

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

FIRM CAPITAL MORTGAGE FUND INC.

Applicant

- and -

2012241 ONTARIO LIMITED

Respondent

**SECOND SUPPLEMENT TO FIRST REPORT OF THE
RECEIVER DATED JUNE 18, 2012**

INTRODUCTION

1. The purpose of this Second Supplement to the First Report of the Receiver is to address certain issues raised in the material delivered by Clark Farb Fiksel on behalf of a number of individuals or corporations (the "**Opposing Purchasers**") who purchased proposed condominium units in the 50 Sunny Meadow Boulevard project in Brampton, Ontario (the "**Property**" or "**Project**") and who object to the Receiver's recommended sales process set forth in the First Report.

TERMS OF REFERENCE

2. In preparing this report and making the comments contained herein, the Receiver has been provided with and has relied upon unaudited financial information, the Debtor's books and records obtained by the Former Receiver, certain other information prepared by the Former Receiver and the Property Manager. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, the Receiver expresses no opinion or other form of assurance on the information contained in this report.
3. Certain of the information referred to in this report consists of forecasts and/or projections. An examination or review of financial forecasts and projections, as outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Future oriented financial information referred to in this report was prepared partially based on the Property Manager's estimates and assumptions. Readers are cautioned that since forecasts are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the forecasts and, even if the assumptions materialize, the variations could be significant.
4. Capitalized terms not otherwise defined in this report are as defined in the First Report and the Appointment Orders.

COMPLETION AND REGISTRATION OF THE PROJECT AS A CONDOMINIUM

5. The Opposing Purchasers take the position that the Receiver should recognize their purchase agreements and proceed to complete the condominium project and bring it to registration at which point the existing purchase agreements could be closed and the balance of the units sold. They suggest that that was the intention of the Former Receiver. Upon its appointment in place of the Former Receiver, the Receiver did consider the possibility of completing the Project as suggested by the Opposing Purchasers. However, for numerous reasons, which are set forth below, the Receiver determined that it would be impracticable to proceed in that manner.

(i) Cost/Financing Factors

6. Following its appointment on November 15, 2011 the Former Receiver commissioned an appraisal as well as a construction consultant's report from Pelican Woodcliff Inc. to assist in determining the cost of completing the Project for condominium registration and in order to allow the Former Receiver to advise the court of its recommendations on how to proceed in realizing on the Project (para. 59 of the Former Receiver's Second Report). Pelican Woodcliff provided an interim report dated February 15, 2012 (the "**Pelican Woodcliff Interim Report**") setting forth a preliminary view of the costs involved in completing the Project that were known to date (including outstanding accounts that had not been paid by the Debtor for work already performed). The Pelican Woodcliff Interim Report also outlined work yet to be done, the cost of which was not known at the time. A copy of the Pelican Woodcliff Interim Report (without the detailed drawings attached thereto) is attached hereto as Appendix "A."
7. Following its appointment the Receiver reviewed both the Pelican Woodcliff Interim Report and the appraisal obtained by the Former Receiver and considered whether it should recommend that the Receiver complete the Project, have it registered as a condominium, close the existing unit purchase agreements and proceed to market and sell the remaining unsold units. Based on the appraisal and the Pelican Woodcliff Interim Report, as well as other information available to the Receiver, which is referred to below, it was clear to the Receiver that it could not recommend proceeding to complete the Project. Accordingly, any further reports from Pelican Woodcliff were considered unnecessary.
8. Completion of the Project to the point of registration and proceeding to sell the remaining units would entail significant costs. The construction and consulting costs referred to in the Pelican Woodcliff Interim Report were only one small component of the overall costs involved. There are ongoing operational expenses involved in maintaining the Property including utilities, general maintenance, property management fees, realty taxes, etc. Less than half of the proposed condominium units have been sold. Only 8 of the units are occupied by purchasers and 2 by lessees. The income generated by the Property is

therefore not sufficient to cover the ongoing expenses related to the Property, let alone fund the costs of completing the construction and registering the Project. Based on recent information provided by the Property Manager in connection with collections in July, 2012 and current projected monthly operational expenses (excluding payment of the recent costly repair to the HVAC system), there is a preliminary monthly shortfall in the range of \$7,000 to \$10,000. This shortfall could increase to the extent that costs may increase for seasonal effects in the fall and winter, and possibly for unforeseen capital repairs. This shortfall reflects the fact that revenues have fallen due to the uncertainties inherent in receivership proceedings. In addition, the Municipal Property Assessment Corporation issued a property assessment change notice in June, 2012 which set out a significant increase in the assessed value for the Property. Accordingly, realty taxes may escalate in the near future, although the Receiver does not yet know the magnitude and timing of the actual tax increase until it receives further information from the municipality.

9. Moreover, the first mortgage, with a balance of over \$12,000,000 in principal, and interest arrear in excess of \$585,000, remains in default and interest continues to accrue at approximately \$53,000 per month.
10. The Receiver is therefore not in a position to complete the Project without borrowing substantial funds. According to the appraisal obtained by the Former Receiver, it would take between one and two years to sell the balance of the units. The cost of borrowing would therefore be significant. The first mortgagee, Firm Capital, has advised that it is not prepared to advance such funds to the Receiver over that period to cover the cost of completing the Project and operating it in the meantime while its loan remains in default and arrears continue to accumulate. Accordingly, in order to raise funds from another lender the Receiver would have to secure loans with Receiver's Certificates creating security over the Property in priority to the Firm Capital first mortgage. Firm Capital has indicated that it would not consent to subordinating its mortgage security for that purpose.

(ii) Inability to Close Existing Purchase Agreements

11. There are a number of irregularities respecting certain of the existing purchase agreements that would make it impossible for the Receiver to close those transactions as contemplated by the agreements.
12. First, as noted in the Receiver's First Report, five purchasers (units 201, 205, 211, 214, and 220-221) paid to the Debtor the balance due on closing under their agreements. The Receiver has been informed that those payments, totalling more than \$1,200,000, were paid into trust to the Debtor's law firm but subsequently released from trust, with the respective purchaser's consent, and paid to the second mortgagee on the Property notwithstanding the fact that the Project had not been registered and title to the units could therefore not be conveyed. The Receiver therefore cannot close those agreements and convey clear title as the first mortgagee has advised the Receiver that it would not, and would not be obliged to, provide a partial discharge without payment of the closing funds.
13. In addition, there are a number of purchasers who claim to have purchased units and to have paid deposits into trust. However, based on the records provided by the Debtor's former lawyers, there are no deposits held in trust with respect to those units. An example of this situation is the purchaser of Units 104 and 105 identified as "Philip Vettese in Trust" on Exhibit "A" to the affidavit of Gurbinder Gill filed on behalf of the Opposing Purchasers.
14. Another example is HSG Properties Inc. ("**HSG**"), which purports to have purchased proposed Units 107 and 108 with a deposit in trust of \$50,000. The records of the Debtor's former lawyers do not show any deposit held in trust for HSG.
15. Again, if the Receiver was to try to close those agreements, the first mortgagee has advised that it would not be in a position to provide partial discharges of its mortgage unless and until the deposits are replaced.

CONSIDERATION OF THE VARIOUS PARTIES' INTERESTS

16. As set forth in the First Report, it is the Receiver's recommendation that in order to maximize the realizable value of the Project, the Receiver should be in a position to expose the Project to the widest possible market. That market would include potential purchasers who may wish to complete the Project as a condominium as well as investors/purchasers who may wish to retain the Project as a leased property. In order to reach the latter market, the Receiver wishes to be in a position to be able to represent that, upon approval of an acceptable offer, the purchaser will obtain vacant possession of the Project, which would require the termination of the purchase agreements and leases.
17. It should be emphasized that the Receiver is not seeking immediate termination of the unit purchase agreements and leases, but rather the option to terminate the agreements (by way of vesting out) in the event that the most attractive offer it receives for the Property is on a leased, as opposed to condominium, basis. If the most attractive offer is received from an entity wishing to complete the condominium project all of the unit purchase agreements and leases may not have to be terminated if the buyer wishes to accept the leases and close the existing agreements.
18. In arriving at its recommendation with respect to the proposed sale process the Receiver considered the interests of all interested parties, including those set forth below.
19. As noted in the First Report, it is the Receiver's understanding that the first mortgage of Firm Capital takes legal priority over the leases and unit purchase agreements both on the basis of the express subordination clauses contained in the leases and agreements and on the basis of the Ontario *Land Titles Act*.
20. With respect to the leases, the Receiver is not aware of any lessee who opposes the order sought by the Receiver. In fact since the commencement of this proceeding two of the five lessees have apparently abandoned the premises. Moreover, the Receiver is not aware of any "equity" in the position of the remaining lessees that would justify overriding the first mortgagee's legal priority.

21. The interests of the purchasers of proposed units fall into four categories: (i) those who paid deposits that are still held in trust; (ii) those who purport to have purchased units and paid deposits but which are apparently not held in trust; (iii) those who paid the balance due on closing under their agreements and authorized release of those funds to the second mortgagee; and (iv) those who claim to have incurred expenses in renovating or improving their units.

(i) Deposits Held in Trust

22. In the event that the purchase agreements of these purchasers are vested out they will be entitled to the return of their deposits that remain in trust. While they will be inconvenienced if their agreements are vested out, they will not incur significant financial losses.

(ii) Deposits Not Held in Trust

23. Purchasers who paid deposits to the Debtor which are apparently not held in trust presumably have a right of action against the Debtor, and perhaps its officers or lawyers, for breach of trust. However, the Receiver sees no basis for preferring the interests of these purchasers over those of the mortgagees.

(iii) Closing Proceeds Paid and Released to the Second Mortgagee

24. According to the records of the Debtor's former lawyers, these purchasers paid to the Debtor the balance of their purchase prices and expressly authorized the release of those funds from trust to be paid to the second mortgagee. That was done notwithstanding the subordination clauses in their purchase agreements and notwithstanding the fact that they were not entitled to take title to their unit at the time. Accordingly, if their agreements are vested out these purchasers run the risk of losing those payments that were released from trust, unless they have legal recourse against the Debtor's lawyers.
25. In all five instances the purchasers were represented by lawyers. The Receiver therefore assumes that the purchasers were fully advised on the risks they were assuming by making the payments and authorizing the release from trust. The Receiver is not aware

of any evidence that the first mortgagee consented to such payments. In the absence of such evidence the Receiver sees no basis upon which the interests of the first mortgagee should be subordinated to the interests of these purchasers.

26. In any event, upon the issuance of an order vesting out the interests of these purchasers, any claim they may have to the Property would be transferred to the proceeds of sale. Normally the claim of the second mortgagee would take priority over the interests of these purchasers. However, as a result of the direction of their closing payments to the second mortgagee the claim of the second mortgagee to the proceeds of sale would be reduced by the amount of such payments thereby benefiting these purchasers to the extent of such payments. Accordingly, so long as the proceeds of sale exceed the amount owing on the first mortgage (as well as the balance owing to the second mortgagee which now amounts to approximately \$95,000) these purchasers would not be prejudiced.

(iv) Renovations/Improvements

27. According to Exhibit "A" to the responding affidavit of Gurbinder Gill filed on behalf of the Opposing Purchasers, four of the Opposing Purchasers have expended significant amounts with respect to renovations and improvements to their proposed units as well as with respect to the purchase of equipment. The Receiver has no information in this regard other than what is disclosed in the affidavit of Mr. Gurbinder Gill. As with the purchasers who paid the closing balances due under their purchase agreements, the purchasers who expended money on renovations, improvements or equipment, did so at their own risk. The Receiver is not aware of any evidence that the first mortgagee consented to any of these expenditures or agreed to subordinate its mortgage interest in favour of such purchasers. In particular, the Receiver has not been made aware of any non-disturbance agreements or subordination or postponement agreements from the first mortgagee in that regard. In the absence of such evidence, the Receiver is not aware of any basis upon which the prior legal interests of the first mortgagee pursuant to the subordination clauses in the purchase agreements or the Land Titles Act should be subordinated to the interests of these purchasers.

CONCLUSION

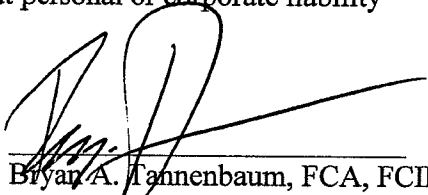
28. In summary, the Receiver has considered the positions of all parties with an interest, or potential interest, in the Property and it remains of the view that it is in the interests of all stakeholders that the Property be marketed for sale as recommended in the First Report.

Respectfully submitted at Toronto, Ontario this 17th day of July, 2012.

DELOITTE & TOUCHE INC.

In its capacity as Court-appointed
receiver of 2012241 Ontario Limited
without personal or corporate liability

Per:



Bryan A. Tannenbaum, FCA, FCIRP
Senior Vice-President

TOR01: 4965385: v1

APPENDIX "A"

ENVISION. EVALUATE. EXCEL.

VIA e-mail: brandon@irasmithinc.com

February 15, 2012

Ira Smith Trustee & Receiver Inc.
solely in its capacity as Court-appointed Receiver of 2012241 Ontario Limited
167 Applewood Crescent, Suite 6
Concord, Ontario
L4K 4K7

Attention: Mr. Brandon Smith

Dear Mr. Smith:

**RE: 2012241 Ontario Limited, 50 Sunny Meadow Blvd., Brampton, Ontario –
Interim Report**

We are pleased to submit herein the Interim Report on the property known as 2012241 Ontario Limited, 50 Sunny Meadow Blvd., Brampton, Ontario. Pelican Woodcliff Inc. was retained, by Mr. Brandon Smith of Ira Smith Trustee & Receiver Inc. solely in its capacity as Court-appointed Receiver of 2012241 Ontario Limited on January 25, 2012, as consultant for matters relating to the above noted building. This Interim Report will provide the Receiver with our preliminary findings and conclusions on how the Receiver should proceed in order to register the commercial condominium corporation.

At this time we report as follows:

We have contacted the architect of record, the landscape architect and the site servicing consultant, in order to obtain Record Drawings, Site Plan Certification letters and Design Consultant Sign-off letters for the Building Permit in order to determine if the building has been constructed to the minimum requirements under the Condominium Act. Additionally, we contacted the storm water management consultant to provide a budget to complete storm water management deficient work. Finally, we contacted the planner in order to obtain the Site Plan Agreement and the surveyor and Hydro Brampton One to establish what items are still outstanding for condominium registration.

Record Drawings

The architect of record is Global Architect Inc. They have provided the Record Drawings (Architectural and Structural) which are attached herewith under Appendix A.

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Site Plan Compliance

i) Site Plan Engineering Works -

We are in receipt of Urban Watershed Groups Certification of Site Plan Engineering Works letter dated October 27, 2011 regarding storm drainage works and lot grading. This letter is attached herewith under Appendix A.

ii) Architect's Certification of Site Plan Works -

Mr. Joseph DeCicco, of Global Architect, advised that the Architect's Certification of Site Plan was not completed and that they can perform the task. He advised that the estimated fee would be \$1,100.00 excluding taxes and disbursements and would take one day to complete.

Global Architect submitted Invoice No. 11-343, in the amount of \$1,459.14, that was issued to the Debtor in regard to the Record Drawings. Global Architect also submitted outstanding Debtor Invoice Nos. 10-179, 11-190, 11-208, 11-232 and 11-263 totalling an additional \$12,340.72 relating to Additional to Contract - Administration Fees. The Statement provided by Global Architect dated December 19, 2011 denotes a total outstanding balance of \$13,799.68. We attach herewith the Statement and Invoices under Appendix B.

iii) Landscape Architects' Certification Letter -

Mr. John King, of Strybos Barron King Landscape Architect, advised that they have reviewed the site and are prepared to provide an acceptance certificate. However, he advised that Invoice No. 15803, in the amount of \$1,232.27, was issued to the Debtor in regard to the Certificate, but payment was not received. We attach herewith the Invoice under Appendix B. The Certificate can be issued the next day following payment.

iv) Structural Certification of Masonry Wall Letter -

The Architect indicated that the Structural Certification of Masonry Wall letter should have been issued by the general contractor's subcontractor's engineer. We will attempt to obtain a certification from the subcontractor's engineer. The certification would involve providing a letter to the City that the masonry wall has been constructed and completed to approved details and is suitable for the soil and geotechnical conditions. As the general contractor is in the process of lienning the property and it could be difficult to obtain the Certificate from the trade we have contacted the Landscape Architect to find out what would be involved in having them provide certification. They indicated that they can have a structural engineer undertake a review but as they were not present when the footings were placed they can not comment on soils or footing depths. If needed they could excavate to inspect footings and confirm soil conditions but this would be expensive. We will search for inspection reports, if available, that were associated with the masonry wall footing.

Construction to be completed

i) Storm Water Management Items Requiring Completion -

We were provided with a Storm Water Management letter dated October 27, 2011 which includes Items Requiring Completion. We are awaiting a fee proposal from Urban Watershed to prepare a budget to complete for the deficient items. Depending on the magnitude of the cost, to have the deficiencies cleaned up, we may recommend having this work bid. We attach herewith under Appendix C Urban Watershed Group's Storm Water Management letter dated October 27, 2011 which includes Items Requiring Completion.

ii) The City of Brampton will complete their Site Plan Compliance Review only after receiving all Certificate letters. We will coordinate the City Site Plan Compliance Review. There might be deficiencies at that time that require remediation.

Design Consultant Sign-off letters for Building Permit -

We are in receipt of the following design consultants final review sign-off letters with respect to the Building Permit:

i) Architect - Global Architect Inc.'s General Review Report No. 24 - Final dated February 7, 2011. This report is attached herewith under Appendix A.

ii) Structural - Banerjee & Associates' Consulting Structural Engineers (A Trow Global Company) Final Review letter date, June 1, 2010. This letter is attached herewith under Appendix A.

iii) Mechanical & Electrical - J.D. Hubbert & Associates' Construction Completion for Building Permit No. 07-124902 000 00 letter dated February 8, 2011. This letter is attached herewith under Appendix A.

Elevating device licences

We are in receipt of copies of the two Passenger Elevator Licence Nos. 000173301 and 000173432. Copies of the elevator licences are attached herewith under Appendix A.

Summary

The above design consultants sign-offs demonstrate that building has been constructed in general conformity with the construction documents. These design consultant sign-offs in conjunction with the elevator licence demonstrates that the building has been constructed to the minimum requirements under the Condominium Act.

Surveyor Tasks required in order to register Condominium Corporation

The Ontario Land Surveyor, that is involved with this property is Schaeffer Dzaldov Bennett. Mr. Ophir Dzaldov, of Schaeffer Dzaldov Bennett, provided a budget of \$1,900 + disbursements in order to bring this project to registration and believes it would take 2 - 3 weeks to finalize the plans. Schaeffer Dzaldov Bennett submitted a Statement as at February 7, 2012 that denotes that the Debtor has three Invoice Nos. 19521, 19522 and 19523, with a total balance of \$8,062.25, outstanding. We attach herewith the Statement under Appendix B.

We were provided with an e-mail dated January 10, 2012 denoting that Hydro One Brampton signed an acknowledgment and direction & associated easement documents that granted Hydro easement rights over Parts 3 & 4 Plan 43R33711. We have requested Hydro One Brampton to advise us as to where they sent the documents and we await a response. We also requested the surveyor to see if they have a copy. Mr. Dzaldov advised that the \$1,900.00 budget should be adequate unless Hydro One Brampton requires something further.

Disclosure Statement

We have been provided with the Disclosure Statement prepared by 2012241 Ontario Limited with respect to the proposed Condominium to be known as Sunny Meadow Medical Centre. This document will be reviewed by the Receiver, the Receiver's Lawyer and us prior to the surveyor submission.

Site Plan Agreement

We contacted the planner Glen Schnarr & Associates as well as Global Architects, neither of which have a copy of the Site Plan Agreement. The Receiver's lawyer will be retrieving a copy by completing a title search. We wish to obtain the Site Plan Agreement to review conditions the City has required. Additionally, we would like to determine if any conditions require follow up by the Receiver in order to ensure fulfillment and finalization of approval.

Lawyer Tasks required in order to register Condominium Corporation

The Receiver's solicitor, Blaney McMurtry LLP has advised in order to provide a proper estimate of costs and timing to complete the commercial condominium registration and closings (and release of development security), they would need to review the following at minimum:

- Title (in particular, all development agreements, whether settled and registered or in process)
- Planning applications (including inquiries regarding status of clearances) - draft plan of condominium application, any outstanding zoning/planning permissions/variances applications
- All existing agreements of purchase and sale
- Any leases, easement/access/use agreements, etc.
- Draft condominium plans, reference plans
- Disclosure documentation on which proposed commercial units were sold

This review would likely run approximately \$5,000 in legal time, and it is very possible that they would need to ask for more documentation, particularly after making enquires regarding status of clearances/completion of construction/site plan works.

Estimated Costs/Time

We attach herewith under Appendix D estimated costs, that have been provided to date, in order to obtain documents, time lines to obtain documents and amounts of Invoices/Statements submitted by consultants.

Conclusion

Once sufficient information is obtained, we will be able to finalize the estimated costs and schedule in order to register the Condominium Corporation.

Once you have had an opportunity to review this Interim Report, we will be happy to answer any questions that you may have and provide you with further details if required.

Yours truly,
PELICAN WOODCLIFF INC.



Michael Winnick
Project Manager

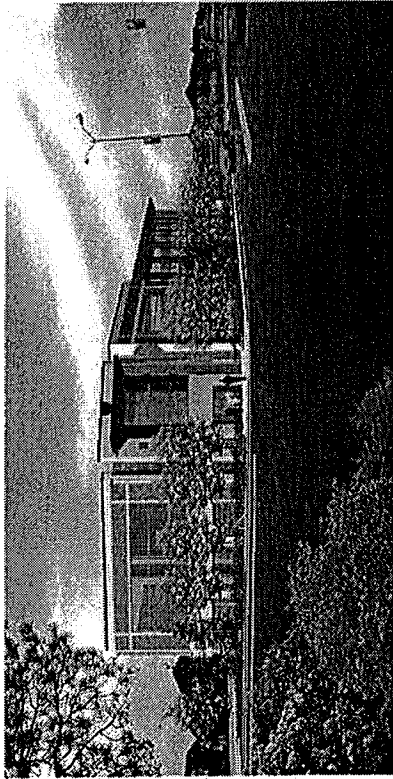
APPENDIX A

Attached herewith are Record Drawings, Site Plan Engineering Certificate, Design Consultant Sign-off letters for Building Permit, Elevator Licences.

Sunny Meadows Medical Centre

D.C.G. MEDICAL DEVELOPERS
2012241 Ontario Ltd

GLOBAL
ARCHITECTURE



NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE	STATUS
1	FOUNDATION PLAN	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
2	FLOOR PLAN	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
3	ELEVATIONS	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
4	SECTION	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
5	MECHANICAL	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
6	ELECTRICAL	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
7	MECHANICAL	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED
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50	ELECTRICAL	10/10/00	J.D.	J.D.	1/4" = 1'-0"	REVISED

DRAWING LIST:

ARCHITECTURAL

GLOBAL ARCHITECTURE INC.
6725 KENNEDY ROAD SUITE 204
MISSISSAUGA ONTARIO L4V 1V1
TEL: 905-872-1000 FAX: 905-872-1004

- 31 SITE PLAN
- 32 FOUNDATION PLAN
- 33 FLOOR PLAN
- 34 ELEVATIONS
- 35 SECTION
- 36 MECHANICAL
- 37 ELECTRICAL
- 38 MECHANICAL
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STRUCTURAL

BANERJEE & ASSOCIATES LTD
290 TRINITY DRIVE SUITE 202
MISSISSAUGA ONTARIO L4V 1V1
TEL: 905-872-1000 FAX: 905-872-1004

- 51 CONCRETE FOUNDATION PLAN
- 52 FLOOR SLAB PLAN
- 53 FOUNDATION ELEVATION
- 54 FOUNDATION SECTION
- 55 FOUNDATION PLAN
- 56 FOUNDATION PLAN
- 57 FOUNDATION PLAN
- 58 FOUNDATION PLAN
- 59 FOUNDATION PLAN
- 60 FOUNDATION PLAN

MECHANICAL

J.D. HUBBERT & ASSOCIATES
290 EVELYN AVE. SUITE 202
MISSISSAUGA ONTARIO L4V 1V1
TEL: 905-872-1000 FAX: 905-872-1004

- 61 MECHANICAL PLAN
- 62 MECHANICAL PLAN
- 63 MECHANICAL PLAN
- 64 MECHANICAL PLAN
- 65 MECHANICAL PLAN
- 66 MECHANICAL PLAN
- 67 MECHANICAL PLAN
- 68 MECHANICAL PLAN
- 69 MECHANICAL PLAN
- 70 MECHANICAL PLAN

ELECTRICAL

J.D. HUBBERT & ASSOCIATES
290 EVELYN AVE. SUITE 202
MISSISSAUGA ONTARIO L4V 1V1
TEL: 905-872-1000 FAX: 905-872-1004

- 71 ELECTRICAL PLAN
- 72 ELECTRICAL PLAN
- 73 ELECTRICAL PLAN
- 74 ELECTRICAL PLAN
- 75 ELECTRICAL PLAN
- 76 ELECTRICAL PLAN
- 77 ELECTRICAL PLAN
- 78 ELECTRICAL PLAN
- 79 ELECTRICAL PLAN
- 80 ELECTRICAL PLAN

LANDSCAPE

STYVENS BARON KING
5185 STEELES AVENUE W. 2ND FLOOR
MISSISSAUGA ONTARIO L4R 4A8
TEL: 905-872-1000 FAX: 905-872-1004

- 81 LANDSCAPE PLAN
- 82 LANDSCAPE PLAN
- 83 LANDSCAPE PLAN
- 84 LANDSCAPE PLAN
- 85 LANDSCAPE PLAN
- 86 LANDSCAPE PLAN
- 87 LANDSCAPE PLAN
- 88 LANDSCAPE PLAN
- 89 LANDSCAPE PLAN
- 90 LANDSCAPE PLAN

GRADING & SITE SERVICES

URBAN WATERFLOO GROUP LTD
1000 SHEPPARD AVENUE E. SUITE 100
SCARBOROUGH ONTARIO M1S 1T6
TEL: 416-291-1000 FAX: 416-291-1004

- 91 GRADING AND SITE SERVICES
- 92 GRADING AND SITE SERVICES
- 93 GRADING AND SITE SERVICES
- 94 GRADING AND SITE SERVICES
- 95 GRADING AND SITE SERVICES
- 96 GRADING AND SITE SERVICES
- 97 GRADING AND SITE SERVICES
- 98 GRADING AND SITE SERVICES
- 99 GRADING AND SITE SERVICES
- 100 GRADING AND SITE SERVICES

ACOUSTICS

CALCULATIONS CANADA LTD
10 WATSON COURT UNIT 205
MISSISSAUGA ONTARIO L4R 4A8
TEL: 905-872-1000 FAX: 905-872-1004

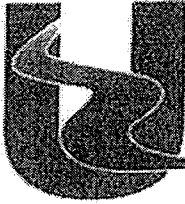
GEOTECHNICAL

SHAWNEE & SCARLETT LTD
20 MARKET ST. W.
TORONTO ONTARIO M5H 1R6
TEL: 416-593-1000 FAX: 416-593-1004

SPRINKLERS

DETAILS SPRINKLER DESIGN
100 WOODBINE AVE. SUITE 105
MISSISSAUGA ONTARIO L4V 1V1
TEL: 905-872-1000 FAX: 905-872-1004

- 101 SPRINKLER PLAN
- 102 SPRINKLER PLAN
- 103 SPRINKLER PLAN
- 104 SPRINKLER PLAN
- 105 SPRINKLER PLAN
- 106 SPRINKLER PLAN
- 107 SPRINKLER PLAN
- 108 SPRINKLER PLAN
- 109 SPRINKLER PLAN
- 110 SPRINKLER PLAN



Urban Watershed Group Ltd.

15955 Airport Road, Suite 304, Caledon East ON, L7C 1H9 • urbanwater@grmland.com

October 27, 2011

Job No. U-1900

The Corporation of the City of Brampton
Planning, Design and Development Department
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

Attention: Open Space Design and Construction

Re: **Certification of Site Plan Engineering Works**
Sunny Meadows Medical Centre
Site Plan SP 06 - 077
50 Sunny Meadow Boulevard, Brampton

Dear Mr. Adam Walker:

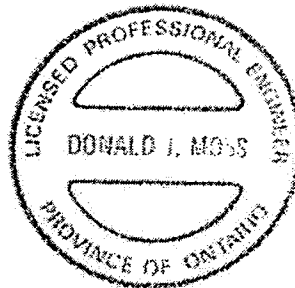
I hereby notify the corporation of the City of Brampton that all storm drainage works and lot grading associated with this site have been constructed in general conformity with the approved plans and that the applicable features listed below have been properly installed/constructed and are operational.

ORIFICE - Yes
CONTROL FLOW ROOF DRAINS - Yes
OIL INTERCEPTOR - Not Applicable
REQUIRED PONDING VOLUME PROVIDED - Yes
GRADING - Yes
EROSION CONTROL - Installed during Construction and Removed
SWALES - Yes
OVERLAND FLOW ROUTE - Yes

We trust you shall find the foregoing satisfactory. Please do not hesitate to contact the undersigned should you have concerns regarding the above.

Yours truly,
Urban Watershed Group Limited

Per: Donald J. Moss, P.Eng., M. Eng.,
Project Engineer



(905)-584-1458, Ext. 231
(905)-584-1461

c.c. Mr. Ravi Chahal - Sunny Meadows Medical Centre
A Member of the GREENLAND Group

GENERAL REVIEW REPORT

Global Architect Inc.

6 Leswyn Road
Toronto, Ont. M6A 1K2
Tel. (416) 256-4440
Fax. (416) 256-4449

PROJECT: Sunny Meadow Medical Centre
2012241 Ontario Ltd.
50 Sunny Meadow Blvd.
Brampton, Ontario

PROJECT NO.: 05-41

REPORTED BY: Joe DeCicco

PERMIT NO.: 07-124902

REPORT NO: 24-Final

DATE: February 7, 2011

COPY TO:

TIME: 10:00 a.m.

WEATHER: -2°C, Snow

Owner, Contractor, Chief Building Official – City of Brampton

STAGE OF WORK

1.0 SITE CONDITIONS

1. All construction activities have been completed.

2.0 PROGRESS OF WORK

2.1 Site

1. Complete

2.2 Building

1. Complete

3.0 DEFICIENCIES

1. Corrected.
2. Corrected.
3. Corrected.
4. Corrected.
5. Repair sidewalk (unit pavers) at main entrance in accordance to Landscape and Civil Engineering reports. Contractor to allow sufficient time to allow for settlement. Deferred to a later date.
6. Corrected.
7. Accent lighting and street furniture not installed.
8. Repair boulevard as per Landscape Architects recommendation. Differed to a later date.
9. Corrected.
10. Corrected.
11. Corrected.
12. Corrected.
13. Corrected.
14. Corrected.
15. Corrected.
16. Corrected.
17. Corrected.
18. Corrected.
19. Corrected.

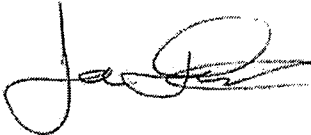
- 20. Corrected.
- 21. Corrected.
- 22. Corrected.
- 23. Corrected.

4.0 ATTACHMENTS

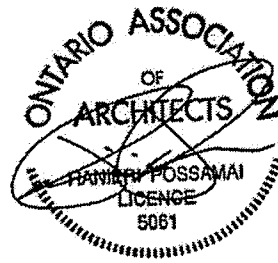
- 1. Structural, mechanical/electrical and sprinkler submissions by others.

5.0 NOTES

- 1. In accordance with the requirements of the Ontario Building Code Section 2.3 for General Review, and on the basis of our site reviews we hereby report that the building has been constructed in general conformity with the approved Architectural Drawings and to the Ontario Building Code.



Joe DeCicco MAATO
Senior Associate
Global Architect Inc.





BANERJEE & ASSOCIATES

CONSULTING STRUCTURAL ENGINEERS

A Trow Global Company

260 Town Centre Boulevard, Suite 102, Markham, Ontario, L3R 8H8, Tel.(905)470-7600, Fax.(905)470-7700
www.banerjee.com

June 1, 2010

**Global Architect Inc.
6 Leswyn Road, Toronto,
Ontario, M6A 1K2.**

Attn: Joe De Cicco

Dear Joe

**RE: FINAL REVIEW
50 Sunny Meadow
Brampton, Ontario
Our File No. 2007-064**

This is to confirm that we have reviewed structural construction work in progress on the above mentioned project.

Our reviews include shop drawings, field work and reports by independent inspection and testing companies.

Our field review reports describe the extent of work seen and details of instructions issued to the constructor.

On the basis of the foregoing and various test results conducted by independent testing companies, we have formed our professional opinion that construction of the structural work for this project has been performed in general conformance with plans and specifications which formed the basis for the issuance of the building permit and any changes thereto authorized by the Chief Building Official.

Yours very truly,

BANERJEE & ASSOCIATES

Vishwas B. Dhekney, P.Eng.
Partner



MEMBER ASSOCIATION OF CONSULTING ENGINEERS OF CANADA



MEMBER ASSOCIATION OF CONSULTING ENGINEERS OF ONTARIO

February 8, 2011

City of Brampton
2 Wellington St. W.
Brampton, Ontario
L6Y 4R2

RE: Sunny Meadow Centre
50 Sunny Meadow Blvd.,
Brampton, Ontario
Building Permit No. 07-124902 000 00

Dear Sir;

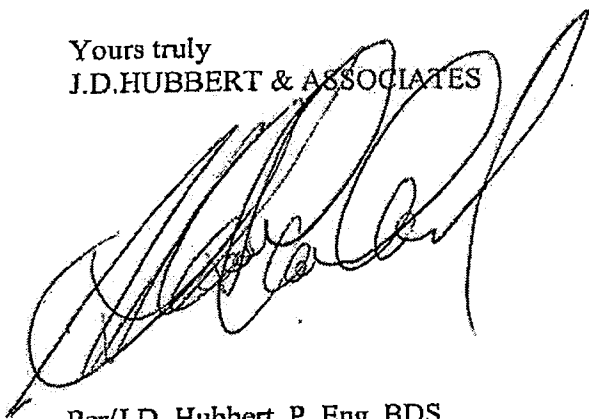
1. Based on our general review which was carried out in accordance with the performance standards of the Association of Professional Engineers of Ontario, J.D. Hubbert & Associates has determined that the construction completed is in general conformity with the design documents prepared by this office for the issuance of the building permit and any changes thereto authorized by the Chief Building Official.

This report is prepared for the Client's information only and may not be used or relied upon by any other person unless that person is specifically named as a beneficiary of this report, and this report may be also be used by the additional beneficiary named. The client and any named beneficiary agree to maintain the confidentiality of this report and reasonable protect the report from distribution to any other person. If the client or any named beneficiary, directly or indirectly cause the report to be distributed to any other person, the client and any named beneficiary shall indemnify, defend and hold the Company harmless against the claim of any third party.

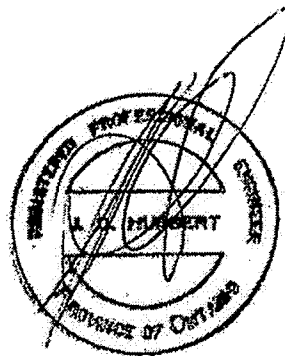
2. Minor changes to the design as approved or accepted during construction of the project by the undersigned and reported in site reviews are deemed to be in general conformity with the design documents.

3. This report applies only to those portions of the building designed by J.D. Hubbert & Associates and does not apply to other portions of the project.

Yours truly
J.D. HUBBERT & ASSOCIATES



Per/J.D. Hubbert, P. Eng. BDS



J.D. hubbert & associates

200 Evans Ave., Unit 11, Toronto, Ontario M8Z 1J7
e mail - jdheng@pathcom.com

Div. of J.D. Hubbert Eng. Corp.

Tel. 416-251-3440

Fax 416-251-9168



Technical
Standards and
Safety Authority

Ontario Elevating Device Licence

Technical Standards and Safety Act

This Licence is issued to allow the operation of the following Elevating Device:

Licence Number:
000173301

Type:
Passenger Elevator

Installation Number:
64493044

Installed at:
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA

Capacity:
1136 kg
15 persons

Expires on 14-FEB-12

SUNNY MEADOWS MEDICAL CENTRE
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA



Issued by the Director

This Licence Is Not Transferable.

OPERATION OF THIS DEVICE WITHOUT A VALID LICENCE IS AN OFFENCE UNDER THE ACT.

This licence shall be posted by the owner in a conspicuous location in the elevating device or adjacent to the elevating device or in a more remote location when permitted by the director.

Issued under the *Technical Standards and Safety Act, 2000*
Elevating Devices Regulation (O.Reg. 209/01)

**For all enquiries or to update any of the information on this licence,
please contact the Technical Standards and Safety Authority.**

Telephone: 1.877.682.8772
E-mail: customerservices@tssa.org

SUNNY MEADOWS MEDICAL CENTRE
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA



Technical
Standards and
Safety Authority

Ontario Elevating Device Licence

Technical Standards and Safety Act

This Licence is issued to allow the operation of the following Elevating Device:

Licence Number:
000173432

Type:
Passenger Elevator

Installation Number:
64493043

Installed at:
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA

Capacity:
1136 kg
15 persons

Expires on 15-FEB-12

SUNNY MEADOWS MEDICAL CENTRE
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA



Issued by the Director

This Licence Is Not Transferable.

OPERATION OF THIS DEVICE WITHOUT A VALID LICENCE IS AN OFFENCE UNDER THE ACT.

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Issued under the *Technical Standards and Safety Act, 2000*
Elevating Devices Regulation (O.Reg. 209/01)

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Telephone: 1.877.682.8772
E-mail: customerservices@tssa.org

SUNNY MEADOWS MEDICAL CENTRE
50 SUNNY MEADOW BLVD
BRAMPTON ON L6R 1V7
CANADA

APPENDIX B

Attached herewith is Global Architect's Statement and Invoices, Strybos Barron King Landscape Architecture Invoice, Schaeffer Dzaldov Bennett Statement.

STATEMENT

GLOBAL ARCHITECT INC.
 6 Leswyn Road
 Toronto, Ontario
 M6A 1K2

Phone: (416) 256-4440 Fax: (416) 416-4449

To: 2012241 ONTARIO LTD.
 470 CHRYSLER DR., UNIT 20
 BRAMPTON, ON L6S 0C1

Statement date: Dec 19, 11

Account number: 05-41

JOB NO. 05-41

Date	Ref#	Description	Amount	Balance
Dec 31, 10	10-179	INV PER DIEM	1,008.19	1,008.09
Feb 01, 11	11-190	INV PER DIEM & R'S	3,770.19	4,778.28
Mar 18, 11	11-208	INV PER DIEM & R'S	4,040.65	8,818.93
Apr 29, 11	11-232	INV PER DIEM & R'S	2,384.75	11,203.68
Jun 30, 11	11-263	INV PER DIEM & R'S	1,137.04	12,340.72
Nov 30, 11	11-343	INV PER DIEM & R'S	1,459.14	13,799.86

Please note that this account is now overdue.

30-60 day	60-90 day	Over 90	TOTAL DUE	13,799.86
0.00	0.00	12,340.72		

GLOBAL ARCHITECT INC.

INVOICE

Date: December 31, 2010

Invoice No: 10-179

Payable upon receipt

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Project: 45,000±Retail, + Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: Nov.20 through December 31, 2010

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

5 Hours @ \$175.00/hour \$ 875.00

Services: Project administration

- Progress Payment #25
- Certificate of Substantial Performance
- PDF files for Contract As-Builts
- PA Co. #42

To: Reimbursable Expenses

Prints: In house \$ 17.20

Mileage:

\$ 17.20

Subtotal \$ 892.20

H.S.T. 13% \$ 115.99

TOTAL \$ 1,008.19

HST #R889992855

TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Leswyn Road, Toronto, ON M6A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre

GLOBAL ARCHITECT INC.

INVOICE

Date: February 1, 2011

Invoice No: 11-190

Payable upon receipt

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Project: 45,000±Rétail,+ Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: January 1 through January 31, 2011

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

17 Hours @ \$175.00/hour \$ 2,975.00

Services: Project administration

- Redline Permit drawings
- CA - review Cllam, SI #28
- Progress payment 26 & 27
- Change orders 43, 44, 45, & 46
- CA - elevator

To: Reimbursable Expenses

Prints: In house \$ 22.40

Prints: Reproduce w/o 594195 \$ 339.05

\$ 361.45

Subtotal \$ 3,336.45

H.S.T. 13% \$ 433.74

TOTAL \$ 3,770.19

HST #R889992855

TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Leswyn Road, Toronto, ON M6A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre

GLOBAL ARCHITECT INC.

INVOICE

Date: March 18, 2011

Invoice No: 11-208

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Terms: Payable upon receipt

Project: 45,000± Retail, + Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: February 1st through March 6, 2011

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

20 Hours @ \$175.00/hour \$ 3,500.00

Services: Project administration

- Final General Review

- Change Orders, 47, 48 & 49

- Site review

- Progress Payment #27

- CA - review change orders

- Review manuals & warranties

To: Reimbursable Expenses

Prints: In house \$ 27.80

Mileage: 80 km @ \$.60/km \$ 48.00

\$ 75.80

Subtotal \$ 3,575.80

H.S.T. 13% \$ 464.85

TOTAL \$ 4,040.65

HST #R889992855

TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All Inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Leswyn Road, Toronto, ON M8A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre

GLOBAL ARCHITECT INC.

INVOICE

Date: April 29, 2011

Invoice No: 11-232

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Terms: Payable upon receipt

Project: 45,000±Retail, Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: March 7th through April 15, 2011

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

12 Hours @ \$175.00/hour \$ 2,100.00

Services: Project administration

- area certification for Condominium Documents

- Change Orders # 50 & 51

To: Reimbursable Expenses

Prints: In house \$ 10.40

Mileage:

\$ 10.40

Subtotal \$ 2,110.40

H.S.T. 13% \$ 274.35

TOTAL \$ 2,384.75

HST #R889992855

TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Leswyn Road, Toronto, ON M6A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre

GLOBAL ARCHITECT INC.

INVOICE

Date: June 30, 2011

Invoice No: 11-263

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Terms: Payable upon receipt

Project: 45,000±Retail, + Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: Apr.16th through June 30, 2011

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

5 ½ Hours @ \$175.00/hour

\$ 962.50

Services: Project administration

- Legal issues re Versa lien
- Meeting with client & lawyer
- Prepare manuals for English Prestige
- Review Versa claim for extras
- Review Court claim

To: Reimbursable Expenses

Prints: In house \$ 32.80

Courier: Purolator 11772106214 \$ 10.93

\$ 43.73

Subtotal \$ 1,006.23

H.S.T. 13% \$ 130.81

TOTAL \$ 1,137.04

HST #R888992855

TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Leswyn Road, Toronto, ON M6A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre

GLOBAL ARCHITECT INC.

INVOICE

Date: November 30, 2011

Invoice No: 11-343

2012241 Ontario Ltd.
c/o 470 Chrysler Drive, Unit 20
Brampton, ON
L6S 0C1

Terms: Payable upon receipt

Project: 45,000±Retail, + Medical & Office Bldg
Sunny Meadow & Peter Robertson
Brampton

Our Project No: 05-41

Attention: Mr. Ravi Chahal

To: Architectural Services

For Services Performed: through November 25, 2011

ADDITIONAL TO CONTRACT - Administration Fees

Mr. Joe De Cicco

7 Hours @ \$175.00/hour \$ 1,225.00

Services: Project administration

- Confirmation letters - Condo registration
- Information for lawyers
- Schedule G - Condo Documents
- Final Letters
- Instructions to Banerjee for Condo Docs

To: Reimbursable Expenses

Prints: In house \$ 18.40

Prints: Reproduc w/o 943376 \$ 47.87

\$ 66.27

Subtotal \$ 1,291.27

H.S.T. 13% \$ 167.87

TOTAL \$ 1,459.14

HST #R889992855

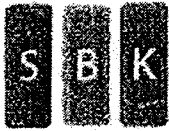
TERMS: DUE UPON RECEIPT - ACCOUNTS OVER 30 DAYS ARE SUBJECT TO A CHARGE OF 1% PER MONTH

All inquiries or questions concerning this invoice are to be directed to the Project Manager. Should no contact be made regarding this invoice within the next ten (10) days, this invoice will be considered acceptable and duly payable.

6 Laswyn Road, Toronto, ON M6A 1K2 Tel: 416-256-4440 Fax: 416-256-4449 Email: sandyp@global-architect.com Web: globalarchitect.ca



Member / Membre



STRYBOS BARRON KING
LANDSCAPE ARCHITECTURE

PRINCIPAL PARTNERS
MATHIEU STRYBOS, OALA, CSEA
BRYN BARRON, OALA, CSEA, IA
JOHN R KING, IONIA
ASSOCIATE
ALISTAIR JOHNSTON, LOMFA, ISA
SALVATORE VIOLA, OALA, CSEA

INVOICE

2012241 Ontario Ltd.
470 Chrysler Drive, Unit 20
Brampton, ON L6S0C1
Attention: Ravi Chahal

Invoice ID: 15803
Invoice Date: 30-Dec-2011
Project ID: 3185
PO Number

PROJECT

Medical Building
Sunny Meadow Blvd.
Brampton, Ontario

DESCRIPTION OF SERVICES:

Landscape Architectural Services:
- site inspections
- deficiency reports

FEES:

Contract Manager	3 Hrs.	\$110.00	\$330.00
Senior Landscape Technologist	7 Hrs.	\$100.00	\$700.00
			\$1,030.00

Disbursements:

\$60.50

Sub-Total: \$1,090.50
13% H.S.T. \$141.77
TOTAL: **\$1,232.27**

Please make cheque payable to: **STRYBOS BARRON KING LTD.**

167 Reg #19503 8045 R10001

Terms: Net 30 days - overdue accounts are subject to a charge of 1.5% per month/13% per annum

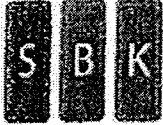
STRYBOS BARRON KING LTD.

5773 HURONTARIO STREET SUITE 320, MISSISSAUGA, ONTARIO L4R 1G5 T: 416.695.4949 F: 905.752.3181 WWW.STRYBOS.COM

Invoice ID 15803
Invoice Dat 30-Dec-2011
Project ID 3185
PO Number

Disbursement Details

Expense Date	Expense	Description	Amount
12/7/2011	Travel		\$38.50
12/21/2011	Travel		\$22.00
Total:			<u>\$60.50</u>



STRYBOS BARRON KING
LANDSCAPE ARCHITECTURE

PRINCIPAL MATHIEU STRYBOS, OALA, CSLA
PARTNERS BRYN BARRON, OALA, CSLA, ISA
 JOHN R. KING, LORTA
 ALISTAIR JOHNSTON, LDHTA, ISA
ASSOCIATE SALVATORE VIOLA, OALA, CSLA

December 22, 2011

2012241 Ontario Ltd
470 Chrysler Drive
Unit 20
Brampton, Ontario
L6S 0C1
Attention: Ravinder Chahal

Re: **Sunny Meadow Medical Centre**
 SBK Project No.: 3185

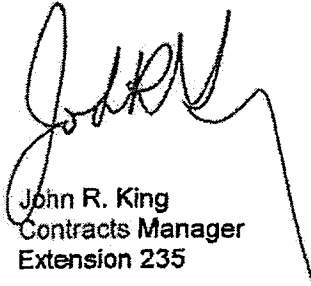
Dear Mr. Chahal,

As requested we have attended the above noted site for an inspection of landscape works. We are now prepared to issue the Certification of Landscape and Fencing Works; however, it is our company policy to not release final certificates until payment has been received for our final invoice.

Attached you will find, our invoice #15803 in the amount of \$1,232.27.

If you require any further information, please do not hesitate to contact me.

Yours truly,
STRYBOS BARRON KING LTD.



John R. King
Contracts Manager
Extension 235

STRYBOS BARRON KING LTD.

5770 HURONTARIO STREET, SUITE 320, MISSISSAUGA, ONTARIO L5R 3G5 T: 416.695.4949 F: 905.712.3107 WWW.STRYBOS.COM

SCHAEFFER DZALDOV BENNETT LTD.
 64 JARDIN ROAD, UNIT 1
 CONCORD, ONTARIO L4K 3P3
 (416) 987-0101 FAX (905) 761-0119

STATEMENT AS OF
 Feb 07, 2012

CUSTOMER NO. 937-41

Ira Smith
 c/o Ira Smith
 167 Applewood Cres. - Suite 6
 Concord, Ontario
 L4K 4K7

Tel: (905) 738-4167
 Fax: (905) 738-9848

INVOICE NUMBER	DATE	**	JOB NO.	DESCRIPTION	AMOUNT	PAYMENTS	BALANCE
19521	12 20 11	IN	09-181-0309-181-03		2,873.03		2,873.03
19522	12 20 11	IN	09-181-0009-181-00		2,532.90		5,405.93
19523	12 20 11	IN	09-181-0409-181-04		2,656.32		8,062.25

BALANCE DUE 8,062.25

CURRENT	30 Days O/Due	60 Days O/Due	90 Days O/Due	Over 90 Days
0.00	8,062.25	0.00	0.00	0.00

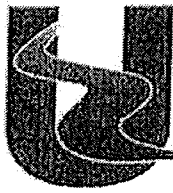
** BF - BALANCE FORWARD CA - CASH PAYMENT CN - CREDIT NOTE
 IN - INTEREST CHARGE IN - INVOICE AD - ADJUSTMENT

THANK-YOU FOR YOUR PROMPT
 ATTENTION TO THIS ACCOUNT

APPENDIX C

Attached herewith are Items Requiring Completion Letter.

STORM WATER MANAGEMENT
ITEMS REQUIRING
COMPLETION



Urban Watershed Group Ltd.

15955 Airport Road, Suite 304, Caledon East ON. L7C 1H9 • urbanwater@grnland.com

October 27, 2011

Job No. 06-U-1900

2012241 Ontario Limited
470 Chrysler Drive, Unit 20
Brampton, ON L6C 0C1

Attention: Mr. R. Chahal

**RE: Sunny Meadows Medical Centre
Site Servicing, Grading and
Stormwater Management Certification
50 Sunny Meadow Blvd., Brampton**

Dear Mr. Chahal:

On November 4, 2010 we conducted an in depth inspection of the above noted property. The following is a list of tasks undertaken:

- As constructed elevations were surveyed throughout the property on manhole and catchbasin tops as well as surface grades and finished floor elevations.
- A visual inspection of the grading was conducted.
- Roof drains were inspected to ensure installation was completed.
- All Manholes and Catchbasins were opened and inspected to determine if they meet the City of Brampton or OPSD specifications.

A number of deficiencies were noted in our letter to you dated November 4, 2010. Since then a number of repairs were undertaken and on October 27, 2011 we returned to the site to determine whether the site could be certified.

The inspection of October 27, 2011 yielded the following deficiencies:

Items Requiring Completion

- 1) Hydrant has been installed as requested however fill is required around the hydrant. This area to be restored with topsoil and sod/seed.
- 2) CBMH 5 - Top step is loose and is to be secured.
- 3) Subdrains - Confirm whether all subdrains have been installed per Sewer Note 10 on drawing.
- 4) MH2 - Manhole in the planting bed was exposed as requested. Upon inspection it was noted that the moduloc requires parging and a step is to be added.
- 5) MH3 - First step 27" below grade, add steps as required to meet OPSD standards.
- 6) CBMH4 - A catchbasin top is required, First step is 30" below grade, add steps as required to meet OPSD standards.
- 7) 200 V&B - Remove debris covering valve nut.

A Member of the GREENLAND Group

Land Development Engineering, Site Servicing Design, Water Resources, Stormwater Management

- 8) Restore all disturbed grassed areas within the Sunny Meadows and Peter Robertson Boulevard right of ways with 150mm topsoil and sod/seed.
- 9) Lockstone walkway along south and east face of building appears higher than the finished floor and should be lowered to ensure drainage does not enter building.
- 10) The sidewalk where it connects to the municipal sidewalk at the north end of the building is cracked and should be repaired as it will become a trip hazard.

Based upon the as built grades the as constructed stormwater detention and the overland flow route appear to be within acceptable standards. Six (6) roofdrains have been installed with 1 weir each in accordance with the drawings.

Based upon the October 27, 2011 inspection we have noted a number of deficiencies however these in many cases are more of a maintenance concern and the intent of the original design has been met. We require your commitment to undertake all outstanding repairs in a timely fashion following certification. In addition our account with you needs to be paid along with fees associated with this latest inspection which we anticipate to be in the order of \$350.00. Once these terms have been met our certification will be released.

We trust that you shall find the foregoing satisfactory. Please do not hesitate to contact the undersigned should you have further questions or concerns.

Yours truly,
Urban Watershed Group Limited



Per: Peter J. Ellis, CET
Principal

(905) 584-1458, Ext. 235 Phone
(905) 584-1461, Fax

APPENDIX D

Attached herewith are estimated costs, that have been provided to date, in order to obtain documents, time lines to obtain documents and amounts of Invoices/Statements submitted by consultants.

2012241 Ontario Limited, 50 Sunny Meadow Blvd., Brampton

Estimated costs provided to date in order to obtain documents, time lines to obtain documents and amounts of invoices/statements submitted by consultants
(February 15, 2012)

No.	Task	Cost	Time	Comments
1	Obtain Architect's Certification of Site Plan works letter. (Site Plan Compliance Review)	\$1,100.00 + disb & HST	1 day	Global Architect will complete review and provide certification for 1,100 + disb & HST but submitted invoices totaling 13,799.86. See No. 2.
2	Record drawings (Architectural and Structural) received.	\$13,799.86	n.a.	Global Architect provided Record Drawings. Joseph DeCicco, of Global Architect, submitted Inv. #11-343, in the amount of \$1,459.14, that was issued to the Debtor previously in regard to the Record Drawings. He also submitted the following outstanding invoices that were previously provided to the Debtor - Inv. #11-263 (\$1,137.04), Inv.#11-232 (\$2,384.75), Inv.#11-208 (\$4,040.65), Inv.#11-190 (\$3,770.19), Inv.#10-179 (\$1,008.19) relating to Additional to Contract - Administration Fees. Total outstanding balance \$13,799.86
3	Obtain Landscape Architects' Certification letter. (Site Plan Compliance Review)	\$1,232.27	1 day	John King, of Strybos Barron King Landscape Architect submitted, Inv. #15803, in the amount of \$1,232.27.

No.	Task	Cost	Time	Comments
4	Obtain Structural Certification of Masonry Wall letter. (Site Plan Compliance Review)			<p>Architect indicated that the Structural Certification of Masonry Wall letter should have been issued by the general contractor's subcontractor's engineer. We will attempt to obtain a certification from subcontractor's engineer.</p> <p>As the general contractor is in the process of liening the property and it could be difficult to obtain the Certificate from the trade, we have contacted the Landscape Architect to find out what would be involved in having them provide certification. They indicated that they can have a structural engineer undertake a review but as they were not present when the footings were placed they can not comment on soils or footing depths. If needed, they could excavate to inspect footings and confirm soil conditions but this would be expensive. We will search for inspection reports, if available, that were associated with the masonry wall footing.</p>
5	<p>Construction to be completed:</p> <p>i) Upon City's Site Plan Compliance Review there might be deficiencies that require remediation.</p>			<p>City review to be conducted following receipt by City of Brampton of Certificate letters. City's deficiency list unknown at this time.</p>
	<p>ii) Storm Water Management Items Requiring Completion (Urban Watershed Group's October 27, 2011 deficiency list.)</p>			<p>Contacted site servicing consultant. Peter Ellis, of Urban Watershed, indicated that deficient items listed within their Storm Water Management letter were not repaired. They are providing a fee proposal to prepare a budget to complete the deficient items listed within Urban Watershed's Stormwater Management letter dated October 27, 2011. Depending on magnitude may bid this work.</p>

No.	Task	Cost	Time	Comments
6	Surveyors to complete surveying work.	\$1,900.00 + Disb. & HST	2 or 3 wks.	<p>a) Registration process - Ophir Dzalov, of Schaeffer Dzalov Bennett, provided a budget of \$1,900 + disb. & HST to complete the registration process. He submitted a statement denoting 3 previous invoices (Inv# 19521, Inv# 19522, Inv# 19523) as outstanding, totaling \$8,062.25. Ophir advised it would take 2 or 3 wks to finalize the plans. b) Hydro Easement - We were provided with an e-mail dated January 10, 2012 denoting Hydro One Brampton signed an acknowledgement and direction & associated easement documents that granted Hydro easement rights over Part 3 & 4 Plan 43R33711. Mr. Dzalov advised that they will have to work on the easement as well but the \$1,900.00 budget should be adequate unless Hydro One Brampton requires something further.</p>
7	Lawyer to complete the commercial condominium registration.	\$5,000.00 + Disb. & HST	to be determined	<p>Blaney McMurtry LLP has provided a preliminary budget at this time. They have advised what the they would need to ask for further documentation, particularly after making enquiries regarding status of clearances/completion of construction/site plan works. Once further information is collected they can provide a proper estimate of costs and timing to complete the commercial condominium registration and closings (and release of development security).</p>

FIRM CAPITAL MORTGAGE FUND INC.

2012241 ONTARIO LIMITED

- and -

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

**SECOND SUPPLEMENT TO FIRST REPORT
OF THE RECEIVE DATED JUNE 18, 2012**

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
Scotia Plaza, 40 King St. W.
Toronto, ON
M5H 3Y4

John D. Marshall (LSUC# 16960Q)

Tel: (416) 367-6024

Fax: (416) 361-2763

Lawyers for Receiver Deloitte & Touche Inc.