

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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.

**APPLICATION RECORD
(RETURNABLE FEBRUARY 23, 2022)**

February 22, 2022

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ARRANGEMENT OF TRINITY RAVINE COMMUNITY INC.

I N D E X

Tab	Description
1	Issued Notice of Application, returnable February 23, 2022
2	Affidavit of Jeremy Anderson, sworn February 22, 2022
Exhibits	
A	Corporate Profile Report for Trinity Ravine Community Inc. dated February 14, 2022
B	Organizational Chart
C	Corporate Profile Report for Global Kingdom Ministries Church Inc. dated January 10, 2022
D	List of Board Directors
E	Parcel Register dated February 14, 2022 in respect of Development Land (1250 Markham Road)
F	Parcel Register dated February 14, 2022 in respect of Church Land (1250 Markham Road)
G	General Form of Life Lease Agreement
H	Life Lease Agreement (Purchaser Represented by Real Estate Broker)
I	Life Lease Agreement (Purchaser Self-represented)
J	2021 Financial Statements
K	Limestone Capital Inc. Charge (Instrument No. AT5770136)
L	Nahid Corp. Charge (Instrument No. AT5887441)
M	Personal Property Security Registration System Enquiry Response Certificate dated February 13, 2022
N	Royal Bank of Canada (RBC) Letters of Credit
O	Maple Contract dated December 4, 2014
P	KJK Ventures Agreement dated October 9, 2020
Q	Reinders Agreement dated March 31, 2015
R	CW Agreement dated November 12, 2021
S	Konica Equipment Agreement dated September 20, 2019

T	13-Week Cash Flow Forecast
U	26-Week Cash Flow Forecast
3	Draft Initial Oder & Blackline against Model order
4	Monitor's Consent

TAB 1



Electronically issued : 22-Feb-2022
Délivré par voie électronique : 22-Feb-2022
Toronto

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

(Court Seal)

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.

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- In writing
- In person
- By telephone conference
- By video conference

at the following location:

<https://millerthomson.zoom.us/j/83507607342?pwd=Wm8vNzltRWZmMkRGMkh6NGtHdGxOdz09>

on Wednesday, February 23, 2022, at 12:00 p.m., before a judge presiding over the Commercial List (*or on a day to be set by the registrar*).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
Local Registrar

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APPLICATION

1. The Applicant, Trinity Ravine Community Inc. (“**Trinity Ravine**” or the “**Applicant**”) makes this application for an Order pursuant to the *Companies’ Creditors Arrangement Act* RSC 1985, c. C-36, as amended (the “**CCAA**”), substantially in the form attached as Tab 3 to this Application Record (the “**Initial Order**”), *inter alia*:

- (a) Abridging the time for service and filing of the Notice of Application and the Application Record, declaring that the Application is properly returnable on February 23, 2022 and dispensing with further service thereof;
- (b) Declaring that the Applicant is a party to which the CCAA applies;
- (c) Appointing Deloitte Restructuring Inc. (“**Deloitte**” or the “**Proposed Monitor**”) as CCAA monitor (as appointed, the “**Monitor**”);
- (d) Staying all proceedings and remedies taken or that might be taken in respect of the Applicant or any of its business or 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 an administration charge up to a maximum amount of \$150,000 (the “**Administration Charge**”) to secure the fees and disbursements of the

following professionals: counsel to the Applicant, the Proposed Monitor, and counsel to the Proposed Monitor;

- (g) Authorizing the Applicant to file with the Court a plan of arrangement or compromise to its creditors (a “**Plan**”); and
- (h) Such further and other relief as counsel may advise and this Honourable Court may permit.

2. The grounds for the application are:

- (a) The Applicant is a corporation under the *Canada Not-for-profit Corporations Act* whose primary business and charitable purpose is the development of a real estate development project known as Trinity Ravine Community (the “**Project**”);
- (b) The Project is a two-tower, 605-unit project to be built on “shovel-ready” grounds in Markham, Ontario (the “**Development Land**”), and is intended to serve as an accessible, condominium-style senior citizens’ residence which enables residents to “age in place”;
- (c) The Project utilizes a life lease structure pursuant to which prospective residents purchase the right to occupy units in the Project upon completion;
- (d) Between 2015 and 2019, the Applicant sold life leases to a total of 439 purchasers (the “**Purchasers**”) pursuant to life lease occupancy agreements (the “**Life Lease Agreements**”);

- (e) Pursuant to a majority of the Life Lease Agreements, Purchasers paid a 20% deposit (the “**Deposit**”) in a series of installments over a period of time;
- (f) The Life Lease Agreements establish the “Completion Date” (*ie*, the date upon which interior work in the Suite has been completed to the extent necessary for occupation) (the “**Completion Date**”) as March 31, 2019, subject to extension for up to three (3) years on notice to the Purchasers;
- (g) The Completion Date was extended to March 31, 2022 on notice to the Purchasers;
- (h) Due to the skyrocketing costs of construction and the delays and uncertainty caused by the COVID-19 pandemic, the Project will not be completed by the Completion Date, and the Project’s financial model is no longer viable;
- (i) Between 2019 and 2021, a number of Purchasers purported to terminate their Life Lease Agreement and demanded a return of their Deposit, and the Applicant accepted the termination requests of 188 Purchasers (the “**Refunded Purchasers**”);
- (j) Deposits (inclusive of interest) in the aggregate amount of \$12,229,521.49 were returned to the Refunded Purchasers;
- (k) A total of 280 Purchasers remain in the Project (the “**Remaining Purchasers**”), with Deposits in the aggregate principal amount of \$16,119,649.96;
- (l) Certain of the Remaining Purchasers have purported to terminate their Life Lease Agreements and have demanded return of their Deposits, however, the Applicant

has not formally accepted any of these additional terminations, and is unable to process further refund requests at this time;

- (m) The Applicant's secured creditors include Limestone Capital Inc. ("**Limestone**") and Nahid Corp. ("**Nahid**"), each of which has a registered charge against the Development Land, in the principal amount of \$3,000,000 and \$4,700,000, respectively. The debts owing to the secured creditors have not been paid;
- (n) Limestone and Nahid each support the Applicant's efforts to restructure, including the relief sought in the Initial Order;
- (o) If CCAA protection is granted to the Applicant, it intends to:
 - (i) Conduct a "dual track" sale and investment solicitation process (the "**SISP**") with a view toward either:
 - (1) Securing sufficient financing and purchaser support for the Project to be completed while providing sufficient liquidity to deal with Remaining Purchasers who wish to terminate their purchase agreements; or
 - (2) Terminating the Project, selling the development property and distributing the proceeds to the Applicant's creditors; and
 - (ii) Develop and implement a Plan (or other mechanism) to achieve the above objectives;
- (p) As at the date hereof, the Applicant has assets in the total amount of \$25,766,228.49 and liabilities in the total amount of \$29,115,052.79;

- (q) The Applicant currently has no source of revenue, is unable to meet its obligations as they generally become due, and has ceased paying its current obligations in the ordinary course of business;
- (r) The Applicant has acted in good faith and with due diligence;
- (s) The Applicant's principal secured creditors and the Proposed Monitor support the relief sought, and the Applicant believes that there is sufficient equity in the development property to either (i) secure additional financing to complete the Project, or (ii) sell the Development Land and refund the Deposits to the Purchasers;
- (t) The Applicant requires the stay of proceedings and the other relief sought in the Initial Order to preserve enterprise value while stabilizing its position and evaluate the available restructuring alternatives;
- (u) It is necessary and in the best interests of the Applicant, its creditors and other stakeholders that the Applicant be afforded the "breathing room" provided by the CCAA;
- (v) The provisions of the CCAA;
- (w) Rules 1.04, 2.03, 3.02, 14.05(2), 16, 38 and 39 of the *Rules of Civil Procedure*, as amended, and sections 106 of the *Courts of Justice Act*, as amended; and
- (x) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. The following documentary evidence will be used at the hearing of the application:
- (a) The Affidavit of Jeremy Anderson sworn February 22, 2022;
 - (b) The consent of Deloitte to act as Monitor;
 - (c) The 13-week consolidated cash-flow forecast of the Applicant for the period ending April 10, 2022; and
 - (d) Such further and other material as counsel may advise and this Honourable Court may permit.

February 22, 2022

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RCP-E 14E (September 1, 2020)

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.

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at **TORONTO**

NOTICE OF APPLICATION

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TAB 2

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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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:**

1. 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

2. 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.

3. 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 financiers, 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:
 - (i) 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

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

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) Maple Reinders. 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 of a separate elevated parking structure for 500 cars at an approximate 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) KJK Ventures. 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) Reinders & Rieder Ltd. 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) Cushman Wakefield. 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) Konica Equipment. 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 <https://www150.statcan.gc.ca/n1/daily-quotidien/211028/t001e-eng.htm>, 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 its 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.

DocuSigned by:
Monica Fakeim
A927328446B742A...

Commissioner for Taking Affidavits

DocuSigned by:
Jeremy Anderson

70645C98E045438...
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 Faheim
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Profile Report

TRINITY RAVINE COMMUNITY INC. as of February 14, 2022

Act	Corporations Information Act
Type	Extra-Provincial Federal Corporation Non-Share
Name	TRINITY RAVINE COMMUNITY INC.
Ontario Corporation Number (OCN)	1846511
Governing Jurisdiction	Canada - Federal
Incorporation/Amalgamation Date	September 04, 2007
Registered or Head Office Address	1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Status	Refer to Governing Jurisdiction
Date Commenced in Ontario	September 04, 2007
Principal Place of Business	1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9

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

Barbara Duckitt

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.

Chief Officer or Manager

Name

Kern KALIDEEN

Address for Service

11 Stoney Creek Drive, Markham, Ontario, Canada, L6E 0H3

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

Barbara Duckitt

Director/Registrar

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Corporate Name History

Refer to Governing Jurisdiction

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

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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.

Barbara Duckitt

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.

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.

Barbara Duckitt

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.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BRITTNEY LINES - OTHER	October 27, 2020
CIA - Initial Return PAF: RUBY E. DEAN - OFFICER	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.

Barbara Duckitt

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.

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

DocuSigned by:

Monica Faheim

A927328446B742A

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

DocuSigned by:

Monica Faheim

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Profile Report

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

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

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

Barbara Duckitt

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.

Active Director(s)

Minimum Number of Directors [Not Provided]
Maximum Number of Directors [Not Provided]

Name Johnson T BABALOLA
Address for Service 146 Hazelwood Drive, Whitby, Ontario, Canada, L1N 3L8
Date Began September 26, 2020

Name Johnson BABALOLA
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Ruby DEAN
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Ruby E DEAN
Address for Service 40 Dundalk Drive, 70, Scarborough, Ontario, Canada, M1P 4S3
Date Began September 26, 2020

Name Nathan DEVANAND
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Jasmine N DUNSTON
Address for Service 188 Woodsworth Road, North York, Ontario, Canada, M2L 2T1
Date Began September 26, 2020

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

Barbara Duckitt

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.

Name Jasmine DUNSTON
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Sonia E GOODRIDGE
Address for Service 1156 Gossamer Drive, Pickering, Ontario, Canada, L1X 2T8
Date Began September 26, 2020

Name Sonia GOODRIDGE
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Christopher T KEAN
Address for Service 24 Evershot Crescent, Markham, Ontario, Canada, L6E 0L5
Date Began September 26, 2020

Name Christopher KEAN
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Donna M LODU
Address for Service 1790 Woodview Avenue, Pickering, Ontario, Canada, L1V 1L4
Date Began September 26, 2020

Name Donna LODU
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Frederick MITCHELL
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began June 28, 2018

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

Barbara Duckitt

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.

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

Name Devanand I NATHAN
Address for Service 81 Garden Street, Whitby, Ontario, Canada, L1N 9E7
Date Began September 26, 2020

Name Paul A SINGH
Address for Service 125 East Avenue, Scarborough, Ontario, Canada, M1C 3K9
Date Began September 26, 2020

Name Paul SINGH
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Mark STEELE
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began September 26, 2020

Name Mark R STEELE
Address for Service 118 Sandcherry Court, Pickering, Ontario, Canada, L1V 6V8
Date Began September 26, 2020

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

Barbara Duckitt

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.

Active Officer(s)

Name Jeremy ANDERSON
Position Secretary
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began November 17, 2020

Name Robert JOHNSTON
Position President
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began October 01, 2020

Name Anne LEE
Position Treasurer
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began October 01, 2020

Name Anne LEE
Position Chief Financial Officer
Address for Service 1250 Markham Road, Scarborough, Ontario, Canada, M1H 2Y9
Date Began October 01, 2020

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

Barbara Duckitt

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.

Corporate Name History

Name	GLOBAL KINGDOM MINISTRIES CHURCH INC.
Effective Date	July 02, 2020
Previous Name	FRED MITCHELL MINISTRIES INC.
Effective Date	June 28, 2018

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

Barbara Duckitt

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.

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.

Barbara Duckitt

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.

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.

Barbara Duckitt

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.

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.

Barbara Duckitt

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.

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

DocuSigned by:

Monica Faheim

A027328446B742A...

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

DocuSigned by:
Monica Faheim
A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

LAND
REGISTRY
OFFICE #66

06179-0141 (LT)

PAGE 1 OF 3
PREPARED FOR Rebecca01
ON 2022/02/14 AT 14:46:56

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

PROPERTY DESCRIPTION: PART OF LOT 32 RCP 10620 PARTS 1,3,9,11,12 ON PLAN 66R31325; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 4 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 5, 6 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 4, 5, 7, 8 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 3, 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT AT5708631.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 06179-0128

PIN CREATION DATE:
2021/06/03

OWNERS' NAMES
TRINITY RAVINE COMMUNITY INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/06/03 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/06/26 **						
64R9926	1983/09/08	PLAN REFERENCE				C
64R10306	1984/08/14	PLAN REFERENCE				C
TB268009	1985/09/10	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***	CITY OF SCARBOROUGH	
CORRECTIONS: 'INSTRUMENT TYPE' CHANGED FROM 'TRANSFER' TO 'TRANS EASMENT' ON 1991/03/19 BY ROMA NUTLEY.						
66R22461	2006/05/17	PLAN REFERENCE				C
AT2010746	2009/02/11	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2279726	2010/01/15	TRANS RELIGIOUS ORG	\$7,650,000	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA	GLOBAL KINGDOM MINISTRIES INC.	C

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.

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	2010/08/25	NOTICE	\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	C
	<i>REMARKS: RE, AT2010746</i>					
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
	<i>REMARKS: AT2279804</i>					
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO		C
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROYAL BANK OF CANADA	CITY OF TORONTO	
	<i>REMARKS: AT2279804 TO AT4950467</i>					
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		C
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	
	<i>REMARKS: AT4993259</i>					
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	
	<i>REMARKS: AT4993259. AT4993259</i>					
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	
	<i>REMARKS: AT4993259</i>					
66R31325	2020/06/04	PLAN REFERENCE				C
AT5633723	2021/01/26	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** OWEMANCO MORTGAGE HOLDING CORPORATION	OWEMANCO MORTGAGE HOLDING CORPORATION	

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT5682976	2021/03/22	TRANSFER OF CHARGE		CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY *** DELETED AGAINST THIS PROPERTY *** 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 OWEMANCO MORTGAGE HOLDING CORPORATION CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY CANADIAN WESTERN TRUST COMPANY	
				REMARKS: AT4993259. AT4993259 & AT5069400		
AT5705956	2021/04/15	APL CH NAME OWNER		GLOBAL KINGDOM MINISTRIES INC.	TRINITY RAVINE COMMUNITY INC.	C
AT5763092	2021/06/09	LR'S ORDER		LAND REGISTRAR, TORONTO LAND REGISTRY OFFICE		C
				REMARKS: UPGRADING DESCRIPTION		
AT5770136	2021/06/16	CHARGE	\$3,000,000	GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	C
AT5770137	2021/06/16	NO ASSGN RENT GEN		GLOBAL KINGDOM MINISTRIES CHURCH INC. TRINITY RAVINE COMMUNITY INC.	LIMESTONE CAPITAL INC.	C
				REMARKS: AT5770136.		
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		
				REMARKS: AT4993259.		
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
				REMARKS: AT2279804.		
AT5849215	2021/09/02	APL (GENERAL)		*** COMPLETELY DELETED *** TRINITY RAVINE COMMUNITY INC.		
				REMARKS: DELETE SUBJECT TO AN EASEMENT AS IN TB268009		
AT5887441	2021/10/19	CHARGE	\$4,700,000	TRINITY RAVINE COMMUNITY INC.	NAHID CORP.	C

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

DocuSigned by:

Monica Faheim

A927320446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

LAND
REGISTRY
OFFICE #66

06179-0140 (LT)

PAGE 1 OF 3
PREPARED FOR Rebecca01
ON 2022/02/14 AT 14:47:49

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

PROPERTY DESCRIPTION: PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325, (FORMERLY CITY OF SCARBOROUGH).; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631; CITY OF TORONTO

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT AT5708631.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 06179-0128

PIN CREATION DATE:
2021/06/03

OWNERS' NAMES
GLOBAL KINGDOM MINISTRIES CHURCH INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/06/03 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/06/26 **						
AT2010746	2009/02/11	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2279804	2010/01/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
AT2485789	2010/08/25	NOTICE	\$2	CITY OF TORONTO	GLOBAL KINGDOM MINISTRIES INC.	C
REMARKS: RE, AT2010746						
AT3502650	2014/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** GLOBAL KINGDOM MINISTRIES INC.	ROYAL BANK OF CANADA	
REMARKS: AT2279804						
AT4950467	2018/09/04	NOTICE		CITY OF TORONTO		C

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT4950468	2018/09/04	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROYAL BANK OF CANADA	CITY OF TORONTO	
		<i>REMARKS: AT2279804 TO AT4950467</i>				
AT4983617	2018/10/17	NOTICE		CITY OF TORONTO		C
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	
		<i>REMARKS: AT4993259</i>				
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	
		<i>REMARKS: AT4993259. AT4993259</i>				
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	
		<i>REMARKS: AT4993259</i>				
66R31325	2020/06/04	PLAN REFERENCE				C
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	
		<i>REMARKS: AT4993259. AT4993259 & AT5069400</i>				
AT5682976	2021/03/22	TRANSFER OF CHARGE		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	C
		<i>REMARKS: AT5633723.</i>				
AT5708631	2021/04/16	TRANSFER		TRINITY RAVINE COMMUNITY INC.	GLOBAL KINGDOM MINISTRIES CHURCH INC.	C

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.

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	
		<i>REMARKS: AT5682976 PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325</i>				
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.	
		<i>REMARKS: AT5770136.</i>				
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		
		<i>REMARKS: AT4993259.</i>				
AT5840901	2021/08/26	CHARGE	\$7,400,000	GLOBAL KINGDOM MINISTRIES CHURCH INC.	THE PENSION FUND (1969) OF THE PENTECOSTAL ASSEMBLIES OF CANADA THE PENTECOSTAL ASSEMBLIES OF CANADA PENTECOSTAL FINANCIAL SERVICES GROUP INC.	C
AT5840902	2021/08/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** LIMESTONE CAPITAL INC.		
		<i>REMARKS: AT5770136.</i>				
AT5842192	2021/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		<i>REMARKS: AT2279804.</i>				

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

DocuSigned by:

Monica Faheim

A927328446E742A
Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

SCHEDULE "A"

LIFE LEASE OCCUPANCY AGREEMENT

Corporation:

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

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

This information must be completed by Occupancy

Purchaser:
Full Name(s) _____

Address: _____

Tel: _____

Email: _____

Purchaser:
Full Name(s) _____

Address: _____

Tel: _____

Email: _____

Resident:
Full Name(s) _____

Address: _____

Tel: _____

Email: _____

Resident:
Full Name(s) _____

Address: _____

Tel: _____

Email: _____

Purchase Details:

Suite No: _____ as specifically described in Schedule "L" (the "Suite")

Total cost of the Suite is \$ _____, including, _____ storage locker at \$ _____ per locker and _____ parking space(s) at \$ _____ per space, (the "Total Cost").

Deposit:

1. \$5,000.00 paid by cheque to the "Global Kingdom Ministries – in Trust", on the date of execution of this Agreement by the Purchaser fully refundable within 10 days of the execution of this agreement, such period ending _____. (the "Notice Date").
2. Five percent (5%) of the Total Cost, inclusive of 1 above, or \$ _____ payable by post-dated cheque to the Corporation within thirty (30) days of the execution date of this Agreement by the Purchaser, such period ending _____.
3. Five percent (5%) of the Total Cost, or \$ _____, payable by post-dated cheque to the Corporation within one hundred and twenty (120) days of the execution date on this Agreement by the Purchaser, such period ending _____.
4. The balance (90%) upon completion and occupancy.

Offer:

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

Dated this _____ day of _____, 20_____

Witness Signature

Purchaser Signature

Witness Signature

Purchaser Signature

Witness Signature

Purchaser Signature

Witness Signature

Purchaser Signature

Dated this _____ day of _____, 20_____

Witness Signature

Resident Signature

Witness Signature

Resident Signature

Acceptance:

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

Dated this _____ day of _____, 20_____

GLOBAL KINGDOM MINISTRIES

Per: _____
(I have authority to bind the Corporation)

REVISION DATE: April 3rd, 2019

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

SCHEDULE "E"
TERMS AND CONDITIONS
OF LIFE LEASE OCCUPANCY

WHEREAS:

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

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

MEANING OF WORDS

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

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

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

DEVELOPMENT OF TRINITY RAVINE TOWERS

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

TOTAL COST

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

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

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

PROVIDED THAT:

- (i) We shall enter into a construction contract with a reputable general contractor or construction manager;
- (ii) We shall have received confirmation that municipal zoning requirements have been met,
- (iii) Global Kingdom Ministries guarantees that subject to paragraph 31 any deposit used in construction will be fully refunded to purchasers if project does not proceed to completion.

12.2 The balance of the Total Cost is payable on the Completion Date, established in paragraph 12, by bank draft, money order or direct deposit to the Corporation.

12.3 The Purchaser agrees that any and all costs associated with additions, alterations, changes to standard Suite features offered ("Extras") as selected by the Purchaser are subject to our approval.

12.4 The Purchaser shall pay for the Extras upon ordering the Extras, and the balance of the Total Cost on the Completion Date.

12.5 Current regulations may exempt purchasers in connection with the Purchaser's acquisition of the right to occupy the suite from land transfer tax. Should regulations change, the total Cost **does not include** land transfer tax which will be then payable by the Purchaser.

LIFE LEASE INTEREST AND RIGHT TO OCCUPY

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

13.1 **Purchaser's Life Lease Interest:** the Corporation grants to the Purchaser an estate, right or interest in and to the Lands (the "Life Lease Interest") which consists of the Purchaser's right to actually occupy the Suite for his or her own use and enjoyment if the Purchaser also signs this Agreement as Resident, or to agree with the Corporation and the Resident, or a future occupant of the Suite, as to the actual occupancy, use and enjoyment of the Suite by the Resident or future occupant. Subject to the terms of this Agreement, the Life Lease Interest may be held by the Purchaser for as long as the Purchaser lives, may be transferred by the Purchaser to a third party in the open market prior to his or her death, or by his or her estate trustees after his or her death, or may be transferred by the Purchaser to members of his or her family prior to his or her death, or by his or her estate trustees after his or her death in accordance with the terms of any will the Purchaser may make prior to his or her death, or in accordance with the laws of the Province of Ontario governing the distribution of the estates of persons who die without wills.

13.2 **Resident's Right to Occupy the Suite:** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment subject to the Rules and Regulations adopted by us from time to time.

13.3 **Limitation on Resident's Right to Occupy:** You agree that the Suite will only be occupied, used and enjoyed by the Resident(s), (except is

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

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

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

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

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

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

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

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

COVENANTS AND AGREEMENTS ("PROMISES")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29.5 **Transfer by the Corporation:** that we will not convey our fee simple title to the Lands to any third party other than another not for profit or charitable corporation, or a not for profit corporation the members of which consist solely of purchasers and residents of Trinity Ravine Towers.

29.6 **Residents' Association:** the Corporation anticipates that the Residents would form a Residents' Association to represent the Residents' interests and provide input regarding the management of Trinity Ravine Towers, in accordance with the Corporation's Residents' Association policy. The Corporation will facilitate the formation and provide reasonable assistance with the ongoing operation of such Association, provided that the Corporation retains final decision-making authority. Membership to the Residents' Association will be limited to the individual(s) noted as Residents only with one (1) vote per Suite.

SPECIAL CIRCUMSTANCES BEFORE COMPLETION

30. **Death prior to Completion Date:** In the event of the death prior to the Completion Date of a Purchaser who has also signed this Agreement as Resident, and provided that there is no surviving Purchaser, who has also signed this Agreement as Resident, we shall refund the Deposit to the Purchaser's estate not later than one hundred and twenty (120) days after we receive a death certificate from the deceased Purchaser's personal representative and a written request to terminate this Agreement.

31. **Default prior to Completion Date:** If you inform us on or before the Completion Date that you are unable or unwilling to complete your obligations under the Agreement for any reason other than as set forth in paragraph 30, we, at our option, will be relieved of any obligation to make any formal tender upon you. We may treat such information as default under the Agreement. In that case, in addition to all other remedies available to us, we may declare the Agreement terminated. Upon such default, we will be under no further obligation to you and we will be entitled to either retain the Deposit and sue you for damages or retain the Deposit as liquidated damages and not as a penalty.

TERMINATION UPON DEFAULT

32. **First notice:** While this Agreement is in effect, you will be in default ("Default") upon the occurrence of any of the following events:

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

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

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

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

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

TERMINATION UPON TRANSFER

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

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

- 35.11 **Death:** Upon the Purchaser's death, the Purchaser's personal representatives may transfer the Life Lease Interest:
- (i) **without payment of any administrative and transfer fee** to a person or transferee referred to in sub-paragraph 35.6 in accordance with the procedures set out in sub-paragraph 35.7; or
 - (ii) **upon payment of the appropriate administrative and transfer fee** to any other person or transferee in accordance with the procedures set out in paragraph 35;

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

DAMAGE

36. Damage:

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

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

INSURANCE

37. Insurance:

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

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

The policy of insurance will:

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

37.2 General Provisions:

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

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

37.3 **By The Purchaser:**

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

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

37.4 **Proceeds of Insurance:**

In the event that:

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

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

38. **Disclosure Statement:**

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

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

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

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

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

SCHEDULE "F"

LEGAL DESCRIPTION

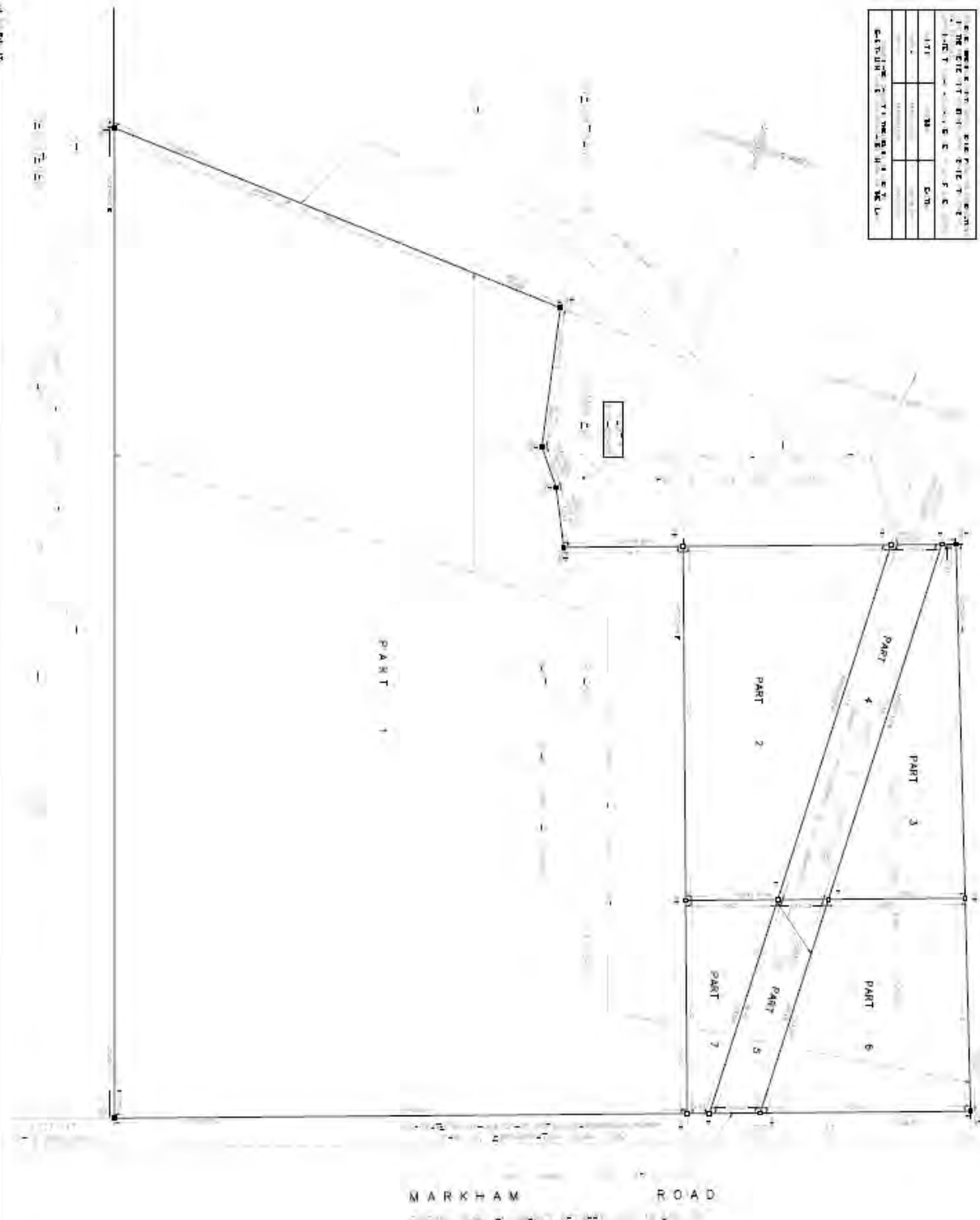
Part of Property Identifier Number: 06179-0128 (LT).

**Municipal Address: New Municipal Number to be Allocated to the North
part of 1250 Markham Road, Toronto, Ontario, M1H 2Y9**

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

TABLE
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1. LOT 32		PLAN 10620	
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LOT 32
 REGISTRAR'S COMPILED PLAN 10620
 CITY OF TORONTO



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RUDY MAK
 SURVEYING LTD.
 1000 SHEPPARD AVENUE EAST
 SUITE 101
 AURORA, ONTARIO L4G 1V7
 TEL: (905) 709-1111
 FAX: (905) 709-1112
 WWW.RUDYMAK.COM

SCHEDULE "G"

COMMON AREAS AND FACILITIES

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

SCHEDULE "H"

RULES AND REGULATIONS

FORMING PART OF LIFE LEASE OCCUPANCY AGREEMENT

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

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

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

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

SCHEDULE "I"

FEATURES AND SPECIFICATIONS

EASY-LIVING DESIGN FEATURES

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

RESIDENT SAFETY & SECURITY FEATURES

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

GENERAL BUILDING FEATURES

General

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

- fitness/exercise room

DETAILED BUILDING AND SUITE FINISHES AND FEATURES

Kitchen

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

Appliances

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

Baths

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

Flooring

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

Walls, Ceiling and Trim

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

Doors and Windows

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

Mechanical

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

Electrical

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

Exterior and Common Features

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

Suite Finish Selections

3 standard colour packages to select from, including:

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

Standard Suite Finishes

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

Upgrade Suite Features (additional cost applies)

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

SCHEDULE "J"

ADMISSION CRITERIA

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

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

SCHEDULE "K"

DISPUTE RESOLUTION

1. Informal Process

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

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

2. Formal Process

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

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

3. Performance Notwithstanding Dispute

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

SCHEDULE "L"

FLOOR PLAN AS PER ATTACHED

SCHEDULE "M"

**AMENDING AGREEMENT TO
LIFE LEASE OCCUPANCY AGREEMENT**

B E T W E E N

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

- and -

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

- and -

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

- and -

■
(hereinafter known as "**Lender**")

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

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

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

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

(a)

(b)

[List any additional Loan Documentation]

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

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

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

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

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

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

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

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

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

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

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

GLOBAL KINGDOM MINISTRIES

NAME OF LENDER

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

 Witness

 ■
 As Purchaser

 Witness

 ■
 As Resident

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

ATTACHMENT 1

Description of the Lands

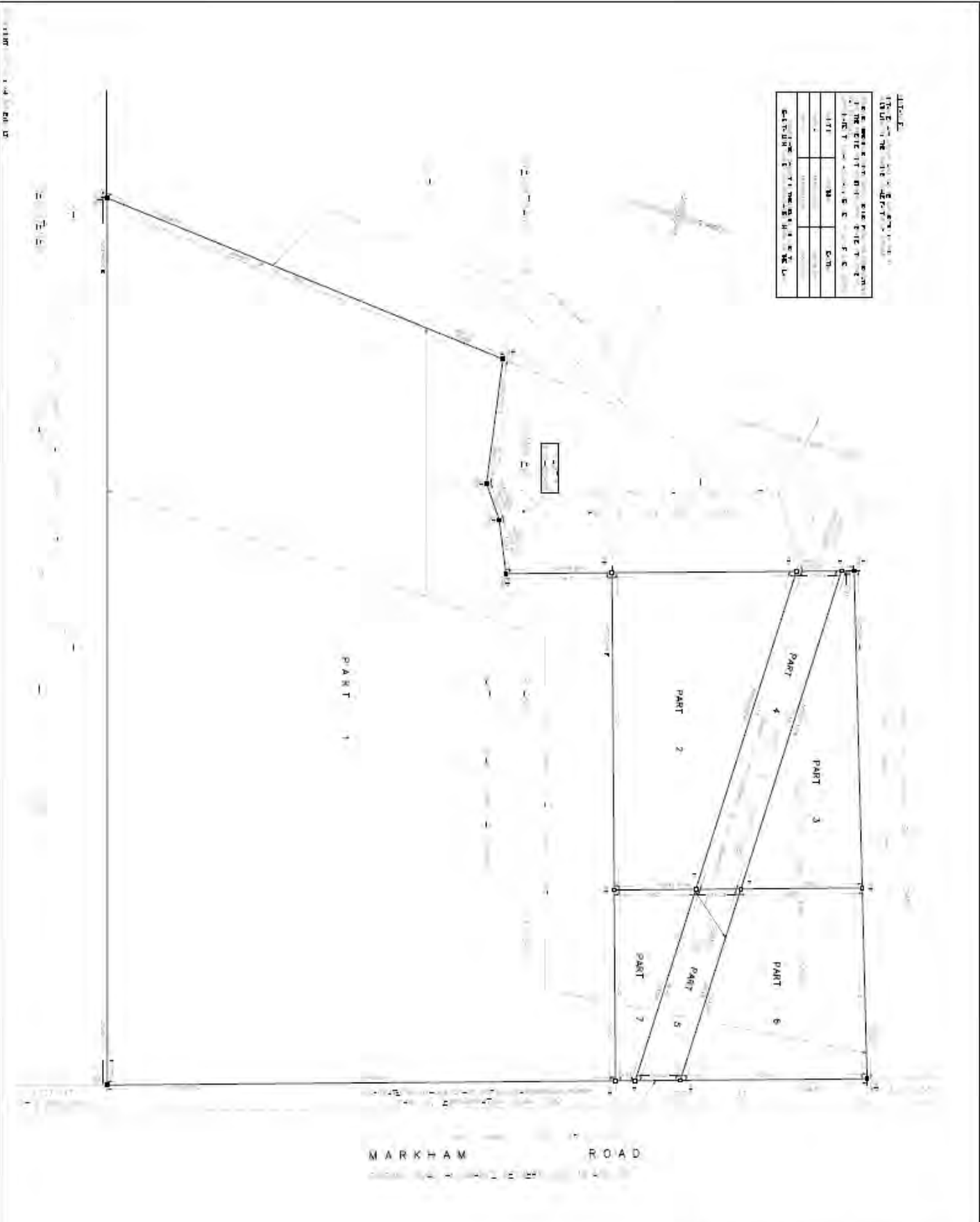
Part of Property Identifier Number: 06179-0128 (LT).

Municipal Address: 1250 Markham Road, Toronto, Ontario, M1H 2Y9

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

TABLE
 THE DISTRICT OF BRIMLEY

LOT	AREA (SQ. FT.)	AREA (SQ. M.)
1	10,000.00	929.03
2	10,000.00	929.03
3	10,000.00	929.03
4	10,000.00	929.03
5	10,000.00	929.03
6	10,000.00	929.03
7	10,000.00	929.03
TOTAL	70,000.00	6503.21



LT	AREA (SQ. FT.)	AREA (SQ. M.)
1	10,000.00	929.03
2	10,000.00	929.03
3	10,000.00	929.03
4	10,000.00	929.03
5	10,000.00	929.03
6	10,000.00	929.03
7	10,000.00	929.03
TOTAL	70,000.00	6503.21

LOT 32
 REGISTRAR'S COMPILED PLAN 10620
 CITY OF TORONTO

LEGEND

--- EASEMENT

--- UTILITY EASEMENT

--- DRIVEWAY EASEMENT

--- BOUNDARY

--- EASEMENT

RUDY MAK
 SURVEYING LTD.
 ONTARIO LAND SURVEYING

1000 SHEPPARD AVENUE EAST
 SUITE 100
 AURORA, ONTARIO L4G 1N2
 TEL: (416) 709-8888
 FAX: (416) 709-8889
 WWW.RUDYMAK.COM

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 Plaza

40 King Street West, Suite 5800

P.O. Box 1011

Toronto, Ontario M5H 3S1

Direct Line: [+1 416.597.6047](tel:+14165976047)

Fax: [+1 416.595.8695](tel:+14165958695)

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 Faheim

A027328446B742A

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. **Completion Date:** 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. **Occupancy of Suite:** The Resident shall take occupancy of the Suite and the Purchaser shall pay the balance of the Total Cost defined in paragraph 12 upon Completion, as defined in paragraph 8.

TOTAL COST

12. **Total Cost:** In return for the Purchaser's Life Lease Interest and the Resident's right to occupy the Suite, and other rights under this Agreement, the Purchaser will pay us the total cost for the Suite 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. **Life Lease Interest and Right to Occupy:** In return for the Total Cost paid by the Purchaser:

- 13.1 **Purchaser's Life Lease Interest:** the Corporation grants to the Purchaser an estate, right or interest in and to the Lands (the "Life Lease Interest") which consists of the Purchaser's right to actually occupy the Suite for his or her own use and enjoyment if the Purchaser also signs this Agreement as Resident, or to agree with the Corporation and the Resident, or a future occupant of the Suite, as to the actual occupancy, use and enjoyment of the Suite by the Resident or future occupant. Subject to the terms of this Agreement, the Life Lease Interest may be held by the Purchaser for as long as the Purchaser lives, may be transferred by the Purchaser to a third party in the open market prior to his or her death, or by his or her estate trustees after his or her death, or may be transferred by the Purchaser to members of his or her family prior to his or her death, or by his or her estate trustees after his or her death in accordance with the terms of any will the Purchaser may make prior to his or her death, or in accordance with the laws of the Province of Ontario governing the distribution of the estates of persons who die without wills.

13.2 **Resident's Right to Occupy the Suite:** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment.

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 requirement.

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. **Components of Occupancy Charge:** In general, the Occupancy Charge includes all interior and exterior cleaning and maintenance of the Common Areas and Facilities, all utilities for the Common Areas and Facilities, domestic hot and cold

water and centrally-supplied natural gas for your Suite, insurance on the building, management and administration, 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. **Suite charges:** You are responsible for the cleaning, repair and maintenance of your Suite and the replacement, cleaning, repair, maintenance and upgrading of all appliances and all finishes, including but not limited to all paint and coatings, carpeting, all flooring, kitchen and bathroom cabinets and countertops, medicine cabinets, interior partition doors, hardware for interior partition doors, lighting fixtures, sinks, toilets, bathtubs, faucets, bathroom accessories, grab bars, ceramic wall tile, closet shelving, and any other improvements and betterments. You must also pay all charges for property taxes related to your Suite, content and liability insurance, telephone, 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. **Attorney:** 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. **Emergency:** 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.

COVENANTS AND AGREEMENTS ("PROMISES")

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

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

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

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

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

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

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 **Re-entry:** to allow us an immediate right of entry to inspect, to rectify any breach of the Agreement or to repair or maintain anything in the Suite that might affect Trinity Ravine Towers or part of it;
- 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 **No hindrance:** not to hinder other residents from carrying out their obligations under their respective Agreements;
- 27.10 **Registration:** 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 **No holdback:** not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 27.13 **Additional Compliance:** 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 **No liens:** not to permit any lien or encumbrance of any kind to be registered against the title to the Lands by any person who has supplied materials or services to the Suite;

- 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.) cross-easements, 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 **Compliance:** to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under
- (i) subdivision, development, site plan, fence and boundary, or other agreements with any municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers;
 - (ii) easements and rights granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers;

- (iii) reservations and restrictions contained in the original grant from the Crown;
 - (iv) building and zoning by-laws;
- 28.3 **UFFI**: not to include urea formaldehyde foam insulation in the Suite;
- 28.3 **Construction liens**: 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. **First notice:** 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. **Transfer:** In this Agreement, "Transfer" means the sale, exchange, or other disposition of the Life Lease Interest, including the Resident's right to occupy, use and enjoy the Suite. The Purchaser or his/her personal representative may at any time list the Life Lease Interest for Transfer, provided that the following procedure is followed:
- 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 **Completion of Transfer:** A Transfer of your right to occupy shall be completed by us as follows:
 - (i) You or your personal representative shall deliver a fully executed Surrender of the Life Lease Interest to us and we shall deliver a Release of your obligations under this Agreement to you or your personal representatives at which time your right to occupy, use and

enjoy the Suite and your other rights under this Agreement are terminated.

- (ii) The new Purchaser shall 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 **Death**: 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

opinion of the Corporation is 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.

- 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) **"All Risk" Insurance**: Insurance against "all risks" as is generally available from commercial insurers in a standard "all risk" insurance policy and insurance against such other perils or events as we from time to time deem advisable, in an amount equal to the full replacement cost. This insurance will include, but not be limited to, building, corporation-owned contents, business interruption (actual loss sustained), debris removal and by-law coverage.
- The policy of insurance will 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 co-insurance 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) Public Liability Insurance: 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) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- ix) Directors and Officers Insurance: Insurance for directors and officers of the Corporation shall be acquired by the Corporation, with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence.

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. **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.

42. **Severability**: 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. **Remedies cumulative**: 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. **Time of the Essence**: Time is of the essence of this Agreement.
53. **Amendments to Lease**: The Corporation may also amend this Agreement from time-to-time to reflect current policies and procedures, provided that the intent of this Agreement is unaffected.

SCHEDULE "F"

LEGAL DESCRIPTION

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 rooms, media, games and crafts rooms
- communal dining room with commercial kitchen
- garden lounge
- move-in room on with separate rear entrance
- fitness/exercise room

DETAILED BUILDING AND SUITE FINISHES AND FEATURES

Kitchen

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex (1 primer, 2 finish coats, touch-up paint provided for each suite)
- choice of custom quality European-style melamine face cabinets with 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. Age: if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; PROVIDED THAT caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.

1. Any "Purchaser(s)" who will not also be noted as "Resident(s)", as defined in the Life Leaser Occupancy Agreement, must be approved in advance by the Corporation. .
2. 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 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 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. 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"

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.

DATED: _____

GLOBAL KINGDOM MINISTRIES

- and -

PURCHASER

- and -

RESIDENT

**LIFE LEASE OCCUPANCY
AGREEMENT**

CLARKS
Barristers and Solicitors
1200-374 Quellerie 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

DocuSigned by:

Monica Faheim

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. **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. **Completion Date:** 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. **Occupancy of Suite:** The Resident shall take occupancy of the Suite and the Purchaser shall pay the balance of the Total Cost defined in paragraph 12 upon Completion, as defined in paragraph 8.

TOTAL COST

12. **Total Cost:** In return for the Purchaser's Life Lease Interest and the Resident's right to occupy the Suite, and other rights under this Agreement, the Purchaser will pay us the total cost for the Suite 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. **Life Lease Interest and Right to Occupy:** In return for the Total Cost paid by the Purchaser:

- 13.1 **Purchaser's Life Lease Interest:** the Corporation grants to the Purchaser an estate, right or interest in and to the Lands (the "Life Lease Interest") which consists of the Purchaser's right to actually occupy the Suite for his or her own use and enjoyment if the Purchaser also signs this Agreement as Resident, or to agree with the Corporation and the Resident, or a future occupant of the Suite, as to the actual occupancy, use and enjoyment of the Suite by the Resident or future occupant. Subject to the terms of this Agreement, the Life Lease Interest may be held by the Purchaser for as long as the Purchaser lives, may be transferred by the Purchaser to a third party in the open market prior to his or her death, or by his or her estate trustees after his or her death, or may be transferred by the Purchaser to members of his or her family prior to his or her death, or by his or her estate trustees after his or her death in accordance with the terms of any will the Purchaser may make prior to his or her death, or in accordance with the laws of the Province of Ontario governing the distribution of the estates of persons who die without wills.

13.2 **Resident's Right to Occupy the Suite:** the Corporation grants to the Resident(s) the right to occupy the Suite for (his/her own) (their respective) use and enjoyment.

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 requirement.

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. **Components of Occupancy Charge:** In general, the Occupancy Charge includes all interior and exterior cleaning and maintenance of the Common Areas and Facilities, all utilities for the Common Areas and Facilities, domestic hot and cold

water and centrally-supplied natural gas for your Suite, insurance on the building, management and administration, 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. **Suite charges:** You are responsible for the cleaning, repair and maintenance of your Suite and the replacement, cleaning, repair, maintenance and upgrading of all appliances and all finishes, including but not limited to all paint and coatings, carpeting, all flooring, kitchen and bathroom cabinets and countertops, medicine cabinets, interior partition doors, hardware for interior partition doors, lighting fixtures, sinks, toilets, bathtubs, faucets, bathroom accessories, grab bars, ceramic wall tile, closet shelving, and any other improvements and betterments. You must also pay all charges for property taxes related to your Suite, content and liability insurance, telephone, 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. **Attorney:** 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. **Emergency:** 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.

COVENANTS AND AGREEMENTS ("PROMISES")

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

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

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

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

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

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

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 **Re-entry:** to allow us an immediate right of entry to inspect, to rectify any breach of the Agreement or to repair or maintain anything in the Suite that might affect Trinity Ravine Towers or part of it;
- 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 **No hindrance:** not to hinder other residents from carrying out their obligations under their respective Agreements;
- 27.10 **Registration:** 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 **No holdback:** not to retain or hold back any part of the Total Cost or costs associated with any Extras you may choose;
- 27.13 **Additional Compliance:** 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 **No liens:** not to permit any lien or encumbrance of any kind to be registered against the title to the Lands by any person who has supplied materials or services to the Suite;

- 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.) cross-easements, 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 **Compliance:** to comply by the Completion Date to the extent possible, and thereafter as soon as reasonably practical, with all obligations of the Corporation under
- (i) subdivision, development, site plan, fence and boundary, or other agreements with any municipalities, utilities or other authorities having jurisdiction over Trinity Ravine Towers;
 - (ii) easements and rights granted for the supply and maintenance of hydro electricity, natural gas, telephone, television, water supply or management, sewage or storm water disposal, or such other services to the benefit of Trinity Ravine Towers;

- (iii) reservations and restrictions contained in the original grant from the Crown;
 - (iv) building and zoning by-laws;
- 28.3 **UFFI:** not to include urea formaldehyde foam insulation in the Suite;
- 28.3 **Construction liens:** 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. **First notice:** 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. **Transfer:** In this Agreement, "Transfer" means the sale, exchange, or other disposition of the Life Lease Interest, including the Resident's right to occupy, use and enjoy the Suite. The Purchaser or his/her personal representative may at any time list the Life Lease Interest for Transfer, provided that the following procedure is followed:
- 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 **Completion of Transfer:** A Transfer of your right to occupy shall be completed by us as follows:
 - (i) You or your personal representative shall deliver a fully executed Surrender of the Life Lease Interest to us and we shall deliver a Release of your obligations under this Agreement to you or your personal representatives at which time your right to occupy, use and

enjoy the Suite and your other rights under this Agreement are terminated.

- (ii) The new Purchaser shall 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 **Death**: 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

opinion of the Corporation is 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.

- 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) **"All Risk" Insurance**: Insurance against "all risks" as is generally available from commercial insurers in a standard "all risk" insurance policy and insurance against such other perils or events as we from time to time deem advisable, in an amount equal to the full replacement cost. This insurance will include, but not be limited to, building, corporation-owned contents, business interruption (actual loss sustained), debris removal and by-law coverage.
- The policy of insurance will 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 co-insurance 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) Public Liability Insurance: 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) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as we may from time to time deem advisable.
- ix) Directors and Officers Insurance: Insurance for directors and officers of the Corporation shall be acquired by the Corporation, with limits to be determined by us, but not less than Five Million (\$5,000,000.00) Dollars per occurrence.

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. **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.

42. **Severability**: 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. **Remedies cumulative**: 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. **Time of the Essence**: Time is of the essence of this Agreement.
53. **Amendments to Lease**: The Corporation may also amend this Agreement from time-to-time to reflect current policies and procedures, provided that the intent of this Agreement is unaffected.

SCHEDULE "F"

LEGAL DESCRIPTION

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 rooms, media, games and crafts rooms
- communal dining room with commercial kitchen
- garden lounge
- move-in room on with separate rear entrance
- fitness/exercise room

DETAILED BUILDING AND SUITE FINISHES AND FEATURES

Kitchen

- ceilings to be smooth, flat painted white
- walls to be quality semi-gloss, mildew-proof, latex (1 primer, 2 finish coats, touch-up paint provided for each suite)
- choice of custom quality European-style melamine face cabinets with 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. Age: if there is one (1) Resident, he or she shall be at least fifty-five (55) years of age upon commencing his or her occupation of the Suite. If there are two (2) Residents, at least one (1) of the two (2) Residents shall be at least fifty-five (55) years of age upon taking possession of the Suite, and in that case, both may be named in this Agreement as Residents; PROVIDED THAT caregivers who are over eighteen (18) years of age but under fifty-five (55) years of age may be permitted to reside in the Suite with our prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the provisions set forth above, no more than two (2) individuals will be allowed to occupy a one (1) bedroom suite and no more than four (4) individuals will be allowed to occupy other suites.

1. Any "Purchaser(s)" who will not also be noted as "Resident(s)", as defined in the Life Leaser Occupancy Agreement, must be approved in advance by the Corporation. .
2. 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 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 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. 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"

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.

DATED: _____

GLOBAL KINGDOM MINISTRIES

- and -

PURCHASER

- and -

RESIDENT

**LIFE LEASE OCCUPANCY
AGREEMENT**

CLARKS
Barristers and Solicitors
1200-374 Quellerie 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

DocuSigned by:

Monica Faheim

A927328446B742A

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

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

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

DocuSigned by:

Monica Faheim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Properties

<i>PIN</i>	06179 - 0140 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PART OF LOT 32 ON REGISTRAR'S COMPILED PLAN 10620, DESIGNATED AS PARTS 2, 4, 5, 6, 7, 8 AND 10 ON REFERENCE PLAN 66R31325,(FORMERLY CITY OF SCARBOROUGH).; TOGETHER WITH AN EASEMENT OVER PT LT 32 RCP 10620, PT 1, 66R22905 AS IN AT1385473; SUBJECT TO AN EASEMENT OVER PART 4 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 5, 6 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PARTS 4, 5, 7, 8 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 1, 3, 9, 11, 12 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PARTS 3, 9, 66R31325 AS IN AT5708631; TOGETHER WITH AN EASEMENT OVER PART OF LOT 32 RCP 10620, PART 9, 66R31325 AS IN AT5708631; CITY OF TORONTO		
<i>Address</i>	1250 MARKHAM ROAD TORONTO		
<i>PIN</i>	06179 - 0141 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	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 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO		
<i>Address</i>	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*

Name LIMESTONE CAPITAL INC.
Address for Service 1090 Don Mills Road, Suite 300
 Toronto, Ontario M3C 3R6

Provisions

<i>Principal</i>	\$3,000,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	SEE SCHEDULE		
<i>Balance Due Date</i>	2022/08/01		
<i>Interest Rate</i>	SEE SCHEDULE		
<i>Payments</i>			
<i>Interest Adjustment Date</i>	2021 07 01		
<i>Payment Date</i>	First Day of Each and Every Month		
<i>First Payment Date</i>	2021 08 01		
<i>Last Payment Date</i>	2022 08 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

Additional Provisions

See Schedules

Signed By

Janet Alvarado	20 Holly St. Ste 300 Toronto M4S 3B1	acting for Chargor(s)	Signed	2021 06 16
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Tel 416-486-9800

Fax 416-486-3309

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

OWENS, WRIGHT LLP	20 Holly St. Ste 300 Toronto M4S 3B1	2021 06 16
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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 - CHARGE
Chargee Client File Number :	12249004 LIMESTONE / 1250 & 1256 MARKHAM

SCHEDULE TO OWNERSHIP

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)**

SCHEDULE

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 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.

11. PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGE

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

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 Chargee as against 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 Chargor 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.

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. **CHARGEЕ 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;

- (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;
- (l) That any such receiver shall have the power to execute and prosecute all suits, proceedings and 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;
- (m) That any such receiver shall have the full power to manage, operate, amend, repair, alter, or extend 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
- (n) That any such receiver or trustee shall not be liable to the Chargor to account for monies or damages 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;
 - (5) the residue of any money so received by him shall be applied on the principal sum or any other amounts from time to time owing under this Charge;
 - (6) it is acknowledged that in the event of default, the Chargee or its agent, shall be entitled to 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.

26. ADDITIONAL REMEDIES

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.

27. SUBSEQUENT ENCUMBRANCES

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.

28. SEVERABILITY OF ANY INVALID PROVISIONS

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.

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 CHARGEES

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 thereafter 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.

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 Chargor 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 Chargor and situate in or about the herein described Property. The form and content of such security interest shall be acceptable to the Chargee. The Chargor 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 Chargor 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 said Property, the Chargee in addition to the aforementioned servicing fee shall be entitled to a further 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 Chargor to collect said rent. At any time, the Chargee may withdraw its permission to the Chargor 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:

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 Chargor and 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:

- (a) 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

DocuSigned by:

Monica Faheim

9927328466742A
Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Properties

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 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; SUBJECT TO AN EASEMENT OVER PART 9 66R31325 IN FAVOUR OF PART OF LOT 32 RCP 10620, PARTS 2, 4, 5, 7, 8, 10 66R31325 AS IN AT5708631; CITY OF TORONTO

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 TRINITY RAVINE COMMUNITY INC.
Address for Service 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

Interest Rate 1.50%

Payments

Interest Adjustment Date

Payment Date March 31, 2022

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance 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 acting for Signed 2021 10 19
Concord Chargor(s)
L4K 1Y2

Tel 905-760-2600

Fax 905-760-2900

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BRATTYS LLP	7501 Keele Street, Ste. 200 Concord L4K 1Y2	2021 10 19
Tel	905-760-2600	
Fax	905-760-2900	

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.30
<i>Total Paid</i>	\$65.30

File Number

Chargor Client File Number : 263803.1 (RJB)

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 22nd day of February, 2022

DocuSigned by:

Monica Faheim

A927328146B742A
Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Enquiry Result

File Currency: 13FEB 2022

Show All Pages

All Pages ▾

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY 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 STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
634699593		01	002		20070426 1409 1462 6806	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	THE SCARBORO GOSPEL TEMPLE								
	Address			City	Province	Postal Code			
	3638 LAWRENCE AVENUE EAST			SCARBOROUGH	ONT	M1G1P6			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	SCARBORO GOSPEL TEMPLE								
	Address			City	Province	Postal Code			
	3638 LAWRENCE AVENUE EAST			SCARBOROUGH	ONT	M1G1P6			
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address			City	Province	Postal Code			
	180 WELLINGTON STREET WEST, 3RD FLOOR			TORONTO	ONT	M5J1J1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	OWENS, WRIGHT LLP			
Address	City	Province	Postal Code	
20 HOLLY ST., SUITE 300	TORONTO	ONT	M4S3B1	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	634699593	1	3	2	21	26APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
634699593		02	002		20070426 1409 1462 6806	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA								
	Address				City	Province	Postal Code		
	3638 LAWRENCE AVENUE EAST				SCARBOROUGH	ONT	M1G1P6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	OWENS, WRIGHT LLP								
	Address				City	Province	Postal Code		
	20 HOLLY ST., SUITE 300				TORONTO	ONT	M4S3B1		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	3					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	002		20080515 1701 1462 3443				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	THE SCARBORO GOSPEL TEMPLE								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDED TO INCLUDE INFORMATION RELATING TO TWO INDIVIDUAL DEBTORS WHO WERE OMITTED FROM LINES 2, 4, 5 AND 7 OF REGISTRATION NUMBER 20070426 1409 1462 6806.								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	10AUG1962	KERN			M	KALIDEEN			
	Business Debtor Name								Ontario Corporation Number
	Address				City		Province	Postal Code	
	32 CLOVER STREET				MARKHAM		ON	L6E1L6	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	4					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		02	002		20080515 1701 1462 3443				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	31JAN1961	THOMAS			L	LODU			
	Business Debtor Name							Ontario Corporation Number	
	Address				City		Province	Postal Code	
	1790 WOODVIEW AVENUE				PICKERING		ON	L1V1L4	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	5					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	005		20100115 1406 1462 8898				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			E TRANSFER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	TRUSTEES OF THE SCARBORO GOSPEL TEMPLE AS A LOCAL ASSEMBLY OF THE PENTECOSTAL ASSEMBLIES OF CANADA								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	GLOBAL KINGDOM MINISTRIES INC.								
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				SCARBOROUGH	ON	M1H2Y9		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								

OWENS, WRIGHT LLP

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	6					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		02	005		20100115 1406 1462 8898				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			E TRANSFER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	SCARBORO GOSPEL TEMPLE								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	7					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		03	005		20100115 1406 1462 8898				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			E TRANSFER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	THE SCARBORO GOSPEL TEMPLE								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	8					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		04	005		20100115 1406 1462 8898				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			E TRANSFER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	KERN			M	KALIDEEN				
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	9					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		05	005		20100115 1406 1462 8898				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			E TRNSFER					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	THOMAS			L	LODU				
	Business Debtor Name								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	10					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20100121 1401 1462 9695				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			B RENEWAL	3				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GLOBAL KINGDOM MINISTRIES INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS, WRIGHT LLP								

	Address	City	Province	Postal Code
	20 HOLLY ST., SUITE 300	TORONTO	ON	M4S3B1

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	11					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20150204 1441 1530 2426				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593		X	B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	THE SCARBORO GOSPEL TEMPLE								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	12					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20150204 1441 1530 2468				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	THE SCARBORO GOSPEL TEMPLE								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDMENT TO CHANGE DEBTOR'S NAME AND ADDRESS TO READ AS GLOBAL KINGDOM MINISTRIES INC. 1250 MARKHAM ROAD, TORONTO, ON. M1H 2Y9								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	GLOBAL KINGDOM MINISTRIES INC.								
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				TORONTO	ON	M1H 2Y9		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	13					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20200324 1034 1529 6600				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593		X	B RENEWAL	5				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GLOBAL KINGDOM MINISTRIES INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	14					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20210316 1936 1531 9786				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GLOBAL KINGDOM MINISTRIES INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	CHANGE DEBTOR'S NAME FROM GLOBAL KINGDOM MINISTRIES INC. TO TRINITY RAVINE COMMUNITY INC.								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	TRINITY RAVINE COMMUNITY INC.								
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				TORONTO	ON	M1H 2Y9		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	15					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20210615 1003 1462 6090				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	TRINITY RAVINE COMMUNITY INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	TO ADD AN ADDITIONAL DEBTOR								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	GLOBAL KINGDOM MINISTRIES CHURCH INC.								
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				SCARBOROUGH	ON	M1H2Y9		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	AIRD & BERLIS LLP								

	Address	City	Province	Postal Code
	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON	M5J2T9

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	634699593	1	3	16					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	2		20210827 0952 1793 0562				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	634699593			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	TRINITY RAVINE COMMUNITY INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDED TO (1) AMEND AND RESTATE THE COLLATERAL CLASSIFICATION, (2) INCLUDE A GENERAL COLLATRAL DESCRIPTION AND (3) TO REMOVE GLOBAL KINGDOM MINISTRIES CHURCH INC. AS A								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City		Province	Postal Code	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
	CASH COLLATERAL HELD BY ROYAL BANK OF CANADA								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	AIRD & BERLIS LLP								

	Address	City	Province	Postal Code
	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON	M5J2T9

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	TRINITY RAVINE COMMUNITY INC.									
File Currency	13FEB 2022									
	File Number	Family	of Families	Page						of Pages
	634699593	1	3	17						21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number				Registered Under	
		002	2		20210827 0952 1793 0562					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	634699593									
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
Other Change	Other Change									
Reason / Description	Reason / Description									
	DEBTOR									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name								Ontario Corporation Number	
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									

	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	750009699	2	3	18	21	10APR 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
750009699		001	001		20190410 1242 1862 6701	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	GLOBAL KINGDOM MINISTRIES INC.					001846511			
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				TORONTO	ON	M1H 2Y9		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	CASH COLLATERAL AGREEMENT.								
Registering Agent	Registering Agent								
	LERNERS LLP - DAVID M. WOODWARD								
	Address				City	Province	Postal Code		
	88 DUFFERIN AVENUE, PO BOX 2335				LONDON	ON	N6A 4G4		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	750009699	2	3	19					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20210615 1003 1462 6089				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	750009699			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GLOBAL KINGDOM MINISTRIES INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	TO AMEND THE NAME OF THE DEBTOR FROM GLOBAL KINGDOM MINISTRIES INC. TO TRINITY RAVINE COMMUNITY INC.								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	TRINITY RAVINE COMMUNITY INC.								
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				SCARBOROUGH	ON	M1H2Y9		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	AIRD & BERLIS LLP								

	Address	City	Province	Postal Code
	181 BAY STREET, SUITE 1800, BOX# 754	TORONTO	ON	M5J2T9

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	773413974	3	3	20	21	11JUN 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
773413974	X	001	1		20210611 1657 1590 4662	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial		Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	GLOBAL KINGDOM MINISTRIES CHURCH INC.						001987358		
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				TORONTO	ON	M1H 2Y9		
Individual Debtor	Date of Birth	First Given Name			Initial		Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	TRINITY RAVINE COMMUNITY INC.						001846511		
	Address				City	Province	Postal Code		
	1250 MARKHAM ROAD				TORONTO	ON	M1H 2Y9		
Secured Party	Secured Party / Lien Claimant								
	LIMESTONE CAPITAL INC.								
	Address				City	Province	Postal Code		
	1090 DON MILLS ROAD, SUITE 300				TORONTO	ON	M3C 3R6		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	OWENS WRIGHT LLP (J. ALVARADO)								
	Address				City	Province	Postal Code		
	300 - 20 HOLLY STREET				TORONTO	ON	M4S 3B1		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	TRINITY RAVINE COMMUNITY INC.								
File Currency	13FEB 2022								
	File Number	Family	of Families	Page					of Pages
	773413974	3	3	21					21
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20210826 1428 1590 2475				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	773413974		X	A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	GLOBAL KINGDOM MINISTRIES CHURCH INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMENDING REFERENCE FILE NUMBER 773413974 BY REMOVING DEBTOR, GLOBAL KINGDOM MINISTRIES CHURCH INC.								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City		Province	Postal Code	
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City		Province	Postal Code	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model			V.I.N.	
	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	OWENS WRIGHT LLP (J. KHIT)								

Address	City	Province	Postal Code
300 - 20 HOLLY STREET	TORONTO	ON	M4S 3B1

LAST PAGE


Note: All pages have been returned.

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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

DocuSigned by:

Monica Faheim

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



**Royal Bank
Banque Royale**

Royal 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").



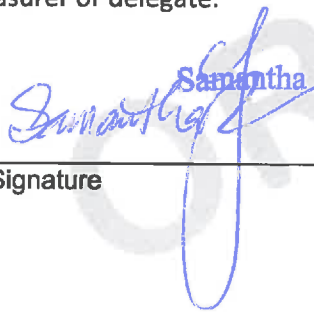
Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

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.


Samantha Yang

Authorized Signature


Florence Tchoulack

Authorized Signature



Global Kingdom Ministries Inc.
1250 Markham Road
Scarborough, Ontario M1H 2Y9 Canada

October 18, 2018

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:

<u>Description</u>	<u>Currency</u>	<u>Amount</u>
Fees/Charges Canadian Dollars		
Courier Charge	CAD	-15.00
Issuance Handling Fee	CAD	-125.00
Periodic Commission	CAD	-25.00
Total Fees/Charges Canadian Dollars	CAD	<u>-165.00</u>
Final Total Canadian Dollars	CAD	<u>-165.00</u>

Principal	Rate	Calculation Period	Collection Period (DDMMYY)	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.

ORIGINAL



**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.

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.

Original signed by
Samantha Yang

Authorized Signature

Original signed by
Florence Tchoulack

Authorized Signature



**Royal Bank
Banque Royale**

Royal 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.:
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").



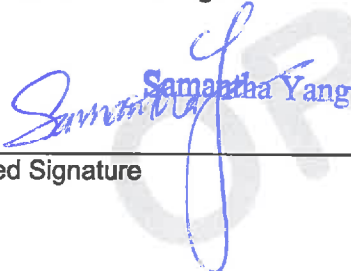
Pursuant to the request of the customer, the Bank hereby establishes in your favour and gives to you an Irrevocable Standby Letter of Credit in the credit amount on which you may draw, in whole or in part, at any time and from time to time, subject to the terms herein.

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.

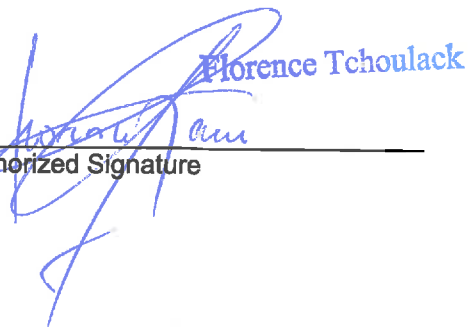
Partial drawings are permitted.

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.


Samantha Yang

Authorized Signature


Florence Tchoulack

Authorized Signature



Global Kingdom Ministries Inc.
1250 Markham Road
Scarborough, Ontario M1H 2Y9 Canada

October 18, 2018

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:

<u>Description</u>	<u>Currency</u>	<u>Amount</u>
Fees/Charges Canadian Dollars		
Periodic Commission	CAD	-897.70
Courier Charge	CAD	-15.00
Issuance Handling Fee	CAD	-125.00
Total Fees/Charges Canadian Dollars	CAD	<u>-1,037.70</u>
Final Total Canadian Dollars	CAD	<u>-1,037.70</u>

Principal	Rate	Calculation Period	Collection Period (DDMMYY)	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.

ORIGINAL



**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.

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.

*Original signed by
Samantha Yang*

Authorized Signature

*Original signed by
Florence Tchoulack*

Authorized Signature



**Royal Bank
Banque Royale**

Royal 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

ORIGINAL

**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").



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.


Authorized Signature *Carmine Palucci*


Authorized Signature *Giuseppina Passarelli*



Global Kingdom Ministries Inc.
1250 Markham Road
Scarborough, Ontario M1H 2Y9 Canada

October 17, 2018

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:

<u>Description</u>	<u>Currency</u>	<u>Amount</u>
Fees/Charges Canadian Dollars		
Periodic Commission	CAD	-2,778.56
Courier Charge	CAD	-15.00
Issuance Handling Fee	CAD	-125.00
Total Fees/Charges Canadian Dollars	CAD	<u>-2,918.56</u>
Final Total Canadian Dollars	CAD	<u>-2,918.56</u>

Principal	Rate	Calculation Period	Collection Period (DDMMYY)	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.

ORIGINAL



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.

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**ORIGINAL SIGNÉ 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

DocuSigned by:

Monica Faheim

A927328446E742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

CCDC 5B**Construction Management Contract
– for Services and Construction****2 0 1 0****Global Kingdom Ministries - Life Lease Phase 1**

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
– FOR SERVICES AND CONSTRUCTION**

This agreement made on the 4 day of December in the year 2014
by and between

Global Kingdom Ministries Inc.

hereinafter called the “*Owner*”
and

Maple Reinders Constructors Ltd.

hereinafter called the “*Construction Manager*”

The *Owner* and *Construction Manager* agree as follows:

ARTICLE A-1 THE SERVICES AND THE WORK

The *Construction Manager* shall

- 1.1 perform the *Services* and the *Work* for

Global Kingdom Ministries - Life Lease Phase 1

insert above the title of the Project

located at

1250 Markham Road, Scarborough, ON M1H 2Y9

insert above the Place of the Work

and as further described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT, for which the Agreement has been signed by the parties, and for which

Reinders + Rieder Ltd.

insert above the name of the Consultant

is acting as and is hereinafter called the “*Consultant*”, and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Services* and the *Work* by the 4 day of December in the year 2014 and continue in accordance with any schedule provided in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT. The *Construction Manager*’s obligation to provide *Services* shall end no later than one year after the date of *Substantial Performance of the Work*.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Project*.
- 2.2 This *Contract* may be amended only as provided in the *Contract Documents*.

CCDC 5B – 2010

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ARTICLE A-3 DESCRIPTION OF THE PROJECT

3.1 The following is a description of the *Project* including intended use, scope, budget, schedule, phases if applicable, and the anticipated date of *Substantial Performance of the Work*), and any other information which further generally describes the nature of the *Project* and the *Work*:

21 storey adult life-style building consisting of 205 suites in varying sizes, plus 1 level of amenity space. Building will consist of a cast-place structure with window wall and pre-cast exterior. Project will include two (2) levels of underground parking totalling 224 spots with provisions for future towers. Total approximate construction budget is 53,000,000 dollars. Construction of a separate elevated parking structure for 500 cars with an approximate construction budget of 11,000,000 dollars.

ARTICLE A-4 CONTRACT DOCUMENTS

4.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE SERVICES AND THE WORK:

- the Agreement Between *Owner* and *Construction Manager* (including the Schedules to the Agreement)
- the Appendix – STIPULATED PRICE OPTION
- the Definitions
- the General Conditions
- the *Construction Documents*

*

Appendix 1: Letter of Intent dated November 17, 2014.

Appendix 2: Maple Reinders Construction Management proposal dated October 31, 2014 submitted to Global Kingdom Ministries.

Appendix 3: Maple Reinders Fee Proposal, Section 8, revised June 8, 2015.

Appendix 4: Supplementary Conditions dated May 19, 2015.

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents)

ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.

5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:

- ~~1.~~ A fixed amount of _____; and
- ~~2.~~ A percentage amount of two decimal seventy five percent (2.75 %) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
- ~~3.~~ An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

* *Strike out inapplicable paragraph(s).*

5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:

- ~~1.~~ A percentage fee of two decimal seventy five percent (2.75 %) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
- ~~2.~~ A fixed fee of _____, earned as follows:

Delete inapplicable paragraph.

5.4 The *Construction Manager's Fee* shall be subject to adjustment as may be required in accordance with the provisions of the *Contract Documents* listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS.

5.5 All amounts are in Canadian funds.

ARTICLE A-6 REIMBURSABLE EXPENSES FOR THE SERVICES

6.1 The reimbursable expenses are the actual expenses, supported by receipts or invoices, that the *Construction Manager* incurred in performing the *Services*, and as identified in Schedule A2 to the Agreement plus the administrative charge of two decimal seventy-five percent (2.75 %). If there are no receipts or invoices, the expenses shall be at rates prevailing in the area of the *Place of the Work* and supported with suitable documentation.

6.2 The *Owner* may by written request require the *Construction Manager* to:

- 1 provide prior to commencement of the *Services* an estimate of the total reimbursable expenses incurred by the *Construction Manager* in performing the *Services* for evaluation and verification purposes; and
- 2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Services*.

4

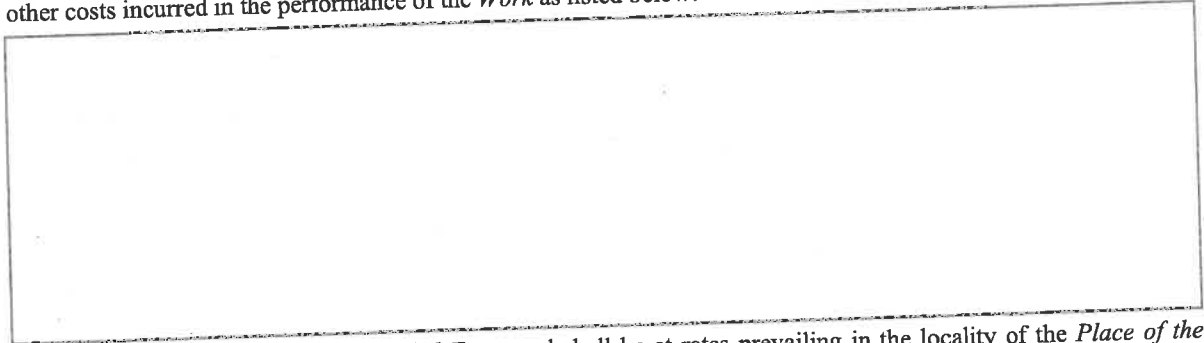
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CCDC 5B – 2010

ARTICLE A-7 COST OF THE WORK

- 7.1 The *Cost of the Work* is the actual cost incurred by the *Construction Manager* in performing the *Work* and is limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
 - (1) stationed at the *Place of the Work*, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
 - .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 the *Construction Manager's* field office;
 - .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
 - .9 the amounts of all contracts or written agreements with *Subcontractors* and *Suppliers* and the unrecoverable costs to the *Construction Manager* that result from any *Subcontractor's* or *Supplier's* default, insolvency or abandonment; termination of any *Subcontractor's* or *Supplier's* right to perform due to default by the *Subcontractor* or *Supplier*; or termination of any *Subcontractor's* or *Supplier's* contract due to default by the *Subcontractor* or *Supplier*;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .13 premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
 - .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris;
 - .17 the cost of safety measures and requirements;
 - .18 legal costs, incurred by the *Construction Manager* in relation to the performance of the *Work* provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Work* is performed in accordance with this *Contract*;
 - .19 the cost of financing the *Work* in accordance with the method determined by the parties and identified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT;

- .20 the cost of auditing when requested by the *Owner*;
- .21 the cost of project-specific information technology and usage in accordance with the method determined by the parties in writing;
- .22 the cost of removal or containment of toxic or hazardous substances pursuant to GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES;
- .23 other costs incurred in the performance of the *Work* as listed below:



- 7.2 The *Cost of the Work* excludes *Value Added Taxes* and shall be at rates prevailing in the locality of the *Place of the Work*, except with the prior consent of the *Owner*.
- 7.3 Any costs incurred by the *Construction Manager* due to failure on the part of the *Construction Manager* to exercise reasonable care and diligence in the *Construction Manager's* attention to the *Work* shall be borne by the *Construction Manager*.
- 7.4 All cash discounts shall accrue to the *Construction Manager* unless the *Owner* deposits funds with the *Construction Manager* with which to make payments, or where the *Owner* pays the costs of financing the *Work*, in which case the cash discounts shall accrue to the *Owner*.
- 7.5 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the *Work* shall accrue to the *Owner*, and the *Construction Manager* shall make provisions so that they can be secured.
- 7.6 The *Owner* may by written request require the *Construction Manager* to:
 - .1 provide prior to commencement of the *Work* an estimate of the total *Cost of the Work* for evaluation and verification purposes; and
 - .2 inform the *Owner* in writing prior to incurring reimbursable expenses relating to the *Cost of the Work*.

ARTICLE A-8 OPTIONS

- 8.1 The *Owner* and the *Construction Manager* may agree to exercise the options described in paragraph 8.2, 8.3 or 8.4 at the time of signing of this *Contract* or any time during the term of the *Contract*. Any agreement to exercise any of the following options after the signing of this *Contract* shall be recorded by a *Change Order*.

8.2 GUARANTEED MAXIMUM PRICE (GMP) OPTION

The sum of the *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed _____ /100 dollars (\$ _____),
 To be determined if/as applicable _____
 subject to the adjustment as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE. Any amount, consisting of the sum of the *Price of the Services* and the *Price of the Work*, in excess of this *Guaranteed Maximum Price* will be paid by the *Construction Manager* without reimbursement by the *Owner*.

8.3 GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION

The *Price of the Services* and the *Price of the Work* are guaranteed by the *Construction Manager* not to exceed _____ /100 dollars (\$ _____),
 To be determined if/as applicable _____
 subject to the adjustment as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6
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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.

ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 10.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 10.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 10.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 10.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 10.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Global Kingdom Ministries Inc.

*name of Owner**

1250 Markham Road, Scarborough, ON M1H 2Y9

address

(416) 428-0047

facsimile number

kernkalideen@gmail.com (Kern Kalideen)

email address

Construction Manager

Maple Reinders Constructors Ltd.

*name of Construction Manager**

260 Holiday Inn Drive, Sute 24, Cambridge, ON N3C 4E8

address

(519) 220-0529

facsimile number

keithz@maple.ca (Keith Zorn)

email address

Consultant

Reinders + Rieder Ltd.

*name of Consultant**

57 Mill Street North, Suite 201 Brampton, ON L6X 1S9

address

(905) 457-8852

facsimile number

glennr@reinders.ca (Glenn Reinders)

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

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CCDC 5B – 2010

ARTICLE A-11 LANGUAGE OF THE CONTRACT

11.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French# language shall prevail.

#Complete this statement by striking out inapplicable term.

11.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-12 SUCCESSION

12.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by their respective hands or the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS


signature

Tom Lodu
name of person signing

signature

name of person signing

WITNESS


signature

Roy Veinstor
name of person signing

signature

name of person signing

OWNER

Global Kingdom Ministries Inc.

name of Owner


signature

Kern Kalideen - Executive Pastor
name and title of person signing


signature

name and title of person signing

CONSTRUCTION MANAGER

Maple Reinders Constructors Ltd.

name of Construction Manager


signature

Harold Reinders, President & COO
name and title of person signing

signature

Keith Zorn, Cambridge Division Manager
name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Construction Manager requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>1. PRECONSTRUCTION</p> <p>(*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.)</p>	<p>Performed by the Owner or someone other than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>	<p>Not Applicable</p>
<p>1.1 General Services</p> <p>.1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i>.</p> <p>.2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.2 Predesign</p> <p>.1 Estimating:</p> <p>(1) Confirm or prepare a <i>Class D Construction Cost Estimate</i>.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.3 Schematic Design Phase</p> <p>.1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.</p> <p>.2 Estimating:</p> <p>(1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.3 Scheduling: Prepare, in consultation with the <i>Consultant</i> and the <i>Owner</i>, a preliminary <i>Project</i> schedule for the <i>Owner</i>’s review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of <i>Substantial Performance of the Work</i>.</p> <p>.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Work</i>.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p> <p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.4 Design Development Phase</p> <p>.1 Constructability:</p> <p>(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.</p> <p>(2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages and <i>Work</i> to be performed by the <i>Construction Manager</i>’s own forces to help facilitate the subsequent bidding and awarding of <i>Subcontractor</i> and <i>Supplier</i> contracts.</p> <p>(3) Review the <i>Specifications</i> and <i>Drawings</i> and, at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Subcontractors</i>.</p> <p>.2 Estimating and Cost Control:</p> <p>(1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p> <p>(3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i>.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

<p>1. PRECONSTRUCTION</p> <p>(*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.)</p>	<p>Performed by the Owner or someone other than the Construction Manager</p>	<p>Performed by the Construction Manager (*F1/F2/F3)</p>	<p>Not Applicable</p>
<p>.3 Scheduling:</p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) 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.</p> <p>(3) Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> schedule.</p>	<p><input type="checkbox"/></p>	<p>F3</p>	<p><input type="checkbox"/></p>
<p>1.5 Construction Document Phase</p> <p>.1 Constructability:</p> <p>(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.</p> <p>(1) Review the <i>Specifications</i> and <i>Drawings</i> and make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to clarity, consistency, constructability, and coordination among the <i>Subcontractors</i>.</p> <p>(2) Assist the <i>Owner</i> and the <i>Consultant</i> in preparing bid documents for <i>Subcontractors</i>.</p> <p>(3) Assist the <i>Owner</i> in determining the contract security requirements of <i>Subcontractors</i>.</p> <p>.2 Estimating and Cost Control:</p> <p>(1) Update the <i>Class B Construction Cost Estimate</i> at defined intervals of <i>Construction Documents</i> completion.</p> <p>(2) Prepare a <i>Class A Construction Cost Estimate</i> at the end of the Construction Document Phase.</p> <p>(3) Update the cash flow forecasts for the <i>Project</i>.</p> <p>(4) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p> <p>.3 Scheduling:</p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>(2) 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, including changes to <i>Project</i> scope, schedule or budget.</p> <p>.4 Other Services:</p> <p>(1) Make recommendations to the <i>Owner</i> regarding any equipment or materials which should be pre-ordered to meet the <i>Project</i> objective.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p> <p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>1.6 Construction Procurement Phase</p> <p>.1 Scheduling:</p> <p>(1) Review and update the <i>Project</i> schedule with appropriate details.</p> <p>.2 Contracting:</p> <p>(1) Develop methods of solicitation for <i>Subcontractors</i> and the distribution of addenda.</p> <p>(2) Prepare the prequalification criteria for <i>Subcontractors</i> and <i>Suppliers</i> as required by the <i>Owner</i>.</p> <p>(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>.</p> <p>.3 Other Service:</p> <p>(1) Update the cash flow forecasts for the <i>Project</i>.</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>F3</p> <p>F3</p> <p>F3</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.)	Performed by the Owner or someone other than the Construction Manager	Performed by the Construction Manager (*F1/F2/F3)	Not Applicable
2.1 General Service .1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> .	<input type="checkbox"/>	F3	<input type="checkbox"/>
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 with the <i>Owner</i> . .2 Develop, implement and maintain a system of <i>Project</i> cost control and accounting. .3 Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i> . .4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. .5 Provide recommendations to the <i>Owner</i> for necessary changes to maintain the <i>Project</i> budget and <i>Project</i> schedule.	<input type="checkbox"/> <input checked="" type="checkbox"/>	F3 F3	<input type="checkbox"/> <input type="checkbox"/>
3. POST-CONSTRUCTION			
3.1 General Service .1 Prepare final <i>Construction Cost</i> report.	<input type="checkbox"/>	F3	<input type="checkbox"/>
3.2 Occupancy Review .1 Assist the <i>Owner</i> in conducting post-construction occupancy review.	<input type="checkbox"/>	F3	<input type="checkbox"/>

SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager's Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 – CONSTRUCTION MANAGER'S FEE.

	Costs Included in the Construction Manager's Fee (A-5.2)	Reimbursable Expenses (A-6)
1. Travel and subsistence expenses of the <i>Construction Manager's</i> personnel outside a radius of 50km from the <i>Place of the Work</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Charges for long distance telephone and facsimile communications, courier services, reproduction of <i>Contract Documents</i> incurred in relation to the performance of this <i>Contract</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
5. The costs to the <i>Construction Manager</i> that result from any <i>Subcontractor's</i> insolvency or failure to perform.		<input checked="" type="checkbox"/>
6. Charges levied by authorities having jurisdiction at the <i>Place of the Work</i> .		<input checked="" type="checkbox"/>
7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore.		<input checked="" type="checkbox"/>
8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable.		<input checked="" type="checkbox"/>
9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable.		<input checked="" type="checkbox"/>
10. The costs incurred due to emergencies affecting the safety of persons or property.		<input checked="" type="checkbox"/>
11. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> .		<input checked="" type="checkbox"/>
12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows: <div style="border: 1px solid black; height: 150px; width: 100%;"></div>		<input checked="" type="checkbox"/>

SCHEDULE B – TIME-BASED RATES FOR PERSONNEL EMPLOYED BY THE CONSTRUCTION MANAGER

Personnel employed by the <i>Construction Manager</i> in the performance of the <i>Services and Work</i>.	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	hr	\$67.00
Foreman	hr	\$70.00
Safety Officer	hr	\$85.00
Project Director (included in fee)	hr	\$0.00
General Superintendent (included in fee)	hr	\$0.00

DEFINITIONS

The following Definitions apply to this *Contract Documents*. References in the definition to the singular shall be considered to include the plural as the context requires.

Class A Construction Cost Estimate

The *Class A Construction Cost Estimate* is an estimate of the *Construction Cost* based on the completed *Contract Documents*. *Class A Construction Cost Estimate* is the final estimate before the bid or proposal call. *Class A Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class B Construction Cost Estimate

The *Class B Construction Cost Estimate* is an estimate of the *Construction Cost* with a level of precision that is based on the degree of completion of the *Contract Documents* at the time of preparation of the estimate. The *Class B Construction Cost Estimate* is typically prepared when all site or installation investigations are completed and the design of the major systems and sub-systems of the *Project* (including outline specifications and preliminary drawings and models) are well underway. *Class B Construction Cost Estimate* shall be presented in elemental format and include labour and material costs, allowance for all costs resulting from the *Project* schedule, all actual associated costs, including cash allowances, contingencies, allowances for design, escalation, market conditions and anticipated amendment amounts as applicable.

Class C Construction Cost Estimate

The *Class C Construction Cost Estimate* is an estimate of the *Construction Cost* based on updated *Owner* requirements, general description of the *Project*, preliminary site information and existing conditions, and takes into consideration market conditions as well as basic implementation logistics. *Class C Construction Cost Estimate* shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Class D Construction Cost Estimate

The *Class D Construction Cost Estimate* is an estimate of the *Construction Cost* based on the *Owner's* functional requirements to the degree known at the time. The *Class D Construction Cost Estimate* shall as a minimum be based on historical cost data for similar projects, suitably adjusted for such factors as inflation, location, risk, quality, size, and time. All related factors affecting cost are considered to the extent possible. The *Class D Construction Cost Estimate* provides the *Owner* an indication of the order of magnitude of the *Construction Cost* for a project completed within the estimated completion date, and shall include labour and material costs and the *Owner's* construction contingencies and allowances.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon an adjustment in any or all of the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Construction Manager's Fee*, if any;
- the method of adjustment or the amount of the adjustment in the *Guaranteed Maximum Price*, if any;
- the extent of the adjustment in the *Contract Time*, if any; and
- the options described in Article A-8 of the Agreement – OPTIONS.

Construction Cost

Construction Cost means the actual cost of all elements of the *Project* including all applicable taxes but excluding the applicable value added taxes, whether recoverable or not. *Construction Cost* does not include the *Construction Manager's Fee*, the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES and the compensation of the *Consultant*.

Construction Cost Estimate

Construction Cost Estimate is either a *Class A Construction Cost Estimate*, a *Class B Construction Cost Estimate*, a *Class C Construction Cost Estimate*, or a *Class D Construction Cost Estimate*, as the context shall require and is prepared with a level of precision commensurate with the level of detail of information available at the time.

Construction Documents

The *Construction Documents* consist of the *Specifications* and *Drawings* that are consistent with the *Contract Documents* and are prepared by the *Consultant* and accepted by the *Owner* after execution of the Agreement for the performance of the *Project*.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Construction Manager

The *Construction Manager* is the person or entity identified as such in the Agreement.

Construction Manager's Fee

The *Construction Manager's Fee* is the *Construction Manager's* fee for performing the *Services* and the *Work* and the amount is as stipulated in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-4 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE SERVICES AND THE WORK.

Cost of the Work

The *Cost of the Work* is the amount stipulated in Article A-7 of the Agreement – COST OF THE WORK which excludes *Value Added Taxes*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Guaranteed Maximum Price

The *Guaranteed Maximum Price* is the amount, if any, stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS which excludes *Value Added Taxes*. In the event that no amount is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS, the provisions pertinent to the *Guaranteed Maximum Price*, wherever they appear in this *Contract*, shall be individually inoperative and considered as deleted from this agreement.

Notice in Writing

A *Notice in Writing*, where identified in this *Contract*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the Agreement.

Price of the Services

The *Price of the Services*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Services* as stipulated in paragraph 5.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the reimbursable expenses for the *Services* as stipulated in paragraph 6.1 of Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES.

Price of the Work

The *Price of the Work*, which excludes *Value Added Taxes*, is the sum of the *Construction Manager's Fee* for the *Work* as stipulated in paragraph 5.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE and the *Cost of the Work*.

Product

Product means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction as described in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT contemplated by the *Owner* of which the *Work* may be the whole or a part.

Services

The *Services* means all services described in Schedule A1 to the Agreement – SERVICES AND COMPENSATION to be performed by the *Construction Manager* under this *Contract*.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Construction Manager* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Construction Manager* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Price of the Work* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Construction Manager* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sums as shall be levied upon the *Owner's* payment to the *Construction Manager* by the Federal or any Provincial or Territorial government and is computed as a percentage of such payment and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any other similar tax, the collection and payment of which have been imposed on the *Construction Manager* by the tax legislation.

Work

The *Work* means the total construction and related services to be performed by the *Construction Manager* as required by the *Contract Documents* but does not include *Services*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Construction Manager* in accordance with these documents. It is not intended, however, that the *Construction Manager* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
 - .2 the *Consultant* and the *Construction Manager*, a *Subcontractor*, a *Supplier*, or their agent, employee or other person performing any of the *Work*.
- 1.1.3 The components of the *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Construction Manager* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.6 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be:
 - the Agreement between the *Owner* and the *Construction Manager* (including the Schedules to the Agreement),
 - the Definitions,
 - Supplementary Conditions, if any
 - the General Conditions,
 - the *Construction Documents*
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.7 The *Owner* shall provide the *Construction Manager*, without charge, sufficient copies of the *Construction Documents* to perform the *Work*.
- 1.1.8 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to this *Contract*. All *Specifications*, *Drawings*, and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.9 Models furnished by the *Construction Manager* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner, Consultant* or *Construction Manager* shall constitute a waiver of any right or duty afforded either of the parties to this *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

GC 1.5 PERFORMANCE OF THE SERVICES

- 1.5.1 Architectural or engineering aspects of the *Project* shall not be the responsibility of the *Construction Manager*. In providing *Services*, the *Construction Manager* assumes no responsibility for the performance of the *Consultant* nor offers any professional design advice.
- 1.5.2 Notwithstanding any other provisions of this *Contract*, the *Construction Manager* shall be deemed not to assume any duties nor responsibilities as agent of the *Owner*.

GC 1.6 PROJECT REPRESENTATIVES

- 1.6.1 The *Owner, Construction Manager* and *Consultant* may appoint one or more project representatives to assist in carrying out their responsibilities under this *Contract*. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 OWNER'S RESPONSIBILITIES

- 2.1.1 The *Owner* shall:
- .1 provide full and timely information and approvals regarding the requirements of the *Project* for the orderly progress of the *Services* and the *Work*;
 - .2 review documents submitted by the *Construction Manager* and give the *Construction Manager* timely decisions for the orderly progress of the *Services* and the *Work*;
 - .3 furnish promptly to the *Construction Manager* all information that is available or requested by the *Construction Manager* regarding the *Place of the Work* including surveys as to the physical characteristics of the site, soils reports, subsurface investigations, legal limitations, utility locations, and legal description. Subject to paragraph 9.1.2 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, the *Construction Manager* shall be entitled to rely on such information;
 - .4 designate in writing a representative who shall be fully acquainted with the *Work*; and shall have the authority to act on the *Owner's* behalf in relation to all duties and responsibilities of the *Owner* under this *Contract*;
 - .5 retain the *Consultant* who shall be responsible for the design and design related services required for the *Work*;
 - .6 inform the *Construction Manager* of the scope and terms of the *Consultant's* services;
 - .7 inform the *Consultant* of the scope and terms of the *Services* and the *Work*;
 - .8 immediately notify the *Construction Manager* if the *Owner* observes or otherwise becomes aware of any fault or defect in the *Project* or any non-conformity with the requirements of the *Contract*; and
 - .9 coordinate and facilitate the *Services* of the *Construction Manager* and the *Consultant's* services.

GC 2.2 AUTHORITY OF THE CONSULTANT

- 2.2.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.2.2.
- 2.2.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* may be modified or extended only with the written consent of the *Construction Manager* following consultation with the *Consultant*.
- 2.2.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Construction Manager* makes no reasonable objection and whose duties, responsibilities and limitations of authority under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 CONSULTANT'S RESPONSIBILITIES

- 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the *Work* and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – PROGRESS PAYMENT FOR THE WORK.
- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Price of the Work* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in *Price of the Work*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE.
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.

- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.4 REVIEW AND INSPECTION OF THE WORK

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

GC 2.5 DEFECTIVE WORK

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements. Subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, the correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 PERFORMANCE OF THE SERVICES AND EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Construction Manager* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Construction Manager* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Construction Manager* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Construction Manager* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Construction Manager* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Construction Manager* and other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Construction Manager* shall be deemed to have consented to arbitration of any dispute with any contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Construction Manager* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Construction Manager* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraph 3.3.1 and paragraph 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Construction Manager* shall not be held responsible for that part of the design or the specified method of construction. The *Construction Manager* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

- 3.4.1 The *Construction Manager* shall review the *Drawings, Specifications* and material and finish schedules and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Drawings, Specifications* and material and finish schedules, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.
- 3.4.2 The review of *Drawings, Specifications* and material and finish schedules under paragraph 3.4.1 shall be to the best of the *Construction Manager's* knowledge, information and belief. In making such review the *Construction Manager* assumes no responsibility for the accuracy of the review. The *Construction Manager* shall not be liable for any damage or costs resulting from errors, inconsistencies or omissions, which the *Construction Manager* did not discover.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Construction Manager* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the construction schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the construction schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES.

GC 3.6 SUPERVISION

- 3.6.1 The *Construction Manager* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The *Construction Manager* may appoint a new representative for a valid reason and to whom the *Owner* makes no reasonable objection.
- 3.6.2 The appointed representative shall represent the *Construction Manager* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Construction Manager's* appointed representative shall be deemed to have been received by the *Construction Manager*, except with respect to Article A-10 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 subject to paragraph 7.1.9 of Article A-7 of the Agreement – COST OF THE WORK, be as fully responsible to the *Owner* for acts and omissions of *Subcontractors, Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.
- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Construction Manager* shall keep one copy of current *Construction Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Construction Manager* shall provide *Shop Drawings* as required in the *Construction Documents*.
- 3.10.2 The *Construction Manager* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Construction Manager* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Construction Manager* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Construction Manager* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Construction Manager* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Construction Manager* for approval.
- 3.10.8 The *Construction Manager* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Construction Manager* represents by this review that:
- .1 the *Construction Manager* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Construction Manager* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Construction Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Construction Manager* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Construction Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Construction Manager* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Construction Documents*.
- 3.10.11 The *Construction Manager* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Construction Documents*, unless otherwise directed by the *Consultant*. The *Construction Manager* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Construction Manager* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Construction Manager* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Construction Manager* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Construction Manager* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for poorly timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Construction Manager* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Construction Manager* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Construction Manager* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Construction Manager* shall remove any remaining products, tools, *Construction Equipment*, and *Temporary Work*, and waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCE

GC 4.1 CASH ALLOWANCES

- 4.1.1 Cash allowances may be stated in this *Contract* if the *Guaranteed Maximum Price* is stipulated in paragraphs 8.2 or 8.3 of Article A-8 of the Agreement – OPTIONS.
- 4.1.2 The *Price of the Work* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance specified in this *Contract*, the *Construction Manager’s Fee* for the *Work* and the *Guaranteed Maximum Price* shall be adjusted by *Change Order* to compensate the *Construction Manager* for any excess incurred and substantiated. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager’s* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Construction Manager’s* overhead and profit in connection with such cash allowances is eligible to be included in progress payments on account of the *Construction Manager’s Fee* for the *Work*.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments on account of the *Cost of the Work*.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Construction Manager*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Construction Manager* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Construction Manager Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 ACCOUNTING AND AUDIT

- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of the *Cost of the Work*.
- 5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the *Cost of the Work*, and for this purpose the *Construction Manager* shall preserve all such records.

GC 5.3 PROGRESS PAYMENT FOR THE SERVICES

- 5.3.1 The *Owner* shall make payment for the *Construction Manager's Fee* for the *Services* as described in paragraph of 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE and on account of the reimbursable expenses for the *Services* as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES no later than 20 calendar days after receipt of an application for payment for the *Services* submitted by the *Construction Manager*.
- 5.3.2 The application for payment for the reimbursable expenses for the *Services* shall include items of cost as defined in Schedule A2 to the Agreement – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1 and other support documents required by the *Owner* in accordance with the *Contract Documents*.

GC 5.4 PROGRESS PAYMENT FOR THE WORK

- 5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.
- 5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.4.3 The amount applied for shall be the cost of the *Work* performed and *Products* delivered to the *Place of the Work* or other locations designated by the *Owner* in accordance with the provisions of Article A-7 of the Agreement – COST OF THE WORK, as of the last day of the month or an alternative day of the month agreed in writing by the parties plus the *Construction Manager's Fee* for the *Work* earned in accordance with the provisions of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE.
- 5.4.4 The application for payment for the *Work* shall include items of cost as defined in Article A-7 of the Agreement – COST OF THE WORK and other support documents required by the *Owner* as in accordance with the *Contract Documents*.
- 5.4.5 When submitting the second and succeeding applications for payment, the *Construction Manager* shall furnish receipted vouchers or other satisfactory evidence of payment for all items included in the preceding applications. If the *Owner* has reasonable grounds for believing that any amount included in preceding applications has not been paid the *Owner* may withhold payment in respect of such amount from the current application until satisfactory evidence of payment is given by the *Construction Manager*.
- 5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

- 5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:
- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
 - .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 When the *Construction Manager* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Construction Manager* shall, within 1 *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract*.
- 5.5.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Construction Manager's* list and application:
- .1 advise the *Construction Manager* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Construction Manager*.
- 5.5.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work* or a designated portion of the *Work*, the *Construction Manager*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.6.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.6.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Construction Manager*.
- 5.6.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.6.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.

GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK FOR THE WORK

- 5.7.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.2 In the Province of Quebec, where, upon application by the *Construction Manager*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Construction Manager* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Construction Manager* which are enforceable against the *Owner*.
- 5.7.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Construction Manager* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.8 FINAL PAYMENT FOR THE WORK

- 5.8.1 When the *Construction Manager* considers that the *Work* is completed, the *Construction Manager* shall submit an application for final payment.
- 5.8.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Construction Manager* for final payment, review the *Work* to verify the validity of the application and advise the *Construction Manager* in writing that the application is valid or give reasons why it is not valid.
- 5.8.3 When the *Consultant* finds the *Construction Manager's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.
- 5.8.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Construction Manager* as provided in Article A-9 of the Agreement – PAYMENT.

GC 5.9 WITHHOLDING OF PAYMENT FOR THE WORK

- 5.9.1 If because of climatic or other conditions reasonably beyond the control of the *Construction Manager*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.10 NON-CONFORMING WORK

- 5.10.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions, or other revisions to the *Work* by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

- 6.1.2 The *Construction Manager* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.
- 6.1.3 The *Owner* and the *Construction Manager*, without invalidating the *Contract*, may agree to make changes to the *Services*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Construction Manager's Fee*, a method of adjustment or an amount of adjustment for the *Guaranteed Maximum Price*, and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 When the *Owner* and *Construction Manager* agree to exercise the stipulated price option at any time during the term of the *Contract*, such agreement shall be recorded in a *Change Order*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 If no method of adjustment is agreed:
- .1 the adjustment in the *Construction Manager's Fee* for a change carried out by way of a *Change Directive* shall be determined on the basis of the changes in costs of the *Construction Manager*; and
 - .2 the *Guaranteed Maximum Price* shall be adjusted by the changes in the *Cost of Work* and in the *Construction Manager's Fee* for the *Work* resulting from a *Change Directive*.
- 6.3.6 Pending determination of the adjustment to the *Construction Manager's Fee* required as a result of a *Change Directive*, the *Cost of the Work* incurred and the undisputed amount of the *Construction Manager's Fee* as the result of a *Change Directive* is eligible to be included in progress payments, notwithstanding the limit imposed by the *Guaranteed Maximum Price*.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Construction Manager's Fee*, the *Guaranteed Maximum Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Construction Manager's Fee* for the *Work*, the *Guaranteed Maximum Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager's Fee* and the *Guaranteed Maximum Price* shall be adjusted by a reasonable amount for overhead costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONSTRUCTION MANAGER'S FEE FOR THE SERVICES, THE PRICE OF THE WORK OR THE GUARANTEED MAXIMUM PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Construction Manager's Fee* for the *Services*, the *Price of the Work* or the *Guaranteed Maximum Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and, if the claim relates to the *Price of the Work* or the *Guaranteed Maximum Price*, with a copy to the *Consultant*.

- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the party receiving the claim may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the claim is not acceptable to the other party, it shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work* by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall:
- .1 be entitled to take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 pay the *Construction Manager* upon the *Consultant's* certificate and in accordance with Part 5 of the General Conditions – PAYMENT for the costs properly incurred by the *Construction Manager* to that time plus the proportionate amount of the fee as provided in Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE, and
 - .3 pay to the *Construction Manager* fair compensation, either by purchase or rental, at the option of the *Owner*, for any *Construction Equipment* retained for use in the *Work*, and
 - .4 assume and become liable for all obligations, commitments and unliquidated claims as certified by the *Consultant* that the *Construction Manager* may have heretofore, in good faith, undertaken or incurred in connection with the *Work*, other than such as are properly payable by the *Construction Manager* because of neglect or default.

- 7.1.6 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Construction Manager* shall, as a condition of receiving the payments, execute and deliver such papers and take such action, including the legal assignment in the *Construction Manager's* contractual rights, as the *Owner* may require for the purpose of fully vesting in the *Construction Manager* the rights and benefits of the *Construction Manager* under the obligations or commitments to be assumed by the *Owner*.
- 7.1.7 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONSTRUCTION MANAGER'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or of anyone directly or indirectly employed or engaged by the *Construction Manager*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.
- 7.2.3 The *Construction Manager* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Construction Manager*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.4 – PROGRESS PAYMENT FOR THE WORK, or
 - .3 the *Owner* fails to pay the *Construction Manager*, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Construction Manager* that sufficient cause exists.
- 7.2.4 The *Construction Manager's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following receipt of the *Notice in Writing*, the *Construction Manager* may, without prejudice to any other right or remedy the *Construction Manager* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Construction Manager* terminates the *Contract* under the conditions set out above, the *Construction Manager* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Construction Manager* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.3 – CONSULTANT'S RESPONSIBILITIES, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Construction Manager* costs incurred by the *Construction Manager* in carrying out such instructions which the *Construction Manager* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a *Project Mediator*
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the *Project Mediator* be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.3 – CONSULTANT'S RESPONSIBILITIES and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the *Project Mediator* to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the *Project Mediator* was requested under paragraph 8.2.4 or within such further period agreed by the parties, the *Project Mediator* shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Construction Manager* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.2.8 If neither party, by *Notice in Writing* given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) Substantial Performance of the *Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Construction Manager* has abandoned the *Work*,whichever is earlier, and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

- 8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.3.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Construction Manager's Fee*, the *Guaranteed Maximum Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.

- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would change the *Construction Manager's Fee*, the *Guaranteed Maximum Price* or the *Construction Manager's* time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Subject to paragraph 3.2.2.2 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, the *Construction Manager* shall be responsible for
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
 - .2 establishing, initiating, maintaining and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing;
 - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
 - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
- 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for overhead costs incurred by the *Construction Manager* in taking the steps pursuant to paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and adjust the *Construction Manager's Fee* and the *Guaranteed Maximum Price* by a reasonable amount for costs incurred by the *Construction Manager* as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Construction Manager* shall pay all customs, taxes and duties in effect during the performance of the *Work*. The amount incurred shall be included in the *Cost of the Work* as in accordance with paragraph 7.1.14 of the Agreement A-7 – COST OF THE WORK.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Construction Manager*.
- 10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Cost of the Work* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

GC 10.3 PATENT FEES

- 10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The amount incurred shall be included in the *Cost of the Work* in accordance with paragraph 7.1.12 of the Agreement A-7 – COST OF THE WORK. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.
- 10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, again with the *Construction Manager's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Construction Manager's* application for final payment, the *Construction Manager* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Construction Manager* shall provide such evidence of compliance by the *Construction Manager* and *Subcontractors*.

PART 11 INSURANCE — CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Construction Manager* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – INSURANCE REQUIREMENTS in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Construction Manager* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Construction Manager* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Services* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Services* until one year after the date of *Substantial Performance of the Work*.
 - .3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
 - .4 "Broad form" property insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .5 Boiler and machinery insurance in the joint names of the *Construction Manager*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Construction Manager* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Construction Manager* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Construction Manager* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Construction Manager* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Construction Manager*;
 - (2) the *Construction Manager* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Construction Manager* shall be entitled to receive from the payments made by the insurer the amount of the *Construction Manager's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Construction Manager* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Services* and upon the placement, renewal, amendment or extension of all or any part of the insurance, the *Construction Manager* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this *Contract*.

- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Construction Manager* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Construction Manager* and the *Consultant*. The *Construction Manager* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Construction Manager*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Construction Manager's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Construction Manager* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract* as in accordance with paragraph 7.1.13 of the Agreement A-7 – COST OF THE WORK.
- 11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
 - .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Price of the Work* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.

- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Construction Manager* waives and releases the *Owner* from all claims which the *Construction Manager* has or reasonably ought to have knowledge of that could be advanced by the *Construction Manager* against the *Owner* arising from the *Construction Manager's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Construction Manager* by third parties for which a right of indemnification may be asserted by the *Construction Manager* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Construction Manager* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Construction Manager* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Construction Manager* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Construction Manager* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Construction Manager* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Construction Manager* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 – INDEMNIFICATION;
 - .4 damages arising from the *Construction Manager*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Construction Manager* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Construction Manager* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 the Civil Code of Quebec, if the *Place of the Work* is the Province of Quebec.
- 12.2.5 The *Owner* waives and releases the *Construction Manager* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Construction Manager* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following
- .1 a clear and unequivocal statement of the intention to claim;
 - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving "Notice in Writing of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

- 12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

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- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 The *Construction Manager* shall enforce the warranty obligations of the *Subcontractors* and *Suppliers* which shall include the following provisions:
- .1 the *Subcontractor* or the *Supplier* shall correct promptly at its expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the *Contract Documents*; and .
 - .2 the *Subcontractor* or the *Supplier* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.7 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1 shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

APPENDIX – STIPULATED PRICE OPTION

The *Owner* and the *Construction Manager* may agree to exercise the stipulated price option at any time during the term of the *Contract* as in accordance with Article A-8 of the Agreement – OPTIONS. Upon the issuance of the *Change Order* exercising the stipulated price option, the following Articles of the Agreement, Definitions and General Conditions shall be deemed deleted, amended or added, as the case may be, and the *Contract* so revised shall be deemed to govern the rights and obligations of the parties with respect to the *Services* and *Work* to be provided from and after the date of the *Change Order*, unless stipulated otherwise in the *Change Order*.

ARTICLES OF THE AGREEMENT

1. **Article A-1**

New paragraph 1.4

insert new paragraph as follows:

1.4 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the _____ day of _____ in the year _____.

2. **Article A-5**

Delete this Article in its entirety.

3. **Article A-6**

Delete this Article in its entirety.

4. **Article A-7**

Delete this Article and replace with the following:

ARTICLE A-7 COST OF WORK

7.1 The cost of performing the work attributable to any *Change Directive* shall include:

- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Construction Manager* under a salary or wage schedule agreed upon by the *Owner* and the *Construction Manager*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Construction Manager*, for personnel
 - (1) stationed at the *Place of the Work*, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings and coordination drawings;
or
 - (4) engaged in the processing of changes in the *Work*.
- .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Construction Manager* and included in the cost of the *Work* as provided in paragraph 7.1.1;
- .3 travel and subsistence expenses of the *Construction Manager's* personnel described in paragraph 7.1.1;
- .4 all *Products* including cost of transportation thereof;
- .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Construction Manager*;
- .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Construction Manager* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
- .7 the *Construction Manager's* field office;

- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Construction Manager* and the *Services* are performed in accordance with this *Contract*;
- .9 the amount of all subcontracts;
- .10 quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Construction Manager's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .13 any adjustment in premiums for all contract securities and insurance that the *Construction Manager* is required, by the *Contract Documents*, to purchase and maintain;
- .14 any adjustment in taxes, other than *Value Added Taxes*, and duties relating to the *Work* for which the *Construction Manager* is liable;
- .15 charges for long distance communications, courier services, expressage, printing, and reproduction incurred in relation to the performance of the *Work*;
- .16 removal and disposal of waste products and debris;
- .17 the cost of safety measures and requirements;
- .18 other costs incurred in the performance of the *Work* as listed below:

6. **Article A-8**

Delete this Article and replace with the following:

ARTICLE A-8 CONTRACT PRICE

- 8.1 The *Contract Price*, which excludes *Value Added Taxes*, is: _____ /100 dollars \$ _____
- 8.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Construction Manager* are: _____ /100 dollars \$ _____
- 8.3 Total amount payable by the *Owner* to the *Construction Manager* for the construction of the *Work* is: _____ /100 dollars \$ _____
- 8.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.
- 8.5 All amounts are in Canadian funds.

7. **Article A-9**

paragraph 9.1

Delete and replace with the following:

- 9.1 Where required by provincial or territorial legislation, payments shall be subject to the lien legislation applicable to the *Place of the Work*. The *Owner* shall pay the *Construction Manager*:
 - .1 payments on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments,
 - .2 upon *Substantial Performance of the Work*, the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - .3 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services* and the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

8. **Schedule, A1**

Delete this Schedule in its entirety.

9. **Schedule A2**
Delete this Schedule in its entirety.
10. **Schedule B**
Delete this Schedule in its entirety.

DEFINITIONS

11. **Definition 5 – CHANGE DIRECTIVE**
Delete and replace with the following:

5. Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Construction Manager* to proceed with a change in the *Work* within the general scope of this *Contract* prior to the *Owner* and the *Construction Manager* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

12. **Definition 6 – CHANGE ORDER**
Delete and replace with the following:

6. Change Order

A *Change Order* is a written amendment to this *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Construction Manager* stating their agreement upon:

- a change in the *Services*;
- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

13. **Definition 32 – SUPPLEMENTAL INSTRUCTION**

Delete and replace with the following:

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents*, as required for the performance of the *Work*.

14. **New Definition 38 – CONTRACT PRICE**

Insert new Definition as follows:

Contract Price

The *Contract Price*, which excludes *Value Added Taxes*, is the amount specified in Article A-8 – **CONTRACT PRICE** to complete the *Services* and the *Work*.

GENERAL CONDITIONS

15. GC 2.3

Delete and replace with the following:

- 2.3.1 The *Consultant* will provide administration of the *Work* as described in the *Contract Documents*.
- 2.3.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.3.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Construction Manager*.
- 2.3.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* applications for payment for the *Work* performed as provided in paragraph 5.4.7.1 of GC 5.4 – **PROGRESS PAYMENT FOR THE WORK**.

- 2.3.5 Based on the *Consultant's* observations and evaluation of the *Construction Manager's* applications for payment for the *Work* performed, the *Consultant* will determine the amounts owing to the *Construction Manager* for the *Contract Price* and will issue certificates for payment as provided in Article A-9 of the Agreement – PAYMENT, GC 5.4 – PROGRESS PAYMENT FOR THE WORK and GC 5.8 – FINAL PAYMENT FOR THE WORK.
- 2.3.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Construction Manager's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Construction Manager, Subcontractors, Suppliers,* or their agents, employees, or any other persons performing portions of the *Work*.
- 2.3.7 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Work*.
- 2.3.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*, except with respect to the scope, fee and reimbursable expenses of the *Services*, shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.3.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents* as they relate to the *Work*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Construction Manager*.
- 2.3.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.3.11 With respect to claims for a change in the *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE
- 2.3.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Construction Manager, Subcontractor, Suppliers,* or their agents, employees, or other persons performing any of the *Work*.
- 2.3.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Construction Manager* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Construction Manager*.
- 2.3.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Construction Manager's* submittals which are provided in accordance with the *Construction Documents*.
- 2.3.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.3.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.3.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.3.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Construction Manager* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

16. **GC 2.4**

Delete and replace with the following:

- 2.4.1 The *Construction Manager* shall provide the *Owner* and the *Consultant* access to the *Work* at all times. The *Construction Manager* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

- 2.4.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Construction Manager* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Construction Manager* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.4.3 The *Construction Manager* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.4.4 If the *Construction Manager* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Construction Manager* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Construction Manager's* expense.
- 2.4.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Construction Manager* shall correct the work and pay the cost of examination and correction at the *Construction Manager's* expense. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.4.6 The *Construction Manager* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Construction Manager* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.4.7 The *Construction Manager* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

17. **GC 2.5**

Delete and replace with the following:

- 2.5.1 The *Construction Manager* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Construction Manager*. The correction of defective work shall be at the *Construction Manager's* expense.
- 2.5.2 The *Construction Manager* shall make good promptly other contractors' work destroyed or damaged by such removals or replacements. The correction of destroyed or damaged work shall be at the *Construction Manager's* expense.
- 2.5.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Construction Manager* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Construction Manager* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

18. **GC 3.7**

Delete and replace with the following:

- 3.7.1 The *Construction Manager* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
 - .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Construction Manager*.
- 3.7.2 The *Construction Manager* shall, before entering into contracts or written agreements with *Subcontractors* and *Suppliers*, submit to the *Owner* all bids received for the various parts of the *Work* to be subcontracted and obtain the *Owner's* acceptance of the *Subcontractors* and *Suppliers* selected.

- 3.7.3 The *Construction Manager* shall cause to be obtained contract security from *Subcontractors* to the extent and for the amounts approved by the *Owner*.
- 3.7.4 The *Construction Manager* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Construction Manager* may reasonably object.
- 3.7.5 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.
19. **GC 3.8**
Delete and replace with the following:
- 3.8.1 The *Construction Manager* shall maintain good order and discipline among the *Construction Manager's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Construction Manager* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
20. **New GC 3.14 – SERVICES**
Insert new General Condition as follows:
GC 3.14 SERVICES
- 3.14.1 The *Construction Manager* shall:
- .1 chair and minute regular *Project* meetings with the *Owner* and the *Consultant*,
 - .2 prepare and update the cash flow forecasts in accordance with the *Project* budget that are specified in the *Contract* or otherwise agreed with the *Owner*;
 - .3 provide reasonable assistance and information to permit recovery of all tax rebates where applicable, and
 - .4 assist the *Owner* in conducting post-construction occupancy review.
21. **GC 4.1**
Delete and replace with the following:
- 4.1.1 The *Contract Price*, and not the cash allowances, includes the *Construction Manager's* overhead and profit in connection with such cash allowances.
- 4.1.2 The *Contract Price* includes the cash allowances, if any, stated in this *Contract*. The scope of work or costs included in such cash allowances shall be as described in this *Contract*.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where costs under any cash allowance exceed the amount of the allowance, the *Construction Manager* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where costs under any cash allowance are less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Construction Manager's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and its actual cost.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Construction Manager* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.
22. **GC 5.2**
Delete and replace with the following:
- 5.2.1 The *Construction Manager* shall keep full and detailed accounts and records necessary for the documentation of and the cost of performing the work attributable to the *Change Directive*.

5.2.2 For 60 calendar days after the application for final payment or for such other period specified in the *Contract*, the *Owner* shall be afforded reasonable access to all of the *Construction Manager's* books, records, correspondence, instructions, drawings, receipt vouchers, *Subcontractor* and *Supplier* invoices, and memoranda relating to the cost of performing the work attributable to the *Change Directive*, and for this purpose the *Construction Manager* shall preserve all such records..

23. **GC 5.3**

Delete this General Condition in its entirety.

24. **GC 5.4**

Delete and replace with the following:

5.4.1 Applications for payment on account as provided in Article A-9 of the Agreement – PAYMENT may be made monthly as the *Work* progresses.

5.4.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.4.3 The amount claimed shall be for the value, proportionate to the *Contract Price*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period

5.4.4 The *Construction Manager* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment after exercising the stipulated price option, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.4.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.4.6 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

5.4.7 After receipt by the *Consultant* of an application for payment for the *Work* submitted by the *Construction Manager* in accordance with paragraphs 5.4.1 to 5.4.6:

- .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Construction Manager's* application for payment;
- .2 the *Consultant* will issue to the *Owner* and copy to the *Construction Manager*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Construction Manager* in writing giving reasons for the amendment; and
- .3 the *Owner* shall make payment to the *Construction Manager* on account as provided in Article A-9 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

5.4.8 The *Construction Manager* shall include a statement based on the schedule of values with each application for payment.

25. **GC 6.2**

Delete and replace with the following:

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide the *Construction Manager* with a written description of the proposed change in the *Work*. The *Construction Manager* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price* and the adjustment in the *Contract Time*, as applicable, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Construction Manager* agree to the adjustments in the *Contract Price* and the *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in applications for progress payment

26. **GC 6.3**

Delete and replace with the following:

- 6.3.1 If the *Owner* requires the *Construction Manager* to proceed with a change in the *Work* prior to the *Owner* and the *Construction Manager* agreeing upon any corresponding adjustment in the *Contract Price* and the *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Construction Manager* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Construction Manager's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with Article A-7 of the Agreement – COST OF WORK and as follows:
- .1 If the change results in a net increase in the *Construction Manager's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Construction Manager's* cost, plus the *Construction Manager's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Construction Manager's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Construction Manager's* cost, without adjustment for the *Construction Manager's* percentage fee.
 - 3 The *Construction Manager's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 If the *Owner* and the *Construction Manager* do not agree on the proposed adjustment in the *Contract Price*, the *Contract Time*, or in the method of determining them, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.8 When the *Owner* and the *Construction Manager* reach agreement on the adjustment to the *Contract Price* and the *Contract Time*, this agreement shall be recorded in a *Change Order*.
- 6.3.9 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is eligible to be included in progress payments.

27. **GC 6.4**

Delete and replace with the following:

- 6.4.1 If the *Owner* or the *Construction Manager* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would justify an increase or decrease in the *Contract Price* or the *Contract Time*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Construction Manager* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

28. **GC 6.5**

Delete and replace with the following:

- 6.5.1 If the *Construction Manager* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.2 If the *Construction Manager* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Construction Manager* or any person employed or engaged by the *Construction Manager* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The *Contract Price* shall be adjusted by a reasonable amount for costs incurred by the *Construction Manager* as the result of such delay.
- 6.5.3 If the *Construction Manager* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Construction Manager* is a member or to which the *Construction Manager* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Construction Manager's* control other than one resulting from a default or breach of *Contract* by the *Construction Manager*,
- then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Construction Manager* agrees to a shorter extension. The *Construction Manager* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of the delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.3.13 of GC 2.3 – CONSULTANT'S RESPONSIBILITIES or paragraph 3.5.1 of GC 3.5 – CONSTRUCTION SCHEDULE, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

29. **GC 6.6**

Delete and replace with the following:

GC 6.6. CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Construction Manager* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Construction Manager* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party with a copy to the *Consultant*.

30. **GC 7.1**

Delete and replace with the following:

- 7.1.1 If the *Construction Manager* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Construction Manager's* insolvency, or if a receiver is appointed because of the *Construction Manager's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Construction Manager's* right to continue with the *Work*, by giving the *Construction Manager* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

- 7.1.2 If the *Construction Manager* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract Documents* to a substantial degree, and if the *Consultant* has given a written statement to the *Owner* and *Construction Manager* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Construction Manager Notice in Writing* that the *Construction Manager* is in default of the *Construction Manager's* contractual obligations and instruct the *Construction Manager* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Construction Manager* shall be in compliance with the *Owner's* instructions if the *Construction Manager*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Construction Manager* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Construction Manager* provided the *Consultant* has certified such cost to the *Owner* and the *Construction Manager*, or
 - .2 terminate the *Construction Manager's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Construction Manager's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Construction Manager* until a final certificate for payment is issued, and
 - .3 charge the *Construction Manager* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Construction Manager* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Price of the Work*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Price of the Work*, the *Owner* shall pay the *Construction Manager* the difference, and
 - .4 on expiry of the warranty period, charge the *Construction Manager* the amount by which the cost of corrections to the *Construction Manager's* work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Construction Manager* the difference.
- 7.1.6 The *Construction Manager's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Construction Manager* up to the time of termination shall continue in force after such termination of the *Contract*.
31. **GC 9.1**
Delete and replace with the following:
- 9.1.1 The *Construction Manager* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Construction Manager's* operations under this *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Contract Documents*;
 - .2 acts or omissions by the *Owner*, the *Consultant*, other contractors, or their respective agents and employees.
- 9.1.2 Before commencing any work, the *Construction Manager* shall locate on site all underground utilities and structures that are indicated in the *Contract Documents* or information provided by the *Owner*, or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Construction Manager* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Construction Manager* shall be responsible for making good such damage at the *Construction Manager's* expense.

- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Construction Manager* is not responsible, as provided in paragraph 9.1.1, the *Construction Manager* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and the *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

32. **GC 9.2**

Delete and replace with the following:

- 9.2.1 For the purposes of applicable legislation, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Construction Manager* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Consultant* and the *Construction Manager* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Construction Manager* commencing the *Work*.
- 9.2.5 If the *Construction Manager*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Construction Manager* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
 - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.
- 9.2.6 If the *Owner* and *Construction Manager* do not agree on the existence or significance of toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Construction Manager*.
- 9.2.7 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Construction Manager* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.2.6 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Construction Manager* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the *Place of the Work* by the *Construction Manager* or anyone for whom the *Construction Manager* is responsible, the *Construction Manager* shall promptly at the *Construction Manager's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substance;

- .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
33. **GC 9.3**
Delete and replace with the following:
- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Construction Manager*, be deemed to be the absolute property of the *Owner*.
 - 9.3.2 The *Construction Manager* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items
 - 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Construction Manager's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
34. **GC 9.5**
Delete and replace with the following:
- 9.5.1 If the *Construction Manager* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
 - .1 the observing party shall promptly report the circumstances to the other party in writing;
 - .2 the *Construction Manager* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould; and
 - .3 if the *Owner* and *Construction Manager* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Construction Manager*.
 - 9.5.2 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Construction Manager's* operations under the *Contract*, the *Construction Manager* shall promptly, at the *Construction Manager's* own expense:
 - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 12.1 – INDEMNIFICATION.
 - 9.5.3 If the *Owner* and *Construction Manager* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Construction Manager's* operations under the *Contract*, the *Owner* shall promptly, at the *Owner's* own expense:
 - .1 take all reasonable and necessary steps to safely remediate or dispose of the mould;
 - .2 reimburse the *Construction Manager* for the cost of taking the steps under 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
 - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Construction Manager* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Construction Manager* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Construction Manager* as required by GC 12.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

35. **GC 10.1**

Delete and replace with the following:

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Construction Manager* as stipulated in Article A-8 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Construction Manager* due to changes in such included taxes and duties after exercising the stipulated price option shall increase or decrease the *Contract Price* accordingly.

36. **GC 10.2**

Delete and replace with the following:

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or which the *Contract Documents* specify as the responsibility of the *Construction Manager*.

10.2.3 The *Construction Manager* shall be responsible for the procurement of permits, licences, inspections and certificates which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections and certificates, and their procurement.

10.2.4 The *Construction Manager* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Construction Manager* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations or codes which require modification to the *Contract Documents*, the *Construction Manager* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations or codes; the *Construction Manager* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations or codes.

37. **GC 10.3**

Delete and replace with the following:

10.3.1 The *Construction Manager* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Construction Manager* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Construction Manager* or anyone for whose acts the *Construction Manager* may be liable.

10.3.2 The *Owner* shall hold the *Construction Manager* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Construction Manager's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, or any model, plan or design which was supplied to the *Construction Manager* as part of the *Contract*.

38. **GC 11.2**

Delete and replace with the following:

- 11.2.1 The *Construction Manager* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security required by this *Contract*.
- 11.2.2 If this *Contract* requires surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of this *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

39. **GC 12.1**

Delete and replace with the following:

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Construction Manager* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to, their involvement as parties to this *Contract*, provided such claims are:

.1 caused by:

- (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
- (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.5.2.2 of GC 5.5 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:

- .1 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the insurance limit for the loss so covered as prescribed in GC 11.1 – INSURANCE.
- .2 In respect to losses suffered by the *Owner* and the *Construction Manager* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.

- 12.1.4 The *Owner* and the *Construction Manager* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

- 12.1.5 The *Owner* shall indemnify and hold harmless the *Construction Manager* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:

- .1 as described in GC 10.3 – PATENT FEES, and
- .2 arising out of the *Construction Manager's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Construction Manager*:

- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
- .2 should either party be required as a result of its obligation to indemnify the other pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

40. **GC 12.3**

Delete and replace with the following:

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under this *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.3.2 The *Construction Manager* shall be responsible for the proper performance of the *Work* to the extent that the design and the *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Construction Manager Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Construction Manager* shall correct promptly, at the *Construction Manager's* expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Construction Manager* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Construction Manager's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Ray Veenstra

From: Kern Kalideen <kernkalideen@gmail.com>
Sent: Nov/17/2014 1:35 PM
To: Ray Veenstra; Ken Kamminga; Keith Zorn
Cc: tlođu@globalkingdom.ca; bob@globalkingdom.ca; Godfrey Adderley; Ben Johnston; Dhani, Anita; Anand Nathan; Glenn Reinders; Rod Gay
Subject: Construction Manager Contract

Ray / Ken,

Congratulations. You have been awarded the Construction Manager Contract for GKM Life Lease Project
Can you have representation at our committee meeting tomorrow at 9:30 am at the church.

Can you start working with Reinders and Reider to start the first phase of developing a construction budget. I am preparing a pro-forma development budget for the bank.

Thanks Kern



Maple Reinders Constructors Ltd.
260 Holiday Inn Drive, Suite 24, Cambridge, ON N3C 4E8



Construction Management Proposal for
**Global Kingdom
Ministries
Seniors Development**
Toronto, Ontario

31 October 2014

Confidentiality Statement

This Construction Management Proposal Submission, prepared for Global Kingdom Ministries ("the Owner", "GKM") contains financial, commercial and technical information that is proprietary and confidential to Maple Reinders Constructors Ltd. ("MRC", "Maple Reinders"). This information is submitted in confidence to GKM on the understanding that it will not be disclosed in whole or in part by GKM, or any other agency or department to a third party, other than those directly responsible for the evaluation of all or part of the submission, pursuant to any applicable Freedom of Information and Protection of Privacy legislation, regulatory, enactments or otherwise, without the express written consent of Maple Reinders Constructors Ltd. Any such disclosure without such consent would significantly prejudice the competitive position of Maple Reinders Constructors Ltd.

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APPENDICES

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Executive Summary

Background and Project Understanding

Global Kingdom Ministries is planning a new seniors development located on a 12-acre site at the location of Global Kingdom's church facilities located at 1250 Markham Road in Toronto, Ontario.

The vision for the development is to create a seniors community which allows seniors to age-in-place while enhancing their physical, emotional and spiritual wellbeing. The development will also create a unique opportunity for GFM to pay off development debts, set up a trust fund for World Missions and provide an annual income to support other ministries and purposes.

Based on our recent meeting and our understanding of the project and your requirements, we believe that Maple Reinders is an excellent partner for GKM. We can provide unparalleled services based on the following:

- » **Rigorous and responsible management of costs and schedule:** Maple Reinders has proven time and again our ability to provide cost-effective, schedule-driven construction solutions.
- » **Superior value:** We are able to provide competitive pricing while maximizing value (Value Engineering); bringing best practices, innovations and cost savings to the table.
- » **Seniors Development experience:** Maple Reinders has significant experience in the development, design of construction of projects for the seniors/adult life style market.
- » **Construction Management Experience:** We have completed over 100 institutional/residential projects - many under a Construction Management format with Preconstruction Services.
- » **Effective team partnering and participation:** Our integrated team approach ensures that cooperation, flexibility and trust are built among all project participants.

Summary

We have assembled a strong team of experienced construction staff for this project. The Maple Reinders team is convinced that we have assembled the resources, qualifications and experience best able to deliver optimum value for GKM.

1.0 Corporate Profile

Maple Reinders Constructors Ltd. is part of The Maple Reinders Group, which has grown to become one of the most respected, highly qualified and trusted construction firms in Canada today. With its reach into all provinces of Canada and extending to international markets, the Maple Reinders Group has earned a solid reputation for quality, competence and integrity.

With offices in Mississauga, Cambridge, Kelowna, Vancouver, Calgary and Edmonton, and more than 400 employees, the Maple Reinders Group has successfully completed over 2,400 projects coast-to-coast. Current annual volume of construction work within the Buildings and Civil divisions is \$304,600,000 with individual project values up to \$100+ million.



The Group was launched in 1967 by its founder, Fred J. Reinders. Based on a vision of integrating the disciplines of engineering and construction, the Company steadily developed its expertise and a “can do” attitude.

Our expertise includes not only new building construction, but also project due diligence, site development, design development and project commissioning.

Furthermore, we strive for excellence and support the CCA Gold Seal Program. Maple Reinders retains over 50 key personnel who have successfully acquired their Gold Seal Certification.



As part of our environmental commitment, we have several LEED® Accredited Professionals to handle the stringent environmental requirements for project owners wishing to pursue LEED® (Leadership in Energy and Environmental Design) Certification.



For four consecutive years, Maple Reinders has been named one of Canada’s “Best Managed Companies”. This is one of the country’s leading business award programs recognizing excellence in Canadian-owned and managed companies and evaluating the calibre of their management abilities and practices.



2.0 Project Experience & References

2.1 Construction Management/Similar Experience

The following is a representative list of projects which the Maple Reinders Group has completed, or is currently working on, many under a Construction Management arrangement.

Project	Description	Value
Grand Okanagan Lakeside Resort	Keith Zorn, VP Cambridge Operations, was project manager for this destination resort including 390 guest rooms, villas and suites.	\$35,000,000
Great West Life Project Waterfall	Phased interior renovation and major mechanical /electrical infrastructure upgrade of historic seven storey office building	\$55,000,000
Good Shepherd Residences	A 50,000 sf women's centre and a 175,000 sf, seven-storey residential and mix-use space	\$40,400,000
St. John's McNicoll Centre	14 storey, 230,000 sf, seniors residential building.	\$39,600,000
Open Text Office Building	A five-storey office facility with covered parking deck and a bridge connection to the existing building.	\$21,500,000
Casa del Lago	Construction of townhomes and condominiums in two phases. Complex incorporates features such as a reflecting pool, recreational amenities, beachfront access, clubhouse and fitness facility.	\$25,000,000
Harvest Bible Chapel	New 95,000 square foot building facility which incorporates and captures elements of church function, school, community centre, conference centre and performing arts centre.	\$17,000,000
King's University College	140,00 sf renovation/conversion of a hotel tower into student residences, and a 40,000 sf new addition encompassing several new wings for classrooms, labs and student space.	\$13,500,000
King's Christian Collegiate Phase I - V	Five phased, 90,000 sf,, new build collegiate consisting of one and two-storey academic, athletic/community and music wings.	\$20,280,000
Elgin Lodge Addition and Renovation	A single storey extension of one wing, and a two storey link between existing wings of the facility. In all, 66 living units were added to the building.	\$8,000,000
Focus on the Family Head Office	A three storey office building of 24,000 sf on top of 15,000 sf of enclosed parking structure	\$7,000,000

Project	Description	Value
Churchill Meadows Christian Church	A 40,000 sf worship facility with a 650-seat theatre-style auditorium that includes an expansive podium and backstage green room.	\$6,359,000
Oakville Holiday Inn Express	A premier seven-storey, 144-room hotel	\$5,500,000
Arbour Creek Villa Long Term Care Facility	Four storey, 128-bed long term care facility, including special care for physically and cognitively disabled, including residents with Acquired Brain Injuries.	\$9,500,000
Trinity Village Long Term Care Centre	Three storey long term care facility, with 90 single occupancy rooms and 30 double occupancy rooms, including landscaped courtyard and amenities.	\$10,200,000
Port Hope Extendicare	Two storey wood frame long term care facility, with capacity for 128 beds, including amenity facilities.	\$9,700,000
Lee Manor Home for the Aged	Phased expansion and renovations to existing long term care facility including new resident rooms, nurse stations and service areas.	\$11,000,000
Oak Tree Manor	New 45,000 sf seniors' independent living complex, including amenities.	\$7,500,000

2.2 References

Harvest Bible Chapel

Mr. Collin Spithoff
 (905) 333-0902
cspithoff@ipcc.org

St. John's McNicoll Centre

Mr. Mark Wong
 (416) 499-7562
mwwong@sympatico.ca

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® 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:

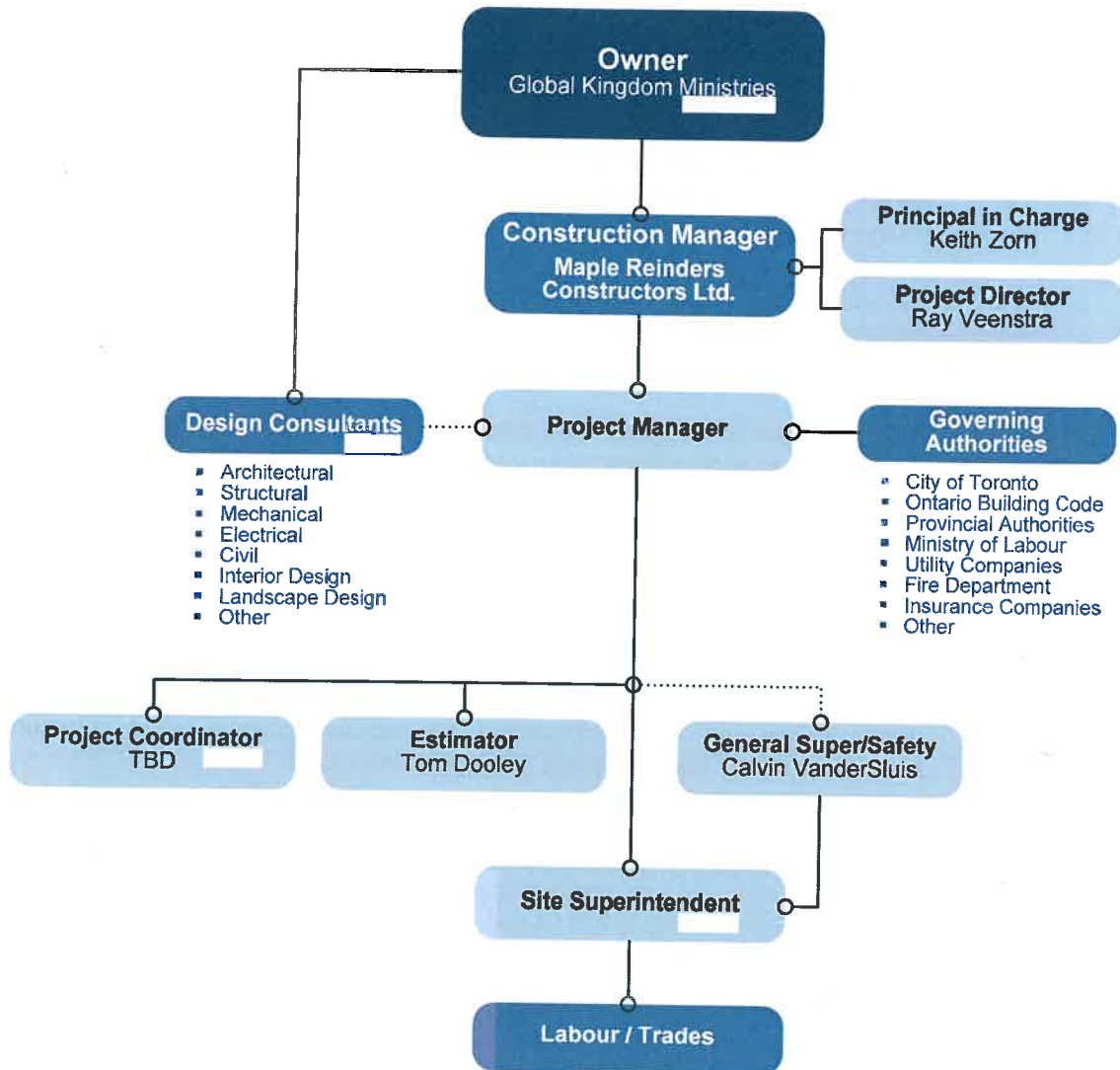
- Management/construction expertise and experience with projects of a similar nature;
- Experience in taking a "partnering" and "value" based approach to construction;
- Availability and the ability to address anticipated project requirements;
- A history of completing work on time and budget;
- Current 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 <i>30 years' experience</i>	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
<p>To be determined: Assistant Project Manager and Project Manager</p>	<p>Selection of Project Manager and Assistant Project Manager will be dependent on timing and scope of services for the Preconstruction and Construction Phases.</p>
<p>Tom Dooley, P. Eng. GSC Estimator <i>21 years' experience</i></p>	<p>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.</p>
<p>Calvin VanderSluis, GSC General Superintendent, Master Scheduler <i>27 years' experience</i></p>	<p>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.</p>
<p>To be determined Site Superintendent</p>	<p>Selection of Site Superintendent will be dependent on timing of the Construction Phase.</p>

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 (assumed duration of 12-14 months)		
Project kick-off meeting	In-person meeting with GKM representatives and Consultants to review proposed plans, design, schedule, approvals submission, and construction plan.	To suit
Class D, C, B and A estimates	Divisional Cost Analysis Report	Once per Estimate
Project Meetings	Project meeting with GKM's representative present. Review of: <ul style="list-style-type: none"> » 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: <ul style="list-style-type: none"> » 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
O&M Manual and Occupant Manual	Written report to be submitted to GKM	Once

Item	Method	Frequency
Shop and Record (As-Built) Drawings	DVD and hardcopy submitted to GKM	Once
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

Design

Quality always starts with design. The only way to guarantee and control quality is by first ensuring the final quality expectation is clearly understood early in the project. Our process during the Preconstruction Phase includes regular design coordination and review meetings. Maple Reinders' will lead meetings to facilitate the Project Team's active communication and ensure the design objectives and deadlines are met. Maple Reinders focus for the meetings includes:

- » GKM's vision / requirements / project goals
- » Code compliance
- » Coordination of scopes and conflict
- » Constructability Optimization
- » Material selection for best value. Selecting materials that have a proven record will help decrease future maintenance and replacement costs.
- » Schedule
- » Assist to determine GKM's long range strategies
- » Complete design, construction and budget evaluation related to project phasing

Continuous review of the drawings and specifications for constructability, material selection, and value analysis sets the quality control process off on the right foot. This collaborative approach promotes a culture of quality focus and always enhances the final design. Concurrent to the quality control process is scope review. The goals of the project need to be reflected in the project scope. The project scope is analysed at regular intervals throughout the design process to ensure goals are being met and 'scope creep' does not occur. Project scope and quality are combined with schedule and vetted and balanced through the value engineering process.

Preconstruction

Continuance of quality is assured by carefully qualifying and then finalizing the selection of the right Trade Subcontractors. Maple Reinders first reviews all subtrades and suppliers for their past quality performance and expertise. This ensures the right trades are selected to meet the specific project quality requirements. Every subtrade scope is thoroughly reviewed with the potential subtrades prior to subcontract award. This process fully communicates all performance requirements and quality expectations therein improving the overall quality of work throughout the construction stage of the project. Maple Reinders will provide details and backup on tendering results as part of the "open-book" tendering process proposed. The tender results will be the basis for establishing a Stipulated Price (Fixed price) or a Guaranteed Maximum Price (GMP) for the Construction Phase.

Construction Phase

Once construction commences, quality is maintained through continual vigilance by the project team. Quality workmanship is not just a factor of price and time, but rather our ability to manage the process correctly and methodically using our expertise in planning, scheduling, and communicating high expectations internally and to our team of subcontractors. Strict shop drawing review processes insures construction complies with quality standards.

Regular visits by the project consultants at appropriate stages to the site should be made to report on the quality of the work and conformance to the specifications and drawings. Field review reports will be submitted by the Project Manager.

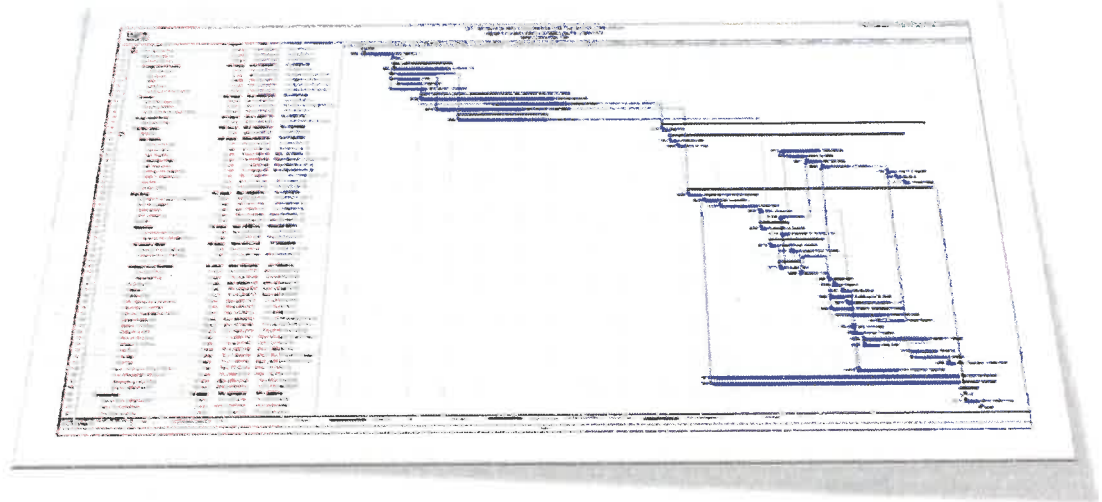
5.3.2 Commissioning/Start up Process

Maple Reinders can lead the commissioning process to assure and verify that the installation is functioning fully in accordance with GKM requirements, the contract documents and the design intent.

Commissioning / Start up activities will be integrated into the overall project schedule with sufficient detail to coordinate trades to ensure each system's completion prior to its scheduled start-up date and to highlight tests and inspections. This commissioning activity schedule will be managed through ongoing communication, regular commissioning meetings and through specific commissioning coordination sessions, if/as necessary.

5.4 Approach to Schedule Control

All project activities will be entered in an overall project schedule, using Microsoft Project® software. Maple Reinders will lead the team in meeting the scheduled commitments in two ways: firstly in the exacting preparation of a Project Schedule and secondly through rigorous management of the Project Schedule.



Preparation of a final Project Schedule is a multi-step process which considers numerous elements including:

- a) Design Development: Realistic mutually agreed upon goals set by the design team with durations that allow for client review; all monitored on a real time basis.
- b) Permitting: Consultation between MRC, GKM and governing authorities needs to start early and occur often. Process and timelines are confirmed and buy-in from all agencies is sought. MRC's role during the Preconstruction Phase is to assist the Project Team to:
 - » Determine regulatory agencies' level of involvement in the approvals process
 - » Determine applicable regulatory agency requirements
 - » Determine applicable agency approval requirements and permit applications
 - » Assist others in preparing and submitting applications for relevant regulatory bodies
- c) Tendering and Procurement: The entire tendering, procurement and shop drawing process is mapped out to allow for long lead, manufacturing and delivery issues to be planned for. The tendering will be "open-book" to GKM with Maple Reinders providing subtrade results and recommendations.

- d) Construction: All disciplines and divisions are represented on the schedule. Durations for individual tasks are planned with subcontractor input.

Rigorous management of the schedule occurs on ongoing basis and is key to proper organizing and project planning. The project schedule is an item on all project meeting agendas and any factors with either potential or real impacts to the schedule are reviewed and evaluated on how to best to minimize or eliminate schedule impact. Maple Reinders additionally meets with internal staff on a frequent basis to plan, organize and control all aspects of the project. Specific focus is trained on the critical path with real time reporting detailing Actual Start and Actual Finish of schedule items against schedule baseline.

During the Construction Phase a *4-Week Look Ahead Schedule* is developed by the Maple Reinders team. This schedule looks at the detailed planning of events over a 4-week period and is reviewed and updated on a weekly basis. The benefit of the detailed planning is evident in the effective tracking of issues and subsequent planning to meet all milestones by managing the issues. This schedule, along with the overall schedule, is presented at all meetings.

5.5 Approach to Budget Control

5.5.1 Cost Control Methodology

Maple Reinders utilizes *Timberline Office* software to support project administrative functions. This software allows us to bridge information gaps between accounting and project management; realizing the benefits of a company and project-wide total management system. Real-time processing provides instant access to updated projections, change order management and project costing. Full reporting allows the project manager instant access to numerous reports, that provide direct feedback for tracking and cost monitoring purposes.

During the Preconstruction Phase, the project costs will be monitored at key milestones with the completion of a Class D, C, B and A estimates. Outside of the estimates, Project Costs are monitored on an ongoing basis throughout the Preconstruction phase via regular design meetings as value engineering is completed. The cost of the project scope is analysed at regular intervals throughout the design process to ensure goals are being met and 'scope creep' and in turn 'cost creep' does not occur.

5.5.2 Cost Reporting

During the Preconstruction Phase Maple Reinders will complete the following:

Accounting/Budget:

- » Determine GKM'S accounting procedures and requirements
- » Implement MRC's Project Management and Accounting procedures and confirm the reporting and documentation requirements of GKM
- » Determine GKM's needs and constraints regarding overall project budget
broadscope budget areas may include hard costs, soft costs,
- » Determine cash flow requirements and projections for the duration of the master schedule
- » Maintain budget and provide GKM regular reports
- » Manage and monitor consultant costs

During the Construction Phase the three main financial reports proposed for the project are the Monthly Progress Claim, Monthly Forecasting Report and the third is the overall program Construction Cash Flow report

- » **Monthly Progress Claim:** The monthly progress claim will be prepared and issued by the last day of the month. The monthly progress claim will indicate the approved progress (work to date) of each subcontract on the project as well as the actual cost to date for general condition items and own forces work (if applicable). Progress claims would be reviewed and approved by GKM's payment certifier.
- » **Monthly Divisional Cost Reports:** Maple Reinders will prepare a Monthly Cost Report which will also include the "approved program budget" and will indicate cost variance between the approved and forecasted costs. The report will incorporate all approved change orders, pending change orders and issues that are awaiting resolution or finalization.
- » **Construction Program Cash Flow:** This report will be prepared at the conceptual phase of the project and will be updated monthly and indicate the variances to the original planned cash flow.

5.5.3 Reducing Subtrade Claims for Extra Costs

Tendering

In accordance with Maple Reinders' procurement strategy, sequence and content of the trade contractor packages is an essential component of the proposed process. The subtrades packages will comprise comprehensive scopes and instructions (Schedule B's). Maple Reinders can complete the following:

- » Advise on the packaging of bid documents for the subcontractors for the various systems and trades
- » Establish the type and scope of work represented by each bid package in relation

- to time required for performance, availability of labour and materials
- » Development of Schedule B's (see *Definitive Schedule B's* below)
- » Check bid packages, drawings and specifications to eliminate overlapping jurisdictions, or labour/material gaps, among the separate bidders
- » Solicit appropriate bidders (where policy allows, we recommend pre-qualification of trades)
- » Conduct pre-bid conferences among subcontractors and manufacturers of systems and sub-systems to be sure that all bidders understand the components of the bidding documents and the construction management process
- » Avoid single source or sole source scenarios
- » Complete a Bid Analysis Recommendation (B.A.R) for all bids received for each discipline and division of work ensuring that bids are complete.

Critical and long-lead items will be identified and will be communicated via Maple Reinders' bid package schedule which is directly linked and derived from our master critical path schedule and which will identify the critical early purchases for GKM.

Maple Reinders will establish a procedure with GKM for the submission, opening and review of trade contractor bids. This procedure may involve closing all bids to GKM's or MRC's office. We will be responsible for the review, analysis and recommendation for award of the trade contractors.

Maple Reinders considers it our absolute responsibility to procure, purchase, expedite and coordinate all materials and equipment required on the project.

Definitive Schedule B's

As part of the tendering and procurement process, MRC will develop a Schedule B for each respective discipline. The Schedule B incorporates the information provided on the design drawings, project specifications, field and site conditions into a written narrative which specifically calls out the scope of work, unusual project elements, timing and other requirements. This tool greatly aids in obtaining quality, complete bids and in turn the best subtrade and supplier selection. The Project Team develops a detailed Schedule B that integrates a comprehensive explanation of the works to be performed by the individual subcontractors and how their works relate to other works being performed. The Schedule B forms part of the sub-contract, including the schedule. The expectation that all sub-contractors complete their works diligently and successfully is monitored and reported on a continual basis.

6.0 Value Engineering

Value Engineering (VE) has its best chance for success in an integrated team setting; when the owner, design, construction, and other professional disciplines are aligned. From the Preconstruction stages, when the potential for value engineering is highest (and impact on cost and schedule is minimized), the owner meets with and provides input to the entire project team.

As the integrated team continues its work, multiple facets of value delivery are hypothesized, tested, and enacted continuously. Team members across different functional lines consider the project in a holistic sense. Every idea affects the work of another team member. Thus, instant feedback and a solution mentality are fostered. The focus of the Project Team is not on getting money out of a project, but on putting value into the project for the duration of the facility's useful life.

In addition to Value Engineering, Maple Reinders may conduct a final stand-alone drawing interference review workshop with the Project Team. This process will be conducted at the completion of design and prior to project tendering and is done to ensure that design elements will fit together properly and efficiently once construction commences. This decreases the risk of cost increases and negative schedule impacts during construction in having to resolve design problems.

7.0 Conclusion

The Maple Reinders team has assembled the resources, qualifications and experience best able to deliver optimum value for GKM. We look forward to the opportunity to deliver innovative, cost-effective solutions for this Project.

Key Differentiators	Benefit
Team Approach	Strong leadership and effective communicators; our integrated team approach ensures that cooperation, flexibility and trust are built among all project participants.
Experience	We have completed numerous seniors-related projects and over 100 institutional / residential projects - many under a Construction Management format with Preconstruction services.
Cost & Schedule Conscious	Rigorous and responsible management of costs and schedule through construction management expertise and proven systems.
Successful Track Record	History of satisfied customers and repeat clients.
Value Engineering	We are able to provide competitive pricing while maximizing value (Value Engineering), bringing best practices, design innovations and cost savings to the table.
Similar Values	Maple Reinders' Board of Directors and Senior Management conduct business operations based on Biblical principles. We are committed to approaching all aspects of each project with integrity.

8.0 Fee Proposal

Our fee proposal for Construction Management Services for the new facility for GKM is based on the terms and conditions of the CCDC 5B – Construction Management Contract

- » **The Company:** including all benefits of Maple Reinders' expertise, buying power, extensive sub-trade and supplier base, and proven track record.
- » **Head Office support:** including Senior Management, clerical staff, accounting, miscellaneous supplies, rent, telephone, fax, computers.
- » **Senior Management:** Mr. Harold Reinders, President
Mr. Keith Zorn, Division Manager

Conditions:

- » The Fees are based upon a Phase 1 preliminary construction budget of approximately \$30,000,000
- » The Fees to be paid on a monthly basis, as a percentage of *the Work* completed, through the duration of the project
- » HST is not included
- » All General Costs, site costs, project staff and equipment will be part of *the Work*, included in the construction budget, and are not part of the Construction Management Fee

8.1 Pre-Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Pre-Construction Phase includes the following:

- » Attend regular project meetings
- » Develop a construction phasing plan and a master construction schedule
- » Provide ongoing value engineering input
- » Input design ideas based on similar project experience
- » Review and confirm established project budgets already in place
- » Develop Class D,C and B estimates
- » Assist in document development
- » Identify and define tender packages
- » Review and comment on the construction documents prior to tender
- » Lead, direct and coordinate the consultant team and GKM to achieve design, schedule and costing requirements
- » Shop drawing review and pre ordering for long lead items (as required)
- » Project tendering and development of a Class A estimate
- » Based on an approximate duration of 12 – 14 months

8.2 Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Construction Phase includes the following:

- » Finalize the schedule
- » Chair regular project meetings
- » Oversee construction process from construction, commissioning and end of warranty period
- » Maintain Quality Control
- » Maintain project control and scheduling
- » Cost control and accounting complete with monthly Progress Certificates
- » Manage submittals, shop drawings
- » Expedite delivery of materials
- » Management of subcontractors and suppliers
- » Resolve issues that arise during the course of construction
- » Arrange site inspections with the consultants
- » Ensure that "as-built" drawings, operations and maintenance manuals are completed
- » Lead and direct project commissioning
- » Based on construction duration of approximately 18 months

CM Fee for the Preconstruction and Construction Phase – 3.50%

8.3 Guaranteed Maximum Price or Stipulated Price Contract

Upon sufficient advancement of the Preconstruction Phase and at the discretion of GKM, a Guaranteed Maximum Price (GMP) or Stipulated Price (SP) can be established as part of the provisions within the contract. The GMP and/or the SP would be based on the specifications, drawings and tendering completed up to that point. It is common for the working drawings to be complete and have Maple Reinders fully tender the project prior to executing either of the contract options available to GKM.

During the Preconstruction all project costs and tender results will be open book using reporting structures that will ensure that there is financial transparency to GKM.

8.4 General Costs

The costs indicated below are part of Maple Reinders' General Costs which are proposed for this project. General Costs are allocated on an as-required basis only: each project requires different personnel, at differing levels, as well as different site equipment and services.

Item	Rate
Office Personnel	
President of MRC	Included in Fee
Project Director	Included in Fee
Division Manager	Included in Fee
Project Manager	\$ 95 / hour
Assistant Project Manager	\$ 85 / hour
Chief Estimator	\$ 95 / hour
Estimator	\$ 85 / hour
Project Clerical	\$ 50 / hour
Site Personnel	
Site Superintendent	\$ 95 / hour
Assistant Superintendent	\$ 85 / hour
Skilled Labour	\$ 65 / hour
Carpenter	\$ 67 / hour
Foreman	\$ 70 / hour
Safety Officer	\$ 85 / hour
General Superintendent	Included in Fee

- » All prices quoted are exclusive of HST
- » All General Costs and site costs will be part of the cost of *the Work*, included in the construction budget, and not part of the Construction Management Fee.
- » General costs are invoiced monthly, based on hours accrued at stated hourly rates.
- » Any in-house equipment rentals to be billed at market rates.
- » Reimbursable Expenses including printing, reproduction, courier, travel, insurance shall be billed at cost plus the stated Construction Management Fee.
- » Site equipment to be billed at standard Maple Reinders rates as part of the Cost of Work.
- » Office travel to be billed at \$0.50/km. Toll route fees to be billed at cost plus CM fee.
- » Rates quoted apply to December 2015. Rates are reviewed and adjusted annually.
- » This Proposal shall remain open for acceptance for a period of thirty (30) calendar days from the Proposal closing date.

Appendix A

Project Profiles

Vintage Garden Senior Community Complex



Multi-Use Seniors Development

Maple Reinders was awarded the contract to construct a 14-storey life lease senior apartment building including underground parking for a Christian Chinese-Canadian group. The complex offers rental assisted living environment for frail seniors with 24-hour personal care and meals services, enabling seniors to continue living independently in the community.

The plans include one-bedroom, two-bedroom and penthouse suites, some with large terraces.

A ground floor amenities area offers residents a spacious 1,300 sf dining room with commercial kitchen, specializing in healthy, flavourful Chinese cuisine. The area also includes a medical clinic, multi-purpose recreation room, games room, exercise room, crafts room, karaoke room, and guest suite.

Maple Reinders' scope of work also includes construction of a church (Toronto Immanuel Church) on the site, which serves both residents and the community at large to provide inter-generational interaction.

A future phase will include a five-storey multi-purpose medical and community services complex, as well as a second residential tower.

FAST FACTS

CLIENT:
ST. JOHN McNICOLL CENTRE

SQUARE FOOTAGE:
230,577 SF

CONTRACT TYPE:
CONSTRUCTION
MANAGEMENT

ARCHITECT:
CXT ARCHITECTS

Maple Reinders 
Integrity in Building Excellence

Good Shepherd Women's Centre and Residential Apartments



Not-for-Profit Social Services Campus

Good Shepherd serves troubled youth, abused women and children, the dying, the mentally and physically challenged, the hungry and the homeless. Their ultimate goal is to support people through crisis and assist them in re-establishing healthy and productive lives in the community. For a number of years, Good Shepherd has worked toward development of Good Shepherd Square, a unique campus of residential and social service buildings on an urban infill site in downtown Hamilton, Ontario. When complete, the complex will consist of a Women's Services Centre and three apartment buildings.

In 2009, Good Shepherd awarded the contract for construction of the Women's Services Centre to Maple Reinders. This 50,000 square foot facility accommodates a variety of services geared to women and children, including temporary housing and counselling services.

Soon after starting construction of the Women's Services Centre, Maple Reinders was retained by Good Shepherd as Construction Manager for the two adjoining apartment buildings. Each apartment building consists of an underground parking garage, open areas on the first floor for ancillary services, and seven stories of residential living. Combined, the two apartment buildings will offer 175,000 square feet of residential and mix-use space. After tendering the project to subtrades and suppliers, the Construction Management contract was converted to a fixed price, with the project completing in the spring of 2012.

FAST FACTS

CLIENT:
GOOD SHEPHERD CENTRES

SQUARE FOOTAGE:
50,000 SF (WOMEN'S CTR)
175,000 SF (RESIDENCES)

CONTRACT TYPE:
CONSTRUCTION
MANAGEMENT

CONSULTANT:
THIER + CURRAN
ARCHITECTS

Maple Reinders

Integrity in Building Excellence

Casa Del Lago Condominiums



Two-Phase Residential Project

Osoyoos is situated on the Canada / US border in the Southern Okanagan Valley and is a beautiful resort and retirement town. Popular for its warm summer temperatures, mild winters, low rainfalls, and low average snowfall, Osoyoos has one of the most temperate climates in all of Canada. Osoyoos is Canada's only natural desert and receives approximately 2,000 hours of sunshine every year.

Maple Reinders was awarded the contract to construct condominiums in two phases for the Casa del Lago development in Osoyoos. Casa del Lago is a waterfront community offering townhomes and condos built on the shores of Osoyoos Lake, British Columbia.

The condominiums have been designed with a southwestern theme to capture the essence of Osoyoos' desert climate and take advantage of lake, mountain and orchard views. The complex incorporates features such as a reflecting pool, recreational amenities, beachfront access, clubhouse and fitness facility. The condominiums offer several unit choices with various finishes and available upgrades.

FAST FACTS

CLIENT:
COOPERATORS
DEVELOPMENT
CORPORATION LIMITED

CONTRACT TYPE:
STIPULATED PRICE

ARCHITECT:
HYWEL JONES ARCHITECTS

Maple Reinders 
Integrity in Building Excellence

Extendicare Long Term Care



New Long Term Care Facility

Maple Reinders was awarded the contract to construct a new 128-bed Long Term Care Facility in the town of Port Hope, Ontario.

The building is a two-storey wood frame construction building, with exterior finishes of brick veneer, pre-finished wood siding, and vinyl siding. The facility also incorporates a wood front entry porch, second floor balcony and courtyard trellis elements.

Residents live in four separate "home areas" of 32 beds each, making for more intimate living, lounging and eating spaces.

Extendicare residents also have the use of common rooms, an interfaith chapel, a "celebration" dining room, a beauty salon and a full conventional cooking central kitchen and central laundry.

FAST FACTS

CLIENT:
EXTENDICARE CORP.

SQUARE FOOTAGE:
70,000 SF

CONTRACT TYPE:
STIPULATED SUM

ARCHITECT:
MONTGOMERY SISAM
ARCHITECTS

Trinity Village Care Centre



New Long-Term Care Facility

This three-storey Long Term Care Facility is organized into an asymmetrical composition, with its four residential wings arranged in a "pinwheel" pattern around a landscaped courtyard, allowing for the preservation of mature trees on the site. The narrow floor plate also allows for cross ventilation.

The service and administration functions are housed on the ground floor of the northeast wing, perpendicular to the other residential wings. A link between the L-shaped wings contains all common areas such as living rooms, dining rooms, activity rooms, a spa and screened outdoor terraces. Features such as the living room fireplace, staff work area and central servery all provide touches of home.

Trinity Village Care Centre incorporates 90 single occupancy rooms and 30 double occupancy rooms (shared bathroom).

FAST FACTS

CLIENT:
TRINITY VILLAGE CARE
CENTRE

SQUARE FOOTAGE:
84,000 SF

CONTRACT TYPE:
STIPULATED SUM

CONSULTANT:
MONTGOMERY SISAM
ARCHITECTS

Maple 
Reinders
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

Lee Manor Home for the Aged



Long-Term Care Addition/Renovation

The County of Grey owns and operates Lee Manor, a 150-bed long term care facility in Owen Sound, Ontario. The age of the facility, along with new health care regulations, led the County to undertake a complete remodelling of Lee Manor.

The updated facility includes two new wings, an addition of two storeys above an existing single floor wing, and new service connections. New resident rooms, dining areas, nurse stations and service areas have been incorporated into the additions.

Upon completion of the additions, the entire existing facility was remodelled, including the enlargement of existing resident rooms, a new kitchen, program rooms, tub rooms and lounge areas.

The project required strict scheduling and phasing, as Lee Manor remained fully operational during all stages of construction. As Maple Reinders completed each phase, it was put into use by the owner, and newly vacated areas were, in turn, renovated.

FAST FACTS

CLIENT:
COUNTY OF GREY

SQUARE FOOTAGE:
31,000 SF (ADDITION)
60,000 SF (RENOVATION)

CONTRACT TYPE:
STIPULATED PRICE

ARCHITECT:
G.M. DIEMERT ARCHITECT

Maple Reinders 
Integrity in Building Excellence

Oak Tree Manor



Seniors Independent Living

Oak Tree Manor is a seniors facility that offers an independent lifestyle in a prestigious, but affordable, supportive living environment.

The facility is sited with panoramic views of Nanaimo's harbourfront, Protection and Gabriola Islands and the coastal mountain ranges.

Maple Reinders constructed the new facility, which offers sixty-six studio and one-bedroom suites with assorted floor plans varying in size from 374 to 574 square feet. Most suites offer scenic views of the waterfront. All suites are soundproofed and feature a kitchenette with refrigerator, wheelchair accessible bathroom with walk-in shower, gated underground vehicle and scooter parking, storage, security system, phone and cablevision outlets in living room and bedroom. Laundry facilities are located on each floor and a hair salon is offered on site. A comfortable multi-purpose lounge provides a venue for various activities such as movies and big-screen sporting events.

FAST FACTS

CLIENT:
NANAIMO SENIORS GROUP

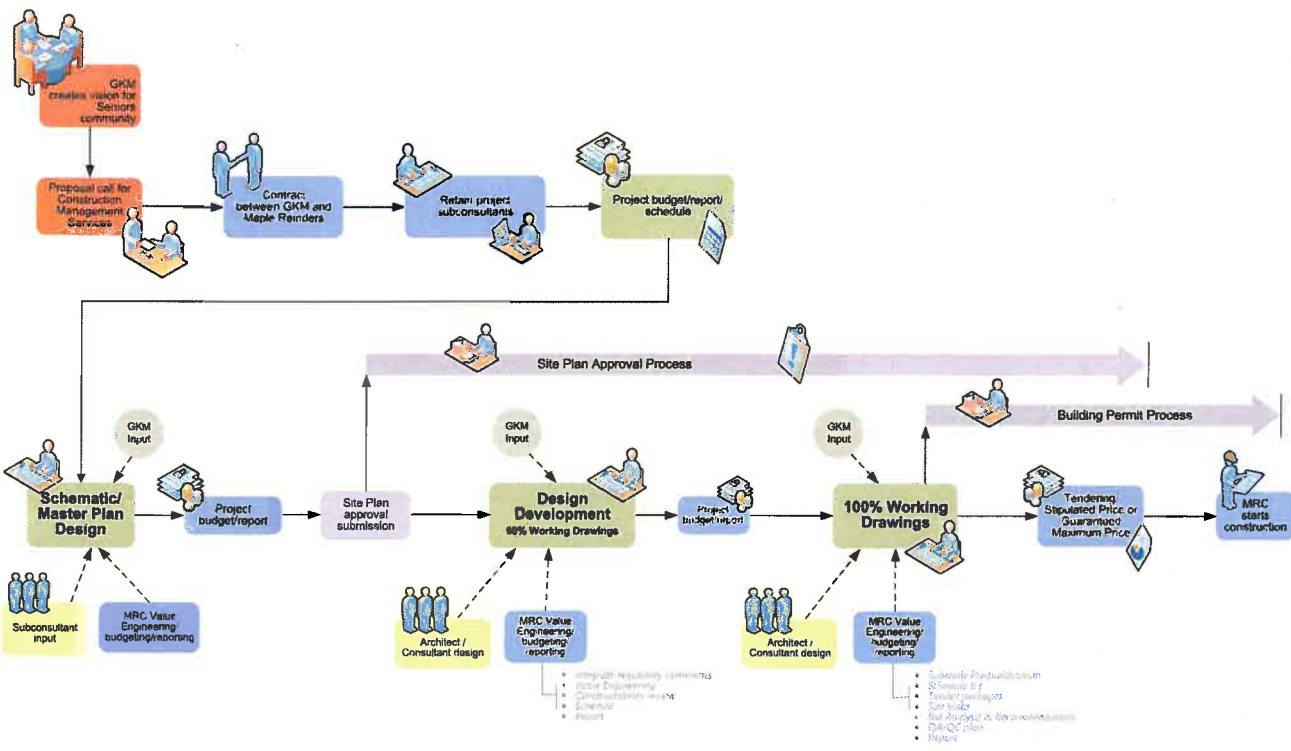
SQUARE FOOTAGE:
44,674 SF

CONTRACT TYPE:
STIPULATED PRICE

ARCHITECT:
ROBERT BOYLE ARCHITECTS

Maple 
Reinders
Integrity in Building Excellence

Appendix B
Preconstruction Process Chart



8.0 Fee Proposal

Our fee proposal for Construction Management Services for the new facility for GKM is based on the terms and conditions of the CCDC 5B – Construction Management Contract

- » **The Company:** including all benefits of Maple Reinders' expertise, buying power, extensive sub-trade and supplier base, and proven track record.
- » **Head Office support:** including Senior Management, clerical staff, accounting, miscellaneous supplies, rent, telephone, fax, computers.
- » **Senior Management:** Mr. Harold Reinders, President
Mr. Keith Zorn, Division Manager
Mr. Ray Veenstra, Project Director
Mr. Calvin Vandersluis, General Superintendent

Conditions:

- » The Fees are based upon a Phase 1 preliminary construction budget of approximately \$65,000,000.
- » The Fees to be paid on a monthly basis, as a percentage of *the Work* completed, through the duration of the project
- » HST is not included
- » All General Costs, site costs, project staff and equipment will be part of *the Work*, included in the construction budget, and are not part of the Construction Management Fee
- » **The revised Construction Management Fee for "Phase 1", including the elevated parking structure and first residential tower is 2.75%. The fee for "Phase 1" is based on an agreement between Global Kingdom Ministries and Maple Reinders that Maple Reinders will be retained as the Construction Manager for "Phase 2", the second residential tower, under a similar contractual arrangement (CCDC5b) as in Phase 1 with the exception that the Construction Management Fee will be 3.25%**

8.1 Pre-Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Pre-Construction Phase includes the following:

- » Attend regular project meetings
- » Develop a construction phasing plan and a master construction schedule
- » Provide ongoing value engineering input
- » Input design ideas based on similar project experience
- » Review and confirm established project budgets already in place
- » Develop Class D,C and B estimates
- » Assist in document development
- » Identify and define tender packages

- » Review and comment on the construction documents prior to tender
- » Lead, direct and coordinate the consultant team and GKM to achieve design, schedule and costing requirements
- » Shop drawing review and pre ordering for long lead items (as required)
- » Project tendering and development of a Class A estimate
- » Based on an approximate duration of 12 – 14 months

8.2 Construction Phase

The scope of services to be completed by Maple Reinders Constructors during the Construction Phase includes the following:

- » Finalize the schedule
- » Chair regular project meetings
- » Oversee construction process from construction, commissioning and end of warranty period
- » Maintain Quality Control
- » Maintain project control and scheduling
- » Cost control and accounting complete with monthly Progress Certificates
- » Manage submittals, shop drawings
- » Expedite delivery of materials
- » Management of subcontractors and suppliers
- » Resolve issues that arise during the course of construction
- » Arrange site inspections with the consultants
- » Ensure that "as-built" drawings, operations and maintenance manuals are completed
- » Lead and direct project commissioning
- » Based on construction duration of approximately 28 months

**"Phase 1" – Elevated Parking Structure and 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	Included in Fee
Project Director	Included in Fee
Division Manager	Included in Fee
Project Manager	\$ 95 / hour
Assistant Project Manager	\$ 85 / hour
Chief Estimator	\$ 95 / hour
Estimator	\$ 85 / hour
Project Clerical	\$ 50 / hour
Site Personnel	
Site Superintendent	\$ 95 / hour
Assistant Superintendent	\$ 85 / hour
Skilled Labour	\$ 65 / hour
Carpenter	\$ 67 / hour
Foreman	\$ 70 / hour
Safety Officer	\$ 85 / hour
General Superintendent	Included in Fee

- » All prices quoted are exclusive of HST
- » All General Costs and site costs will be part of the cost of *the Work*, included in the construction budget, and not part of the Construction Management Fee.
- » General costs are invoiced monthly, based on hours accrued at stated hourly rates.
- » Any in-house equipment rentals to be billed at market rates.
- » Reimbursable Expenses including printing, reproduction, courier, travel, insurance shall be billed at cost plus the stated Construction Management Fee.
- » Site equipment to be billed at standard Maple Reinders rates as part of the Cost of Work.
- » Office travel to be billed at \$0.50/km. Toll route fees to be billed at cost plus CM fee.
- » Rates quoted apply to December 2015. Rates are reviewed and adjusted annually.
- » This Proposal shall remain open for acceptance for a period of thirty (30) calendar days from the Proposal closing date.

May 19, 2015

SC 1 Add New GC 3.1.3

3.1.3 In performing its obligations under the Contract, the Construction Manager shall exercise a standard of care that would normally be provided by an experienced Construction Manager supplying similar services for similar projects.

SC 2 Delete GC 3.5.1.2 and replace with new GC 3.5.1.2

3.5.1.2 monitor the progress of the Work relative to the construction schedule and update the construction schedule and critical path schedule at a minimum frequency of every two weeks using MS Project or similar software.

SC 3 Delete GC 3.2.2.2

SC 4 Add New GC 3.2.3.4

3.2.3.4 assume overall responsibility of the Owner's own forces or other contractors only with respect to compliance with the applicable health and construction safety legislation at the Place of Work subject to the Owner, the Construction Manager and Owner's own forces or other contractors entering into an agreement acknowledging the Construction Manager's responsibility and authority with respect to the applicable health and construction safety legislation.

SC5 Add New GC 7.1.8 and 7.1.9

7.1.8 If the Owner is not able to:

7.1.8.1 obtain all required permits and approvals from bodies having jurisdiction to issue such approvals and permits, and which are required in order for the Project to proceed, or

7.1.8.2 obtain approval for the Project from the Owner's Board or other governing body which is required by the Owner's By-Laws or similar requirements to approved the Project

Then the Owner may terminate the Agreement prior to the start of the Construction Phase by providing Notice in Writing to the Construction Manager that the Owner is terminating the Agreement in accordance with 7.1.8.1 or 7.1.8.2. Such Notice in Writing shall include copies of any letters, notices or other similar documentation which substantiates that the approvals or permits required under 7.1.8.1 and/or 7.1.8.2 were not obtained.

7.1.9 If the Owner terminates the Agreement under the conditions set out in 7.1.8 the Construction Manager shall be entitled to be paid for all work performed including for loss sustained upon Products and Construction Equipment, and any other amounts payable to the Construction Manager pursuant to this Agreement, up to and including the date of termination.

May 19, 2015

SC 6 Add New Part 13 – Liens

GC 13.1 The Construction Manager will advise the Owner of any disputes or disagreements with a Subcontractor or Supplier which in the Construction Manager's judgement, acting reasonably, may result in the filing of a lien against title to the Project.

GC 13.2 Subject to GC 13.2.1, if a Subcontractor to the Construction Manager registers a claim for lien, then all costs associated with vacating or discharging the claim for lien, including the costs of posting security, settling the lien claim, and paying the lien claimant, are Reimbursable Expenses as per Schedule A2, Item 5. These costs include, but are not limited to, all legal fees of the Construction Manager and any payments, including legal fees, made to the lien claimant.

13.2.1 If a Subcontractor, which term includes anyone working on the Project for whom the Subcontractor is responsible, to the Construction Manager registers a claim for lien, then all costs associated with vacating and discharging the lien, settling the lien, and paying the lien claim, including all legal fees and payments made to the lien claimant, are the responsibility of the Construction Manager, if:

- a) the claim for lien arises out work that the Subcontractor has performed, which work is a part of the Work;
- b) the Owner has approved the Work that includes the Subcontractor's work; and
- c) the Owner has paid the Construction Manager the amounts owing to the Construction Manager associated with the Work according to the applicable provisions of Part 5 – Payment of this Agreement.

13.2.2 For greater certainty, GC 13.2, rather than GC 13.2.1, applies if a Subcontractor register a claim for lien arising out of or relating to a dispute between the Owner and the Construction Manager or a dispute between the Construction Manager and a Subcontractor relating to the value of work completed, the amount of work certified, claims for delay, or other similar disagreements.

SC 7 Add new GC 3.8.3

3.8.3 Title to Products shall transfer to the Owner the earliest of: (i) the date the Owner pays for the Products or a portion thereof; and (iii) the date the Products are incorporated into the Work. Notwithstanding the transfer of title from the Contractor to the Owner, the Contractor shall retain the risk of loss until Substantial Performance of the Work.

This is Exhibit "P" 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 Faheim

A027328446B742A

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 contract may be terminated by either party at any time under the following provisions:

- **By Trinity Ravine Community (TRC):**

- 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 Kaldeen

Date: Oct 05, 2020

Global Kingdom Ministries Inc.

(Trinity Ravine Community Inc.)



SignNow e-signature ID: 17c49c84...
Donna Lodge

Date: Oct 09, 2020



SignNow e-signature ID: 1824063287...
Ruby Dean

Date: Oct 09, 2020

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: KJK Ventures - Compensation Structure - Final_October2020
Document created: 10/05/2020 17:14:49
Document pages: 3
Document ID: 21ff848828614f569b157a62454f5a39584ed165
Document Sent:
Document Status:
Sender: mr.jdanderson@gmail.com
Signers:
CC: secretary@gkmleader.ca

Client	Event	By	Server Time	Client Time	IP Address
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SignNow Web Application	Added a Text	kernkalideen@gmail.com	10/05/2020 17:58:00 pm UTC	10/05/2020 17:57:59 pm UTC	72.136.103.20
SignNow Web Application	Document Saved	kernkalideen@gmail.com	10/05/2020 17:58:00 pm UTC	10/05/2020 17:57:59 pm UTC	72.136.103.20
iPhone Application v2	Document Downloaded	mr.jdanderson@gmail.com	10/05/2020 17:58:18 pm UTC		64.137.139.156
SignNow Web Application	Viewed the Document	sgtdean@gmail.com	10/05/2020 19:03:02 pm UTC	10/05/2020 18:58:49 pm UTC	99.227.29.82
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Sender: mr.jdanderson@gmail.com
Signers: donnalodu@gmail.com, sgtdean@gmail.com
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Client	Event	By	Server Time	Client Time	IP Address
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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 Architect to 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

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:

Monica Faheim

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



Ontario Association of Architects

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

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** List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Structural Engineer Mechanical Engineer Electrical Engineer Municipal (site) 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 services 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	(0.00 %)
Design development phase	(15.00 %)
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 18.00 % per annum, commencing 30 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.

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.	X	F1	
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	X	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> .	X	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.	X	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: <ul style="list-style-type: none"> • Site Plan • Spatial Relationship diagrams • Floor Plans • Elevations • Building Sections • Outline Specifications 	X	F1	
.7	Estimate of Construction Cost - 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.	X	F1	
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	X	F1	
DESIGN DEVELOPMENT PHASE				
.9	Design Development Documents - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization or adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawing and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: <ul style="list-style-type: none"> • Site Plan • Floor Plans • Elevations • Building Sections • <i>Project</i> brief detailing area calculations, building systems and outline specifications 	X	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.	X	F2	
.11	Update Estimate of Construction Cost - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .			CM
.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				
.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	ITEM	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 <i>Estimate of Construction Cost</i> .			CM
.17	Submit Construction Documents - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> 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.	X	F2	
BIDDING/NEGOTIATION PHASE				
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction 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.	X	F2	CM
CONSTRUCTION PHASE				
.20	General Review - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	X	F2	
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	X	F2	
.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's</i> bond and insurance advisors to review.	X	F2	
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .	X	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.	X	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.	X	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's</i> approval and signature in accordance with the construction contract documents.	X	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> .	X	F2	
	.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.	X	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.	X	F2	
	.35 Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , 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 <i>Work</i> 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's</i> needs and prepare a written Program of Requirements as described in GC4.1.	X	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.	X	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.	X	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 <i>Estimates of Construction Costs</i> .			CM
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			CM
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .	X	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.			OWNER
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> 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.	X	F3	
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.	X	F3	
.14	Marketing - Prepare promotional presentations or special marketing materials.	X	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> .	X	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:			
.1	Zoning or Land Use Amendment:			OWNER
.2	Committee of Adjustment or variance from by-laws:	X	F3	
.3	Site Plan Approval:	X	F2	
.4	Other Approvals: (list and describe)			
	BUILDING PERMIT	X	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's</i> decision.			BY CM
.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.			BY CM
.22	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	X	F3	
CONSTRUCTION PHASE				
.23	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.	X	F3	

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.			BY CM
.25	Multiple Phases - Provide services in connection with multiple phased occupancies.	X	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> .			BY CLIENT
.27	Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	X	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> .	X	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 resistivity 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*.

GC13 OTHER TERMS OF CONTRACT:

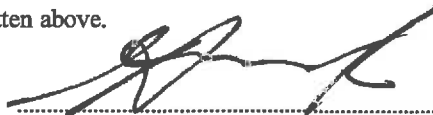
The *Client* and the *Architect* agree as set forth in the following other terms:

[Empty rectangular box for other terms of contract]

This contract is entered into as of the day and year first written above.

.....
CLIENT *(Signature)*

.....
(Printed name and title)



.....
ARCHITECT *(Signature)*

.....
GLENN REINDERS, PRINCIPAL

.....
(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

DocuSigned by:
Monica Faheim
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 Kaliddeen
Name:

SCHEDULE A

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, 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

DocuSigned by:

Monica Faheim

A027328146B742A

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

Name: Tom Lodu
(Please Print)

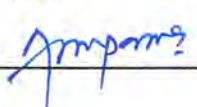
Signature: 
F1D884686EAF4ED...

Title: Operations

Date: 9/20/2019

KMBS Representative

Name: ANU SHARMA
(Please Print)

Signature: 

Date: SEPT 19, 2019

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____



KONICA MINOLTA

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 INFORMATION

FULL LEGAL NAME GLOBAL KINGDOM MINISTRIES INC.			STREET ADDRESS 1250 MARKHAM ROAD TRINITY RAVINE TOWER	
CITY SCARBOROUGH	PROVINCE ON	POSTAL M1H 2Y9	PHONE 647 876 5433	FAX 416 439 5422
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	PROVINCE	POSTAL	E-MAIL TOMLODU@TRINITYRAVINE.COM	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch



MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable)

- 1 - BIZHUB C300I COPIER/PRINTER
- 1 - DF-714 DUAL SCAN DOCUMENT FEEDER
- 1 - PC-416 PAPER FEED CABINET
- 1 - FS-533 FINISHER (50-SHEET INNER STAPLE FINISHER)

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount <small>(plus applicable taxes)</small>	Advance Payment <small>(plus applicable taxes)</small>
66	22	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	\$ <u>459.00</u>	\$ _____

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.
1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew this Lease in accordance with Section 8 (on reverse). 3. Return all Equipment in accordance with Section 8 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Business Solutions (Canada) Ltd.			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

GLOBAL KINGDOM MINISTRIES INC.	<input checked="" type="checkbox"/> DocuSigned by:	9/20/2019
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER F1D884686EAF4ED...	DATED
TOM LODU	CHIEF OPERATIONS OFFICER	
PRINT NAME	TITLE	

CONTINUING GUARANTEE

As additional inducement for us to enter into this Lease, the undersigned Customer ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Lease and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payments and obligations under this Lease. We do not have to notify you if the customer is in default under this Lease. If the customer defaults, you will immediately pay in accordance with the default provision of this Lease all sums due under the terms of this Lease and will perform all the obligations of the Lease. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in Section 19 (on reverse) and agree to pay all costs, including legal fees and disbursements incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you, the Customer, before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

	<input checked="" type="checkbox"/>	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

See reverse side for additional terms and conditions



KONICA MINOLTA

Schedule "A"

APPLICATION NO.
684412

AGREEMENT NO.

SCHEDULE NO.

This Schedule "A" is to be attached to and become part of the item Description for the Agreement dated _____ by and between the undersigned and Konica Minolta Business Solutions (Canada) Ltd.

MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable) *Serial Number* *Start Meter Read(s)*

- 1 - PK-519 PUNCH KIT (2/3 HOLE - FOR FS-533)
- 1 - ESP DIAGNOSTIC POWER FILTER 120V/15A
- 1 - FK-514 FAX KIT (1ST/2ND LINES)

LESSOR ACCEPTANCE

Konica Minolta Business Solutions (Canada) Ltd.

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

GLOBAL KINGDOM MINISTRIES INC.

FULL LEGAL NAME OF CUSTOMER

AUTHORIZED SIGNER

F1D884686EAF4ED...

DocuSigned by:

9/20/2019

DATED

TOM LODU

PRINT NAME

CHIEF OPERATIONS OFFICER

TITLE

1. **LEASE:** Customer has leased the Equipment for the purpose of leasing it from Lessor on these terms and conditions. Lessor hereby leases to Customer, and Customer hereby leases from Lessor, the equipment described on the first page of this Lease ("Equipment"), parts, accessories, replacements, additions and accessories, 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 scheduled Payment (defined below) until the end of the Term. The Customer confirms that it has received the Equipment in satisfactory 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 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 might have, whether 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 Lease is not paid when due, Customer also agrees to pay Lessor a late fee of ten dollars (\$10.00) for each month or partial month during which such amount is unpaid, plus interest at the rate of twenty-nine percent (29%) per annum, calculated and compounded monthly, and payable on demand. Customer also agrees to pay Lessor a returned cheque 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 Lease) is non-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 whatsoever, 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) 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 for 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, 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. 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 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 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 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 Lessor.
7. **NET LEASE:** All costs 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. 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 behalf and shall be entitled to immediate reimbursement 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, levies, 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.
8. **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 tear accepted, Customer will immediately reimburse 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, with clear title to the Equipment in Lessor, or (c) promptly pay to Lessor an amount equal 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 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 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 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 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 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 it and effective against its 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 (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 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 act 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, 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 sublet the Equipment subject to this Lease, then such sublease shall be in a form acceptable to Lessor.
12. **INDEMNITY:** Customer hereby 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 of 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 disabling 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 bankruptcy, 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 its creditors; or (g) any proceeding in bankruptcy, 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 then 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 or disable the Equipment and may enter any premises 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 in equity or by statute or otherwise. Lessor's remedies shall be cumulative and not exclusive or alternative. Customer shall pay Lessor all costs of collection or arising from a Default or the enforcement of all Lessor's 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 its 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 is a purchase money security interest. Terms which 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, 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 atom to the non-exclusive jurisdiction of the courts of the Province of Ontario. 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 hereunder. Notwithstanding anything in this Lease to the contrary, the contract evidenced hereby 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 (Saskatchewan) 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 charge 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, illegal or unenforceable, it shall not affect the validity, legality 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 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 claim 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 extent as an originally executed version of this Lease. Lessor's printed copy or reproduction of this Lease may be 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 law relating to whether certain agreements must be in writing or signed by the party to be bound thereby, or under any laws of evidence, including the hearsay rule or the best evidence rule, including on the basis that such printed copies were not originated or maintained in documentary form.

Initials:

KMBS0100 - CN 12/06/18



Maintenance Agreement

Customer Information

Sold to Acct #: <u>0001326943</u>	Payer/Bill to Acct #: _____	Ship to Acct #: _____
Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>	Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>	Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>
Attn/Dept: <u>TOM LODU</u>	Attn/Dept: <u>TOM LODU</u>	Attn/Dept: <u>TOM LODU</u>
Ste/Rm: <u>TRINITY RAVINE TOWER</u>	Ste/Rm: <u>TRINITY RAVINE TOWER</u>	Ste/Rm: _____
Address: <u>1250 MARKHAM ROAD</u>	Address: <u>1250 MARKHAM ROAD</u>	Address: <u>1250 MARKHAM ROAD</u>
City: <u>SCARBOROUGH</u>	City: <u>SCARBOROUGH</u>	City: <u>SCARBOROUGH</u>
Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>	Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>	Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tax Exemption Number: _____	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number: _____	PO Expiration Date: _____
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact: _____	PO must be attached when applicable.
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____	Email: _____ Ph: _____

Coverage / Billing Options

Coverage Options:	MFP	Wide Format
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> Staples Included <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
	* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.	
Billing Options:	MFP	Wide Format
Initial Term in Months:	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input checked="" type="checkbox"/> Other <u>66</u>	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____
Flat Rate Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Meter Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Aggregate Volume:	<input type="checkbox"/> B/W <input type="checkbox"/> Color	
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	

Internal Use

Maintenance Pricing

MA #:

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB C300I COPIER/P RINTER		Colour			0.05000			
			B/W			0.00950			
2			Colour						
			B/W						
3			Colour						
			B/W						

Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Colour						
			B/W						

Additional Equipment on Schedule C

Comments

11 X 17 1 CLICK
CPC COMMENTS -
SERVICE RATE FIXED FOR THE TERM OF THE LEASE

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	Sales Rep Number: <u>C900040</u>	Sales Rep Name: <u>ANU SHARMA</u>	Sales Rep Email Address: <u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>	Sales District: <u>84105</u>	Processed: <input type="checkbox"/> Branch <input type="checkbox"/> Windsor
Order Taking:	<u>C900040</u>	<u>ANU SHARMA</u>	<u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>		
Servicing:	<u>C900040</u>	<u>ANU SHARMA</u>	<u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>		



MyKMBS.com Access Request Form

Customer Name: GLOBAL KINGDOM MINISTRIES INC.

Business Class: Corporate Acct Commercial Graphics Branch

New or Existing Customer: New Existing

SAP Account #: 0001326943/0001326943
Required if existing

Serial Number(s):	1 _____	4 _____	7 _____
<small>(Include at least one)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input checked="" type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: <u>TOM</u> <small>Required</small> Last Name: <u>LODU</u> <small>Required</small></p> <p>Email: <u>TOMLODU@TRINITYRAVINE.COM</u> <small>Required</small></p>
	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ <small>Required</small> Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ <small>Required</small> Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
<p>* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports. ** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card. Have customer alert his/her IT Department to accept the following email addresses: meterreads@bt.konicaminolta.ca activation@bt.konicaminolta.ca extranet@bt.konicaminolta.ca</p>	
KMBS	<p>Representative: _____ Territory Code: _____ Sales Manager: _____ Territory Code: _____</p> <p>Corporate Acct Mgr: _____ <small>If Applicable</small> Territory Code: _____ Branch Name: _____ Branch Number: _____</p> <p style="text-align: center; font-size: small;">For Corporate, Commercial, Graphics, and GEM accounts, email completed form to mykmbs.nad@bt.konicaminolta.ca</p>
	<p>COMMENTS</p>

Rep Name:

Anu Sharma

Rep Email:

anu.sharma@bt.konicaminolta.ca

Branch:

Mississauga

CRM Opportunity ID:
(In CRM)

11429091

Digital Needs Analysis

Client Info

Account Type: **Enterprise**

Company: **Global Kingdom Ministries Inc.**

Decision Maker: **Tom Lodu**

Tel: **(416) 438-1601** Ext: **225**

Email: **tom@globalkingdom.ca**

Deployment

bizhub Secure <input checked="" type="checkbox"/>		Model Agreement (N/A added manually)	
bizhub - Accurio	Purchase	Controller	Power Requirements
C308	New	Emperon	15A/120V
C554e	Refurbished	Emperon	15A/120V

IT Info

Onsite: Offsite: None:

IT Contact: **Tom Lodu**

Tel: **(416) 438-1601** **225**

Email: **tom@globalkingdom.ca**

Network info provided at install

DHCP: Static: IPv6:

IP Address

@ install

@ install

Subnet Mask @ install

Default Gateway @ install

Primary DNS @ install

Secondary DNS @ install

Driver Install (Only 5 workstation per deployment,
if additional drivers need to be installed please
speak with your Sales Rep)
If yes, please indicate OS below

@ install @ install @ install

@ install @ install @ install

Solutions

A formal Scope of Work (SOW) document, if required, will be crafted and provided to the client for approval by the local Business Solution Consultant.

Solutions	Applications	Options
None	None	None
None	None	None
None	None	None
None	None	None

Scan Options

Scan Options will be provided at install

Comments

Please identify any existing s/w that needs to be enabled/integrated with the new device, or any other.

Network info will be provided at install, Existing Customer Please install print / copy/scan & Fax

Signature

Power Requirement Acknowledgement Accept Decline

Terms & Conditions Accept

Tom Lodu
Decision Maker

DocuSigned by:

Signature

Sep/18/2019
Date



Electronic 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

Name: Tom Lodu
(Please Print)

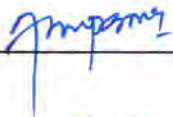
Signature: 
F1D884686EAF4ED...

Title: Operations

Date: 9/20/2019

KMBS Representative

Name: ANU SHARMA
(Please Print)

Signature: 

Date: SEPT 19, 2019

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____



KONICA MINOLTA

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 INFORMATION

FULL LEGAL NAME GLOBAL KINGDOM MINISTRIES INC.			STREET ADDRESS 1250 MARKHAM ROAD	
CITY SCARBOROUGH	PROVINCE ON	POSTAL M1H 2Y9	PHONE 416 438 1601	FAX 416 438 0047
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	PROVINCE	POSTAL	E-MAIL TLODU@GLOBALKINGDOM.CA	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch



MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable)

- 1 - ACCURIOPRESS C3070
- 1 - DF-706 DOCUMENT FEEDER
- 1 - PF-707M PAPER FEED UNIT
- 1 - CR-101 CREASER UNIT

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount <small>(plus applicable taxes)</small>	Advance Payment <small>(plus applicable taxes)</small>
66	22	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	\$ 5,773.33	\$ _____

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.
1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew this Lease in accordance with Section 8 (on reverse). 3. Return all Equipment in accordance with Section 8 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Business Solutions (Canada) Ltd.			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

GLOBAL KINGDOM MINISTRIES INC.	<input checked="" type="checkbox"/> DocuSigned by:	9/20/2019
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER FID884686EAF4ED...	DATED
TOM LODU	CHIEF OPERATIONS OFFICER	
PRINT NAME	TITLE	

CONTINUING GUARANTEE

As additional inducement for us to enter into this Lease, the undersigned Customer ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Lease and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payments and obligations under this Lease. We do not have to notify you if the customer is in default under this Lease. If the customer defaults, you will immediately pay in accordance with the default provision of this Lease all sums due under the terms of this Lease and will perform all the obligations of the Lease. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in Section 19 (on reverse) and agree to pay all costs, including legal fees and disbursements incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you, the Customer, before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

	<input checked="" type="checkbox"/>	
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

See reverse side for additional terms and conditions



KONICA MINOLTA

Schedule "A"

APPLICATION NO. 682881	AGREEMENT NO.	SCHEDULE NO.
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This Schedule "A" is to be attached to and become part of the item Description for the Agreement dated _____ by and between the undersigned and Konica Minolta Business Solutions (Canada) Ltd.

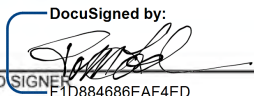
MAKE / MODEL NO. / ACCESSORIES (including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)
---	---------------	---------------------

- 1 - FD-504 SQUARE FOLDING UNIT
- 1 - FS-532 100 SHEET STAPLE FINISHER
- 1 - RU-518 RELAY UNIT?
- 1 - SD-513 SADDLE STITCHER
- 1 - SD-513/F SADDLE STITCHER FRONT
- 1 - TU-503 TRIMMER UNIT
- 1 - EFI FIERY IMPOSE-COMPOSE S/W LICENSE
- 1 - ES-2000 SPECTROPHOTOMETER
- 1 - IC-417 EFI EMBEDDED IMAGE CONTROLLER
- 1 - VIDEO INTERFACE KIT VI-509 (REQUIRED W/ EFI)
- 1 - ESP DIAGNOSTIC POWER FILTER 120V/15A
- 1 - ESP POWER FILTER 240V/30A
- 1 - LR5402C PATLITE STATUS LIGHT KIT
- 1 - BIZHUB C554E
- 1 - PC-410 LARGE CAPACITY CASSETTE (2,500 SHEETS/LETTER SIZE ONLY)
- 1 - FS-534 FINISHER (50-SHEET FLOOR STAPLE FINISHER)
- 1 - PK-520 2/3 HOLE PUNCH UNIT (FS-534 OR FS-536)
- 1 - RU-513 RELAY UNIT (RELAY UNIT REQUIRED FOR THE FS-534)
- 1 - ESP DIAGNOSTIC POWER FILTER 120V/20A

LESSOR ACCEPTANCE

Konica Minolta Business Solutions (Canada) Ltd.			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

GLOBAL KINGDOM MINISTRIES INC.	 <small>DocuSigned by:</small> <small>F1D884686EAF4ED...</small>	9/20/2019
FULL LEGAL NAME OF CUSTOMER	AUTHORIZED SIGNER	DATED
TOM LODU	CHIEF OPERATIONS OFFICER	
PRINT NAME	TITLE	

1. **LEASE:** Customer has chosen the Equipment for the purpose of leasing it from Lessor on these terms and conditions. Lessor hereby leases to Customer, and Customer hereby leases from Lessor, the equipment described on the first page of this Lease ("Equipment") with all parts, accessories, replacements, additions and accessories, 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 scheduled Payment (defined below) until the end of the Term. The Customer confirms that it has received the Equipment in satisfactory 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 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 might have, whether 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 Lease is not paid when due, Customer also agrees to pay Lessor a late fee of ten dollars (\$10.00) for each month or partial month during which such amount is unpaid, plus interest at the rate of twenty-nine percent (29%) per annum, calculated and compounded monthly, and payable on demand. Customer also agrees to pay Lessor a returned cheque 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 Lease) is non-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 whatsoever, 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) 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, 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. 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 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 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 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 Lessor.
7. **NET LEASE:** All costs 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. 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 behalf and shall be entitled to immediate reimbursement 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, levies, 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.
8. **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 tear accepted, Customer will immediately reimburse 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, with clear title to the Equipment in Lessor, or (c) promptly pay to Lessor an amount equal 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 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 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 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 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 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 it and effective against its 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 (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 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, 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 sublet the Equipment subject to this Lease, then such sublease shall be in a form acceptable to Lessor.
12. **INDEMNITY:** Customer hereby 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 of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling 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 bankruptcy, 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 its creditors; or (g) any proceeding in bankruptcy, 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 then 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 or disable the Equipment and may enter any premises 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 statute or otherwise. Lessor's remedies shall be cumulative and not exclusive or alternative. Customer shall pay Lessor all costs of collection or arising from a Default or the enforcement of all Lessor's 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 its 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 is a purchase money security interest. Terms which 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, 8, 12, 14, 16, 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 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 hereunder. Notwithstanding anything in this Lease to the contrary, the contract evidenced hereby 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 (Saskatchewan) 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 hereunder. To the extent possible, Customer waives the right to receive any financing statement, financing charge 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, illegal or unenforceable, it shall not affect the validity, legality 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 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 claim 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 extent as an originally executed version of this Lease. Lessor's printed copy or reproduction of this Lease may be 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 law relating to whether certain agreements must be in writing or signed by the party to be bound thereby, or under any laws of evidence, including the hearsay rule or the best evidence rule, including on the basis that such printed copies were not originated or maintained in documentary form.

Initials:

KMBS0100 – CN 12/06/18



Maintenance Agreement

Customer Information

Sold to Acct #: <u>0001326943</u>	Payer/Bill to Acct #:	Ship to Acct #:
Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>	Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>	Name: <u>GLOBAL KINGDOM MINISTRIES INC.</u>
Attn/Dept:	Attn/Dept:	Attn/Dept: <u>TOM LODU</u>
Ste/Rm:	Ste/Rm:	Ste/Rm:
Address: <u>1250 MARKHAM ROAD</u>	Address: <u>1250 MARKHAM ROAD</u>	Address: <u>1250 MARKHAM ROAD</u>
City: <u>SCARBOROUGH</u>	City: <u>SCARBOROUGH</u>	City: <u>SCARBOROUGH</u>
Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>	Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>	Province: <u>ON</u> Postal Code: <u>M1H 2Y9</u>
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tax Exemption Number:	Tax Exemption Certificate must be attached when applicable.
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:	PO Expiration Date:
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact:	PO must be attached when applicable.
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name:	Email:
		Ph:

Coverage / Billing Options

Coverage Options:	MFP	Wide Format
Select Options:	<input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> Staples Included <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support*	<input type="checkbox"/> Toner (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support*
	* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.	
Billing Options:	MFP	Wide Format
Initial Term in Months:	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input checked="" type="checkbox"/> Other <u>66</u>	<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____
Flat Rate Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Meter Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input type="checkbox"/> Monthly
Aggregate Volume:	<input type="checkbox"/> B/W <input type="checkbox"/> Color	
Effective Date:	<input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	

Internal Use

Maintenance Pricing

MA #:

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	ACCURIOPRESS C3070		Colour			0.05000			
			B/W			0.00950			
2	BIZHUB C554E	A5AY011009257	Colour			0.05000	14,866		
			B/W			0.00950	60,137		
3			Colour						
			B/W						

Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Colour						
			B/W						

Additional Equipment on Schedule C

Comments

11 X 17 1 CLICK

CPC COMMENTS -

Continued - See Additional Comments Page 1

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	Sales Rep Number: <u>C900040</u>	Sales Rep Name: <u>ANU SHARMA</u>	Sales Rep Email Address: <u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>	Sales District: <u>84105</u>	Processed: <input type="checkbox"/> Branch <input type="checkbox"/> Windsor
Order Taking:	<u>C900040</u>	<u>ANU SHARMA</u>	<u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>		
Servicing:	<u>C900040</u>	<u>ANU SHARMA</u>	<u>ANU.SHARMA@BT.KONICAMINOLTA.CA</u>		



Maintenance Agreement Additional Comments

Comments

SERVICE RATE FIXED FOR THE TERM OF THE LEASE
11X17 SINGLE CLICK ON ACCURIOPRESS C3070



EQUIPMENT REMOVAL AUTHORIZATION

Customer: GLOBAL KINGDOM MINISTRIES INC.

Pick Up Address: GLOBAL KINGDOM MINISTRIES INC., 1250 MARKHAM ROAD, SCARBOROUGH, ON, M1H 2Y9

Equipment being removed from Customer's Location:

Make: <u>C1060</u>	Model: <u>**BIZHUB PRESS C1060 60PPM M</u>	Serial Number: <u>A50V011000539</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions (Canada) Ltd. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: DE LAGE LANDEN FINANCIAL SERVICES Lease #: 568000

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will pick-up and return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions, the equipment listed above will not be picked up. Upon pick-up of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

Comments:

PLEASE RETURN THE LEASED MFP TO THE LEASING COMPANY

LEASE COMPANY USE

- Approved** Customer has fulfilled its obligation on current lease.
- Contingent Approval** Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



EQUIPMENT REMOVAL AUTHORIZATION

Customer: GLOBAL KINGDOM MINISTRIES INC.

Pick Up Address: GLOBAL KINGDOM MINISTRIES INC., 1250 MARKHAM ROAD, SCARBOROUGH, ON, M1H 2Y9

Equipment being removed from Customer's Location:

Make: <u>C652</u>	Model: <u>**BIZHUB C652 PRINTER/COPIER</u>	Serial Number: <u>A0P0011001593</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions (Canada) Ltd. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: DLL Lease #: 001-0130306-000

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will pick-up and return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions, the equipment listed above will not be picked up. Upon pick-up of equipment, KMBS will invoice Customer \$ _____ for associated shipping charges.

Comments:

PLEASE RETURN THE MACHINE

LEASE COMPANY USE

- Approved** Customer has fulfilled its obligation on current lease.
- Contingent Approval** Customer has lease balance of \$ _____ which needs to be satisfied.

RA # _____ Shipping Instructions _____

Name _____ Signature _____ Title _____ Date _____



MyKMBS.com Access Request Form

Customer Name: GLOBAL KINGDOM MINISTRIES INC.

Business Class: Corporate Acct Commercial Graphics Branch

New or Existing Customer: New Existing

SAP Account #: 0001326943/0001326943
Required if existing

Serial Number(s):	1 _____	4 _____	7 _____
<small>(Include at least one)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only
 If Fleet Manager or Local Manager is selected, also check one of the following:
 Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: TOM
Required

Last Name: LODU
Required

Email: TLODU@GLOBALKINGDOM.CA
Required

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only
 If Fleet Manager or Local Manager is selected, also check one of the following:
 Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: ANNE
Required

Last Name: LEE
Required

Email: ANNELEE@GLOBALKINGDOM.CA
Required

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only
 If Fleet Manager or Local Manager is selected, also check one of the following:
 Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____
Required

Last Name: _____
Required

Email: _____
Required

* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports.

** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card.

Have customer alert his/her IT Department to accept the following email addresses:
meterreads@bt.konicaminolta.ca activation@bt.konicaminolta.ca extranet@bt.konicaminolta.ca

KMBS

Representative: _____ Territory Code: _____
 Corporate Acct Mgr: _____ Territory Code: _____
If Applicable

Sales Manager: _____ Territory Code: _____
 Branch Name: _____ Branch Number: _____

For Corporate, Commercial, Graphics, and GEM accounts, email completed form to mykmbs.nad@bt.konicaminolta.ca

COMMENTS



KONICA MINOLTA

Rep Name: Anu Sharma

Rep Email: anu.sharma@bt.konicaminolta.ca

Digital Needs Analysis

Branch: Mississauga

CRM Opportunity ID: 11429091
(In CRM)

Client Info

Account Type: Enterprise

Company: Global Kingdom Ministries Inc.

Decision Maker: Tom Lodu

Tel: (416) 438-1601 Ext: 225

Email: tom@globalkingdom.ca

Deployment

bizhub - Accurio	Purchase	Controller	Power Requirements
C308	New	Emperon	15A/120V
C554e	Refurbished	Emperon	15A/120V

IT Info

Onsite: Offsite: None:

IT Contact: Tom Lodu

Tel: (416) 438-1601 225

Email: tom@globalkingdom.ca

Network info provided at install

DHCP: Static: IPv6:

IP Address

@ install

@ install

Subnet Mask @ install

Default Gateway @ install

Primary DNS @ install

Secondary DNS @ install

Driver Install (Only 5 workstation per deployment, if additional drivers need to be installed please speak with your Sales Rep)
If yes, please indicate OS below

@ install @ install @ install

@ install @ install @ install

Solutions

A formal Scope of Work (SOW) document, if required, will be crafted and provided to the client for approval by the local Business Solution Consultant.

Solutions

Applications

Options

None
None
None
None

None
None
None
None

None
None
None
None

Scan Options

Scan Options will be provided at install

Comments

Please identify any existing s/w that needs to be enabled/integrated with the new device, or any other.

Network info will be provided at install, Existing Customer Please install print / copy/scan & Fax

Signature

Power Requirement Acknowledgement Accept Decline

Terms & Conditions Accept

Tom Lodu
Decision Maker

DocuSigned by:
[Signature]
Signature

Sep/18/2019
Date



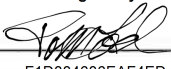
Electronic Manual

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.

<p>Tom Lodu</p> <hr/> <p>Full name</p>	<hr/> <p>Full name</p>
<p>Operations</p> <hr/> <p>Title</p>	<hr/> <p>Title</p>
<p>Signature</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by:  F1D884686EAF4ED... </div> <hr/>	<hr/> <p>Signature</p>
<p>9/20/2019</p> <hr/> <p>Date</p>	<hr/> <p>Date</p>

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).

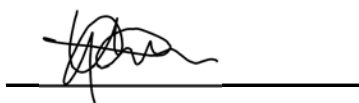
LEASE NUMBER	001-0246823-000		
LESSEE NAME	GLOBAL KINGDOM MINISTRIES INC.		
CO-LESSEE NAME(S)			
BILLING ADDRESS	1250 MARKHAM ROAD SCARBOROUGH, ON M1H 2Y9		
SUPPLIER	KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.		
SUPPLIER PHONE	905 890 5171	LEASE PAYMENT (PLUS APPLICABLE TAXES)	
COMMENCEMENT DATE	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 AND EQUIPMENT ADDRESS			
<i>SEE ATTACHED EQUIPMENT SCHEDULE "A" WHICH FORMS AN INTEGRAL PART OF THIS DOCUMENT</i>			

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	LOCATION
New PRINTER	ACCURIOPRESS C3070	AAC3011001256	1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9
New COPIER	C554E	A5AY011009257	1250 MARKHAM ROAD SCARBOROUGH ON M1H 2Y9

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).

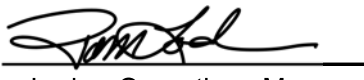
LEASE NUMBER	001-0246823-000		
LESSEE NAME	GLOBAL KINGDOM MINISTRIES INC.		
CO-LESSEE NAME(S)			
BILLING ADDRESS	1250 MARKHAM ROAD SCARBOROUGH, ON M1H 2Y9		
SUPPLIER	KONICA MINOLTA BUSINESS SOLUTIONS (CANADA) LTD.		
SUPPLIER PHONE	905 890 5171	LEASE PAYMENT (PLUS APPLICABLE TAXES)	
COMMENCEMENT DATE	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 AND EQUIPMENT ADDRESS			
SEE ATTACHED EQUIPMENT SCHEDULE "A" WHICH FORMS AN INTEGRAL PART 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: Tom Lodu - Operations Manager
TITLE:

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



Pre-Authorized Debit (PAD) Authorization

Contract/Reference No. 001-0246823-000 (the "Contract")

PAYOR (CUSTOMER) INFORMATION

Name: GLOBAL KINGDOM MINISTRIES 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

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

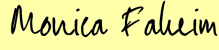
Trinity Ravine Community Inc. ("TRC" or the "Company")
Cash Flow Forecast for the period February 21 to May 22, 2022
 All amounts in CAD\$, unless otherwise stated
 Unaudited

			1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL - 13
	<i>Week Ending</i>	<i>Notes</i>	<i>27-Feb-22</i>	<i>6-Mar-22</i>	<i>13-Mar-22</i>	<i>20-Mar-22</i>	<i>27-Mar-22</i>	<i>3-Apr-22</i>	<i>10-Apr-22</i>	<i>17-Apr-22</i>	<i>24-Apr-22</i>	<i>1-May-22</i>	<i>8-May-22</i>	<i>15-May-22</i>	<i>22-May-22</i>	<i>weeks</i>
Receipts																
HST refund		1												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		3		4,832		4,832		4,832		4,832		4,832		4,832		28,990
GWL - Group Insurance		3		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			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		6	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)	(108,800)	(4,832)	(7,707)	41,254	(11,300)	(366,226)
Closing cash			\$ 59,513	\$ 46,974	\$ 46,974	\$ 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.
- 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.
- 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.
- Based on current amount due and estimate for the insolvency proceeding period.
- Opening cash as per TD and RBC bank statements.

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

DocuSigned by:

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
 All amounts in CAD\$, unless otherwise stated
 Unaudited

			14	15	16	17	18	19	20	21	22	23	24	25	26		
	Week Ending	Notes	TOTAL - 13 weeks	29-May-22	5-Jun-22	12-Jun-22	19-Jun-22	26-Jun-22	3-Jul-22	10-Jul-22	17-Jul-22	24-Jul-22	31-Jul-22	7-Aug-22	14-Aug-22	21-Aug-22	TOTAL - 26 weeks
Receipts																	
	HST refund	1	46,086												42,952		89,038
	Total Receipts		46,086	-	-	-	-	-	-	-	-	-	-	-	42,952	-	89,038
Operating disbursements																	
	KJK Ventures Inc.	2	45,200				11,300				11,300				11,300		79,100
	Payroll	3	28,990	4,832		4,832		4,832		4,832		4,832		4,832		4,832	62,811
	GWL - Group Insurance	3	2,950		983				983					983			5,900
	Property Land Tax - City of Toronto	4	12,672														12,672
	Office Supplies and Other		1,050		350				350					350			2,100
	Contingency		6,000		2,000				2,000					2,000			12,000
	Total operating disbursements		96,862	4,832	3,333	4,832	11,300	4,832	3,333	4,832	11,300	4,832	-	8,165	11,300	4,832	174,583
Financing and other disbursements																	
	Bank Charges (RBC & TD)		450		150				150					150			900
	Miller Thomson	5	160,000	40,000			40,000						40,000				280,000
	Deloitte	5	110,000	35,000			35,000						35,000				215,000
	Monitor's counsel	5	45,000	22,500			22,500						22,500				112,500
	Total financing and other disbursements		315,450	97,500	150	-	-	97,500	150	-	-	-	97,500	150	-	-	608,400
	Net Cash Flow		\$ (366,226)	\$ (102,332)	\$ (3,483)	\$ (4,832)	\$ (11,300)	\$ (102,332)	\$ (3,483)	\$ (4,832)	\$ (11,300)	\$ (4,832)	\$ (97,500)	\$ (8,315)	\$ 31,652	\$ (4,832)	\$ (693,946)
	Opening cash	6	155,813	(210,414)	(312,745)	(316,229)	(321,060)	(332,360)	(434,692)	(438,175)	(443,007)	(454,307)	(459,138)	(556,638)	(564,953)	(533,301)	155,813
	Net Cash Flow		(366,226)	(102,332)	(3,483)	(4,832)	(11,300)	(102,332)	(3,483)	(4,832)	(11,300)	(4,832)	(97,500)	(8,315)	31,652	(4,832)	(693,946)
	Closing cash		\$ (210,414)	\$ (312,745)	\$ (316,229)	\$ (321,060)	\$ (332,360)	\$ (434,692)	\$ (438,175)	\$ (443,007)	\$ (454,307)	\$ (459,138)	\$ (556,638)	\$ (564,953)	\$ (533,301)	\$ (538,133)	\$ (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.
- 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.
- 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.
- Based on current amount due and estimate for the insolvency proceeding period.
- Opening cash as per TD and RBC bank statements.

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.

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@millertomson.com

Stephanie De Caria LSO#: 68055L

Tel: 416.597.2652 / Fax: 416.595.8695
Email: sdecaria@millertomson.com

Monica Faheim LSO#: 82213R

Tel: 416.597.6087 / Fax: 416.595.8695
Email: mfaheim@millertomson.com

Lawyers for the Applicant, Trinity Ravine Community Inc.

TAB 3

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

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

THE HONOURABLE) WEDNESDAY, THE 23RD
JUSTICE •)
) DAY OF FEBRUARY, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c.C-36 AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TRINITY RAVINE COMMUNITY INC.

INITIAL ORDER

THIS APPLICATION, made by Trinity Ravine Community Inc. ("**Trinity Ravine**" or the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jeremy Anderson sworn February 22, 2022 and the Exhibits thereto (the "**Anderson Affidavit**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant and counsel for Deloitte Restructuring Inc. ("**Deloitte**"), and no one appearing for any other party listed on the Service List attached as Schedule "B" to the Notice of Application, although duly served as appears from the affidavit of service of Shallon Garrafa sworn February 22, 2022, and on reading the consent of Deloitte to act as the Monitor (as defined below),

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the banking and cash management system currently in place as described in the Anderson Affidavit, or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution

of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including March 5, 2022, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or

services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION

20. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

APPOINTMENT OF MONITOR

21. THIS COURT ORDERS that Deloitte Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its development of the Plan and any amendments to the Plan;

- (d) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (g) perform such other duties as are required by this Order or by this Court from time to time.

23. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

24. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

26. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and

directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant reasonable retainers to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

29. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$150,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 30 and 32 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. THIS COURT ORDERS that the Administration Charge shall rank as a first-priority charge on the Property.

31. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. THIS COURT ORDERS that the Administration Charge (as constituted and defined herein) shall constitute a charge on the Property and the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, provided that the Administration Charge shall rank behind Encumbrances in favor of any Persons that have not been served with notice of this application. The Applicant and the beneficiaries of the Administration Charge shall be entitled to seek priority ahead of such Encumbrances on notice to those parties.

33. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Administration Charge, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge, or further Order of this Court.

34. THIS COURT ORDERS that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease,

sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made by the Applicant pursuant to this Order and the granting of the Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. THIS COURT ORDERS that the Administration Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

36. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the

prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

37. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/en-ca/trinityravine.

38. THIS COURT ORDERS that the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Applicant's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

39. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

40. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

41. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

42. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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.

Court File No.:

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

Proceeding commenced at TORONTO

INITIAL ORDER

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Lawyers for the Applicant, Trinity Ravine Community Inc.

Revised: January 21, 2014

Court File No. —: CV-22-00677236-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~WEDNESDAY, THE
JUSTICE —●) #23RD
)
)
) DAY OF ~~MONTH~~,
 ~~20YR~~FEBRUARY, 2022

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ (the
"Applicant") TRINITY RAVINE COMMUNITY INC.

INITIAL ORDER

THIS APPLICATION, made by Trinity Ravine Community Inc. ("Trinity Ravine" or
the "Applicant") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36,
as amended (the "CCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Jeremy Anderson sworn ~~[DATE]~~February 22,
2022 and the Exhibits thereto (the "Anderson Affidavit"), and on being advised that the secured
creditors who are likely to be affected by the charges created herein were given notice, and on
hearing the submissions of counsel for ~~[NAMES]~~the Applicant and counsel for Deloitte
Restructuring Inc. ("Deloitte"), and no one appearing for ~~[NAME]~~[†]any other party listed on the

[†]Include names of secured creditors or other persons who must be served before certain relief in this model Order
may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2)

Service List attached as Schedule “B” to the Notice of Application, although duly served as appears from the affidavit of service of ~~[NAME]~~ Shallon Garrafa sworn ~~[DATE]~~ February 22, 2022, and on reading the consent of ~~[MONITOR’S NAME]~~ Deloitte to act as the Monitor (as defined below),

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “Plan”).

~~may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

~~²If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. [THIS COURT ORDERS that the Applicant shall be entitled to continue to utilize the ~~central~~banking and cash management system³ currently in place as described in the Anderson Affidavit of [NAME] sworn [DATE], or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the

~~³This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.†

6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) ~~Quebec Pension Plan,~~ ~~and (iv)~~ income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “Sales Taxes”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed ~~or resiliated~~⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

~~⁴The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~and to dispose of redundant or non-material assets not exceeding \$• in any one transaction or \$• in the aggregate~~⁵;
- (b) ~~terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate~~; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the “Restructuring”).

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days’ notice to such landlord and any such secured creditors. If the Applicant disclaims ~~or resiliates~~ the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under

⁵Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~for resiliation~~ of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer ~~for resiliation~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~for resiliation~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer ~~for resiliation~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including ~~[DATE—MAX. 30 DAYS]~~ March 5, 2022, or such later date as this Court may order (the “Stay Period”), no proceeding or enforcement process in any court or tribunal (each, a “Proceeding”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this

Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

19. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim

⁶~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION ~~AND CHARGE~~

20. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

~~21. — THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order. The Directors' Charge shall have the priority set out in paragraphs [38] and [40] herein.~~

~~22. — THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the~~

~~⁷The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~⁸Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

~~benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.~~

APPOINTMENT OF MONITOR

21. ~~23.~~ THIS COURT ORDERS that ~~[MONITOR'S NAME]~~ Deloitte Restructuring Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. ~~24.~~ THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- ~~(c) — assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~

~~(d) — advise the Applicant in its preparation of the Applicant’s cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~

(c) ~~(e)~~ advise the Applicant in its development of the Plan and any amendments to the Plan;

(d) ~~(f)~~ assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors’ or shareholders’ meetings for voting on the Plan;

(e) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(f) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(g) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

23. ~~25.~~ THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

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

25. ~~27.~~ THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant ~~and the DIP Lender~~ with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

26. ~~28.~~ THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. ~~29.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, whether incurred prior to, on, or subsequent to, the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a ~~[TIME INTERVAL]~~ weekly basis, and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, reasonable retainers ~~in the amount[s] of \$● [-, respectively,]~~ to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

28. ~~30.~~ THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. ~~31.~~ THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$●, 150,000 as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of

this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~{38}~~30 and ~~{40}~~32 hereof.

DIP FINANCING

~~32. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$● unless permitted by further Order of this Court.~~

~~33. — THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. — THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. — THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs ~~{38}~~ and ~~{40}~~ hereof.~~

~~36. — THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- ~~(a) — the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~

- ~~(b) — upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~
- ~~(c) — the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~37. — THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

~~38. — THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be rank as follows⁹:~~

~~First — Administration Charge (to the maximum amount of \$●);~~

⁹~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

~~Second—DIP Lender's Charge; and~~

~~Third—Directors' Charge (to the maximum amount of \$●)~~ a first-priority charge on the Property.

31. ~~39.~~ THIS COURT ORDERS that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges")~~ shall not be required, and that the ~~Charges~~ Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the ~~Charges~~ Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. ~~40.~~ THIS COURT ORDERS that ~~each of the Directors' Charge,~~ the Administration ~~Charge and the DIP Lender's~~ Charge (~~all~~ as constituted and defined herein) shall constitute a charge on the Property and ~~such Charges~~ the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, provided that the Administration Charge shall rank behind Encumbrances in favor of any Persons that have not been served with notice of this application. The Applicant and the beneficiaries of the Administration Charge shall be entitled to seek priority ahead of such Encumbrances on notice to those parties.

33. ~~41.~~ THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, ~~any of the Directors' Charge,~~ the Administration Charge ~~or the DIP Lender's Charge~~, unless the Applicant also obtains the prior written consent of the Monitor, ~~the DIP Lender~~ and the beneficiaries of ~~the Directors' Charge~~ ~~and~~ the Administration Charge, or further Order of this Court.

34. ~~42.~~ THIS COURT ORDERS that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's~~ Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the ~~Charges~~Administration Charge (collectively, the "Chargees") ~~and/or the DIP Lender thereunder~~ shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents~~Administration Charge shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from ~~the Applicant entering into the Commitment Letter,~~ the creation of the ~~Charges, or the execution, delivery or performance of the Definitive Documents~~Administration Charge; and

(c) the payments made by the Applicant pursuant to this Order, ~~the Commitment Letter or the Definitive Documents~~, and the granting of the ~~Charges~~, Administration Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. ~~43.~~ THIS COURT ORDERS that ~~any~~ the Administration Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

36. ~~44.~~ THIS COURT ORDERS that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ the Globe and Mail a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than ~~\$1000~~ 1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

37. ~~45.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be

valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/en-ca/trinityravine.

38. ~~46.~~ THIS COURT ORDERS that ~~if the service or distribution of documents in accordance with the Protocol is not practicable,~~ the Applicant and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by ~~prepaid ordinary mail, courier, personal delivery or facsimile transmission~~ electronic message to the Applicant's creditors or other interested parties at and their ~~respective addresses as last shown on the records of the Applicant and that~~ advisors. For greater certainty, any such ~~service or distribution by courier, personal delivery or facsimile transmission~~ or service shall be deemed to be ~~received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing~~ in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2175 (SOR/DORS).

GENERAL

39. ~~47.~~ THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the

discharge of its powers and duties under this Order or in the interpretation of this Order hereunder.

40. ~~48.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

41. ~~49.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

42. ~~50.~~ THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

43. ~~51.~~ THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days[?]

notice to any other party or parties likely to be affected by the order sought or upon such other
notice, if any, as this Court may order.

44. ~~52.~~ THIS COURT ORDERS that this Order and all of its provisions are effective as of
12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

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.

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

INITIAL ORDER

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Document comparison by Workshare Compare on Tuesday, February 22, 2022 12:02:14 PM

Input:	
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Document 2 ID	iManage://mtdmswssc.millerthomson.corp/Legal/60353839/3
Description	#60353839v3<Legal> - Draft Initial Order (Final)
Rendering set	Standard

Legend:	
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Deletion	
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<u>Moved to</u>	
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Format change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
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Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	371

TAB 4

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.

CONSENT

DELOITTE RESTRUCTURING INC. hereby consents to act as Court-appointed Monitor of the Applicant, Trinity Ravine Community Inc. pursuant to the *Companies' Creditors Arrangement Act*, RSC, 1985, c. C-36, as amended, in respect of these proceedings and pursuant to the terms of the form of draft order filed.

DATED at Toronto, Ontario this 22nd day of February, 2022.

DELOITTE RESTRUCTURING INC.



Per: _____
Name: Toni Vanderlaan
Title: Senior Vice-President

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.

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

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

Proceeding commenced at TORONTO

APPLICATION RECORD

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