of Owner signature

Kern Kalideen - Executive Pastor

name and title of person signing

CONSTRUCTION MANAGER

Maple Reinders Constructors Ltd.

name of onstruction Manager signatu 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

	 PRECONSTRUCTION (*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. F4 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	Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
	 1.1 General Services .1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i>. 			F3	
	.2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.		5	F3	
	1.2 Predesign				
	.1 Estimating:]	F3	
	(1) Confirm or prepare a <i>Class D Construction Cost Estimate</i> .				
	(2) Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project bud and make recommendation for corrective action.	iget,			
	.2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.			F3	
	1.3 Schematic Design Phase				
	.1 Constructability: Provide advice on site use and possible improvements, selection of mater			F3	
	assembly systems, and, equipment and provide recommendations on construction feasibility				
	availability of materials and labour, time requirements for installation and construction, and fac	tors			
	related to alternative designs and possible economies. .2 Estimating:			F3	
1	(1) Prepare a Class C Construction Cost Estimate at the end of the Schematic Design Phase.	la la	1		9
	(2) Advise the Owner if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> bud	get,			
	and make recommendation for corrective action.				
	.3 Scheduling: Prepare, in consultation with the Consultant and the Owner, a preliminary Pro-			F3	
	schedule for the Owner's review; such Project schedule shall take into consideration the sequence				
	timing of the required basic program decisions, including anticipated design time, approval per				
	preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on construction activities, and the anticipated date of <i>Substantial Performance of the Work</i> .	-site			
	.4 Other Services: Assist in providing liaison and coordination among government authorities, ut	ility	1	F3	
	companies, and other authorities having jurisdiction over the <i>Place of the Work</i> .		÷		A surfaces
1	1.4 Design Development Phase				
•	.1 Constructability:		Savar 11	F3	
	(1) Provide updates as necessary regarding the availability of materials and labour, building system	ms,			
	and possible economies. (2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packs	ITES			
	and Work to be performed by the Construction Manager's own forces to help facilitate				
	subsequent bidding and awarding of Subcontractor and Supplier contracts.				
	(3) Review the Specifications and Drawings and, at the end of the Design Development Phase, m				
	recommendations to the Owner and the Consultant as to constructability and coordination am	ong			
	the Subcontractors.			F3	
	 2 Estimating and Cost Control: (1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase. 	la arrow			Encond
	 (1) Thepare a Class B Construction Cost Estimate at the end of the Design Development Phase. (2) Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project bud 	get.			
	and make recommendations for corrective action.	, , , , , , , , , , , , , , , , , , ,			
	(3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i> .				

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SCHEDULE A1 TO THE AGREEMENT - SERVICES AND COMPENSATION

1	. PRECONSTRUCTION	er or		
F F F	 *Note: Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 - CONSTRUCTION MANAGER'S FEE. Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 - CONSTRUCTION MANAGER'S FEE. 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. MANAGER'S FEE.) 	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
1.3	8		F3	
	 Review and update the <i>Project</i> schedule with appropriate details. Advise the <i>Owner</i> if it appears that the <i>Project</i> schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i>, and make recommendations for corrective action. Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> schedule. 	()		ئىيىد ا
1	5 Construction Document Phase	ļ		
.1				
•1	 Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies. 		F3	
	 Review the Specifications and Drawings and make recommendations to the Owner and the Consultant as to clarity, consistency, constructability, and coordination among the Subcontractors. Assist the Owner and the Consultant in preparing bid documents for Subcontractors. Assist the Owner in determining the contract security requirements of Subcontractors. 			
.2			F3	Course of
	 (2) Prepare a Class A Construction Cost Estimate at the end of the Construction Document Phase. (3) Update the cash flow forecasts for the Project. (4) Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project budget. 			
2	and make recommendations for corrective action.			
.3	Scheduling:		F3	
	(1) Review and update the <i>Project</i> schedule with appropriate details.			P OF MILLER
	(2) Advise the Owner if it appears that the Project schedule may vary from that specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the Owner, and			
	make recommendations for corrective action, including changes to <i>Project</i> scope, schedule or			
	budget.			
.4	Other Services:		F3	
	 Make recommendations to the Owner regarding any equipment or materials which should be pre- ordered to meet the Project objective. 	Barra S	15	here 5
1.6	6 Construction Procurement Phase			
.1	Scheduling:		F3	
	(1) Review and update the <i>Project</i> schedule with appropriate details.	L	1.5	L
.2	Contracting:		F3	
	 Develop methods of solicitation for Subcontractors and the distribution of addenda. Prepare the propulitient or subcontractors and the distribution of addenda. 			
	 (2) Prepare the prequalification criteria for <i>Subcontractors</i> and <i>Suppliers</i> as required by the <i>Owner</i>. (3) Review for completeness and coordinate all bid documents for the solicitation of competitive bids 			
	for the <i>Work</i> to be performed by <i>Subcontractors</i> .			
.3	Other Service:		F3	
	(1) Update the cash flow forecasts for the Project.			hom - at

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SCHEDULE A1 TO THE AGREEMENT - SERVICES AND COMPENSATION

2. (*N F1 F2 F3	CONSTRUCTION hte: Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. 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
2.1	General Service		172	
.1	Chair and minute regular Project meetings with the Owner and the Consultant.	and the second	F3	
2.2	Cost Control and Accounting			
.1	Prepare and update the <i>Construction Cost</i> and cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed		F3	
	with the Owner.		F3	
.2	Develop, implement and maintain a system of <i>Project</i> cost control and accounting.		T 2	-
.3	Advise the Owner and the Consultant on the variances between actual cost and Construction Cost Estimate.		F3	
.4	Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.	Z		100 100 10
.5	Provide recommendations to the <i>Owner</i> for necessary changes to maintain the <i>Project</i> budget and <i>Project</i> schedule.		F3	an quanta de
3.	POST-CONSTRUCTION			
3.1			F3	
.1	Prepare final Construction Cost report.	hand	1.2	1
3.2	Occupancy Review		F3	
.1	Assist the Owner in conducting post-construction occupancy review.	Lacust		Lower de

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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 Construction Manager's personnel outside a radius of 50km from the Place of the Work.		Z
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 Contract.		
3.	The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.		Z
4.	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.		1
5.	The costs to the <i>Construction Manager</i> that result from any <i>Subcontractor's</i> insolvency or failure to perform.		1
6.	Charges levied by authorities having jurisdiction at the Place of the Work.		1
7.	Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		1
8.	Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		1
9.	Losses and expenses sustained by the Construction Manager 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.		1
	The costs incurred due to emergencies affecting the safety of persons or property.		1
	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> .		~
12.	Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows:		

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Personnel employed by the Construction Manager in the performance of the Services and Work	Unit	Rate
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	ĥr	\$67.00
Foreman	hr	\$70.00
afety Officer	hr	\$85.00
roject Director (included in fee)	hr	\$0.00
eneral Superintendent (included in fee)	hr	\$0.00
15	<u> </u>	

SCHEDULE B – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

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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.

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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.

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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*.

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GENERAL CONDITIONS

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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.

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No action or failure to act by the Owner, Consultant or Construction Manager shall constitute a waiver of any right or 1.3.2 duty afforded either of the parties to this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

Neither party to the Contract shall assign the Contract or a portion thereof without the prior written consent of the other, 1.4.1 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:
- review documents submitted by the Construction Manager and give the Construction Manager timely decisions for .2 the orderly progress of the Services and the Work;
- furnish promptly to the Construction Manager all information that is available or requested by the Construction .3 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:
- designate in writing a representative who shall be fully acquainted with the Work; and shall have the authority to act .4 on the Owner's behalf in relation to all duties and responsibilities of the Owner under this Contract;
- retain the Consultant who shall be responsible for the design and design related services required for the Work; .5
- inform the Construction Manager of the scope and terms of the Consultant's services; .6
- inform the Consultant of the scope and terms of the Services and the Work; .7
- immediately notify the Construction Manager if the Owner observes or otherwise becomes aware of any fault or .8 defect in the Project or any non-conformity with the requirements of the Contract; and
- coordinate and facilitate the Services of the Construction Manager and the Consultant's services. .9

GC 2.2 AUTHORITY OF THE CONSULTANT

- The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract 2.2.1 Documents, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- The duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents may be 2.2.2 modified or extended only with the written consent of the Construction Manager following consultation with the Consultant.
- If the Consultant's employment is terminated, the Owner shall immediately appoint or reappoint a Consultant against 2.2.3whom 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.

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GC 2.3 CONSULTANT'S RESPONSIBILITIES

- The Consultant will provide administration of the Work as described in the Contract Documents. 2.3.1
- The Consultant will visit the Place of the Work at intervals appropriate to the progress of construction to become 2.3.2 familiar with the progress and quality of the Work and to determine if the Work is proceeding in general conformity with the Contract Documents.
- If the Owner and the Consultant agree, the Consultant will provide at the Place of the Work, one or more project 2.3.3 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.
- The Consultant will promptly inform the Owner of the date of receipt of the Construction Manager's applications for 2.3.4 payment for the Work performed as provided in paragraph 5.4.7.1 of GC 5.4 - PROGRESS PAYMENT FOR THE WORK.
- Based on the Consultant's observations and evaluation of the Construction Manager's applications for payment for the 2.3.5 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.
- The Consultant will not be responsible for and will not have control, charge or supervision of construction means, 2.3.6 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.
- Except with respect to GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER, the Consultant will 2.3.7 be, in the first instance, the interpreter of the requirements of the Work.
- Matters in question relating to the performance of the Work or the interpretation of the Contract Documents, except with 2.3.8 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.
- Interpretations and findings of the Consultant shall be consistent with the intent of the Contract Documents as they 2.3.9 relate to the Work. In making such interpretations and findings the Consultant will not show partiality to either the Owner or the Construction Manager.
- The Consultant's interpretations and findings will be given in writing to the parties within a reasonable time. 2.3.10
- With respect to claims for a change in Price of the Work, the Consultant will make findings as set out in GC 6.6 -2.3.11 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.
- During the progress of the Work the Consultant will furnish Supplemental Instructions to the Construction Manager 2.3.13 with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant and the Construction Manager.
- The Consultant will review and take appropriate action upon Shop Drawings, samples and other Construction 2.3.14 Manager's submittals which are provided in accordance with the Construction Documents.
- The Consultant will prepare Change Orders and Change Directives as provided in GC 6.2 CHANGE ORDER and 2.3.15 GC 6.3 – CHANGE DIRECTIVE.
- The Consultant will conduct reviews of the Work to determine the date of Substantial Performance of the Work as 2.3.16 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*.

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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*.

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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.

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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.

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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*.

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PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 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 5.1.1 to fulfill the Owner's obligations under the Contract.
- The Owner shall give the Construction Manager Notice in Writing of any material change in the Owner's financial 5.1.2 arrangements to fulfill the Owner's obligations under the Contract during the performance of the Contract.

GC 5.2 ACCOUNTING AND AUDIT

- The Construction Manager shall keep full and detailed accounts and records necessary for the documentation of the 5.2.1 Cost of the Work.
- For 60 calendar days after the application for final payment or for such other period specified in the Contract, the 5.2.2 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

- 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 5.3.1 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.
- The application for payment for the reimbursable expenses for the Services shall include items of cost as defined in 5.3.2 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

- Applications for payment on account as provided in Article A-9 of the Agreement PAYMENT may be made monthly 5.4.1 as the Work progresses.
- Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an 5.4.2 alternative day of the month agreed in writing by the parties.
- The amount applied for shall be the cost of the Work performed and Products delivered to the Place of the Work or 5.4.3 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.
- The application for payment for the Work shall include items of cost as defined in Article A-7 of the Agreement -5.4.4 COST OF THE WORK and other support documents required by the Owner as in accordance with the Contract Documents.
- When submitting the second and succeeding applications for payment, the Construction Manager shall furnish receipted 5.4.5 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.
- Applications for payment for Products delivered to the Place of the Work but not yet incorporated into the Work shall 5.4.6 be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the Products.

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- the Consultant will promptly inform the Owner of the date of receipt of the Construction Manager's application for .1 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
- the Owner shall make payment to the Construction Manager on account as provided in Article A-9 of the .3 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:
 - advise the Construction Manager in writing that the Work or the designated portion of the Work is not substantially .1 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:
 - submit an application for payment of the holdback amount, .1
 - .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. 27

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GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

- In the common law jurisdictions, where legislation permits and where, upon application by the Construction Manager, 5.7.1 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.
- In the Province of Quebec, where, upon application by the Construction Manager, the Consultant has certified that the 5.7.2 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.
- Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the 5.7.3 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

- When the Construction Manager considers that the Work is completed, the Construction Manager shall submit an 5.8.1 application for final payment.
- The Consultant will, no later than 10 calendar days after the receipt of an application from the Construction Manager 5.8.2 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.
- When the Consultant finds the Construction Manager's application for final payment valid, the Consultant will 5.8.3 promptly issue a final certificate for payment.
- Subject to the provision of paragraph 10.4.1 of GC 10.4 WORKERS' COMPENSATION and any lien legislation 5.8.4 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

If because of climatic or other conditions reasonably beyond the control of the Construction Manager, there are items of 5.9.1 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

No payment by the Owner under the Contract nor partial or entire use or occupancy of the Work by the Owner shall 5.10.1 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

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GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- The Owner, through the Consultant, without invalidating the Contract, may make: 6.1.1
 - changes in the Work consisting of additions, deletions, or other revisions to the Work by Change Order or Change .1 Directive, and
 - changes to the Contract Time for the Work, or any part thereof, by Change Order. .2

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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.

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- 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.

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- 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.

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- 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 Construct 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.

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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.

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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*.

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- 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.

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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.

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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*.

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PART 11 INSURANCE – CONTRACT SECURITY

GC 11.1 INSURANCE

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Note:

- 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*.

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- The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any 11.1.3 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.
- All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Place of 11.1.5 the Work.
- If a revised version of CCDC 41 INSURANCE REQUIREMENTS is published, which specifies reduced insurance 11.1.6 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.
- If a revised version of CCDC 41 INSURANCE REQUIREMENTS is published, which specifies increased insurance 11.1.7 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

- The Construction Manager shall, prior to commencement of the Work or within the specified time, provide to the 11.2.1 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.
- If this Contract requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company 11.2.2 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

- Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the Owner and the 12.1.1 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 made by Notice in Writing within a period of 6 years from the date of Substantial Performance of the Work as set .2 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.

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- .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*;

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- indemnification for claims advanced against the Owner by third parties for which a right of indemnification may be .2 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
- claims arising from acts or omissions which occur after the date of Substantial Performance of the Work. .6
- The Owner waives and releases the Construction Manager from all claims referred to in paragraph 12.2.3.4 except 12.2.4 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:
 - any limitation statute of the Province or Territory of the Place of the Work; or .1
 - .2 the Civil Code of Quebec, if the Place of the Work is the Province of Quebec.
- The Owner waives and releases the Construction Manager from all claims referenced in paragraph 12.2.3.6 except for 12.2.5 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.
- "Notice in Writing of claim" as provided for in GC 12.2 WAIVER OF CLAIMS to preserve a claim or right of action 12.2.6 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.
- The party giving "Notice in Writing of claim" as provided for in GC 12.2 WAIVER OF CLAIMS shall submit within 12.2.7 a reasonable time a detailed account of the amount claimed.
- 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 12.2.8 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.
- 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 12.2.9 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

- Except for extended warranties as described in paragraph 12.3.7, the warranty period under this Contract is one year 12.3.1 from the date of Substantial Performance of the Work.
- The Construction Manager shall be responsible for the proper performance of the Work to the extent that the design and 12.3.2 Contract Documents permit such performance.
- The Owner, through the Consultant, shall promptly give the Construction Manager Notice in Writing of observed 12.3.3 defects and deficiencies which occur during the one year warranty period.
- Subject to paragraph 12.3.2, the Construction Manager shall correct promptly, at the Construction Manager's expense, 1234 defects or deficiencies in the Work which appear prior to and during the one year warranty period.

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- The Construction Manager shall correct or pay for damage resulting from corrections made under the requirements of 12.3.5 paragraph 12.3.4.
- The Construction Manager shall enforce the warranty obligations of the Subcontractors and Suppliers which shall 12.3.6 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 .
 - the Subcontractor or the Supplier shall correct or pay for damage resulting from corrections made under the .2 requirements of paragraph 12.3.4.
- Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as 12.3.7 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.

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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;

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- .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 \$/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.

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- 9. Schedule A2 Delete this Schedule in its entirety.
- 10. **Schedule B** Delete this Schedule in its entirety.

DEFINITIONS

Definition 5 – CHANGE DIRECTIVE 11.

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.

New Definition 38 – CONTRACT PRICE 14.

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:

- The Consultant will provide administration of the Work as described in the Contract Documents. 2.3.1
- The Consultant will visit the Place of the Work at intervals appropriate to the progress of construction to become 2.3.2 familiar with the progress and quality of the work and to determine if the Work is proceeding in general conformity with the Contract Documents.
- If the Owner and the Consultant agree, the Consultant will provide at the Place of the Work, one or more project 2.3.3 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.
- The Consultant will promptly inform the Owner of the date of receipt of the Construction Manager's applications 2.3.4 for payment for the Work performed as provided in paragraph 5.4.7.1 of GC 5.4 - PROGRESS PAYMENT FOR THE WORK

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- 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.

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- 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.

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- The Construction Manager shall cause to be obtained contract security from Subcontractors to the extent and for 3.7.3 the amounts approved by the Owner.
- The Construction Manager shall not be required to employ as a Subcontractor or Supplier, a person or firm to 3.7.4 which the Construction Manager may reasonably object.
- The Owner, through the Consultant, may provide to a Subcontractor or Supplier information as to the percentage 3.7.5 of the Subcontractor's or Supplier's work which has been certified for payment.

19. GC 3.8

Delete and replace with the following:

- 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. 3.8.1
- 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. 3.8.2
- 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 3.8.3 accordance with the Contract.

New GC 3.14 - SERVICES 20 Insert new General Condition as follows: GC 3.14 SERVICES

- 3.14.1 The Construction Manager shall:
 - chair and minute regular Project meetings with the Owner and the Consultant, .1
 - prepare and update the cash flow forecasts in accordance with the Project budget that are specified in the .2 Contract or otherwise agreed with the Owner;
 - provide reasonable assistance and information to permit recovery of all tax rebates where applicable, and .3
 - assist the Owner in conducting post-construction occupancy review. .4

GC 4.1 21.

Delete and replace with the following:

- The Contract Price, and not the cash allowances, includes the Construction Manager's overhead and profit in 4.1.1 connection with such cash allowances.
- The Contract Price includes the cash allowances, if any, stated in this Contract. The scope of work or costs 4.1.2 included in such cash allowances shall be as described in this Contract.
- Expenditures under cash allowances shall be authorized by the Owner through the Consultant. 4.1.3
- 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 4.1.4 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.
- The Contract Price shall be adjusted by Change Order to provide for any difference between each cash 4.1.5 allowance and its actual cost.
- The value of the Work performed under a cash allowance is eligible to be included in progress payments. 4.1.6
- 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 4.1.7 of the Work.

22. GC 5.2

Delete and replace with the following:

The Construction Manager shall keep full and detailed accounts and records necessary for the documentation of 5.2.1 and the cost of performing the work attributable to the Change Directive.

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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

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26. GC 6.3

Delete and replace with the following:

- If the Owner requires the Construction Manager to proceed with a change in the Work prior to the Owner and the 6.3.1 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.
- A Change Directive shall only be used to direct a change in the Work which is within the general scope of the 6.3.2 Contract Documents.
- A Change Directive shall not be used to direct a change in the Contract Time only. 6.3.3
- Upon receipt of a Change Directive, the Construction Manager shall proceed promptly with the change in the 6.3.4 Work.
- For the purpose of valuing Change Directives, changes in the Work that are not substitutions or otherwise related 6.3.5 to each other shall not be grouped together in the same Change Directive.
- The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined 6.3.6 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:
 - If the change results in a net increase in the Construction Manager's cost, the Contract Price shall be .1 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.
 - If the change results in a net decrease in the Construction Manager's cost, the Contract Price shall be .2 decreased by the amount of the net decrease in the Construction Manager's cost, without adjustment for the Construction Manager's percentage fee.
 - The Construction Manager's fee shall be as specified in the Contract Documents or as 3 otherwise agreed by the parties.
- If the Owner and the Construction Manager do not agree on the proposed adjustment in the Contract Price, the 6.3.7 Contract Time, or in the method of determining them, the adjustment shall be referred to the Consultant for a finding.
- When the Owner and the Construction Manager reach agreement on the adjustment to the Contract Price and the 6.3.8 Contract Time, this agreement shall be recorded in a Change Order.
- Pending determination of the final amount of a Change Directive, the undisputed value of the work performed as 6.3.9 the result of a Change Directive is eligible to be included in progress payments.

27. GC 6.4

Delete and replace with the following:

- If the Owner or the Construction Manager discover conditions at the Place of the Work which are: 6.4.1
 - subsurface or otherwise concealed physical conditions which existed before the commencement of the Work .1 which differ materially from those indicated in the Contract Documents; or
 - physical conditions, other than conditions due to weather, that are of a nature which differ materially from .2 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.

- The Consultant will promptly investigate such conditions and make a finding. If the finding is that the conditions 6.4.2 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.
- If the Consultant finds that the conditions at the Place of the Work are not materially different or that no change 6.4.3 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.
- If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and 6.4.4 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.

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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.

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- If the Construction Manager neglects to prosecute the Work properly or otherwise fails to comply with the 7.1.2 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.
- If the default cannot be corrected in the 5 Working Days specified or in such other time period as may be 7.1.3 subsequently agreed in writing by the parties, the Construction Manager shall be in compliance with the Owner's instructions if the Construction Manager:
 - commences the correction of the default within the specified time, and .1
 - provides the Owner with an acceptable schedule for such correction, and .2
 - corrects the default in accordance with the Contract terms and with such schedule. .3
- 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 7.1.4 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
 - terminate the Construction Manager's right to continue with the Work in whole or in part or terminate the .2 Contract.
- If the Owner terminates the Construction Manager's right to continue with the Work as provided in paragraphs 7.1.5 7.1.1 and 7.1.4, the Owner shall 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 .1 may consider expedient, but without undue delay or expense, and
 - withhold further payment to the Construction Manager until a final certificate for payment is issued, and .2
 - charge the Construction Manager the amount by which the full cost of finishing the Work as certified by the .3 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.
- 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 7.1.6 termination of the Contract.

GC 9.1 31.

Delete and replace with the following:

- 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 9.1.1 Contract, and shall be responsible for such damage, except damage which occurs as the result of:
 - errors in the Contract Documents; .1
 - acts or omissions by the Owner, the Consultant, other contractors, or their respective agents and employees. .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 9.1.2 reasonably apparent in an inspection of the Place of the Work.
- 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 9.1.3 damage at the Construction Manager's expense.

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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;

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- .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;
- reimburse the Owner for reasonable costs incurred under paragraph 9.2.6; and .3
- indemnify the Owner as required by GC 12.1 INDEMNIFICATION. .4
- If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in 9.2.9 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:

- Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest 9.3.1 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.
- The Construction Manager shall take all reasonable precautions to prevent removal or damage to discoveries as 9.3.2 identified in paragraph 9.3.1, and shall advise the Consultant upon discovery of such items
- The Consultant will investigate the impact on the Work of the discoveries identified in paragraph 9.3.1. If 9.3.3 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:

- If the Construction Manager or Owner observes or reasonably suspects the presence of mould at the Place of the 9.5.1 Work, the remediation of which is not expressly part of the Work,
 - the observing party shall promptly report the circumstances to the other party in writing; .1
 - .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.
- If the Owner and Construction Manager agree, or if the expert referred to in paragraph 9.5.1.3 determines that the 9.5.2 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:
 - take all reasonable and necessary steps to safely remediate or dispose of the mould, and .1
 - make good any damage to the Work, the Owner's property or property adjacent to the Place of the Work as .2 provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and
 - reimburse the Owner for reasonable costs incurred under paragraph 9.5.1.3, and .3
 - indemnify the Owner as required by GC 12.1 INDEMNIFICATION. .4
- If the Owner and Construction Manager agree, or if the expert referred to in paragraph 9.5.1.3 determines that the 9.5.3 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:
 - take all reasonable and necessary steps to safely remediate or dispose of the mould; .1
 - reimburse the Construction Manager for the cost of taking the steps under 9.5.1.2 and making good any .2 damage to the Work as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND **PROPERTY**:
 - extend the Contract Time for such reasonable time as the Consultant may recommend in consultation with .3 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
 - indemnify the Construction Manager as required by GC 12.1 INDEMNIFICATION. .4

⁵⁴ Note:

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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*.

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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

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Note:

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.

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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.

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Ray Veenstra

From:	Kern Kalideen <kernkalideen@gmail.com></kernkalideen@gmail.com>
Sent:	Nov/17/2014 1:35 PM
То:	Ray Veenstra; Ken Kamminga; Keith Zorn
Cc:	tlodu@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





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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

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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.



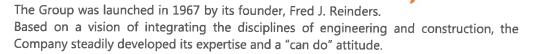
MAPLE OFFICES

PROJECT CONCENTRATIONS

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 coastto-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.



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
lgin Lodge Addition nd 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
ocus on the Family lead 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

St. John's McNicoll Centre Mr. Mark Wong (416) 499-7562 <u>mwwong@sympatico.ca</u>

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Lee Manor Home for the Aged Mr. Grant Diemert (Architect) (519) 376-1975 gdiemert@gmda.ca

Good Shepherd Non-Profit Homes Mr. Alan Whittle (905) 528-5877 x3322 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®

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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.

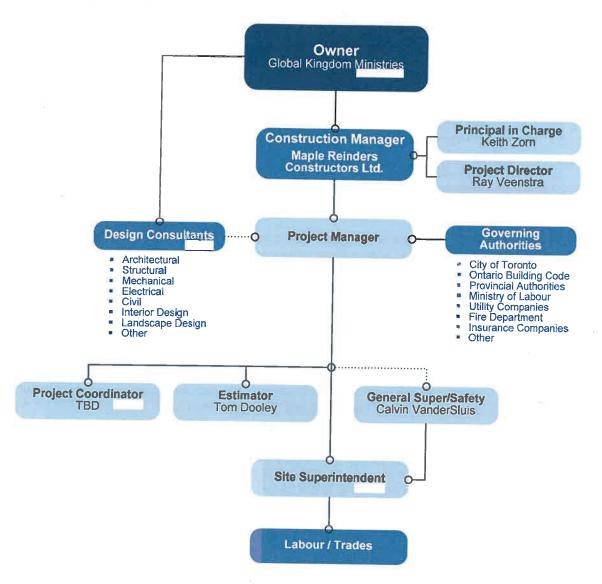
Personnel / Role	Experience Summary
Keith Zorn, GSC Principal In Charge 30 years' experience	Keith Zorn is Vice President and Division Manager of the Maple Reinders Cambridge office. He had over 30 years of construction experience and has been with the Maple Reinders Group for 18 years. His experience 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. Keith Zorn may act in the role of <i>Project Manager</i> during the Preconstruction Phase of the project.
Ray Veenstra Project Director <i>18 years' experience</i>	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.



Personnel / Role	Experience Summary
To be determined: 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.
Tom Dooley, P. Eng. GSC Estimator 21 years' experience	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.
Calvin VanderSluis, GSC General Superintendent, Master Scheduler 27 years' experience	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.
To be determined 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
Recurring Submissions		
Monthly Progress Report	Written report to be submitted to GKM	Monthly
Preconstruction Phase (assu		
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: » Cost control / budget » Phasing Plan and master construction schedule » Value Engineering Input » Ongoing review and comment on the construction documents » Coordination with Project Team to achieve milestones 	To suit
Construction Phase		
Monthly Progress Report	Monthly emailed progress report with photos submitted to GKM	Monthly
Project Meetings	 Project meeting with GKM's representative present. Review of: » Health & Safety » Project schedule / progress report with narrative » List of outstanding approvals, shop drawings, requests for information, change requests, change orders, etc. » Project budget / cash flow report » Planned and anticipated changes » Payment certificates » Outstanding agenda / minute items » Anticipated construction impacts on surrounding area 	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
D&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	
Post-Construction Phase			
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

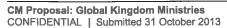
5.3 Approach to Scope and Quality

5.3.1 Commitment to Quality

<u>Design</u>

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



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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

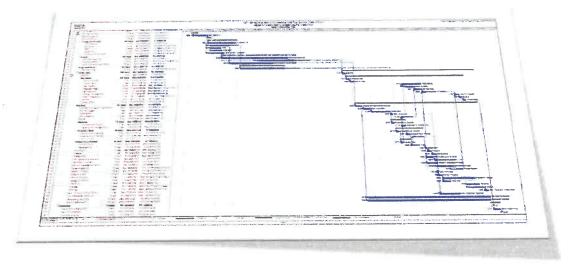
Maple Reinders can lead the commissioning process to assure and verify that the installation is functioning fully in accordance with GKM requirements, the contract documents and the design intent.

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

<u>Tenderina</u>

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 in 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
Office Personnel President of MRC Project Director Division Manager Project Manager Assistant Project Manager Chief Estimator Estimator Project Clerical	Included in Fee Included in Fee Included in Fee \$ 95 / hour \$ 85 / hour \$ 95 / hour \$ 85 / hour \$ 85 / hour \$ 85 / hour \$ 50 / hour
Site Personnel	terration and the second provide the second second
Site Superintendent Assistant Superintendent Skilled Labour Carpenter Foreman Safety Officer General Superintendent	\$ 95 / hour \$ 85 / hour \$ 65 <u>/</u> hour \$ 67 / hour \$ 70 / hour \$ 85 / hour 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**

CM Proposal: Global Kingdom Ministries CONFIDENTIAL | Submitted 31 October 2013



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

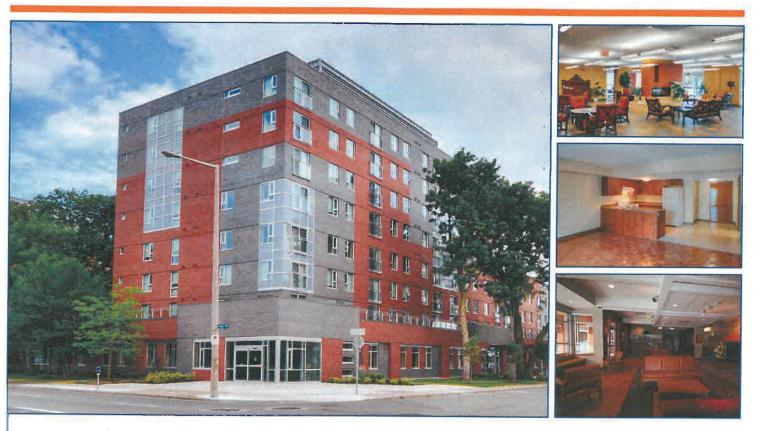
SQUARE FOOTAGE: 230,577 SF

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



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 **a**nd is a beautiful resort and retirement town. Popular for its warm summer temperatures, mild winters, low rainfails, 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



Integrity in Building Exceller

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



Integrity in Building Excellence

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



Integrity in Building Excellence



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 **a**reas were, in turn, renovated.

FAST FACTS

CLIENT: COUNTY OF GREY

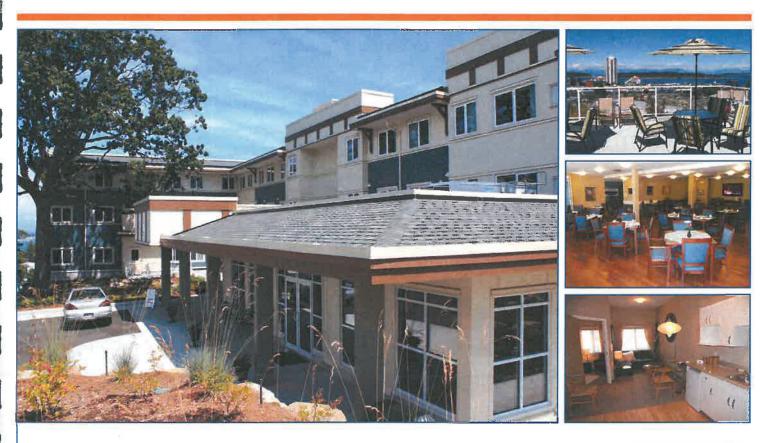
SQUARE FOOTAGE: 31,000 SF (ADDITION) 60,000 SF (RENOVATION)

CONTRACT TYPE: STIPULATED PRICE

ARCHITECT: G.M. DIEMERT ARCHITECT



Oak Tree Manor



Seniors Independent Living

3242

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

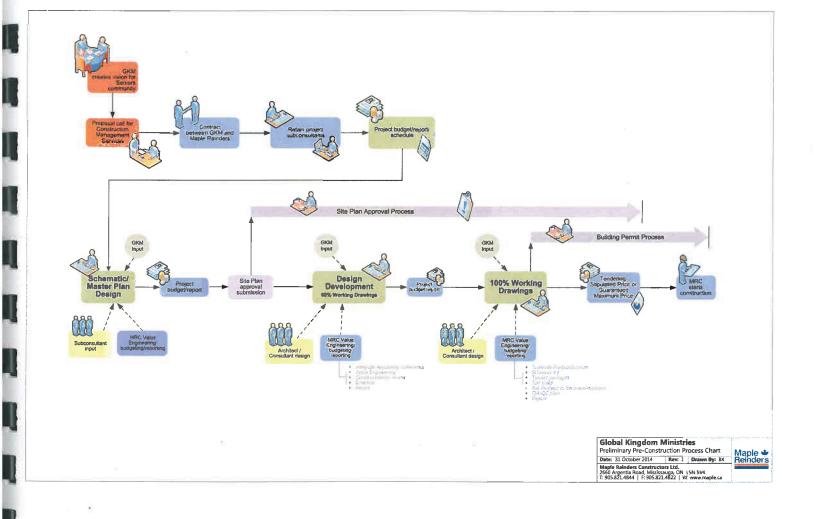
ARCHITECT: ROBERT BOYLE ARCHITECTS



Appendix B Preconstruction Process Chart

CM Proposal: Global Kingdom Ministries CONFIDENTIAL | Submitted 31 October 2013





1030 Appendix 3

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, but	Jying
		power, extensive sub-trade and supplier base, and protrack record.	oven

- **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 in 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

CM Proposal: Global Kingdom Ministries CONFIDENTIAL | Submitted 31 October 2014, Revised 8 June 2015 Page 21 | Reinders

- » 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 1st 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
Office Personnel President of MRC Project Director Division Manager Project Manager Assistant Project Manager Chief Estimator Estimator Project Clerical	Included in Fee Included in Fee Included in Fee \$ 95 / hour \$ 85 / hour \$ 95 / hour \$ 85 / hour \$ 85 / hour \$ 85 / hour \$ 50 / hour
Site Personnel Site Superintendent Assistant Superintendent Skilled Labour Carpenter Foreman Safety Officer General Superintendent	\$ 95 / hour \$ 85 / hour \$ 65 / hour \$ 67 / hour \$ 70 / hour \$ 85 / hour 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

SC1 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.

-DocuSigned by: Monica Falicim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Compensation Agreement KJK Ventures Development Management Services for Trinity Ravine Community

FEES

The following fees are agreed upon and shall be paid out to KJK Ventures ("The Consultant"), subject to satisfactory performance of services as outlined in this Agreement under the Scope of Work dated August 25, 2020. This agreement replaces the contract signed and dated March 3, 2016.

The payment schedule below is based on the Budget and Cash Flow as of July 2020.

- Monthly Fee of \$35,000 totalling \$420,000 per year.
- An additional annual fee payment of up to \$235,000 (Annual Fee Maximum):
 - The amount of the annual fee will be determined based on the project completion timelines and agreed upon metric objectives.
 - The annual fee will be reviewed in September and paid out in October of each year.
 - The annual fee will not exceed \$235,000. The annual payment for October 2021 is expected to be \$235,000.
- Total compensation to be paid from October 1, 2020 to completion (defined as 80% occupancy) will not exceed \$2,620,000.

Fees are subject to HST.

I. EXCEPTIONS TO PAYMENT

Regardless of any other provision of this Agreement, Trinity Ravine Community ("The Client") shall not be obligated to make any payment requested by KJK Ventures ("The Consultant") under this Agreement if any of the following conditions exist:

- KJK Ventures is in breach or default under this Agreement.
- The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made for the balance of the services that are performed in accordance with this Agreement.
- The total of KJK Ventures invoices exceed the maximum contract sum.

II. CHANGES TO THE SERVICES

- The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional cost and time required, if any, to perform the change.
- Upon mutual written agreement, the Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

III. TERMINATION OF CONTRACT

The contact may be terminated by either party at any time under the following provisions:

1038

- The contract may be terminated by Trinity Ravine Community provided there is consensus by both the Board of Directors of Global Kingdom Ministries Church Inc, and the Board of Directors of Trinity Ravine Community, with Ninety (90) days written notice, or pay in lieu of notice, or a combination of notice and pay in lieu of notice. The annual fee due to the Consultant will be pro-rated based on the number of months completed from October 1st of the current fiscal year and paid out at 100% of the Annual fee Maximum.
- The contract may be terminated upon giving Ninety (90) days written notice if the Consultant do not remedy a failure in the performance of their obligations under the Contract after being notified by the Client.
- The contract may be terminated at any time if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.

• By the Consultant:

- The Consultant may without cause withdraw from this Contract, by not less than Ninety (90) days written notice to the Client
- The Consultant may terminate this contract if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute within Sixty (60) days after receiving written notice from the Consultant that such payment is overdue

IV. TERMINATION OF PROJECT

- Should the Trinity Ravine Community project be terminated for any reason, including financial feasibility, the Consultant will be provided with a final payment equivalent to Three (3) months of Monthly Fees, in full and final settlement of all matters pertaining to the project.
- In the case of Project suspension, the Consultant retains the exclusive right to continue providing its services once the Project is recommenced.

V. CONFLICT OF INTEREST

 Client acknowledges that Consultant provides similar services for a broad range of other companies/clients and agrees that Consultant shall be free to work for other companies/clients in matters that do not involve the use of any Proprietary Information or Confidential Information that has been disclosed by Client under the terms of this Agreement or do not directly relate to the specific Services provided by Consultant to Client under this Agreement

VI. INTELLECTUAL PROPERTY

• All Intellectual Property including but not limited to all inventions, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, created or developed by the Consultant specifically for Client in the course of performing under this Agreement or which utilizes Client

Confidential Information or is specifically related thereto shall be the exclusive property of Client.

- Consultant hereby assigns to Client all right, title, and interest in all such Intellectual Property, free and clear of all liens, claims, and encumbrances, and shall take any actions, including but not limited to the execution of documents, reasonably requested by Client and at Client's expense, to effect the purposes of the foregoing.
- Notwithstanding the foregoing, each party will retain exclusive interest in, and ownership
 of its Intellectual Property developed before this agreement or developed outside the
 scope of this agreement

VII. INDEMNIFICATION AND INSURANCE

Indemnification

The Consultant shall indemnify and hold harmless the Client and/or the Board of Directors from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract

• Insurance

 The Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant

VIII. DISPUTE AND ARBITRATION

- The parties agree to seek to resolve any dispute or difference of any kind whatsoever arising between them under or in relation to the Contract or the subject matter thereof amicably before referring any such dispute or difference to any Committee set up to look into the dispute
- If the parties fail to resolve any dispute or difference amicably or via the Committee within fourteen (14) days of the date of the first meeting, the dispute or difference shall (on the basis that a party wishes to pursue the dispute or difference) be referred to an arbitration in accordance with Ontario Arbitration Act, 1991.

KJK Ventures Inc.

SignNow e-signature ID: 45ce6735e5... Kerra Kalicteen^{UTC} Date: Oct 05, 2020 Global Kingdom Ministries Inc.

(Trinity Ravine Community Inc.)

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Director Date:

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All dates expressed in MM/DD/YYYY (US)

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All dates expressed in MM/DD/YYYY (US)

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Appointment of KJK Ventures

CEO and Developer for

Trinity Ravine Community Apartment Rentals Project

(AMENDED FROM CONTRACT DATED MARCH 2016)

Date: August 25, 2020

PURPOSE

The CEO and Consultant of Trinity Ravine Community (TRC) is to provide entrepreneurial development expertise to TRC to unlock the value of its real estate holdings with a view to enhancing and furthering its ministry objectives with a mandate that over time:

- Undertakes catalytic development opportunities through a master plan
- Creates a profit from all development activity and an acceptable return on investment
- Ensure project is completed on time and on budget and can sustain its self over time
- Creation of campus which is suited to the philosophy and environment of TRC

PRIMARY RESPONSIBILITIES OVERALL PROJECT CO-ORDINATION

- Development of master plan for real estate
- Coordinate the feasibility analysis, development , construction , and transition from construction to operations of the project based on the direction from TRC Board
- To be TRC's representative within the approved delegated authority -for all matters pertaining to the development and implementation of the Master Plan and construction apartment rental complex including multi-layer parking garage

COMMUNICATION -Report to the Board monthly

- To provide information for all stages of development so that rational reasoned decisions can be made
- Provide options and strategies as project progresses
- Gain approvals at specific "gates"
- Implement the Board's decisions in a timely and cost effective manner ensuring risks are mitigated



- Make presentations to all stakeholders (Board, Membership , Financial Institutions, Consultants, Interested Parties etc.)

COORDINATE DEVELOPMENT TEAM

- Build a team that would provide the base of development and work with external consultants for development
- Hire all necessary staff and consultants
- Advise the Board on the selection of consultant services that are required.
- Recommend communication and reporting procedures for all consultants
- Represent the Board in the tendering for, selecting, and working with other parties, including government staff, financial institutions, builder, lawyer, architect, auditor, technical consultants, environmental specialist, appraisers, planners, suppliers and other organizations or individuals which provide direct services to the development.
- Coordinate consultants within specified timelines

PROJECT DEVELOPMENT:

PHASE 1 - Preliminary Project Plans

- Prepare development plan
- Identify and hire market focus group which will provide information for planning Work with TRC focus team to develop and overall master plan for the property
- Conduct some baseline financial analytics to present a reasoned plan for development
- Work with Construction Manager to prepare a pre-construction development budget
- Work with Project Architectto identify suite and building features and requirements
- Work with all consultants to determine size, location, and servicing requirements necessary to accommodate project
- Determine whether cost, zoning, location, soils conditions, services and environmental status are appropriate for development and make recommendations to Board
- Select architect, construction manager and solicitor
- Work with solicitor to implement new corporation and organization Co-ordinate preparation of Lease / Rentals Agreements
- Co-ordinate preparation of marketing and education plan Co-ordinate preparation of concept drawings / site plan
- Work with TRC team municipal approvals process



- Assist in the development of preliminary rental rates
- Prepare preliminary operating budgets
- Work with consultants in preparing monthly occupancy fee calculations
- Select and appropriate marketing consultant and marketing campaign
- Work with the bank and secondary lender in obtaining financing for project

PROJECT DEVELOPMENT

PHASE 2 - Final Project Plans

- Coordinating all feasibility studies including planning assessment, building program, land appraisal and environmental and geotechnical assessment Develop budgets for technical consultants and working to ensure design meet development concept
- Coordinate consultants reports
- Provide overall co-ordination of the design process
- Complete the final pro-forma development budget
- Work with consultants to prepare final Life Lease selling prices and operating budget and monthly occupancy fee calculations
- Prepare and present to Board preliminary management plan including job descriptions
- Review with Board project feasibility with client and advise on viability of proceeding to final working drawings
- Work with architect and Construction Manager on final drawings, specifications and tender documents
- Coordinate final pricing
- Prepare and present final development and operating budgets Implement construction contract
- Work with consultant on Lease Occupancy Agreements and collection of residents deposits

Marketing and Lease / Rentals

- Hire the necessary leasing staff for the lease rental center, ensure the right training and processes are in place for successful completion
- Provide the necessary guidance for the leasing team in developing the most appropriate strategy
- Monitor all leases
- Coordinate and all marketing and leasing functions



PROJECT DEVELOPMENT

Funding:

- Select the brokerage team to assist with the financing options
- Develop financing options and work with lenders to ensure project is funded
- Assess term sheets and the selection of lenders
- Provide information for lending commitment
- Provide oversight and payment review through construction and advancing process

PHASE 3 – Construction

Pre- Construction:

- Hire a construction rep
- Review project budget prepared by construction manager
- Review the project master schedule prepared by Construction Manager and architect
- Set in place communication strategy for the design and construction teams and required approvals for payment and change orders
- Preparing for construction: approval for construction contract documents prepared by technical consultants organize
- Ensure that architect has the following documentation in place: contract drawings and specifications; WCB Clearance Certificate; executed Construction Contract; Performance and Labour and Materials Payment Bonds; Building Permit; construction schedule; and, mortgage documentation
- Provide oversight for the procurement and bidding
- Approve all contracts and ensure executed in accordance with terms

During construction:

- provide accounting framework for tracking capital expenditures calculate and submit mortgage advances , as required
- monitor projected capital costs and inform Board of any differences from project budget
- monitor projected construction schedule with other consultants to keep project on time and keeping on schedule
- attend monthly construction meetings implement management plan
- prepare occupancy schedule and coordinate preparation of closing Documentation



Upon completion of construction:

- coordinate closeout of Lease / apartment rentals
- coordinate preparation of all closing documentation necessary for occupancy liaise with purchasers and their solicitors to implement closings
- work with Architect in developing and monitoring a plan to follow-up on construction problems, deficiencies and monitor corrective action
- make sure project documentation is provided by Architect , including warranties, guarantees , and other material provided by builder is transferred to client
- work with Solicitor developing property management forms and procedures including Lease and Rental Agreements, replacement reserve policies and procedures, residents' policies

PHASE 4 - Occupancy:

- assist client coordinating move-in schedule
- ensure that a final inspection of the building components occurs prior to the expiration of the warranty period.
- advise of operating budget setting process
- explain operating costs and revenues calculations advise on administration of marketing strategy
- assist with office set up: filing, equipment, and furnishings
- help implement management plan (address staffing, office set up, administrative procedures, maintenance plan and procedures, communication within Board and by-law requirements)
- advise and help with procedures for selecting, training and evaluating staff or tendering for property management services, including preparation of job descriptions
- help the Board understand its obligations as a non-profit corporation and coordinate solicitor's input as required
- help client establish a spending policy and outline signing/contract authorities develop procedures for annual planning, goal setting and board elections for Annual General Meeting.
- help develop committee plan
- coordinate insurance requirements and assist client to determine insurance coverage requirements and select property and liability insurance
- help prepare resolution on resident involvement





- Oversee the distribution bylaws, handbooks , newsletters and other information

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This is Exhibit "Q" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

DocuSigned by: Morrica Falucim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Standard Form of Contract for Architect's Services

OAA 600-2013

FOR

Life Lease Apartments and Parking Garage for TRINITY RAVINE TOWERS (GLOBAL KINGDOM LIFE LEASE) Scarborough, ON

OAA 600-2013

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* List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.

AGREEMENT

A1	This contract made as of the	<u>31</u> day of the	month of March	in the year <u>2015</u> .
A2	between the <i>Client</i> :	TRINITY RAVINE TOW 1250 MARKHAM ROAI SCARBOROUGH, ON		
A3	and the Architect:	REINDERS + RIEDER 57 MILL STREET NOR BRAMPTON, ON, L6X	TH, UNIT 201	
A4	for the following <i>Project</i> :		nts complete with ancillary spaces and u larkham Road in Scarborough (adjacen	
A5	The owner, if other than the C	<i>lient</i> , is:	as above	
A6	The Client's budget for Consta	ruction Cost is: \$		
A7	The Client's anticipated dates	for construction are as	follows:	
	.1 Commencement of constru	ction:	to be determined	
	.2 Substantial Performance of	the Work:	to be determined	
A8	The anticipated construction d contractor are:	elivery type and antici	pated construction contract between	the owner and the
	.1 Delivery type:		design/bid/build	
	.2 Construction contract:		construction management	

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect*'s services and the *Architect*'s compensation.

A10 The Architect shall coordinate the services of the following Consultants:

.1 engaged by the Architect

Structural Engineer Mechanical Engineer Electrical Engineer Landscape Architect .2 engaged by the *Client* Ontario Land Surveyor Geotechnical Engineer Planner Traffic Consultant Environmental Engineering

A11 For the Architect's services the fee shall be computed as follows: (refer also to GC11)

Schematic Design (F1) per diem using the hourly rates below.

Lump sum (F2) of 2.65% of Construction Costs for the following services: Note the percentages below represent the portion of the fee after the Master Plan and Schematic Design Phase have been completed:

Design Development Phase	15%
Construction Documents Phase	55%
Bidding or Negotiation Phase	5%
Construction Phase	25%

Subtotal 2.65% of construction costs 100%

(Note: should the second tower be the same as the first tower, the fees to be reduced to 50% for the design work of the second tower).

The hourly rates (F3) for additional work outside of the scope of servcies listed in this contract are as follows: Junior Architect/Engineer \$ 75.00/hr

Intermediate Architect/Engineer	\$ 80.00/hr
Senior Architect/Engineer	\$ 95.00/hr
Junior Technician	\$ 60.00/hr
Intermediate Technician	\$ 75.00/hr
Senior Technician	\$ 80.00/hr
Principal	\$ 125.00/hr

Work scope denoted "CM" in schedules below denotes work completed by Construction Manager that is retained separated by the Client.

A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(<u>0.00</u> %)
Design development phase	(<u>15.00</u> %)
Construction documents phase	(55.00%)
Bidding or negotiating phase	(5.00%)
Construction phase	(25.00%)
Total	(100.00 %)

- A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.2.
- A14 The rate for calculating automobile travel costs shall be \$ 0.55 per kilometre.
- A15 The Client shall pay to the Architect, upon execution of this contract, a retaining fee in the amount of \$0.00 . This retaining fee shall be credited against the Architect's last invoice and is the minimum payment that the Client must pay the Architect under this contract.
- A16 The *Client* shall pay the *Architect upon* receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.
- A17 An unpaid invoice shall bear interest, calculated monthly at the rate of <u>18.00</u> % per annum, commencing <u>30</u> days after the date that the *Architect* submits the invoice.

DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the Work to the Client to construct all elements of the Project designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The Construction Cost does not include the compensation of the Architect and the Consultants, land cost, land development charges or other professional fees, which are the responsibility of the Client.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the Client or the Architect to provide services supplementary to those provided by the Architect.

Consultant Coordination consists of:

- managing the communications between Consultants and with the Client, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the Work to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the Construction Cost to cover unknowns or changing factors of cost and include: (1) escalation Contingency to cover price escalation from the time of an estimate to the time of bidding, (2) design Contingency for design development factors prior to construction and (3) construction Contingency to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect. Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total Construction Cost as defined, based on current area, volume or similar conceptual techniques and includes Contingencies as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the Work identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the Work may be the whole or a part.

Substantial Performance of the Work means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

Work means the total construction and related services required by the construction contract documents.

5

GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

1.1 The Architect shall provide professional services as identified in this contract and shall:

- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
- .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
- .3 identify a representative authorized to act on behalf of the Architect with respect to the Project,
- .4 include the Consultant Coordination of all Consultants engaged by the Architect and those other Consultants engaged by the Client listed in Article A10.2,
- .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
- .6 utilize key personnel where so identified and request the *Client*'s approval of any change, which approval shall not unreasonably be withheld,
- .7 maintain the confidentiality of information so identified and provided by the Client, and
- .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect*'s professional judgment with respect to the *Project*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

2.1 The Architect's basic services consist of those services performed by the Architect, the Architect's employees, and the Architect's Consultants set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these Consultants are engaged by the Architect.

(Indicate in the table below each basic service to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	Review Program - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	х	F1	
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by- laws and where necessary review the same with the authorities having jurisdiction.	Х	F1	
.3	Prepare Initial Evaluation - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .	X	F1	
.4	Review Initial Evaluation - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	х	F1	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	Preliminary Concept Design - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	х	F1	
.6	 Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i>, prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: Site Plan Spatial Relationship diagrams Floor Plans Elevations Building Sections Outline Specifications 		F1	
.7	<i>Estimate of Construction Cost</i> - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.	х	F1	
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	Х	F1	
	DESIGN DEVELOPMENT PHASE			
.9	 Design Development Documents - Based on the Client's approved schematic design documents and agreed Estimate of Construction Cost, and any Client's authorization or adjustments in the Project requirements and the budget for the Construction Cost prepare for the Client's review and approval, design development documents, drawing and other documents to describe the size and character of the Project including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: Site Plan Floor Plans Elevations Building Sections Project brief detailing area calculations, building systems and outline specifications 	х	F2	
.10	Continue Review of Applicable Codes - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	Х	F2	
.11	Update Estimate of Construction Cost - Prepare and submit to the Client for approval an updated Estimate of Construction Cost.			СМ
.12	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	x	F2	
	CONSTRUCTION DOCUMENTS PHASE		and the second sec	* Ungegymnings met cité agreering
.13	Drawings and Specifications - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	x	F2	

2.1	ΠΕΜ	Service Provided:	Fee Reference:	Comments
.14	Review Applicable Codes - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	X	F2	
.15	Bidding Information - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	x	F2	
.16	Update Estimate of Construction Cost - Update the Estimate of Construction Cost.			СМ
.17	Submit Construction Documents - Submit the Construction Documents to the Client, advise the Client of any adjustments to the Estimate of Construction Cost, including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the Client's approval.	x	F2	
	PERMITS AND APPROVALS			
.18	Building Permit Application - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	х	F2	
	BIDDING/NEGOTIATION PHASE			
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction</i> <i>Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	х	F2	СМ
	CONSTRUCTION PHASE			
.20	General Review - Provide General Review services during construction; examine, evaluate and report upon representative samples of the Work; keep the Client informed of the progress and quality of the Work; report defects and deficiencies in the Work observed during the course of the site reviews; and report in writing to the Client, contractor and chief building official.	X	F2	
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and Consultants, where appropriate, to review the progress of the Work.	Х	F2	$k_{i}^{-1} = 0$
.22	WSIB Certificates, Bonds and Insurance Policies - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client</i> 's bond and insurance advisors to review.	x	F2	
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .	Х	F2	
24	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	Х	F2	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	Payment Certification - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	x		OWNER
.26	Construction Contract Documentation Interpretation - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	X	F2	
.27	Shop Drawings and Submittals - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	x	F2	
.28	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	х	F2	
.29	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process accordingly.	X	F2	
.30	Proposed Change Notices/Change Orders and Change Directives - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client</i> 's approval and signature in accordance with the construction contract documents.	х	F2	
.31	Inspection & Testing Services - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	Х	F2	erfer - Africa Anna e una gen y con i de conservatione quere
.32	Substantial Performance and Completion - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> and a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	x	F2	
.33	Contractor's Documentation at Completion - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.	х	F2	
.34	Takeover Procedure - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	х	F2	-stanic-ong ngapaga y s
.35	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of Substantial Performance of the Work, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the Work in accordance with the construction contract between the owner and contractor.	X	F2	

GC3 PROVISION OF ADDITIONAL SERVICES

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A 11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	PRE-DESIGN SERVICES			
.1	Pre-Design Study - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			NOT APPLICABLE
.2	Multiple Sites – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			NOT APPLICABLE
.3	Programming – Provide analyses of the <i>Client</i> 's needs and prepare a written Program of Requirements as described in GC4.1.	Х	F1	
.4	Verifying Drawings - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	х	F1	
.5	Measured Drawings - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.	Х	F1	
.6	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3			OWNER
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.7	Detailed Estimates of Construction Cost - Provide detailed Estimates of Construction Costs.			СМ
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			СМ
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the Construction Cost.	Х	F3	
.10	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	1		OWNER
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client</i> 's inventoried FF&E.			OWNER

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	Signage - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	Х	F3	
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.	Х	F3	
.14	Marketing - Prepare promotional presentations or special marketing materials.	Х	F3	
.15	Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .	х	F3	
.16	Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			BY OTHERS
.17	Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.			NOT APPLICABLE
.18	Value Engineering - Provide services in connection with value engineering or analysis.			CM
	PERMITS AND APPROVALS			
.19	Special Approvals of Authorities - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:	andre see and a		
.1	Zoning or Land Use Amendment:			OWNER
.2	Committee of Adjustment or variance from by-laws:	Х	F3	
.3	Site Plan Approval:	Х	F2	ydo ydd d omydedydyr fyrd Brydd
.4	Other Approvals: (list and describe)			
	BUILDING PERMIT	Х	F2	
	BIDDING/NEGOTIATION PHASE			
.20	Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client</i> 's decision.			BYCM
.21	Multiple Bid Packages - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			BYCM
.22	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	Х	F3	
	CONSTRUCTION PHASE			
.23	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.	X	F3	

11

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	Multiple Contracts - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.	a di malan di Antonio Pr		BY CM
.25	Multiple Phases - Provide services in connection with multiple phased occupancies.	Х	F3	
.26	Client's Own Forces - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .	10 ⁰ 100 1007		BY CLIENT
.27	Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	Х	F2	
.28	Record Drawings - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	Х	F3	
.29	Commissioning - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation	X	F3	

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client*'s written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

- .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client*'s Program of Requirements or budget for *Construction Cost*;
- .2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client*'s schedule, or the method of bidding or negotiating and contracting for construction;
- .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;
- .4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;
- .5 due to changes required as a result of the Client's failure to render decisions in a timely manner;
- .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;
- .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;
- .8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;

- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the Client in connection with any mediation, arbitration proceeding, or legal proceeding; or
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.

GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
 - .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
 - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous* Substances or Materials present at the *Place of the Work*, ground corrosion and resistively tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
 - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
 - .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect*'s services;
 - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
 - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
 - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

- .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
- .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
- .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.
- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
 - .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
 - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 5.1 The Client's budget for the Construction Cost is provided initially and may be adjusted throughout the Project as required under GC 4.2. Initial evaluations of the Client's budget for the Construction Cost, the preliminary Estimate of Construction Cost and updated Estimates of Construction Cost where prepared by the Architect, represent the Architect's judgement as a design professional. It is recognized however that neither the Architect nor the Client has control over the cost of labour, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Construction Cost or from any Estimate of Construction Cost or evaluation prepared or agreed to by the Architect.
- 5.2 If at any time the Architect's Estimate of Construction Cost exceeds the Client's budget for the Construction Cost, the Architect shall make appropriate recommendations to the Client to adjust the Project's size, quality or budget for the Construction Cost, and the Client shall cooperate with the Architect in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
 - .1 written approval of an increase in the budget for the Construction Cost, or
 - .2 authorization for re-bidding or re-negotiating of the proposal, or
 - .3 co-operation with the Architect in revising the Project size or quality as necessary to reduce the Construction Cost, or
 - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

Architect, then the Client may require the Architect to modify the Construction Documents or provide other services necessary to reduce the Construction Cost to within 15% of the latest agreed Estimate of Construction Cost for no additional fee. Such modification of the Construction Documents to that extent shall be the limit of the Architect's responsibility under GC5.5.3, and having made such modifications, the Architect shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

GC6 CONSTRUCTION PHASE SERVICES

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client*'s representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.
- 6.2 When engaged for services during the construction phase the Architect shall:
 - .1 be a representative of the Client;
 - .2 advise and consult with the Client;
 - .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
 - .4 forward all instructions from the Client to the contractor;
 - .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect*'s opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
 - .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.
- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:
 - .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
 - .2 the results of any subsequent tests required by or performed under the construction contract documents;
 - .3 minor deviations from the construction contract documents being corrected prior to completion; and
 - .4 any specific qualifications stated in the certificate for payment.
- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

7.1 Copyright for the Architect's Instruments of Service belongs to the Architect. The Architect's Instruments of Service shall remain the property of the Architect whether the Project for which they are made is executed or not, and whether or not the Architect has been paid for the services. Alteration of the Architect's Instruments of Service by the Client or any other person is prohibited without a written license from the Architect.

- 7.2 Submissions or distribution of the Architect's Instruments of Service, including all Electronic Documents, to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the Architect's Instruments of Service may be used only for the purposes intended and for a one-time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without the express written consent of the Architect. The Architect's Instruments of Service, including non-editable Electronic Documents, may be used for renovations, additions or alterations to this Project, but shall not be used for renovations, additions or alterations to any other project without a written licence from the Architect permitting the use of the Instruments of Service for such additional purposes.
- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

- 8.1 The Architect carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect*'s duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client*'s expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The Architect shall not:
 - .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
 - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
 - .4 be responsible for any and all matters arising from Toxic or Hazardous Substances or Materials, and
 - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The Client acknowledges that either the Architect or the Client may engage Consultants on behalf of and for the benefit and convenience of the Client; and agrees that the Architect shall not be liable to the Client, in contract or in tort, for the acts, omissions or errors of Consultants engaged by the Client identified in Article A10.2 or the Consultants described in GC 4.3 engaged on behalf of the Client. Nothing in this clause shall derogate from the Architect's duty of Consultant Coordination.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect*'s services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The Architect may suspend services on the Project:
 - .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the Architect's invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
 - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the Architect given by GC9.3 are in addition to and not in substitution for any other rights the Architect may have under this contract or otherwise for non-payment of the Architect's invoices by the Client.
- 9.6 In the event of a suspension of services, the Architect shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the Architect shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the Architect shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The Architect's fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect*'s contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
 - .1 completion of the services
 - .2 termination in accordance with GC10.
 - .3 one year from the date of certification of Substantial Performance of the Work, or
 - .4 one year from the date of completion of the Work.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

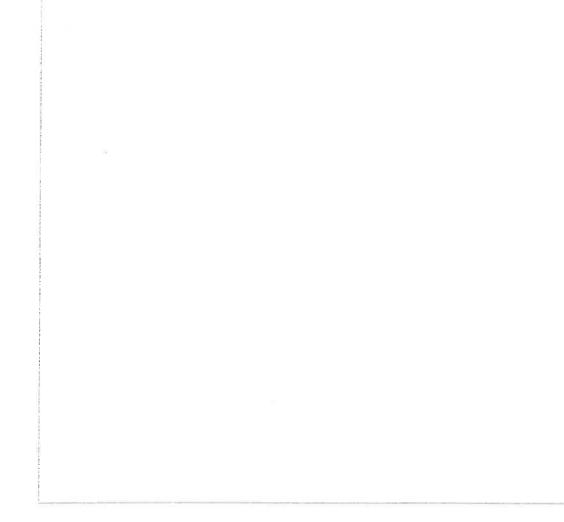
GC11 PAYMENTS TO THE ARCHITECT

- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect*'s *Consultants* in the interest of the *Project*:
 - .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of Instruments of Service, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the Client;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
 - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
 - .7 other Project related expenses approved by the Client prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client*'s budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:
 - .1 a contract for the provision of the Architect's services up to and including the commencement of the Work; and
 - .2 a contract for the provision of the Architect's services after the commencement of the Work.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, 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.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The Architect shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the Architect and the Architect's Consultants at the Place of the Work. In some instances the Client may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the Project.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

The Client and the Architect agree as set forth in the following other terms:



This contract is entered into as of the day and year first written above.

......

CLIENT (Signature)

ARCHITECT (Signature)

GLENN REINDERS, PRINCIPAL

(Printed name and title)

(Printed name and title)

This is Exhibit "R" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

– 18 –

-DocuSigned by: Monica Falicim

A927328446B742A... Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

October 13, 2021

Trinity Ravine Community Inc.

Re: Commission Agreement - For the sale or Joint Venture Agreement of the property municipally known as 1256 Markham Rd with Legal Description as per Schedule A

By this letter, Trinity Ravine Community Inc (the "Vendor") hereby agrees to pay Cushman & Wakefield ULC Brokerage ("CW") a commission in the amount of \$528,000 (the "Commission") for the successful completion of the above transaction or successful completion of joint venture agreement that Cushman and Wakefield ULC., Brokerage introduces between the Vendor and Nahid Corp or any subsidiaries or associated companies of Nahid Corp. This commission agreement is valid until March 31, 2022.The payment of the Commission shall be based upon the following:

- (i) Any applicable taxes shall be in addition to the said Commission; and
- (ii) The Commission shall be one hundred percent (100%) earned by and one hundred percent (100%) payable to Cushman & Wakefield ULC., Brokerage within five (5) business days of closing of this transaction and a successful completion of a joint venture agreement.

Please acknowledge your acceptance of this agreement below and return one copy of this letter to my attention.

Yours truly,

Dave Stevens Senior Associate Cushman & Wakefield 3100 Steeles Ave E Suite 1100 Markham, Ontario L3R 8T3

Accepted this 12 day of November, 2021

Per: Kern Kalideen

LEGAL 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 SUBJECT TO AN EASEMENT OVER PART 11 66R31325 AS IN TB268009 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, PART 9, 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 This is Exhibit "S" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 19 -

----- DocuSigned by:

Monica Fahrim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Order Package Acceptance Agreement

Customer Name/Address:

GLOBAL KINGDOM MINISTRIES INC. 1250 MARKHAM ROAD TRINITY RAVINE TOWER SCARBOROUGH, ON M1H 2Y9

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00520934 time stamped 09/19/19 03:01 PM).

For the items covered by a KMBS billed maintenance contract, Customer's signature below also acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated May 1, 2016)', available in hardcopy upon request or online at http://www.konicaminolta.ca/MaintenanceTerms, terms of which are incorporated into this Agreement. KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative	KMBS Representative
Name:Tom Lodu	Name: ANU SHARMA
(Please Print)	(Please Print)
Signature:	Signature: Ampany
Title: Operations	Date: SEPT 19, 2019
9/20/2019 Date:	KMBS Manager
	Name:
	(Please Print)
	Signature:
	Date:
	TA BUSINESS SOLUTIONS (CANADA) LTD. AUGA, ON L4W 0E1 (905)890-6600 www.konicaminolta.ca Form 3022L-090115-0S



Premier Lease Agreement

APPLICATION NUMBER 684412 AGREEMENT NUMBER

The words Customer, you and your, refer to the customer identified below (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Business Solutions (Canada) Ltd. The Lessor, together with its subsidiaries, is referred to as the 'Supplier'. Konica Minolta Premier Finance is a registered business name and a program of the Lessor.

CUSTOMER INFORM	ATION				
FULL LEGAL NAME GLOBAL KINGDOM M	INISTRIES INC.		STREET ADDRESS 1250 MARKHAM ROAD TRINITY RAVINE TOWER		
CITY	PROVINCE	POSTAL	PHONE	FAX	
SCARBOROUGH	ON	M1H 2Y9	647 876 5433	416 439 5422	
BILLING NAME (IF DIFFERENT FRO	MABOVE)		BILLING STREET ADDRESS		
CITY	PROVINCE	POSTAL	E-MAIL TOMLODU@TRINITYR	AVINE.COM	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Customer One Guarante MAKE / MODEL NO. /	ipment leased in th	is Agreement is covered	dundan Kanisa Minalata	0
Customer One Guarante MAKE / MODEL NO. /		is Agreement is covered	d under Kenier Mineltele	•
MAKE / MODEL NO. /	ee. A copy of the G		d under Konica Minoita's	
		uarantee can be obtaine	ed at your local branch	CUSTOMER ONE GUARANTEE
	ACCESSORIES	including Software D	escription and Supplier / Li	censor if applicable)
1 - BIZHUB C300I CC	PIER/PRINTER			
1 - DF-714 DUAL SCA	AN DOCUMENT F	EEDER		
1 - PC-416 PAPER F	EED CABINET			
1 - FS-533 FINISHER	(50-SHEET INNE	R STAPLE FINISHER)		
	the second s	See attached 'Schedule A' for ad	Iditional Equipment / Accessories / Softwa	are
TERM AND PAYMEN	T SCHEDULE			
TERM IN MONTHS 66	# of payments 22	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
00	22	Quarterly Monthly	s 459.00	¢
Konica Minolta Business	Solutions (Canada) Ltd.			
CUSTOMER ACCEPT	ANCE	AUTHORIZED SIGNER		TITLE DATED
GLOBAL KINGDOM M FULL LEGAL NAME OF CUSTO	INISTRIES INC. MER (as referenced above)	AUTHORIZED F1D8846	gned by: MCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	9/20/2019 DATED
	10	OM LODU PRINT NAME		F OPERATIONS OFFICER
CONTINUING GUARA	ANTEE			
As additional inducement for us to enter i	promptly. You agree that we may	by make other arrangements including con nder this Lease. We do not have to notify	mpromise or settlement with you and you waive all de y you if the customer is in default under this Lease. ons of the Lease. If it is necessary for us to proceed	r will make all payments and meet all obligations required un efenses and notice of those changes and presentment, dema if the customer defaults, you will immediately pay in accorda d legally to enforce this guarantee, you expressly consent to
and protest and will remain responsible for with the default provision of this Lease a	Il sums due under the terms of th n 19 (on reverse) and agree to p	ay all costs, including legal fees and disl		tee. It is not necessary for us to proceed first against you,

See reverse side for additional terms and conditions

s	Schedule "A"	APPLICATION NO. 684412	AGREEMENT NO	D. SCHEDULE NO.
KONICA MINOLTA				
This Schedule "A" is to be attached to a undersigned and Konica Minolta Busine	and become part of the ite ass Solutions (Canada) L	em Description for the Agr td.	reement dated	by and between the
MAKE / MODEL NO. / ACCESSORIES (including Softwa	are Description and Supplier / Licer	nsor if applicable)	Serial Number	Start Meter Read(s)
1 - PK-519 PUNCH KIT (2/3 HOLE -	FOR FS-533)			
1 - ESP DIAGNOSTIC POWER FILT	ER 120V/15A			
1 - FK-514 FAX KIT (1ST/2ND LINE	S)			
LESSOR ACCEPTANCE				
Konica Minolta Business Solutions (Canad	a) Ltd.			
An a characteria della della della della della contra en essenzia di Contragente della di Antonia dalla della				
LESSOR	AUTHORIZED SIG	NER	TITLE	DATED
CUSTOMER ACCEPTANCE				
		Deputiened by:		
GLOBAL KINGDOM MINISTRIES		DocuSigned by:		9/20/2019
FULL LEGAL NAME OF CUSTOMER	AUTHORIZE			DATED
	TOM LODU		CHIEF OPERA	TIONS OFFICER
GLOBAL KINGDOM MINISTRIES I	NC. X	-1D884686EAF4ED		

DocuSign Envelope ID: 37BC8265-BE46-4780-940C-0A78F9070884

4 ins. Lessor hereby leases to Customer, and Customer hereby leases from Lessor, the equipment described on the first page of this Lessor (a S09,055m0 93 are in the first page of this Lessor (a S09,055m0 93 are in the source of the customer in the for the purpo parts, accessories, replacements, additions and accessions, tangible or intangible, now and hereafter relating thereto or affixed thereon (collectively the "Equipment").

2 COMMENCEMENT This Lease shell commence on the date on which the Lessor accepts this Lease (*Acceptance Date") and shall continue from the first scheduled Payment (defined below) until the end of the Term The Customer confirms that it has received the Equipment in sallsfactory operating condition as evidenced by Customer's signature on a Delivery and Installation document. Upon acceptance by Lessor, this Lesse constitutes a binding agreement.

3. CHARGES: As consideration for the lease of the Equipment during the Term, Customer agrees to pay to Lessor periodic rent payments (each a "Payment") in the amounts and Frequency set out on the first page of this Lease, commencing on the first scheduled Payment date and continuing on the same date of each successive Frequency period throughout the Term Lessee hereby acknowledges and consents that the costs for the installation and deployment of software related to the Equipment have been included in the Payment. Lessor will advise Customer of the date of the first scheduled Payment. Customer's obligations to make Payments and other amounts hereunder to Lessor shall be absolute and unconditional and Customer will not assert against Lessor any claim by way of abatement, reduction, defense, set-off, compensation, counterclaim or the like which Customer will have, whather under any service or maintenance agreement or otherwise at law or equity, including without limitation in respect of Konica Minolta's Customer One Guarantee, Customer will also pay a pro rata Payment for the period between the Acceptance Date and the date of the first Payment.Customer's obligation to make Payments when due is not conditional on Customer's receipt of Lessor's Invoice. Customer also agrees to pay to Lessor an administration fee of fifty dollars (\$50.00) for initial administrative costs. When a Payment or other amount owing under this Lesses is not paid when due, Customer also agrees to pay Lessor a late fee of ten dollars (\$10.00) for acht month or partial month during which such association to make Payment (as set out on the first page of this Lesses to pay Lessor a late fee of ten dollars (\$10.00) for acht month or partial month during which such association to make Payment (as set out on the first page of this Lesse) is non-annum, calculated and compounded monthly, and payable on demand. Customer also agrees to pay Lessor a returned charge of fifty dollars (\$50.00) payable on demand for each dishonored cheque. Any Advance Payment (as set out on the first page of this Lesse) is noninterest bearing and will be applied by Lessor to the Customer's Payment obligations in reverse order of maturity

4. OTHER IMPORTANT TERMS: Customer cannot cancel, terminate or amend the terms of this Lease for any reason whatsoever, including Equipment failure, loss or damage. Customer selected the Equipment and the Supplier. Lessor purchased the Equipment solely in accordance with Customer sinstructions. Customer is leasing the Equipment 'as is'. Lessor is not responsible for Equipment failure or the Supplier's acts, or for any service, repairs or installation. Customer agrees there are no representations, warranties or conditions (express, implied or otherwise) whatsoever from Lessor with respect to the Equipment including, without limitation, as to its condition, merchantability, design or fitness for any particular purpose. To the extent that they are assignable, Lessor assigns to Customer for the Term, without recourse to Lessor, all warranties from the Supplier in respect of the Equipment. Customer shall use the Equipment solely for business purposes and not personal or household purposes. Customer shall use the Equipment in a careful and prudent manner and not for any unlawful purposes and shall, at Customer's expense, comply with and conform to all applicable laws and manufacturer or Supplier recommendations relating to the possession, use and maintenance of the Equipment. Customer will not subject the Equipment to corrosive, attrasive or other abnormal working conditions without Lessor's prior written consent. Customer may not move the Equipment from the address indicated on the first page of this Lease without the prior written consent of the Lessor. Lessor shall have the right during normal business hours to enter Customer's premises to inspect the Equipment

5. INSTALLATION AND REPAR: Customer shall, at its expense, by a party acceptable to Lessor, be responsible for (a) Equipment delivery, installation, de-installation and re-delivery, (b) Equipment maintenance, servicing and repair (including replacement parts) ("Maintenance"), and (c) keeping the Equipment In good repair, condition and working order. Customer shall not make any alterations, additions or improvements to the Equipment without the prior written consent of the Lessor. All such alterations, additions or improvements shall be at Customer's expense and shall belong to, and become property, i.e.sor immediately upon being made. On Lessor immediately upon being made on the Lessor. The Equipment with the manufacturer thereof or other Lessor immediately upon being made. On Lessor immediately upon being made. On Lessor immediately upon being made on the Lessor. The Equipment is the Equipment that all all limes during the Term of this Lesso te and remain periods in the responsible for any damage done to any real estate. Customer shall customer shall one emore a Lessor may require. Customer shall be responsible for any damage done to any real estate, building, or structure by the removal of the Equipment and shall indemnify and save harmless Lessor therefrom.

6. TITLE. The Equipment is and shall remain the sole personal and moveable property of Lessor, shall not become a fixture or accession to any lands, buildings or chattels and Customer shall have no right, title or interest in or to the Equipment exceed the right of use as expressly set. forth herein. Customer shall, at Customer's expense, affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates or other marks supplied by Lessor to Identify the Equipment as the property of Lesson and the property of Les

7. NET LEASE: All posts and expenses relating to the Equipment or its use, Maintenance or possession shall be borne by Customer, including all Taxes and all fees, charges, claims and fines incurred or arising in connection with the Equipment's registration, licensing or operation 4. NE1 LEASE. All costs and expenses relating to the Equipment or its use, Maintenance or possession shall be borne by Customer, including at Taxes and all fees, charges, claims and thins incurred or arising in comechon with the Equipment's registration, licensing or operation. The Payments and other amounts payable hereunder shall be absolutely need all deductions, expenses or outgoings of any kind or nature. If Customer fails to partom any or 0 its obligations of any kind or nature. If Customer fails to partom any or 0 its obligations of any kind or nature. If Customer fails to partom any of its obligations of any kind or nature. If Customer fails to partom any or 0 its obligations of any kind or nature. If Customer fails to partom any or 0 its obligations of any kind to readure. If Customer fails to partom any or 0 its obligations of any kind to readure. If Customer fails and that any any of its obligations of any kind to readure appoints. Lessor its lawful attorney for such purposes. Customer shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes to refurse becoming due. "Taxes" includes all taxes, imposts, levies, fees, dules and charges now or hereafter imposed by any federal, provincial, municipal or other taxaton authority on Customer, the Payments, the Equipment or the purchase, sale, ownership, delivery, possession, use, Maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing, but excluding taxes on or mesure by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or this Lease and Customer shall not make any such claim in respect thereot.

8. TERMINATION AND REVEWAL. At the end of the Term (or any renewal) Customer agrees to immediately deliver the Equipment to Lessor, at Customer's expense, in the same condition as when delivered, ordinary wear and tear accepted, to any location specified by Lessor. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable wear and lear accepted. Customer will immediately relimbuse Lessor for all such costs or expenses. If Customer does not return the Equipment at the end of the Term (or any renewal), then, unless Lessor domands return of the Equipment, this Lesso shall automatically renew for successive Payment periods equivalent to the Frequency, terminable by either party on at least thirty (30) days' prior written notice to the other party, with the same Payments and all other terms and conditions contained in this Lesso remaining unchanged. The Customer acknowledges and agrees that it is the responsibility of the Customer to permanently delete any and all of the Customer's data and other Information from the Equipment prior to the return of any Equipment to Lessor, and the Lessor is hereby released by Customer from any liability related to or arising from the failure of the Customer to do so

9. LOSS, DAMAGE AND INSURANCE. Until the Equipment is returned to and received by Lessor. Customer bears the entire risk of loss including but not limited to confiscation seizure, their or destruction or damage to the Equipment (Fixed of Lessor) regardless of whether is recaused by any default or neglect of Customer, and no such loss or damage shall relieve Customer of any of its obligations hereunder, including the obligation to make the Payment is a course, customer shall immediately notify Lessor and, at the option of Lessor, shall (a) place the Equipment in good repair and working order, (b) replace the Equipment with like Equipment in good repair and working order, with clear title to the Equipment in Lessor is (c) provided to the Liquidated Damages (as such term is defined in Section 14 hereof), whereupon Lessor shall transfer to Customer, without recourse or warranty (express or impried), all of Lessor's interest, if any, in and to the Equipment on an as-is, where-is basis. Customer shall keep the Equipment insured against all risks of loss in an amount at least equal to its full replacement cost and shall list Lessor as first loss payee on such insurance. Proceeds of such insurance may be applied, at Lessor's option, towards replacement or repair of the Equipment or toward payment of Customer's obligations hereunder. Customer shall also maintain comprehensive public liability insurance naming Lessor as an additional insured with coverage and in amounts acceptable to Lessor. Customer shall provide Lessor with proof of all insurance. If Customer does not give Lessor such proof, Lessor shall have the right, but not the obligation. to obtain other insurance at Customer's expanse.

10. REPRESENTATIONS: Customer represents, warrants and ocvenants that. (a) if Customer is not a natural person it is and will continue to be validly formed, organized and existing and in good standing; (b) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary power and authority to execute, deliver and perform this Lease, each such action (ii) having been duly authorized by all necessary action of Customer, (ii) not being in conflict with any applicable law, the constating documents, resolutions or by-laws of Customer or any agreement or undertaking; (c) this Lease is and will continue to be the legal, valid and binding obligation of Customer enforceable against its creditors in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any court, administrative agancy or other tribuna; (e) Customer's financial statements are prepared in accordance with generally accepted accounting principles and fairly present Customer's financial position on their respective dates; and (f) Customer shall provide such legal opinions, resolutions, information and other documents as Lessor may reasonably request

11. ASSIGNMENT: Customer shall not transfer, sell, sublease or assign either the Equipment or this Lease, whether directly or indirectly, without the prior written consent of Lessor. In the event of a permitted assignment, Customer agrees to pay an assignment lee of two hundred fifty dollars (\$250,00) or Lessor's actual costs, whichever is greater. Lessor may sell, assign, or transfer this Lease, in whole or in part, and the Equipment without notice to or consent from the Customer, and any assignment the same rights and benefits as the original Lessor. but will not have to perform any of Lessor's obligations. Should Lessor assign the Lease and the sums due and to become due hereunder, Customer shall be bound by such assignment and should Lessor default in the performance of any of the terms and controls as the lease. Customer may not as to such assignee terminate this Lease or subject Customer's obligation to pay money under this Lease to any diminution or right of compensation, abatement or set-off. Customer shall not allow the Equipment to become subject to any dam, privilege, lien, charge, levy, encumbrance, security interest, mortgage, pledge, hypothecation or other right in favour of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. If Lessor does permit Customer to subject to this Lease then such sublease shall be in a form acceptable to Lesso

12. INDEMNITY: Customer hareby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, fees, liabilities, claims, legal proceedings and expenses whatsoever arising in connection with this Lease, the Purchase Documents, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, loss, damage, disposal, sale, release, return or other disposition of the Equipment, Taxes, any use or operation of Equipment which infringes any intellectual property right Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintanance, operation, loss, damage, dispoal, sale, elease, return of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabiling of Equipment.

13. DEFAULT: A default by Customer (a 'Default') occurs if: (a) Customer fails to make any Payment or pay any other amounts due under this Lease when due; or (b) Customer fails to perform any other obligation to be performed hereunder; or (c) any default occurs under any other contract between Lessor and Customer or under any material agreement between Customer and any other person, or (d) any representation, warranty or covenant made by Customer to Lessor is false, incorrect or misleading; or (e) the value of the Équipment is materially impaired due to loss or damage; or (f) Customer makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptoy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in faw or seeks any arrangement or composition with its creditors, or (g) any proceeding in bankruptoy, receivership, winding up, dissolution, liquidation or insolvency is commenced by or against Customer or its property; or (h) Lessor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by Customer under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (f) any guarantor of Customer's obligations hereunder breaches, disputes or seeks to determine its obligations under its guarantee or to ter minate its guarantee or becomes subject to any of the events in clauses (f) or (g) of this Section

14. REMEDIES: Upon Default, Lessor may in its absolute discretion: (a) terminate this Lease and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, and require Customer to pay to Lessor as liquidated damages, and not as a penalty, the sum of the then unpaid Payments and other amounts due or past due, the present value of all future Payments to become due, logether with Lessor's residual interest in the Equipment as at the end of the Term or any extension or renewal thereof, as applicable, as determined by Lessor, each such future Payment to be discounted from its respective due date at a discount rate of two percent (2%) per ensum, calculated monthly (collectively, the 'Liquidated Damages'); (b) require any termestality return all Equipment to Lessor in good working order at Customer's cost in a manner and to a location Lessor designates; (c) without resort to legal process, take immediate by fease immediate by feasing any lightly from doing so; (d) sell, lease or otherwise dispose of the Equipment on such terms as Lessor deems fit; and (e) exercise any label, whether at law or in equily or by statute or otherwise. Lessor's remedies shall be cumulative and not exclusive or alternative. Customer shall pay Lessor all determative dispose of the Equipment on such terms as Lessor deems fit; and (e) exercise any label. costs of collection or arising from a Default or the enforcement of all Lessors' rights, including all legal fees and costs. No failure to exercise any right or remedy impairs or waives such right or remedy, nor is a waiver of one Default a waiver of any other Defaults.

15. SECURITY INTERESTS: To secure Customer's performance of its obligations hereunder, Customer hereby grants Lessor a continuing security interest in any interest Customer has in the Equipment and in all proceeds thereof (including insurance and any sublease). Customer agrees that Lessor has, in addition to lis rights as owner, all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest, and the security interest are defined in the Personal Property Security Act (Ontario) on the date this Lease is entered into have, when used herein, the meaning ascribed thereto under such act unless otherwise defined herein. In this Lease the term "security interest," includes a movable hypothec without delivery.

16. FURTHER ASSURANCES. Customer shall do all things and execute and obtain all documents as Lessor may require giving effect to or better evidence this Lease including financing statements, acknowledgments required by any assignee and waivers or subordinations from Customer's landlords or creditors.

17. SURVIVAL: All obligations of Customer under Sections 3, 4, 5, 7, 6, 12, 14, 18, 19, 21 and 22 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Payments or other payments by Lessor.

18. CO-CUSTOMER. The obligations of the Customer and any Co-Customer under this Lease shall be joint and several (solidary in Quebec) without the banefit of division or discussion.

19. GOVERNING LAW: This Lease shall be interpreted and enforced in accordance with the laws of the Province of Onlano. The parties ation to the non-exclusive jurisdiction of the courts of the Province of Onlano. To the extent not prohibited by law or statute, Customer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory, credit, and other statutes and all regulations made thereunder in any applicable jurisdiction which would in any manner affect, restrict or limit the rights and remedies of Lessor tercemder. Notwithstanding anything in this Lease to the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 of the Civil Code (Quebec), and Customer declares and represents that it chose the Equipment leased hereunder which will be used for purposes of its anterprise. If Customer is a corporation, Customer hereby agrees that the Limitation of Civil Rights Act (Saskalchewan) as amended from time to time shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Customer may have theraunder. To the extent possible, Customer waives the right to receive any financing statement, financing change statement or other filings made by Lessor with respect to this Lease

20. MISCELLANEOUS: The parties agree that this document be written in the English language. Les parties aux présentes conviennent que ce document soit rédige en anglais. If any provision of this Lease is invalid, lilegal or unentorceable, i shall not affect the validity, legality or enforceability of any other provision of this Lease. This Lease constitutes the enfire agreement between Lessor and Customer. Konica Minolta's Customer One Guarantee does not form part of this Lease. Any amendment, consent or waiver hereof or hereto must be in writing. Communications under this Lease shall be given in writing by Lessor or Customer as applicable and shall be deemed received on: (a) the date of delivery (it hand delivered, (b) receipt by the sender of a confirmation of transmission if sent electronically, or (o) the 5th postal delivery day following the date of mailing. Subject to applicable legislation, Customer and Co-Customer hereby consent to Lessor conducting a credit investigation and to Lessor making inquiries with financial institutions or other persons in a business relationship in connection therewith. Time is of the essence in this Lease

21. SOFTWARE: Any software that is supplied to Customer in conjunction with its lease of the Equipment hereunder is licensed to Customer only and Customer shall not acquire any proprietary interest in such software by virtue of this Lease. Customer agrees to be bound by the license agreement in respect of such software and any warranties in respect of such software and any warranties in respect of such software and any warranties in respect of such software are only those set out in the license agreement. Lessor shall have no liability for the performance of the software manufacturer's or licensor's obligations under the license agreement.

22. ELECTRONIC DOCUMENTS: Customer agrees that if this Lease is signed electronically, it is the legal equivalent of Customer's handwritten signature. Customer will not at any time in the future daim that its electronic signature is not legally binding. Customer further agrees that an electronic copy or other reproduction of this Lease as executed by Customer, when printed from electronic files or records established by Lessor in the normal course of business, shall be deemed to constitute an "original" and shall be binding on Customer to the same extern as an originally exocuted version of this Lease. Lessor's printed copy or reproduction of this Lease as executed by customer, when printed grow or reproduction of this Lease as the used by Lessor in any legal, administrative or other proceeding. No party will contest the admissibility, validity or enforceability of such printed copies under the provision of any leave leading to heat any time to the same extern as of evidence, including the hearsay rule or the best evidence rule, if <u>DS</u> when the original copies were not originated or maintained in documentary form.



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KONICA MINOLTA

Maintenance Agreement

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	and the surface of	F	or Internal Use	
Maintenance:	with Equipment Order Sales Rep Number	Maintenance Only Billed by KMB Sales Rep Name	S 🔲 Billed by Lease Company 🔲 Dealer Serviced Sales Rep Email Address	Sales District
Originating:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	84105
Order Taking:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	Processed
Servicing:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	Branch 🗌 Windsor

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD. 5875 EXPLORER DR, MISSISSAUGA, ON L4W 0E1 (905)890-6600 www.konicaminolta.ca



MyKMBS.com Access Request Form

Customer Name: <u>C</u>	GLOBAL KINGDOM MINISTR	IES INC.		
Busin New or Existing	iness Class: Corporate Acct Commercial	Graphics Branch	SAP Account #:	0001326943/0001326943
Serial Number(s):	1	4	F	equired if existing
(Include at least one)	2	5		
	3	6	9	
Role:	:Fleet Manager*Local Manager**Meters Only	Order Supplies Only	Only	
	If Fleet Manager or Local Manager is selected, also Set-up to view all locations Set-up to view only the	o check one of the following: le location(s) linked to specified serial number	(s)	
First Name:	TOM		Last Name: LODU	
Email:	TOMLODU@TRINITYRAVIN Required	NE.COM	Requirea	
Role:	Fleet Manager*Local Manager**Meters Onl		Calls Only	
	If Fleet Manager or Local Manager is selected, also Set-up to view all locations Set-up to view only the	o check one of the following: le location(s) linked to specified serial number	(5)	
First Name:			Last Name:	
Email:	Required		Required	
	Required			
Role:	Fleet Manager* □Local Manager** □Meters Onl If Fleet Manager or Local Manager is selected, also Set-up to view all locations □Set-up to view only the			
First Name:			Last Name:	
Email:	Required		Required	
Linai.	Required		and the second second	
eet Manager - All capabilitie	es of Local Managers as well as the ability to manag	e users and see reports.		
	r the ability to place supply orders, initiate service cal		es by credit card.	
	Department to accept the following email addresses .ca activation@bt.konicaminolta.ca extranet@bt.ko			
Representative:	Territory Cod	le:	Sales Manager:	Territory Code:
Corporate Acct Mgr:		le:	Branch Name:	Branch Number:
	If Applicable			
	For Corporate, Commercial, Graphics, an	nd GEM accounts, email completed	form to mykmbs.nad@bt.konicaminol	a.ca

Doci	uSign En	velope ID:	37BC8265-BE46	-4780-940C-0A	Rep Name:		Anu SI				10	81
KON			eeds Analysi	S		issau	arma@bt. ga	CRM Oppor (In CR	tunity ID		29091	
	Compa	any:	Tom Lodu	ngdom Minist 225	ries Inc.		A CONTRACTOR OF A CONTRACTOR OFTA CONTRACTOR O	Offsite: 0 : Tom Lod 116) 438-160		22	5	
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Signature Comments	P	т	uirement Acknow om Lodu ision Maker	wledgement	Accept DocuSigned	by:	rms & Conr	Sep	Acception	2019 KO		

Flectronic ./ Manual



Order Package Acceptance Agreement

Customer Name/Address:

GLOBAL KINGDOM MINISTRIES INC. 1250 MARKHAM ROAD SCARBOROUGH, ON M1H 2Y9

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00520917 time stamped 09/19/19 03:31 PM).

For the items covered by a KMBS billed maintenance contract, Customer's signature below also acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated May 1, 2016)', available in hardcopy upon request or online at http://www.konicaminolta.ca/MaintenanceTerms, terms of which are incorporated into this Agreement. KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative	KMBS Representative
Tom Lodu Jame:	Name: ANU SHARMA
(Please Print)	(Please Print)
ignature:	Signature: mpgmg
itle: Operations	Date: SEPT 19, 2019
9/20/2019 Date:	KMBS Manager
	Name:
	(Please Print)
	Signature:
	Date:

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD. 5875 EXPLORER DR, MISSISSAUGA, ON L4W 0E1 (905)890-6600 www.konicaminolta.ca

DocuSign Envelope ID: 05406691-5AC1-43AF-9BF2-234F05545498



Premier Lease Agreement

APPLICATION NUMBER 682881 AGREEMENT NUMBER

The words Customer, you and your, refer to the customer identified below (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Business Solutions (Canada) Ltd. The Lessor, together with its subsidiaries, is referred to as the "Supplier". Konica Minolta Premier Finance is a registered business name and a program of the Lessor.

CUSTOMER INFORM	ATION				
FULL LEGAL NAME			STREET ADDRESS		
GLOBAL KINGDOM M	IINISTRIES INC.		1250 MARKHAM ROAD)	
CITY	PROVINCE	POSTAL	PHONE	FAX	
SCARBOROUGH	ON	M1H 2Y9	416 438 1601	416 438 0047	
BILLING NAME (IF DIFFERENT FRO	OM ABOVE)		BILLING STREET ADDRESS		
CITY	PROVINCE	POSTAL	E-MAIL TLODU@GLOBALKING	GDOM.CA	100

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

CUSTOMER ONE GU	JARANTEE				
The Konica Minolta equ	uipment leased in th	is Agreement is cove	red under K	onica Minolta's	٢
Customer One Guaran	tee. A copy of the G	uarantee can be obtai	ned at your	local branch	CUSTOMER ONE GUARANTEE
MAKE / MODEL NO.	ACCESSORIES	(including Software	Descriptio	n and Supplier / Licensor	if applicable)
1 - ACCURIOPRESS	C3070				
1 - DF-706 DOCUME	NT FEEDER				
1 - PF-707M PAPER	FEED UNIT				
1 - CR-101 CREASE	RUNIT				
A COLOR AND AND A REAL PROPERTY AND A		See attached 'Schedule A' for	additional Equip	oment / Accessories / Software	
TERM AND PAYMEN	IT SCHEDULE				
TERM IN MONTHS	# of payments	Payment Frequenc	У	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
66	22	🛛 Quarterly 🗌 Mon	thly	\$ 5,773.33	\$
LESSOR ACCEPTAN Konica Minolta Business					
LESSOR		AUTHORIZED SIGNER		TITLE	DATED
CUSTOMER ACCEP	TANCE				
GLOBAL KINGDOM M		AUTHORIZE DocuSi	igned by:		9/20/2019
TOLL LEGAL NAME OF COST		OM LODU	4686EAF4ED		RATIONS OFFICER
		PRINT NAME			ATIONS OFFICER
CONTINUING GUAR	ANTEE				
As additional inducement for us to enter this Lease and any supplements fully ar and protest and will remain responsible with the default provision of this Lease	r into this Lease, the undersigned 0 d promptly. You agree that we may for the payments and obligations u all sums due under the terms of th on 19 (on reverse) and agree to p	ay make other arrangements including under this Lease. We do not have to r his Lease and will perform all the oblig bay all costs, including legal fees and	compromise or settl notify you if the custo gations of the Lease. disbursements incu	ement with you and you waive all defenses and mer is in default under this Lease. If the custom If it is necessary for us to proceed legally to er rred in enforcement of this guarantee. It is not	Il payments and meet all obligations required under notice of those changes and presentment, demand, er defaults, you will immediately pay in accordance force this guarantee, you expressly consent to the necessary for us to proceed first against you, the
PRINT NAME OF GUARANTOR			SIGNATURE	(NO TITLES)	DATED

See reverse side for additional terms and conditions

	Schedule "A"	APPLICATION NO. 682881	AGREEMENT NO.	SCHEDULE NO.
This Schedule "A" is to be at	tached to and become part of the it		ement dated	by and between th
	olta Business Solutions (Canada) L acluding Software Description and Supplier / Lice		rial Number Sta	art Meter Read(s)
- FD-504 SQUARE FOLD				
- FS-532 100 SHEET ST.				
- RU-518 RELAY UNIT?				
- SD-513 SADDLE STIT	CHER			
- SD-513/F SADDLE STI				
- TU-503 TRIMMER UNI				
- EFI FIERY IMPOSE-CO	Contraction of the second second second second second			
- ES-2000 SPECTROPH				
- IC-417 EFI EMBEDDED				
	T VI-509 (REQUIRED W/ EFI)			
- ESP DIAGNOSTIC PO				
- ESP POWER FILTER 2				
- LR5402C PATLITE STA	and the second second second second second second			
- BIZHUB C554E				
	Y CASSETTE (2,500 SHEETS/LET			
and the second se	SHEET FLOOR STAPLE FINIS			
	CH UNIT (FS-534 OR FS-536)			
The second and the second and the second and the second seco	RELAY UNIT REQUIRED FOR			
- ESP DIAGNOSTIC PO		INE F5-334)		
- LOF DIAGNOSTIC FOR	VER FILTER 120V/20A			
LESSOR ACCEPTANCE				
LESSON ACCEPTANCE				
Konica Minolta Business Solu	tions (Canada) Ltd.			
LESSOR	AUTHORIZED SIG	NER	TITLE	DATED
CUSTOMER ACCEPTANCE				
		-DocuSigned by:		0. (2010
GLOBAL KINGDOM MINI	STRIES INC. X	Jamos -	9/2	20/2019
FULL LEGAL NAME OF CUSTOMER	AUTHORIZED	F1D884686EAF4ED		DATED
	TOM LODU		CHIEF OPERATION	

DocuSign Envelope ID: 05406691-5AC1-43AF-9BF2-234F05545498

as. Lessor thereby leases to Customer, and Customer hereby leases from Lessor, the equipment described on the first page of this Lease (1 2007) Arth and 10859/19 03:31 PM S00520917 parts, accessories, replacements, additions and accessions, tangible or intangible, now and hereafter relating thereto or affixed thereon (collectively the "Equipment").

2. COMMENCEMENT This Lease shall commence on the date on which the Lessor accepts this Lease ("Acceptance Date") and shall continue from the first exheduled Payment (defined below) until the end of the Term. The Customer confirms that it has received the Equipm salisfactory operating condition as evidenced by Customer's signature on a Delivery and Installation document. Upon acceptance by Lessor, this Lease constitutes a binding agreement.

3. CHARGES: As consideration for the lease of the Equipment during the Term, Customer agrees to pay to Lessor periodic rent payments (each a "Payment") in the amounts and Frequency set out on the first page of this Lease, commencing on the first scheduled Payment data and continuing on the same date of each successive Frequency period throughout the Term. Lessee hereby acknowledges and consents that the costs for the installation and deployment of software related to the Equipment have been included in the Payment. Lessor will advise Customer Continuity of the starte date of each soluctors of regulatory period modified payment. Customer and deployment of solutivate related to the date of the date of the start of the date of the first scheduled payment. Customer's obligation to make each modified payment. Customer and deployment of solutivate related to the start of the date of the first scheduled payment. Customer's obligation to make each modified payment. Customer's obligation to make each modified payment. Customer's obligation to make each modified payment. Customer's notice and unconditional and Customer will not asset and the date of the first scheduled payment. Customer's obligation to make each modified to each distance agreement or otherwise at law or equity, including without limitation in respect of Konica Minolta's Customer one Guarantee. Customer will also pay a pro rata Payment cast of the date of the first scheduled payment. Customer's obligation to make each schedule and unconditional on Customer's receipt of Lessor's invoice. Customer administrative case is not pay and when due, customer's notice payments and deployment of the random date of the first schedule and the modified payment. Customer's notice payments and customer's neces of the first schedule and the date of the first schedule and the obligation to make each instant paint is advised. Sto 000 for initial administrative cases is not paid when due, customer's neces of the schedules (\$10.00 for each month to partial month here around when due, customer also agrees to pay to each schedule partice active partial month and complication and complex schedules (\$10.00 for initial administrative cases is not paid when due, customer also agrees to pay to each month to partial month here around when due, customer also agrees to pay to each month to partial month here and unconditional pay to each month to partial month here and unconditional pay to each month to partial month here and unconditional pay to each month to partial month here and unconditional pays to pay to each month to interest bearing and will be applied by Lessor to the Customer's Payment obligations in reverse order of maturity

4. OTHER IMPORTANT TERMS: Customer cannot cancel, terminate or amend the terms of this Lease for any reason whatsbever, including Equipment failure, loss or damage. Customer selected the Equipment and the Supplier. Lessor purchased the Equipment solely in accordance with Customer's instructions. Customer is leasing the Equipment "as is", Lessor is not responsible for Equipment failure or the Supplier's acts, or for any service, repairs or installation. Customer agrees there are no representations, warranties or conditions (express, implied or otherwise) whatsbever from Lessor with respect to the Equipment including, without limitation, as to its condition, merchantability, design or fitness for any particular purpose. To the extent that they are assignable, Lessor assigns to Customer for the Term, without recourse to Lessor, all warranties from the Supplier in respect of the Equipment. Customer shall use the Equipment shall use the Equipment shall use the Equipment shall use the Equipment and not for any unlawful purposes and shall, at Customer's expense, comply with and conform to all applicable laws and manufacturer or Supplier recommendations relating to the possession, use and maintenance of the Equipment. Customer will not subject the Equipment to corrosive, abrasive or other abnormal working conditions without Lessor's prior written consent. Customer may not move the Equipment from the address indicated on the first page of this Lease without the prior written consent of the Lessor shall have the right during normal business hours to enter Customer's premises to inspect the Equipment

5. INSTALLATION AND REPAIR. Customer shall, at its expense, by a party acceptable to Lessor, be responsible for (a) Equipment delivery, installation, de-installation and re-delivery, (b) Equipment maintenance, servicing and repair (including replacement parts) ("Maintenance"), and (c) keeping the Equipment in good repair, condition and working order. Customer shall not make any attentions, additions or improvements to the Equipment without the prior written consent of the Lessor. All such attentions, additions or improvements and to a fact the service and shall belong to, and become property of, Lessor immediately upon being made. On Lessor's request, Customer shall enter into a Maintenance agreement respecting the Equipment with the manufacturer thereof or other Maintenance supplier acceptable to Lessor. The Equipment shall at all times during the Term of this Lease be and remain personal and moveable property, regardless of the manner in which it may be attached to any real estate. Customer shall cause the Equipment to be installed in a manner which will permit its removal without material injury to the place of installation. Customer shall obtain any landlord or mortgagee waivers as Lessor may require. Customer shall be responsible for any damage done to any real estate, building, or structure by the removal of the Equipment and shall indemnify and save harmless Lessor therefrom

6. TITLE: The Equipment is and shall remain the sole personal and moveable property of Lessor, shall not become a fixture or accession to any lands, buildings or chattels and Customer shall have no right, title or interest in or to the Equipment except the right of use as expressive set forth herein Customer shall, at Customer's expense, affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates or other marks supplied by Lessor to identify the Equipment as the property of Lessor.

7. NET LEASE. All costs and expenses relating to the Edupment or its use, Maintenance or possession shall be borne by Customer, including all Taxes and all fees, charges, claims and fines incurred or arising in connection with the Equipment's registration, licensing or operation The Payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all deductions, expenses or outgoings of any kind or nature. If Customer fails to perform any of its obligations hereunder, Lessor may do so on Customer's behall and shall be an the antibate to immediate tembursement from Customer, without prejudice to any other of Lessor's rights or remedies and Customer appoints Lessor its lawful attorney for such purposes. Customer shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes' includes all taxes, imposts, tovies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Customer, the Payments, the Equipment or the purchase, sale, ownership, delivery, possession, use, Maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing, but excluding taxes on or measured by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or this Lease and Customer shall not make any such claim in respect thereof

a. TERMINATION AND RENEWAL. At the end of the Term (or any renewal) Customer agrees to immediately deliver the Equipment to Lessor, at Customer's expense, in the same condition as when delivered, ordinary wear and tear accepted, to any location specified by Lessor. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable wear and lear accepted, Customer will immediately relimburse Lessor for all such costs or expenses. If Customer does not return the Equipment at the end of the Term (or any renewal), then, unless Lessor demands return of the Equipment, this Lease shall automatically renew for successive. Payment periods equivalent to the Frequency, terminable by either party on at least thirty (30) days' prior written notice to the other party, with the same Payments and all other terms and conditions contained in this Lease remaining unchanged. The Customer acknowledges and agrees that it is the responsibility of the Customer to permanently delete any and all of the Customer's data and other information from the Equipment prior to the return of any Equipment to Lessor, and the Lessor is hereby released by Customer from any liability related to or arising from the failure of the Customer to do so

9. LOSS, DAMAGE AND INSURANCE. Until the Equipment is returned to and received by Lessor, Customer bears the entire risk of loss including but not limited to confiscation, seizure, theft or destruction or damage to the Equipment ("Event of Loss"), regardless of whether it is caused by any default or neglect of Customer, and no such loss or damage shall relieve Customer of any of its obligations hereunder, including the obligation to make the Payments. If an Event of Loss occurs, Customer shall immediately notify Lessor and, at the option of Lessor, shall (a) place the Equipment in good repair and working order, (b) replace the Equipment with like Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order, (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repair and working order (c) replace the Equipment in good repla Section 14 hereof), whereupon Lessor shall transfer to Customer, without recourse or warranty (express or implied), all of Lessor's interest, if any, in and to the Equipment on an as-is, where-is basis. Customer shall keep the Equipment insured against all risks of loss in an amount at least equal to its full replacement or repair of the Equipment or toward payment of Customer's obligations hereunder. Customer shall take to the second shall be set of the Equipment or repair of the Equipment or toward payment of Customer's obligations hereunder. Customer shall also maintain comprehensive public liability insurance naming Lessor as an additional insured with coverage and in amounts acceptable to Lessor. Customer shall provide Lessor with proof of all insurance. If Customer does not give Lessor shall have the right, but not the obligation, to obtain other insurance at Customer's expense.

10. REPRESENTATIONS: Customer represents, warrants and covenants that (a) if Customer is not a natural person it is and will continue to be validly formed, organized and existing and (n good standing; (b) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Customer; (ii) not being in conflict with any applicable law, the constaling documents, resolutions or by-laws of Customer or any agreement or undertaking; (c) this Lease is and will continue to be the legal, valid and binding obligation of Customer enforceable against it and effective against lis creditors in accordance with its terms; (d) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal; (e) Customer's financial statements are prepared in accordance with generally accepted accounting principles and fairly present Customer's financial position on their respective dates, and (I) Customer shall provide such legal ophinions, resolutions, information and other documents as Lessor may reasonably

11. ASSIGNMENT: Customer shall not transfer, sell, sublease or assign either the Equipment or this Lease, whether directly or indirectly, without the prior written consent of Lessor. In the event of a permitted assignment, Customer agrees to pay an assignment fee of two hundred fifty dollars (\$250.00) or Lessor's actual costs, whichever is greater. Lessor may sell, assign, or transfer this Lease, in whole or in part, and the Equipment without notice to or consent from the Customer, and any assignee shall have the same rights and benefits as the original Lessor but will not have to perform any of Lessor's obligations. Should Lessor assign the Lease and the sums due and to become due hereunder, Customer shall be bound by such assignment and should Lessor default in the performance of any of the terms and conditions of this Lease. Customer may not as to such assignee terminate this Lease or subject Customer's obligation to pay money under this Lease to any diminution or right of compensation, abatement or set-off. Customer shall not allow the Equipment to become subject to any claim, privilege, lien, charge, levy, encumbrance, security interest, mortgage, pledge, hypotheciation or other right in favour of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. If Lessor does permit Customer to subject to this Lease, then such sublease shall be in a form acceptable to Les

12. INDEMNITY: Customer hereby indemnifies Lessor and agrees to save Lessor harmess from and against all loss, costs, fees, liabilities, claims, legal proceedings and expenses whatscever arising in connection with this Lease, the Purchase Documents, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, loss, damage, disposal, sale, release, return or other disposition of the Equipment, Taxes, any use or operation of Equipment which infringes any intellectual property right of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabiling of Equipment.

13. DEFAULT: A default by Customer (a 'Default') occurs if: (a) Customer fails to make any Payment or pay any other amounts due under this Lease when due; or (b) Customer fails to perform any other obligation to be performed hereunder; or (c) any default occurs under any other contract between Lessor and Customer or under any material agreement between Customer and any other person; or (d) any representation, warranty or covenant made by Customer to Lessor is false, incorrect or misleading; or (e) the value of the Equipment is materially impaired due to loss or damage; or (f) Customer makes an assignment for the benefit of its creditors, becomes insolvent; commits any act of bankruptoy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with tils creditors; or (g) any proceeding in bankruptoy, receivership, winding up, dissolution, liquidation or insolvency is commenced by or against Customer or its property; or (h) Lessor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by Customer under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (i) any guarantor of Customer's obligations hereunder breaches, disputes or seeks to determine its obligations under its guarantee or to terminate its guarantee or becomes subject to any of the events in clauses (f) or (g) of this Section

14. REMEDIES: Upon Default, Lessor may in its absolute discretion: (a) terminate this Lease and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, and require Customer to pay to Lessor as liquidated damages, and not as a penalty, the sum of the fine unpaid Payments and other amounts due or past due, the present value of all future Payments to become due, together with Lessor's residual interest in the Equipment as at the end of the Term or any extension or renewal thereof, as applicable, as determined by Lessor, each such future Payment to be discounted from its respective due date at a discount rate of two percent (2%) per annum, calculated monthly (collectively, the "Liquidated Damages"); (b) require the Customer to immediately return all Equipment to Lessor in good working order at Customer's cost in a manner and to a location Lessor designates; (c) without notice and without resort to legal process; take immediate possession of disable the Equipment and manner and to a location Lessor designates; (c) without notice and without resort to legal process; take immediate possession of disable the Equipment and manner and to a location Lessor designates; (c) without incurring any liability from doing so; (d) sell, lease or otherwise dispose of the Equipment on such terms as Lessor deems fit; and (e) exercise any other remedies available, whether at law or in equity or by statule or otherwise. Lessor's remedies shall be cumulative and not exclusive or alternative. Customer shall pay Lessor at costs of collection or arising from a Default or the enforcement of all Lessors' rights, including all legal fees and costs. No failure to exercise any right or remedy impairs or waives such right or remedy, nor is a waiver of one Default a waiver of any other Defaults.

15. SECURITY INTERESTS: To secure Customer's performance of its obligations hereunder, Customer hereby granta Lessor a continuing security interest in any interest Customer has in the Equipment and in all proceeds thereof (including insultance and any sublease); Customer agrees that Lessor has, in addition to lis rights as owner, all rights of a secured party under any applicable personal property security legislation and at law and in equily. To the extent this Lease creates a security interest, such security interest is a purchase money security interest. Terms which are defined in the Personal Property Security Act (Ontatic) on the dale this Lease is entered into have, when used herein, the meaning ascribed thereto under such act unless otherwise defined herein. In this Lease the term "security interest" includes a movable hypothec without delivery.

16. FURTHER ASSURANCES. Customer shall do all things and execute and obtain all documents as Lessor may require giving effect to or better evidence this Lease including financing statements, acknowledgments required by any assignee and waivers or subordinations from Customer's landlords or creditors.

17. SURVIVAL: All obligations of Customer under Sections 3, 4, 5, 7, 8, 12, 14, 18, 19, 21 and 22 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Payments or other payments by Lessor.

18. CO-CUSTOMER. The obligations of the Customer and any Co-Customer under this Lease shall be joint and several (solidary in Quebec) without the benefit of division or discussion.

19. GOVERNING LAW: This Lease shall be interpreted and enforced in accordance with the laws of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent not prohibited by law or statule, Customer hereby waives the benefit of all provisions of all applicable conditional sales, regulatory, credit and other statules and all regulations made thereunder in any applicable jurisdiction which would in any manner affect, restrict or limit the rights and remedies of Lessor hereunder. Notwithstanding anything in this Lease to the contract evidenced thereby shall be a contract of leasing as contemplated by Article 1842 of the Civil Code (Quebec), and Customer declares and represents that it chose the Equipment leased hereunder which will be used for purposes of its enterprise. If Customer is a corporation, Customer hereby agrees that the Limitation of Civil Rights Act (Saskalchewan) as amended from time to time shall have no application to the rights, powers or remedies of Lessor hereunder, and hereby waives any rights Customer may have thereunder. To the extent possible, Customer waives the right to receive any financing statement, financing change statement or other filings made by Lessor with respect to this Lease.

20. MISCELLANEOUS: The parties agree that this document be written in the English language. Les parties aux présentes conviennent que ce document soit rédigé en anglais. If any provision of this Lease is invalid, liegal or unenforceable, it shall not affect the validity, legally or enforceability of any other provision of this Lease. This Lease constitutes the entire agreement between Lessor and Customer. Konica Minolta's Customer One Guarantee does not form part of this Lease. Any amendment, consent or waiver hereof or hereto must be in writing. Communications under this Lease shall be given in writing by Lessor or Customer as applicable and shall be deemed received on: (a) the date of delivery if hand delivered; (b) receipt by the sender of a confirmation of transmission if sent electronically; or (c) the 5th postal delivery day following the date of mailing. Subject to applicable legislation, Customer and Co-Customer hereby consent to Lessor conducting a credit investigation and to Lessor making inquiries with financial institutions or other persons in a business relationship in connection therewith. Time is of the essence in this Lease.

21. SOFTWARE Any software that is supplied to Customer in conjunction with its lease of the Equipment hereunder is licensed to Customer only and Customer shall not acquire any proprietary interest in such software by virtue of this Lease. Customer agrees to be bound by the license agreement in respect of such software and any warranties in respect of such software are only those set out in the license agreement. Lessor shall have no liability for the performance of the software manufacturers or licensor's obligations under the license agreement.

22. ELECTRONIC DOCUMENTS: Customer agrees that if this Lease is signed electronically, if is the legal equivalent of Customer's handwritten signature. Customer will not at any time in the future claim that its electronic signature is not legally binding Customer further agrees that rouse task in a electronic algorithm or the lease is a special or equipation is not regard example. Customer winner agree to be customer and the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the lease is a special or expected by the electronic algorithm or the electronic algorithm o



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Maintenance Agreement

						Custom	er Information				
Sold	to Acct #:	000132	26943		Payer/Bill	to Acct #:		Ship to	Acct #:		
Nam	e: GLOBAL	KINGD	OM MINIST	RIES INC.	Name:	GLOBAL KING	OOM MINISTRIES IN	NC. Name:	GLOBAL KING	DOM MINISTR	ES INC.
Attn	/Dept:				Attn/Dept		- 114	Attn/De	pt:TOM LODU		
Ste/	Rm:				Ste/Rm:	-		Ste/Rm	-		
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Continu	Dec Dec Additio	nai comm	ents Page 1								

		F	or Internal Use	
Maintenance:	with Equipment Order Sales Rep Number	Maintenance Only Billed by KMB: Sales Rep Name	S 🔲 Billed by Lease Company 🔲 Dealer Serviced Sales Rep Email Address	Sales District
Originating:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	84105
Order Taking:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	Processed
Servicing:	C900040	ANU SHARMA	ANU.SHARMA@BT.KONICAMINOLTA.CA	Branch Windso

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD. 5875 EXPLORER DR, MISSISSAUGA, ON L4W 0E1 (905)890-6600 www.konicaminolta.ca



Maintenance Agreement Additional Comments

Comments

SERVICE RATE FIXED FOR THE TERM OF THE LEASE 11X17 SINGLE CLICK ON ACCURIOPRESS C3070

KONICA MINOLTA

	Up A	Address: GLOBA	L KINGDOM MI	NISTRIES INC., 1250 MA	RKHAM ROAD	D, SCARBOROUGH, ON, M1H 2YS
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	Make		Model:		Serial Number:	
	Cus	any kind. Customer agr damage claim, liability of this representation and signing this Agreement, agrees that the surrend	nd warrants that it has rees to defend, indemr or expense of any kind warranty of good title , Customer surrenders ered equipment will be	ify and hold Konica Minolta Busine (including, but not limited to, court and/or the authority, expressed or a possession of the equipment and a available for pick-up at the same ti	ss Solutions (Canac costs and attorney pparent, of Custom Il components con me that any new eq	mortgage, encumbrance or security interest of da) Ltd. ("KMBS") harmless from any loss, 's fees) arising or resulting from a breach of ner to trade-in or transfer the equipment. Upon tained therein to KMBS. Customer further uipment is delivered. If the surrendered in additional charge for the separate pick-up.
×	Leas	se Company Owned				
	Le	ease Company Name:	DE LAGE LAN	DEN FINANCIAL SERVICE	S_Lease #: 568	8000
	×	Upgrade to Return	KMBS will resolve cu at no expense to Cus		to the Lease Compar	ny. KMBS will ship back to the Lease Company
		Upgrade to Keep	KMBS will resolve cu	irrent lease obligation. Asset belongs	to KMBS unless othe	erwise stated below,
		Buyout to Keep	KMBS will resolve cu	urrent lease obligation. Asset belongs	to KMBS unless othe	erwise stated below.
		End of Lease Return	upon receipt of a writ Authorization Letter a		ipping Instructions. I nt listed above will n	
		PLEASE RETURN THE LE				
		Approved	Sustomer bas fulfilled	LEASE COMPANY USE		
		Contingent Approval	Customer has fulfilled Customer has lease ba	its obligation on current lease.	nich needs to be sa	tisfied.

KONICA MINOLTA

ck	Up Address: GLOBA	AL KINGDOM MIN	ISTRIES INC., 1250 MAR	KHAM ROAD	D, SCARBOROUGH, ON, M1H 2YS
qui	ipment being removed fr Make: <u>C652</u> Make:	Model: Model:	tion: **BIZHUB C652 PRINTER/COPIER	Serial Number:	
	Make:	Model:		Serial Number:	-
	Customer represents a any kind. Customer a damage claim, llability this representation an signing this Agreemen agrees that the surren	and warrants that it has g grees to defend, indemni or expense of any kind (d warranty of good title a nt, Customer surrenders dered equipment will be	fy and hold Konica Minolta Business including, but not limited to, court c nd/or the authority, expressed or ap possession of the equipment and all available for pick-up at the same tim	s Solutions (Canar osts and attorney parent, of Custom components con that any new eq	mortgage, encumbrance or security interest of da) Ltd. ("KMBS") harmless from any loss, 's fees) arising or resulting from a breach of ner to trade-in or transfer the equipment. Upon tained therein to KMBS. Customer further julpment is delivered. If the surrendered an additional charge for the separate pick-up.
×	Lease Company Owned	Asset:			
	Lease Company Name:	DLL		Lease #:00'	1-0130306-000
	Upgrade to Return	KMBS will resolve cur at no expense to Cust		the Lease Compa	ny. KMBS will ship back to the Lease Company
	Upgrade to Keep	KMBS will resolve cur	rent lease obligation. Asset belongs to	KMBS unless othe	erwise stated below.
	Buyout to Keep	KMBS will resolve cur	rent lease obligation. Asset belongs to	KMBS unless othe	erwise stated below.
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MyKMBS.com Access Request Form

Customer Name: <u>GLOBAL</u>	KINGDOM MINISTRI	ES INC.		
Business Class: New or Existing Customer:	Corporate Acct Commercial	Graphics Branch		nt #: 0001326943/0001326943 Required if existing
Serial Number(s): 1 (Include at least one) 2 3		4 5 6		7 8 9
Role: XFleet Manager* If Fleet Manage Set-up to view	er or Local Manager is selected, also	Drder Supplies Only Servic check one of the following: location(s) linked to specified serial r		
First Name: TOM			Last Name: LODU	J
Email: TLODU	@GLOBALKINGDOM	1.CA	nadhran	
Role: KFleet Manager* If Fleet Manager ☐ Set-up to view	er or Local Manager is selected, also	u , , , , , u	ervice Calls Only miber(s)	
First Name: ANNE	2010-01-020		Last Name: LEE	
Email: ANNELE	E@GLOBALKINGD	OM.CA	Тацигас	
Role: □Fleet Manager* If Fleet Manager □ Set-up to view	er or Local Manager is selected, also		rvice Calis Only umber(s)	
First Name:			Last Name:	
Email:			a required	
Fleet Manager - All capabilities of Local Mana Cocal Manager - Gives user the ability to pla lave customer alert his/her IT Department to a leterreads@bt.konicaminolta.ca activation@	ce supply orders, initiate service calls accept the following email addresses:	s, report meter reads and pay	nvoices by credit card.	
Representative:	Territory Code	e	Sales Manager:	Territory Code:
Corporate Acct Mgr: If Applicab	Territory Code	H	Branch Name:	Branch Number:
For Cor	porate, Commercial, Graphics, and	GEM accounts, email com	leted form to mykmbs.nad@bt.konic	aminolta.ca

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Client Info	Company: Global Kingdom M	Ainistries Inc.		Onsite: Offsite	-	0		
int	Decision Maker: Tom Lodu			IT Contact: Tor				_
Clie	Tel: (416) 438-1601 Ext: 225			Tel: (416) 4: Email: tom@glo		22	0	
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	A formal Scope of Work (SOW) document, if re	quired, will be crafted and p	rovid	led to the client for a	pproval by th	ne local Busines	s Solution Co	onsultant.
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Solutions	None	None		No	one			
E	None	None		No	one			
š	None	None		No	one			
	None	None		No	one			
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Signature	Tom Lodu	- Sama	ĺ		Sep/18/2	019		
ign	Decision Maker	F1D884686E	AF4ED		Date		IICA MINOLTA	
S		Flectronic .7	Ma	lerin				

Acknowledgment

This Integration & Performance Expectations will secure this project and schedule the project from receipt of signature to complete the necessary services. To acknowledge that each party understands this Scope of Work, please have a representative from Global Kingdom Ministries and Konica Minolta Business Solutions (Canada) sign and date this document.

The terms and conditions of the Professional Services Agreement apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Tom Lodu		
Full name	Full name	
Operations		
Title	Title	
Signature F1D884686EAF4ED	Signature	
9/20/2019		
Date	Date	

Please carefully review this document. KMBS will ONLY be authorized to perform work that is specifically listed in the above Statement of Work. Any additional work will need to be scheduled as a future service call. Any additional requests outside the KMBS Service Contract and the Statement of Work will be billed accordingly, based upon the KMBS standard hourly service rate at the time of the request.

Any revisions to this Statement of Work must be recorded by an amended Statement of Work. To accept this Statement of Work, please sign & date above where indicated. No additional service call can begin until this Statement of Work is complete. Please keep original at your location. At the completion of the Statement of Work, a copy will be returned to you.

ADDENDUM DATED 09/07/2021 TO EQUIPMENT LEASING AGREEMENT NO. 001-0246823-000 (the "Lease")

For good and valuable consideration, the receipt of which is acknowledged, the parties to the Lease agree that the Lease shall be supplemented as follows:

1. All capitalized terms herein shall have the meaning ascribed to them in the Lease except as otherwise defined herein.

2. Except to the extent modified by this Addendum, the terms and conditions of the Lease shall remain unchanged and continue in full force and effect and the Lease shall not be further supplemented or amended except by writing executed by the officers of Lessor and Lessee or Co-Lessee(s).

LEASE NUMBER	001-0246823-000			
LESSEE NAME	GLOBAL KINGDOM MINISTRIES IN	IC.		
CO-LESSEE NAME(S)				
BILLING ADDRESS	1250 MARKHAM ROAD SCARBO	DROUGH, ON M1	H 2Y9	
SUPPLIER	KONICA MINOLTA BUSINESS SOLU	JTIONS (CANADA) L	TD.	
SUPPLIER PHONE	905 890 5171	LEASE PAYI	MENT (PLUS APPLIC	ABLE TAXES)
COMMENCEMENT DATE	Nov 01, 2019	1) 6 x \$ 5,773.33		
TERM (MONTHS)	69	2) 1 x \$ 0.00		
BILLING FREQUENCY	QUARTERLY	3) 1 x \$ 0.00		
NO. OF PAYMENTS	23	4) 15 x \$ 6,311.46		
EQUIPMENT ANI	D EQUIPMENT ADDRESS			
SEE ATTACHED EQUIPMEN	NT SCHEDULE "A" WHICH FORMS			
AN INTEGRAL PA	RT OF THIS DOCUMENT			

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized officers, as of the date first above written.

ACCEPTED BY LESSOR:

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.

LESSEE NAME:

GLOBAL KINGDOM MINISTRIES INC.

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE: NAME: Anne Lee TITLE: CFO/Treasurer

EQUIPMENT DESCRIPTION MODEL SERIAL NUMBER L250 MARKHAM ROAD LOCATION New PRINTER ACCURIOPRESS C3070 AAC3011001256 1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9 New COPIER C554E A5AY011009257 1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9
--

2/2

ADDENDUM DATED 06/01/2021 TO EQUIPMENT LEASING AGREEMENT NO. 001-0246823-000 (the "Lease")

For good and valuable consideration, the receipt of which is acknowledged, the parties to the Lease agree that the Lease shall be supplemented as follows:

1. All capitalized terms herein shall have the meaning ascribed to them in the Lease except as otherwise defined herein.

2. Except to the extent modified by this Addendum, the terms and conditions of the Lease shall remain unchanged and continue in full force and effect and the Lease shall not be further supplemented or amended except by writing executed by the officers of Lessor and Lessee or Co-Lessee(s).

LEASE NUMBER	001-0246823-000			
LESSEE NAME	GLOBAL KINGDOM MINISTRIES IN	IC.		
CO-LESSEE NAME(S)				
BILLING ADDRESS	1250 MARKHAM ROAD SCARBO	DROUGH, ON M1	H 2Y9	
SUPPLIER	KONICA MINOLTA BUSINESS SOLU	JTIONS (CANADA) L	TD.	
SUPPLIER PHONE	905 890 5171		MENT (PLUS APPLIC	ABLE TAXES)
COMMENCEMENT DATE	Nov 01, 2019	1) 6 x \$ 5,773.33		
TERM (MONTHS)	69	2) 1 x \$ 0.00		
BILLING FREQUENCY	QUARTERLY	3) 16 x \$ 5,869.09		
NO. OF PAYMENTS	23			
EQUIPMENT ANI	D EQUIPMENT ADDRESS			
	NT SCHEDULE "A" WHICH FORMS RT OF THIS DOCUMENT			

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized officers, as of the date first above written.

ACCEPTED BY LESSOR:

KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.

LESSEE NAME:

NAME:

TITLE:

GLOBAL KINGDOM MINISTRIES INC.

AUTHORIZED SIGNATURE:

Spen

AUTHORIZED SIGNATURE:

Tom Lodu - Operations Manager

EQUIPMENT DESCRIPTION	MODEL	SERIAL NUMBER		LOCATION
New PRINTER	ACCURIOPRESS C3070	AAC3011001256	1250 MARKHAM ROAD	SCARBOROUGH ON M1H 2Y9
New COPIER	C554E	A5AY011009257	1250 MARKHAM ROAD	SCARBOROUGH ON M1H 2Y9

2/2



Pre-Authorized Debit (PAD) Authorization

Contract/Reference No. 001-0246823-000 (the "Contract")

PAYOR (CUSTOMER) INFORMATION

Name:	GLOBAL KINGDOM MINIS	TRIES INC.	
Address:	1250 MARKHAM ROAD		
City:	SCARBOROUGH	Prov: ON	Postal Code: M1H 2Y9

BANK ACCOUNT INFORMATION

Please see attached VOID cheque, which must be attached to this form.

PAD DETAILS

Type of Payment: (select one) Personal 🛛 Business 🗹

I/We (the "Undersigned") hereby authorizes and directs De Lage Landen Financial Services Canada Inc. (the "Payee") to debit the account identified on the attached void cheque maintained at the financial institution designated on the attached void cheque (or any other account the Undersigned may authorize at any time) for the payments owing by the Undersigned to the Payee under the Contract in accordance with the payment amount and payment frequency set out in the Contract or, if the payment amount is not set out in the Contract, for the amount set out in each invoice issued by the Payee to the Undersigned pursuant to the terms of the Contract.

The Undersigned hereby waives its right to receive pre-notification from the Payee of the amount of any debit authorized by this agreement and further agrees that it does not require advance notice of the amount of any debit authorized by this agreement before such debit is processed by the Payee.

This authorization is to remain in effect until the Payee has received written notification from the Undersigned of its change or termination. This notification must be received at least thirty (30) days before the next debit is scheduled at the address provided below. The Undersigned may obtain a sample cancellation form, or more information on the Undersigned's right to cancel a PAD Agreement at the Undersigned's financial institution or by visiting www.payments.ca. The cancellation of the authorization given by the Undersigned by this agreement will not relieve or otherwise affect the obligations of the Undersigned to the Payee under the Contract.

The Undersigned has certain recourse rights if any debit does not comply with this agreement. For example, the Undersigned has the right to receive reimbursement from any debit that is not authorized or is not consistent with this agreement. To obtain more information on recourse rights of the Undersigned, the Undersigned may contact its financial institution or visit www.payments.ca.

GLOBAL KINGDOM MINISTRIES INC.

Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

This is Exhibit "T" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 20 -

DocuSigned by: Monica Fallim A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Trinity Ravine Community Inc. ("TRC" or the "Company") Cash Flow Forecast for the period February 21 to May 22, 2022 Unauntis in CAD\$, unless otherwise stated Unaudited

			-	2	e	4	5	9	7	8	6	9	7	12	13	TOTAL 12
Week Ending		Notes	27-Feb-22	6-Mar-22	13-Mar-22	20-Mar-22	27-Mar-22	3-Apr-22	10-Apr-22 17-Apr-22	17-Apr-22	24-Apr-22	1-May-22	8-May-22	15-May-22	22-May-22	weeks
Receipts HST refund		-												46,086		46,086
Total Receipts														46,086		46,086
Operating disbursements																
KJK Ventures Inc.		2	11,300				11,300				11,300				11,300	45,200
Payroll		с С		4,832		4,832		4,832		4,832		4,832		4,832		28,990
GWL - Group Insurance		ę		983				983					983			2,950
Property Land Tax - City of Toronto		4		4,224				4,224					4,224			12,672
Office Supplies and Other				350				350					350			1,050
Contingency				2,000				2,000					2,000			6,000
Total operating disbursements			11,300	12,389		4,832	11,300	12,389		4,832	11,300	4,832	7,557	4,832	11,300	96,862
Financing and other disbursements																
Bank Charges (RBC & TD)				150				150					150			450
Miller Thomson		5	65,000				55,000				40,000					160,000
Deloitte		5	20,000				55,000				35,000					110,000
Monitor's counsel		5					22,500				22,500					45,000
Total financing and other disbursements	ents		85,000	150			132,500	150			97,500		150			315,450
Net Cash Flow			\$ (96,300) \$	(12,539)	-	\$ (4,832)	\$ (143,800)	\$ (12,539) :	•	\$ (4,832)	\$ (108,800)	\$ (4,832)	\$ (7,707)	\$ 41,254	\$ (11,300)	\$ (366,226)
Opening cash		9	155,813	59,513	46,974	46,974	42,142	(101,658)	(114,197)	(114,197)	(119,029)	(227,829)	(232,660)	(240,368)	(199,114)	155,813
Net Cash Flow			(96,300)	(12,539)	'	(4,832)	(143,800)	(12,539)		(4,832)		(4,832)	(7,707)	41,254	(11,300)	(366,226)
Closing cash			\$ 59.513 \$	3 46.974 5	\$ 46.974 9	42 142	\$ (101.658) \$	\$ (114.197)	\$ (114.197)	\$ (119,029)	\$ (227 829)	\$ (232,660)	\$ (240.368)	\$ (199.114)	\$ (210 414)	\$ (210.414)

- Notes: TRC remits HST on a quarterly basis. May refund is an estimate based on payments made during the period January to March 2022. August refund is an estimate based on payments made during the period April to June 2022. ~
 - Monthly payment as agreed by KJK Ventures Inc. 2
- Bi-weekly gross payroll for two employees. Source deductions are paid via the payroll service provider, Rise. Source deductions are current based on latest CRA statement. Group benefits package automatically withdrawn on the first of the month. ო
- As per available property tax details from the City of Toronto online portal. Interim billings of \$4,224 due on March 1, April 1 and May 2, 2022. 4
- Based on current amount due and estimate for the insolvency proceeding period. 2
- Opening cash as per TD and RBC bank statements. 9

This is Exhibit "U" referred to in the Affidavit of Jeremy Anderson sworn before me via video-conference with the deponent in the City of Toronto, and the Commissioner in the City of Mississauga, this 22nd day of February, 2022

- 21 -

DocuSigned by: Monica Faluim A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Trinity Ravine Community Inc. ("TRC" or the "Company") Cash Flow Forecast for the period February 21 to August 21, 2022

11 y z 1 to August	q	
	unless otherwise state	
cast i low i or coast tor the bellog i col and 2 i to bagast	All amounts in CAD\$, unless otherwise stated	I hourd it od

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		co	2,950		983				983					983			5,900
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			\$ (210,414)		(316,229)						_						\$ (538,133)

- Notes: TRC remits HST on a quarterly basis. May refund is an estimate based on payments made during the period January to March 2022. August refund is an estimate based on payments made during the period April to June 2022. ~
- Monthly payment as agreed by KJK Ventures Inc. 2
- Bi-weekly gross payroll for two employees. Source deductions are paid via the payroll service provider, Rise. Source deductions are current based on latest CRA statement. Group benefits package automatically withdrawn on the first of the month. ო
- As per available property tax details from the City of Toronto online portal. Interim billings of \$4,224 due on March 1, April 1 and May 2, 2022. 4
- Based on current amount due and estimate for the insolvency proceeding period. 2
- Opening cash as per TD and RBC bank statements. 9

IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , 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.	Court File No.: CV-22-00677236-00CL
	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
	Proceedings commenced at Toronto
	AFFIDAVIT OF JEREMY ANDERSON (Sworn February 22, 2022)
	MILLER THOMSON LLP 40 King Street West Suite 5800, Toronto, Ontario M5H 3S1, Canada
	Gregory Azeff LSO#: 45324C Tel: 416.595.2660 / Fax: 416.595.8695 Email: gazeff@millerthomson.com
	Stephanie De Caria LSO#: 68055L Tel: 416.597.2652 / Fax: 416.595.8695 Email: sdecaria@millerthomson.com
	Monica Faheim LSO#: 82213R Tel: 416.597.6087 / Fax: 416.595.8695 Email: mfaheim@millerthomson.com
	Lawyers for the Applicant, Trinity Ravine Community Inc.

DocuSign Envelope ID: 7413764B-4615-46AD-ACA6-3CB1B195A3E5

Appendix Z





MILLER THOMSON LLP SCOTIA PLAZA 40 KING STREET WEST, SUITE 5800 P.O. BOX 1011 TORONTO, ON M5H 3S1 CANADA

MILLERTHOMSON.COM

March 24, 2023

Delivered via Email to tvanderlaan@deloitte.ca

Toni Vanderlaan Deloitte Restructuring Inc. 8 Adelaide Street West, Suite 200 Toronto ON M5H 0A9

Delivered via Email to msassi@cassels.com

Monique Sassi Cassels Brock & Blackwell LLP Suite 2100, Scotia Plaza 40 King Street West Toronto ON M5H 3C2

Dear Sirs/Mesdames:

Re: Bankruptcy of Trinity Ravine Community Inc. ("Trinity") / 1250 Markham Road, Toronto, Ontario (the "Property")

As you know, we are the solicitors for Global Kingdom Ministries Church Inc. ("GKM").

We have previously alerted you to our concerns with respect to the real estate appraisal dated July 13, 2020 from Wagner, Andrews and Kovacs Ltd. (the "**WAK Appraisal**"), particularly in light of the fact that it was prepared almost a year prior to the date on which Trinity transferred the Property to GKM, and expressly relied upon "extraordinary" (and materially incorrect) assumptions and limiting conditions in its valuation.

In light of such concerns, enclosed herein for your review and consideration please find a copy of the Retrospective Narrative Appraisal Report dated March 9, 2023 (the "Altus **Report**") prepared by Altus Group in respect of the Property.

The Altus Report ascribes a value of \$7,750,000 as at April 16, 2021, which is the correct date for valuation and reflects the substantial deterioration in market conditions that followed preparation of the WAK Appraisal. In addition, the Altus Report reflects the Property in its actual condition as at that date, and excludes the false assumptions and unreasonable limitations upon which the WAK Report is premised. For these reasons we are of the view that Altus Report valuation is correct and is the appropriate valuation on which to base any future discussions with respect to this matter.

Adam J. Stephens Direct Line: 416.595.8572 Direct Fax: 416.595.8695 astephens@millerthomson.com

File No. 0272763.0003

F 416.595.8695

T 416.595.8500

MILLERTHOMSON.COA

We are available at your convenience to discuss further once you have had the opportunity to review and consider the Altus Report.

Yours truly,

MILLER THOMSON LLP

Per: Ala

Adam J. Stephens AJS/kd

c. G. Azeff, Miller Thomson LLP (via email) Enclsoure



Appendix AA

From:	Kern Kalideen <kernkalideen@gmail.com></kernkalideen@gmail.com>
То:	Stacey Greenbaum <sgreenbaum@deloitte.ca></sgreenbaum@deloitte.ca>
CC:	Vanderlaan, Toni <tvanderlaan@deloitte.ca>;Nan Kajendran</tvanderlaan@deloitte.ca>
	<n.kajendran@trinityravine.ca>;Choudhury, Ron <rchoudhury@millerthomson.com></rchoudhury@millerthomson.com></n.kajendran@trinityravine.ca>
Sent:	2022-10-14 7:52:48 PM
Subject:	Fwd: [**EXT**] Fwd: HST Audit request [MTDMS-Legal.FID10813052]

Stacey,

Ron from Miller Thompson and David Tang were helping us. I am forwarding you our correspondence. I have cc then on this email.

Thanks Kern

------ Forwarded message ------From: Kern Kalideen <<u>kernkalideen@gmail.com</u>> Date: Tue, Oct 11, 2022 at 1:17 PM Subject: Re: [**EXT**] Fwd: HST Audit request [MTDMS-Legal.FID10813052] To: Tang, David <<u>dtang@millerthomson.com</u>> Cc: Choudhury, Ron <<u>rchoudhury@millerthomson.com</u>>, Nan Kajendran <<u>n.kajendran@trinityravine.ca</u>>, Hayhoe, Robert <<u>rhayhoe@millerthomson.com</u>>

Ron,

Can you call me concerning the questions on the HST? We are filing for bankruptcy today and would have like to discussed with you before we filed.

Thanks Kern (416)627-5753

Sent from my iPhone

On Oct 4, 2022, at 9:35 PM, Tang, David < dtang@millerthomson.com > wrote:

Ron, I was initially of your view about question 1 as well, but provided the response as sought by Kern and Nan who thought he likely meant that transaction. Having said that, TRC doesn't have all that many assets or transactions, so from the balance of the questions, it does seem he probably did mean to ask about that transfer, there being really very little else that he could have meant. Does that change your view?

I'll leave it to the rest of you to finalize this response and indeed, Kern and Nan, it is Ron who has the experience on HST audits.

David

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 millerthomson.com

View my web page



Please consider the environment before printing this email.

From: Choudhury, Ron <<u>rchoudhury@millerthomson.com</u>> Sent: Tuesday, October 4, 2022 11:33 AM To: Tang, David <<u>dtang@millerthomson.com</u>>; Kern Kalideen <<u>kernkalideen@gmail.com</u>>; Nan Kajendran <<u>n.kajendran@trinityravine.ca</u>>; Hayhoe, Robert <<u>rhayhoe@millerthomson.com</u>> Subject: RE: [**EXT**] Fwd: HST Audit request [MTDMS-Legal.FID10813052]

David

Thanks for the background.

First, my view is that for question #1, we should not provide prospective information. This is likely going to lengthen the audit. If they have asked us a question about a transaction that seemingly never occurred, it is better to answer that in the negative and wait to determine how/why they found that specific transaction.

Re question 3, I will indeed need more details.

Re question 5, "related" is defined in ETA s.126(2) to refer to the meaning given to the term in s.251(2) of the ITA. Therefore, related for tax purposes is the same or similar for both income and sales tax. I will need further info to answer this question as well.

Thanks

RON CHOUDHURY Providing services on behalf of a Professional Corporation Partner Leader, Corporate and Commodity Tax

Miller Thomson LLP Scotia Plaza 40 King Street West, Suite 5800 P.O. Box 1011 Toronto, Ontario M5H 3S1 Direct Line: +1 416.597.4398 Fax: +1 416.595.8695 Email: rchoudhury@millerthomson.com millerthomson.com

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Please consider the environment before printing this email.

From: Tang, David
Sent: Monday, October 3, 2022 3:21 PM
To: Choudhury, Ron <<u>rchoudhury@millerthomson.com</u>>; Kern Kalideen <<u>kernkalideen@gmail.com</u>>; Nan Kajendran
<<u>n.kajendran@trinityravine.ca</u>>; Hayhoe, Robert <<u>rhayhoe@millerthomson.com</u>>
Subject: FW: [**EXT**] Fwd: HST Audit request [MTDMS-Legal.FID10813052]

Dear Ron, Robert, Kern and Nan:

It appears that the CRA is auditing Trinity Ravine Communities Inc. (TRC) on HST filings etc. For background, Ron, TRC was until 2020 named Global Kingdom Ministries and the owner of a parcel of land on which it had constructed its church building on the south side. The north side was vacant, but paved and used as surface parking, for which they did not charge anything to anyone.

There was predevelopment activity that culminated in the issuance of a building permit for the northern parcel and a severance of that northern parcel. The southern church portion was given the municipal address 1250 Markham Road and the northern development parcel 1256 Markham Road.

The development ran into difficulties and in the summer of 2020 it was determined that TRC would rename itself as TRC and transfer the church parcel, 1250 Markham, to another registered charity that would be renamed "Global Kingdom Ministries Church Inc." (GKMC). The change in the corporation names etc. occurred in the fall of 2020. The transfer of the 1250 Markham land to GKMC did not occur until April of 2021.

I can assist in answering the CRA auditor's first couple of questions, but Ron will have to assist with the more specific HST ones, which are outside of my expertise. Ron, you likely need to discuss with Nan and Kern, so please reach out to them. To start though, I think Nan and Kern should send Ron "RT002" started in April of 2018. I think Ron, that TRC, once it began the development activities made that election in order to enable it to claim ITC, but that's all the information I have.

Secondly, it would be good for us to take a look at the two appraisals you do have – and perhaps update ourselves on why those appraisals were obtained in the first place so we can augment the response with that rationale if appropriate, since the auditor will expect that the appraisals were done for the purpose of making the transfer and will wonder why that is not reflected in the transfer documentation.

I'm also going to note Ron, that I'm going to prospectively answer question 1 even though there isn't a Jun 15, 2020 transaction that I am aware of on title (assuming that they are asking about the property) but if you think that is unwise, please advise. That leaves you to assist with Query 3 and 5 (assuming that "tax purposes" means HST purposes only). Please provide any further comments useful to the other queries?

The auditor's queries and my suggested responses, for everyone's comments are in red below.

Query #1 - Jun 15, 2020 transaction between Scarboro Gospel Temple and Trinity Ravine Community Inc.- please

provide the purchase & sale agreement. Was there any tax implications on this transaction? did either party charge or pay GST/HST or were required to self-assess? We are unaware of any June 15, 2020 transaction between Scarboro Gospel Temple and Trinity Ravine Community Inc., or indeed any June 15, 2020 transaction. We expect that it is the transfer of land (in this case 1256 Markham Road) that you are enquiring about and have attached a Bill of Sale and the transfer of the land registered in the Ontario Land Titles system for your review. It is probably helpful to remind you that Scarboro Gospel Temple changed its name to Global Kingdom Ministries and then ultimately to Trinity Ravine Community Inc. So the gift and transfer of the land upon which the church building is located (1256 Markham Road) was made from Trinity Ravine Community Inc. to a separate charity/corporation named Global Kingdom Ministries Church Inc. on April 16, 2021. Global Kingdom Ministries Church Inc. is not the same entity as Global Kingdom Ministries, which was the former name of the transferor. As the corporation initially known as Scarboro Gospel Temple then Global Kingdom Ministries focused on the provision of affordable seniors housing on the 1256 Markham Road lands, Global Kingdom Ministries Church Inc., assumed the ownership of the church building to enable it to concentrate solely on ministering as a worshiping church community united to share the Good News of Jesus Christ. The transfer of the land has appended to it an affidavit that indicates the property was transferred for nil or nominal consideration. The Sale Agreement, which also covers all of the other assets transferred (furniture, equipment etc.) was for a nominal amount of ten dollars.

Query # 2 - Please explain how the land - 1256 Markham Rd. was used prior to the split. It is our understanding that 1256 Markham was a parking lot and 1250 Markham is the church site. How was this parking lot used and whether it was paid or unpaid parking? 1250 Markham Road was the church site, upon which the church building was located. 1256 Markham Road was used for surface parking, in connection with the church building. No parking or other fees were charged for its use and so we anticipate no HST issues.

Query # 3 - The ITCs claimed under RT002 started in Apr 2018, please explain the overall nature of the expenses incurred to date. Did the expenses only pertain to the development of the lifelong lease project?

Query # 4 - Has an appraisal of land been completed to date on either of the lands - 1250 Markham and/or 1256 Markham? Please provide a copy of the appraisal. Assuming those appraisals are post April 2021 and predate the Limestone and PAOC mortgages: Two appraisals were obtained for financing purposes, to satisfy replacement lenders of the value of the two parcels of land after consent to sever those parcels had been obtained [or ideally : after the transfer of 1250 to Global Kingdom Ministries Church Inc.] as 1250 Markham Road was separately mortgaged from 1256 Markham Road in the summer of 2021, with a mortgage for the church only (1250 Markham) being granted by the church's denomination while 1256 Markham was mortgaged to commercial lenders.

Query # 5 - Are the two entities - Global Kingdom Ministries Inc and Global Kingdom Ministries Church Inc. "related" for tax purposes?

Thanks.

David

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Please consider the environment before printing this email.

From: Kern Kalideen <<u>kernkalideen@gmail.com</u>> Sent: Monday, September 26, 2022 10:42 AM To: Tang, David <<u>dtang@millerthomson.com</u>>; Hayhoe, Robert <<u>rhayhoe@millerthomson.com</u>> Cc: Nan Kajendran <<u>n.kajendran@trinityravine.ca</u>>; <u>anne@globalkingdom.ca</u> Subject: [**EXT**] Fwd: HST Audit request

See request from CRA for the HST. Can you advise ?

Sent from my iPhone

Begin forwarded message:

From: Nan Kajendran <<u>n.kajendran@trinityravine.ca</u>> Date: September 26, 2022 at 10:32:08 AM EDT To: Kern Kalideen <<u>kern.kalideen@gmail.com</u>> Subject: HST Audit request

P. Kern,

This is the latest question they need the reply.

See attached.

Best Regards,

Nan Kajendran

Accounting & Finance

Trinity Ravine Towers

1250 Markham Road

Toronto, Ontario

M1H 2Y9

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Appendix BB



Financial Statements

Global Kingdom Ministries Inc.

September 30, 2020

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Independent Auditor's Report

Grant Thornton LLP Suite 200 15 Allstate Parkway Markham, ON L3R 5B4 T +1 416 366 0100 F +1 905 475 8906

To the Members of Global Kingdom Ministries Inc.

Qualified opinion

We have audited the financial statements of Global Kingdom Ministries Inc. (the "Church"), which comprise the statement of financial position as at September 30, 2020, and the statements of operations, changes in fund balances and cash flows for the year then ended, and notes to the financial statements including a summary of significant accounting policies.

In our opinion, except for the effects of the matter described in the *Basis for qualified opinion* paragraph, the financial statements present fairly, in all material respects, the financial position of the Church as at September 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations ("ASNPO").

Basis for qualified opinion

As outlined in Note 8 to the financial statements, in the course of obtaining long-term financing, the Church entered into an interest rate swap agreement. Based on a valuation of this financial instrument as at September 30, 2020, there is an unrealized cumulative loss which has not been recorded in the financial statements. In this respect, the financial statements are not in accordance with ASNPO. Had the swap agreement been recorded at fair value, the excess (deficiency) of revenue over expenditures for the year ended September 30, 2020 would have been reduced by the unrealized loss of \$143,731 (2019 – \$178,494), and liabilities would have been increased and fund balances would have been decreased as at September 30, 2020, by the cumulative loss of \$83,795 (2019 – cumulative gain of \$59,936).

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Church in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with ASNPO, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Church's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using

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the going concern basis of accounting unless management either intends to liquidate the Church or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Church's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due
 to fraud or error, design and perform audit procedures responsive to those risks, and obtain
 audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of
 not detecting a material misstatement resulting from fraud is higher than for one resulting from
 error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the
 override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Church's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Church's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Church to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Grant Thornton LLP

Markham, Canada February 16, 2021

Chartered Professional Accountants Licensed Public Accountants

Global Kingdom Ministries Inc. Statement of Financial Position

	Comoral	F	Capital and		
As at September 30	General Fund	L	Development Fund	2020	2019
Assets Current					
Cash Guaranteed investment	\$ 324,830	\$	1,366,734	\$ 1,691,564	\$ 3,881,061
certificates (Note 4)	104,750		-	104,750	104,750
Harmonized Sales Taxes (HST) recoverable	13,631		63,569	77,200	166,708
Interfund receivable (payable) Prepaid expenses and other assets	 1,143,287 <u>103,580</u>		(1,143,287) <u>27,718</u>	 - 131,298	 - 104,051
	1,690,078		314,734	2,004,812	4,256,570
Property under development (Note 5) Property and equipment (Note 6)	 -	_	34,927,361 13,976,971	 34,927,361 13,976,971	 32,858,140 14,303,526
	\$ 1,690,078	\$	49,219,066	\$ 50,909,144	\$ 51,418,236
Liabilities Current					
Accounts payable and accrued liabilities Loans payable (Note 7) Long-term debt (Note 8)	\$ 74,633 - -	\$	935,397 5,442,250 7,331,000	\$ 1,010,030 5,442,250 7,331,000	\$ 1,341,652 5,442,250 564,000
	74,633		13,708,647	13,783,280	7,347,902
Life lease and service deposits (Note 5) Long-term debt (Note 8)	 		26,701,740	 26,701,740 -	 26,641,674 7,094,000
	 74,633		40,410,387	 40,485,020	 41,083,576
Fund balances Unrestricted Invested in property and equipment	 1,615,445 -		- 8,808,679	 1,615,445 8,808,679	 1,240,182 9,094,478
	 1,615,445		8,808,679	 10,424,124	 10,334,660
	\$ 1,690,078	\$	49,219,066	\$ 50,909,144	\$ 51,418,236

Contingencies (Note 9)

On behalf of the Board of Directors

Lan

Director

Chris Kean

Director

Global Kingdom Ministries Inc. Statement of Operations

	Capital and General Fund Development Fund				Total	Total
Year ended September 30	2020	2019	2020	2019	2020	2019
Revenue Offerings						
General	\$ 2,549,575	\$ 2,815,702	\$-	\$-	\$ 2,549,575	\$ 2,815,702
Missions	134,906	231,244	-	-	134,906	231,244
Capital	· -	-	27,450	29,430	27,450	29,430
Government assistance	389,128	50,877	37,157	-	426,285	50,877
Rental, interest and other income	86,691	144,626	7,359	1,530	94,050	146,156
Ministry	22,574	130,946			22,574	130,946
	3,182,874	3,373,395	71,966	30,960	3,254,840	3,404,355
Expenditures						
Ministry (Note 12)	1,300,435	1,401,672	-	-	1,300,435	1,401,672
Administration (Note 12)	540,078	537,615	-	-	540,078	537,615
Amortization of property and equipment	-	-	385,940	396,739	385,940	396,739
Building maintenance (Note 12)	328,600	456,053	-	-	328,600	456,053
Missions (Note 12)	197,929	259,211	-	-	197,929	259,211
Commissions (Note 5)	-	-	194,087	-	194,087	-
Interest on swap loan (Note 8)	-	-	157,993	142,043	157,993	142,043
Marketing	<u> </u>	<u> </u>	60,314		60,314	<u> </u>
	2,367,042	2,654,551	798,334	538,782	3,165,376	3,193,333
Excess (deficiency) of revenue over expenditures	<u>\$ 815,832</u>	<u>\$718,844</u>	<u>\$ (726,368</u>)	<u>\$ (507,822</u>)	<u>\$ 89,464</u>	\$ 211,022

Global Kingdom Ministries Inc. Statement of Changes in Fund Balances

Year ended September 30	General Fund	D	Capital and Development Fund	2020	2019
Balance, beginning of year	\$ 1,240,182	\$	9,094,478	\$ 10,334,660	10,123,638
Excess (deficiency) of revenue over expenditures	815,832		(726,368)	89,464	211,022
Interfund transfer	 (440,569)		440,569	<u> </u>	<u> </u>
Balance, end of year	\$ 1,615,445	\$	8,808,679	\$ 10,424,124	\$ 10,334,660

Global Kingdom Ministries Inc. Statement of Cash Flows

ncrease (decrease) in cash				
perating Excess of revenue over expenditures	\$	89,464	\$	211,022
Items not affecting cash	Ψ	00,404	Ψ	211,022
Amortization of property and equipment		385,940		396,739
Commission expense (Note 5)		<u>194,087</u>		
		<u>669,491</u>		607,761
Change in non-cash working capital items				
HST recoverable		89,508		488,028
Prepaid expenses and other assets		(27,247)		(12,368
Accounts payable and accrued liabilities		(2,472)		(1,079,821
		59,789		<u>(</u> 604,161
		729,280		3,600
inancing Proceeds of loans payable		-		4,322,250
Repayment of long-term debt		(327,000)		(548,000
		(327,000)		3,774,250
		<u> </u>		
nvesting Redemption of guaranteed investment certificates		29,593		9,000,000
Purchase of guaranteed investment certificates		(29,593)		5,000,000
Reinvested interest earned on guaranteed investment certificates		(_0,000)		(1,591
Purchase of property under development		(2,592,458)		(17,549,128
Proceeds from deposits from service providers		169,500		
Proceeds from life lease deposits		1,187,581		5,952,433
Repayments of life lease deposits Property and equipment purchases		(1,297,015) (59,385)		(38,519
Toperty and equipment purchases	_	(33,303)		(00,018
	_	(2,591,777)		(2,636,805
(Decrease) increase in cash		(2,189,497)		1,141,045
ash				
Beginning of year		3,881,061		2,740,016
End of year	\$	1,691,564	\$	3,881,061

Reversal of commission payable and reduction of property under development (Note 5)

<u>\$329,150</u> <u>\$</u>-

See accompanying notes to the financial statements.

September 30, 2020

1. Purpose of the organization and subsequent event

Global Kingdom Ministries Inc. (the "Church") is a multi-cultural family that worships together, grows together, and shares the Good News of Jesus Christ. The Church was incorporated under the Corporations Act (Ontario) on September 4, 2007 and is a registered charity under the Income Tax Act.

Subsequent to year end on October 1, 2020, the Church transferred the net assets of its ministry operations to Global Kingdom Ministries Church Inc., an inactive holding entity under common control. Immediately prior to the transfer, Global Kingdom Ministries Church Inc. obtained control of the Church by virtue of a change in bylaws of the Church that resulted in the ability to elect the Church's Board of Directors.

Net assets of the Church in the amount of \$14,733,521 were transferred at their carrying amount to Global Kingdom Ministries Church Inc. in exchange for: (i) \$10 and (ii) a note receivable from Global Kingdom Ministries Church Inc. in the amount of \$2,948,544.

The following net assets were transferred at carrying amount effective October 1, 2020:

Cash	\$	324,830
Cash	φ	324,030
Guaranteed investment certificates		104,750
Harmonized Sales Taxes recoverable		13,631
Property under development – Phase III		284,392
Property and equipment		13,976,971
Prepaid expenses and other assets		103,580
Accounts payable and accrued liabilities		<u>(74,633</u>)
Net assets transferred	\$	14,733,521

On October 21, 2020, the Church was renamed Trinity Ravine Community Inc. Global Kingdom Ministries Church Inc. controls Trinity Ravine Community Inc. by virtue of the ability to elect Trinity Ravine Community Inc.'s Board of Directors.

2. Summary of significant accounting policies

Basis of presentation

Church management has prepared these financial statements in accordance with Canadian accounting standards for not-for-profit organizations ("ASNPO"), the more significant of which are outlined below.

Use of estimates

Management reviews the carrying amounts of items in the financial statements at each statement of financial position date to assess the need for revision or any possibility of impairment. Certain items in the preparation of these financial statements require management's best estimate. Management determines these estimates based on assumptions that reflect the most probable set of economic conditions and planned courses of action.

September 30, 2020

2. Summary of significant accounting policies (continued)

Use of estimates (continued)

These estimates are reviewed periodically and adjustments are made to excess (deficiency) of revenue over expenditures as appropriate in the fiscal year they become known.

The significant areas requiring the use of management's judgment relate to the estimated useful life of property and equipment, and the fair value of the interest swap loan. Actual results could differ from these estimates.

Fund accounting

The Church uses fund accounting to present its financial statements whereby resources for particular purposes are classified for accounting and reporting purposes into one of the following funds.

The General Fund accounts for the Church's ministry and administrative activities.

The Capital and Development Fund reflects revenue earned and funds expended to purchase and develop property and equipment.

Interfund transfers

Transfers between funds are recognized when resources of one fund have been authorized to finance activities and acquisitions in another fund. The Church's Board of Directors (the "Board") authorized the transfer of part of the 2020 General Fund excess of revenue over expenditures to the Capital and Development Fund to assist with costs of property under development, the purchase of Church property and equipment, and repayment of debt.

Revenue recognition

The Church follows the restricted fund method of accounting for restricted contributions. Restricted contributions and government assistance are recognized in the fiscal year received or receivable as revenue of the fund to which they are directed. Unrestricted offerings and government assistance are recognized as revenue of the General Fund in the fiscal year received or receivable if collection is reasonably assured. Rental, interest and other income is recognized as earned.

Revenue relating to sales of life lease condominiums is recognized provided that the related agreement is unconditional; the buyer occupies the unit; a reasonable portion of the sale proceeds have been received; collectability of the remaining proceeds is reasonably assured; and the Church can reliably measure the necessary costs to complete the development of the asset. Until these criteria are met, any proceeds received are accounted for as life lease deposits in the statement of financial position.

The Church has also received deposits for the use of service providers for the life lease condominiums when constructed. Any such proceeds received are accounted for as service deposits in the statement of financial position and will be recognized in revenue over the life of the service agreement.

Donated services

The work of the Church is dependent on the voluntary service of many members. Since these services are not normally purchased by the Church and because of the difficulty in determining their fair value, donated services are not recognized in these financial statements.

nistrios Inc

Global Kingdom Ministries Inc.

Notes to the Financial Statements

September 30, 2020

2. Summary of significant accounting policies (continued)

Property under development including intangible assets

The cost of property under development includes all expenditures incurred in connection with acquisition, including all direct development costs to prepare it for its productive use. Incidental operating income (expense) earned during the development period is recognized as charge to property under development. Interest, financial and transaction costs associated with loans incurred for the direct expenditures on property under development are capitalized. Interest costs are capitalized from the commencement of the development until the accounting completion date, which is the date the development has reached a satisfactory level of occupancy.

The Church considers a satisfactory level of occupancy to have occurred when the property is capable of operating in the manner intended by management.

Intangible assets comprised of sales commissions paid by the Church for the development of the Trinity Ravine Community project are capitalized and expensed to commission expense at the earlier of i) the date of mutual release of life lease units and ii) the Church's recognition of revenue on the sale of life lease units.

Property and equipment

Property and equipment are recorded at cost and are amortized on a straight-line basis over their estimated useful life as follows:

Building	40 years
Furniture and equipment	5 years
Computer equipment and software	3 years

Long lived assets

Long lived assets are tested for impairment when events or changes in circumstances indicate that an asset might be impaired. The assets are tested for impairment by comparing the net carrying value to their fair value or replacement cost. If the asset's fair value or replacement cost is determined to be less than its net carrying value, the resulting impairment is reported in the statement of revenue and expenses. Any impairment recognized is not reversed.

Financial instruments

The Church's financial instruments are measured at fair value when issued or acquired.

At each reporting date, the Church measures its financial assets and liabilities at amortized cost (less impairment in the case of financial assets), except related party transactions that are recorded at the exchange amount. The financial instruments measured at amortized cost are cash, guaranteed investment certificates (GICs), accounts payable, loans payable, and long-term debt.

For financial assets measured at amortized cost, the Church regularly assesses whether there are any indications of impairment. If there is an indication of impairment, and the Church determines that there is a significant adverse change in the expected timing or amount of future cash flows from the financial asset, it recognizes an impairment loss in the statement of operations. Any reversals of previously recognized impairment losses are recognized in the statement of operations in the fiscal year the reversal occurs.

September 30, 2020

2. Summary of significant accounting policies (continued)

Adoption of new accounting standards

On October 1, 2019, the Church adopted new accounting standards *Section 4433 Tangible capital assets held by not-for-profit organizations* and *Section 4434 Intangible assets held by not-for-profit organizations* (the "standards"). The most significant requirements include:

- tangible capital assets must be separated into their component parts, when practicable, and when estimates can be made of the lives of the separate components;
- tangible capital assets and intangible assets are written down to fair value or replacement cost to
 reflect partial impairments when conditions indicate that the assets no longer contribute to an
 organization's ability to provide goods and services, or that the value of future economic benefits
 or service potential associated with the tangible capital assets are less than their net carrying
 amounts; and
- additional disclosures when an impairment has occurred.

The adoption of the new accounting standards was applied prospectively, except the Church was permitted to recognize an adjustment to opening fund balances at October 1, 2019 to reflect partial impairments of tangible and intangible assets existing at that date, if any. The adoption of these standards did not have any impact on the statement of financial position as at October 1, 2019 and the changes in financial position for the current period.

3. Objectives, policies and processes for managing capital

The Church's capital is comprised of the net amounts invested in unrestricted funds and capital and development funds.

Unrestricted funds

The objective of the Board is to maintain an unrestricted fund balance sufficient to meet both the annual working capital requirements and the annual maintenance of property and equipment. Staff members prepare, and the Finance Committee reviews, the annual budget for their respective departments. After the budget is approved by the Board, the Treasurer monitors the actual results against the forecast and notifies the Finance Committee and the Board when changes to plans are required.

Invested in capital and development funds

The Church invested in property and equipment to provide a larger place of worship, and completed Phase I in March 2008, comprising 55,000 square feet for the benefit of all congregants.

During fiscal 2011, the Church completed the process of constructing additional facilities of approximately 24,500 square feet. This was initially a two-storey building which houses a full size gymnasium, offices and meeting rooms. The building was constructed to add a third floor at a later date. The management of this new facility is included under the overall Church management.

Any new property and equipment acquisitions or building projects over \$5,000 are first brought to the Finance Committee for consideration who will, in turn, receive final approval from the Board. During fiscal 2020, the Finance Committee and the Board approved the additions described in Notes 5 and 6.

September 30, 2020

3. Objectives, policies and processes for managing capital (continued)

Other restrictions

The Church is subject to the disbursement requirements set by the Canada Revenue Agency for Canadian charities, and as at the end of fiscal 2020, was in compliance with this requirement.

The Church is not subject to any external capital requirements other than those outlined elsewhere.

4. Guaranteed investment certificates

There are two GICs at year end securing the City of Toronto letters of credit as disclosed in Note 9. One GIC is invested at a rate of 1.22% per annum (2019 – 1.22% per annum), maturing in October 2020 (2019 – October 2020) at an amount of \$75,157 (2019 - \$75,157). The other GIC is invested at a rate of 1.00% per annum (2019 – 1.00% per annum), maturing in April 2021 (2019 – April 2020) at an amount of \$29,593 (2019 - \$29,593).

5. Property under development and life lease deposits and service deposits

Property under development

Total expenditures for property under development of \$34,927,361 (2019 - \$32,858,140) includes:

	Trinity Ravin	e Community	Phase III			
	2020	2019	2020	2019		
Land at 1256 Markham Road (2.171 acres on the Northern portion of the land)	<u>\$ 2,036,354</u>	<u>\$ 2,036,354</u>				
Capital expenditures, beginning of year Capital expenditures Interest and financing charges	23,437,009 1,706,613	6,936,731 15,671,200	284,392 -	284,392 -		
(Notes 7 and 8)	742,724	829,078		<u> </u>		
	25,886,346	23,437,009	284,392	284,392		
Intangible asset, beginning of year Fees and commissions paid Fees and commissions reversed	7,100,385 143,121 (329,150)	6,051,535 1,048,850 -		- - -		
Fees and commissions expensed	<u>(194,087</u>)					
	6,720,269	7,100,385		<u> </u>		
Balance, end of year	\$ 34,642,969	\$ 32,573,748	\$ 284,392	\$ 284,392		

September 30, 2020

5. Property under development and life lease deposits and service deposits (continued)

Cumulative fees and sales commissions on life lease units amount to \$6,720,269 (2019 - \$7,100,385). During the year, intangible assets in the amount of \$329,150 (2019 - \$Nil) were reversed due to an adjustment to the agreement on commissions required to be paid. In addition, there were \$194,087 (2019 - \$Nil) in previously paid sales commissions that were written off as commissions expense in conjunction with the mutual release of certain units.

Life lease deposits and service deposits

This balance represents lump sum payments received related to Life Lease Agreements. The change in the balance of the year is as follows:

	2020 2019
Balance, beginning of year Deposits for life lease units Less mutual releases of units Less amount amortized to revenue	\$ 26,641,674 \$ 20,689,241 1,187,581 5,952,433 (1,297,015) -
	26,532,240 26,641,674
Deposit provided by service providers	
Balance, end of year	\$ 26,701,740 \$ 26,641,674

Trinity Ravine Community ("TRC")

During fiscal 2015, the Church decided to pursue the construction of a life lease condominium complex on the Church's property at 1256 Markham Road to provide adult lifestyle housing for the community. The plan calls for the creation of a vibrant community with many amenities for seniors and a bustling sidewalk atmosphere along Markham Road. Having already received re-zoning approval for two acres, the Church's plan is to build approximately 585 life-lease residential units in two phases, with construction of Phase I (300 units) expected to begin in Spring 2021 and Phase II (285 units) six months later with expected occupancy by March 2024. Unit sales began in September 2016. As at September 30, 2020, 75% of the units have been sold. Deposits are reflected as life lease deposits in the statement of financial position.

Included in property under development is a cumulated total of \$2,086,113 (2019 - \$2,281,063) paid to a corporation with whom a member of management was associated, for development consulting services and commission on the sale of units.

Effective October 1, 2020, a contract was signed for annual consulting fees of up to \$655,000 to a maximum of \$2,620,000 to completion (defined as 80% occupancy).

The Church has engaged the services of Maple Reinders as construction project manager and Reinders + Rieder Ltd. as project architects for the development of TRC. To date, no project commitments have been entered into.

September 30, 2020

5. Property under development and life lease deposits (continued)

Phase III

To meet the growing need for more space resulting from increased ministry growth, especially with children and youth, the Church launched Phase III of the original building plans in fiscal 2013. Phase III will provide additional space of 24,834 square feet and the opening of the balcony. During fiscal 2015, the Church decided to delay construction of Phase III until the end of Phase I of Trinity Ravine Community, expected in Spring 2024.

6. **Property and equipment**

				 2020	 2019
	 Cost	-	Accumulated	 Net Book Value	 Net Book Value
Land at 1250 Markham Road (4.482 acres on the Southern portion of the land) Building Furniture and equipment Computer equipment and software	\$ 4,204,026 13,652,178 380,983 64,563	\$	- 3,987,300 294,193 43,286	\$ 4,204,026 9,664,878 86,790 21,277	\$ 4,204,026 10,006,182 75,179 18,139
	\$ 18,301,750	\$	4,324,779	\$ 13,976,971	\$ 14,303,526

7. Loans payable

	 2020	 2019
Loan payable to Ontario Wealth Management Corporation ("OWEMANCO"), bearing interest at 11.00% (2019 – 11.25%), due January 2021 (2019 – October 2019). The Ioan is open for repayment in full upon at least one month's written notice and payment of one month's interest premium. The Ioan is secured by a second priority claim on the land and building and a general security agreement on all assets of the Church. During the year, the Church renegotiated the terms of the Ioan.	\$ 5,300,000	\$ 5,300,000
Investor loans payable, bearing interest at 7% for a three-year period, renewable annually, due on 60 days' advanced notice and unsecured. The investor loans payable are due to members of the congregation.	 142,250	 142,250
	\$ 5,442,250	\$ 5,442,250

OWEMANCO interest expense and loan renewal fees incurred of \$649,668 (2019 - \$727,777) and interest of \$10,415 (2019 - \$9,935) on the investor loans payable were included in property under development costs (Note 5).

September 30, 2020

8. Long-term debt

o. Long-term debt	 2020	 2019
Interest swap loan, payable in monthly average principal payments of \$46,000, bearing interest at a fixed rate of 1.38%, plus a stamping fee of 1.3%, due January 17, 2022, secured by a first priority claim on the land and building and a general security agreement on all assets of the Church	\$ 7,331,000	\$ 7,658,000
Less: current portion	 (7,331,000)	 (564,000)
	\$ -	\$ 7,094,000

Interest expense of \$41,416 (2019 - \$53,507) incurred on a portion of the loan payable for the TRC project was included in property under development costs (Note 5). The remainder is included in the statement of operations.

In May 2016, the Church entered into an interest rate swap agreement with a Canadian chartered bank, in order to eliminate any interest rate cash flow risk if the loan payable had otherwise been arranged with an interest rate based on the bank's prime rate. The agreement is for a 5-year term.

ASNPO requires that this financial instrument be considered and valued at the year end date. The fair value of the swap is estimated by discounting net cash flows of the swap using forward interest rates for a swap with the same maturity. At September 30, 2020, the fair value of the interest rate swap results in an unrealized loss for the year of 143,731 (2019 – 178,494) and a cumulative loss of 833,795 (2019 – cumulative gain of 559,936). This cumulative gain or loss has not been recorded as management believes that such a presentation would be a misrepresentation of the financial position of the Church.

As a condition of the swap loan, the Church is required to maintain a minimum debt service ratio, calculated including only balances related to \$5,747,000 (2019 - \$6,005,000) of the interest swap loan. As at September 30, 2020, the Church is not in compliance with this covenant. As a result, long-term debt is reflected as a current liability.

9. Contingencies

Letters of credit

The Church is contingently liable for irrevocable letters of credit issued by its bank as requested by the City of Toronto. As at September 30, 2020, the letters of credit amounted to \$956,792 (2019 - \$956,792).

TRC buyback and leaseback options

As part of the overall TRC sales strategy, two incentive programs were introduced at a one-time sales event to select brokers and investors: a buyback option, based on a fixed square footage rate at current rates less any discounts and less 50% of any upgrades, that may be exercised by the purchaser within two years from the occupancy date; and a leaseback option for a term of two or three years whereby investors are guaranteed a return on their investments with TRC operating the lease and having control over their units. Both options will commence on the project completion date.

As at September 30, 2020, one unit was sold under the buyback option, and 29 units were sold under the leaseback option resulting in a total commitment of \$1,680,000.

10. Financial instruments risk management

The Church is exposed to various risks through its financial instruments. The following analysis provides a measure of the Church's risk exposures and concentrations, which remain unchanged from the prior fiscal year. It is management's opinion that the Church is not otherwise exposed to significant credit or currency risks arising from its financial instruments.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Church is exposed to interest rate risk with respect to GICs, loans payable, and long-term debt.

The interest rate swap arrangement described in Note 8 provides interest rate fluctuation protection for the remainder of the loan repayment term to fiscal 2022. The Church is exposed to interest rate price risk with respect to the fixed rate portion and the additional stamping fee that is paid. The stamping fee is fixed to fiscal 2022 at 1.3% and must be renegotiated at that time, based on the Church's creditworthiness and level of borrowing. It is management's opinion that the Church is not exposed to significant interest rate risk as its creditworthiness is not expected to decline in the future.

Liquidity risk

Liquidity risk is the risk that the Church will encounter difficulty in meeting its obligations. The Church is exposed to this risk mainly in respect of its accounts payable, loans payable, and long-term debt. The Church reduces exposure to liquidity risk by ensuring that adequate cash reserves are maintained and holding GICs that can be readily converted into cash.

Included in accounts payable and accrued liabilities are government remittances of \$Nil (2019 - \$19,165).

September 30, 2020

11. Comparative amounts

Certain comparative amounts have been reclassified from those previously presented to conform to the presentation of the 2020 financial statements.

12. Details of General Fund expenditures

Ministry Personnel Next generation ministries Church ministries and community Sunday gatherings	\$	2020 1,055,135 101,881 79,459 63,960	\$	2019 1,053,923 170,075 135,328 42,346
	\$	1,300,435	\$	1,401,672
Administration				
Personnel	\$	339,714	\$	375,136
Operating expenses		200,364		162,479
	\$	540,078	\$	537,615
Building maintenance	•	400 500	^	
Facility	\$	198,589	\$	296,809
Personnel		<u>130,011</u>		159,244
	\$	328,600	\$	456,053
Missions	¢	407.005	ሱ	02.000
World missions Home missions	\$	127,905 67,359	\$	83,806 116,366
Mission training and promotion		1,665		4,671
Mission trips		1,000		<u>54,368</u>
		.,		01,000
	\$	197,929	\$	259,211

September 30, 2020

13. COVID-19

On March 11, 2020, the World Health Organization declared a global pandemic as a result of the spread of COVID-19. Since that time, the pandemic has severely impacted local economies around the globe. In many countries, including Canada, organizations were forced to cease or limit operations for long or indefinite periods of time. Measures taken to contain the spread of COVID-19, including travel bans, quarantines, physical distancing, and closures of non-essential services have triggered significant disruptions to organizations worldwide, resulting in a widespread economic slowdown. Governments and central banks have responded with monetary and fiscal interventions in an attempt to stabilize economic conditions.

The duration and impact of the COVID-19 pandemic, as well as the effectiveness of government and central bank responses, remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the Church for future periods. Subsequent to year end, as at the audit report date, the Church experienced a decline in offerings relative to historical trends. However, the Church expects that its existing reserves, ongoing cost mitigation efforts, and government assistance will provide the necessary support for the foreseeable future.

Appendix CC

DEMAND PROMISSORY NOTE (Dated October 1, 2021)

TO: GLOBAL KINGDOM MINISTRIES CHURCH INC. 1250 Markham Road, Scarborough, Ontario Canada, M1H 2Y9

FOR VALUE RECEIVED, and subject to the terms and conditions set forth in this note (this "Note"), TRINITY RAVINE COMMUNITY INC. (the "Borrower"), hereby unconditionally promises to pay to the order of GLOBAL KINGDOM MINISTRIES CHURCH INC. (the "Lender"), in immediately available funds, at 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9, or such other location as the Lender shall designate in writing, the amount of FOUR MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND NINETY-FOUR DOLLARS AND NINETY-NINE CENTS (CDN \$4,833,094.99) and to pay interest on the unpaid principal amount hereof at the rates and on the dates specified below. Repayment shall be made in lawful currency of Canada.

The aggregate unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, shall be due and payable on demand.

The Borrower agrees to pay interest to the Lender on the unpaid principal amount of this Note from the date hereof at a rate per annum equal to 9.00% until the full and final repayment of the principal amount of this Note. Interest shall be calculated annually and payable annually in arrears and on the date of repayment. Amounts of principal and interest that are past due under this Note shall bear interest at a rate of 9.00% per annum, payable on demand, from the date of such non-payment until such amount is paid in full.

The Borrower may prepay the principal amount of this Note in whole or in part at any time or from time to time without premium or penalty by giving 2 business days' notice to the Lender.

The books and records of the Lender shall constitute *prima facie* evidence of the amount of principal and interest outstanding under this Note from time to time.

The Borrower hereby waives presentment for payment, notice of non-payment, protest and notice of protest of this Note. No failure on the part of the holder hereof to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall a single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All payments under this Note shall be made without offset, counterclaim or deduction of any kind.

Neither the Lender nor the Borrower may assign this Note or any of its respective rights or obligations under this Note without the prior written consent of the other party, which consent may be withheld in the sole discretion of such party. Any such assignment of this Note must be made in accordance with applicable securities laws.

The undersigned agrees that limitation periods established by the *Limitations Act, 2002* (Ontario), other than the ultimate 15-year limitation period, do not apply to this promissory note.

This note shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

TRINITY RAVINE COMMUNITY INC.,

as Borrower

By: Sonia Goodridge (Aug 23, 2022 18:14 EDT)

Name: Sonia Goodridge

Title: Director <u>Christopher Kean</u> By: Christopher Kean (Aug 22, 2022 13:36 EDT)

Name: Christopher Kean Title: Director DELOITTE RESTRUCTURING INC. Applicant

and GLOBAL KINGDOM MINISTRIES CHURCH INC. Respondent

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

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

REPORT OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS TRUSTEE IN BANKRTUPCY OF TRINITY RAVINE COMMUNITY INC. TO THE COURT ON TRANSFER AT UNDERVALUE

Cassels Brock & Blackwell LLP

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