

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

BETWEEN:

THE TORONTO- DOMINION BANK

Applicant

-and-

**1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 111 KING STREET EAST
INC., 504 JARVIS INC., and SOUTHLINE HOLDINGS INC.**

Respondents

RESPONDING APPLICATION RECORD

March 1, 2023

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TAB 1

Court File No.: CV-23-00693494-00CL

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Respondents

RESPONDING AFFIDAVIT OF DOUGLAS WHEELER

1. I am the principal and sole director of each of the respondents. As such, I have knowledge of the matters set out in this affidavit.
2. I affirm this affidavit in response to the Toronto-Dominion Bank (“**TD**”)’s application to appoint a receiver over the real property at 315-317 Queen Street East (the “**Property**”) as well as the other property owned by the respondents.
3. I believe that a receiver is not necessary or appropriate for the following primary reasons:
 - (a) TD is extremely well-secured;
 - (b) the immediate sale of the Property (without first severing the courtyard) would be highly prejudicial to the adjacent property that I own, which property is zoned for a 144-unit residential tower as explained below; and

(c) the Property is an event venue which is fully booked with weddings and other events this coming spring and summer. Those booked events would be jeopardized – and innocent third parties would be prejudiced – if a receiver takes over the operation of the Property.

4. Instead of appointing a receiver, it is most appropriate that the respondents are given additional time to either (i) sever the courtyard and then sell the Property, or (ii) sell the Property together with the adjacent development property. As described in more detail below, the Property is currently listed for sale under either of these two options.

A. Background

5. Through the respondents and other entities, I have several decades of experience in business and real estate investing. My companies have a long-time banking relationship with TD.

6. The respondent 1175484 Ontario Inc. (“**117 Inc.**”) owns the Property, which is the site of a historic church built in 1871 that has been operating for 26 years as an event venue (the “**Berkeley Church**”).

7. The events and catering business at the Berkeley Church is operated through the respondents 1871 Berkeley Events Inc., 111 King Street East Inc., and other related parties (collectively known as “**Berkeley Events**”), which I own.

8. Berkeley Events employs 20 full-time employees and over 80 part-time workers.

9. Berkeley Events has a busy upcoming events schedule for the spring and summer of 2023. Between March 1, 2023 through October, 2024, we have 105 events booked at

the Berkeley Church and other venues serviced by Berkeley Church's kitchen. At the Berkeley Church alone, between March 1 and August 30 of this year, there are 15 weddings and 2 corporate/institutional events booked.

10. The wedding and event industry has finally begun to emerge from an extraordinarily difficult pandemic era. The significant ramp up in events should finally allow Berkeley Events to generate profit again and service the loan while efforts continue to sell the Property.

11. Moreover, while I have no insight into any of our clients' specific situations, I am aware that many couples have experienced significant hardship associated with finding and booking a place to hold their wedding. The appointment of a receiver will almost certainly result in the cancellation of the events currently booked. That would be an extremely disappointing and unnecessary outcome for our clients.

B. The loans and the security

12. I have reviewed the affidavit of Kathryn Furfaro sworn February 2, 2023 (the "**Furfaro Affidavit**"). Her description of the loans at issue in this proceeding is generally accurate subject only to the following caveat.

13. Of the approximately \$10.4 million in indebtedness outstanding, \$1.5 million was lent pursuant to the federal government's Highly Affected Sectors Credit Availability Program ("**HASCAP**"). According to its website, "HASCAP loans are for small and medium-sized businesses that have seen their revenues decrease by 50% or more due to COVID-19 and the global pandemic."

14. The HASCAP program is integral to the Business Development Bank of Canada (“**BDC**”) providing financial institutions (in this case, TD) with a guarantee for loans that the financial institutions make to business which were severely affected by the pandemic. Attached as **Exhibit “A”** is a screenshot from HASCAP’s website which summarizes the basic structure of the program.

15. The respondents qualified for HASCAP loans given the significant decline in their revenue. In early 2021, the respondents obtained HASCAP loans from TD in the principal amount of \$1.5 million to be used as an operating facility (collectively, the “**HASCAP Loan**”).¹ Consistent with the structure of the program, the HASCAP Loan was secured by a guarantee from BDC.

16. Attached as **Exhibit “B”** is a copy of the loan amending agreement dated April 22, 2021 which amended the existing credit facility by establishing the HASCAP Loan. Attached as **Exhibit “C”** is a copy of a further amending agreement dated April 21, 2022 which amended the HASCAP Loan by adding a further facility of \$250,000 to the HASCAP Loan.

17. At all times, it was my understanding that the BDC guarantee was the sole security for the HASCAP loans guaranteed by BDC i.e. that the existing mortgage on the Property and the other security granted by the respondents to TD would not apply to the HASCAP loan.

¹ Of this amount, \$1 million was borrowed by 1871 Berkeley Events Inc. and \$250,000 was borrowed by each of 111 King Street East Inc. and 117 Inc.

18. The April 21, 2022 amending agreement provides as follows:

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

A) HASCAP Guarantee granted by the Business Development Bank of Canada to the Bank – To be Obtained

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

19. The absence of any reference in this section to mortgage or other security was consistent with my understanding that the mortgage did not apply to this facility. This is consistent with a verbal discussion I had with Livan Ferguson – a Credit Writer at TD and one of the individuals at TD responsible for managing the respondents' accounts – in or around September 26, 2022 whereby he confirmed that the BDC guarantee was the sole security applicable to the HASCAP Loan.

C. TD is well-secured

20. According to TD, the total indebtedness was approximately \$10.4 million as at October 27, 2022.

21. The Property is worth far more than the amount of TD's debt.

22. In the fall of 2022, I caused 117 Inc. to engage Avison Young Valuation & Advisory Services LP ("**Avison Young**"), a well known and experienced real estate firm, to conduct an appraisal of the Property.

23. Avison Young produced an appraisal report dated September 29, 2022, which is attached as **Confidential Exhibit “D”** to this affidavit and which appraised the Property as of September 16, 2022 (the **“Avison Young Appraisal”**).

24. The respondents intend to seek a redaction of the commercially sensitive details of the Avison Young Appraisal so as not to prejudice the existing listing of the Property.

25. However, it is clear that the appraised value of the Property is many millions of dollars more than the total amount of TD’s debt against all respondents.

26. TD is aware of the Avison Young Appraisal as the respondents’ lawyers delivered a copy of the appraisal to TD’s lawyers on February 9, 2023.

D. The Property is part of a broader development site

1. Background

27. Next door to the Property is 301-311 Queen Street E., Toronto (the **“Adjacent Property”**). The Adjacent Property is technically two parcels of land. Each parcel is owned by a corporation which I wholly own.

28. The Adjacent Property is currently the site of another event venue operated by Berkeley Events called the Berkeley Fieldhouse.

29. In 2016, 117 Inc. and other entities related to Berkeley Events (together, the **“Developers”**) jointly filed an application for zoning amendments and other related approvals for a substantial development of the Adjacent Property into a 144-unit residential condominium tower above a podium with office-retail use (the **“Development Project”**).

30. I have assembled a sophisticated and experienced roster of development professionals to assist the Developers. Goldberg Group is our planner; BDP Quadrangle is our architect; Alan Heisey of Papazian Heisey Myers LLP is our legal counsel; and Harvey Kalles Real Estate Ltd. ("**Harvey Kalles**") and Colliers Macauley Nicolls Inc. ("**Colliers**") are our real estate agents and advisors.

31. On August 2, 2022, the Ontario Land Tribunal (the "**OLT**") granted zoning approval and the Development Project is now ready to proceed. A copy of the OLT's decision is attached as **Exhibit "E"** (the "**OLT Decision**").

32. The Adjacent Property has an appraised value in the mid-\$30 millions (although we are seeking confidential treatment of this document as the property is already listed for sale) and has a registered first mortgage of \$20.2 million in favour of Equitable Bank ("**Equitable**"). A copy of an appraisal from Avison Young dated April 5, 2022 is attached as **Confidential Exhibit "F"**. This was at a time when the Local Planning Appeal Tribunal ("**LPAT**") – the predecessor to the OLT – had issued a conditional approval of the project but before the OLT Decision in August, 2022 granting final approval.

33. As noted at page 3 of this appraisal:

The market value concluded herein is based on the LPAT-approved development statistics as described herein. We understand that the Final Order from LPAT and a firm and binding Zoning By-law Amendment remains to be finalized with the City of Toronto. Should the finalized development statistics be more or less than described herein, the value concluded should be adjusted.

34. The appraisal does not expressly consider what the value of the lands would be on an as-is basis (i.e. in the absence of the Development Project).

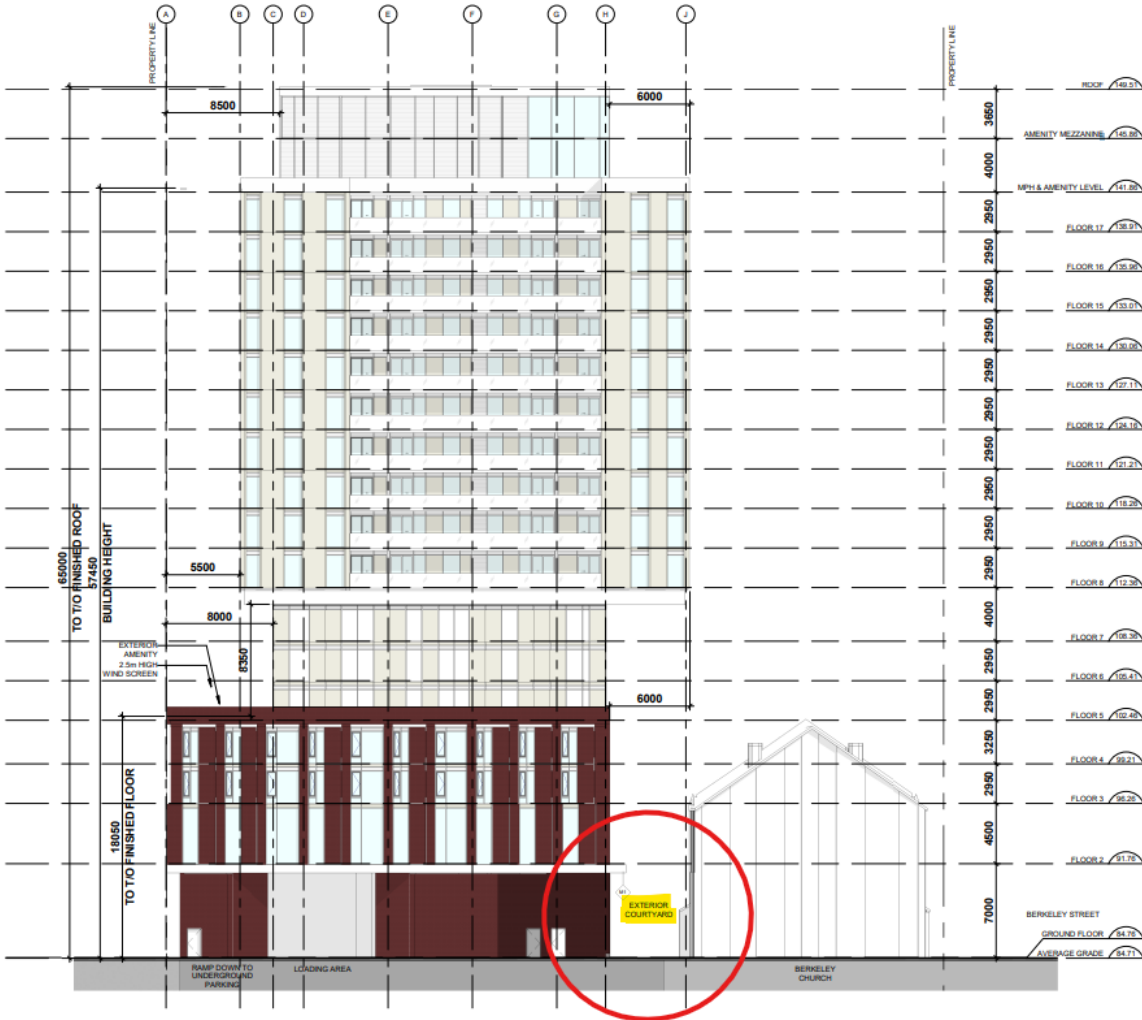
2. The Development Project needs the Property's courtyard

35. Critically, the Development Project, as approved and appraised, involves the use of the courtyard adjacent to the Church and which forms part of the Property (and not the Adjacent Property) (the "**Courtyard**").

36. In other words, in order for the Development Project to proceed, the Courtyard needs to be severed from the Property and conveyed to any purchaser of the Development Project.

37. The interrelationship between the Property and the Development Project is evident on the face of the OLT Decision and the municipal bylaws appended to it, both of which refer to the project as "301-317 Queen Street East" – that is, encompassing both the Property (315-317 Queen Street East) and the Adjacent Property (301-311 Queen Street East).

38. The role of the Courtyard in the overall development is further illustrated by the following excerpt from the architectural plans, which show the proposed tower overhanging the space marked as "Exterior Courtyard":



39. A copy of the complete architectural plan is attached as **Exhibit “G”**.²

3. Status of the Development Project

40. The OLT Decision granting the zoning amendments contemplated that the Developers would proceed to enter into a “section 37 agreement” with the City of Toronto to govern the terms of the Developers’ community contributions under section 37 of the *Planning Act*.

² The highlighting and markup in the above excerpt is added here for illustrative purposes.

41. However, I understand that the OLT Decision remained appealable for one month following its issuance. Additionally, a Toronto city election occurred on October 24, 2022. As such, the progress of the Development Project was on hold for several months while we awaited any possible appeals from interested parties as well as the outcome of the election. There was no appeal of the OLT Decision.

42. The City of Toronto requires any “section 37 agreement” to be registered in first position on title to the lands. This has created a temporary bottleneck in the progress of the project given a tax issue that arose in late 2022.

43. Specifically, 117 Inc. is indebted to the Canada Revenue Agency (“**CRA**”) in the amount of \$252,937.69. I understand that this indebtedness is secured by a statutory deemed trust which is effectively in first position on the Property. Therefore, because the City of Toronto requires the section 37 agreement to be registered in first position, it cannot be registered until the indebtedness to CRA is repaid (although the agreement has been prepared and is ready to be registered).

44. I attempted to address this problem using funds on deposit at TD, but TD refused to cooperate (in my view wrongfully). Specifically, the respondent 1871 Berkeley Events Inc. holds a term deposit in the amount of approximately \$365,000, as evidenced by the account statement attached as **Exhibit “H”** (the “**Term Deposit**”). In October, 2022, CRA issued a Requirement to Pay to TD respecting the tax indebtedness, a copy of which is attached as **Exhibit “I”**. I understood and expected that TD would comply with the Requirement to Pay by applying the Term Deposit towards the tax indebtedness. In fact,

I specifically made this request in an email to TD dated October 25, 2022, a copy of which is attached as **Exhibit “J”**. In that email, I wrote:

Further to my email yesterday, would you please pay the CRA the demand amount of \$252,357.69 from our TD segregated account balance of \$361,726.41. This payment demand from CRA will allow the registration of our Section 37 agreement. This will add value to the Church property (1175484 Ontario Inc.) which TD bank holds the mortgage on.

45. TD refused to comply with this request, apparently on the basis that 117 Inc. was in default of its loan with TD at the time and/or on a technical interpretation of the CRA Requirement to Pay based on the fact that the owner of the Term Deposit was 1871 Berkeley Events Inc., and not the tax debtor 117 Inc.

46. In my view, TD’s position is unfounded given that TD’s own error is the only reason that 117 Inc. is not listed as a co-owner of the Term Deposit. Both 1871 Berkeley Events Inc. and 117 Inc. are co-borrowers on all TD facilities and were intended to be listed as the co-owners of the Term Deposit as well. Had TD properly implemented this arrangement, then the CRA Requirement to Pay would have applied to the Term Deposit and the current bottleneck would have been cleared by now.

47. TD’s refusal to pay off the CRA indebtedness has also prevented the Developers from obtaining a severance of the courtyard because this cannot occur until the section 37 agreement has been registered.

48. In turn, therefore, neither the Property nor the Development Site can be sold until the severance has been completed (for reasons addressed in more detail below).

49. In any case, I have other resources available to fund ongoing obligations, and I am in active discussions regarding a potential refinancing of the Property with Equitable and other lenders. In the meantime, the Property is in good standing on its municipal taxes as demonstrated by the certificate attached as **Exhibit “K”**.

E. Efforts to sell the Property and/or the Development Project

50. In January, 2023, I caused 117 Inc. to instruct its real estate brokers, Colliers and Harvey Kalles, to list both the Property and the Development Site for sale on MLS.

51. Essentially, there are two options for selling these properties in a manner which will preserve the substantial value associated with the current zoning approvals for the Development Project: either the two properties can be sold together (in which case there is no need to complete the severance of the Courtyard before completing the sale) or, the Property can be sold on its own provided that the severance is completed first.

52. In other words, selling the Property on a standalone basis without first severing the Courtyard is not a commercially reasonable option because it would effectively render the Development Project non-viable in the form it has been approved.

53. Accordingly, I am marketing the Property and the Development Project in a manner which will ensure that the ongoing viability of the project is preserved. Attached as **Exhibit “L”** is a term sheet prepared by my lawyers summarizing the various options for selling the lands, which we are providing to prospective purchasers. Copies of the listings for the Property and the Development Project are attached as **Exhibit “M”** and **“N”**. As is clear from the listing, the properties are being marketed consistently with the strategy set out

in the term sheet and as described above – for example, the listing for the Property notes that “part of Church Courtyard (20’ by 100’) not incl. in purchase price.”

54. As noted above, TD will be repaid out of the proceeds of any sale of the Property (whether on a standalone basis or together with the Development Project) subject to verifying the total amount of the indebtedness.

F. A receivership would frustrate the development site and prejudice third parties

55. I understand that receivers typically sell properties on an ‘as is’ basis and would not spend the time or money to first obtain the severance of the Courtyard. However, even if the receiver was inclined (and funded) to pursue the severance, it is not sensible for the receiver to begin those efforts anew since I have already assembled an excellent development team which is already well apprised of, and taking steps to pursue, the necessary steps.

56. As noted above, failing to obtain the severance of the Courtyard would have highly irrational and prejudicial consequences to a host of third parties:

- (a) not only would the 6+ year development process be wasted, but the market value of the lands comprising the Development Project would be severely impaired.
- (b) that scenario would likely be prejudicial to Equitable, which holds a first mortgage on the Adjacent Property in the amount of \$20.2 million. The Adjacent Property’s appraised value is entirely predicated on the viability of the Development Project. If the Property is sold by a receiver (without

severing the Courtyard), Equitable could suddenly find itself dramatically undersecured on the Adjacent Property (and could take enforcement steps against me and my companies);

- (c) If the Property is sold by a receiver, the 144 new homes which are approved to be built as part of the Development Project would be eliminated (in the context of a severe housing supply crisis facing the City of Toronto and its surrounding regions);
- (d) separate from any effects on the Development Project, if a receiver is appointed, then the events business will almost certainly stop operating. This would cause significant prejudice to the numerous brides and grooms whose weddings are booked at the Berkeley Church, all of whom will likely find themselves suddenly needing to secure a new wedding venue on short notice;
- (e) in addition to the negative effects on Berkeley Events' clients, a receivership would likely lead to a large-scale loss in employment among our 20 full time employees and 80 part time workers.

AFFIRMED remotely by Douglas Wheeler at the City of Toronto, in the Province of Ontario, before me on this 1st day of March, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Commissioner for Taking Affidavits

Daniel Rosenbluth 71044U

DOUGLAS WHEELER

This is Exhibit "A" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



Highly Affected Sectors Credit Availability Program (HASCAP Canada) (<https://hascap.ca/>)

The HASCAP Loans program is designed to provide guaranteed, low interest, loans between \$25,000 to \$1 million to Canadian small businesses that were heavily impacted by COVID-19.

Last updated: Apr 7, 2022

Rejected or not eligible for HASCAP?

We've found funding alternatives that can serve COVID impacted businesses. Select the option that best describe your funding preference:

I need funding with higher approvals
(https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic)

I need funding for restaurants
(<https://hascap.ca/restaurant-relaunch/>)

I need funding up to \$300k
(https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic)

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1. Rejected or not eligible for HASCAP?
2. What is the HASCAP loan?
3. Am I eligible for a HASCAP loan?
4. Why does HASCAP exist?
5. Frequently Asked Questions on HASCAP
6. Other resources and links

What is the HASCAP loan?

HASCAP loans are for small and medium-sized businesses that have seen their revenues decrease by 50% or more due to COVID-19 and the global pandemic.



Up to \$1 million in funding

The guaranteed loans amounts range from \$25,000 to \$1 million to cover operational cash flow needs for your business.



Guaranteed loans

The funds are guaranteed by the Canadian government through BDC (<https://www.bdc.ca/en/special-support/hascap>), the Business Development Bank of Canada.



Low-interest and flexible terms

Businesses can benefit from a 4% interest rate and a repayment term of up to 10 years. In addition, up to a 12-month postponement of principal payments at the start of the loan.



Where to apply for a HASCAP Loan

You should consult with your primary financial institution for your business. You can apply at one financial institution only. We've put together a convenient list for you here (<https://hascap.ca/hascap-loans/>).

If you require additional funding or are you ineligible for HASCAP, On Deck (https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic) can help with flexible funding options from \$5k to \$300k. Submit a quick application today (https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic) without affecting your credit score.

Am I eligible for a HASCAP loan?

The eligibility criteria are established by the Government of Canada. Based on these requirements, your primary financial institution will determine whether you qualify for this program.

Your business is Canadian based.

Your business must have been financially stable and viable prior to the current economic situation.

You must have received payments either from the ~~Canada Emergency Wage Subsidy (CEWS)~~ (<https://www.canada.ca/en/revenue-agency/services/subsidy/emergency-wage-subsidy.html>) or the ~~Canada Emergency Rent Subsidy (CERS)~~ (<https://www.canada.ca/en/revenue-agency/services/subsidy/emergency-rent-subsidy.html>) by having demonstrated a minimum 50% revenue decline for at least 3 months* within the 8-month period prior to the date of the HASCAP Guarantee application.

If your business does not qualify for CEWS and CERS, but otherwise meets all HASCAP eligibility criteria, you must provide 3 months* of financial statements, that shows monthly year-over-year revenue decreased by at least 50% within the 8-month period prior to the date of the HASCAP Guarantee application.

* Does not necessarily need to be consecutive months.

The loan will be used to continue or resume operations.

The loan cannot be used to pay or refinance existing loans.

You can apply for a loan under the HASCAP Guarantee for each legal entity you own, up to a maximum combined amount of \$6.25 million (all legal entities combined).

*

Other conditions may also apply.

Not eligible for HASCAP or need additional funding?

While the Government of Canada has offered many COVID-19 relief options, some small businesses may need additional funding assistance. We suggest reviewing the following Canadian Small Business Loan programs:



Summary:

- Funding between **\$5k to \$300k**
- **Fixed terms** or **pay when you get repaid**
- **Simple and clear** minimum requirements
 - Funding **as soon as same day**
- **A+ Rating** with the Better Business Bureau

[Learn more →](#)

Last updated: Dec 6, 2021. Funding programs will be updated regularly.

Why does HASCAP exist?

“We know that businesses in tourism, hospitality, travel, arts and culture have been particularly hard-hit,” Finance Minister Chrystia Freeland said in her speech to the House of Commons when the program was first announced in the Fall economic Statement.

“The highlight of the new support for hard-hit industries is the creation of the Highly Affected Sectors Credit Availability Program, or HASCAP, which is aimed at sectors such as tourism and hospitality, hotels, arts and entertainment...The government says it will work with financial institutions to offer “100 percent government-guaranteed financing for heavily impacted businesses, and provide low-interest loans of up to \$1 million over extended terms, up to ten years.”

NATIONAL POST (NOV 30, 2020)

It is important to clarify that this website is not the official government website. It was assembled as the creators were also struggling as operators of a highly-impacted travel-related company and we found limited information was available about HASCAP Loans and the HASCAP program.

Please share this site with those in travel, tourism, arts and culture... be they restaurants, hotels, attractions, museums, cultural institutions who may find this program a welcome relief. Let’s build back Canada better.

Frequently Asked Questions on HASCAP

What Businesses Are Deemed to be ‘Highly Affected’?

HASCAP Loans are targeted to those businesses that have been highly-affected by COVID-19. The government has identified several sectors—like tourism, hospitality, arts and culture.

However, all research done by this website cannot unearth businesses that would not be eligible as long as you can meet the eligibility requirements. Contact your financial institution for more details.

Can I pay off debt with a HASCAP Loan?

No, you cannot use your HASCAP loan to pay off existing debt or refinance existing obligations. HASCAP Loans should be used to continue or resume operations.

Can I still receive a HASCAP Loan if I did not qualify for CEWS or CERS?

Yes. While the process appears to be easier if you have already qualified or received CEWS (Canada Emergency Wage Subsidy) or CERS (Canada Emergency Rent Subsidy), you may still be eligible for a HASCAP Loan.

If your business does not qualify for CEWS and CERS, but otherwise meets all HASCAP eligibility criteria, you must provide financial statements that reflect three months (not necessarily consecutive) in which monthly year-over-year revenue decreased by at least 50% within the eight-month period prior to the date of the HASCAP Guarantee application.

What is the goal of the HASCAP Loan program?

The goal of the HASCAP Loan program is to support highly-affected Canadian businesses who may have been ineligible for other government programs or otherwise more affected than other businesses.

The goal of HASCAP is to provide new support so Canadian businesses can weather this [COVID-19] storm and be ready for a robust recovery that will create jobs and strengthen the middle class.

How much can I apply for under a HASCAP Loan?

HASCAP Loans are for CAD\$25,000 to \$1,000,000 and the amount eligible will depend on operational costs for the business.

The money is being loaned by the institution itself under a 100% guarantee from the Canadian government provides. The loans are being offered with flexible and competitive terms.

For those with multiple locations under one entity, up to \$6.26 million is available.

Does a HASCAP Loan need to be repaid?

Yes, HASCAP loans need to be repaid. The program provides loan guarantees to financial institutions and not grants. The program has promised eligible companies could receive up to a 12-month postponement on principal repayments at the start of the loan.

Repayment terms for eligible companies could be up to 10 years, giving businesses substantial time to recover and rebuild the Canadian economy.

What if my business is not eligible for HASCAP or need additional funding?

You may want to explore other financing options for small business loans. On Deck (https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic) can help with flexible funding options from \$5k to \$300k. You can find out if you're eligible for a loan without affecting your credit score. Submit a no-risk application (https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic) in just a few minutes.

We'll continue to identify, update, link to, and summarize assorted programs and Canadian Small Business Loans and other funding opportunities.

Still have questions?

Click here for the full HASCAP FAQs (<https://hascap.ca/hascap-faq/>).

Other resources and links

HASCAP Information
(<https://hascap.ca/hascap-loans/>)

Small Business Loans Info
(<https://hascap.ca/small-business-loans-in-canada/>)

Not eligible for HASCAP or need additional funding?

While the Government of Canada has offered many COVID-19 relief options, some small businesses may need additional funding assistance. We suggest reviewing the following Canadian Small Business Loan programs:

(<https://app.ondeck.ca/elending?>

[ls=hascaporg&utm_source=google&utm_medium=organic](https://app.ondeck.ca/elending?ls=hascaporg&utm_source=google&utm_medium=organic))

Summary:

- Funding between **\$5k to \$300k**
- **Fixed terms** or **pay when you get repaid**
- **Simple and clear** minimum requirements
 - Funding **as soon as same day**
- **A+ Rating** with the Better Business Bureau

[Learn more →](#)

Last updated: Dec 6, 2021. Funding programs will be updated regularly.

Share with others to help them get the assistance they need

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The content of this website is intended to provide a general guide and information on the HASCAP Guarantee and financial services available to Canadians. It is for informational purposes only. Specialist advice should be sought about your specific circumstances. Furthermore, this site uses cookies to monitor site performance and to provide you with a more responsive and personalized experience. By using this site, you agree to our use of cookies.

This is Exhibit "B" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



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 M4T 2T5
 Telephone No.: 416 944 4056
 Fax No.: (416) 961 3124

April 22, 2021

1871 BERKELEY EVENTS INC.

Attention: Doug Wheeler

Dear Mr. Wheeler,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated April 24, 2017 and the subsequent Amending Agreement(s) **dated March 26, 2019 and April 28, 2020**.

BORROWER

1871 BERKELEY EVENTS INC. (the "Borrower A")
 1175484 ONTARIO INC. (the "Borrower B")
 504 JARVIS INC. (the "Borrower C")
 SOUTHLINE HOLDINGS INC. (the "Borrower D")
 111 KING STREET EAST INC. (the "Borrower E")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Midtown branch, in Toronto, ON.

CREDIT LIMIT

- A9) CAD\$1,000,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility". ("Borrower A")
- B10) CAD\$250,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility". ("Borrower B")

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

A9, B10) **HASCAP Term Loan** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$

PURPOSE

A9, B10) To finance day-to-day business operating costs.

TENOR

A9, B10) Committed

**CONTRACTUAL
TERM**

A9, B10) The Contractual Term Maturity Date shall be 10 years from the date of drawdown

**RATE TERM
(FIXED RATE
TERM LOAN)**

A9, B10) The Rate Term Maturity Date shall be 10 years from the date of drawdown

AMORTIZATION

A9, B10) 10 years from the date of drawdown

**INTEREST RATES
AND FEES**

Advances shall bear interest and fees as follows:

A9, B10) **Committed Reducing Term Facility:**

- Fixed Rate Term Loans: 4.000% per annum.
- No fees described hereunder shall apply to this facility at any time

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

RENEWAL FEE

CAD\$2,500 per annum.

DRAWDOWN

Assigned Facilities	Description
A9)	Loan proceeds to be deposited into a restricted account under 1871 Berkeley Events Inc. This account has a full hold. Each month, we will reduce the hold to allow the Borrower to cover fixed expenses
A9, B10)	One-time drawdown to occur upon acceptance of this agreement by the Borrower and satisfaction of the disbursement conditions. Drawdown must occur within 30 days of acceptance of this Agreement by the Borrower. If drawdown is not completed within 30 days, the amount not drawn is cancelled. Amounts repaid may not be redrawn.
B10)	Loan proceeds to be deposited into a restricted account under 1175484 Ontario Inc. This account has a full hold. Each month, we will reduce the hold to allow the Borrower to cover fixed expenses

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

Assigned Facilities	Description
A9)	All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. For the first 12-months from the date of drawdown (the 'Moratorium'), the Borrower is required to pay interest only payments on a monthly basis. Following the Moratorium, the drawdown will be repaid in equal monthly blended payments of \$10,297.87. Any amounts repaid may not be reborrowed.
B10)	All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. For the first 12-months from the date of drawdown (the 'Moratorium'), the Borrower is required to pay interest only payments on a monthly basis. Following the Moratorium, the drawdown will be repaid in equal monthly blended payments of \$4,004.73. Any amounts repaid may not be reborrowed.

PREPAYMENT

Assigned Facilities	Description
A9, B10)	The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the Interest Rate Differential, being the amount by which: <ol style="list-style-type: none"> a. the total amount of interest on the amount of the prepayment using the interest rate applicable to this facility the Fixed Rate Term Loan being prepaid calculated for the period of time from the

prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds

b. the total amount of interest on the amount of the prepayment using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.

To be certain, Section 4 of Schedule "A" hereunder does not apply to this facility.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) Assignments - Miscellaneous - This Security Item has been Deleted/Discharged.
- b) Assignments - Miscellaneous - This Security Item has been Deleted/Discharged.
- c) Assignments - Miscellaneous - This Security Item has been Deleted/Discharged.
- d) HASCAP Guarantee granted by the Business Development Bank of Canada to the Bank – To be Obtained

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities	Description
--------------------------------	--------------------

- | | |
|----------|--|
| A9, B10) | BDC HASCAP Guarantee Online ID Form Confirmation. |
| A9, B10) | Calculation of the Borrower Group's maximum HASCAP loan exposure with TD. |
| A9, B10) | HASCAP Eligible Borrower's Representations and Warranties. |
| A9, B10) | Signed Letter Agreement and security and guarantees, each as required, to be on hand and in order. |
| A9, B10) | Signed Waivers from the Guarantor, as required. |

POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities	Description
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A9, B10)	Provide, and consent to the Bank providing to, Business Development Bank of Canada ("BDC") and the Government of Canada or its agents, all information and documents with respect to any matter relevant to your guarantee of the Customer's obligations under the HASCAP Term Loan provided by the Bank to the Customer. Such information, whether confidential or otherwise, may include, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history, business organization and other information. You acknowledge and agree that BDC and the Government of Canada or its agents may contact you to request, and you will provide, additional information and reporting as they deem reasonably necessary with respect to your guarantee of the Customer's obligations under the HASCAP Term Loan provided by the Bank to the Customer.
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NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

Assigned Facilities	Description
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A9, B10)	The Borrower will not provide any financial assistance, nor make any distributions without the prior written consent of the Bank. Distributions include, but not limited to repayment of shareholder/related party loans, and advances to shareholders/related parties.
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PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

Assigned Facilities	Description
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A9, B10)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%
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EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and

cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

Assigned Facilities	Description
A9, B10)	The Borrower fails to comply with any of the provisions of the HASCAP Eligible Borrower's Representations and Warranties provided by the Borrower to the Bank and the Business Development Bank of Canada ("BDC") (the "HASCAP Eligible Borrower's Representations and Warranties").
A9, B10)	The Borrower makes a false or misleading representation or warranty to the Bank or BDC, including any representation or warranty made by the Borrower in the HASCAP Eligible Borrower's Representations and Warranties.

REPRESENTATIONS AND WARRANTIES

In addition to the representations, warranties and covenants set out in the Agreement, the Borrower agrees to all the representations, warranties and covenants set out in the HASCAP Borrower's Representations and Warranties form.

LANGUAGE PREFERENCE

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

We ask that the Borrower sign and return the attached duplicate copy of this Amending Agreement to the Bank on or before **April 30, 2021** which is the date the amendments will come into force (the "Effective Date"). Notwithstanding the foregoing, the Borrower's continued use of the Credit Facilities or failure to repay the Credit Facilities in full after the Effective Date constitutes the Borrower's acknowledgement and acceptance of this Amending Agreement

ACCURACY OF INFORMATION

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

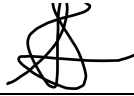
The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK



Strachan Bowland
Credit Writer



Livan Ferguson
Credit Writer

TO THE TORONTO-DOMINION BANK:

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 504 JARVIS INC., SOUTHLINE HOLDINGS INC., and 111 KING STREET EAST INC. hereby accepts the foregoing offer this _____ day of _____, 2____. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

Signature

Signature

Print Name & Position

Print Name & Position

Signature

Signature

Print Name & Position

Print Name & Position

Signature

Print Name & Position

This is Exhibit "C" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

2022 loan agreement
+ HASCAP

TD Commercial Banking

Midtown
2 St Clair Ave E Suite 500
Toronto, ON
M4T 2T5
Telephone No.: 416 944 4056
Fax No.: (416) 961 3124

April 21, 2022

1871 BERKELEY EVENTS INC.

Attention: Doug Wheeler

Dear Mr. Wheeler,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated April 24, 2017 and the subsequent Amending Agreement(s) dated March 26, 2019, April 28, 2020 and April 21, 2021.

BORROWER

1871 BERKELEY EVENTS INC. (the "Borrower A")
1175484 ONTARIO INC. (the "Borrower B")
504 JARVIS INC. (the "Borrower C")
SOUTHLINE HOLDINGS INC. (the "Borrower D")
111 KING STREET EAST INC. (the "Borrower E")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Midtown branch, in Toronto, ON.

CREDIT LIMIT

E11) CAD\$250,000 as reduced pursuant to the section headed "Repayment and Reduction of Amount of Credit Facility". ("Borrower E")

This facility has been added.

**TYPE OF CREDIT
AND BORROWING
OPTIONS**

E11) **HASCAP Term Loan (Single Draw)** available at the Borrower's option by way of:
- Fixed Rate Term Loan in CAD\$

PURPOSE

E11) BDC HASCAP Term Loan to finance day-to-day business operating costs.

TENOR

E11) Committed

CONTRACTUAL
TERM

E11) The Contractual Term Maturity Date shall be 120 month(s) from the date of drawdown

RATE TERM
(FIXED RATE
TERM LOAN)

E11) The Rate Term Maturity Date shall be 10 years from the date of drawdown.

AMORTIZATION

E11) 120 month(s)

INTEREST RATES
AND FEES

Advances shall bear interest and fees as follows:

- E11) **Committed Reducing Term Facility:**
 Fixed Rate Term Loans: 4.00% per annum or as determined by the Bank, in its sole discretion,
 - for the Rate Term selected by the Borrower, and as set out in the Rate and Payment Terms
 Notice applicable to that Fixed Rate Term Loan.

For all Facilities, interest payments will be made in accordance with Schedule "A" unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A".

Interest on Fixed Rate Term Loans under Facility #11 is compounded semi-annually and payable monthly in arrears.

EXCESS MONITORING FEE

The Borrower may, at the Bank's discretion, be charged an Excess Monitoring Fee of \$250.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

RENEWAL FEE

CAD\$2,500 per annum.

DRAWDOWN

Assigned Facilities	Description
E11)	<p>Single draw only. The HASCAP loan must be funded and drawn on the same business day as when (a) all disbursement conditions are satisfied; and (b) the loan is made available</p> <p>One-time drawdown to occur upon acceptance of this agreement by the Borrower and satisfaction of the disbursement conditions. Drawdown must occur within 30 days of acceptance of this Agreement by the Borrower. If drawdown is not completed within 30 days, the amount not drawn is cancelled. Amounts repaid may not be redrawn.</p>

Each drawdown under Facility #11 will be a "tranche" and each tranche will bear its own interest rate and repayment terms as set out in the Rate and Payment Terms Notice delivered by the Bank to the Borrower in respect of that drawdown.

Notice periods, minimum amounts of draws, interest periods and contract maturity for LIBOR Loans, terms for Banker's Acceptances and other similar details are set out in the Schedule "A" attached hereto.

**REPAYMENT AND
REDUCTION OF
AMOUNT OF CREDIT
FACILITY**

Assigned Facilities	Description
E11)	<p>All amounts outstanding will be repaid on or before the Contractual Term Maturity Date. For the first 12-months from the date of drawdown (the 'Moratorium'), the Borrower is required to pay interest only payments on a monthly basis. Following the Moratorium, the drawdown will be repaid in equal monthly blended payments of \$2,751.08. Any amounts repaid may not be reborrowed.</p>
E11)	<p>Interest-only option for up to 12-months ("Moratorium Period"). Blended Principal + Interest repayments thereafter at a fixed 4% interest rate. • However, the principal will be amortized over a period not exceeding 120 months (considering the interest-only period) and that the corresponding portion of such principal to be reimbursed during the Tenor in monthly equal instalments starting the first month following the end of the Moratorium Period.</p>

PREPAYMENT

Assigned Facilities	Description
E11)	<p>The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the Interest Rate Differential, being the amount by which:</p> <p>a. the total amount of interest on the amount of the prepayment using the interest rate applicable to this facility the Fixed Rate Term Loan being prepaid calculated for the period of time from the prepayment date until the Rate Term Maturity Date for the Fixed Rate Term Loan being prepaid (the "Remaining Term"), exceeds</p> <p>b. the total amount of interest on the amount of the prepayment using the interest rate applicable to a fixed rate term loan that the Bank would make to a borrower for a comparable facility on the prepayment date, calculated for the Remaining Term.</p> <p>To be certain, Section 4 of Schedule "A" hereunder does not apply to this facility.</p>

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

A) HASCAP Guarantee granted by the Business Development Bank of Canada to the Bank -- To be Obtained

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

DISBURSEMENT
CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

Assigned Facilities	Description
E11)	BDC HASCAP Guarantee Online ID Form Confirmation.
E11)	Calculation of the Borrower Group's maximum HASCAP loan exposure with TD.
E11)	HASCAP Eligible Borrower's Representations and Warranties.
E11)	Signed Letter Agreement and security and guarantees, each as required, to be on hand and in order.
E11)	Signed Waivers from the Guarantor, as required.

**POSITIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

Assigned Facilities	Description
E11)	Provide, and consent to the Bank providing to, Business Development Bank of Canada ("BDC") and the Government of Canada or its agents, all information and documents with respect to any matter relevant to your guarantee of the Customer's obligations under the HASCAP Term Loan provided by the Bank to the Customer. Such information, whether confidential or otherwise, may include, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history, business organization and other information. You acknowledge and agree that BDC and the Government of Canada or its agents may contact you to request, and you will provide, additional information and reporting as they deem reasonably necessary with respect to your guarantee of the Customer's obligations under the HASCAP Term Loan provided by the Bank to the Customer.

**NEGATIVE
COVENANTS**

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

Assigned Facilities	Description
E11)	The Borrower will not provide any financial assistance, nor make any distributions without the prior written consent of the Bank. Distributions include, but not limited to repayment of shareholder/related party loans, and advances to shareholders/related parties.
E11)	No distributions are permitted within the first 12 months of the HASCAP loan unless (a) the distribution is made between the Borrower and guarantors or between guarantors; or (b) the distribution is made in-lieu of salary to shareholders involved directly in the Borrower's operations up to the lesser of (i) historical in-lieu of salary distributions; or (ii) \$200,000.
	The above will be documented in a separate HASCAP Borrower's Representations and Warranties form.

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

Assigned Facilities	Description
E11)	Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

Assigned Facilities	Description
E11)	The Borrower fails to comply with any of the provisions of the HASCAP Eligible Borrower's Representations and Warranties provided by the Borrower to the Bank and the Business Development Bank of Canada ("BDC") (the "HASCAP Eligible Borrower's Representations and Warranties").
E11)	The Borrower makes a false or misleading representation or warranty to the Bank or BDC, including any representation or warranty made by the Borrower in the HASCAP Eligible Borrower's Representations and Warranties.

REPRESENTATIONS AND WARRANTIES

E11)	In addition to the representations, warranties and covenants set out in the Agreement, the Borrower agrees to all the representations, warranties and covenants set out in the HASCAP Borrower's Representations and Warranties form.
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LANGUAGE PREFERENCE

This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

**SCHEDULE "A" -
STANDARD TERMS
AND CONDITIONS**

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

We ask that the Borrower sign and return the attached duplicate copy of this Amending Agreement to the Bank on or before **May 15, 2022** which is the date the amendments will come into force (the "Effective Date"). Notwithstanding the foregoing, the Borrower's continued use of the Credit Facilities or failure to repay the Credit Facilities in full after the Effective Date constitutes the Borrower's acknowledgement and acceptance of this Amending Agreement

**ACCURACY OF
INFORMATION**

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

Yours truly,

THE TORONTO-DOMINION BANK



Strachan Bowland
Relationship Manager



Nazanin Hakkak
Senior Manager, Commercial Credit

TO THE TORONTO-DOMINION BANK:

1871 BERKELEY EVENTS INC., 1175484 ONTARIO INC., 504 JARVIS INC., SOUTHLINE HOLDINGS INC., and 111 KING STREET EAST INC. hereby accepts the foregoing offer this 26 day of April, 2022. The Borrower confirms that, except as may be set out above, the credit facilities detailed herein shall not be used by or on behalf of any third party.

[Handwritten Signature]
Signature

Signature

David Wilkerson president
Print Name & Position

Print Name & Position

Signature

Signature

Print Name & Position

Print Name & Position

Signature

Print Name & Position

Waiver

Date: April 21, 2022

To: Business Development Bank of Canada
5 Place Ville-Marie, rez-de-chaussée
Montréal (Québec) H3B 5E7

Re: Guarantee under the BDC Highly Affected Sectors Credit Availability Program ("HASCAP") relating to the following Eligible Borrower:

Eligible Borrower: **111 King St. East Inc. (the "Eligible Borrower")**

Guarantors: **Douglas Wheler (the "Guarantors" and, collectively with the Eligible Borrower, the "Obligors")**

Business Development Bank of Canada ("BDC") may guarantee, in accordance with the terms of the HASCAP Guarantee Agreement (as amended, reformulated, replaced, supplemented or otherwise modified from time to time, the "**Guarantee Agreement**") entered into on January 19, 2021 between BDC and The Toronto-Dominion Bank (the "**Lender**"), payment to the Lender of certain amounts which the Eligible Borrower fails to pay pursuant to agreements with the Lender (the "**Credit Documents**"). The undersigned has executed or may execute one or more guarantees/suretyships in favour of the Lender, guarantying certain obligations of the Obligors under the Credit Documents. In consideration of BDC guarantying certain of the obligations of the Eligible Borrower under the Credit Documents and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby:

1. Contribution - (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against BDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from BDC as a co-guarantor or a co-surety; or (ii) if located in the Province of Québec, expressly waives the benefit of all privileges and rights it may have against BDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against BDC under articles 1651, 1656, 1659 and 2360 of the *Civil Code of Québec*;
2. Subrogation - (i) acknowledges that it may become liable to BDC by way of subrogation of BDC to the rights of the Lender following payment under the Guarantee Agreement; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for BDC to benefit from such subrogation or assignment;
3. Independent Legal Advice - understands the nature and effect of, and agrees to be bound by the terms of this Waiver as set forth above and has obtained independent legal advice in respect of this Waiver or hereby waives such rights.

The undersigned hereby acknowledges that (i) BDC (and the Government of Canada as shareholder of BDC) may make any disclosure identifying the Eligible Borrower and its guarantors (including the undersigned), including as to the fact that they have benefited from HASCAP; and (ii) the Lender may disclose to BDC any information relating to the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization and

copies of and other information relating to any of the credit facilities or other services or products provided by the Lender to the Eligible Borrower or its guarantors (including the undersigned).

This Waiver may be executed in any number of counterparts, all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has executed and delivered this Waiver.

Douglas Wheler

Per: 

Per: _____



Eligible Borrower's Representations and Warranties

Reference is made to the Letter Agreement between The Toronto-Dominion Bank (the "Lender") and 111 King St East Inc. (the "Eligible Borrower") on April 21, 2022 pursuant to which the Lender has made available to the Eligible Borrower a term loan (the "Financing").

This Financing is made possible with the financial support of the Business Development Bank of Canada ("BDC") guaranteeing such Financing.

To confirm the eligibility criteria to the Highly Affected Sectors Credit Availability Program ("HASCAP"), the Eligible Borrower represents, warrants and covenants, as applicable in favour of the Lender and BDC that:

- (a) The Eligible Borrower is (A) a Person (other than a natural Person) incorporated or formed under the laws of Canada or of a Canadian provincial or territorial jurisdiction; or (B) a natural Person operating a business under a sole proprietorship structure in Canada, which business's intent is to generate revenue from the sale of goods or services which is at least sufficient to cover its operating expenses and service of debt;
- (b) The Eligible Borrower is a client of the Lender (for which the Lender is or will become the Principal Senior Lender);
- (c) The Eligible Borrower is operating 2 Business Sites as of the date hereof;
- (d) Please check the applicable statement:

The copies of (A) the required confirmations for at least three months (which need not be consecutive) from the Canadian Revenue Agency evidencing application to the CEWS Program or CERS Program provided to the Lender; and (B) the bank statements (or any other form of evidence acceptable to the Lender) evidencing receipt of subsidies, are true and correct copies of such confirmations and statements (or other forms of evidence), and same confirm that the Eligible Borrower is eligible to, has applied for and has received subsidies for at least three months (within the 240 day period prior to the date hereof) under the CEWS Program and the CERS Program, with each such month having a minimum 50% revenue decrease (as determined under the CEWS Program or the CERS Program);

OR

The Eligible Borrower:

(A) is not eligible to the CEWS Program and the CERS Program for the following reasons (please check the applicable reasons for ineligibility under the CEWS Program and the CERS Program):

- i. with respect to the CERS Program:

the business of the Eligible Borrower did not have a Canada Revenue Agency business number on September 27, 2020; or

the business of the Eligible Borrower did not have a payroll account with the Canada Revenue Agency on March 15, 2020;

ii. with respect to the CEWS Program:

the business of the Eligible Borrower did not have a payroll account with the Canada Revenue Agency on March 15, 2020; and

(B) has experienced, within the 240 day period prior to the date of application for the Eligible Loan, a minimum 50% revenue decrease (on a year-over-year basis) for at least three months (which need not be consecutive);

- (e) The Eligible Borrower does not have a revenue model that is economically dependent on non-commercial sources such as direct government grant funding or private donations;
- (f) The Eligible Borrower has been, directly or indirectly, negatively impacted by the COVID-19 pandemic or the economic environment created by the COVID-19 pandemic.
- (g) The Eligible Borrower was financially viable prior to the impact of the COVID-19 pandemic or the economic environment created by the COVID-19 pandemic.
- (h) The Eligible Borrower:
 - (i) is not a government organization or body (other than an indigenous entity or body);
 - (ii) is not an entity in which a government organization or body (other than indigenous entities or bands) owns equity interests;
 - (iii) is not a non-profit organization, registered charity, union, or a fraternal benefit society or order, or a Person in which any such organization owns equity interests (except if it is actively carrying on a business in Canada (including a related business in the case of a registered charity) that earns revenue from the regular supply of property/goods or services and not from non-commercial sources such as direct government grant funding or private donations);
 - (iv) is not a religious organization, or a Person in which any such organization owns equity interests;
 - (v) is not a fundraising vehicle for charities;
 - (vi) is not a Person in which equity interests are held by any single current member of the Parliament of Canada or any single current member of the

Senate of Canada other than a Person whose equity interests are publicly traded;

- (vii) does not operate any form of sexually exploitive business;
 - (viii) does not promote violence, incite hatred or discriminate on the basis of race, national or ethnic origin, colour, religion, sex, age or mental or physical disability;
 - (ix) is not a Person who has (or who is related to Affiliates who have) (i) ever been determined to have committed tax evasion by any applicable judicial authority, including, for clarity, pursuant to sections 238 and 239 of the Income Tax Act (Canada) or of any other similar applicable provision of any Canadian federal or provincial statute(s) (or that has Affiliates which have been determined to have committed same) ("**Tax Evasion**"), nor (ii) been subject to any assertion or assessment by any governmental authority that the Eligible Borrower or its Affiliates engaged in Tax Evasion;
 - (x) has not benefited (or is not in the process of benefiting) from HASCAP through a financial institution other than the Lender;
 - (xi) has not benefited (or is not in the process of benefiting) from HASCAP for loans exceeding an initial principal amount, in the aggregate, of (A) \$1,000,000; multiplied by (B) the number of its qualifying Business Sites; and
 - (xii) is not a member of a Group which has benefited (or is in the process of benefiting) from HASCAP for loans extended to one or more of the members of such Group by the Lender (and any other financial institution, as applicable) exceeding an initial principal amount, in the aggregate, of CA\$6,250,000, except if the ultimate Controlling entity of the Eligible Borrower is an institutional investor.
- (i) The Financing will be incremental to the Lender's (or another financial institution's) current exposure with the Eligible Borrower and the proceeds from the Financing will only be used and, based on reasonable assumptions with respect to the COVID-19 pandemic and taking into account the subsidies and other credit currently available to the Borrower can reasonably be expected to be sufficient to fund the cash flow needs of operations (excluding, for certainty and without limitation, to fund distributions, payment of management fees, bonuses and similar instruments) for a period of time not exceeding 18 months following the date hereof; for certainty, the application of the proceeds from the Financing to (x) repay outstanding loans under an overdraft or operating facility will be permitted so long as the Lender's (or another financial institution's) commitment or authorized amount thereunder is not reduced (other than to the extent of temporary advances or borrowing excesses); (y) repay normally scheduled principal (which schedule of repayments was not accelerated since March 1, 2020) and interest payments on the Eligible Borrower's existing credits will be permitted; as well as (z) pay ordinary course of business lease, equipment or supplier financing payments will be permitted; for further certainty, the proceeds from the Financing will not be used (A) to make scheduled principal or interest payments that were due prior to the

date hereof; (B) for repayment of outstanding loans on the maturity date thereof; or (C) to fund cash sweep payments under outstanding loans and similar types of payments.

- (j) Without derogating to any of the other limitations with respect to Distributions set out in the credit documentation pertaining to the Financing, the Eligible Borrower will not make, and will cause any other Person guaranteeing the Financing (an "Obligor") not to make, for the first 12-months following the date hereof, any Distribution other than:
 - (i) a Distribution by an Obligor to the Eligible Borrower;
 - (ii) a Distribution by an Obligor (other than the Eligible Borrower) to another Obligor; and
 - (iii) a Distribution in-lieu of salary made to shareholders involved directly in the operations of the Eligible Borrower, in an amount not exceeding historical Distributions for such purpose (and in no event exceeding \$200,000).
- (k) The Financing coupled with Eligible Borrower's existing liquidity and forecasted operational cash flow and subsidies (based on reasonable assumptions as to the COVID-19 pandemic) and credit currently available to the Eligible Borrower will enable a degree of continuity of the business of the Eligible Borrower during the current economic environment.
- (l) The financial statements delivered to the Lender for the purposes of the Financing are complete and correct in all material respects and fairly present the financial condition and results of operation of the Eligible Borrower and the guarantors as at their stated date, all in accordance with GAAP (except for year end notes and adjustments, if any).
- (m) The Eligible Borrower's historical free cash flow (for the period prior to March 1, 2020) would have been sufficient to service the Financing and based on reasonable assumptions as to the COVID-19 pandemic, the Eligible Borrower reasonably anticipates that its future free cash flow (together with the subsidies and credit currently available to it) will be sufficient to service the Financing.

For the purpose hereof:

- (a) "**Affiliate**" means, with respect to a Person, any other Person that directly or indirectly Controls, or is Controlled by, or is under common Control with, that Person;
- (b) "**Business Sites**" means all distinct physical locations of the Eligible Borrower (i) where it is selling goods or providing services directly to the ultimate consumer public for use or consumption; and (ii) whose business operations and activities are (A) substantially identical in nature; and (B) related to the main core business of the Eligible Borrower;
- (c) "**Control**" (including any correlative term) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies

of a Person (whether through ownership of securities or partnership or trust interests, by contract or otherwise); without limiting the generality of the foregoing (i) a Person is deemed to Control a corporation if such Person (or such Person and its Affiliates) holds outstanding shares or other rights carrying more than 50% of the voting power in the election of the board of directors of the corporation; (ii) a Person is deemed to Control a partnership if such Person (or such Person and its Affiliates) holds more than 50% in value of the equity of the partnership; (iii) a Person is deemed to Control a trust if such Person (or such Person and its Affiliates) holds more than 50% in value of the beneficial interests in the trust; and (iv) a Person that controls another Person is deemed to Control any Person controlled by that other Person;

- (d) **"Distribution"** means (i) any payment in cash or in kind that provides an income (including interest or dividends) or a return on, or constitutes a distribution or redemption or other retirement of, the equity or capital of a Person (other than a dividend paid by way of the issuance of new equity interests); (ii) any payment (principal and interest) on account of debt due to a shareholder, Affiliate, partner, director or officer of a Person (iii) earn-out payments owing to any shareholder, Affiliate, partner, director or officer of a Person; and (iv) any bonus, fee or like payment to any shareholder, partner, director or officer of a Person or a related party of a Person;
- (e) **"Group"** means, collectively, the Eligible Borrower and its Affiliates;
- (f) **"Person"** means any natural person, corporation, company, partnership, joint venture, limited liability company, unincorporated organization, trust or any other entity; and
- (g) **"Principal Senior Lender"** means, except as set out in the following provision, the primary lender or account or cash management bank of the Eligible Borrower which holds (or will hold in connection with the Financing) a first ranking general security interest or hypothec on the personal or movable property of the Eligible Borrower (subject to such other liens over specific class of property which are incurred in the ordinary course of business); provided that for the Eligible Borrower with syndicated credit facilities or "club deal" credit facilities, (i) with respect to syndicated credit facilities, the Principal Senior Lender may be any Eligible Lender that is the administrative agent, the lender holding the largest commitment or the lead arranger under such facilities, provided that the same Principal Senior Lender provides the Financing to the Eligible Borrower on a bilateral basis; or (ii) with respect to "club deals" or other similar type of lending arrangements, the Principal Senior Lender will be the lender holding the largest commitment or outstanding loans under the Eligible Borrower's bilateral credit facilities (or if more than one lender holds the same largest amount of commitment (or outstanding loans), the Principal Senior Lender may be any one of those lenders), provided that the same Principal Senior Lender provides the Eligible Loan to the Eligible Borrower on a bilateral basis.

The Eligible Borrower acknowledges and agrees that this document constitutes a credit document for the purposes of the Financing. As such the Lender can require repayment of the Financing to the extent any of the representations and warranties and covenants made herein are untrue or misleading in any respect (i) as of the date hereof, (ii) as of the date of disbursement of advances

of amounts under the Financing, and (iii) with respect to the representations and warranties and covenants in paragraphs (g) and (i), at any time prior to the repayment in full of all of the amounts owing under the Financing.

In connection with the Financing, the Eligible Borrower agrees, and cause its Affiliates, to provide, upon request from the Government of Canada (directly or through their Affiliates, agents, BDC or the Lender) additional reporting as deemed reasonably necessary.

The Eligible Borrower hereby acknowledges and agrees that (i) BDC (and the Government of Canada as shareholder of BDC) may make any disclosure identifying the Eligible Borrower, its guarantors and the Financing, including as to the fact that they have benefited from HASCAP and the amount of the Financing thereunder; and (ii) the Lender may disclose to BDC any information relating to the Eligible Borrower or its guarantors, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history, business organization and copies of and other information relating to any of the credit facilities or other services or products provided by the Lender to the Eligible Borrower.

SIGNED as of Apr 26, 2021 ^{DW}

111 King St East Inc

x Per: [Signature]

Per: _____

This is Exhibit "D" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

CONFIDENTIAL EXHIBIT

This is Exhibit "E" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: August 2, 2022

CASE NO.:

OLT-22-003946
(Formerly PL161267)

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant: 1175484 Ontario Inc., 1606072 Ontario Inc., et al
Subject: Request to amend the Official Plan - Refusal of request
by the City of Toronto
Existing Designation: Regeneration Area
Proposed Designated: Site Specific (To be determined)
Purpose: To permit a 25-storey mixed-use building
Property Address/Description: 301-317 Queen Street East
Municipality: City of Toronto
Approval Authority File No.: 16 161250 STE 28 OZ
OLT Case No.: OLT-22-003946
Legacy Case No.: PL161267
OLT Lead Case No.: OLT-22-003946
Legacy Lead Case No.: PL161267
OLT Case Name: 1175484 Ontario Inc. v. Toronto (City)

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

Applicant and Appellant: 1175484 Ontario Inc., 1606072 Ontario Inc.,
et al
Subject: Application to amend Zoning By-law Nos.
438-86 and 569-2013 - Refusal of Application
by the City of Toronto
Existing Zoning: MCR T3.0 "Mainstreet Commercial
Residential", and CR
Proposed Zoning: Site Specific (To be determined)
Purpose: To permit a 25-storey mixed-use building
Property Address/Description: 301-317 Queen Street East
Municipality: City of Toronto
Municipality File No.: 16 173154 STE 27 OZ
OLT Case No.: OLT-22-004173
Legacy Case No.: PL161268
OLT Lead Case No.: OLT-22-003946
Legacy Lead Case No.: PL161267

OLT Case Name: 1175484 Ontario Inc. v. Toronto (City)

BEFORE:

STEVEN COOKE VICE-CHAIR)	Tuesday, 2 nd
)	
)	day of August, 2022

THIS MATTER, in respect of the lands at 301-317 Queen Street East and (collectively, the “**Subject Property**”), the appeal having been heard at a public hearing on November 9-20, 2020, and the Ontario Land Tribunal (the “**Tribunal**”) having issued its interim decision on February 5, 2021 , (the “**Decision**”) that the appeal under subsection 34(11) of the *Planning Act* (the “**Appeal**”) in Tribunal Case No. OLT-22-003946 (PL161267) should be allowed in part, and approving the proposed zoning by-law amendment in principle;

AND THE TRIBUNAL having withheld its final order, pending the satisfaction of conditions, including the receipt of the final form of the zoning by-law amendment in respect of the Subject Property;

AND THE TRIBUNAL now having received confirmation from the appellant and the City of Toronto of the fulfillment of the conditions of the Decision, including confirmation of the final form of the zoning by-law amendment, satisfactory to the City of Toronto, attached hereto as Schedule “A”;

THEREFORE THE TRIBUNAL ORDERS that the Appeal is allowed in part, and that Zoning By-law No. 569-2013 of the City of Toronto, as amended, is hereby amended in the manner set out in Schedule “A” to this Order;

AND PURSUANT TO RULE 24.3 OF THE TRIBUNAL’S RULES this Order is effective on August 2, 2022.

AND THE TRIBUNAL authorizes the municipal clerk to format, as may be necessary, and assign a number to these by-laws for record keeping purposes.

THE TRIBUNAL may be spoken to in the event any matter arises in connection with the implementation of this Order.

“Euken Lui”

EUKEN LUI
ACTING REGISTRAR

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

SCHEDULE A

Authority: Ontario Land Tribunal Decision issued on February 25, 2021 and Ontario Land Tribunal Order issued on **August 2, 2022** in Tribunal File PL161267

CITY OF TORONTO**BY-LAW [clerks to insert By-law number]-[Clerks to enter year]****To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2022 as 301-317 Queen Street East**

Whereas the Ontario Land Tribunal, in its Decision issued on February 25, 2021, and its Order issued on August 2, 2022 in file PL161267, in hearing an appeal under Section 34(11) of the Planning Act, R.S.O. 1990, c. P13, as amended, ordered the amendment of Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2022 as 301-317 Queen Street East; and

Whereas pursuant to Section 36 of the *Planning Act*, as amended, a by-law passed under Section 34 of the *Planning Act*, may use a holding symbol "(H)" in conjunction with any use designation to specify the use that lands, buildings or structures may be put once Council removes the holding symbol "(H)" by amendment to the by-law; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the use of the holding symbol "(H)"; and

Whereas Section 37.1 of the Planning Act provides that Subsections 37(1) to (4) of the Planning Act as it read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force shall continue to apply to a by-law passed pursuant to the repealed Section 37(1) prior to the date that a municipality passes a community benefits charge By-law and this By-law was passed prior to that date; and

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

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

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

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

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 569-2013 as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the owner of the land and the City of Toronto;

The Ontario Land Tribunal, by Order, amends By-law 569-2013 as follows:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions.
3. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands outlined by heavy black lines from a zone label of CR 4.5 (c2.0; r4.0) SS2 (x333) to a zone label of (H) CR 6.75 (c0.95; r5.8) SS2 (~~x782~~) as shown on Diagram 2 attached to this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number ~~782~~ so that it reads:

(~~782~~) Exception CR ~~782~~

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections:

Site Specific Provisions:

- (A) On 301-317 Queen Street East, if the requirements in Section 6 and 7 and Schedule A of By-law [~~Clerks to supply by-law ##~~] are complied with, a **building** or **structure** may be constructed, used or enlarged in compliance with regulations (B) to (G) below;
- (B) Despite Regulations 40.5.40.10(1) and (2), the height of any **building** or **structure** is the distance between the Canadian geodetic Datum elevation of 84.71 metres and the elevation of the highest point of the **building** or **structure**;
- (C) Despite Regulations 40.10.40.10(3) and (7), the permitted maximum height of a **building** and **structure** is the number in metres following the letters "HT" and the permitted maximum **storeys** is the number following the letters "ST" in Diagram 3 of By-law [~~Clerks to supply by-law ##~~]; and

- i. for the purpose of this exception, a mechanical penthouse is not a **storey**;
- (D) Despite Regulation 40.10.40.40(1), the permitted maximum **gross floor area** on the **lot** is 12,200 square metres, of which:
- i. The permitted maximum **gross floor area** for residential uses is 10,600 square metres; and
 - ii. The required minimum **gross floor area** for non-residential uses is 900 square metres;
 - iii. The required minimum **gross floor area** of non-residential uses in the portion of the **building** labelled "existing heritage church" as shown on Diagram 3 of By-law [Clerks to insert **By-law number**] is 700 square metres.
- (E) Despite Regulations 40.5.40.60 (2)(B) and 40.10.40.60 (2)(B), 3(A), and 5(A), the following elements of a **building** or **structure** are permitted to encroach into the required minimum **building setbacks** as follows:
- i. Architectural features, balustrades, cornices, eaves, landscape features, light fixtures, ornamental elements, ventilation shafts, and window sills to a maximum 0.9 metres.
 - ii. Stairs, stair enclosures, and wheel chair ramps, to a maximum of 1.8 metres.
- (F) Despite Regulations 40.5.40.10(5) functional elements, **structure** or parts of a **building** may cover more than 30% of the area of the roof measured horizontally.
- (G) Despite Regulation 200.5.10.1(1) and Table 200.5.10.1, **parking spaces** must be provided on the **lot** in accordance with the following:
- i. 42 **parking spaces** on a non-exclusive basis for both residential and non-residential uses.

Prevailing By-laws and Prevailing Sections: (None Apply)

5. Despite any severance, partition, conveyance or division of the lands, the provisions of this By-law shall apply as if no severance, partition, conveyance or division occurred.

6. Holding Provisions

- (A) The lands zoned with the "(H)" symbol delineated by heavy lines on Diagram 2 attached to and forming part of this By-law must not be used for any purpose other than those uses existing on the site as of the date of this By-law on the lands shown on Diagram 1 attached to this By-law until the "(H)" symbol has been removed.
- (B) An amending By-law to remove the "(H)" shall be enacted by City Council when the following have been provided for to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services:
 - i. The Owner must provide an updated functional servicing report and revised hydrogeological report which is acceptable to the Executive Director and Chief Engineer, Engineering and Construction Services, and any required upgrades to services identified in the accepted report are addressed through a financially secured agreement.

7. Section 37 Requirements:

- (A) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Diagram 1 attached to this By-law in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Schedule A attached to this By-law and which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor;
- (B) Where Schedule A attached to this by-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same; and
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Schedule A are satisfied.

Ontario Land Tribunal Decision issued on February 25, 2021, and Ontario Land Tribunal Order issued on [date] in Tribunal File PL161267

SCHEDULE A

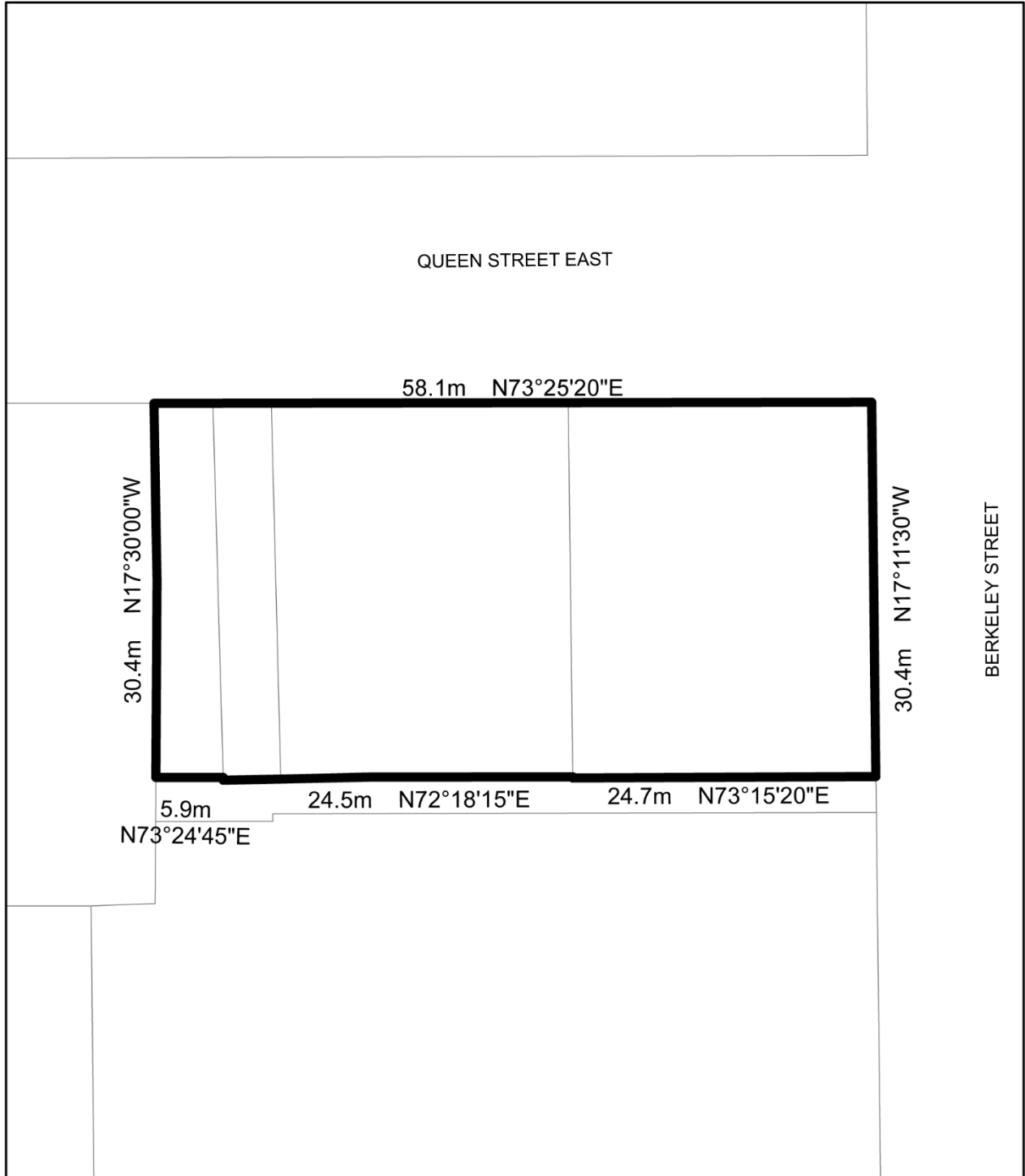
Section 37 Requirements

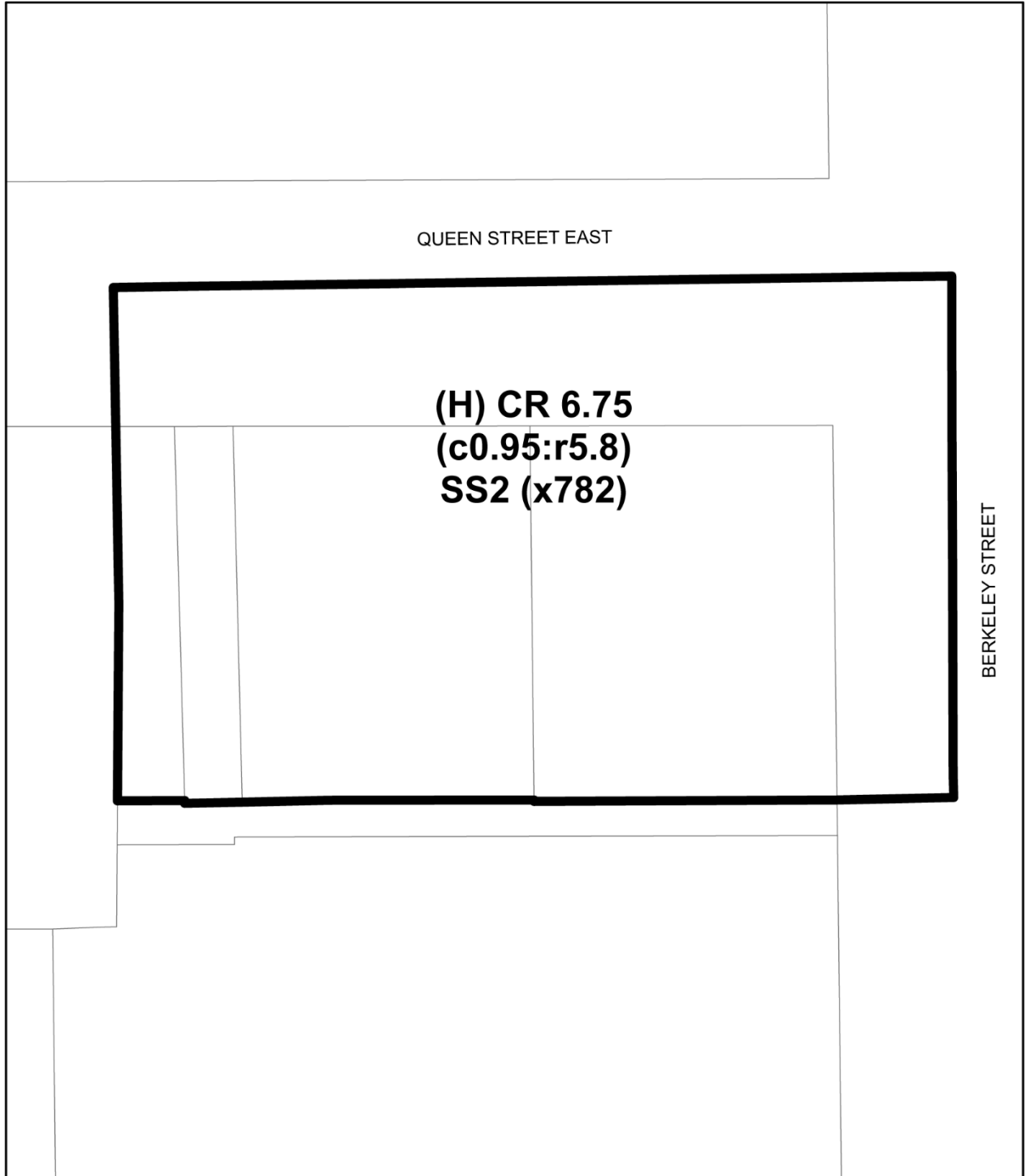
The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown in Diagram 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the Planning Act whereby the owner agrees as follows:

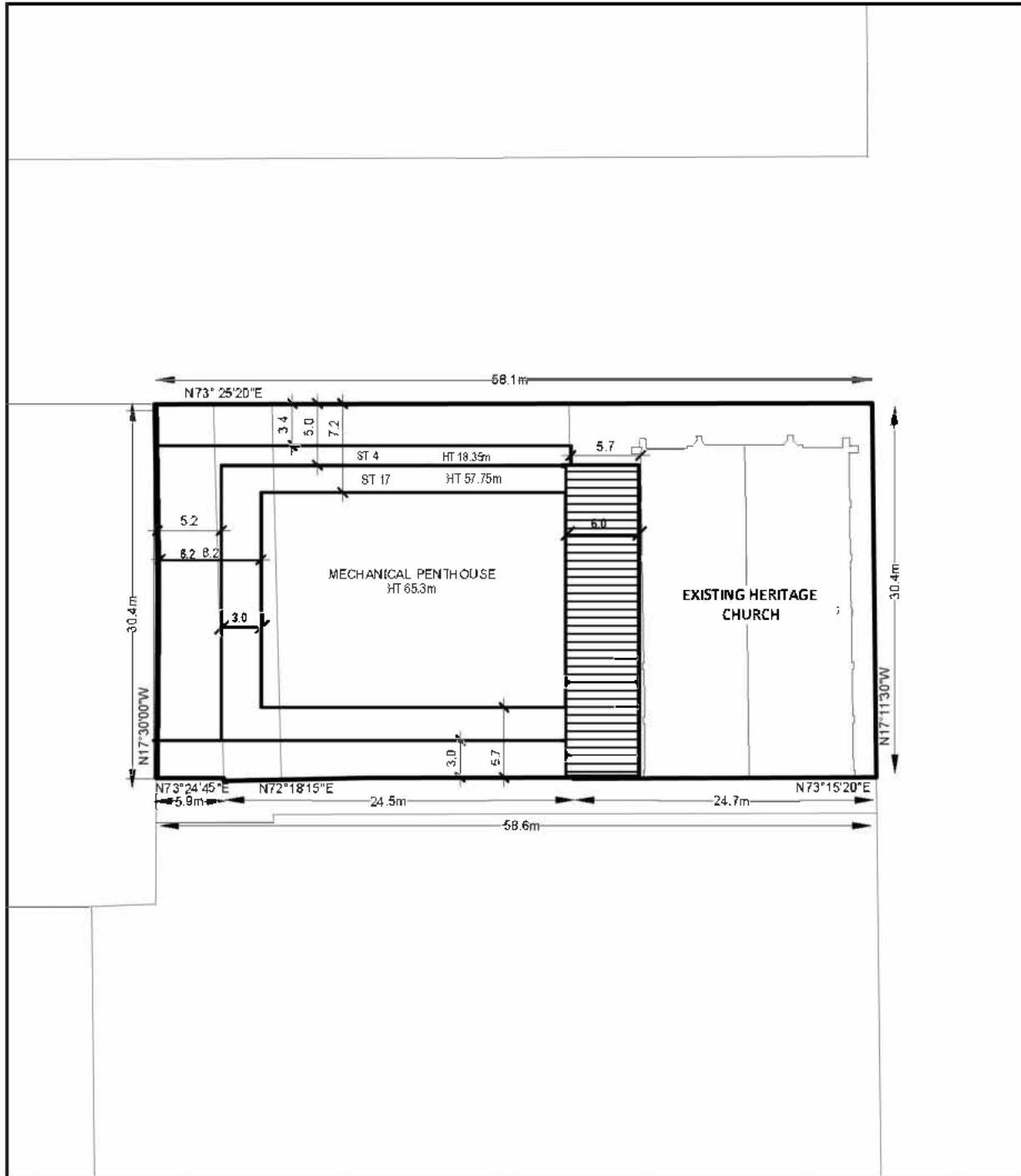
1. Prior to the issuance of any building permit, the owner shall enter into an agreement and register same on title in priority to other charges to the land, to the satisfaction of the City Solicitor pursuant to Section 37 of the Planning Act as read on the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020 came into force to secure the community benefits below.
2. The agreement required above will secure the provision of a cash payment to the City in the amount of \$1,050,000, which shall be allocated as follows:
 - (A) \$525,000 toward capital improvements for existing or new affordable housing within Ward 13; and
 - (B) \$525,000 toward local streetscape, park and recreation centre improvements in Ward 13, including but not limited to Moss Park and John Innes Community Centre, in consultation with the local Councillor.
3. The Cash Contribution set out in Clause 2 shall be indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Building Construction Price Indexes Table: 18-10-0135-01, or its successor, calculated from the date of this zoning by-law comes into full force and effect to the date of payment of the Cash Contribution by the owner to the City.
4. In the event the Cash Contribution in Clause 2 has not been used for the intended purpose within three (3) years of the By-law coming into full force and effect, the Cash Contribution may be redirected for another purpose(s), at the discretion of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, provided that the purpose is identified in the Official Plan and will benefit the community in the vicinity.
5. The following matters must also be secured in the section 37 agreement:
 - (A) The owner and the neighbouring property owner to the south ("Concert") will agree that as a condition of site plan approval the City will require the installation of truck sensors in the laneway and warning lights within the Concert building to warn vehicles when a garbage truck is present on site.
 - (B) The owner and Concert will agree that as a condition of site plan

approval the owner shall grant an easement to Concert for the truck turnaround bay as depicted in the BA Group draft report dated September 25, 2020.

- (C) The owner acknowledges and agrees that the vehicular access from Queen Street East will be right-in/right-out ("RIRO") only, and as a condition of site plan approval the owner will be required to install signage, infrastructure, or take any measures to ensure that the RIRO is enforceable by the City and Toronto Police Services, all of which will be secured as a condition of site plan approval.
- (D) The owner and Concert will agree as a condition of site plan approval to take steps in cooperation with the adjoining landowner to ensure that there will be no illegal parking in the private lane that would impede operation of waste pick-up. The City will consider any requests made by the owner and Concert to assist with vehicle removal in accordance with the Municipal Code.
- (E) Prior to any site plan approval for the site the owner shall provide an acceptable Conservation Plan and enter into a Heritage Easement Agreement with the City of Toronto in the event no Section 37 funds are directed towards the church.



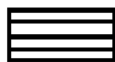




TORONTO
Diagram 3

301-317 Queen Street East

File # 16 161250 STE 28 02



No building shall be located within the hatched area to a minimum vertical height of 26.0 metres above grade



City of Toronto By-law 569-2013
Not to Scale
07/28/2022

This is Exhibit "F" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



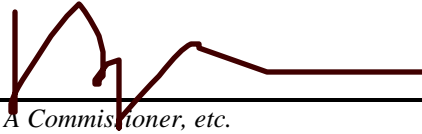
A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

CONFIDENTIAL EXHIBIT

This is Exhibit "G" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



Quadrangle Architects Limited
901 King Street West, Suite 701 Toronto, ON M5V 3H5
t 416 598 1240 www.quadrangle.ca

301 - 317 Queen Street East

Toronto, ON

for
Berkeley Events

Project No. 15088
Date 2020-10-09
Issued for LPAT HEARING
HYBRID ACCESS

ARCHITECTURAL DRAWINGS

A101.S Site Plan

A151.S P3 Underground Floor Plan

A152.S P2 Underground Floor Plan

A153.S P1 Underground Floor Plan

A201.S Ground Floor Plan

A202.S Floor 2 Plan

A203.S Typical 3rd to 4th Floor Plan

A204.S Floor 5 Plan

A205.S Typical 6th to 7th Floor Plan

A206.S Typical 8th to 17th Floor Plan

A207.S Mechanical & Amenity Levels

A208.S Mechanical Penthouse Roof

A401.S Building Elevations

A451.S Building Sections

A501.S 3D Views

SURVEYOR'S REAL PROPERTY REPORT

PART 1 - PLAN OF SURVEY OF PART OF LOTS 40, 41 AND 42 REGISTERED PLAN 7-A CITY OF TORONTO

SCALE 1 : 250

SPEIGHT, VAN NOSTRAND & GIBSON LIMITED ONTARIO LAND SURVEYORS 2008

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PART 2 - REPORT SUMMARY

DESCRIPTION OF LAND PART OF LOTS 40, 41 AND 42, REGISTERED PLAN 7-A, KNOWN AS MUNICIPAL...

REGISTERED EASEMENTS AND/OR RIGHTS-OF-WAY AS IN INSTRUMENT NO. CA 400212. PLEASE NOTE THE LOCATION OF THE FRONTS OF BUILDING NO. 311 & 301...

BEARING NOTE

BEARINGS ARE ASTROMETRIC AND ARE REFERRED TO THE SOUTHERLY LIMIT OF QUEEN STREET EAST AS SHOWN ON BOUNDARIES ACT PLAN BA-1749...

ELEVATION NOTE

ELEVATIONS ARE GEODETIC AND ARE DERIVED FROM THE CITY OF TORONTO BENCHMARK NO. 12219740692, ALSO KNOWN AS CT-892.

LOCATION: SOUTHWEST CORNER OF QUEEN STREET EAST AND BERKELEY STREET. BENCHMARK ON BERKELEY CHURCH 0.49 METRES WEST FROM NORTHEAST CORNER...

ELEVATION: PUBLISHED ELEVATION = 85.238 metres.

NOTE

THIS REPORT CAN BE UPDATED BY THIS OFFICE, HOWEVER NO ADDITIONAL PRINTS OF THIS ORIGINAL REPORT WILL BE ISSUED SUBSEQUENT TO THE DATE OF CERTIFICATION...

LEGEND

- Denotes symbols for Survey Monument Planted, Witness Monument, Standard Iron Bar, etc.

5 SURVEY INFORMATION

SURVEYOR'S CERTIFICATE

I CERTIFY THAT: 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM...

DATE: DECEMBER 9, 2015

Speight, Van Nostrand & Gibson Limited Ontario Land Surveyors 750 Dundas Road, Unit 45 & 46 Toronto, Ontario M5N 2Z4

4 SURVEY CERTIFICATE

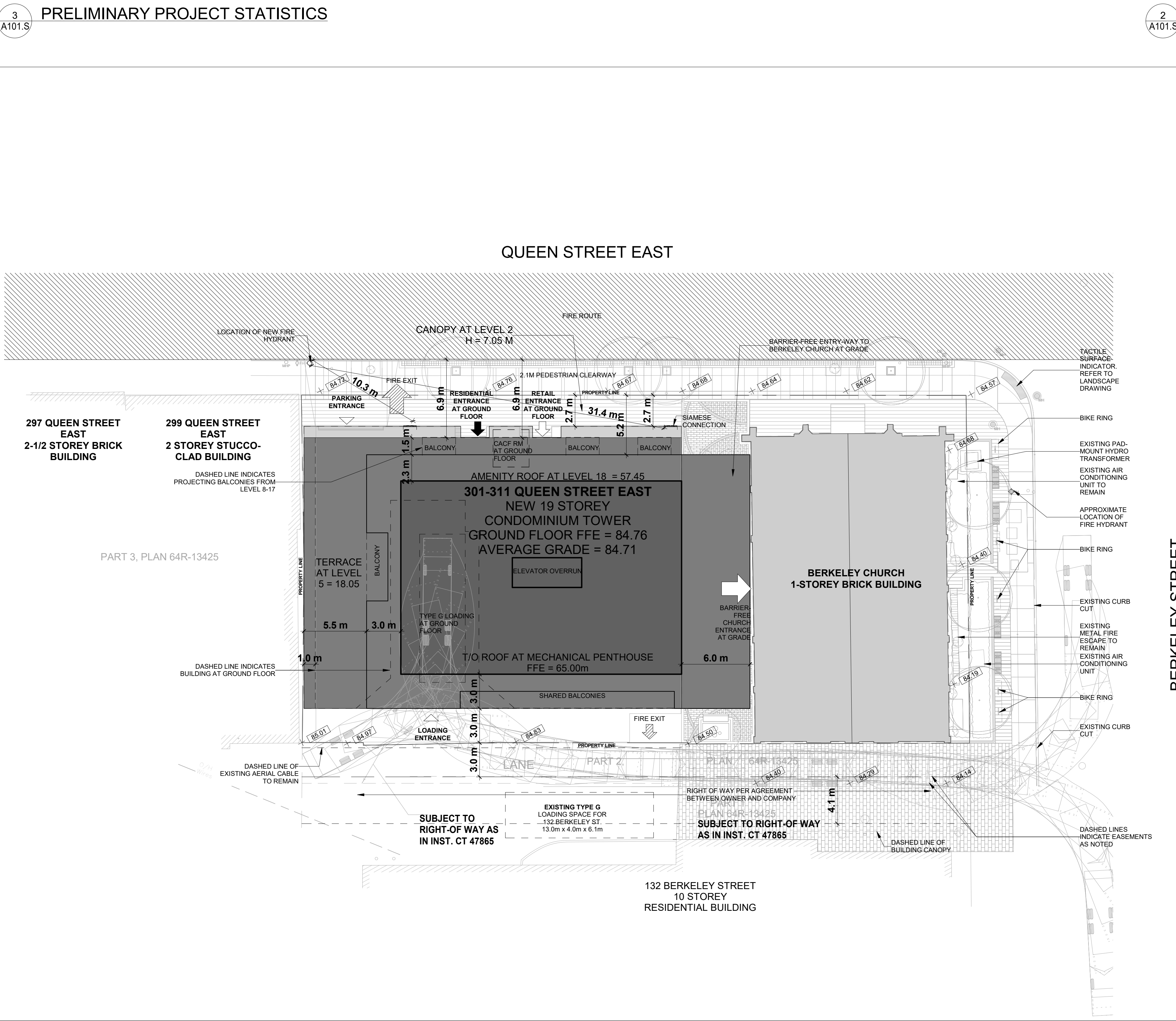
PROJECT STATISTICS SUMMARY table with columns for Floor, GBA Typ, No. Typ Floors, GBA Gross Building Area, etc.

VEHICULAR PARKING table with columns for Level, Residential, Non-Residential, Total, etc.

3 PRELIMINARY PROJECT STATISTICS

Table comparing City-Wide By-Law 569-2013 and Former By-Law 438-86 across various metrics like GFA, NRGFA, etc.

Table for Notes - Parking and Notes - GFA, detailing requirements and provided values for various building types.



1 SITE PLAN SCALE: 1 : 200

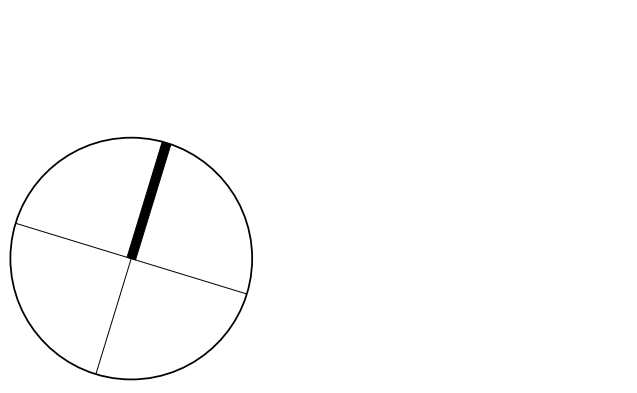
2 CONTEXT PLAN SCALE: 1 : 1000



- Legend for context plan symbols: Property Line, Line of Ground Floor, Main Building Entrance, etc.

Revision Record table with columns for Date, No., and Description.

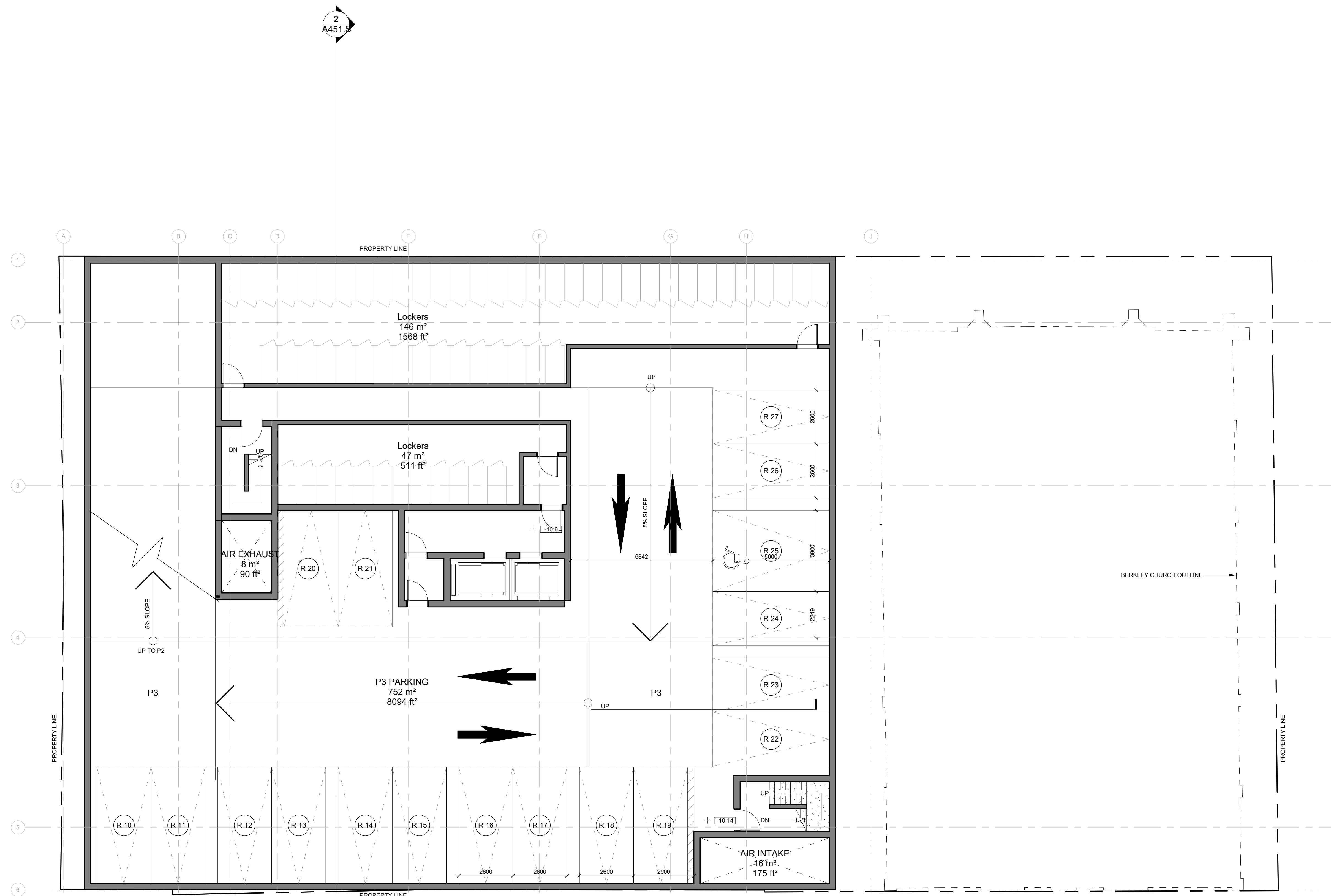
Issue Record table with columns for Date, Description, and Issued For.



Quadrangle logo and contact information: 301 - 317 Queen Street East, Toronto, ON for Berkeley Events.

Vertical text on the left margin: C:\Users\jgibson\Documents\10588-301-317 Queen Street East - Building_18 Storey_3yphd\access_2020_mshabib.ppt

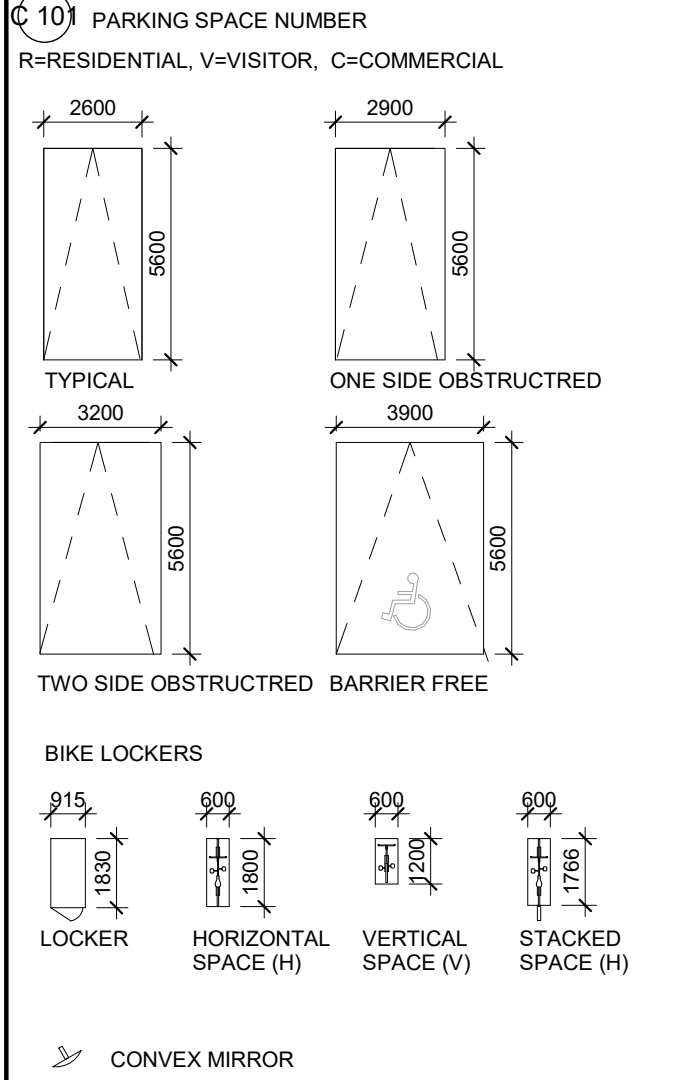
Vertical text on the right margin: 2020-10-09 12:21:29 PM



PARKING NOTES:

- MINIMUM PARKING SPACE SIZES (UNLESS OTHERWISE NOTED):
 2000mm WIDE X 5600mm LONG (NO SIDES OBSTRUCTED)
 2000mm WIDE X 5600mm LONG (ONE SIDE OBSTRUCTED)
 3000mm WIDE X 5600mm LONG (TWO SIDES OBSTRUCTED)
 3500mm WIDE X 5600mm LONG (BARRIER FREE)
- MAINTAIN MINIMUM DRIVE AISLE WIDTH OF 6000mm UNLESS OTHERWISE NOTED.
- MAINTAIN MINIMUM HEADROOM CLEARANCE OF 2100mm THROUGHOUT.
- THE SLOPE OF ALL DRIVE AISLES (EXCEPT RAMPS WITH NOTED SLOPES) DOES NOT EXCEED THE MAXIMUM OF 0%.
- MIRRORS AND TRAFFIC CONTROL SIGNS ARE TO BE MOUNTED SO THAT THE BOTTOM OF THE SIGNS AND/OR MIRRORS ARE 2.10 METRES ABOVE CURB OR GRADE EXCEPT WHERE RESTRICTED BY OVERHEAD STRUCTURES UTILITIES IN WHICH CASE THE DISTANCE BETWEEN BOTTOM OF SIGN AND FLOOR SHALL BE MAXIMIZED. SIGNS RUNNING PARALLEL AND PERPENDICULAR TO THE CURB FACE SHOULD BE PLACED SUCH THAT THE OUTER EDGE OF THE SIGN WILL NOT PROJECT BEYOND THE CURB INTO THE TRAFFIC LANE.

PARKING LEGEND:



VEHICULAR PARKING:

LEVEL	RESIDENTIAL	VISITOR
P1		2
P2	9	13
P3	19	
TOTAL	28	15

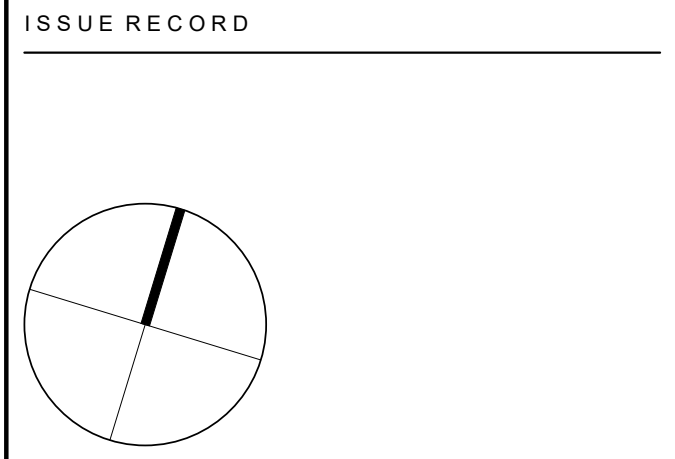
BICYCLE PARKING:

LEVEL	RESIDENTIAL	COMMERCIAL
GROUND FL	15	9
P1	120	3
TOTAL	135	12

Date	No.	Description
2020-10-09		Issued for LPAT Hearing
2020-03-12		Issued for OPA & Rezoning Submission
2019-12-18		Issued for OPA & Rezoning Submission
2017-12-20		Issued for Resubmission

REVISION RECORD

ISSUE RECORD



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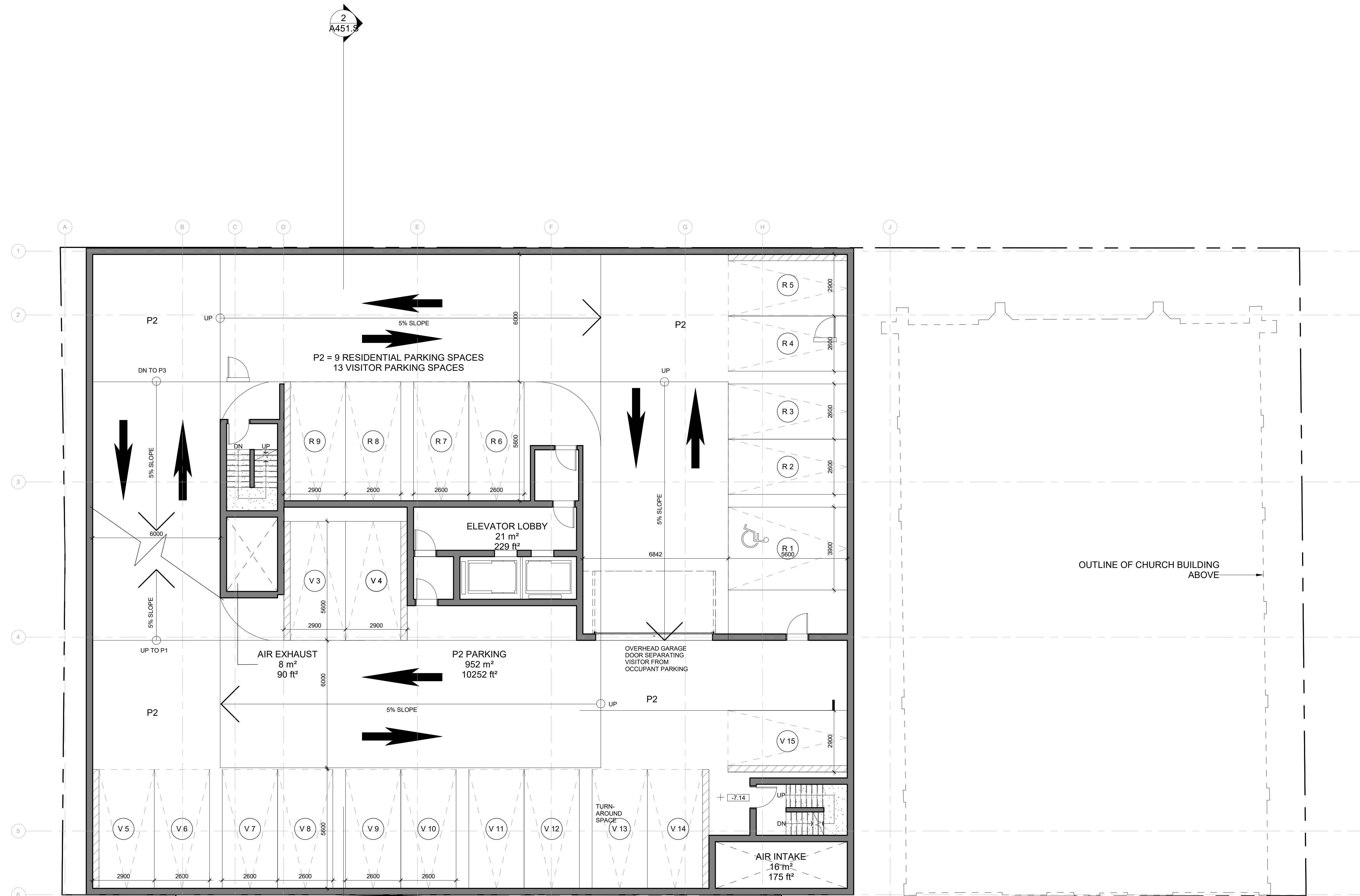
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15088 1:100 DG SSC
 PROJECT SCALE DRAWN REVIEWED

P3 Underground Floor Plan

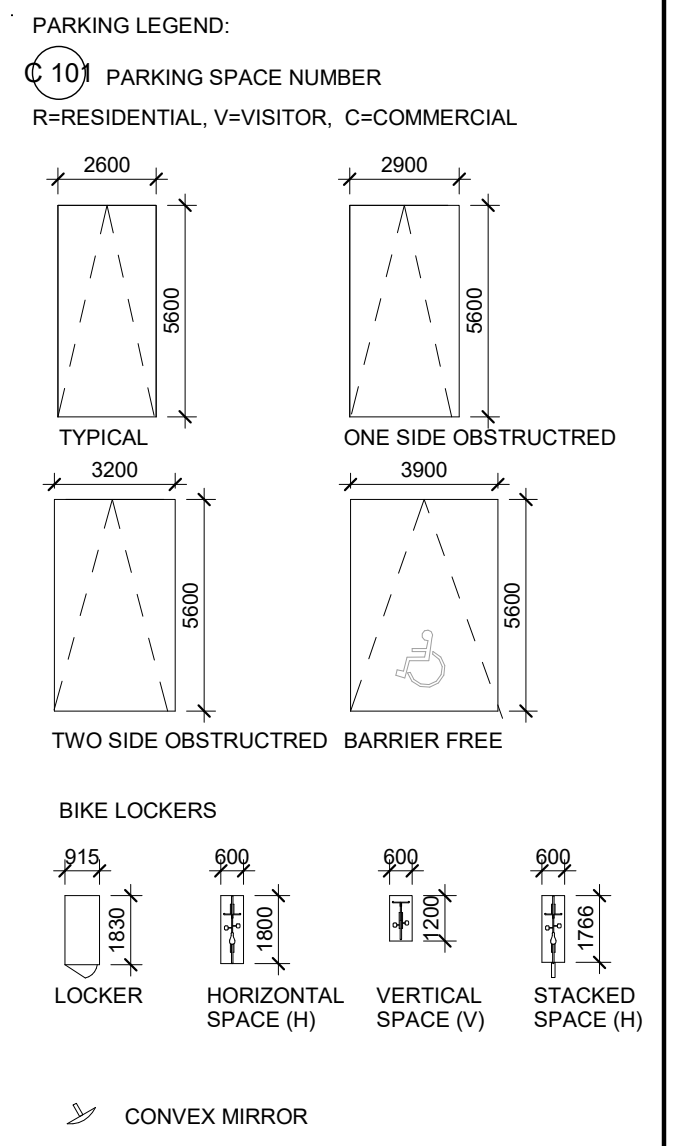
A151.S

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PARKING NOTES:

1. MINIMUM PARKING SPACE SIZES (UNLESS OTHERWISE NOTED):
 2000mm WIDE X 5600mm LONG (NO SIDES OBSTRUCTED)
 2000mm WIDE X 5600mm LONG (ONE SIDE OBSTRUCTED)
 3000mm WIDE X 5600mm LONG (TWO SIDES OBSTRUCTED)
 3600mm WIDE X 5600mm LONG (BARRIER FREE)
2. MAINTAIN MINIMUM DRIVE AISLE WIDTH OF 6000mm UNLESS OTHERWISE NOTED
3. MAINTAIN MINIMUM HEADROOM CLEARANCE OF 2100mm THROUGHOUT
4. THE SLOPE OF ALL DRIVE AISLES (EXCEPT RAMPS WITH NOTED SLOPES) DOES NOT EXCEED THE MAXIMUM OF 0%.
5. MIRRORS AND TRAFFIC CONTROL SIGNS ARE TO BE MOUNTED SO THAT THE BOTTOM OF THE SIGNS AND/OR MIRRORS ARE 2.10 METRES ABOVE CURB OR GRADE EXCEPT WHERE RESTRICTED BY OVERHEAD STRUCTURE UTILITIES IN WHICH CASE THE DISTANCE BETWEEN BOTTOM OF SIGN AND FLOOR SHALL BE MAXIMIZED. SIGNS RUNNING PARALLEL AND PERPENDICULAR TO THE CURB FACE SHOULD BE PLACED SUCH THAT THE OUTER EDGE OF THE SIGN WILL NOT PROJECT BEYOND THE CURB INTO THE TRAFFIC LANE.



VEHICULAR PARKING:

LEVEL	RESIDENTIAL	VISITOR
P1	9	13
P3	19	
TOTAL	28	13

BICYCLE PARKING:

LEVEL	RESIDENTIAL	COMMERCIAL
GROUND FL	15	9
P1	129	3
TOTAL	144	12

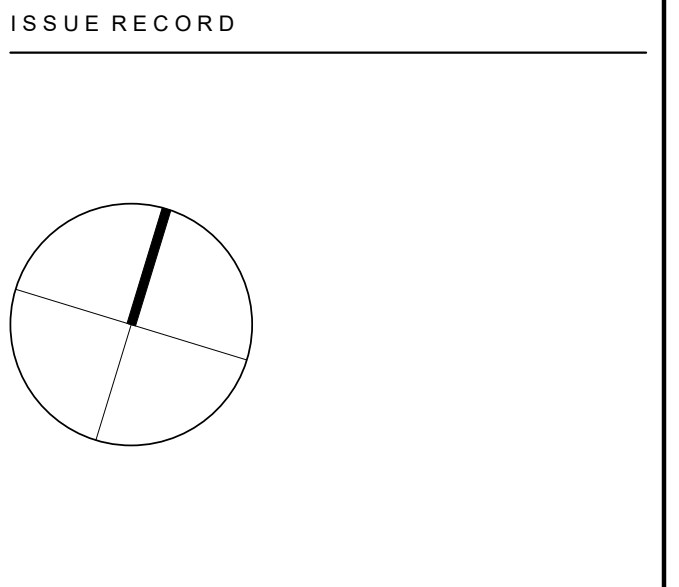
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Date	No.	Description

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Date	No.	Description



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P2 Underground Floor Plan

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QUEEN STREET EAST
 (ROAD ALLOWANCE IN FRONT OF CONCESSION 1 FROM THE BAY, TOWNSHIP OF YORK)
 (FORMERLY LOT STREET BY REGISTERED PLAN 7-A)

QUEEN STREET EAST

PART 3, PLAN 64R-13425

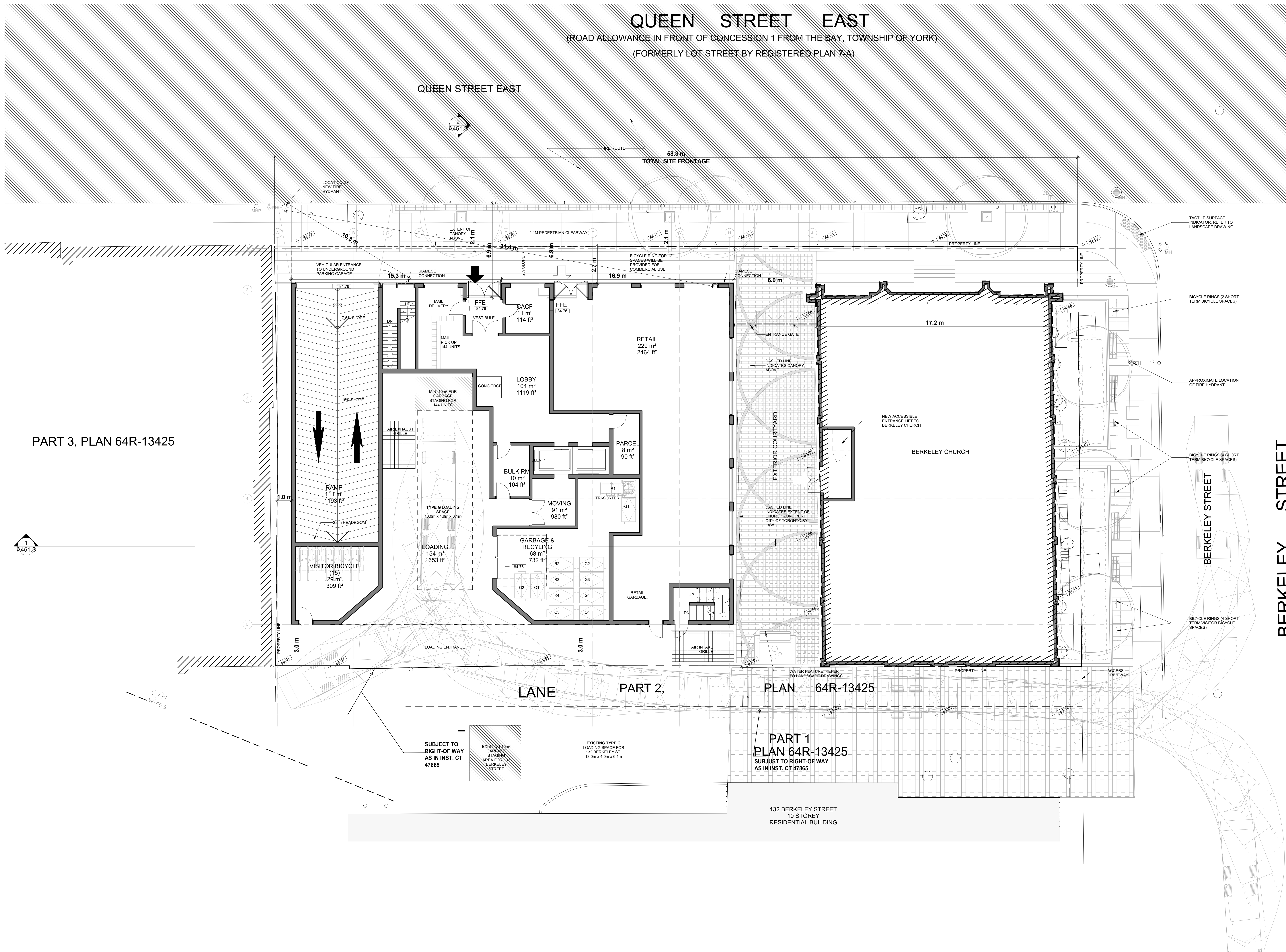
LANE PART 2, PLAN 64R-13425

PART 1
 PLAN 64R-13425
 SUBJECT TO RIGHT-OF-WAY
 AS IN INST. CT 47865

SUBJECT TO
 RIGHT-OF-WAY
 AS IN INST. CT
 47865

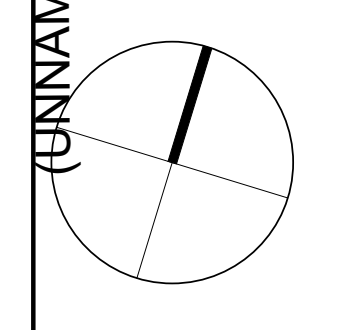
132 BERKELEY STREET
 10 STOREY
 RESIDENTIAL BUILDING

- PROPERTY LINE
- LINE OF GROUND FLOOR
- MAN BUILDING ENTRANCE
- RETAIL ENTRANCE
- EXIT
- VEHICLE / LOADING ENTRANCE / EXIT
- FIRE HYDRANT
- SIAMISE CONNECTION AT GRADE
- MANHOLE COVER
- AREA DRAIN
- CATCH BASIN
- EXISTING LIGHT
- F.F.E. FINISH FLOOR ELEVATION
- EXISTING ELEVATION
- BUILDING ENVELOPE
- FIRE ACCESS ROUTE HEAVY DUTY PAVING ASSEMBLY TO BE DESIGNED TO MEET THE LOADS IMPOSED BY FIRE FIGHTING EQUIPMENT



Date	No.	Description
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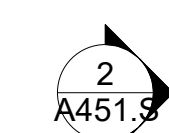
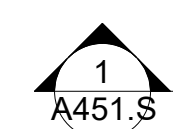
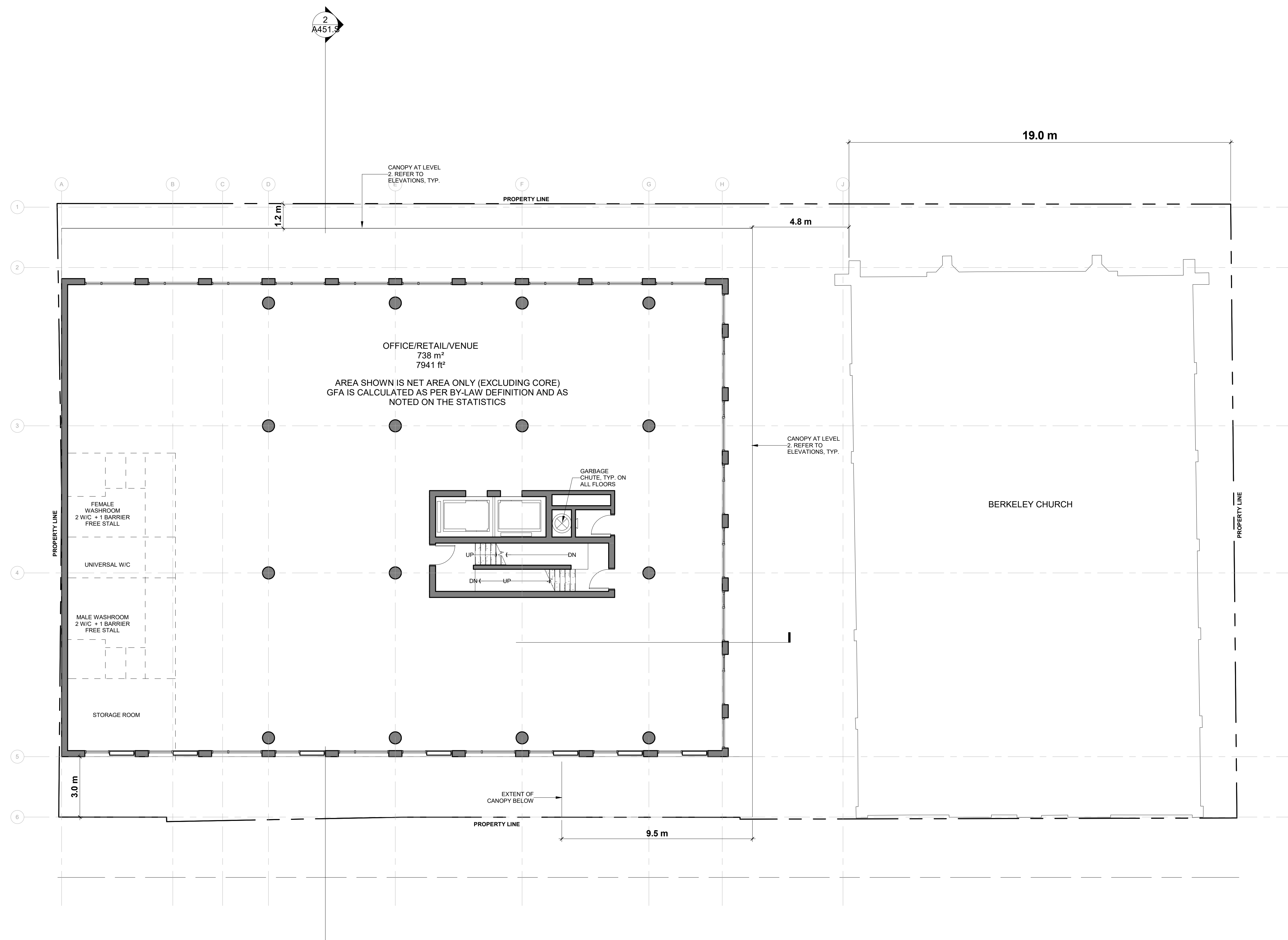
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Ground Floor Plan

A201.S

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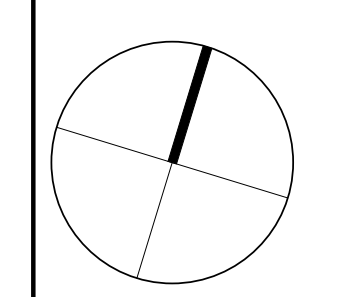


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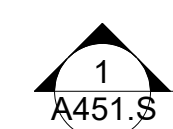
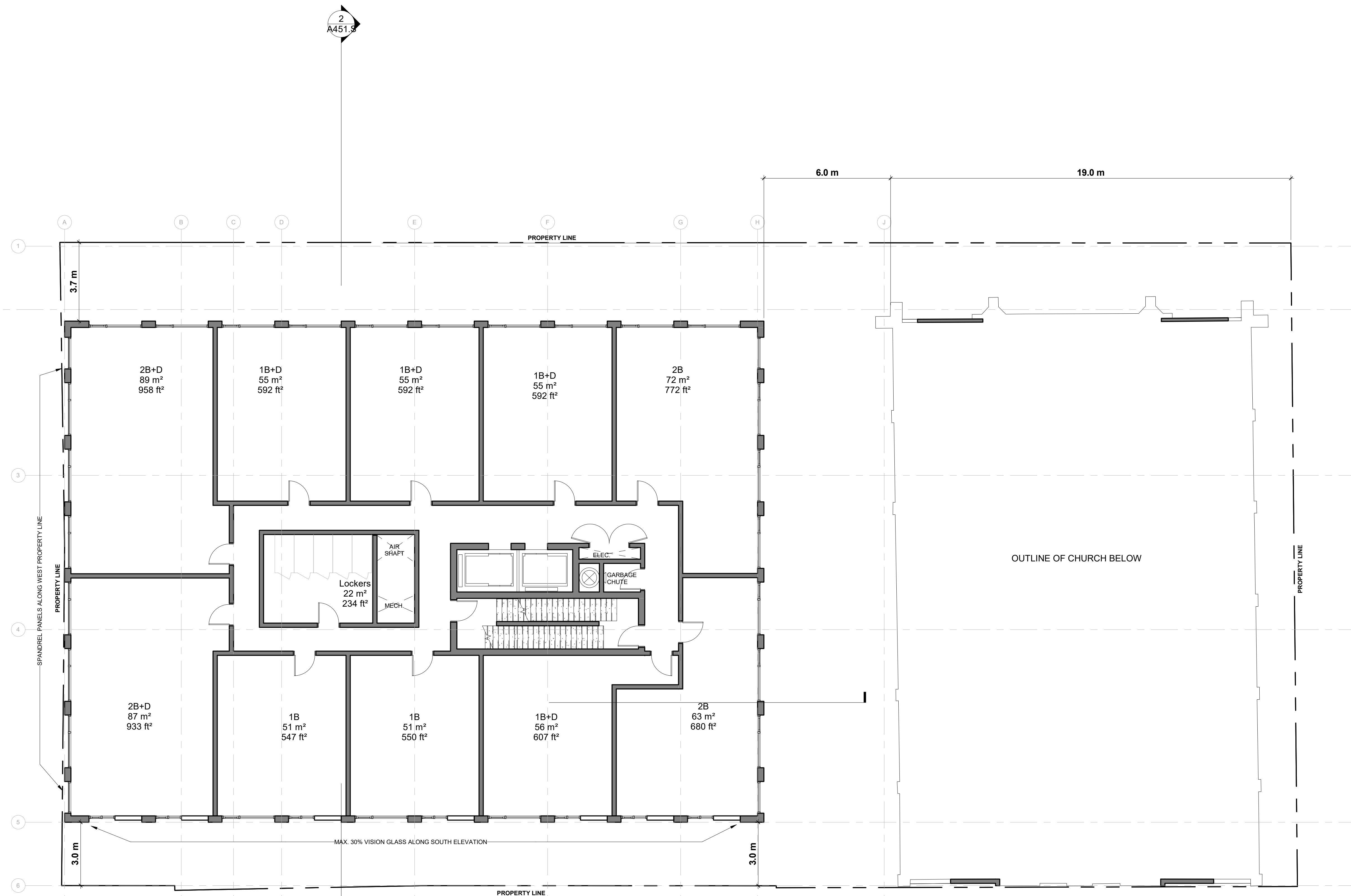
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Floor 2 Plan

A202.S

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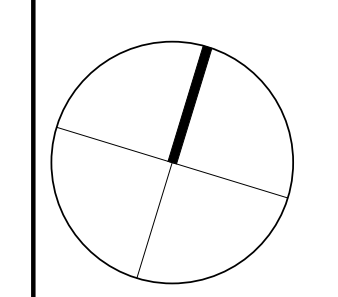


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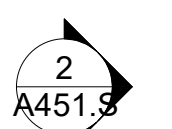
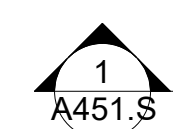
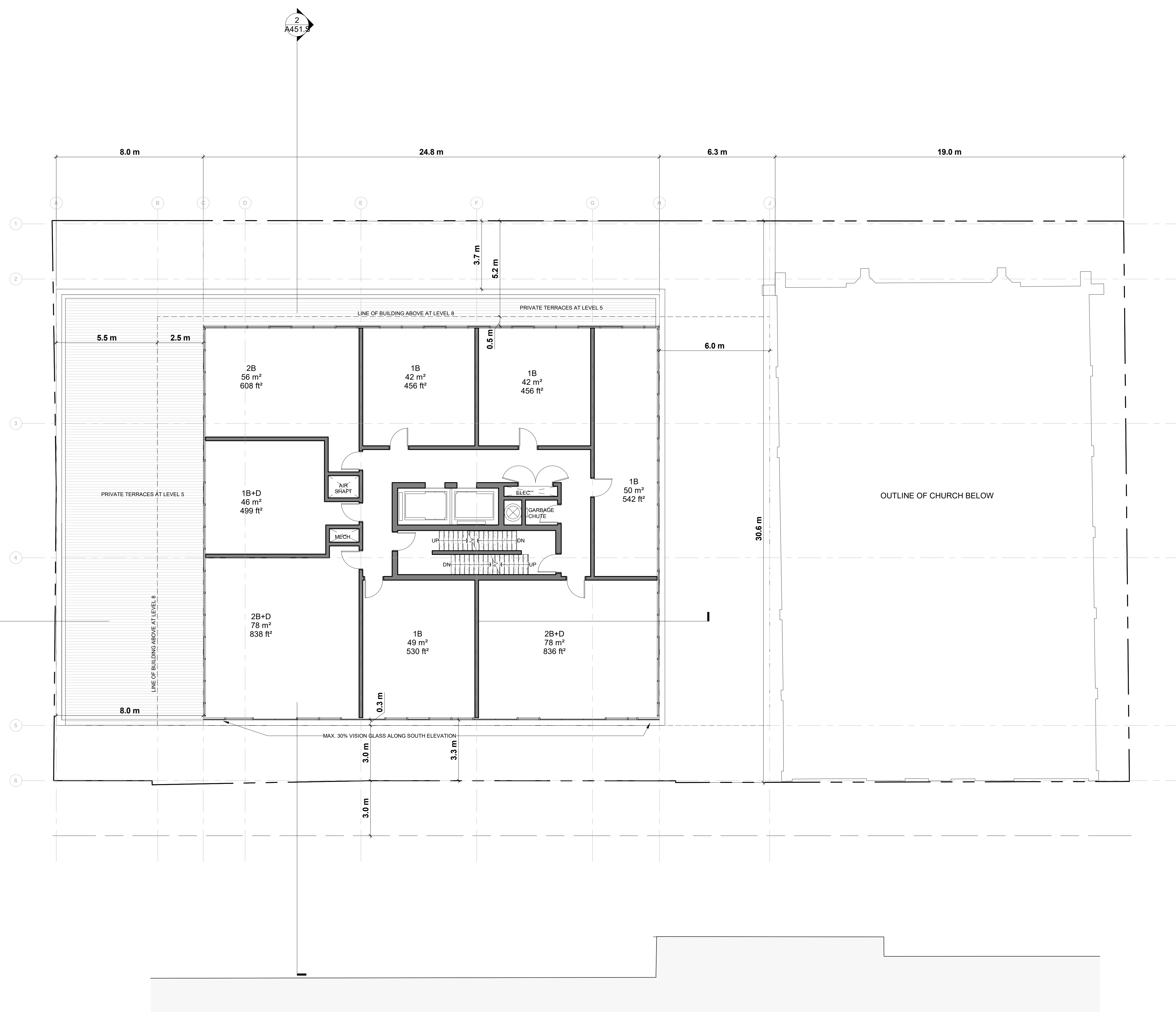
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PROJECT SCALE DRAWN REVIEWED

Typical 3rd to 4th Floor Plan

A203.S

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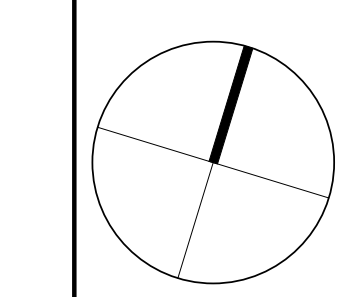


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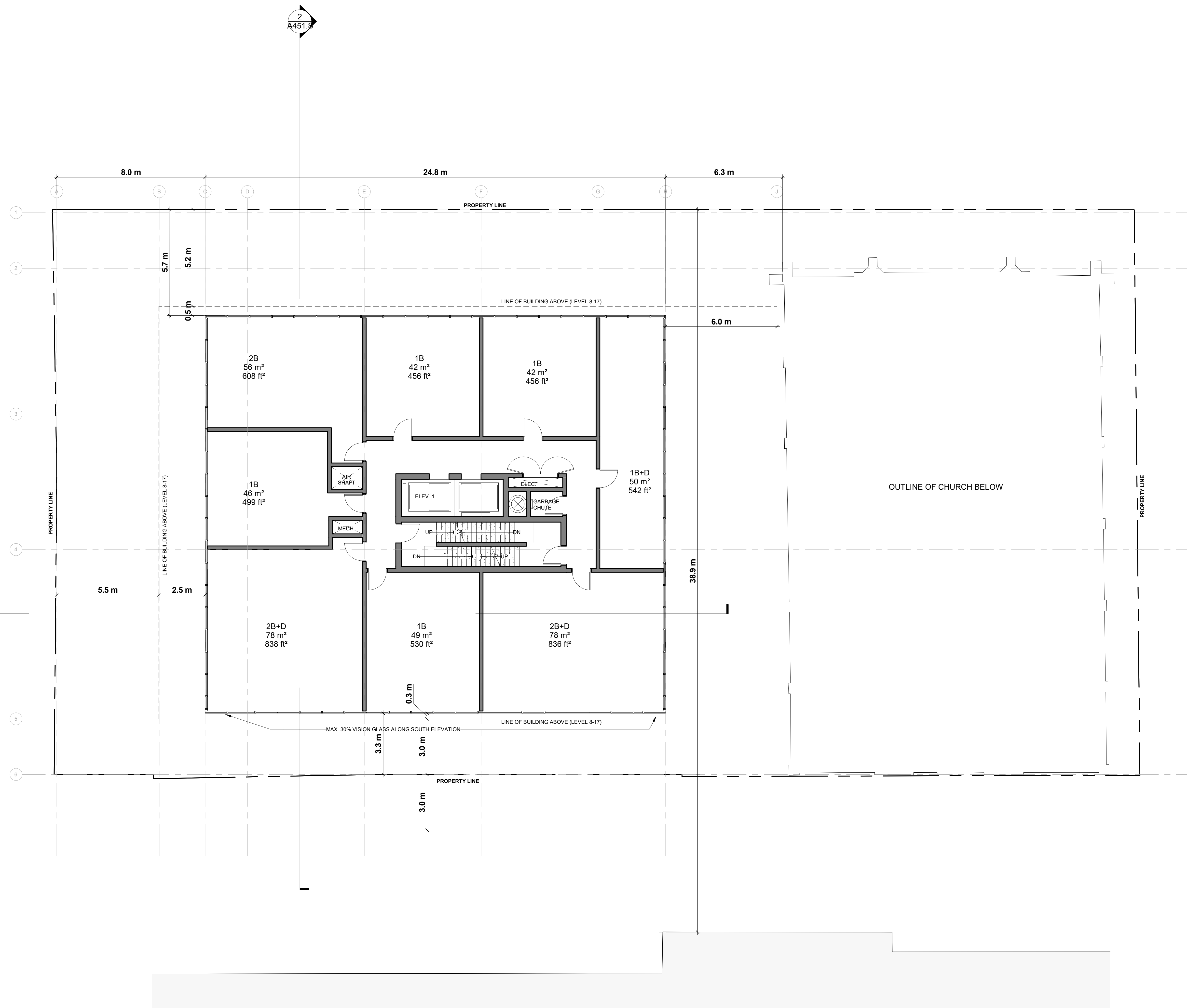
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Floor 5 Plan

A204.S

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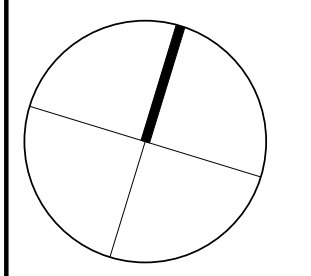


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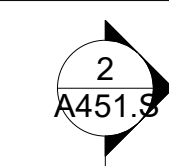
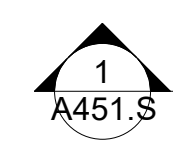
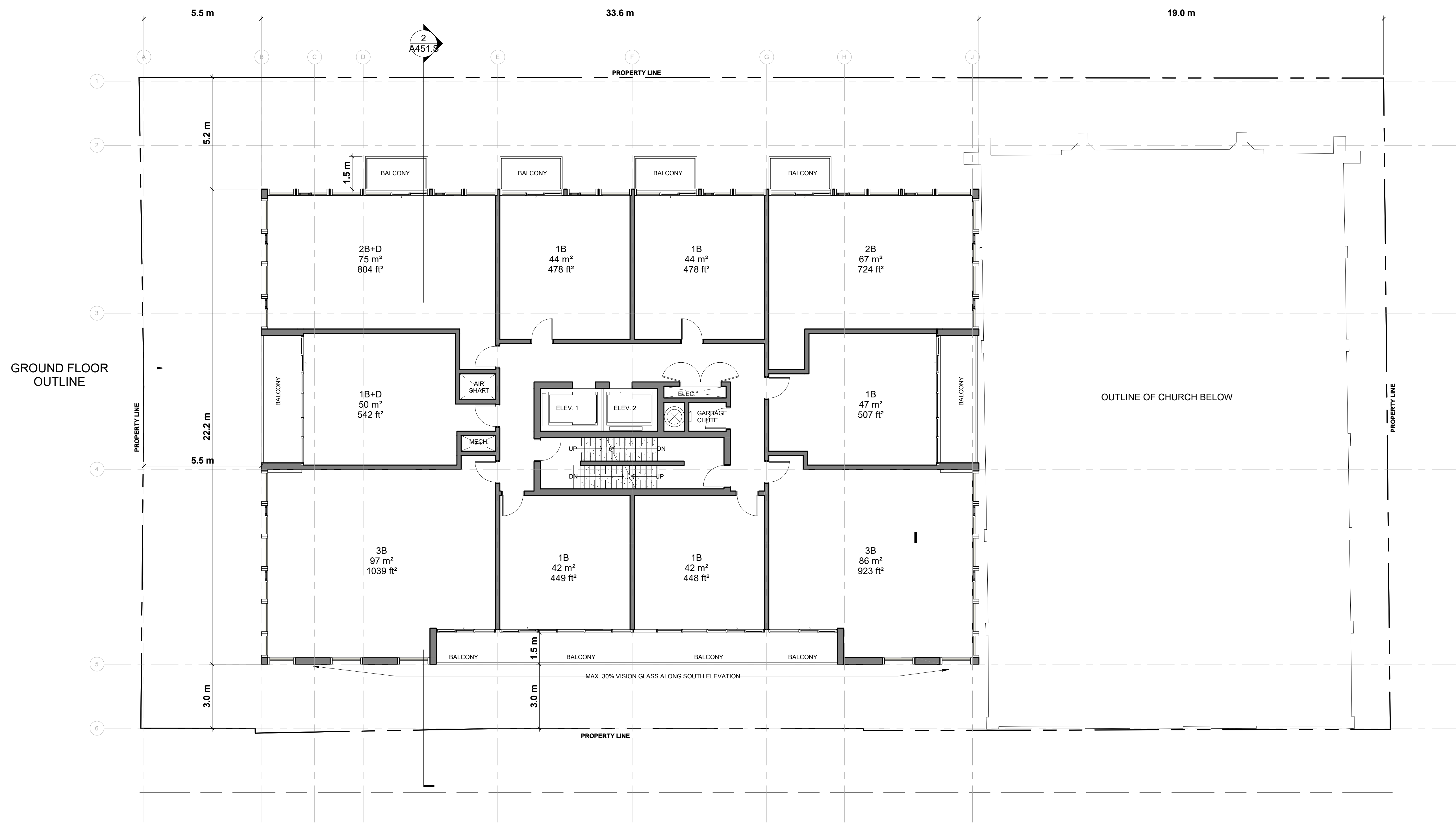
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Typical 6th to 7th Floor Plan

A205.S

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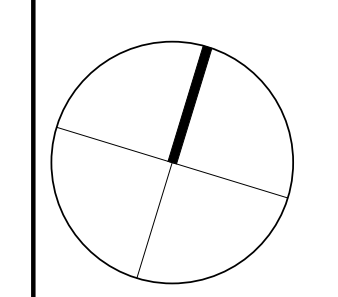


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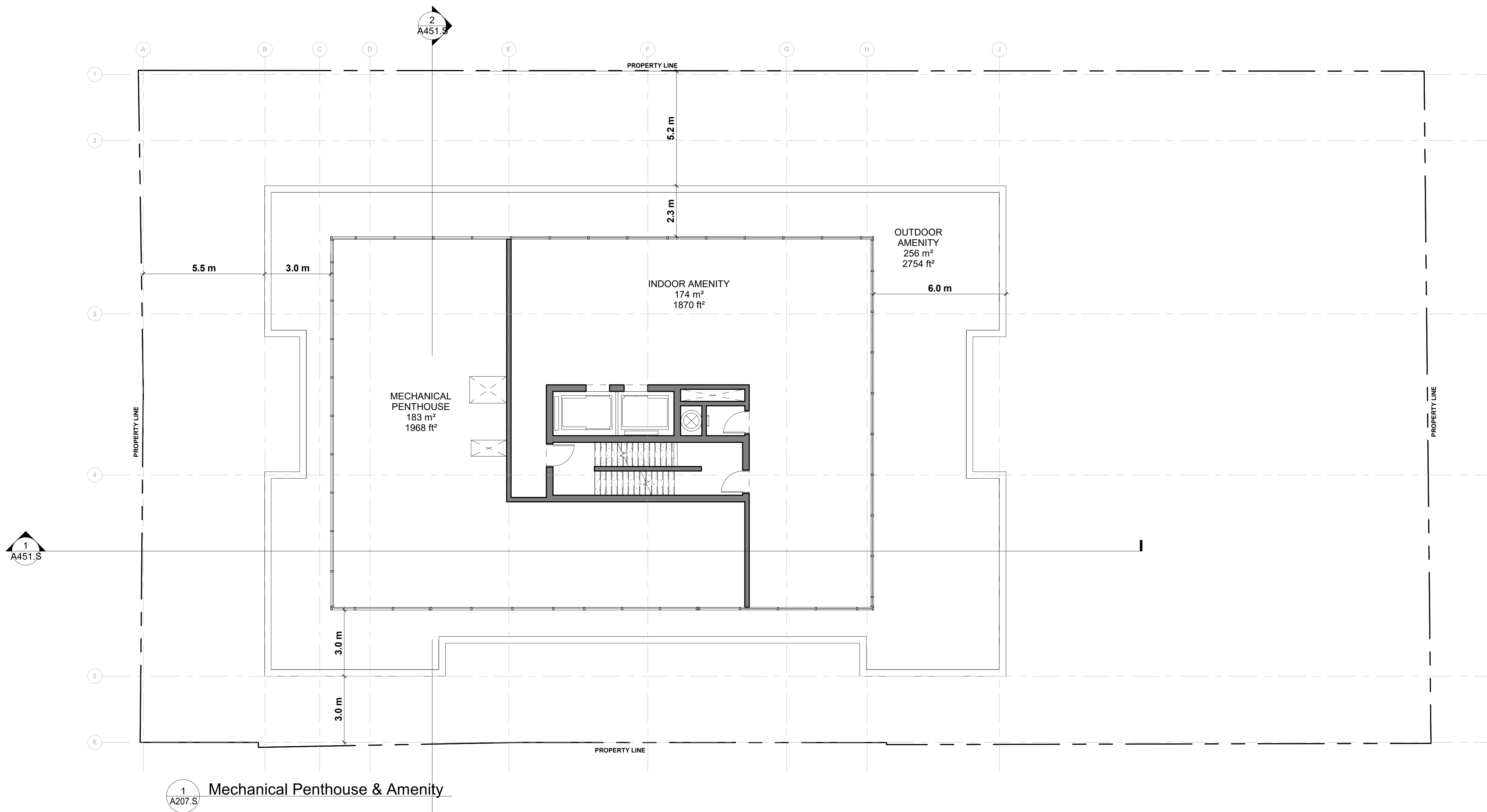
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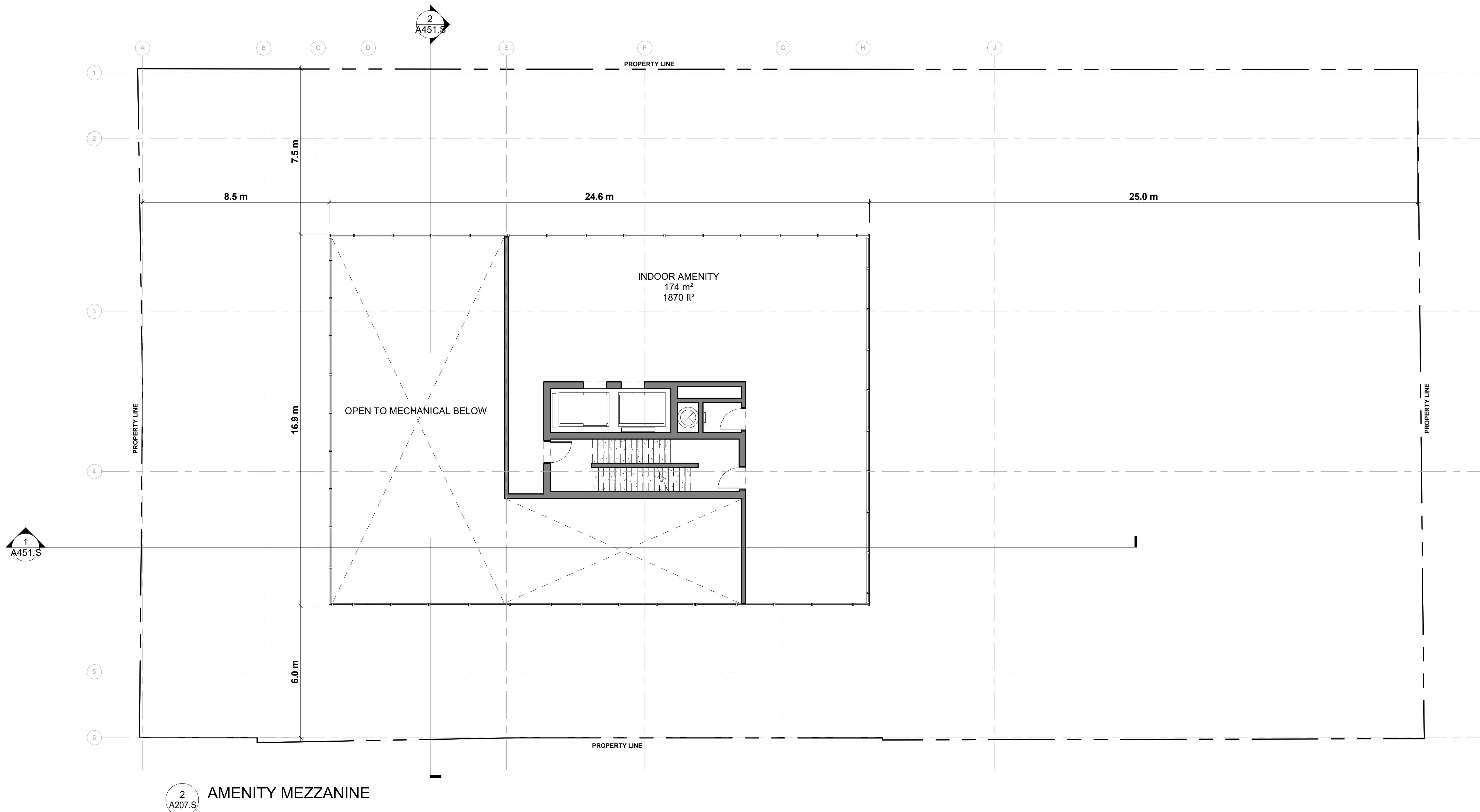
Typical 8th to 17th Floor Plan

A206.S

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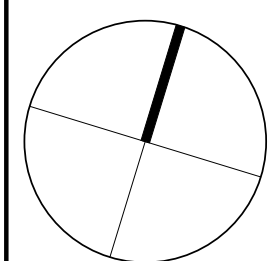
1 Mechanical Penthouse & Amenity
A207.S



2 AMENITY MEZZANINE
A207.S

Date	No.	Description
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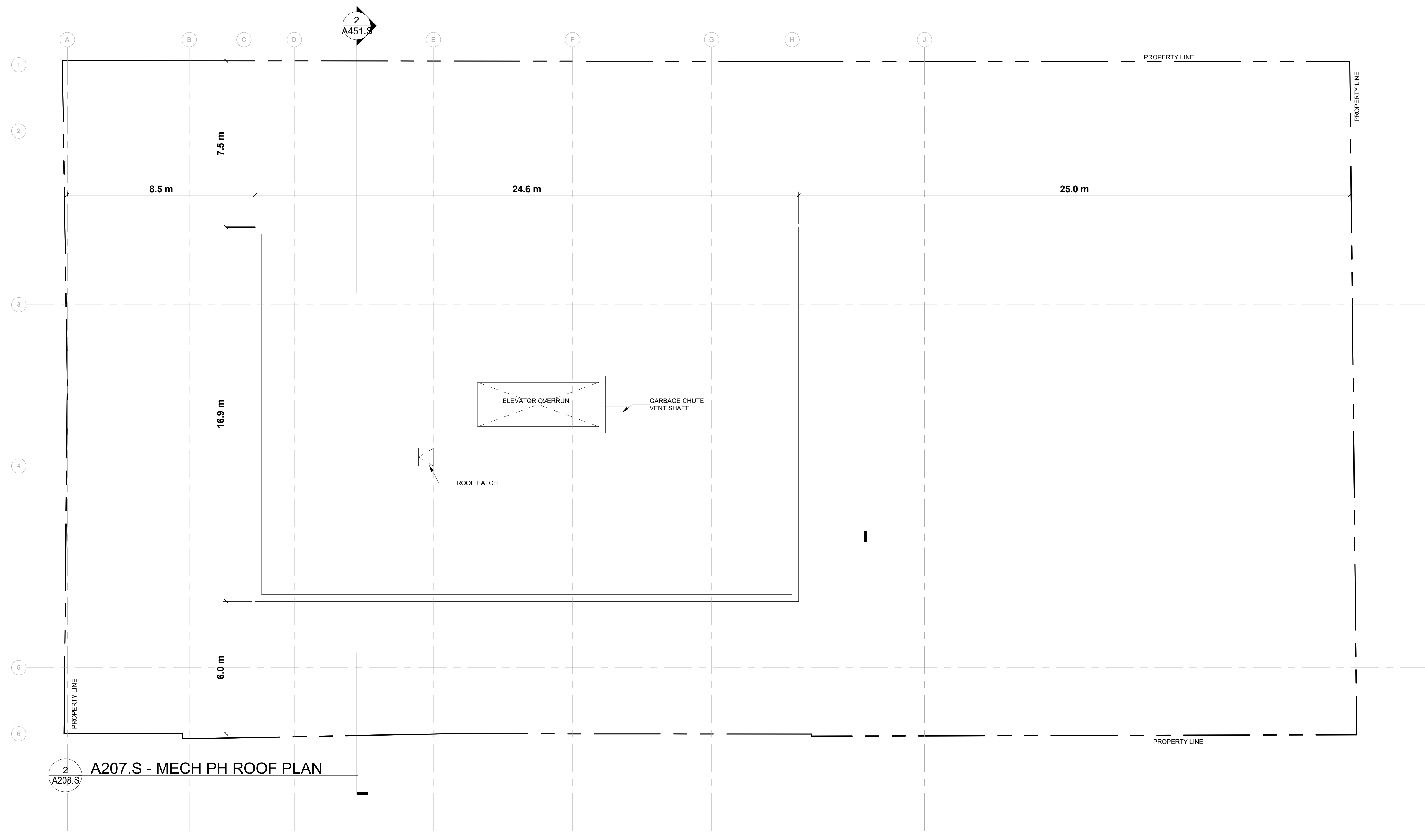
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Mechanical & Amenity Levels

A207.S

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2 A208.S A207.S - MECH PH ROOF PLAN

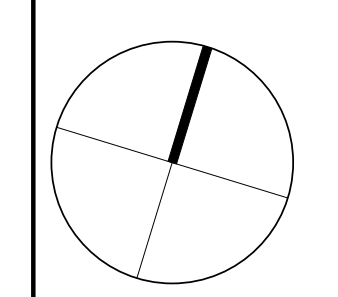


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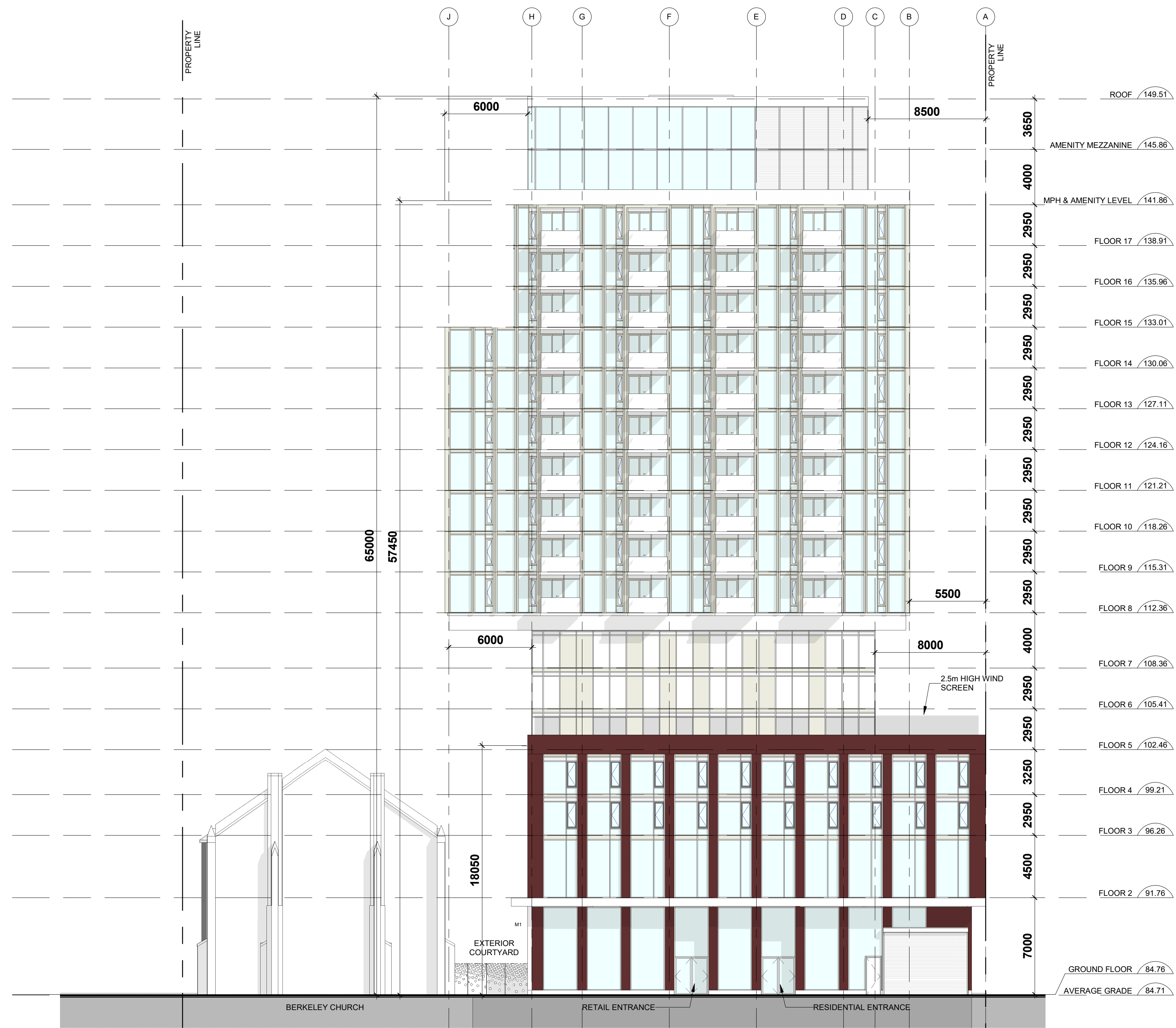
Toronto, ON
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PROJECT SCALE DRAWN REVIEWED

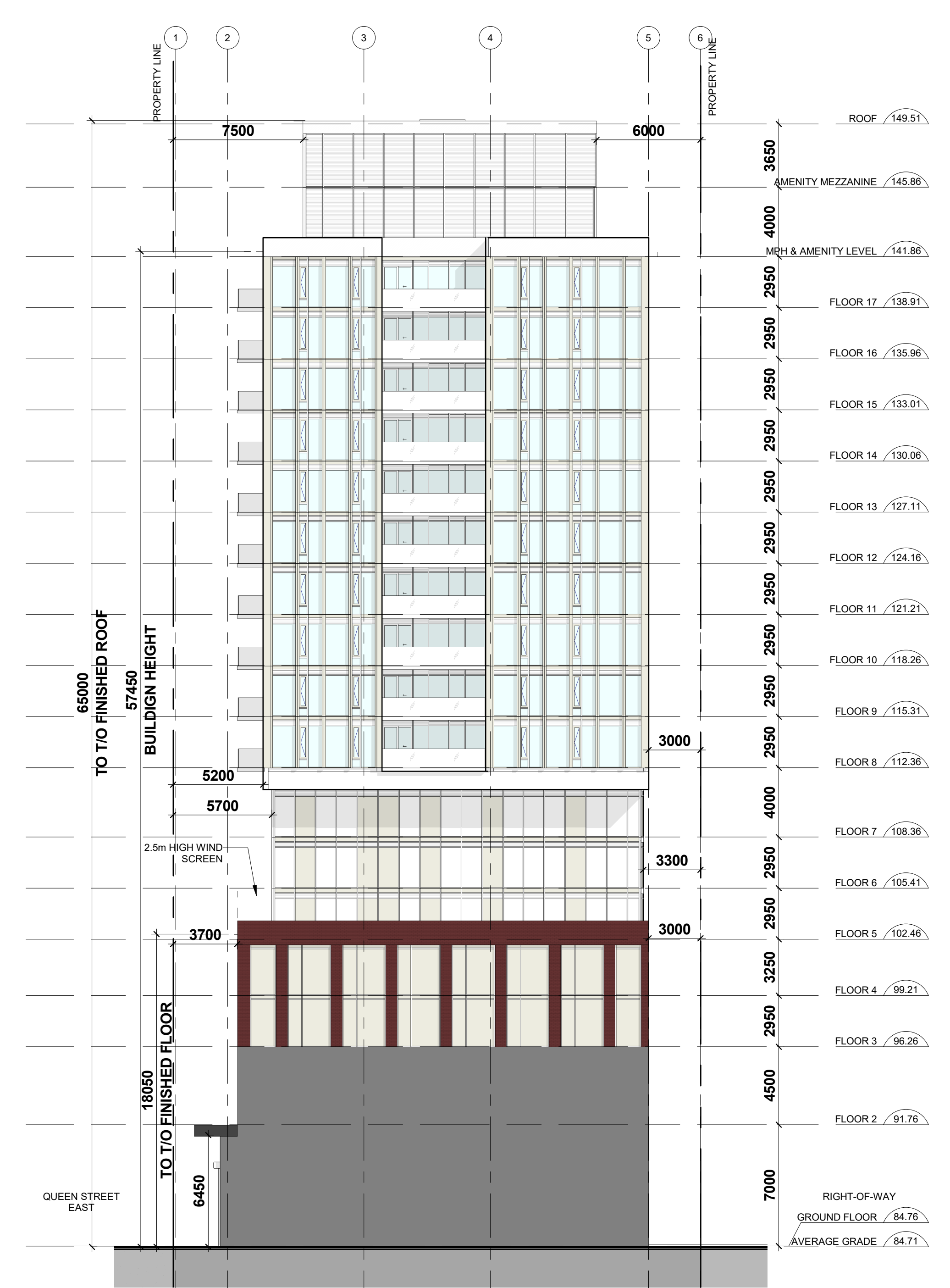
Mechanical Penthouse Roof

A208.S

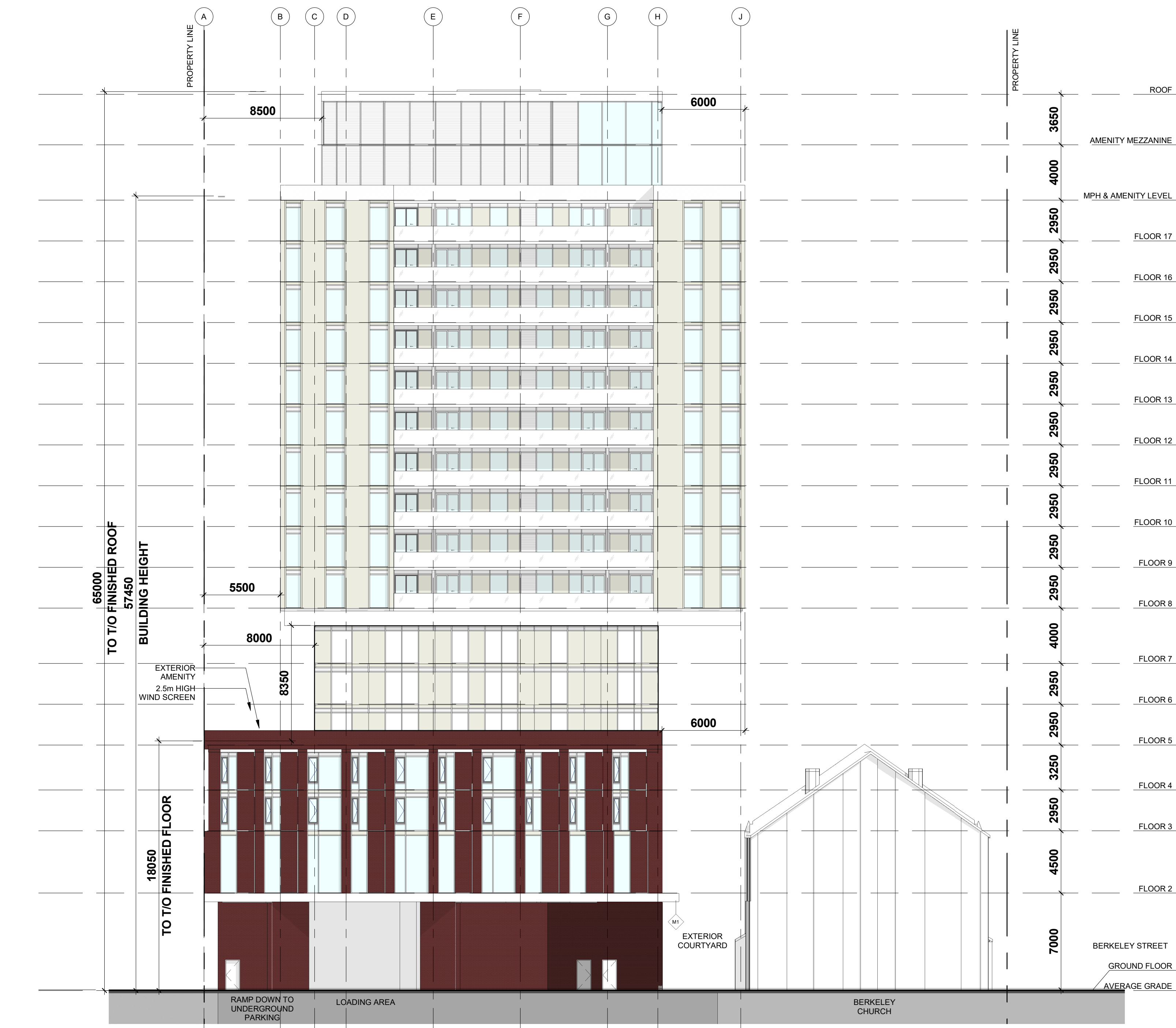
Note: This drawing is the property of the Architect and may not be reproduced or used without the expressed consent of the Architect. The Contractor is responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the Architect and obtain clarification prior to commencing work.



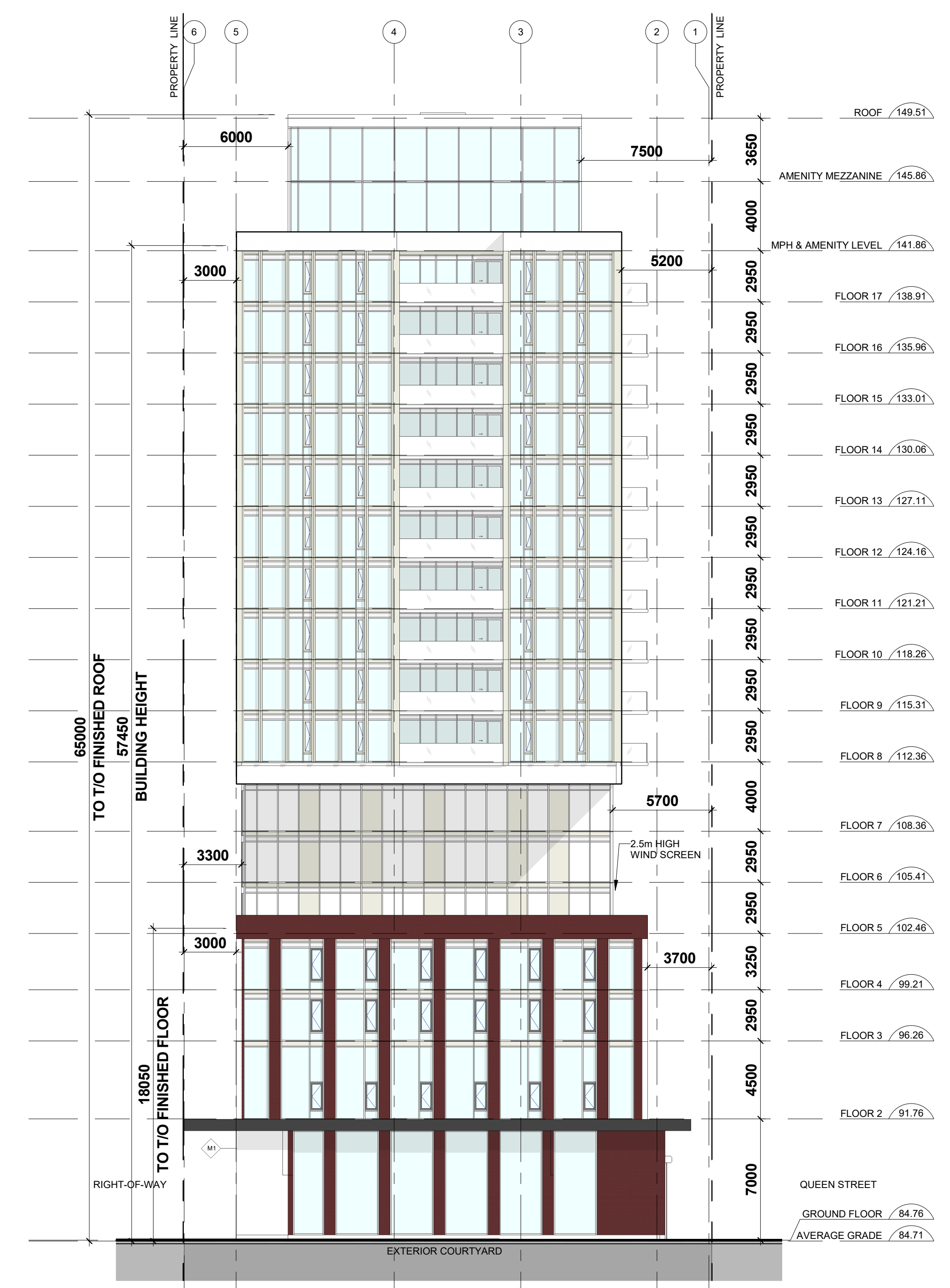
1 NORTH ELEVATION
A401.S



2 WEST ELEVATION
A401.S



3 SOUTH ELEVATION
A401.S



4 EAST ELEVATION
A401.S

Date	No.	Description
2020-10-09		Issued for LPAT Hearing
2020-03-12		Issued for OPA & Rezoning Submission
2019-12-18		Issued for OPA & Rezoning Submission
2017-12-20		Issued for Resubmission

REVISION RECORD	
No.	Description

Quadrangle

Quadrangle Architects Limited
901 King Street West, Suite 701 Toronto, ON M5V 3H5
+1 416 598 1200 www.quadrangle.ca

301 - 317 Queen Street East
Toronto, ON
for
Berkeley Events

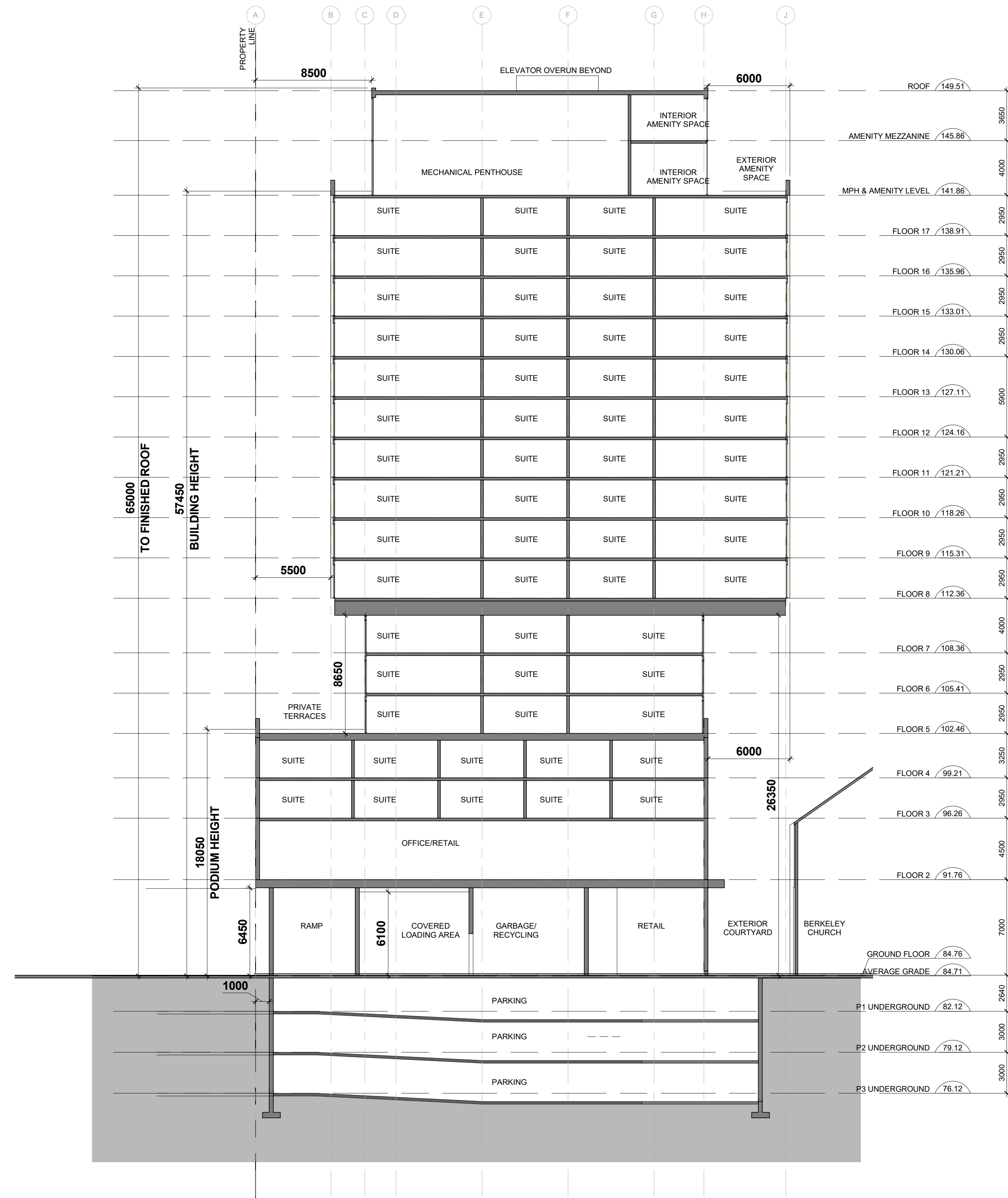
15088 1:200 MY SSC
PROJECT SCALE DRAWN REVIEWED

Building Elevations

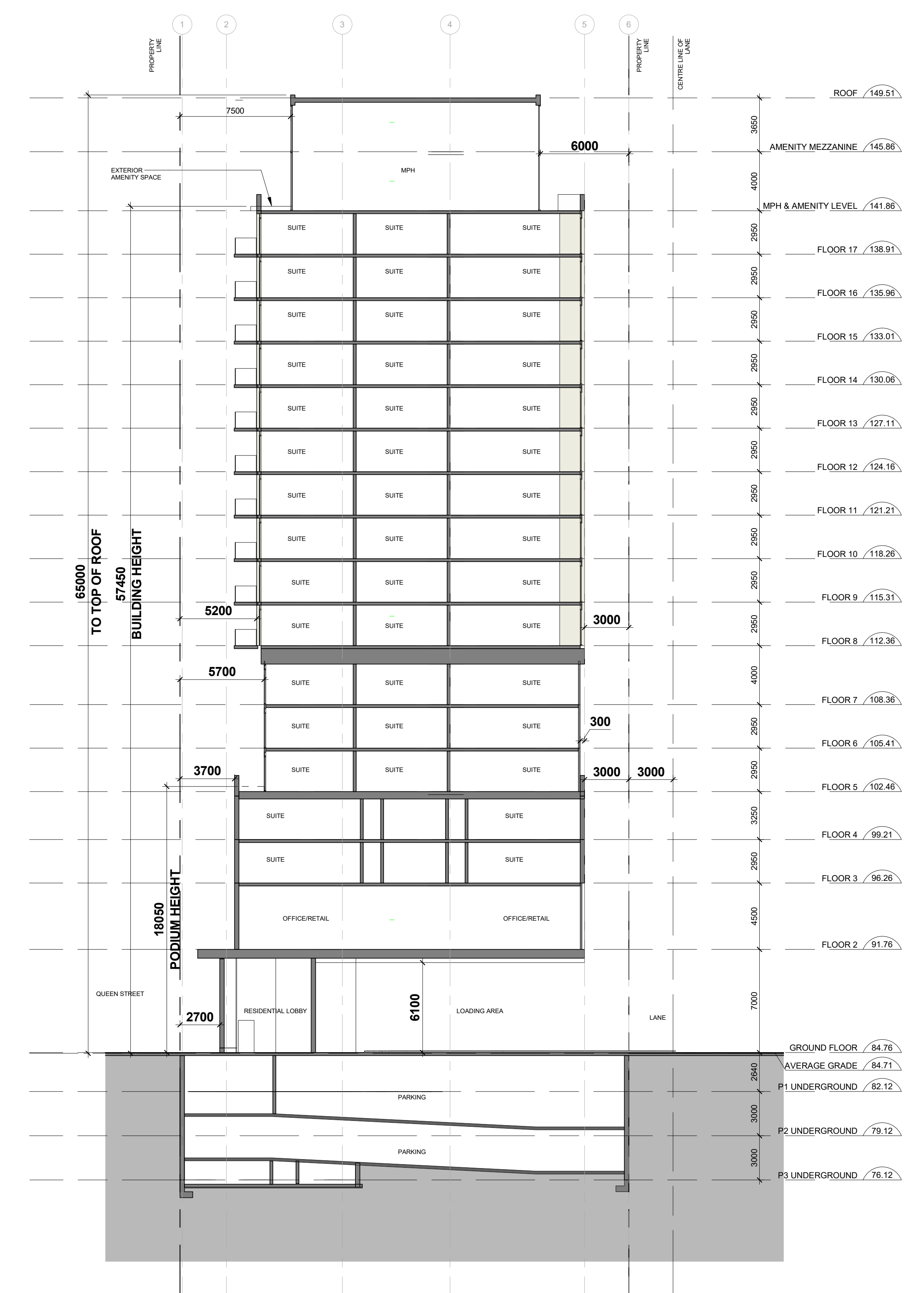
A401.S

Note: This drawing is the property of the Architect and may not be reproduced or used without the expressed consent of the Architect. The Contractor is responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the Architect and other certification prior to commencing work.

C:\Users\jshah\Documents\15088-30-111 Queen Street East - Building - 15 Drawings\301.pdf access_2020_15shah.rvt



1 EAST - WEST SECTION
A451.S



2 NORTH-SOUTH SECTION
A451.S

Date	No.	Description
2020-10-09		Issued for LPAT Hearing
2020-03-12		Issued for OPA & Rezoning Submission

Date	No.	Description

Date	No.	Description

Quadrangle

Quadrangle Architects Limited
901 King Street West, Suite 701 Toronto, ON M5V 3H5
T: 416.598.1240 www.quadrangle.ca

301 - 317 Queen Street East
Toronto, ON
for Berkeley Events

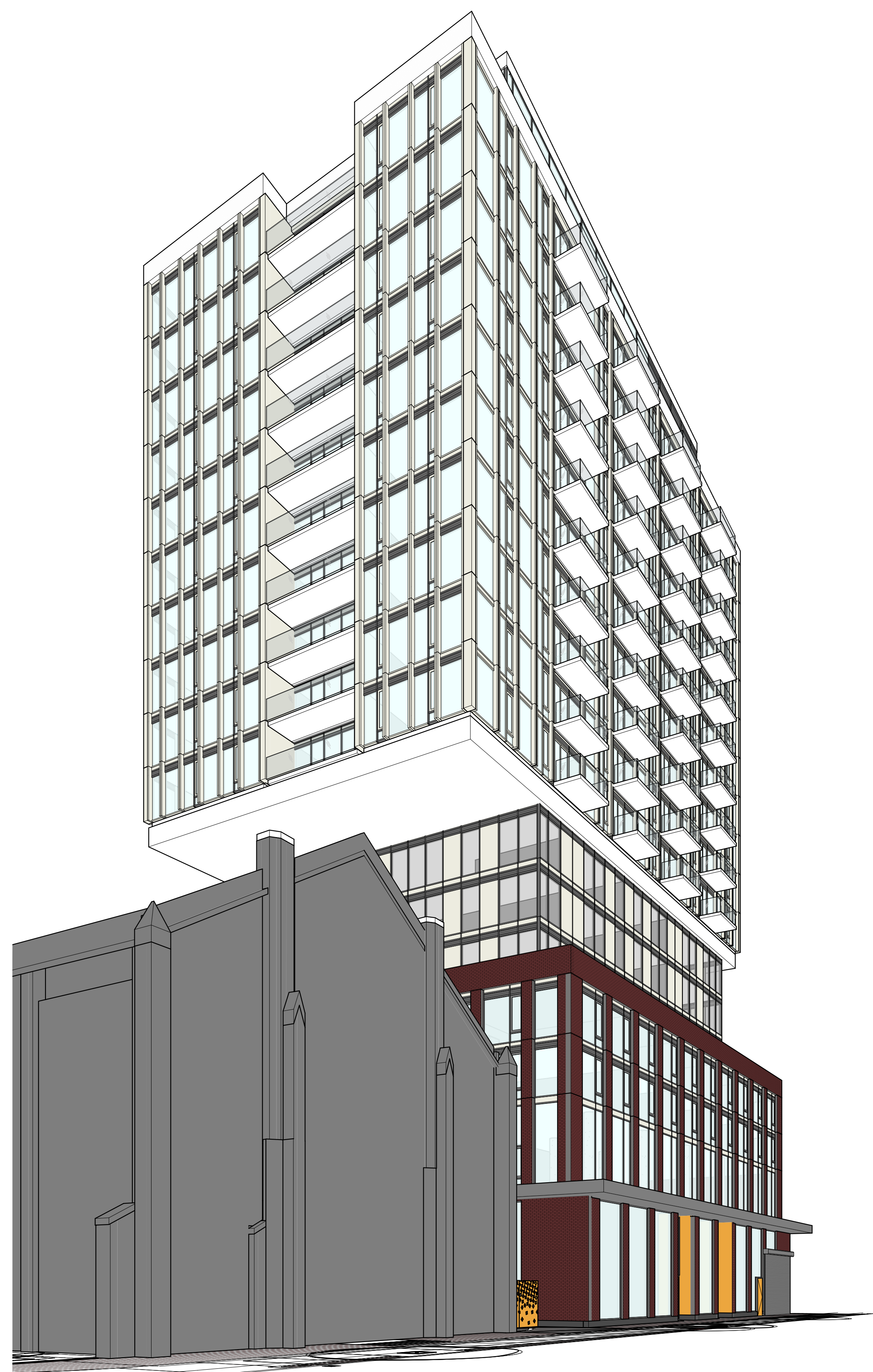
15088 1:200 MY SSC
PROJECT SCALE DRAWN REVIEWED

Building Sections

A451.S

Note: This drawing is the property of the Architect and may not be reproduced or used without the expressed consent of the Architect. The Contractor is responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the Architect and other consultation prior to commencing work.

C:\Users\jshang\Documents\10588-301-317 Queen Street East - Building_18 Storey_317.pdf access_2020_10-09.rvt



2 VIEW LOOKING WEST FROM QUEEN STREET WEST
A501.S



1 VIEW LOOKING EAST FROM QUEEN STREET EAST
A501.S

Date	No.	Description

REVISION RECORD

Date	No.	Description
2020-10-09		Issued for LPAT Hearing
2020-03-12		Issued for OPA & Rezoning Submission
2019-12-18		Issued for OPA & Rezoning Submission
2017-12-20		Issued for Resubmission

ISSUE RECORD

Date	No.	Description

Quadrangle

Quadrangle Architects Limited
901 King Street West, Suite 701 Toronto, ON M5V 3H5
t: 416.598.1500 www.quadrangle.ca

301 - 317 Queen Street East
Toronto, ON
for Berkeley Events

15088 PROJECT SCALE MY SSC DRAWN REVIEWED

3D Views

A501.S

Note: This drawing is the property of the Architect and may not be reproduced or used without the expressed consent of the Architect. The Contractor is responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the Architect and other consultation prior to commencing work.

This is Exhibit "H" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



Term Investment Statement

December 31, 2022

TOTRM11100_1778556_012 E D 4321 01310

4321

1871 BERKELEY EVENTS INC.
315 QUEEN ST E
TORONTO ON
M5A 1S7



If you have any questions regarding your statement, please contact your TD Canada Trust branch or EasyLine at 1-866-222-3456.

GIC/Term Deposit Holdings - CDN \$ Investments

Issue Date	Maturity Date	Number	Interest Type	Interest Rate (%)	Principal (\$)	Accrued Interest (\$)	Current Value (\$)	Maturity Value (\$)
Issuer: The Toronto-Dominion Bank								
TERM DEPOSIT								
Dec 8, 2022	Jan 11, 2023	8575715-04	Simple	4.2800	364,106.30	1,024.68	365,130.98	364,106.30
Total Issued by The Toronto-Dominion Bank							365,130.98	364,106.30
TOTAL CDN \$ INVESTMENTS							\$ 365,130.98	\$ 364,106.30

Contributing to your Retirement Savings Plan can be a great way to help you meet your financial goals. The 2022 RSP contribution deadline is Wednesday March 1, 2023. Visit your local branch or contact us today to make your contribution.

You can designate a beneficiary and/or a successor holder within the plan documentation of your Tax-Free Savings Account. In Quebec, a designation can be made only in a will or marriage contract. Please visit your branch for details.

JTA8293732-0001557-01310-0001-0001-00-

Accrued interest is calculated based on the current value from the last interest payment date to the current statement date.

Current value is equal to the original principal plus any capitalized interest plus accrued interest less redemptions, if applicable.

For all simple interest GIC/Term Deposit Holdings, the maturity value is equal to the original principal less redemptions, if applicable, and does not include any past interest payments, accrued interest, or future interest payments.

This is Exhibit "I" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



1175484 Ontario Inc (sometime carrying on
business as The Church At Berkeley)
315 Queen St E
Toronto ON M5A 1S7

Notice details

Date	OCT 11 2022
Contact name	M. Kopchek
Telephone number	(905) 520-7055 Ext
Toll free number	Ext
Account number	899576037RT0001

Requirement to pay

This is a copy of a requirement to pay we sent to:
TD Canada Trust
Specialized Demands Dep.

You can still make a payment on your debt. For payment options, go to canada.ca/payments.

If you already paid your debt in full, please call the contact person to provide the details of your payment.

The following taxpayer(s) owe(s) **\$252,937.69** for the account 899576037RT0001.

1175484 Ontario Inc (sometime carrying on
business as The Church At Berkeley)
315 Queen St E
Toronto ON M5A 1S7

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$252,937.69, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, or subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, or subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

1175484 Ontario Inc ,(sometimes carrying on
business as The Church At Berkeley)
315 Queen St E
Toronto ON M5A 1S7

Notice details

Date **OCT 11 2022**

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.



Resource Officer/Complex Case Officer

(TAXPAYER)

This is Exhibit "J" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

Requirement to pay CRA

Douglas Wheler <dwheler@hotmail.com>

Tue 2022-10-25 1:58 PM

To: Beltrami, Eric P <Eric.Beltrami@td.com>

Cc: Furfaro, Kathryn <Kathryn.Furfaro@td.com>; alan.page@slf.ca <alan.page@slf.ca>

Hi Eric and Katie,

RE: CRA Demand

Further to my email yesterday, would you please pay the CRA the demand amount of \$252,357.69 from our TD segregated account balance of \$361,726.41. This payment demand from CRA will allow the registration of our Section 37 agreement. This will add value to the Church property (1175484 Ontario Inc.) which TD bank holds the mortgage on.

Regards,

Douglas J. Wheler

President

Berkeley Events

Toronto, Ontario

C: 416.436.4379

www.berkeleyevents.com

This is Exhibit "K" to the affidavit of
Douglas Wheeler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-04-07-1-720-01700-0000-0 3

Issued to:
1175484 Ontario Inc.
Douglas Wheler
315 Queen Street East
Toronto ON M5A 1S7

DESCRIPTION OF PROPERTY		
317 QUEEN ST E PLAN 7A PT LOT 40		
TAX SUMMARY		
2022	Taxes	78,132.37
2023	Interim	39,066.19

Your Ref. No.:
Statement Showing Taxes as at: February 24, 2023

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
		0.00	0.00	0.00	0.00	
	Total:	0.00	0.00	0.00	0.00	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
March 01, 2023	13,022.19	Real Estate 2023	
April 03, 2023	13,022.00	Real Estate 2023	
May 01, 2023	13,022.00	Real Estate 2023	
Total:	39,066.19		



CHANGE OF OWNERSHIP NOTICE

Cut Here

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-07-1-720-01700-0000-0 3

Issued to:
1175484 Ontario Inc.
Douglas Wheler
315 Queen Street East
Toronto ON M5A 1S7

Your Ref. No.:

DESCRIPTION OF PROPERTY
317 QUEEN ST E PLAN 7A PT LOT 40
MESSAGES

CHANGES	
Owner(s)	Surname _____ Given Name _____
	Surname _____ Given Name _____
	Surname _____ Given Name _____
Mailing Address	_____

Postal Code	_____
Property Address	_____

***** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU ****

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-04-07-1-720-01700-0000-0 3

Issued to:
1175484 Ontario Inc.
Douglas Wheler
315 Queen Street East
Toronto ON M5A 1S7

Table with 1 column: DESCRIPTION OF PROPERTY
317 QUEEN ST E
PLAN 7A PT LOT 40

Table with 3 columns: Year, Taxes, Amount
2022 Taxes 78,132.37
2023 Interim 39,066.19

Your Ref. No.:
Statement Showing Taxes as at: February 24, 2023

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the Municipal Tax Sales Act, 1990 or the Municipal Act, 2001, S.O. 2001, C.25, as amended and the City of Toronto Act 2006 S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 72.98 for each separate parcel

Handwritten signature of Andrew Flynn

Andrew Flynn
Controller, City of Toronto

Important Notes:

- 1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the Assessment Act, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the City of Toronto Act, 2006, S.O. 2006, C. 11, Section 40 of the Assessment Act, R.S.O. as amended, or any legislative amendments that provide for further adjustments.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 322 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 282 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.



CHANGE OF OWNERSHIP NOTICE

Cut Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-04-07-1-720-01700-0000-0 3

Issued to:
1175484 Ontario Inc.
Douglas Wheler
315 Queen Street East
Toronto ON M5A 1S7

Your Ref. No.:

Form with sections: DESCRIPTION OF PROPERTY (317 QUEEN ST E, PLAN 7A PT LOT 40) and MESSAGES.

Form with sections: CHANGES (Owner(s) with Surname/Given Name fields), Mailing Address, Postal Code, Property Address.

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature

This is Exhibit "L" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023



A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

TERM SHEET

Re: Proposed Sale or Development Partnership for 301-311 Queen Street East and the Berkeley Church Event and Media Venue at 317 Queen Street East, Toronto Ontario.

The general terms and conditions as outlined in this Term Sheet are only meant to provide the parties with a guideline of proposed ownership structure of the property described herein and select terms and provisions to be contained in the governing agreements described herein. This Term Sheet is non-binding and is not an offer capable of being accepted. All amounts herein are expressed in Canadian dollars.

Overview:

Ontario Land Tribunals approved with conditions, a 19 floor mixed use high rise development (144 Condominium Units and Podium Commercial/Retail Space) straddling 301, 311 and 317 Queen Street East, Toronto, Ontario in accordance with Toronto zoning by-law 1150-2022 (OLT). The mixed-use development project requires the permanent sub-surface and air right use of the Berkeley Church Event & Media Venue's Courtyard, to be severed and conveyed to 1606077 Ontario Inc. via a future Committee of Adjustment or strata-title process unless the Berkeley Church Event & Media Venue's Courtyard is purchased.

1. Vendors: one or more Ontario corporations controlled solely by Mr. Doug Wheler.
2. Properties:
 - (a) 301 Queen Street East, Toronto, Ontario M5A1S7, being all of PIN 210910080 ("**301 Queen**");
 - (b) 311 Queen Street East, Toronto, Ontario M5A1S7, being all of PIN 210910081 ("**311 Queen**"); and
 - (c) 317 Queen Street East, Toronto Ontario M5A 1S7, being all of PIN 210910082 (the "**Berkeley Church Event & Media Venue**").
3. Purchase Options:
 - (a) all of 301 Queen, 311 Queen and the Berkeley Church Event & Media Venue; or
 - (b) only 301 Queen and 311 Queen purchased together conditionally upon the conveyance of a portion of the Berkeley Church Event & Media Venue courtyard measuring approximately 15 feet by 100 feet or sufficient land enabling the development and construction of the straddled development site.
4. Alternative Development Partnership Option:
 - (a) 311 Queen and the Berkeley Church Event & Media Venue are transferred to a newly formed Ontario limited partnership (the "**Limited Partnership**") the equity

of which is controlled by the Vendor and a real estate developer (the “**Developer**”) on percentages to be determined by the parties.

- (b) The general partner of the Limited Partnership will be controlled by the Vendor and the Developer on a 50%/50% basis.
 - (c) Developer will contribute 25% of equity to the Limited Partnership to be used for development expenses and development approvals. Vendor to contribute 301 and 311 Queen and the Courtyard of the Berkeley Church Event & Media Venue or the entire Berkeley Church Event and Media Centre to the Limited Partnership.
 - (d) Concurrent with entering into the limited partnership agreement for Limited Partnership (the “**LPA**”), the Limited Partnership will enter into a development management agreement with the Developer or an affiliate for the purposes of providing development and construction services to the Limited Partnership. Developer will be paid a development management fee to be determined.
 - (e) Concurrent with entering into the LPA, the Limited Partnership will enter into a facility management agreement with the Vendor or an affiliate for the purposes of managing the business of the Berkeley Church Event and Media Venue. The Vendor will be paid a facility management fee to be determined.
5. Purchase Price in event of Purchase:
- (a) (i) 301 Queen and 311 Queen: \$32,600,000 (purchase price allocation to be determined), plus applicable HST subject to usual adjustments; and (ii) portion of Courtyard of Berkeley Church Event & Media Venue: \$3,400,000 plus applicable HST subject to usual adjustments.
 - (b) entire Berkeley Church Event & Media Venue: \$22,500,000 plus applicable HST, subject to usual adjustments.
6. Refundable Deposit: \$500,000 (for either purchase option 5(a) or 5(b)).
7. Initial Due Diligence Period: 45 days after date of agreement acceptance. Purchaser to conduct its own Phase 1, Phase 2 ESA, Record of Site Condition at expense of Purchaser.
8. Non-refundable Deposit: \$3,000,000 (for either purchase option 5(a) or 5(b)) due upon completion or waiver of initial due diligence period. To be held in trust and released to the Vendor as part of the purchase price at closing.
9. Purchaser’s Conditions: During the due diligence period, the Purchaser is to satisfy itself with all aspects of the property including: (i) physical and environmental inspections as well as reports at the sole cost and expense of the Purchaser; (ii) Vendor’s title to the properties, including all registrations thereon; and (ii) economic viability of the property.

10. Vendor's Conditions:

- (a) Consent of lenders.
 - (b) Extinguishment of existing leases.
 - (c) In the event of the purchase option under 3(b): (i) the additional courtyard land of Berkeley Church Event & Media Venue to be deeded to 301 and 311 Queen Street East as a condition to sale; (ii) development agreement/shared use facility agreement to be entered into between the Purchaser and Vendor for the Berkeley Church Event & Media Venue to share the surface of the Berkeley Church Event & Media Venue courtyard; and (iii) all shared laneway agreements with neighboring property owners.
 - (d) Assumption by Purchaser of: (i) plan of condominium; (ii) site plan process; (iii) severance and conveyance approval relating to the Courtyard of the Berkeley Church Event & Media Venue; and (iv) assumption of process of removal of holding provisions as well as any other agreements necessary.
11. "As is, Where is": Vendor is selling 301 Queen, 311 Queen and the Berkeley Church Event & Media Venue at 317 Queen Street, on an "as is, where is" basis as they exist on the closing date, including any latent or patent defects and any environmental conditions or requirements. The Purchaser shall, by the last day of the due diligence period, have conducted such inspections of the condition and title to the properties as it considers appropriate and shall have satisfied itself with regard to these matters as they exist as at the end of the due diligence period.
12. Environmental: Vendor will deliver to Purchaser copies of any environmental site assessment reports in its possession for information purposes only. Purchaser must conduct its own investigations during the due diligence period to satisfy itself with respect to environmental matters, as no representations or warranties will be provided by the Vendor in this regard.
13. Closing Date: Agreement of purchase and sale of March 1, 2023 and closing date of June 1, 2023 or October 1, 2023 in the event the courtyard land of Berkeley Church Event & Media Venue is to be deeded in event of only the sale of 301 and 311 Queen.
14. Deposits: a first agreement acceptance deposit in the amount of \$500,000 is due 5 Business Days after the execution of the agreement of purchase and sale and a second non-refundable deposit of \$1,500,000 is due 5 Business Days after waiver of the Purchaser's Conditions.
15. Berkeley Church Event & Media Venue Lease Back:

In the event of a sale under either purchase option outlined above in section 3(a) or (b), the Vendor shall have the right to lease-back 301 Queen, 311 Queen and the Berkeley Church Event & Media Venue at a rate of \$25,000 per month plus HST, plus utilities and

excluding property tax until the Purchaser is ready for demolition or construction financing is in place but not earlier than December 31st, 2024 (the “**Term**”).

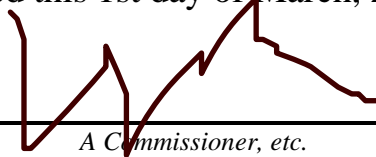
16. Restrictive Covenants:

- (a) section 37 Agreement to be in first position ahead of any mortgage on properties;
- (b) Berkeley Church Event & Media Venue conservation plan for exterior and associated letter of credit;
- (c) completion of shared laneway and loading dock agreement with neighboring property owners;
- (d) assumption of swing stage agreement with adjacent property owner; and
- (e) building envelop restrictive covenant agreements.

17. Confidentiality: All negotiations regarding a purchase agreement of 301 Queen, 311 Queen and the Berkeley Church Event & Media Venue will be confidential and will not be disclosed to anyone other than respective advisors, internal staff of the parties and necessary third parties, such as lenders approached for financing.

This is Exhibit "M" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023




A handwritten signature in dark red ink, appearing to read "D. Rosenbluth", is written over a horizontal line.

A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U

Prepared by: HAYA ASSEM, Salesperson
COLLIERS MACAULAY NICOLLS INC., BROKERAGE
 181 Bay Street Suite 1400, Toronto, ON M5J2V1 416-777-2200

Printed on 02/10/2023 5:03:45 PM

	317 Queen St E Toronto Ontario M5A1S7 Toronto C08 Moss Park Toronto 120-20-S SPIS: N For: Sale Taxes: \$78,132.37 / 2022 / Annual Last Status: New Legal: See Attachments. DOM: 12		List: \$22,500,000.00 For Sale
	Commercial/Retail Occup: Own+Ten Lse Term Mnths: / Multi-Use Freestanding: Y SPIS: N Holdover: 180 Hospitality/Food Related Franchise: Com Cndo Fee: Dir/Cross St: Queen St E & Berkeley St		
MLS#: C5884558 Sellers: 1175484 Ontario Inc. Contact After Exp: N Possession Remarks: Immediate PIN#: _____ ARN#: _____			
Total Area: 14,000 Sq Ft Ofc/Apt Area: Indust Area: Retail Area: 100 % Apx Age: 100+ Volts: Amps: Zoning: Cr3.0 (C3.0 R3.0) Ss2 X2171 Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: N Heat: Gas Forced Air Clod Phys Hdcp-Eqp:	Survey: Y Lot/Bldg/Unit/Dim: 80 x 100 Feet Lot Lot Irreg: Restricted Covenants, Heritage, Sect 37 Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm A/C: N Utilities: A Garage Type: None Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:	Soil Test: Out Storage: Rail: N Crane: Basement: N Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl:	
Bus/Bldg Name: For Year: Financial Stmt: Actual/Estimated: Taxes: Heat: Gross Inc/Sales: EstValueInv At Cost: Insur: Hydro: -Vacancy Allow: Com Area Upcharge: Mgmt: Water: -Operating Exp: % Rent: Maint: Other: =NetIncB4Debt:			
Client Remks: The '1871' Berkeley Church Event & Media Venue. Property Is Subject To Related Company Leases/Development Agreements. Part Of Church Courtyard (20' By 100') Not Incl. In Purchase Price. Buyer To Conduct Its Own Property/Lease/Investigations At Buyer's Sole Cost And Expense. Hst Applicable/Expense Of The Buyer. Extras: Inclusions: Exclusions: Rental Items: Brkage Remks: Co-Listed W/ Paul Azzarello, Harvey Kalles, 416 441 9926. Call Agents For Additional Property Details & Adjacent Property Development Approvals Affecting This Property & On This Property.			
COLLIERS MACAULAY NICOLLS INC., BROKERAGE Ph: 416-777-2200 Fax: 416-777-2277 181 Bay Street Suite 1400 Toronto M5J2V1 TIMOTHY BRISTOW, Salesperson 416-643-3408 Contract Date: 1/29/2023 Condition: Ad: N Expiry Date: 7/19/2023 Cond Expiry: Escape: Last Update: 1/31/2023 CB Comm: 1% On Sale Price + Hst Original: \$22,500,000.00			

This is Exhibit "N" to the affidavit of
Douglas Wheler

affirmed this 1st day of March, 2023


A handwritten signature in dark red ink, appearing to read 'DR', is written above a horizontal line.

A Commissioner, etc.

Daniel Rosenbluth- LSO# 71044U


Prepared by: HAYA ASSEM, Salesperson
COLLIERS MACAULAY NICOLLS INC., BROKERAGE
 181 Bay Street Suite 1400, Toronto, ON M5J2V1 416-777-2200

Printed on 02/10/2023 5:01:57 PM

	301 Queen St E Toronto Ontario M5A1S7 Toronto C08 Moss Park Toronto 120-20-S SPIS: N For: Sale Taxes: \$10,598.07 / 2022 / Annual Last Status: New Legal: Pt Lt 42 PI 7A Toronto As In Ca424766 S/T* DOM: 53		List: \$36,000,000.00 For Sale
	Land Occup: Own+Ten Lse Term Mnths: / Designated Freestanding: N SPIS: N Holdover: 90 Residential Franchise: Com Cndo Fee: Dir/Cross St: Queen St. E./Berkeley St.		
MLS#: C5854582 Sellers: James Gault Holdings Inc. Contact After Exp: N			
Possession Remarks: Immediate PIN#: _____ ARN#: 190407172001400			
Total Area: 1,658 Sq Ft Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: Cr3.0 (C3.0 R3.0) Ss2 X2171 Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: N Heat: Gas Forced Air Clod Phys Hdcp-Eqp:	Survey: Lot/Bldg/Unit/Dim: 111 x 100 Feet Building Lot Irreg: Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm A/C: N Utilities: A Garage Type: None Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:	Soil Test: Out Storage: Rail: N Crane: Basement: N Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl:	
Bus/Bldg Name: Actual/Estimated: Taxes: Insur: Mgmt: Maint:	Heat: Hydro: Water: Other:	For Year: Gross Inc/Sales: -Vacancy Allow: -Operating Exp: =NetIncB4Debt:	Financial Stmt: EstValueInv At Cost: Com Area Upcharge: % Rent:
Client Remks: For Sale: Development Site With Zoning Entitlements Approved For A 19 Floor Mixed-Use Project Boasting A 144-Unit Residential Condo Tower Above A Podium With Office/Retail Use (Subject To Holding Provisions). Main Floor And Second Floor: Approximately 9,887 Sf Of Commercial Office And Retail Space. This Development Requires Additional Courtyard Land To Be Deeded To It As A Condition Of The Deal. Extras: Price Doesn't Include Sale Of Berkeley Church At 315-317 Queen E Which Will Be Retained By Seller But The Required Development Agreements To Facilitate Project Involving The Church Courtyard Will Be A Condition Of Sale. Inclusions: Exclusions: Rental Items: Brkage Remks: Co-Listed W/ Paul Azzarallo, Harvey Kalles/416 441 9926. Hst Applicable And In Addition To Purchase Price. Interest In Ca424766 Together With An Easement Over Lots 40-42 Plan 7A Toronto, Except Ct47865, Ca424766, Ct118457, Ct463889, Ca400212 As In At5769910 City Of Toronto.			
COLLIERS MACAULAY NICOLLS INC., BROKERAGE Ph: 416-777-2200 Fax: 416-626-2277 181 Bay Street Suite 1400 Toronto M5J2V1 TIMOTHY BRISTOW, Salesperson 416-643-3408 Appt: Lbo Contract Date: 12/19/2022 Condition: Ad: N Expiry Date: 5/30/2023 Cond Expiry: Escape: Last Update: 1/27/2023 CB Comm: 1% Original: \$36,000,000.00			

Prepared by: HAYA ASSEM, Salesperson
COLLIERS MACAULAY NICOLLS INC., BROKERAGE
 181 Bay Street Suite 1400, Toronto, ON M5J2V1 416-777-2200

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	305-311 Queen St E Toronto Ontario N5A 1S7 Toronto C08 Moss Park Toronto SPIS: N For: Sale Taxes: \$190,470.35 / 2022 / Annual Last Status: New Legal: Pt Lt 42-42 Pl 7A *See Attachment DOM: 53		List: \$36,000,000.00 For Sale
	Land Occup: Own+Ten Lse Term Mnths: / Designated Freestanding: SPIS: N Holdover: 365 Residential Franchise: Com Cndo Fee: Dir/Cross St: Queen St. E./Berkeley St.		
MLS#: C5854588 Sellers: 1606077 Ontario Inc. Contact After Exp: N		Possession Remarks: Immediate	
PIN#:		ARN#: 19040717	
Total Area: 9,494 Sq Ft Ofc/Apt Area: Indust Area: Retail Area: Apx Age: Volts: Amps: Zoning: Cr3.0 (C3.0 R3.0) Ss2 X2171 Truck Level: Grade Level: Drive-In: Double Man: Clear Height: Sprinklers: N Heat: Gas Forced Air Clod Phys Hdcp-Eqp:	Survey: Lot/Bldg/Unit/Dim: 111 x 100 Feet Building Lot Irreg: Bay Size: %Bldg: Washrooms: Water: Municipal Water Supply: Sewers: San+Storm A/C: N Utilities: A Garage Type: None Park Spaces: #Trl Spc: Energy Cert: Cert Level: GreenPIS:	Soil Test: Out Storage: Rail: N Crane: Basement: N Elevator: UFFI: Assessment: Chattels: LLBO: Days Open: Hours Open: Employees: Seats: Area Infl:	
Bus/Bldg Name: Actual/Estimated: Taxes: Insur: Mgmt: Maint:	Heat: Hydro: Water: Other:	For Year: Gross Inc/Sales: -Vacancy Allow: -Operating Exp: =NetIncB4Debt:	Financial Stmt: EstValueInv At Cost: Com Area Upcharge: % Rent:
Client Remks: For Sale: Development Site With Zoning Entitlements Approved For A 19 Floor Mixed-Use Project Boasting A 144-Unit Residential Condo Tower Above A Podium With Office/Retail Use (Subject To Holding Provisions). Main Floor And Second Floor: Approx 9,887 Sf Of Commercial Office And Retail Space. This Development Requires Additional Courtyard Land To Be Deeded To It As A Condition Of The Deal. Extras: Price Doesn't Include Sales Of Berkeley Church At 315-317 Queen E Which Will Be Retained By Seller But The Required Development Agreements To Facilitate Project Involving The Church Courtyard Property Will Be A Condition Of Sale. Inclusions: Exclusions: Rental Items: Brkage Remks: Co-Listed With Paul Azzarello, Harvey Kalles/416 441 9926. Hst Applicable And In Addition To Purchase Price.			
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-and-

THE TORONTO- DOMINION BANK
Applicant

1871 BERKELEY EVENTS INC. et al.
Respondents

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

PROCEEDING COMMENCED AT **TORONTO**

RESPONDING APPLICATION RECORD

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Lawyers for the Respondents