

ONTARIO
SUPERIOR COURT OF JUSTICE

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2203284 ONTARIO INC.

Respondent

MOTION RECORD
(returnable November 20, 2019)

VOLUME 1 OF 3

DEVRY SMITH FRANK LLP
Lawyers and Mediators
95 Barber Green Road, Suite 100
Toronto, Ontario M3C 3E9

LAWRENCE HANSEN
LSO#678654K

Tel: (416) 449-1400
Fax: (416) 449-7071

Lawyers for the receiver
msi Spergel Inc.,

**ONTARIO
SUPERIOR COURT OF JUSTICE**

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

2203284 ONTARIO INC.

Respondent

**MOTION RECORD
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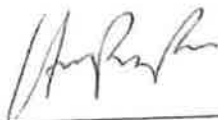
CANADA
Province of Ontario
District of: Ontario
Division No. 07 - Hamilton
Court No. 32-158974
Estate No. 32-158974

Affidavit of Mailing

In the matter of the bankruptcy of
2203284 Ontario Inc.
of the City of Toronto, in the Province of Ontario


I, Rashid Peeroo, of the Trustee's office of msi Spergel inc., 201 - 505 Consumers Rd., Toronto, ON, M2J 4V8, hereby make oath (or solemnly affirm) and say:

That on the 12th day of June, 2019, I did cause to be sent by prepaid ordinary mail to the creditors of the above named debtor, whose names and addresses appear on the paper writing marked exhibit "A" annexed hereto, a copy of the Notice to Potential Unsecured Creditor and Proof of Claim Form, marked as exhibit "B" annexed hereto.



Rashid Peeroo
Phone: (416) 497-1660
Fax: (416) 494-7199

SWORN (or SOLEMNLY DECLARED) before me in the City of
Toronto in the Province of Ontario, this 12th day of June, 2019



Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

This is Exhibit "A"
to the Affidavit of Rashid Peeroo
sworn on the 12th day of June, 2019

B. Eileen Sturge

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for MSI Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

Right at Home Realty Inc.

895 Don Mills Road, Suite 202 Toronto
ON M3C 1W3

GSP Group Inc.

72 Victoria Street South, Suite 201
Kitchener ON N2G 4Y9

Klokwerks Digital Inc.

1 Atlantic Avenue, Suite 214
Toronto ON M6K 3E7

Luna Accounting Services

54 Parker Avenue
Toronto ON M8Z 4L8

Paula Santos

60 Crest Ridge Drive
Bolton ON L7E 1T9

Royal LePage State Realty

1122 Wilson Street West
Ancaster ON M9W 6N6

Terraprobe Inc.

11 Indell Lane
Brampton ON L6T 3Y3

Alectra Utilities formerly Horizon

PO Box 2249 Station LCD 1
Hamilton ON L8N 3E4

Collabortive Structures Limited

6683 Ellis Road
Cambridge ON N3C 2V4

Judy Hazen Copywriter

1060 Sheppard Ave West, Suite 1518
Toronto ON M3J 0G7

Krcmar Surveyors Ltd.

1137 Centre Street
Thornhill ON L4L 3M6

McCallum Sathers Architects Inc.

157 Catharine Street North
Hamilton ON L8L 4S4

Pelican Woodcliff

100 York Blvd, Suite 608 Richmond Hill
ON L4B 1J8

Royal LePage Your Community Realty

9050 Yonge Street, Suite 100A
Richmond Hill ON L4C 9S6

Town Media

940 Main Street West
Hamilton ON L8S 1B1

CORFinancial Corp.

70 Glendora Avenue, Unit #13
Toronto ON M2N 0H2

Cushman & Wakefield Ltd.

33 Yonge Street, Suite 1000
Toronto ON M5E 1S9

Kaiser Lachance Communications Inc.

34 King Street East, Suite 400
Toronto ON M5C 2X8

Paradigm Transportation Solutions
Limited

22 King Street, Suite 300
Waterloo ON N2J 1N8

Quinn Dressel Associates

890 Yonge Street, Suite 300
Toronto ON M4W 3P4

Schneider Ruggiero LLP

120 Adelaide Street West, Suite 1000
Toronto ON M5H 3V1

Watters Environment Group Inc.

8800 Dufferin Street, Suite 303
Concord ON L4K 0C5

CRA - Tax - Ontario

4695 Shawinigan-Sud Blvd
Shawinigan-Sud QC G9P 5H9

This is Exhibit "B"
to the Affidavit of Rashid Peeroo
sworn on the 12th day of June, 2019

B. Eileen Sturge

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msl Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

June 12, 2019

TO:

RE: **Notice to Potential Unsecured Creditor**

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "**Court**") appointed msi Spergel Inc. as receiver (the "**Receiver**") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("**220**"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "*The Connolly*".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "**Claims Bar Date**"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

FULL MAILING ADDRESS OF CLAIMANT:

TELEPHONE NO. OF CLAIMANT:

FACSIMILE NO. OF THE CLAIMANT:

EMAIL ADDRESS OF CLAIMANT:

ATTENTION (CONTACT PERSON):

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
	\$
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT: _____
SIGNATURE

WITNESS: _____
SIGNATURE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

DATED AT: _____ THIS DAY OF _____ 2019

CANADA
Province of Ontario
District of: Ontario
Division No. 07 - Hamilton
Court No. 32-158974
Estate No. 32-158974

Affidavit of Mailing

In the matter of the bankruptcy of
2203284 Ontario Inc.
of the City of Toronto, in the Province of Ontario

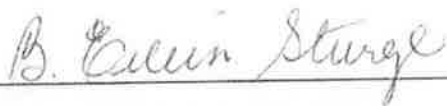
I, Rashid Peeroo, of the Trustee's office of msi Spergel inc., 201 - 505 Consumers Rd., Toronto, ON, M2J 4V8, hereby make oath (or solemnly affirm) and say:

That on the 17th day of July, 2019, I did cause to be sent by prepaid ordinary mail to the creditors of the above named debtor, whose names and addresses appear on the paper writing marked exhibit "A" annexed hereto, a copy of the Notice to Potential Unsecured Creditor and Proof of Claim Form, marked as exhibit "B" annexed hereto.



Rashid Peeroo
Phone: (416) 497-1660
Fax: (416) 494-7199

SWORN (or SOLEMNLY DECLARED) before me in the City of
Toronto in the Province of Ontario, this 17th day of July, 2019



Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

This is Exhibit "A"
to the Affidavit of Rashid Peeroo
sworn on the 17th day of July, 2019

A handwritten signature in cursive script, reading "B. Eileen Sturge", is written over a horizontal line.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for MSI Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

Right at Home Realty Inc.
895 Don Mills Road, Suite 202
Toronto ON M3C 1W3

Collabortive Structures Limited
6683 Ellis Road
Cambridge ON N3C 2V4

GSP Group Inc.
72 Victoria Street South, Suite 201
Kitchener ON N2G 4Y9

Judy Hazen Copywriter
1060 Sheppard Ave West, Suite 1518
Toronto ON M3J 0G7

Kaiser Lachance Communications Inc.
34 King Street East, Suite 400
Toronto ON M5C 2X8

Klokwerks Digital Inc.
1 Atlantic Avenue, Suite 214
Toronto ON M6K 3E7

Luna Accounting Services
37 Racine rd Unit #1
Toronto ON M9W 2Z4

McCallum Sathers Architects Inc.
286 Sanford Ave N.
Hamilton ON L8L 6A1

Quinn Dressel Associates
890 Yonge Street, Suite 300
Toronto ON M4W 3P4

Paula Santos
60 Crest Ridge Drive
Bolton ON L7E 1T9

Royal LePage State Realty
1122 Wilson Street West
Ancaster ON M9W 6N6

Royal LePage Your Community Realty
9050 Yonge Street, Suite 100A
Richmond Hill ON L4C 9S6

Town Media
940 Main Street West
Hamilton ON L8S 1B1

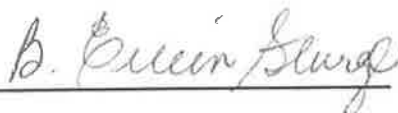
Schneider Ruggiero LLP
Attention: David Spencer
161 Pennsylvania Ave,
Concord, ON L4K 1C3

Watters Environment Group Inc.
9135 Keele St. Unit A1,
Vaughan ON L4K 0J4

Alectra Utilities formerly Horizon
PO Box 2249 Station LCD 1
Hamilton ON L8N 3E4

CORFinancial Corp.
70 Glendora Avenue, Unit #13
Toronto ON M2N 0H2

This is Exhibit "B"
to the Affidavit of Rashid Peeroo
sworn on the 17th day of July, 2019

A handwritten signature in cursive script, reading "B. Eileen Sturge", is written over a horizontal line.

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for ms1 Spergel Inc. and
Spergel & Associates Inc.
Expires September 21, 2019.

July 17, 2019

TO: «Creditor_Name»

«Street»

«City» «Province»

«Postal_Code»

RE: **Notice to Potential Unsecured Creditor**

Further to our previous notice to you dated June 12, 2019 advising you of the claims process for unsecured creditors in the matter of the receivership of 2203284 Ontario Inc. ("220"), we write to advise you that to date, we have not received a claim from you, and to remind you of the upcoming deadline for filing a Proof of Claim of 5:00 (Toronto Time) on August 16, 2019 (the "Claims Bar Date").

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

A copy of the June 6, 2019 Court order with respect to the claims process for 220's unsecured creditors may be accessed online at <http://www.spergelcorporate.ca/engagements/2203284-ontario-inc/>

The Receiver's contact information for filing a Proof of Claim is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

FULL MAILING ADDRESS OF CLAIMANT:

TELEPHONE NO. OF CLAIMANT:

FACSIMILE NO. OF THE CLAIMANT:

EMAIL ADDRESS OF CLAIMANT:

ATTENTION (CONTACT PERSON):

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
	\$
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT: _____
SIGNATURE

WITNESS: _____
SIGNATURE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

DATED AT: _____ THIS DAY OF _____ 2019

Appendix “O”

Deborah Hornbostel

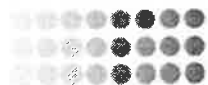
From: Deborah Hornbostel
Sent: June 17, 2019 2:41 PM
To: Judd Moldaver
Cc: Lawrence Hansen (Lawrence.Hansen@devrylaw.ca)
Subject: 2203284 Ontario Inc. Claims Process/CRA Update
Attachments: Unsecured Claim Form.pdf

Mr. Moldaver,

Please find attached a copy of the deposit claim form that was mailed out to all previously noted unsecured creditors of 2203284 Ontario Inc. last week, with the exception of Mr. Santaguida, whom you previously advised us would not be filing a claim.

Further to the information received from Mr. Luna last Friday, the Receiver issued correspondence to CRA to request correction of the shareholder information.

Deborah Hornbostel CPA, CA, CIRP, LIT, CFE | Partner



SPERGEL

msi Spergel Inc. | Licensed Insolvency Trustees
 505 Consumers Road, Suite 200, North York, ON M2J 4V8
 120 Adelaide Street W, Suite 2500, Toronto, Ontario, M5H 1T1
 T/F: 416 498 4308 | deborah@spergel.ca | www.spergelcorporate.ca



Member of the Independent
Canadian Insolvency Network



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Deborah Hornbostel

Full Name: Judd Moldaver
Last Name: Moldaver
First Name: Judd

Email: brett@moldaverbarristers.com
Email Display As: Judd Moldaver

Appendix “P”

Appendix “Q”

List of Unsecured Creditors

In the matter of the Receivership of 2203284 Ontario Inc.

Receivership Date: 22-Jun-2017

Estate Number: 32-158974

<i>Creditor Name</i>	<i>Original Amount</i>	<i>Updated Amount</i>
Unsecured creditors		
1. Schneider Ruggiero LLP	\$ 28,846.62	\$ 28,846.62
2. Bell Canada F-88 - Business Attn: Insolvency Department	356.08	
3. Collabortive Structures Limited	4,424.00	4,424.00
4. Cushman & Wakefield Ltd.	2,034.00	
5. GSP Group Inc.	4,087.41	
6. Judy Hazen Copywriter	146.90	
7. Kaiser Lachance Communications Inc.	1,235.94	1,235.94
8. Klokwerks Digital Inc.	39,550.00	
9. Krcmar Surveyors Ltd.	9,866.77	9,866.77
10. Louie Santaguida	70,804.24	70,804.24
11. Luna Accounting Services	3,305.25	
12. McCallum Sathers Architects Inc.	20,458.65	
13. Paradigm Transportation Solutions Limited	4,825.10	4,825.10
14. Paula Santos	5,650.00	
15. Pelican Woodcliff	11,300.00	11,300.00
16. Quinn Dressel Associates	7,441.06	7,441.06
17. Right at Home Realty Inc.	8,660.29	
18. Royal LePage State Realty	5,593.50	
19. Royal LePage Your Community Realty	315,578.63	
20. Terraprobe Inc.	31,828.16	31,828.16
21. Town Media	2,254.35	2,254.35
22. Watters Environment Group Inc.	29,775.50	
Total	<u>\$ 608,022.45</u>	<u>\$ 172,826.24</u>

Appendix “R”

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT Bell Canada

FULL LEGAL NAME OF CLAIMANT: Bell Canada

FULL MAILING ADDRESS OF CLAIMANT: 1 Carrefour Alexander Graham Bell

Building E3

Verdun, QC

#3E3B3

TELEPHONE NO. OF CLAIMANT:

977 287 1397

FACSIMILE NO. OF THE CLAIMANT:

N/A

EMAIL ADDRESS OF CLAIMANT:

INSOLV@BELL.CA

ATTENTION (CONTACT PERSON):

SHANNON LYONS

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
<u>CAD</u>	<u>\$ 127.45 Unsecured Claim</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:

Shannon Lyons
SIGNATURE

WITNESS:

Estella Kanyamba
SIGNATURE

PRINT NAME:

Shannon Lyons

PRINT NAME:

Estella Kanyamba

TITLE:

Assoc - Bankruptcy

DATED AT:

Verdun

THIS 17

DAY OF

September

2019

Bell

2017/06/10 53 B (905) 573-9999 786

**** ACCOUNT SUMMARY ****

PAGE: 1

BILL DT 170610 BTN 905 573 9999 786 PREV BD 170510 STATUS L
 ACCOUNT NO 905 573 9999 CS SHRXX LANG E SUF DAC B0 53 CRCL B
 PULL BILL SYS PULL BILL RETN ENVP Y SPL HANDLING ERROR PULL BILL N
 CIN 1267044936 CSC MARKET SEGMENT B TOLL DISPLAY TRUNK INVC FORMAT LANDSCAPE/SSE
 SSE DATE 180110 WELCOME LETTER PAGE BREAK NONE

LPC EXEMPT LPC APPLIC LPC INT RATE 3.00 % MONTH 42.50 % PER ANNUM
 CREDIT DEPOSIT EARNED INT

TAX 01 - GST 02 - PST 03 - QST R 04 - QST MR 05 - QST R 06 - QST MR 07 - MAN
 08 - SASK 09 - BC 13 - PEI 14 - HST ATLANT 15 - GST 16 - PEI HST 17 - ON HST TEL
 18 - ON HST OTH 19 - BC HST TEL 20 - BC HST OTH

INQUIRIES BILLING 310-BELL ORDERS PTS REPAIR

BILL NAME AND ADDRESS 2203284 ONTARIO INC
 93 SKYWAY AV S210
 ETOBICOKE ON
 M9W6C7

SERVICE ADDRESS 1 MISC 905573
 HAMILTON

CONTRACT TERMINATION DATES

PRODUCT	CTD	PRODUCT	CTD	PRODUCT	CTD
PREV CHGS 356.08	PAYMENT 265.55	CR 170511	ADJ 0.00	P & A UP TO 170612	BALANCE FWD 90.53
ITEM	NOTAX AMT	GST	HST	QST	OTH PROV
MONTHLY SERVICES (Jun 10 to Jul 09)	75.40		9.80		85.20
TOTAL CURRENT CHARGES	75.40		9.80		85.20

To avoid a Late Payment Charge, please ensure we receive your payment on or before Jul 10, 2017. 175.73
 Total amount due

Appendix “S”

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Collaborative Structures Limited

FULL MAILING ADDRESS OF CLAIMANT:

6683 Ellice Road, Cambridge, ON N3C 2V4

TELEPHONE NO. OF CLAIMANT: 519 658 2750

FACSIMILE NO. OF THE CLAIMANT:

EMAIL ADDRESS OF CLAIMANT:

ATTENTION (CONTACT PERSON): Mugore Manikwa

2. AMOUNT AND TYPE OF CLAIM

\$5,424.00

Rent to the building

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
CAD	\$ 5,424.00
	\$
	\$
	\$

3. DOCUMENTATION


PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (e) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (f) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (g) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (h) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:


SIGNATURE

WITNESS:


SIGNATURE

PRINT NAME:

Margaret Manikava

PRINT NAME:

Shelley Miller

TITLE:

Snr Accountant

DATED AT:

Cambridge

THIS

DAY OF

Aug 8

2019



November 30, 2016

2203284 Ontario Inc.
93 Skyway Ave. Suite 210
Toronto, ON M9W 6N6

INVOICE#: 7493

16-3026

HST #886054303

The Connolly Blue Skin Repairs

The Connolly Hamilton - Facade Restoration

- PO#756

- Install new blue skin to all areas previously covered as well as the additional areas on the roof intersections to provide a weather tight enclosure.

- Review and conduct repairs to any other open area on the west wall using blue skin.

- To supply material, all labour, and all equipment to complete restoration and protection.

\$4,800.00

Subtotal \$4,800.00

HST 13% \$624.00

Total Due \$5,424.00



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd- mm-yy) / Période de validité (jj/mm/aaaa)
COLLABORATIVE STRUCTURES LIMITED	6683 ELLIS RD, CAMBRIDGE, ON, N3C2V4, CA	4021-099: Industrial, Commercial, and Institutional Construction 1000-005: Non-Exempt Partners and Executive Officers in Rate Group 723	2203284 Ontario Inc.	93 Skyway Ave, Suite 210, Toronto, ON, M9W 6N6, CAN	E200000B10B5	07-Dec-2016 to 19- Feb-2017

Appendix “T”

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

GSP Group Inc.

FULL MAILING ADDRESS OF CLAIMANT:

72 Victoria St. S. #201
Kitchener, ON
N2G 4Y9

TELEPHONE NO. OF CLAIMANT:

519-569-8883

FACSIMILE NO. OF THE CLAIMANT:

EMAIL ADDRESS OF CLAIMANT:

mhamilton@gspgroup.ca

ATTENTION (CONTACT PERSON):

Melissa Hamilton

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
Canadian	\$ 10,805.19
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:

Melissa Hamilton
SIGNATURE

WITNESS:

Chris Pusean
SIGNATURE

PRINT NAME:

Melissa Hamilton

PRINT NAME:

Chris Pusean

TITLE:

Office + Accounting manager

DATED AT:

Kitchener

THIS

9

DAY OF

August

2019



SHAPING GREAT COMMUNITIES

2203284 Ontario Inc.
93 Skyway Avenue
Unit 210
Toronto, Ontario
M9W 6N6

Attention: Mr. Luis Correia

Invoice No: 14017.11

Professional planning /design services rendered to May 1, 2015.

JAMES STREET BAPTIST CHURCH, HAMILTON:

Review site plan comments; Attend Development Review Committee meeting.

	Hours	Rate	Amount
Site Plan			
Brenda Khes	3.00	180.00 \$	540.00
Telephone & Facsimile			
Bell Conferencing Inv. #1111731195			21.58
Printing/Graphics			
In-House Printing =			3.20
Reprodux Inv. #P016191			1,472.09
(16 copies re: site plan submission)			
			2,036.87
HST 13%			264.79
		\$	<u>2,301.66</u>

HST #12419 8706 RT0001
Account Due Upon Receipt of Invoice

PLANNING | URBAN DESIGN | LANDSCAPE ARCHITECTURE

72 Victoria Street South, Suite 201, Kitchener, ON N2G 4Y9 519 569 8883
162 Locke Street South, Suite 200, Hamilton, ON L8P 4A9 905 572 7477
gspgroup.ca

20
YEARS
1995 - 2015



SHAPING GREAT COMMUNITIES

November 1, 2014

2203284 Ontario Inc.
25 Adelaide Street East
Suite 600
Toronto, Ontario
M5C 3A1

Attention: Mr. Jeff Usher

Invoice No: 14017.07

PLANNERS
URBAN DESIGNERS
LANDSCAPE ARCHITECTS

Professional planning /design services rendered to November 1, 2014.

JAMES STREET BAPTIST CHURCH, HAMILTON:

Please see attached detailed description.

	Hours	Rate	Amount
Additional Work			
Monika Keliacius	5.25	75.00 \$	393.75
Brenda Khes	14.00	180.00	2,520.00
Jonathan Hann	1.00	65.00	65.00
Printing/Graphics			
In-House Printing =			1.50
			<hr/>
			2,980.25
HST 13%			387.43
			<hr/>
			\$ 3,367.68

KITCHENER OFFICE

GSP Group Inc.
72 Victoria Street S., Suite 201
Kitchener, ON N2G 4Y9
P 519.569.8883
F 519.569.8643

HAMILTON OFFICE

GSP Group Inc.
29 Rebecca Street, Suite 200
Hamilton, ON L8R 1B3
P 905.572.7477

www.gspgroup.ca

HST #12419 8706 RT0001
Account Due Upon Receipt of Invoice



SHAPING GREAT COMMUNITIES

September 1, 2014

McCallum Sather Architects Inc. (MSA)
157 St. Catharine St. N.
Hamilton, ON
L8L 4S4

Attention: Mr. Drew Hauser

Invoice No: 14017.05B

PLANNERS
URBAN DESIGNERS
LANDSCAPE ARCHITECTS

Professional planning /design services rendered to September 1, 2014.

JAMES STREET BAPTIST CHURCH, HAMILTON:**Additional Work - Public Open House**

Prepare questionnaire/fact sheet for Open House; Meeting with MSA/Jeff; Attend Open House; Summarize Open House comments; Meeting with Edward John (City) to discuss need for ZBA.

	Hours	Rate	Amount
Additional Work			
Monika Keliacius	15.00	75.00 \$	1,125.00
Brenda Khes	4.00	180.00	720.00
			1,845.00
HST 13%			239.85
			\$ 2,084.85

KITCHENER OFFICE

GSP Group Inc.
72 Victoria Street S., Suite 201
Kitchener, ON N2G 4Y9
P: 519.569.8883
F: 519.569.8643

HAMILTON OFFICE

GSP Group Inc.
29 Rebecca Street, Suite 200
Hamilton, ON L8R 1B3
P: 905.572.7477

www.gspgroup.ca

HST #12419 8706 RT0001
Account Due Upon Receipt of Invoice



SHAPING GREAT COMMUNITIES

August 1, 2014

McCallum Sather Architects Inc. (MSA)
157 St. Catharine St. N.
Hamilton, ON
L8L 4S4

Attention: Mr. Drew Hauser

Invoice No: 14017.04B

PLANNERS
BAM DESIGNERS
LANDSCAPE ARCHITECTS

Professional planning /design services rendered to August 1, 2014.

JAMES STREET BAPTIST CHURCH, HAMILTON:**Additional Work - Public Open House**

Additional Work - Meeting with Jeff Usher re: public open house; Prepare mailing list and open house outline; Co-ordination of invitation delivery; Prepare open house questionnaire.

	Hours	Rate	Amount
Additional Work			
Monika Keliacius	3.00	75.00 \$	225.00
Brenda Khes	8.50	180.00	1,530.00
			1,755.00
HST 13%			228.15
			\$ 1,983.15

KITCHENER OFFICE ✓

GSP Group Inc.
72 Victoria Street S., Suite 201
Kitchener, ON N2G 4Y9
P: 519.569.8883
F: 519.569.8643

HAMILTON OFFICE

GSP Group Inc.
29 Rebecca Street, Suite 200
Hamilton, ON L8R 1B3
P: 905.572.7477

www.gspgroup.co

HST #12419 8706 RT0001
Account Due Upon Receipt of Invoice



SHAPING GREAT COMMUNITIES

PLANNERS
URBAN DESIGNERS
LANDSCAPE ARCHITECTS

KITCHENER OFFICE

GSP Group Inc.
72 Victoria Street S., Suite 201
Kitchener, ON N2G 4Y9

P 519.569.8883
F 519.569.8643

HAMILTON OFFICE

GSP Group Inc.
29 Rebecca Street, Suite 200
Hamilton, ON L8R 1B3

P 905.572.7477

www.gspgroup.ca

July 1, 2014

McCallum Sather Architects Inc. (MSA)
157 St. Catharine St. N.
Hamilton, ON
L8L 4S4

Attention: Mr. Drew Hauser

Invoice No: 14017.03B

Professional planning /design services rendered to July 1, 2014.

JAMES STREET BAPTIST CHURCH, HAMILTON:**Additional Work**

Additional Work - Design review panel summary; Prepared formal response to DRP provided by City; Co-ordination with Client/MSA; Downtown building height review/map.

	Hours	Rate	Amount
Additional Work			
Monika Keliacius	3.00	75.00 \$	225.00
Brenda Khes	4.00	180.00	720.00
			945.00
HST 13%			122.85
			<u>\$ 1,067.85</u>

HST #12419 8706 RT0001
Account Due Upon Receipt of Invoice

Appendix “U”

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Kaiser Lachance Communications Inc.
34 King St. E, Suite 400, Toronto, ON M5C 1X8

FULL MAILING ADDRESS OF CLAIMANT:

as above

TELEPHONE NO. OF CLAIMANT:

647 735 7570 x 711

FACSIMILE NO. OF THE CLAIMANT:

N/A

EMAIL ADDRESS OF CLAIMANT:

Joye. Ferguson@kaiserlachance.com

ATTENTION (CONTACT PERSON):

Joye Ferguson

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM	
CAD	\$ 1,235.94	INV 1633
CAD	\$ 3,477.58	INV 1572
	\$	
	\$	

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (q) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (r) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (s) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (t) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:

[Signature]
SIGNATURE

WITNESS:

[Signature]
SIGNATURE

PRINT NAME:

Janine Allen

PRINT NAME:

Joye Kugusson

TITLE:

Senior Vice President, General Mgr, Enthe

DATED AT:

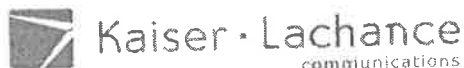
Toronto

THIS

DAY OF

July 19/19

2019



INVOICE

34 King Street East

Suite 400
Toronto, Ontario
M5C 2X8

T: 647.725.2520
F: 647.689.2024

DATE: 9/30/16
INVOICE #: 1633
CLIENT #: 140
FOR: 2203284 Ontario Inc

BILL TO: Attn: Louie Santaguida
210-93 Skyway Ave.
Toronto, ON M9W 6N6

DESCRIPTION	AMOUNT
FEES: September 2016	\$ 1,093.75
Stanton Renaissance - 030 James St. Church - The Connolly	
Background research on Hamilton Spectator reporter, Samantha Craggs' interest in interviewing Louie about status of Connolly project	
Fielded request; liaised with Hamilton Spectator reporter, Samantha Craggs	
Reviewed past articles and research to determine suitability for interview	
Liaised with Paula, Louie and Luciana for interview times	
Confirmed and rescheduled interview	
Liaised with Louie on CBC research option	
Followed up with Samantha Craggs re additional needs, perspective on the interview and timing for published article	
Total Fees:	\$ 1,093.75
EXPENSES:	\$ -
Total Expenses:	\$ -
SUBTOTAL	\$ 1,093.75
13% HST	\$ 142.19
TOTAL	\$ 1,235.94

Business No. : 846 512 705 RT001

Terms: Net 30 days.

Payable to Kaiser Lachance Communications Inc.

If you have any questions concerning this invoice, contact:

David Kaiser at 647.725.2520 x202, david.kaiser@kaiserlachance.com

THANK YOU FOR YOUR BUSINESS.



INVOICE

34 King Street East
Suite 400
Toronto, Ontario
M5C 2X8

T: 647.725.2520

F: 647.689.2024

DATE: 7/31/16
INVOICE #: 1572
CLIENT #: 140
FOR: 2203284 Ontario Inc.
BILL TO: **Attn: Louie Santaguida**
93 Skyway Ave., Unit 104
Toronto, ON M9W 6N6

DESCRIPTION	AMOUNT
FEES:	\$ 3,077.50
Stanton Renaissance - 000 General	
Research on Tesla's grants for Economic Development Journal	
Liaise with Luciana on Yearbook edits and rewrite; met submission deadline	
Follow up with Louie on notes from speech and content for Economic Development Journal article	
Drafted and edited article - including feedback from Louie	
Liaise with Yasmin for Economic Development Journal introduction and edits to introduction	
Obtained final approval and submitted to Economic Development Journal; liaise with editor/publisher on publication dates	
Stanton Renaissance - 020 On-The-Go Mimico	
Liaise with Watertoday.ca re interview with Louie re geo-exchange and other green building elements at OTGM	
coordinated phone interview time with Louie for August 3 @ 10am	
Total Fees:	\$ 3,077.50
EXPENSES:	\$ -
Total Expenses:	\$ -
Business No. : 846 512 705 RT001	
Terms: Net 30 days.	
Payable to Kaiser Lachance Communications Inc.	
If you have any questions concerning this invoice, contact:	
David Kaiser at 647.725.2520 x202, david.kaiser@kaiserlachance.com	
THANK YOU FOR YOUR BUSINESS.	
SUBTOTAL	\$ 3,077.50
13% HST	\$ 400.08
TOTAL	\$ 3,477.58

14-133

June 12, 2019

TO: Krcmar Surveyors Ltd.
1137 Centre Street
Thornhill ON, L4L 3M6

RE: Notice to Potential Unsecured Creditor

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "**Court**") appointed msi Spergel Inc. as receiver (the "**Receiver**") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("**220**"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "*The Connolly*".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "**Claims Bar Date**"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Kumar Surveys Ltd

FULL MAILING ADDRESS OF CLAIMANT:

*101- 1137 Centre Street
Thornhill Ont. L4T 3M6*

TELEPHONE NO. OF CLAIMANT: *905-738-0053*

FACSIMILE NO. OF THE CLAIMANT: *905-738-9221*

EMAIL ADDRESS OF CLAIMANT: *raj@Kumar.ca*

ATTENTION (CONTACT PERSON): *Ms. Raj Randhawa*

2. AMOUNT AND TYPE OF CLAIM

*Professional Services - Surveying
\$ 9,866.77*

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM	
<i>Canadian</i>	<i>\$ 1,535.33</i>	<i>Inv. No. 32272/16</i>
<i>Canadian</i>	<i>\$ 8,331.44</i>	<i>Inv. No. 32497/16</i>
	<i>\$</i>	
	<i>\$</i>	

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:

SIGNATURE

WITNESS:

SIGNATURE

PRINT NAME:

PRINT NAME:

TITLE:

DATED AT:

THIS

DAY OF

2019

INVOICE

2203284 Ontario Inc.
93 Skyway Avenue, Unit 210
Toronto, Ontario, M9W 6N9
Attention: Luis Correia

Tuesday May 31, 2016
Invoice No. 32272/16

File No: 14-133
Work Order 16692
Billing: Task Rate

The Connolly (96 James Street South) Project
Additional Calculations for Tarion Bulletin 22
1. Penthouse Floors 28, 29 and 30
2. Revisions to Disclosure Sketches for Penthouse Floors 28, 29 and 30
City of Hamilton

This invoice represents our professional fees for the provision of Land Surveying Services on the noted project, as requested by Mr. Luis Correia.

Professional Fees Total:	\$1,335.00
Disbursements Total:	\$23.70
Sub Total:	\$1,358.70

(Reg. No. 10555 4166 RT0001) HST: \$176.63

TOTAL AMOUNT OF THIS INVOICE: \$1,535.33

Invoices are due upon receipt. A Service Charge of 1.5% per month (19.56% P.A.) is applied to past due amounts.
Please see subsequent page(s) for invoice details.
Please make cheque payable to: Krcmar Surveyors Ltd.
For account inquiry, please call 905.738.0053 x221

Thank you for your valued business.

1137 Centre Street Thornhill Ontario, L4J 3M6
905.738.0053 F 905.738.9221 www.krcmar.ca

krcmar surveyors ltd

KRCMAR

Work Performed			
Work Order 16692 - Project: The Connolly (96 James Street South) Project			
Task Code/Description		Description of Professional Services	
May 30, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; Instructions to Senior CAD Specialist to calculate Tarion areas of units and balconies for redesigned penthouse levels (floors 28, 29, and 30). Disclosure sketches also to be updated.		
008 - CAD: Computations/CAD Survey Specialist	File: 14-133CA01b/DS01b - Revised suite area calculations and disclosure sketches for levels 28, 29 and 30 as per project director.		
May 31, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; Discussions with client regarding suite and legal numbering. Review area calculations with Senior CAD Specialist; on-going instructions for completion. OLS review of updated area calculations and disclosure materials and provision to client.		
008 - CAD: Computations/CAD Survey Specialist	File: 14-133CA01b - Revise suite area calculations as per project director.		
June 2, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; OLS review and confirm that penthouse legal numbering will follow standard industry numbering. All other floors in building follow standard approach.		
Professional Fees Total			\$1,335.00
Disbursements			
Item	Item Description	Quantity	Amount
Survey Plans Plotting and Printing Fee	Multiple Returns - Review/Provisions/Presentation		23.70
Total Disbursements			\$23.70
Total (including 13% HST)			\$1,535.33
Please make cheque payable to: Krcmar Surveyors Ltd. For account inquiry, please call 905.738.0053 x221			
K R C M A R			

INVOICE

2203284 Ontario Inc.
93 Skyway Avenue, Unit 210
Toronto, Ontario, M9W 6N9
Attention: Luis Correia

Thursday June 30, 2016
 Invoice No. 32497/16

File No: 14-133
 Work Order 17316
Billing: Task Rate

The Connolly (96 James Street South) Project
RP01 - Absolute Title Conversion Process
City of Hamilton

This invoice represents our professional fees for the provision of Land Surveying Services on the noted project, as requested by Luis Correia on Monday May 11, 2015.

Professional Fees Total: \$6,535.00

Disbursements Total: \$837.96

Sub Total: \$7,372.96

(Reg. No. 10555 4166 RT0001) HST: \$958.48

TOTAL AMOUNT OF THIS INVOICE: \$8,331.44

Invoices are due upon receipt. A Service Charge of 1.5% per month (19.56% P.A.) is applied to past due amounts.
 Please see subsequent page(s) for invoice details.
 Please make cheque payable to: Krcmar Surveyors Ltd.
 For account inquiry, please call 905.738.0053 x221

Thank you for your valued business.

1137 Centre Street Thornhill Ontario, L4J 3M6
 905.738.0053 F 905.738.9221 www.krcmar.ca

krcmar surveyors ltd

K R C M A R

Work Performed	
Work Order 17316 - Project: The Connolly (96 James Street South) Project	
Task Code/Description	Description of Professional Services
May 11, 2015	
001 - Survey: Ontario Land Surveyor	(14-133) Review PIN and send email to solicitors regarding status of PIN as absolute title conversion is required for the site.
June 2, 2016	
012 - Survey: Junior Legal Project Surveyor	File: 14-133 - Instructions to director of cadastral records for legal property search.
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire five property identification numbers and PIN map as per project director.
June 6, 2016	
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire deeds and existing survey record from J.D. Barnes Limited as per project director.
June 7, 2016	
001 - Survey: Ontario Land Surveyor	(14.133 17316) Project Design + Pre-Development; Absolute Title Conversion; OLS review of research results; existing survey from 2015 to be acquired as part of research. Inquiry to be made to client if client was aware of 2015 survey and has copies.
June 15, 2016	
001 - Survey: Ontario Land Surveyor	(14.133 17316) Project Design + Pre-Development; Absolute Title Conversion; Urgent correspondence with client regarding site access to avoid field work delay.
012 - Survey: Junior Legal Project Surveyor	File: 14-133 - Field preparations; instructions to cadastral team.
004 - Field: Cadastral Field Work - Cadastral Field Personnel	File: 14-133 - First application reference plan.
June 20, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Instructions to and supervision of senior CAD specialist.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Calculate boundary and draft first application R-plan as per project director.
June 21, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire deeds as per project director.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Boundary calculation for R-plan.
June 22, 2016	
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Calculate boundary and draft first application R-plan as per project director. Review of boundary issues with OLS. Prepared point plan to set monuments. Import new field data and review of street limits with OLS.
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
004 - Field: Cadastral Field Work - Cadastral Field Personnel	File: 14-133 - Monumentation.
June 23, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Revisions to and draft plan as per OLS review and comments. Calculate and prepare point plan for field layout.
June 24, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Revisions to and draft plan as per OLS review and comments. Computerised plotting/printing. Perform mathematical closure for area calculation.
June 28, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Review and finalize plan for distribution.

007 - Survey: Legal Survey Office Work		File: 14-133RP01 - Archive drawing and create pdf document and provide to client and solicitor as per project director.	
Professional Fees Total			\$6,535.00
Disbursements			
Item	Item Description	Quantity	Amount
Survey Plans Plotting and Printing Fee	Multiple Returns - Review/Provisions/Presentation		53.40
Ontario Automated Land Registry Office On-Line Legal Title Search	Jun 21 16, Jun 02 16, Jun 06 16		203.18
Vehicle Parking	Jun 15 & 22 16		19.80
Research Old Survey Records, Plans and Field Notes (other surveyors) - Flat amount: \$124.30	Jun 06 16 - J.D. Barnes Ltd. Research		124.30
GPS/Robotic/Electronic Field Data Collection System (1) - @ \$85.00 per day	Jun 15 16	1.00	85.00
GPS/Robotic/Electronic Field Data Collection System (1) - @ \$85.00 per day	Jun 22 16	1.00	85.00
Highway 407 Premium Mileage - @ \$0.32 per km	Jun 15 16	150.00	48.64
Highway 407 Premium Mileage - @ \$0.32 per km	Jun 22 16	150.00	48.64
Survey Vehicle Field Visit (1) - @ \$85.00 per trip	Jun 22 16	1.00	85.00
Survey Vehicle Field Visit (1) - @ \$85.00 per trip	Jun 15 16	1.00	85.00
Total Disbursements			\$837.96
Total (including 13% HST)			\$8,331.44
Please make cheque payable to: Krcmar Surveyors Ltd. For account inquiry, please call 905.738.0053 x221			

K R C M A R

Appendix “V”

14-133

June 12, 2019

TO: Krcmar Surveyors Ltd.
1137 Centre Street
Thornhill ON, L4L 3M6

RE: Notice to Potential Unsecured Creditor

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "Court") appointed msi Spergel Inc. as receiver (the "Receiver") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("220"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "The Connolly".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "Claims Bar Date"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Kumar Surveys Ltd

FULL MAILING ADDRESS OF CLAIMANT:

*101- 1137 Centre Street
Thornhill Ont. L4T 3M6*

TELEPHONE NO. OF CLAIMANT: *905-738-0053*

FACSIMILE NO. OF THE CLAIMANT: *905-738-9221*

EMAIL ADDRESS OF CLAIMANT: *raj@Kumar.ca*

ATTENTION (CONTACT PERSON): *Ms. Raj Randhawa*

2. AMOUNT AND TYPE OF CLAIM

*Professional Services - Surveying
\$ 9,866.77*

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM	
<i>Canadian</i>	<i>\$ 1,535.33</i>	<i>Inv. No. 32272/16</i>
<i>Canadian</i>	<i>\$ 8,331.44</i>	<i>Inv. No. 32497/16</i>
	<i>\$</i>	
	<i>\$</i>	

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT:

Raj Kavelha
SIGNATURE

WITNESS:

Gloria Kuarsingh
SIGNATURE

PRINT NAME:

Raj Kavelha

PRINT NAME:

GLORIA KUARSINGH

TITLE:

Accountant

DATED AT:

City of Vaucluse

THIS

June

DAY OF

27

2019

INVOICE

2203284 Ontario Inc.
93 Skyway Avenue, Unit 210
Toronto, Ontario, M9W 6N9
Attention: Luis Correia

Tuesday May 31, 2016
Invoice No. 32272/16

File No: 14-133
Work Order 16692
Billing: Task Rate

The Connolly (96 James Street South) Project
Additional Calculations for Tarion Bulletin 22
1. Penthouse Floors 28, 29 and 30
2. Revisions to Disclosure Sketches for Penthouse Floors 28, 29 and 30
City of Hamilton

This invoice represents our professional fees for the provision of Land Surveying Services on the noted project, as requested by Mr. Luis Correia.

Professional Fees Total: \$1,335.00

Disbursements Total: \$23.70

Sub Total: \$1,358.70

(Reg. No. 10555 4166 RT0001) HST: \$176.63

TOTAL AMOUNT OF THIS INVOICE: \$1,535.33

Invoices are due upon receipt. A Service Charge of 1.5% per month (19.56% P.A.) is applied to past due amounts.
Please see subsequent page(s) for invoice details.
Please make cheque payable to: Krcmar Surveyors Ltd.
For account inquiry, please call 905.738.0053 x221

Thank you for your valued business.

1137 Centre Street Thornhill Ontario, L4J 3M6
905.738.0053 F 905.738.9221 www.krcmar.ca

krcmar surveyors ltd

K R C M A R

Work Performed			
Work Order 16692 - Project: The Connolly (96 James Street South) Project			
Task Code/Description	Description of Professional Services		
May 30, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; Instructions to Senior CAD Specialist to calculate Tarion areas of units and balconies for redesigned penthouse levels (floors 28, 29, and 30). Disclosure sketches also to be updated.		
008 - CAD: Computations/CAD Survey Specialist	File: 14-133CA01b/DS01b - Revised suite area calculations and disclosure sketches for levels 28, 29 and 30 as per project director.		
May 31, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; Discussions with client regarding suite and legal numbering. Review area calculations with Senior CAD Specialist; on-going instructions for completion. OLS review of updated area calculations and disclosure materials and provision to client.		
008 - CAD: Computations/CAD Survey Specialist	File: 14-133CA01b - Revise suite area calculations as per project director.		
June 2, 2016			
001 - Survey: Ontario Land Surveyor	(14.133 16692) Marketing + Sales; Tarion Area Calculations; OLS review and confirm that penthouse legal numbering will follow standard industry numbering. All other floors in building follow standard approach.		
Professional Fees Total			\$1,335.00
Disbursements			
Item	Item Description	Quantity	Amount
Survey Plans Plotting and Printing Fee	Multiple Returns - Review/Provisions/Presentation		23.70
Total Disbursements			\$23.70
Total (including 13% HST)			\$1,535.33
Please make cheque payable to: Krcmar Surveyors Ltd. For account inquiry, please call 905.738.0053 x221			
K R C M A R			

INVOICE

2203284 Ontario Inc.
93 Skyway Avenue, Unit 210
Toronto, Ontario, M9W 6N9
Attention: Luis Correia

Thursday June 30, 2016
 Invoice No. 32497/16

File No: 14-133
 Work Order 17316
 Billing: Task Rate

The Connolly (96 James Street South) Project
RP01 - Absolute Title Conversion Process
City of Hamilton

This invoice represents our professional fees for the provision of Land Surveying Services on the noted project, as requested by Luis Correia on Monday May 11, 2015.

Professional Fees Total: \$6,535.00

Disbursements Total: \$837.96

Sub Total: \$7,372.96

(Reg. No. 10555 4166 RT0001) HST: \$958.48

TOTAL AMOUNT OF THIS INVOICE: \$8,331.44

Invoices are due upon receipt. A Service Charge of 1.5% per month (19.56% P.A.) is applied to past due amounts.
 Please see subsequent page(s) for invoice details.
 Please make cheque payable to: Krcmar Surveyors Ltd.
 For account inquiry, please call 905.738.0053 x221

Thank you for your valued business.

1137 Centre Street Thornhill Ontario, L4J 3M6
 905.738.0053 F 905.738.9221 www.krcmar.ca

krcmar surveyors ltd

K R C M A R

Work Performed	
Work Order 17316 - Project: The Connolly (96 James Street South) Project	
Task Code/Description	Description of Professional Services
May 11, 2015	
001 - Survey: Ontario Land Surveyor	(14-133) Review PIN and send email to solicitors regarding status of PIN as absolute title conversion is required for the site.
June 2, 2016	
012 - Survey: Junior Legal Project Surveyor	File: 14-133 - Instructions to director of cadastral records for legal property search.
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire five property identification numbers and PIN map as per project director.
June 6, 2016	
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire deeds and existing survey record from J.D. Barnes Limited as per project director.
June 7, 2016	
001 - Survey: Ontario Land Surveyor	(14.133 17316) Project Design + Pre-Development; Absolute Title Conversion; OLS review of research results; existing survey from 2015 to be acquired as part of research. Inquiry to be made to client if client was aware of 2015 survey and has copies.
June 15, 2016	
001 - Survey: Ontario Land Surveyor	(14.133 17316) Project Design + Pre-Development; Absolute Title Conversion; Urgent correspondence with client regarding site access to avoid field work delay.
012 - Survey: Junior Legal Project Surveyor	File: 14-133 - Field preparations; instructions to cadastral team.
004 - Field:Cadastral Field Work - Cadastral Field Personnel	File: 14-133 - First application reference plan.
June 20, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Instructions to and supervision of senior CAD specialist.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Calculate boundary and draft first application R-plan as per project director.
June 21, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
007 - Survey: Legal Survey Office Work	File: 14-133 - Research and acquire deeds as per project director.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Boundary calculation for R-plan.
June 22, 2016	
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Calculate boundary and draft first application R-plan as per project director. Review of boundary issues with OLS. Prepared point plan to set monuments. Import new field data and review of street limits with OLS.
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
004 - Field:Cadastral Field Work - Cadastral Field Personnel	File: 14-133 - Monumentation.
June 23, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Revisions to and draft plan as per OLS review and comments. Calculate and prepare point plan for field layout.
June 24, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Legal documentation and plan review.
008 - CAD: Computations/CAD Survey Specialist	File: 14-133RP01 - Revisions to and draft plan as per OLS review and comments. Computerised plotting/printing. Perform mathematical closure for area calculation.
June 28, 2016	
001 - Survey: Ontario Land Surveyor	File: 14-133RP01 - Review and finalize plan for distribution.

007 - Survey: Legal Survey Office Work		File: 14-133RP01 - Archive drawing and create pdf document and provide to client and solicitor as per project director.	
Professional Fees Total			\$6,535.00
Disbursements			
Item	Item Description	Quantity	Amount
Survey Plans Plotting and Printing Fee	Multiple Returns - Review/Provisions/Presentation		53.40
Ontario Automated Land Registry Office On-Line Legal Title Search	Jun 21 16, Jun 02 16, Jun 06 16		203.18
Vehicle Parking	Jun 15 & 22 16		19.80
Research Old Survey Records, Plans and Field Notes (other surveyors) - Flat amount: \$124.30	Jun 06 16 - J.D. Barnes Ltd. Research		124.30
GPS/Robotic/Electronic Field Data Collection System (1) - @ \$85.00 per day	Jun 15 16	1.00	85.00
GPS/Robotic/Electronic Field Data Collection System (1) - @ \$85.00 per day	Jun 22 16	1.00	85.00
Highway 407 Premium Mileage - @ \$0.32 per km	Jun 15 16	150.00	48.64
Highway 407 Premium Mileage - @ \$0.32 per km	Jun 22 16	150.00	48.64
Survey Vehicle Field Visit (1) - @ \$85.00 per trip	Jun 22 16	1.00	85.00
Survey Vehicle Field Visit (1) - @ \$85.00 per trip	Jun 15 16	1.00	85.00
Total Disbursements			\$837.96
Total (including 13% HST)			\$8,331.44
Please make cheque payable to: Krcmar Surveyors Ltd. For account inquiry, please call 905.738.0053 x221			
K R C M A R			

Appendix “W”

AMENDED
PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant: McCallum Sather Architects Inc.

Full Mailing Address of Claimant: 286 Sanford Avenue North
Hamilton, ON L8L 6A1

Telephone No. of Claimant: 905-526-6700

Facsimile No. of Claimant:

Email Address of Claimant: heatherg@mccallumsather.com

Attention (Contact Person): Heather Gordon

2. AMOUNT AND TYPE OF CLAIM

The Debtor was and still is indebted to the Claimant as follows:

CURRENCY:	AMOUNT OF CLAIM:
CDN	\$30,233.79

3. DOCUMENTATION


Provide all particulars of the Claim and supporting documentation, including amount, and description of Transaction(s) or Agreement(s), or legal breach(es) giving rise to the Claim, including any claims Assignments/Transfer Agreement or similar document, if applicable, and copies of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected debtor to the claimant and estimated value of such security.

Attached is a copy of the Statement of Claim issued at the Superior Court of Justice on October 10, 2017 together with documents relating to the claim, including invoices, and OAA Agreement between MSA and Stanton Renaissance c/o Louie Santaguida.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I am a Claimant or authorized representative of the Claimant;
- (b) I have knowledge of all of the circumstances connected with this Claim;
- (c) The Claimant asserts this Claim against the Debtor as set out above; and
- (d) Complete documentation in support of this Claim is attached.

Claimant: 
Signature

Witness: 
Signature

Print Name: Shene Harris

Print Name: Ruth Toskas

Title: Lawyer

Shene Harris
Ross & McBride LLP
1 King Street West, 10th Floor
Hamilton, Ontario L8P 1A4

Tel.: 905-526-9800
Fax: 905-526-0732

Dated at: Hamilton, Ontario, this 20th day of August, 2019

Court File No.: 17-63095

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *Construction Lien Act*,
R.S.O. 1990, c. C.30, as amended

BETWEEN:

MCCALLUM SATHER ARCHITECTS INC.

Plaintiff

- and -

2203284 ONTARIO INC. AND STANTON RENAISSANCE C/O LOUIE SANTAGUIDA
AND MARYLOU SANTIAGUIDA AND DIVERSIFIED CAPITAL INC. AND THE
GUARANTEE COMPANY OF NORTH AMERICA AND DUCA FINANCIAL SERVICES
CREDIT UNION

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this Court Office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE, AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local Legal Aid office.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$ 750.00 for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 for costs and have the costs assessed by the Court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

¹⁰⁻¹⁰⁻²⁰¹⁷
Date: August 10, 2017

Issued by:

Local Registrar

Address of
Court office:

45 Main Street East
Hamilton, ON L8N 2B7

TO: 2203284 ONTARIO INC.
93 Skyway Avenue
Unit 210
Toronto, ON M9W 6N6

AND TO: STANTON RENAISSANCE C/O LOUIE SANTAGUIDA
93 Skyway Avenue
Suite 104
Toronto, ON M9W 6N6

AND TO: DIVERSIFIED CAPITAL INC.
9 South Lake Ave, Suite 210
Pasadena, CA 91101

AND TO: THE GUARANTEE COMPANY OF NORTH AMERICA
4950 Yonge St #1400,
North York, ON M2N 6K1

AND TO: DUCA FINANCIAL SERVICES CREDIT UNION
5290 Yonge Street,
Toronto, ON M2N 5P9

CLAIM

1. The Plaintiff, McCallum Sather Architects Inc. ("MSAI") claims as follows:
 - (a) payment of the sum of \$30,233.79 from the Defendants pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, c. C-30, as amended;
 - (b) in the alternative to subparagraph (a), payment of the sum of \$30,233.79 in damages for breach of contract;
 - (c) in the alternative to subparagraphs (a) and (b), payment of the sum of \$30,233.79 in damages for *quantum meruit*;
 - (d) in the alternative to subparagraphs (a), (b) and (c), payment of the sum of \$30,233.79 in damages for unjust enrichment;
 - (e) payment of interest on the sum of \$30,233.79 pursuant to the Agreement (as defined below) between MSAI and Defendants or one of them, or in the alternative, payment of interest on the said sum from January 23, 2014, to the date of payment or Judgment herein, by the Defendants and post-judgment interest on the above amount in accordance with the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended;
 - (f) a Declaration that MSAI is entitled to a lien in the amount of \$30,233.79 against all of the estate, title and interest of the land and premises against which the Claim for Lien hereinafter set forth are registered;
 - (g) its costs of this action by the Defendants on a substantial indemnity basis;
 - (h) that in default of payment of the said amount of \$30,233.79 and interest and costs by the Defendants, an Order that all of the estate and interests of the Defendants in the lands and premises hereinafter set out, may be sold and the proceeds applied in and towards payment of MSAI's claim, costs and

interest pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended;

- (i) in the alternative, payment to MSAI of any amount posted with the Accountant of the Superior Court of Justice to vacate the Claim for Lien herein, if same is posted, pursuant to Section 44 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended; and,
- (j) such further and other relief as counsel may request and this Honourable Court may deem just.

The Parties

- 2. MSAI is a corporation duly incorporated pursuant to the laws of the Province of Ontario and carries on the business of providing architectural and contract management services.
- 3. 2203284 Ontario Inc. ("220") is the registered owner of the interest in all or part of the lands and premises described in Schedule "A" attached hereto (the "Subject Property").
- 4. The Defendant, Stanton Renaissance c/o Louie Santaguida ("Santaguida") the party to whom MSAI provided services and was the general contractor for work completed on the Property. MSAI and Santaguida entered into a contract for MSAI to provide services to Santaguida beginning March, 2015.
- 5. The Defendants, Marylou Santiaguida, Diversified Capital Inc. And The Guarantee Company Of North America And Duca Financial Services Credit Union (the "Mortgagee Defendants") all hold various charges registered against the Subject Property which charges were construction mortgages provided to 220, or its agents, or others acting on its behalf, for the purpose of funding the construction being carried out at the Subject Property.

The Contract and Services Provided

6. On or about March 2015 MSAI and Santaguida, or others acting on its behalf, entered into a contract; pursuant to this contract MSAI was to supply architectural services to the Subject Property. The work was requisitioned by Santaguida. The work was performed and the improvement supplied to the Subject Property by MSAI as agreed and required (the "Agreement")
7. Between March 4, 2015 and July 11, 2017, MSAI performed the necessary improvements and work on the Subject Property pursuant to the Agreement.
8. In consideration for services provided, MSAI rendered invoices for its services; MSAI states that Santaguida had the obligation to pay MSAI for the work it completed at the Subject Property. The invoices and change orders remain outstanding and Santaguida, or others acting on its behalf, has refused or neglected to pay same. At the date of registration of the Claim for Lien described below, the amounts owing to MSAI equalled \$30,233.79.

Registration of Lien and Provisions of the Claim for Lien

9. As a result of the non-payment of the above-noted sum, on or about February 10, 2017, MSAI caused to be registered the following Claim for Lien against title to the lands of the Defendant in the Land Registry Office of Toronto (No.66) as Instrument Number WE901635 as follows:

CONSTRUCTION LIEN ACT, 1990**CLAIM FOR LIEN
Under Section 34 of the Act**

Name of Lien Claimant:	McCallum Sather Architects Inc.
Address for Service:	157 Catharine St. N., Hamilton, ON L8L 4S4
Name of Owner(s):	2203284 Ontario Inc.
Address:	93 Skyway Avenue Unit 210 Toronto, ON M9W 6N6

As set out in attached Schedule "A"

Name of person to whom
Lien Claimant supplied
services or materials:
Address:

Stanton Renaissance c/o Louie Santaguida
93 Skyway Avenue
Suite 104
Toronto, ON M9W 6N6

Time within which services or materials were supplied:

from **March 4, 2015** to **July 11, 2017**
(date supply commenced) (date of most recent supply)

Short description of services or materials that have been supplied: Supply and preparation of architectural and mechanical drawings and components related to the improvement of the property inclusive of preparing drawings and continued contract assistance and administration.

Contract price or subcontract price (inclusive of HST): \$361,600.00

**Amount claimed as owing in respect of services or material that
have been supplied (inclusive of HST): \$ 30,233.79**

(Use A where the lien attaches to the premises; use B where the lien does not attach to the premises).

A. The Lien Claimant* claims a lien against the interest of every person identified above as an owner of the premises described in Schedule "A" to this Claim for Lien.

B. ~~_____ The lien claimant* claims a charge against the holdbacks required to be retained under the Act and any additional amount owed by a payer to the contractor or to any subcontractor whose contract or subcontract was in whole or in part performed by the services or materials that have been supplied by the lien claimant in relation to the premises at: as described in Schedule "A".~~

(address or other identification of the location of the premises)

McCallum Sather Architects Inc.

DATE: August 22, 2017

Per: Drew Hauser, Director
(I have authority to bind the Corporation)

Payment to Plaintiff

10. MSAI by reason of performing the work and supplying services and materials required under the contract, continues to be entitled to a lien upon the interest of the Defendants in the Subject Property in the sum of \$30,233.79 together with its costs and interest pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, as amended.
11. Despite numerous requests, MSAI has not received the funds owed to it under the contract and the full amount outstanding with respect to this lien equal the sum of \$30,233.79, which is presently due and owing on account of the work completed and the services supplied by MSAI.

Ownership of Subject Property and Supply of Services

12. MSAI states that the Defendant, 220 is the registered owner of the interest, leasehold interest, or both, of the Subject Property and the work and services provided by MSAI were supplied upon the credit of, and on behalf of, with the privity or consent of, and to the direct benefit of the Defendants and therefore states that 220 is an "owner" of the Subject Property as defined in the *Construction Lien Act*, R.S.O. 1990, c. C-30, as amended.
13. MSAI states that the Mortgagee Defendants are each mortgagees of the Subject Property and hold mortgages registered against the Subject Property. MSAI states that the Mortgagee Defendants are each "owners" of the Subject Property as defined in the *Construction Lien Act*, R.S.O. 1990, c. C-30, as amended.
14. MSAI states that the Defendants received a benefit from the work performed by MSAI and accordingly, MSAI is entitled to compensation and payment for the value of the work and services it supplied to the Subject Property.
15. MSAI claims in the alternative, if necessary, from the Defendants the sum of \$30,233.79 on a *quantum meruit* basis which sum represents the reasonable cost to MSAI and value of performing the said work and supplying the said services.

16. MSAI states in the alternative that the Defendants, or more of them, have been unjustly enriched in the sum of \$30,233.79 by reason of the performance of the said work and the supply of the said services by MSAI, which sum represents the reasonable costs to MSAI and the reasonable benefit to the Defendants of performing the said work and supplying the said material upon the Subject Property.
17. MSAI claims in the further alternative, if necessary, against the Defendants that they are entitled and required to pay to MSAI the sum of \$30,233.79 for unjust enrichment; MSAI claims that the sum of \$30,233.79 represents the reasonable cost to MSAI and value of performing the said work and supplying the said services.

Date: October 10, 2017

ROSS & MCBRIDE LLP
Law Firm
P.O. Box 907
One King Street West
Hamilton, ON L8N 3P6

Renata Kis (56835G)
Tel: (905) 526-9800
Fax: (905) 526-0732

Lawyers for the Plaintiff

SCHEDULE "A"

To the Claim for Lien of McCallum Sather Architects Inc.

Description of Premises: PT LT 75 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON; PT LT 76 P. HAMILTON SURVEY (UNREGISTERED) CITY OF HAMILTON (BTN HUNTER ST, MACNAB ST, JACKSON ST & JAMES ST) AS IN HA59712; CITY OF HAMILTON

AS DESCRIBED IN PIN 17171-0009 (LT)

MCCALLUM SATHER ARCHITECTS INC.
Plaintiff

v.

2203284 ONTARIO INC. et al
Defendants

Court File No.

17-63095

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Hamilton

STATEMENT OF CLAIM

ROSS & McBRIDE LLP
Law Firm
1 King Street West – 10th Floor
Hamilton, ON L8P 1A4

RENATA KIS

Tel: (905) 526-9800
Fax: (905) 526-0732

Lawyers for the Plaintiff



Ontario Association of Architects

Standard Short Form of Contract
for Architect's Services

OAA 800 - 2011

The Client and the Architect agree to the following terms and conditions made as of:

Client: (name and address)

Stanaton Renaissance c/o Louie Santaguida
93 Skyway Avenue, Suite 104
Toronto Ontario M9W 6N6

Architect: (name and address)

MSA - McCallum Sather Architects Inc.
157 Calhoun Street North
Hamilton Ontario L8L 4S4

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

James Street Baptist Condo Redevelopment - Hamilton Ontario
Commercial Residential Project - approximately 200 condo unit development with 40,000sq.ft of commercial at podium

The Architect shall coordinate the services of the following Consultants:

engaged and paid by the Architect:

Interior Design, Acoustical Consultant, Lifesafety
Consultant, Planner

engaged and paid by the Client:

All other consultants

The Client shall pay the Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST).
Invoices submitted are payable within 30 days, or as otherwise agreed. Unpaid invoices shall bear interest per annum,
calculated monthly, at prime plus 2% from 30 days to 60 days; prime plus 4% thereafter.

Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

☒ A Lump Sum Fee of: \$ 320,000.00
☒ A Deposit of: \$ 5,000.00
☒ At Architect's Standard Hourly Rates.

The deposit is the minimum amount payable under this
Agreement, and will be credited against the final invoice.

☐ A Percentage-based Fee of: %
of the Construction Cost as defined.

Reimbursable expenses are charged at cost
plus 10 % for administration and include charges for:
printing, copying, delivery, communication, travel and if
authorized, lodging, special photography or models.

Other Conditions: (reference attached information if needed.)

See letter attached - this fee is based on the award of two projects.

Client signature

Louie Santaguida
Louie Santaguida

name

Architect signature

name

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Page 1



Ontario Association of Architects

Standard Short Form of Contract
for Architect's Services

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The Architect shall render the Services to the Client in accordance with the following terms of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies including electronic, digital or other reproducible copies, of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without express written consent of the Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if invoices are not paid within 45 days, from the date of issue and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees and charges for this Project.
8. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
 - (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or for safety precautions and programs required in connection with the work;
 - (3) any changes made to the architect's design, drawings or documents without the architect's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the architect regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
9. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.

Initiated by:

Client

Architect

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Ontario Association of Architects

Standard Short Form of Contract
for Architect's Services

OAA 800 - 2011

Project/Client/Architect Ref:

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Schedule of Architect's Scope of Services:

Pre-Design			
Client's Program and Budget:	Develop <input checked="" type="checkbox"/>	Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.			<input checked="" type="checkbox"/>
Prepare measured drawings of visible conditions.			<input checked="" type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input checked="" type="checkbox"/>
Design Development Documents Phase			<input checked="" type="checkbox"/>
Estimates of Construction Cost at each phase			<input type="checkbox"/>
Construction Documents Phase - Drawings / Specifications			
Prepare drawings / specifications for:	Building Permit <input checked="" type="checkbox"/>	Bidding/Negotiation with contractor(s) <input checked="" type="checkbox"/>	Construction <input checked="" type="checkbox"/>
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
Permits and Approvals			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input checked="" type="checkbox"/>
Prepare and submit client signed application for building permit.			<input checked="" type="checkbox"/>
Prepare and assist Client to obtain:	Site Plan Approval <input checked="" type="checkbox"/>	Committee of Adjustment <input checked="" type="checkbox"/>	Re-zoning Application <input checked="" type="checkbox"/>
Negotiating / Bidding Phase			
Assist client to:	obtain bids <input type="checkbox"/>	prepare construction contract <input type="checkbox"/>	
Construction Phase: General Review - Construction Contract Administration			
General Review at site, and reports:	for Building Code only:		<input checked="" type="checkbox"/>
	for Building Code and all Construction Documents:		<input type="checkbox"/>
Including <u>89</u> visits to the site over the anticipated construction duration of <u>36</u> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input checked="" type="checkbox"/>
Construction Contract Administration field and office functions			<input checked="" type="checkbox"/>
Follow up during one year warranty period.			<input checked="" type="checkbox"/>
Other Scope of Services: (Include Additional Services, special phasing or scope; reference attached information if needed.)			
Project may have 3 phases to occur within the 36 months.			

Initialed by:

Client

Architect

OAA 800 - 2011

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Schedule



INVOICE

Date: May 31, 2015
 Invoice No.: 13007-AS#8
 Date Issued: June 15, 2015

2203284 Ontario Inc
 104-93 Skyway Avenue
 Toronto, ON
 M9W 6N6

Attn: Louie Santaguida

Project Name: James Street Baptist Church

MSA Project No.: 13007

Issued by: Heather Gordon

Approved by: Drew Hauser

Progress Billing No: AS#8 upset of 4 hours @\$150 per hour (emails March 4, 2015)

Registered HST #88793 2085

Additional Services #8: Attendance and presentations at DRP

Professional Services	Hours	Rate	Total
Drew Hauser	3.00	\$150.00	\$450.00
Subtotal Fee			\$450.00
Less: previously invoiced			\$0.00
Fees Due this Invoice			\$450.00
Disbursements (None this invoice)			\$0.00
Subtotal Fees and Disbursements			\$450.00
HST			\$58.50
Total Now Due and Payable			\$508.50

Invoices due upon receipt. Unpaid invoices exceeding 30 days will be subject to a 1.5% monthly interest charge, applied to subsequent billings.



INVOICE

Date: April 30, 2016
 Invoice No.: 13007A-06
 Date Issued: May 24, 2016

2203284 Ontario Inc.
 93 Skyway Avenue
 Suite 104
 Toronto, ON M9W 6N6

Attn: Louie Santaguida

Project Name: James St. Baptist Church

MSA Project No.: 13007

Issued by: Heather Gordon

Approved by: Drew Hauser

Progress Billing No: 6

Registered HST #88793 2085

Lump Sum Fee \$320,000 plus HST

Task	Fee	% Complete	Total
Design	\$48,000.00	100%	\$48,000.00
Design Development (Incl. Urban Design Brief	\$32,000.00	50%	\$16,000.00
Working Drawings	\$144,000.00	0%	\$0.00
Tender	\$16,000.00	0%	\$0.00
Field Review	\$80,000.00	0%	\$0.00

Subtotal Fee	\$320,000.00	\$64,000.00
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Less Previously Invoiced		\$59,200.00
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Fees Due this Invoice		\$4,800.00
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Additional Services

AS#3 (attached) - Sketch Drawings of Penthouse Suites (*16 hours @\$130/hr.)

* actual hours were 28	\$2,080.00
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Subtotal Fees and Additional Services	\$6,880.00
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HST	\$894.40
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Total Now Due and Payable	\$7,774.40
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Invoices due upon receipt. Unpaid Invoices exceeding 30 days will be subject to a 1.5% monthly interest charge, applied to subsequent billings.



INVOICE

Date: June 30, 2016
 Invoice No.: 13007A-07
 Date Issued: July 22, 2016

2203284 Ontario Inc.
 93 Skyway Avenue
 Suite 104
 Toronto, ON M9W 6N6
 Attn: Louie Santaguída

Project Name: James St. Baptist Church
 MSA Project No.: 13007
 Issued by: Heather Gordon
 Approved by: Drew Hauser

Progress Billing No: 7

Registered HST #88793 2085

Lump Sum Fee \$320,000 plus HST

Task	Fee	% Complete	Total
Design	\$48,000.00	100%	\$48,000.00
Design Development (incl. Urban Design Brief	\$32,000.00	75%	\$24,000.00
Working Drawings	\$144,000.00	0%	\$0.00
Tender	\$16,000.00	0%	\$0.00
Field Review	\$80,000.00	0%	\$0.00
Subtotal Fee	\$320,000.00		\$72,000.00
Less Previously Invoiced			\$64,000.00
Fees Due this Invoice			\$8,000.00

Additional Services - none this invoice

Subtotal Fees and Additional Services \$8,000.00

HST \$1,040.00

Total Now Due and Payable \$9,040.00

Invoices due upon receipt. Unpaid invoices exceeding 30 days will be subject to a 1.5% monthly interest charge, applied to subsequent billings.

13007 - James Street Baptist Church

Task Code	User Name	Billing Rate	Total Hrs	Entry Date	Comments	Amount Billable
13007 General	Brown, Liam	100.00	2.00	Feb 1, 2017	Review of Marketing Areas	200.00
	Brown, Liam Summary	100.00	2.00	Feb 3, 2017	Review of Marketing Areas	200.00
	Reid, Nicola		4.00			400.00
	Reid, Nicola Summary	115.00	7.50	Aug 24, 2016		862.50
			7.50			862.50
	13007 General Summary		11.50			1,262.50
AS#3						
	Brown, Liam	100.00	1.00	Sep 19, 2016		100.00
		100.00	2.00	Sep 6, 2016	Conference Call - Minor Variance	200.00
		100.00	2.00	Sep 7, 2016		200.00
		100.00	1.00	Sep 8, 2016		100.00
		100.00	2.00	Sep 9, 2016		200.00
	Brown, Liam Summary		8.00			700.00
AS#3 Summary			8.00			700.00
ASA						
	Hauser, Drew	135.00	1.00	Jul 21, 2016		135.00
		135.00	1.00	Aug 4, 2016		135.00
	Hauser, Drew Summary		2.00			270.00
	Kamey, Christina	70.00	3.50	May 11, 2017	Review Documents Meeting Prep	245.00
		70.00	4.00	May 12, 2017	Meeting Prep Meeting - Start up With Gilliam Group	280.00
		70.00	2.00	May 15, 2017	Meeting Minutes	140.00
		70.00	1.00	May 18, 2017	Meeting with Marcus Gilliam	70.00
		70.00	2.00	May 24, 2017	Architecture Crawl	140.00
		70.00	1.00	May 25, 2017	Internal Meeting	70.00

Kamey, Christina Summary	70.00	1.00	May 26, 2017 Summarize all heritage projects	70.00
	70.00	2.00	Jun 2, 2017 Client and Status update Meeting	140.00
	70.00	3.00	Jun 5, 2017 Meeting and Review	210.00
	70.00	0.25	Jun 21, 2017 Provide Cad	17.50
	70.00	2.00	Jul 11, 2017 Parking Sketch	140.00
		21.75		1,522.50
ASA Summary		23.75		1,792.50
DD				
Kamey, Christina	70.00	1.00	Aug 25, 2016 Stats for Restaurant	70.00
	70.00	1.00	Sep 16, 2016 Drawing Update	70.00
Kamey, Christina Summary		2.00		140.00
Reid, Nicola	115.00	1.00	May 15, 2017	115.00
		1.00		115.00
Reid, Nicola Summary		3.00		255.00
DD Summary				
SD				
Brown, Liam	100.00	2.00	Jul 8, 2016	200.00
	100.00	1.00	Jul 11, 2016	100.00
	100.00	2.00	Jul 12, 2016	200.00
	100.00	2.00	Jul 15, 2016	200.00
	100.00	1.00	Jul 18, 2016	100.00
	100.00	1.00	Jul 19, 2016	100.00
	100.00	2.00	Jul 21, 2016 Parking Plan Review w Paradigm GSP, Client	200.00
	100.00	2.50	Jul 22, 2016	250.00
	100.00	2.00	Jul 26, 2016 Project Status Memo	200.00
	100.00	2.00	Jul 28, 2016 Client Meeting and follow-up	200.00
	100.00	4.00	Aug 30, 2016 Meeting w City - Minor Variance, Phased Submissions & Follow	400.00
	100.00	2.00	Sep 1, 2016	200.00
	100.00	2.00	Sep 2, 2016	200.00
	100.00	2.00	Sep 12, 2016	200.00
	100.00	2.00	Sep 13, 2016	200.00
	100.00	1.00	Sep 16, 2016 Bidtec Product Review (Cladding)	100.00
		30.50		3,050.00
Brown, Liam Summary				

Hauser, Drew	135.00	1.00	Aug 30, 2016	135.00
	135.00	0.50	Sep 4, 2016	67.50
	135.00	1.00	Oct 26, 2016	135.00
	135.00	0.50	Jan 13, 2017 called louie regarding beume	67.50
	135.00	1.00	Jun 6, 2017	135.00
	135.00	1.00	Jun 20, 2017	135.00
		5.00		675.00
Hauser, Drew Summary				
Neal, William	130.00	1.00	May 9, 2017 Distribution of Drawings	130.00
	130.00	3.00	May 12, 2017 Project Review	390.00
	130.00	0.50	May 15, 2017 Meeting Notes	65.00
	130.00	1.50	May 18, 2017 Review with Marcus Gilam	195.00
	130.00	3.00	May 24, 2017 Review project with mechanical. Review coordination set.	390.00
	130.00	2.00	May 25, 2017 Obtain fee proposals	260.00
	130.00	1.00	May 31, 2017 Coordination with consultants for fee proposals	130.00
	130.00	3.00	Jun 2, 2017 Client meeting and summary	390.00
	130.00	1.00	Jun 8, 2017 Confirm City requirement for foundation permit.	130.00
	130.00	3.00	Jun 9, 2017 Conference call with team and meeting summary	390.00
	130.00	1.00	Jun 12, 2017 Correspondence with Chris and Marcus	130.00
	130.00	2.00	Jun 20, 2017 Site Visit with CM and Reimar	260.00
	130.00	1.00	Jun 27, 2017 Coordination with Gilam Group and Joanne/Drew	130.00
		23.00		2,990.00
		58.50		6,715.00
Neal, William Summary				
SD Summary				
	WD			
Stinger, Dustin	70.00	7.56	Jul 4, 2016	529.20
	70.00	2.45	Jul 5, 2016	171.50
		10.01		700.70
Stinger, Dustin Summary				
WD Summary		10.01		700.70
TOTAL				
				57,511,425.7

Appendix “X”

June 12, 2019

TO: Paradigm Transportation Solutions Limited
22 King Street, Suite 300
Waterloo ON, N2J 1N8

RE: Notice to Potential Unsecured Creditor

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "**Court**") appointed msi Spergel Inc. as receiver (the "**Receiver**") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("**220**"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "*The Connolly*".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "**Claims Bar Date**"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Paradigm Transportation Solutions Limited

FULL MAILING ADDRESS OF CLAIMANT:

5A-150 Pinebush Road
Cambridge, ON N1R 8J8

TELEPHONE NO. OF CLAIMANT:

519-896-3163 ext. 300

FACSIMILE NO. OF THE CLAIMANT:

855-764-7349

EMAIL ADDRESS OF CLAIMANT:

selkins@ptsl.com

ATTENTION (CONTACT PERSON):

Stew Elkins

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
CDN	\$ 4,825. ¹⁰
	\$
	\$
	\$

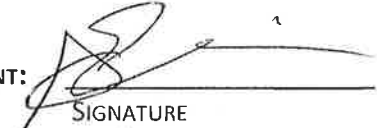
3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

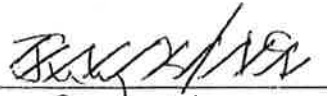
- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT: 
SIGNATURE

WITNESS: 
SIGNATURE

PRINT NAME: Stewart Elkins PRINT NAME: Christine Bowness

TITLE: Vice President

DATED AT:  THIS 2 DAY OF July, 2019
Cambridge, ON



22 King Street South, Suite 300
 Waterloo, ON N2J 1N8
 p: 619.896.3163
 905.381.2229
 f: 1.855.764.7349

www.ptsl.com

12 September 2016
 Project: promo – City of Hamilton

Luis Correia
 Director of Development and Planning
 Stanton Renaissance 2203284 ONTARIO INC.
 93 Skyway Avenue, Unit 210,
 Toronto, Ontario, M9W 6N6

Dear Mr. Correia:

**RE: THE CONNOLLY - 98 JAMES STREET SOUTH, HAMILTON – PARKING STUDY
 ADDENDUM LETTER – PROPOSAL**

Further to your request for an addendum letter to the parking study we completed in November 2014 we are pleased to submit this letter proposal for professional consulting services.

We understand that you are going to be submitting a minor variance application to the City of Hamilton for a parking reduction to allow for 10 additional residential units. No additional parking supply will be provided to support the 10 additional residential units. Furthermore, only 2 carshare parking spaces are planned to be provided in the public layby parking stalls on Jackson Street. 3 carshare spaces were originally proposed along with Concierge / Valet parking services which are also being eliminated.

Sales information that you have verbalized indicates that approximately 189 residential units have been sold without provision for parking. Confirmation from you in writing will be required if units have been sold without parking unconditionally or if other arrangements have been made with purchasers.

We propose to carry out the following scope of work:

Task 1 - Parking Assessment: We will be updating the assessment and findings from our original parking study based on this latest development information you have provided to confirm if we can demonstrate the sufficiency of the latest parking supply and TDM measures.

Paradigm will contact both Community CarShare and the City of Hamilton to review the potential of supplying carshare spaces within a public road allowance.

We will investigate the details and feasibility of providing cash-in-lieu of parking spaces should we not be able to support the proposed parking supply.

Task 2 - Report and Recommendations: We will prepare and submit a detailed addendum letter report documenting the parking study investigations and findings. This will be provided in draft format for discussion and then finalized as appropriate. We will provide the required number of copies of the final letter report for your submission to the City.

Fee

Our fee to complete the above work plan is \$3,500, excluding HST and disbursements (travel, reproduction and parking surveys). We will require an initial retainer in the amount of \$2,000 prior to commencing the study. A second payment in the amount of \$1,500 will be required prior to release of our final report. We will rectify any outstanding amounts on your final invoice.

Prior to commencing work on this project we will require the executed copy of this Professional Service Agreement and the initial retainer.

For activities beyond what has been outlined in this work plan, costs will be incurred directly on a time and materials basis subject to a separate client authorization (our normal hourly rates are \$160/hour for principals and \$110/hour for technical staff). Such activities may include attendance at meetings, supplementary technical analysis, increased scope of work as a result of pre-consultation with the agencies, additional versions of the study report, and/or responding to review comments from agency staff.

Schedule

Our Standard Terms and Conditions are attached. To commence work, we kindly request written acceptance of this offer of consulting services by completing the attached Professional Services Agreement and the initial retainer. We expect to submit our draft report within 1 week of receiving the executed Professional Services Agreement and required retainer.

If you have any questions related to this proposal, please contact me at (905) 381-2229 x103 or (519) 896-3163 x103 or by email at selkins@ptsl.com. Thank you very much for this opportunity to provide our services.

Yours truly,

PARADIGM TRANSPORTATION SOLUTIONS LIMITED



Stew Elkins
B.E.S., MITE
Vice-President



ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN STANTON RENAISSANCE 2203284 ONTARIO AND PARADIGM TRANSPORTATION SOLUTIONS LIMITED INC.

Services to be Provided: Conduct Parking Study Addendum Letter as per letter dated 12 September 2016.

Estimated Fees: \$3,500 (excluding HST and disbursements)

Retainer: \$2,000 prior to study commencement and \$1,500 prior to release of final report.

Estimated Completion Date: 1 week from receipt of retainer and executed Attachment A.

Number of Final Report copies required: 2

Send Invoices to: (Please print or type)

Firm:	STANTON RENAISSANCE		
Registered Business #		Registered Name:	2203284 ONTARIO INC.
Street Address:	93 SKYWAY AVE, UNIT 210		
City/Province:	TORONTO, ON		
Postal Code	M9W 6N6		
Attention/(Title):	LUIS CORREIA, DIRECTOR OF DEVELOPMENT		
Telephone:	416. 201. 8400 ext. 459		
Fax:			
Email:			

Agent of Client with Signing Authority: (Please print or type)

Firm:			
Registered Business #		Registered Name:	
Street Address:			
City/Province:			
Postal Code			
Attention/(Title):			
Telephone:			
Fax:			
Email:			



TERMS AND CONDITIONS – ATTACHMENT A (Continued)

- ▶ Fees are non-refundable and invoices are payable upon receipt. Disbursements may include traffic surveys, travel, printing, associated clerical services and communication costs which shall be billed at cost plus a 5% administration charge.
- ▶ The undersigned agrees to pay Paradigm Transportation Solutions Limited in full under this agreement for furnished services within 30 days of each invoice date. Interest shall be paid at the rate of 1.5 % per month on all accounts outstanding beyond 30 days. The undersigned will be responsible for collection of proportionate invoice payments from associated partners, clients, client group members and/or participants in this agreed upon assignment.
- ▶ We reserve the right to request full payment of the contract amount including outstanding amounts prior to submission of our Final Report. We reserve the right to stop work if the client is in breach of payment terms (i.e. 30 days) or in otherwise in material breach of this Agreement. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
- ▶ In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- ▶ Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.
- ▶ In an effort to resolve any conflicts that arise during or following the completion of the work, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
- ▶ The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.
- ▶ The client agrees that any and all claims which it has or may hereafter have against Paradigm Transportation Solutions Limited, its officers, directors, servants, employees, sub-consultants and representatives, (collectively "Paradigm") in any way arising out of or related to Paradigm's duties and responsibilities pursuant to this agreement shall be absolutely limited to claims brought within 6 months from the start of the project for the lessor of: (a) direct damages arising out of the Services, and there shall be no liability on the part of Paradigm for any consequential loss injury or damage incurred by the client including damages for loss of profits and loss of markets; (b) the amount of 50% of the fees paid to the consultant for the project.
- ▶ Meetings and any additional work not specifically described herein but requested by the client or his agents shall be performed on an hourly basis plus out-of-pocket expenses and applicable taxes. If the scope of work changes significantly once work has commenced we shall review the fee arrangement with the client. We have based our estimate for fees and expenses on information provided to us at the time of our proposal. Should this information change during the course of this project, our fees and expenses may increase.
- ▶ Approvals from any government authority are not guaranteed. The fees quoted above do not include services rendered in connection with any appeal to the Ontario Municipal Board or the preparation and attendance at Council or any of its committees, the Committee of Adjustments and/or Land Division Committee or similar statutory meetings.

We require signed and witnessed authorization prior to commencing the work. If the suggested scope of work as well as the above Terms and Conditions are agreeable to you please sign and return one copy of this agreement to our office.

The undersigned must have authority to bind the corporation, acknowledges responsibility for payment of all invoices related to this project, and agrees to adhere to the terms and conditions noted above.

Client Signature: _____

Date: _____

Client Name & Title (please print): _____

Witness: _____

LUIS CORREIA
DIRECTOR OF DEVELOPMENT



Christine Bowness

From: Christine Bowness
Sent: June 15, 2017 12:15 PM
To: melvin@stantonrenaissance.com; louie@stantonrenaissance.com
Cc: Stew Elkins
Subject: 162080 - 98 James Street South - The Connolly - Outstanding Invoices
Attachments: 98 James St. S. - Approved Paradigm Proposal Addendum Ltr 2016-09-14.pdf; FW: 98 James St.S. - Minor Variance & Committee Meeting Date; Connolly - Attendance at COA Meeting; Invoice 12052.pdf; Invoice 12256.pdf; EFT Awareness Letter PTSL.pdf; Credit Card Awareness Letter (JM).pdf

Good afternoon Melvin,

I am just following up on an email sent on March 2 2017 in regards to outstanding invoices.

Please let me know if you have any questions or concerns that would delay payment any longer.

Regards,

Christine Bowness
Data Collection Coordinator



Paradigm Transportation Solutions Limited
 p: 519.896.3163 x403

From: Christine Bowness
Sent: March 2, 2017 4:01 PM
To: 'melvin@stantonrenaissance.com' <melvin@stantonrenaissance.com>; 'louie@stantonrenaissance.com' <louie@stantonrenaissance.com>
Cc: Stew Elkins <selkins@ptsl.com>
Subject: FW: 162080 - 98 James Street South - The Connolly - Outstanding Invoices

Good afternoon Melvin,

Please find attached the outstanding invoices on account. I have also attached all emails that Stew Elkins sent you on January 31 2017 in respect to extra work.

Please let me know if you have any questions or concerns that would delay payment any longer.

We accept EFT, credit card or cheque.

Regards,

Christine Bowness
Data Collection Coordinator


Paradigm Transportation Solutions Limited

22 King Street South, Suite 300, Waterloo ON N2J 1N8

p: 519.896.3163 x403

c: 519.497.8770

 e: cbowness@ptsl.com

 w: www.ptsl.com
From: Stew Elkins

Sent: Tuesday, January 31, 2017 3:18 PM

To: melvin@stantonrenaissance.com; Louie Santaguida <louie@stantonrenaissance.com>

Cc: Christine Bowness (cbowness@ptsl.com) <cbowness@ptsl.com>

Subject: 162080 - 98 James Street South - The Connolly - Outstanding Invoices

Hi Melvin,

We have a couple of outstanding invoices that need to be paid. According to the email below the PO# for this project is 755. I hope this helps. Our original amount was for \$3500 and then I have attached a couple of emails from Luis asking that we attend meetings that were not in the original scope as well as a number of updates to our addendum letter.

2203284 Ontario Inc.

162080S-98 James St. S. PS Addendum

Total 2203284 Ontario Inc.

0.00	0.00	870.10	0.00	3,955.00
0.00	0.00	870.10	0.00	3,955.00

If you need the invoices or have any other questions please call Christine Bowness at x403.

Thanks

Stew

Stew Elkins, BES, MITE.
Vice-President

Paradigm Transportation Solutions Limited

22 King Street South, Suite 300, Waterloo ON N2J 1N8

p: 905.381.2229 x103 or 519.896.3163 x103

c: 519.500.9178

 e: selkins@ptsl.com

 w: www.ptsl.com

From: Luis Correia [<mailto:luis@stantonrenaissance.com>]
Sent: September-15-16 9:45 AM
To: Stew Elkins <selkins@ptsl.com>
Cc: Adam Makarewicz <amakarewicz@ptsl.com>
Subject: RE: Connolly - Parking Supply and Car Share Service

Stew,

You'll find attached a signed copy of the proposal. The PO# is 755.

Luis Correia
Director of Development and Planning

STANTON RENAISSANCE
 T 416.201.8400 x459 | F 416.201.9073 | luis@stantonrenaissance.com
 93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 | www.stantonrenaissance.com

From: Stew Elkins [<mailto:selkins@ptsl.com>]
Sent: Monday, September 12, 2016 7:15 PM
To: Luis Correia <luis@stantonrenaissance.com>
Cc: Adam Makarewicz <amakarewicz@ptsl.com>
Subject: RE: Connolly - Parking Supply and Car Share Service

Hi Luis,

Please find attached our work plan and fee to get the draft addendum letter done this week.

Please provide the signback and initial retainer.

Thanks

Stew

Stew Elkins, BES, MITE.
Vice-President



Paradigm Transportation Solutions Limited
 22 King Street South, Suite 300, Waterloo ON N2J 1N8
 p: 905.381.2229 x103 or 519.896.3163 x103
 c: 519.500.9178
 e: selkins@ptsl.com
 w: www.ptsl.com

From: Luis Correia [<mailto:luis@stantonrenaissance.com>]
Sent: September-12-16 11:48 AM
To: Stew Elkins <selkins@ptsl.com>
Subject: FW: Connolly - Parking Supply and Car Share Service
Importance: High

Stew,

I need you to call me today to discuss Connolly.

Luis Correia
Director of Development and Planning

STANTON RENAISSANCE
 T 416.201.8400 x459 | F 416.201.9073 | luis@stantonrenaissance.com
 93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 | www.stantonrenaissance.com

From: Luis Correia [<mailto:luis@stantonrenaissance.com>]
Sent: Friday, September 09, 2016 3:01 PM
To: 'Stew Elkins' <selkins@ptsl.com>
Subject: Connolly - Parking Supply and Car Share Service
Importance: High

Stew,

Please call me today to discuss The Connolly. Call me at M.905.599.8305

Luis Correia
Director of Development and Planning

STANTON RENAISSANCE
 T 416.201.8400 x459 | F 416.201.9073 | luis@stantonrenaissance.com
 93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 | www.stantonrenaissance.com

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Christine Bowness

From: Luis Correia <luis@stantonrenaissance.com>
Sent: October 21, 2016 9:16 AM
To: Stew Elkins
Cc: Adam Makarewicz
Subject: FW: 98 James St.S. - Minor Variance & Committee Meeting Date

Hi Stew,

I would like you to attend the Committee meeting with us on November 3rd in order to speak to the parking variance if questions are posed.

Thanks.

Luis Correia
 Director of Development and Planning

STANTON RENAISSANCE
 T 416.201.8400 X 459 | F 416.201.9073 | luis@stantonrenaissance.com
 93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 www.stantonrenaissance.com

From: Brenda Khes [mailto:bkhes@gspgroup.ca]
Sent: Monday, October 17, 2016 1:24 PM
To: Luis Correia <luis@stantonrenaissance.com>
Cc: Sarah Knoll <sknoll@gspgroup.ca>; Stewart Elkins <selkins@ptsl.com>; amakarewicz@ptsl.com
Subject: 98 James St.S. - Minor Variance & Committee Meeting Date

Luis

We were just advised that the application has been scheduled for consideration by the Committee of Adjustment on November 3rd, 2016 at 1:25 pm.

We should be receiving the notice by the end of the week which will need to be posted on the site. By cc of this email I am requesting that someone from PTSL be in attendance to defend the parking variance request.

Unfortunately I will be unable to attend the meeting because I am speaking at a legal seminar that day. Instead, Sarah Knoll, our Senior Planner, will appear before the committee on my behalf. Sarah has extensive experience with the City and is familiar with the file.

We should receive the City's internal circulation comments the first week of November. We will forward the comments to you upon receipt. I would suggest discussing the comments on Wednesday to ensure we are in agreement with our approach and response to the comments.

Brenda

Brenda Khes, MCIP RPP
 Associate – Senior Planner

GSP Group Inc.

Planning | Urban Design | Landscape Architecture
 162 Locke Street South, Suite 200
 Hamilton, ON L8P 4A9
 905 572 7477



From: Brenda Khes

Sent: Monday, October 17, 2016 12:01 PM

To: 'Luis Correia' <luis@stantonrenaissance.com>

Subject: RE: 98 James St.S. - Minor Variance & Committee Meeting Date

Hello Luis

Haven't heard anything yet but have calls in.

I will let you know when I hear back.

Brenda

Brenda Khes, MCIP RPP

Associate – Senior Planner

GSP Group Inc.

Planning | Urban Design | Landscape Architecture
 162 Locke Street South, Suite 200
 Hamilton, ON L8P 4A9
 905 572 7477



From: Luis Correia [<mailto:luis@stantonrenaissance.com>]

Sent: Monday, October 17, 2016 10:55 AM

To: Brenda Khes <bkhes@gspgroup.ca>

Subject: 98 James St.S. - Minor Variance & Committee Meeting Date

Hi Brenda,

Have you received confirmation of a Committee hearing date? Have you received any comments from Departments?

Thanks.

Luis Correia

Director of Development and Planning

STANTON RENAISSANCE

T 416.201.8400 X 459 | F 416.201.9073 | luis@stantonrenaissance.com

93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 www.stantonrenaissance.com

This email has been scanned by the Symantec Email Security.cloud service.
 For more information please visit <http://www.symanteccloud.com>

Christine Bowness

From: Luis Correia <luis@stantonrenaissance.com>
Sent: November 16, 2016 2:09 PM
To: Stew Elkins
Cc: Brenda Khes
Subject: Connolly - Attendance at COA Meeting

Importance: High

Stew,

We need you to attend tomorrow's COA meeting at City of Hamilton at 2:30 pm. to discuss the parking rationale.

Please confirm attendance.

Luis Correia
Director of Development and Planning

STANTON RENAISSANCE
T 416.201.8400 X 459 | F 416.201.9073 | luis@stantonrenaissance.com
93 Skyway Ave., Unit 210, Toronto, Ontario, M9W 6N6 www.stantonrenaissance.com



22 King Street South, Suite 300
 Waterloo ON N2J 1N8
 Ph: 519-896-3163
 Fax: 1-855-764-7349

Invoice No. **12052**

Date 2016-10-07

Client

Stanton Renaissance
 2203284 Ontario Inc.
 Attn: Accounts Payable
 93 Skyway Avenue, Unit 210
 Toronto ON M9W 6N6

Email:

Terms Due on receipt

Project # 162080S-...
The Connolly
98 James St. S, Hamilton
Parking Study Addendum Letter
PO #755

INVOICE

Hours	Description	Amount	Total
	Completion of Study	3,500.00	3,500.00
	HST on Fees & Expenses	13.00%	455.00
** WE NOW ACCEPT CREDIT CARD PAYMENTS ** Payment due on receipt of invoice. Interest charged at a rate of 1-1/2% per month (18% per year) from date invoice due		Fee & Expense Total	\$3,500.00
		HST No. 872235775	\$455.00
		Payments/Credits	\$0.00
		Balance Due	\$3,955.00



22 King Street South, Suite 300
 Waterloo ON N2J 1N8
 Ph: 519-896-3163
 Fax: 1-855-764-7349

Invoice No. 12256

Date 2016-12-02

INVOICE

Client

Stanton Renaissance
 2203284 Ontario Inc.
 Attn: Accounts Payable
 93 Skyway Avenue, Unit 210
 Toronto ON M9W 6N6

Email:

Terms Due on receipt

Project # 162080S-...
 The Connolly
 98 James St. S, Hamilton
 Parking Study Addendum Letter
 PO #755

Hours	Description	Amount	Total
5	Report Writing - Adam Makarewicz	90.00	450.00
2	Data Coll: Office - Stewart Elkins	160.00	320.00
	Subtotal		770.00
	HST on Fees & Expenses	13.00%	100.10
** WE NOW ACCEPT CREDIT CARD PAYMENTS ** Payment due on receipt of invoice. Interest charged at a rate of 1-1/2% per month (18% per year) from date invoice due			
Fee & Expense Total			\$770.00
HST No. 872235775			\$100.10
Payments/Credits			\$0.00
Balance Due			\$870.10

Appendix “Y”

June 12, 2019

TO: Pelican Woodcliff
100 York Blvd, Suite 608
Richmond Hill ON, L4B 1J8

RE: Notice to Potential Unsecured Creditor

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "**Court**") appointed msi Spergel Inc. as receiver (the "**Receiver**") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("**220**"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "*The Connolly*".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "**Claims Bar Date**"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT:

Pelican Woodcliff Inc.

FULL MAILING ADDRESS OF CLAIMANT:

100 York Blvd, Suite 608
Richmond Hill, ON L4B 1J8

TELEPHONE NO. OF CLAIMANT: 905-889-9996

FACSIMILE NO. OF THE CLAIMANT: 905-889-9950

EMAIL ADDRESS OF CLAIMANT: jim@pelicanwoodcliff.com

ATTENTION (CONTACT PERSON): James Ryan

2. AMOUNT AND TYPE OF CLAIM \$11,300, Invoice for Estimate work

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
Canadian Dollars	\$ 11,300
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION

I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT: 
SIGNATURE

WITNESS: 
SIGNATURE

PRINT NAME: Sim RYAN

PRINT NAME: Mary Fyfe

TITLE: PRINCIPAL at PERIAN Woodcliff

DATED AT: Richmond Hill THIS 14th DAY OF JUNE, 2019

**PelicanWoodcliff**

ENVISION. EVALUATE. EXCEL.

INVOICE NO. 190664

June 30, 2016

Luigi Santaguida
2203284 Ontario Inc.
c/o Stanton Renaissance Limited
210-93 Skyway Avenue
Toronto, ON M9W 6N9

Re: James Street South, 98, Hamilton, The Connolly Condominium

Our fee as per our proposal, dated May 17, 2016.

	Construction Cost Estimate	\$10,000.00
Subtotal		<u>\$10,000.00</u>
HST		\$1,300.00
TOTAL THIS INVOICE		<u>\$11,300.00</u>

GST No. 868471244

Terms: Net 30 Days Interest of 1.5% per month will be calculated on invoices outstanding over 30 days from receipt of invoice.

COPY OF E-MAIL ISSUING ESTIMATE
TO Luis Correia representing
Stanton Renaissance / 2203284 Ontario Inc.

417

Jim Ryan

From: Shafa Khan
Sent: Friday, June 17, 2016 7:06 PM
To: 'Luis Correia'
Cc: Jim Ryan; Gerard Power
Subject: The Connolly
Attachments: Estimate - June 17, 2016.pdf

Hi Luis,

Attached please find our Draft estimate on the above for your review and comments.

We got to confirm few pricing on Monday next week and will inform you if there are any changes.

Please give us a call if you have any questions.

Best regards,

Shafa Khan, PQS, AACE
Senior Quantity Surveyor



PelicanWoodcliff

CONSTRUCTION CONSULTANTS

PELICAN WOODCLIFF INC.

100 York Blvd., Suite 608
Richmond Hill, ON, L4B 1J8

Tel: 905-889-9996 Ext 303

Fax: 905-889-9950

Please visit www.pelicanwoodcliff.com

ENVISION. EVALUATE. EXCEL.



Preliminary Design Estimate

**The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario**

June 17, 2016

Prepared For:

Stanton Renaissance Limited
210-93 Skyway Avenue

Toronto, Ontario
M9W 6N6

Tel: 416-201-8400
Fax:

Prepared By:

Pelican Woodcliff Inc.,
100 York Blvd.,
Suite 608
Richmond Hill, Ontario
L4B 1J8

Tel: 905-889-9996
Fax: 905-889-9950

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

June 17, 2016
Preliminary Design Estimate

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5. Sub-divisional Summary.....	Page 8
6. Estimate Details	Page 12

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

June 17, 2016
Preliminary Design Estimate

1. MAIN SUMMARY

Total Construction Cost

Total Estimate		\$	45,775,040
Design & Pricing Contingency	6%	\$	2,746,502
Construction Management Fee	3%	\$	1,455,646
		\$	49,977,188
Construction Contingency / Change Orders	Excluded	\$	-
HST	Excluded	\$	-
		\$	49,977,188

Unit Costs

Total GFA	24,232 m2	@	\$	2,062	Per m2
	260,831 sf	@	\$	192	Per sf
GFA Above Grade	20,441 m2	@	\$	2,445	Per m2
	220,025 sf	@	\$	227	Per sf
Cost Per Suite	269 Suites	@	\$	185,789	Per Suite

Note: The figures stated above should be read in the context of the attached list of exclusions, assumptions and estimate notes.

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

June 17, 2016
Preliminary Design Estimate

2. GROSS FLOOR AREA CALCULATIONS ETC.

GROSS FLOOR AREA (GFA) CALCULATIONS

	<u>Total GFA</u>	<u>Below Grade GFA</u>	<u>Above Grade GFA</u>
	<u>m2</u>	<u>m2</u>	<u>m2</u>
Parking P4	920	920	
Parking P3	920	920	
Parking P2	920	920	
Parking P1	1,031	1,031	
L1	415		415
L1 - Resturant	329		329
L1 - Café - Existing building	168		168
L2	356		356
L2 - Resturant	313		313
L2- Café - Existing building	168		168
L3	685		685
L4	672		672
L5	672		672
L6	672		672
L7	672		672
L8	672		672
L9	672		672
L10	672		672
L11	672		672
L12	672		672
L13	672		672
L14	672		672
L15	672		672
L16	672		672
L17	672		672
L18	672		672
L19	672		672
L20	672		672
L21	672		672
L22	672		672

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2. GROSS FLOOR AREA CALCULATIONS ETC.

L23	672	672
L24	672	672
L25	672	672
L26	672	672
L27	672	672
L28	610	610
L29	521	521
L30	443	443
Mechanica P/H	305	305

Total Gross Floor Area	24,232	3,791	20,441
	sf	40,806	220,027
		16%	84%

SITE DEVELOPMENT AREA

	Total	
	m2	
Total Site Area	1,435	
Deduct G/F Area	-912	
Site Development Area	523	m2

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2. GROSS FLOOR AREA CALCULATIONS ETC.

SUITE COUNT

	<u>Total Suites</u>	<u>Suite</u>	<u>Townhouse</u>
Parking P4			
Parking P3			
Parking P2			
Parking P1			
L1			
L1 - Resturant			
L1 - Café - Existing building			
L2	3	3	
L2 - Resturant			
L2- Café - Existing building			
L3	7	7	
L4	10	10	
L5	10	10	
L6	10	10	
L7	10	10	
L8	10	10	
L9	10	10	
L10	10	10	
L11	10	10	
L12	10	10	
L13	10	10	
L14	10	10	
L15	10	10	
L16	10	10	

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2. GROSS FLOOR AREA CALCULATIONS ETC.

L17	10	10
L18	10	10
L19	10	10
L20	10	10
L21	10	10
L22	10	10
L23	10	10
L24	10	10
L25	10	10
L26	10	10
L27	10	10
L28	4	4
L29	3	3
L30	2	2
Mechanica P/H		
Extra units at L28 - L30	10	10

Total	269	269
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3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

Main Exclusions

The enclosed estimate does not account for the following items. If required, the owner should budget for these costs separately.

- 1 HST
- 2 Construction contingency
- 3 Escalation beyond the date of this report
- 4 Furniture, Fittings & Equipment (Unless specifically identified within our estimate)
- 5 Window coverings
- 6 Window washing equipment
- 7 IT, Communications - Equipment
- 8 IT, Communications - Cabling
- 9 Artwork
- 10 Removal of contaminants (asbestos, pcb's, contaminated soil, etc.)
- 11 Work outside normal working hours
- 12 Staging or phasing of the work
- 13 Fast-tracking of the work
- 14 Building permits, and fees etc.
- 15 Professional fees (Architects, Engineers, Project Managers, etc)
- 16 Legal, Accounting and Real Estate fees/commissions
- 17 Land acquisition costs
- 18 Development charges
- 19 Education levies
- 20 Soft costs (financing, insurances, bonds, etc)
- 21 Excavation in shale or rock
- 22 Exercise and game room equipment
- 23 Inspection and testing of the work
- 24 Hydro connection charges and fee
- 25 Restaurant finishing and fit-ups
- 26 Any foundation to new 2/F addition to existing church area
- 27 Demolition of church
- 28 Temporary supports to retained portion of church
- 29 Façade restoration work to retained portion of church
- 30 Terrace, restaurant and event space furniture
- 31 Commercial kitchen and servery equipment
- 32 Café/bar equipment

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3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

Main Assumptions

- 1 Work will be competitively bid using a construction management form of contract.
- 2 Bids will be received from a minimum of three sub-contractors for each trade.
- 3 All work will be carried out during normal working hours.
- 4 Normal foundations conditions assumed
- 5 No additional foundation required for new 2/F addition to existing church

Estimate Notes

This estimate has been predicated upon the following criteria:

- 1 Prices are based upon tender levels current at the date of this report.
- 2 HST is excluded
- 3 All rates are based on combination of Residential Union and Non-Union Labour.
- 4 Lack of competitive bidding will impact the cost estimate herein.

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3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

List of Information

The following information was used in the preparation of this estimate:

1. Architectural Drawings prepared by McCallum Sather Architects Inc. Dated Aug 15, 2014

AA100	Site Survey
AA001	Site Plan
AD001	Parking Plans
AD100	Floor Plans
AD200	Floor Plans
AD300	Floor Plans
AK001	Building Elevations
AK002	Building Elevations

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4. DIVISIONAL SUMMARY

DIVISION 1 - GENERAL REQUIREMENTS	\$	2,994,629	\$	146.50	6.5%		
DIVISION 2 - SITE WORK	\$	3,410,091	\$	166.83	7.4%		
DIVISION 3 - CONCRETE	\$	10,190,729	\$	498.54	22.3%		
DIVISION 4 - MASONRY	\$	611,400	\$	29.91	1.3%		
DIVISION 5 - METALS	\$	314,000	\$	15.36	0.7%		
DIVISION 6 - WOODS AND PLASTICS	\$	1,839,075	\$	89.97	4.0%		
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$	861,805	\$	42.16	1.9%		
DIVISION 8 - DOORS AND WINDOWS	\$	5,469,840	\$	267.59	11.9%		
DIVISION 9 - FINISHES	\$	4,847,171	\$	237.13	10.6%		
DIVISION 10 - SPECIALTIES	\$	208,400	\$	10.20	0.5%		
DIVISION 11 - EQUIPMENT	\$	3,180,900	\$	155.61	6.9%		
DIVISION 12 - FURNISHINGS	\$	5,000	\$	0.24	0.0%		
DIVISION 13 - SPECIAL CONSTRUCTION	\$	21,000	\$	1.03	0.0%		
DIVISION 14 - CONVEYING SYSTEMS	\$	1,050,000	\$	51.37	2.3%		
DIVISION 15- MECHANICAL	\$	28,041 per unit	\$	7,543,000	\$	369.01	16.5%
DIVISION 16 - ELECTRICAL	\$	12,000 per unit	\$	3,228,000	\$	157.92	7.1%
TOTAL (EXCLUDING ALLOWANCES)			\$	45,775,040	\$	2,239.37	100.0%

ALLOWANCES

Design & Pricing Contingency	See Main Summary	\$	-	\$	-
Escalation	Excluded	\$	-	\$	-
TOTAL - ANTICIPATED CONTRACT VALUE		\$	45,775,040	\$	2,239.37
POSTCONTRACT ALLOWANCES					
Construction Allowance	See Main Summary	\$	-	\$	-
TOTAL - ESTIMATED CONSTRUCTION VALUE		\$	45,775,040	\$	2,239.37
Taxes					
- HST	Excluded	\$	-	\$	-

ESTIMATE TOTAL	\$	45,775,040	\$	2,239 /m2
			\$	208 /sf
		269 Suites at	\$	170,167 / Suite
		Above Grade GFA	20,441	m2

The Connolly - Residential Development
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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		2,994,629	\$ 146.50	6.5%
1.01 General Requirements	7.0% 2,994,629	\$ 146.50		6.5%
1.02 Fee - See Main Summary	0.0% 0	\$ -		0.0%
<u>DIVISION 2 - SITE WORK</u>		3,410,091	\$ 166.83	7.4%
2.01 Demolition	27,570	\$ 1.35		0.1%
2.02 Site Preparation	15,136	\$ 0.74		0.0%
2.03 Dewatering	250,000	\$ 12.23		0.5%
2.04 Shoring and Underpinning	1,940,400	\$ 94.93		4.2%
2.05 Piles and Caissons	0	\$ -		0.0%
2.06 Earthwork	895,340	\$ 43.80		2.0%
2.07 Specialties (Tunneling, Marine Work, Etc.)	0	\$ -		0.0%
2.08 General Site Improvements	0	\$ -		0.0%
2.09 Hard Landscaping	150,895	\$ 7.38		0.3%
2.10 Soft Landscaping	15,750	\$ 0.77		0.0%
2.11 Mechanical Site Services	65,000	\$ 3.18		0.1%
2.12 Electrical Site Services	50,000	\$ 2.45		0.1%
2.13 Not Used	0	\$ -		0.0%
<u>DIVISION 3 - CONCRETE</u>		10,190,729	\$ 498.54	22.3%
3.01 Cast in Place Concrete - Supply Only	1,444,434	\$ 70.66		3.2%
3.02 Formwork (Incl Place and Finish Concrete)	6,650,418	\$ 325.35		14.5%
3.03 Concrete Sundries	45,283	\$ 2.22		0.1%
3.04 Concrete Toppings	0	\$ -		0.0%
3.05 Reinforcement - Supply Only	1,197,894	\$ 58.60		2.6%
3.06 Reinforcement - Place Only	616,400	\$ 30.16		1.3%
3.07 Post Tensioning	0	\$ -		0.0%
3.08 Precast Concrete - Stairs	164,700	\$ 8.06		0.4%
3.09 Precast Concrete - Structure	0	\$ -		0.0%
3.10 Precast Concrete - Wall Panels	71,600	\$ 3.50		0.2%
3.11 Precast Concrete - Architectural	0	\$ -		0.0%
3.12 Concrete Specialties (Restoration Etc.)	0	\$ -		0.0%
3.13 Not Used	0	\$ -		0.0%
<u>DIVISION 4 - MASONRY</u>		611,400	\$ 29.91	1.3%
4.01 Masonry (Interior Walls)	205,500	\$ 10.05		0.4%
4.02 Masonry (Exterior Walls)	0	\$ -		0.0%
4.03 Stone Granite and Marble	375,900	\$ 18.39		0.8%
4.04 Restoration and Repairs	30,000	\$ 1.47		0.1%
4.05 Not Used	0	\$ -		0.0%

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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 5 - METALS</u>		314,000	\$	15.36	0.7%
5.01 Structural Steel	68,900	\$	3.37	0.2%	
5.02 Metal Deck	12,600	\$	0.62	0.0%	
5.03 Metal Joists	0	\$	-	0.0%	
5.04 Stairs, Handrails and Ladders	109,300	\$	5.35	0.2%	
5.05 Miscellaneous Metals	123,200	\$	6.03	0.3%	
5.06 Architectural Metals / Stainless Steel	0	\$	-	0.0%	
5.07 Expansion Control	0	\$	-	0.0%	
5.08 Balcony Railing	0	\$	-	0.0%	
<u>DIVISION 6 - WOODS AND PLASTICS</u>		1,839,075	\$	89.97	4.0%
6.01 Rough Carpentry	50,000	\$	2.45	0.1%	
6.02 Finish Carpentry	366,075	\$	17.91	0.8%	
6.03 Millwork	1,309,400	\$	64.06	2.9%	
6.04 Heavy Timber Construction	0	\$	-	0.0%	
6.05 Amenity & Common Area Millwork	113,600	\$	5.56	0.2%	
<u>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</u>		861,805	\$	42.16	1.9%
7.01 Dampproofing / Waterproofing	166,585	\$	8.15	0.4%	
7.02 Insulation	117,320	\$	5.74	0.3%	
7.03 Membrane Roofing	210,100	\$	10.28	0.5%	
7.04 Balcony Coating	0	\$	-	0.0%	
7.05 Metal Roofing	0	\$	-	0.0%	
7.06 Metal Siding	0	\$	-	0.0%	
7.07 Siding	0	\$	-	0.0%	
7.08 EIFS	0	\$	-	0.0%	
7.09 Roof Pavers	0	\$	-	0.0%	
7.10 Traffic Topping	117,800	\$	5.76	0.3%	
7.11 Skylights	0	\$	-	0.0%	
7.12 Fireproofing	0	\$	-	0.0%	
7.13 Firestopping, Sealants and Caulking	250,000	\$	12.23	0.5%	
7.14 Not Used	0	\$	-	0.0%	
<u>DIVISION 8 - DOORS AND WINDOWS</u>		5,469,840	\$	267.59	11.9%
8.01 Hollow Metal Doors	64,670	\$	3.16	0.1%	
8.02 Wood Doors	452,270	\$	22.13	1.0%	
8.03 Aluminum Doors	0	\$	-	0.0%	
8.04 Special Doors	9,000	\$	0.44	0.0%	
8.05 Finish Hardware	385,850	\$	18.88	0.8%	
8.06 Shutters and Grilles	0	\$	-	0.0%	
8.07 Glazed Screens and Partitions	174,800	\$	8.55	0.4%	
8.08 Residential Window Wall System	3,770,500	\$	184.46	8.2%	
8.09 Store Fronts	0	\$	-	0.0%	
8.10 Curtainwall	0	\$	-	0.0%	
8.11 Miscellaneous Glass and Glazing	612,750	\$	29.98	1.3%	
8.12 Metal Louvres	0	\$	-	0.0%	

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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 9 - FINISHES</u>		4,847,171	\$	237.13	10.6%
9.01 Drywall	2,659,947	\$ 130.13		5.8%	
9.02 Acoustic	0	\$ -		0.0%	
9.03 Tile	645,100	\$ 31.56		1.4%	
9.04 Stone Granite and Marble	0	\$ -		0.0%	
9.05 Wood	863,250	\$ 42.23		1.9%	
9.06 Resilient Flooring	0	\$ -		0.0%	
9.07 Carpet	61,290	\$ 3.00		0.1%	
9.08 Cast / Poured or Trowelled Finishes	0	\$ -		0.0%	
9.09 Painting and Coverings	617,584	\$ 30.21		1.3%	
9.10 Rubber Flooring	0	\$ -		0.0%	
<u>DIVISION 10 - SPECIALTIES</u>		208,400	\$	10.20	0.5%
10.01 Washroom Accessories	68,075	\$ 3.33		0.1%	
10.02 Compartments and Cubicles	0	\$ -		0.0%	
10.03 Louvres and Vents	0	\$ -		0.0%	
10.04 Signage	25,000	\$ 1.22		0.1%	
10.05 Access Flooring	0	\$ -		0.0%	
10.06 Lockers and Storage Units	95,150	\$ 4.65		0.2%	
10.07 Wall and Corner Guards	0	\$ -		0.0%	
10.08 Fireplaces and Stoves	0	\$ -		0.0%	
10.09 Postal Specialties	20,175	\$ 0.99		0.0%	
10.10 Miscellaneous Specialties	0	\$ -		0.0%	
10.11 Not Used	0	\$ -		0.0%	
<u>DIVISION 11 - EQUIPMENT</u>		3,180,900	\$	155.61	6.9%
11.01 Window Washing Equipment	75,000	\$ 3.67		0.2%	
11.02 Parking Control Equipment/ Parking Stacker	1,520,000	\$ 74.36		3.3%	
11.03 Waste Equipment	50,000	\$ 2.45		0.1%	
11.04 Loading Dock Equipment	0	\$ -		0.0%	
11.05 Appliances	1,535,900	\$ 75.14		3.4%	
11.06 Gym Equipment	0	\$ -		0.0%	
<u>DIVISION 12 - FURNISHINGS</u>		5,000	\$	0.24	0.0%
12.01 Window Treatments	0	\$ -		0.0%	
12.02 Rugs & Mats	5,000	\$ 0.24		0.0%	
12.03 Interior Plants & Planters	0	\$ -		0.0%	
12.04 Lobby and Amenity Features.	0	\$ -		0.0%	
12.05 Lobby and Amenity Furnishing	0	\$ -		0.0%	
<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>		21,000	\$	1.03	0.0%
13.01 Isolated Floating Floor Slab	21,000	\$ 1.03		0.0%	
13.02 Pool	0	\$ -		0.0%	
<u>DIVISION 14 - CONVEYING SYSTEMS</u>		1,050,000	\$	51.37	2.3%
14.01 Elevators	1,050,000	\$ 51.37		2.3%	
14.02 Escalators & Moving Walks	0	\$ -		0.0%	
14.03 Unused	0	\$ -		0.0%	

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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 15- MECHANICAL</u>		7,543,000		\$ 369.01	16.5%
15.01 Plumbing & Drainage	3,497,000		\$ 171.08		7.6%
15.02 Fire Protection	630,000		\$ 30.82		1.4%
15.03 H.V.A.C.	3,416,000		\$ 167.12		7.5%
15.04 Controls	0		\$ -		0.0%
<u>DIVISION 16 - ELECTRICAL</u>		3,228,000		\$ 157.92	7.1%
16.01 Service & Distribution	1,076,000		\$ 52.64		2.4%
16.02 Lighting & Power	1,345,000		\$ 65.80		2.9%
16.03 Systems & Ancillaries	807,000		\$ 39.48		1.8%
TOTAL (EXCLUDING ALLOWANCES)		\$ 45,775,040		\$ 2,239.37	100.0%
ALLOWANCES					
Design & Pricing Contingency	See Main Summary	\$ -		\$ -	
Escalation	Excluded	\$ -		\$ -	
TOTAL - ANTICIPATED CONTRACT VALUE		\$ 45,775,040		\$ 2,239.37	
POSTCONTRACT ALLOWANCES					
Construction Allowance	See Main Summary	\$ -		\$ -	
TOTAL - ESTIMATED CONSTRUCTION VALUE		\$ 45,775,040		\$ 2,239.37	
Taxes					
- HST	Excluded	\$ -		\$ -	
ESTIMATE TOTAL		\$ 45,775,040		\$ 2,239 /m2	
				\$ 208 /sf	
			269 Suites at	\$ 170,167 / Suite	
			Above Grade GFA	20,441 m2	

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
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DIVISION 1 - GENERAL REQUIREMENTS

1.01 General Requirements

Allowance for General Conditions including but not limited to:

Superintendent, temporary heat and power, winter conditions, scaffolding, hoisting, garbage disposal, clean up, small tools, printing, faxes, courier, etc., storage, traffic control, hoarding etc.

Item	7%	2,994,629
TO SUMMARY		<u>2,994,629</u>

1.02 Fee - See Main Summary

Fee - (Construction Management)	Item	0.00	0
TO SUMMARY			<u>0</u>

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 2 - SITE WORK</u>				
<u>2.01 Demolition</u>				
Demolition of existing buildings -				Excluded
Allow for demolition/ modification of existing building walls to connect new building floor (Approx. 150m2 walls)	Item	1	15,000.00	15,000
Allowance for preparation of existing church wall interior surfaces to receive new finishes	sm	419	30.00	12,570
TO SUMMARY				27,570
<u>2.02 Site Preparation</u>				
Allow for removal of all existing soft and hard surfaces, etc.	sm	1,267	8.00	10,136
Allowance for temporary erosion and sediment controls during construction	item	1	5,000.00	5,000
TO SUMMARY				15,136
<u>2.03 Dewatering</u>				
Allow for normal dewatering system	Item	1	250,000.00	250,000
TO SUMMARY				250,000
<u>2.04 Shoring and Underpinning</u>				
Caisson wall shoring to basement excavation, assumed 50% of total shoring	sm	1,362	800.00	1,089,600
basement excavation, assumed 50% of total shoring	sm	1,362	600.00	817,200
Allow for work to existing basement walls	sm	112	300.00	33,600
Under pinning/ temporary support to existing building				Assumed not required
TO SUMMARY				1,940,400

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.05 Piles and Caissons</u>				
Not Required				0
TO SUMMARY				<u>0</u>
<u>2.06 Earthwork</u>				
Excavate for underground parking and storage tank; truck-away excavated material	cm	19,805	40.00	792,200
Allowance for rock excavation - existing condition unknown				Excluded
Adjust existing basement	cm		Existing condition unknown	
Excavate for strip footing, column footing and truck-away	cm	397	45.00	17,865
Imported granular "B" backfill around strip footings and column footings	cm	142	45.00	6,390
Imported granular "B" backfill around storage tank and stacker pit	cm	215	45.00	9,675
200mm thick layer of crushed stone below slab-on-grade/ pit base	cm	209	65.00	13,585
Weeping tile	m	225	25.00	5,625
Weeping tile - below slab on grade				Assumed not required
Allowance for removal of shoring excavated material	Item	1	50,000.00	50,000
TO SUMMARY				<u>895,340</u>
<u>2.07 Specialties (Tunneling, Marine Work, Etc.)</u>				
Not Required				0
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.09 Hard Landscaping</u>				
Concrete paving	sm	184	75.00	13,800
Slate tiles to main entrances	sm	48	150.00	7,200
Patio stone paving	sm	184	120.00	22,080
Permeable paving stone	sm	107	120.00	12,840
Bike racks	no	24	100.00	2,400
Decorative aluminum fence	m	60	300.00	18,000
Allowance for signage, route, parking etc.	Item	1	3,500.00	3,500
Allow for modify/reinstate existing concrete curb	m	81	50.00	4,050
Allowance for excavation to reduce levels for paving and truck away	cm	183	25.00	4,575
Knee wall, 3m high with stone cladding	sm	42	750.00	31,500
600mm high raised planter walls	m	22	250.00	5,500
Planter box, 900 x 500mm (assumed prefabricated precast 475mm high)	no	16	450.00	7,200
Bench, 1.0 x 3.75m long	no	1	2,000.00	2,000
Dining tables	set			By Others
Single table and chairs	set			By Others
Free standing light feature	no	4	1,500.00	6,000
Light bollards	no	7	750.00	5,250
Allow for reinstate existing paving south and west side of building etc.	Item	1	5,000.00	5,000
TO SUMMARY				150,895

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.10 Soft Landscaping</u>				
Allow for soft landscaping	Item	1	15,000.00	15,000
Soil to planter beds	sm	30	25.00	750
TO SUMMARY				<u>15,750</u>
<u>2.11 Mechanical Site Services</u>				
Mechanical site services	Item	1	65,000.00	65,000
TO SUMMARY				<u>65,000</u>
<u>2.12 Electrical Site Services</u>				
Electrical site services	Item	1	50,000.00	50,000
TO SUMMARY				<u>50,000</u>
<u>2.13 Not Used</u>				
				0
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 3 - CONCRETE</u>				
<u>3.01 Cast in Place Concrete - Supply Only</u>				
30Mpa Class F-1 concrete for exterior strip footing and foundation wall	cm	174	137.00	23,838
30Mpa Class F-1 concrete for interior strip footing and foundation wall	cm	29	137.00	3,973
30 Mpa concrete for column footing and piers	cm	74	137.00	10,138
35 Mpa Class C1 concrete for 300mm thick exterior perimeter basement wall	cm	748	154.00	115,192
35 Mpa concrete for interior shear walls, below grade	cm	322	145.00	46,690
35 Mpa concrete for columns below grade	cm	125	143.00	17,875
25 Mpa Class C4 concrete for 125mm thick slab-on-grade	cm	101	130.00	13,130
35 Mpa Class C1 concrete 250/500mm thick suspended parking floor slabs	cm	866	154.00	133,364
35 Mpa Class C1 concrete for ground floor suspended slab	cm	335	154.00	51,590
35 Mpa Class C1 concrete 300mm thick garage roof slab	cm	86	154.00	13,244
30 Mpa concrete for 250mm thick shear walls above grade	cm	1,886	131.00	247,066
35 Mpa concrete for columns above grade	cm	166	143.00	23,738
30 Mpa concrete for 220mm thick suspended floor slabs, above grade	cm	4,259	131.00	557,929
30 Mpa air entrained concrete for 225mm thick balcony slabs	cm	206	137.00	28,222

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
30 Mpa concrete for 250mm thick terrace/roof	cm	244	131.00	31,964
30 Mpa concrete for 200mm thick terrace and roof parapets	cm	40	131.00	5,240
35 Mpa Class C1 concrete for storage tank pit base wall and roof	cm	24	154.00	3,696
35 Mpa Class C1 concrete for parking stacker pit base and wall	cm	161	145.00	23,345
Total Concrete Volume	cm	9,846		
Prepare/ leveling screed to existing ground floor slab (assumed existing slab to remain, no major modification required)	sm	168	25.00	4,200
Allow for transfer beams, column capitals and drop panels, etc.	Item	1	60,000.00	60,000
Allow for concrete curbs, up stands, housekeeping pads, trenches, slab thickening, steps, ramps, etc.	Item	1	30,000.00	30,000
TO SUMMARY				1,444,434

3.02 Formwork (Incl Place and Finish Concrete)

Formwork to sides of exterior strip footing and foundation wall	sm	322		0
Formwork to sides of interior strip footings and foundation walls	sm	63		0
Formwork to all sides of column footings and	sm	564		0
Formwork to both sides of basement wall	sm	4,988		0
Formwork to both sides of interior shear walls, below grade	sm	2,148		0
Formwork to all sides of interior columns, below grade	sm	105		0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
Formwork to soffit of suspended parking slabs	sm	2,760		0
Formwork to soffit of ground floor slab	sm	744		0
Formwork to soffit of garage roof slab	sm	287		0
Formwork to both sides of shear walls, above	sm	15,086		0
Formwork to all sides of interior columns, above grade	sm	762		0
Formwork to soffit of suspended floor slabs, above grade	sm	19,361		0
Formwork to edges of suspended floor slabs	sm	737		0
Formwork to soffit of balcony slabs	sm	915		0
Formwork to soffit of terrace/ roof slabs	sm	974		0
Formwork to both sides of terrace and roof	sm	398		0
Formwork to storage tank	sm	128		0
Formwork to parking stacker pits at P4 level	sm	372		0
Total formwork area		50,714	118.00	5,984,252
Rough screed, cure, and steel trowel finish to suspended concrete slab surfaces	sm		0.00	Included
Rough screed, cure, and steel trowel finish to slab-on-grade/ pit base slab	sm	1,031	18.00	18,558
Labour placing concrete	cm	9,846	48.00	472,608
Allow for formwork to transfer beams, curbs, up stands, housekeeping pads, stairs, ramps, etc. (including rebar)	Item	1	75,000.00	75,000
Allow for tie new building to existing building	Item	1	100,000.00	100,000
TO SUMMARY				6,650,418

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>3.03 Concrete Sundries</u>				
Concrete floor hardener & sealer to stairs, mech/elec rooms etc.	sm	324	5.00	1,620
Concrete floor hardener & sealer to stairs, mech/elec rooms, storage, lockers, garbage/compactor room, moving room etc.	sm	717	5.00	3,585
Vapour barrier under slab-on-grade	sm	1,031	2.50	2,578
Allow for elevator pit construction, including earthwork, concrete, formwork, rebar, etc.	no	3	5,000.00	15,000
Allow for sump pit construction, including earthwork, concrete, formwork, rebar, etc.	no	2	2,500.00	5,000
Allow for construction, expansion, isolation, and control joints	Item	1	10,000.00	10,000
Allow for misc. concrete sundries, including water bars, water stops, forming keys, etc.	Item	1	7,500.00	7,500
TO SUMMARY				45,283
<u>3.04 Concrete Toppings</u>				
Not Required				0
TO SUMMARY				0
<u>3.05 Reinforcement - Supply Only</u>				
Rebar (Assumed 110kg/m3)	tonne	1,072	1,065.00	1,141,680
Allow extra for epoxy coated rebar	tonne	107	480.00	51,360
Fibre mesh reinforcement to slab-on-grade	sm	809	6.00	4,854
TO SUMMARY				1,197,894

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>3.06 Reinforcement - Place Only</u>				
Placing rebar, including rebar accessories	tonne	1,072	575.00	616,400
TO SUMMARY				616,400
<u>3.07 Post Tensioning</u>				
Not Required				0
TO SUMMARY				0
<u>3.08 Precast Concrete - Stairs</u>				
Precast concrete stairs rising from P4 Level to G/F, total rise = 19.60m	no	2	12,200.00	24,400
Precast concrete stairs rising from G/F Level to Mech P/H (31/F), total rise = 105.80m	no	2	66,100.00	132,200
Precast concrete stairs rising from G/F Level to 2/F Level, total rise = 7.40m	no	1	4,600.00	4,600
Allowance for miscellaneous precast steps	Item	1	3,500.00	3,500
TO SUMMARY				164,700
<u>3.09 Precast Concrete - Structure</u>				
Not Required				0
TO SUMMARY				0
<u>3.10 Precast Concrete - Wall Panels</u>				
Precast concrete wall panels	sm	179	400.00	71,600
TO SUMMARY				71,600

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 4 - MASONRY</u>				
<u>4.01 Masonry (Interior Walls)</u>				
190mm thick interior concrete block partitions - below grade	sm	349	100.00	34,900
190mm thick interior concrete block partitions - above grade	sm	1,556	100.00	155,600
Allow for reinforcing masonry partitions, including lateral support	Item	1	15,000.00	15,000
TO SUMMARY				<u>205,500</u>
<u>4.02 Masonry (Exterior Walls)</u>				
				0
TO SUMMARY				<u>0</u>
<u>4.03 Stone Granite and Marble</u>				
Stone veneer cladding	sm	954	350.00	333,900
Ditto, to parapet	sm	105	400.00	42,000
TO SUMMARY				<u>375,900</u>
<u>4.04 Restoration and Repairs</u>				
Stone cladding to exterior columns (Reclaimed stone from existing building)	sm	100	300.00	30,000
Allow for restoring existing stone cladding; cleaning pointing etc. (retained portion of church building assumed included \$2,500,000 heritage cost included elsewhere)				0
TO SUMMARY				<u>30,000</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 5 - METALS</u>				
<u>5.01 Structural Steel</u>				
Allow for structural steel support to new 2/F in existing church building (50kg/m2) - Existing	tonne	9	4,500.00	40,500
Allow for connect new structural steel members to existing structure	Item	1	20,000.00	20,000
Allow for spray fireproofing to metal floor deck	sm	168	50.00	8,400
TO SUMMARY				68,900
<u>5.02 Metal Deck</u>				
Metal deck and concrete topping to new 2/F in existing church building	sm	168	75.00	12,600
TO SUMMARY				12,600
<u>5.03 Metal Joists</u>				
Not Required				0
TO SUMMARY				0
<u>5.04 Stairs, Handrails and Ladders</u>				
Metal handrails and balustrades to stairs	Item	1	80,000.00	80,000
Elevator pit ladder	no	3	1,500.00	4,500
Misc. steps and ladders	Item	1	5,000.00	5,000
Allow for concrete filled metal pan stairs from ground level to 2/F level, total rise = 7.40m	Item	1	8,000.00	8,000
Guardrail to parking ramp side	m	59	200.00	11,800
TO SUMMARY				109,300

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>5.05 Miscellaneous Metals</u>				
Allow for fresh air intake and exhaust grilles, etc.	Item	1	10,000.00	10,000
Metal gratings	Item	1	5,000.00	5,000
Allowance for corner guard, bumper rails, steel bollards and the like	Item	1	10,000.00	10,000
Allowance for miscellaneous metals, steel lintels, shelf angles and the like	Item	1	75,000.00	75,000
Elevator hoist beams, steel rails and brackets (3 elevators)	Item	1	10,000.00	10,000
Allow for trellis at amenity terrace	sm	22	600.00	13,200
TO SUMMARY				123,200
<u>5.06 Architectural Metals / Stainless Steel</u>				
				0
TO SUMMARY				0
<u>5.07 Expansion Control</u>				
TO SUMMARY				0
<u>5.08 Balcony Railing</u>				
Included in Div. 8.11				Incl in 8.11
TO SUMMARY				0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 6 - WOODS AND PLASTICS</u>				
<u>6.01 Rough Carpentry</u>				
Allow for miscellaneous wood blocking, etc.	Item	1	50,000.00	50,000
TO SUMMARY				50,000
<u>6.02 Finish Carpentry</u>				
Suite closet shelf and rod per suite	no	269	125.00	33,625
Allow for wood baseboards to suites	suite	269	650.00	174,850
Allow for miscellaneous interior wood trim and entry door trims the like	suite	269	400.00	107,600
Allow for miscellaneous finish carpentry to G/F lobby and amenity area	Item	1	50,000.00	50,000
TO SUMMARY				366,075
<u>6.03 Millwork</u>				
Kitchen base cabinet and wall units, including Caesar stone counter top	suite	269	4,000.00	1,076,000
Suite washroom vanity units, including Caesar stone counter top - Allow	no	389	600.00	233,400
TO SUMMARY				1,309,400
<u>6.04 Heavy Timber Construction</u>				
Not Required				0
TO SUMMARY				0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>6.05 Amenity & Common Area Millwork</u>				
Kitchen base cabinets and wall cabinets to amenity, including granite counter top - Allow	no	1	4,500.00	4,500
Amenity area washroom vanity with solid countertop - Allow	no	2	1,300.00	2,600
Concierge desk to entrance lobbies - Allow	no	1	6,500.00	6,500
Allow misc. millwork for Amenity & Common Area	Item	1	100,000.00	100,000
Restaurant area millwork (bar counter/ coffee station/ bench/ table etc.)	Item			By Others
TO SUMMARY				<u>113,600</u>

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7.01 Dampproofing / Waterproofing

Waterproofing and drainage layer to basement wall	sm	2,494	55.00	137,170
Waterproofing and protection board to garage roof slab	sm	287	55.00	15,785
Waterproofing system to storm tank floor, wall and ceiling	sm	66	55.00	3,630
Allowance for miscellaneous waterproofing, damp proofing etc.	Item	1	10,000.00	10,000
TO SUMMARY				<u>166,585</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>7.02 Insulation</u>				
Rigid insulation to u/s of G/F slab	sm	744	30.00	22,320
Prefinished insulated metal soffits to underside of slab overhang	sm	300	300.00	90,000
Allowance for misc. insulated soffits etc.	Item	1	5,000.00	5,000
TO SUMMARY				117,320
<u>7.03 Membrane Roofing</u>				
Membrane roofing to main roof, including prefinished parapet flashing, flashing at abutments, etc. including roof overhang	sm	567	120.00	68,040
Membrane roofing at terraces, including prefinished parapet flashing, flashing at abutments, precast pavers etc.	sm	458	170.00	77,860
Membrane roofing at terraces with green roof/ soft landscaping, including prefinished parapet flashing, flashing at abutments, etc.	sm	60	370.00	22,200
Precast pavers to balconies	sm		Assumed Not Required	
Allowance for drip irrigation system for green roof	Item	1	5,000.00	5,000
Allow for miscellaneous flashing around roof penetrations, openings, abutments, etc.	Item	1	10,000.00	10,000
Allow for restoring/ repair existing roofing (retained existing church building)	sm	180	150.00	27,000
TO SUMMARY				210,100
<u>7.04 Balcony Coating</u>				
Assumed Not Required				0
TO SUMMARY				0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>7.10 Traffic Topping</u>				
Traffic topping to suspended parking floor slabs	sm	2,356	50.00	117,800
TO SUMMARY				117,800

7.13 Firestopping, Sealants and Caulking

Allow for miscellaneous caulking and sealants to interior and exterior	Item	1	150,000.00	150,000
Allow for fire stopping	Item	1	100,000.00	100,000
TO SUMMARY				250,000

DIVISION 8 - DOORS AND WINDOWS

8.01 Hollow Metal Doors

Hollow metal door and frame; installed (single leaf) - below grade	no	8	360.00	2,880
Hollow metal door and frame; installed (double leaf) - below grade	pair	5	690.00	3,450
Hollow metal door and frame; installed (single leaf) - above grade	no	97	360.00	34,920
Hollow metal door and frame; installed (double leaf) - above grade	pair	31	690.00	21,390
Insulated hollow metal door and frame, installed and painted (single leaf)	no	3	410.00	1,230
Insulated hollow metal door and frame, installed and painted (double leaf)	pair	1	800.00	800
TO SUMMARY				64,670

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>8.02 Wood Doors</u>				
Wood solid core suite entry door and hollow metal frame, installed	no	266	350.00	93,100
Wood solid core suite entry door and hollow metal frame, installed (double leaf)	pair	3	670.00	2,010
Wood solid core common area/ amenity space entry door and hollow metal frame, installed	no	7	350.00	2,450
Restaurant interior doors	no	11		Assumed by others
Wood solid core amenity space entry door and hollow metal frame, installed (double leaf)	pair	3	670.00	2,010
Restaurant interior doors	pair	1		Assumed by others
Suite interior doors; including frame, installed - Allow per suite	suite	269	1,300.00	349,700
Allow for amenity area interior doors; including frame, installed	Item	1	3,000.00	3,000
TO SUMMARY				452,270
<u>8.03 Aluminum Doors</u>				
TO SUMMARY				0
<u>8.04 Special Doors</u>				
Automatic overhead door to residential parking entrance, 6,000mm wide x 3000mm high	no	1	9,000.00	9,000
TO SUMMARY				9,000

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
8.05 Finish Hardware				
Supply finish hardware - H.M doors	lvs	182	325.00	59,150
Supply finish hardware - wood suite entry doors	lvs	272	350.00	95,200
Supply finish hardware - wood doors at amenity/ common area	lvs	13	300.00	3,900
Install finish hardware	lvs	467	50.00	23,350
Supply and install finish hardware - suite interior doors - Allow per suite	suite	269	750.00	201,750
Supply and install finish hardware - amenity interior doors - Allow	Item	1	2,500.00	2,500
TO SUMMARY				385,850

8.07 Glazed Screens and Partitions

Glass screens to elevator lobby and vestibules - below grade	sm	37	300.00	11,100
Single-leaf glazed doors, including hardware, and installation - below grade	no	4	2,500.00	10,000
Glass screens to vestibules - above grade	sm	75	300.00	22,500
Two-leaf glazed doors, including hardware, push- button auto-opener system and installation - above grade	pair	1	7,000.00	7,000
Glass screens to elevator shaft	sm	41	300.00	12,300
Glass screens/ partition to restaurant dining area	sm	343	300.00	102,900
Two-leaf glazed doors, including hardware, and installation - above grade	pair	1	4,000.00	4,000
Allow for glass screen/ partitions to amenity area	Item	1	5,000.00	5,000
TO SUMMARY				174,800

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>8.08 Residential Window Wall System</u>				
Residential double glazed window wall system, including glazed and aluminum spandrel panels (L1 - L4)	sm	628	450.00	282,600
Residential double glazed window wall system, including glazed and aluminum spandrel panels (L4 - L31)	sm	4,308	350.00	1,507,800
Extra-over window for glazed two-leaf swing doors at G/F Residential entrances; including installation, hardware, and push-button auto-opener system	pair	1	6,000.00	6,000
Extra-over window for glazed two-leaf swing doors at terrace; including installation, hardware	pair	2	4,000.00	8,000
Extra-over window for glazed two-leaf swing doors at commercial entrances; including installation, hardware, and push-button auto-opener system	pair	2	6,000.00	12,000
Extra-over window for glazed two-leaf swing doors at terrace; including installation, hardware	pair	1	4,000.00	4,000
Extra-over for sliding door to balcony and terrace (included in window price)	no		0.00	Included
Metal wall panels (batt insulation, vapour barrier and drywall, m/s)	sm	5,383	350.00	1,884,050
Metal panels to parapet	sm	40	400.00	16,000
Metal panels to exterior columns	sm	43	350.00	15,050
Metal panels to existing church building above 3/F terrace (rear elevation)	sm	100	350.00	35,000
TO SUMMARY				<u>3,770,500</u>

8.09 Store Fronts

TO SUMMARY

0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
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8.10 Curtainwall

Not Required

0

TO SUMMARY

0

8.11 Miscellaneous Glass and Glazing

Allow for glazed vision panel to hollow metal doors

Item

1

25,000.00

25,000

Allowance for convex mirrors (assumed 4 per level)

no

16

200.00

3,200

Privacy frosted screens/ dividers to terraces and balconies

m

12

650.00

7,800

1100mm high glass balcony railing

m

1,352

250.00

338,000

Tempered glass Juliet balcony guard, acid etched c/w anodized aluminum cap rail & stiles

no

49

600.00

29,400

Ditto, at corner

no

10

900.00

9,000

Vanity mirror to suite bathroom (per bathroom) - Assumed

no

389

150.00

58,350

Vanity mirror to amenity area washrooms - Allow

Item

1

2,000.00

2,000

Allowance for glazed shower enclosure/door -

no

120

750.00

90,000

Allowance for misc. glass and glazing to common area and amenity area

Item

1

50,000.00

50,000

TO SUMMARY

612,750

8.12 Metal Louvres

0

TO SUMMARY

0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 9 - FINISHES</u>				
<u>9.01 Drywall</u>				
<u>Partitions</u>				
Common corridor partitions - 2 layers of drywall, metal studs, sound batts and 1 layer of drywall	sm	3,012	71.00	213,852
Demising partitions - 2 layers of drywall, metal studs, sound batts and 2 layers of drywall	sm	5,088	83.00	422,304
Common area partitions	sm	156	51.00	7,956
Partitions to restaurant area	sm	385		By others
Suite interior partitions - Allow per condo unit	unit	269	3,000.00	807,000
Allow for Amenity/ common area interior partitions	Item	1	10,000.00	10,000
Drywall, metal studs and sound batts to one side of elevator shaft walls	sm	1,904	40.00	76,160
Drywall to all sides of interior concrete columns	sm			Not Required
Drywall and metal furring to concrete block walls	sm	1,556	30.00	46,680
Drywall and metal furring to shear walls and stair shafts	sm	6,421	30.00	192,630
Drywall, metal studs, batt insulation, and vapour barrier to inner face of exterior walls	sm	6,516	50.00	325,800
Drywall, metal studs, batt insulation, and vapour barrier to inner face of existing exterior walls	sm	666	50.00	33,300
Drywall, metal studs, to existing church walls	sm	419	35.00	14,665

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>Ceilings</u>				
Drywall suspended ceiling to elevator lobbies below grade	sm	62	50.00	3,100
Drywall suspended ceilings to suite foyer, bathrooms, kitchen and laundry, common corridors, main entrance lobby, amenity area including sound batts - Allow	sm	9,700	45.00	436,500
Allow for drywall bulkheads and the like	Item	1	50,000.00	50,000
Allow for cleaning for drywall trades work	Item	1	20,000.00	20,000
TO SUMMARY				2,659,947
<u>9.02 Acoustic</u>				
ACT to restaurant area	sm	926		By others
TO SUMMARY				0
<u>9.03 Tile</u>				
<u>Floor</u>				
Ceramic floor tile to elevator lobbies below grade	sm	62	100.00	6,200
Ceramic floor tile to suite bathrooms and laundry - Allow 10m2/suite	sm	2,690	100.00	269,000
Ceramic floor tile to garbage chute rooms	sm	30	100.00	3,000
Porcelain floor tile to main entrance lobby	sm	120	150.00	18,000
Ceramic floor tile to amenity kitchen/ washroom areas - Allow	sm	20	100.00	2,000
Ceramic floor tile to Restaurant	sm	755		By Others
Ceramic floor tile to Restaurant washroom	sm	76		By Others
Ceramic floor tile to Restaurant kitchen	sm	95		By Others

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>Wall</u>				
high	sm	605	100.00	60,500
Ceramic wall tile to suite bathtub/ shower surround - Allow 10m2/unit	sm	2,690	100.00	269,000
Ceramic wall tile to garbage chute rooms, 2m high assumed	sm	174	100.00	17,400
	TO SUMMARY			645,100
<u>9.04 Stone Granite and Marble</u>				0
	TO SUMMARY			0
<u>9.05 Wood</u>				
Laminate flooring throughout suites excluding bathroom & laundry (Level 1 to 16)	sm	11,510	75.00	863,250
	TO SUMMARY			863,250
<u>9.06 Resilient Flooring</u>				0
				0
<u>9.07 Carpet</u>				
Carpet to concrete floor - common corridors	sm	1,248	45.00	56,160
Carpet tile to amenity area	sm	114	45.00	5,130
	TO SUMMARY			61,290
<u>9.08 Cast / Poured or Trowelled Finishes</u>				
Not Required				0
	TO SUMMARY			0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>9.09 Painting and Coverings</u>				
Spray texture ceiling finish throughout suites	sm	7,771	4.00	31,084
Paint finish to drywall ceilings	sm	9,700	4.00	38,800
Allow for paint finish to garage walls, columns, soffits, etc.	Item	1	48,000.00	48,000
Allow for paint finish to suites, corridors, stairs,	suite	269	1,300.00	349,700
Allow for wall covering/ upgrade main entrance lobby wall finishes	Item	1	150,000.00	150,000
				617,584
<u>9.10 Rubber Flooring</u>				
Not Required				0
				0
<u>DIVISION 10 - SPECIALTIES</u>				
<u>10.01 Washroom Accessories</u>				
Suite bathroom accessories - per bathroom - Allow	no	389	150.00	58,350
Curtain rod for suite bathtub	no	269	25.00	6,725
Accessories for amenity area washroom	Item	1	3,000.00	3,000
Accessories for restaurant washroom	Item			By Others
				68,075
<u>10.02 Compartments and Cubicles</u>				
				0
				0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>10.09 Postal Specialties</u>				
Allow for mailboxes	no	269	75.00	20,175
TO SUMMARY				<u>20,175</u>
<u>10.10 Miscellaneous Specialties</u>				
				0
TO SUMMARY				<u>0</u>
<u>DIVISION 11 - EQUIPMENT</u>				
<u>11.01 Window Washing Equipment</u>				
Allow for window washing davit bases and anchors etc.	Item	1	75,000.00	75,000
				<u>75,000</u>
<u>11.02 Parking Control Equipment/ Parking Stacker</u>				
Parking stacker - as per Klaus Parking System	no	95	16,000.00	1,520,000
TO SUMMARY				<u>1,520,000</u>
<u>11.03 Waste Equipment</u>				
Garbage chute - Included in Mechanical				Included
Garbage compactor and tri-sorter	no	1	35,000.00	35,000
Garbage/recycle bins - Allow	no	10	1,500.00	15,000
				<u>50,000</u>
<u>11.04 Loading Dock Equipment</u>				
Not Required				0
				<u>0</u>

The Connolly - Residential Development
96 James Street S.,
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>11.05 Appliances</u>				
Stainless steel appliances, including Stainless steel Fridge, dishwasher, wall range, Cooktop and microwave with fan	set	269	4,500.00	1,210,500
White stacked washers and dryers	set	269	1,200.00	322,800
Stainless steel appliances, including stove, microwave / hood fan & refrigerator to amenity	set	1	2,600.00	2,600
				<u>1,535,900</u>
<u>11.06 Gym Equipment</u>				
Gym Equipment - Allow				Excluded
				<u>0</u>
<u>DIVISION 12 - FURNISHINGS</u>				
<u>12.01 Window Treatments</u>				
Not Required				0
				<u>0</u>
<u>12.02 Rugs & Mats</u>				
Allow for entrance vestibule foot grille	no	1	5,000.00	5,000
				<u>5,000</u>
<u>12.03 Interior Plants & Planters</u>				
Not Required				0
				<u>0</u>
<u>12.04 Lobby and Amenity Features.</u>				
Not Required				0
				<u>0</u>

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>12.05 Lobby and Amenity Furnishing</u>				
Allowance for lobby furnishing and gym				Excluded
	TO SUMMARY			<u>0</u>
<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>				
<u>13.01 Isolated Floating Floor Slab</u>				
Allowance for floating floor slab to mechanical p/h floor - say	sm	150	140.00	21,000
	TO SUMMARY			<u>21,000</u>
<u>13.02 Pool</u>				
Not Required				0
	TO SUMMARY			<u>0</u>
<u>DIVISION 14 - CONVEYING SYSTEMS</u>				
<u>14.01 Elevators</u>				
Passenger elevator, 2500 lb capacity, 500 fpm rising from P4 Level to 31/F Level, 35 stops	no	2	450,000.00	900,000
Passenger elevator, to restaurant area rising from P1 Level to 2/F Level, 3 stops	no	1	90,000.00	90,000
Dumb waiter - restaurant G/F kitchen to 2/F	no	1	30,000.00	30,000
Allow for upgrading cab finishes	no	3	10,000.00	30,000
	TO SUMMARY			<u>1,050,000</u>
<u>14.02 Escalators & Moving Walks</u>				
Not Required				
	TO SUMMARY			<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 15- MECHANICAL</u>				
<u>15.01 Plumbing & Drainage</u>				
Plumbing and drainage system	units	269	13,000.00	3,497,000
TO SUMMARY				<u>3,497,000</u>
<u>15.02 Fire Protection</u>				
Fire protection	sm	24,232	26.00	630,000
TO SUMMARY				<u>630,000</u>
<u>15.03 H.V.A.C.</u>				
HVAC system - Heat pump system	units	269	12,700.00	3,416,000
TO SUMMARY				<u>3,416,000</u>
<u>15.04 Controls</u>				
Included Above				0
TO SUMMARY				<u>0</u>

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
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DIVISION 16 - ELECTRICAL

16.01 Service & Distribution

Allowance for services and distribution including:	units	269	4,000.00	1,076,000
- H.V Switchgear & transformer				
- Main service switchboard				
- Metering				
- Normal power distribution				
- Emergency power distribution				
- Transfer switch				

TO SUMMARY

1,076,000

16.02 Lighting & Power

Allowance for lighting, devices including:	units	269	5,000.00	1,345,000
- Suite lighting and receptacles				
- Common area lighting and receptacles				
- Connections to mechanical equipment				
- Basement & Common area lighting & receptacles				

TO SUMMARY

1,345,000

16.03 Systems & Ancillaries

Allowance for systems and ancillaries including	units	269	3,000.00	807,000
- Fire alarm system				
- Data and voice suite outlets (conduit/wire only)				
- Suite intercom				
- Ground floor security rough-in only				
- Lightning protection				

TO SUMMARY

807,000

CM of E-MAIL ISSUE REVISED ESTIMATE
TO Luis Correia representing
STANLEY RENAISSANCE / 2203284 Ontario Inc.

464

Jim Ryan

From: Gerard Power
Sent: Wednesday, August 10, 2016 3:15 PM
To: Luis Correia
Cc: Jim Ryan; Shafa Khan
Subject: FW: The Connolly
Attachments: Estimate - August 10, 2016.pdf

Luis,

Please find attached the latest construction cost estimate based on your previous discussions with Jim.

Regards.
Ger

From: Shafa Khan
Sent: Wednesday, August 10, 2016 1:04 PM
To: Gerard Power <gerard@pelicanwoodcliff.com>
Cc: Jim Ryan <Jim@pelicanwoodcliff.com>
Subject: The Connolly

Gerrard,

Here is our revised estimate for your use. We have revised design and pricing contingency from 6% to 3% and CM fee from 3% to 2.5%.

Thank you,

Shafa Khan, PQS, AACE
Senior Quantity Surveyor

P | W

PelicanWoodcliff

2016-08-10 13:00:00 -0400

PELICAN WOODCLIFF INC.
100 York Blvd., Suite 608
Richmond Hill, ON, L4B 1J8

Tel: 905-889-9996 Ext 303
Fax: 905-889-9950

Please visit www.pelicanwoodcliff.com

Preliminary Design Estimate

**The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario**

August 10, 2016

Prepared For:

**Stanton Renaissance Limited
210-93 Skyway Avenue**

**Tomoto, Ontario
M9W 6N6**

**Tel: 416-201-8400
Fax:**

Prepared By:

**Pelican Woodcliff Inc.,
100 York Blvd.,
Suite 608
Richmond Hill, Ontario
L4B 1J8**

**Tel: 905-889-9996
Fax: 905-889-9950**

The Connolly - Residential Development
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The Connolly - Residential Development
96 James Street S.,
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August 10, 2016
Preliminary Design Estimate

1. MAIN SUMMARY

Total Construction Cost

Total Estimate		\$ 45,687,852
Design & Pricing Contingency	3%	\$ 1,370,636
Construction Management Fee	2.5%	\$ 1,176,462
		<u>\$ 48,234,950</u>
Construction Contingency / Change Orders	Excluded	\$ -
HST	Excluded	\$ -
		<u><u>\$ 48,234,950</u></u>

Unit Costs

Total GFA	24,232 m2	@ \$ 1,991	Per m2
	260,831 sf	@ \$ 185	Per sf
GFA Above Grade	20,441 m2	@ \$ 2,360	Per m2
	220,025 sf	@ \$ 219	Per sf
Cost Per Suite	269 Suites	@ \$ 179,312	Per Suite

Note: The figures stated above should be read in the context of the attached list of exclusions, assumptions and estimate notes.

The Connolly - Residential Development
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Preliminary Design Estimate

2. GROSS FLOOR AREA CALCULATIONS ETC.

GROSS FLOOR AREA (GFA) CALCULATIONS

	<u>Total GFA</u>	<u>Below Grade GFA</u>	<u>Above Grade GFA</u>
	<u>m2</u>	<u>m2</u>	<u>m2</u>
Parking P4	920	920	
Parking P3	920	920	
Parking P2	920	920	
Parking P1	1,031	1,031	
L1	415		415
L1 - Resturant	329		329
L1 - Café - Existing building	168		168
L2	356		356
L2 - Resturant	313		313
L2- Café - Existing building	168		168
L3	685		685
L4	672		672
L5	672		672
L6	672		672
L7	672		672
L8	672		672
L9	672		672
L10	672		672
L11	672		672
L12	672		672
L13	672		672
L14	672		672
L15	672		672
L16	672		672
L17	672		672
L18	672		672
L19	672		672
L20	672		672
L21	672		672
L22	672		672

The Connolly - Residential Development
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2. GROSS FLOOR AREA CALCULATIONS ETC.

L23	672	672
L24	672	672
L25	672	672
L26	672	672
L27	672	672
L28	610	610
L29	521	521
L30	443	443
Mechanica P/H	305	305

Total Gross Floor Area	24,232	3,791	20,441
-------------------------------	---------------	--------------	---------------

sf	260,833	40,806	220,027
		16%	84%

SITE DEVELOPMENT AREA

	Total	
	m2	
Total Site Area	1,435	
Deduct G/F Area	-912	
Site Development Area	523	m2

The Connolly - Residential Development
96 James Street S.,
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2. GROSS FLOOR AREA CALCULATIONS ETC.

SUITE COUNT

	<u>Total Suites</u>	<u>Suite</u>	<u>Townhouse</u>
Parking P4			
Parking P3			
Parking P2			
Parking P1			
L1			
L1 - Resturant			
L1 - Café - Existing building			
L2	3	3	
L2 - Resturant			
L2- Café - Existing building			
L3	7	7	
L4	10	10	
L5	10	10	
L6	10	10	
L7	10	10	
L8	10	10	
L9	10	10	
L10	10	10	
L11	10	10	
L12	10	10	
L13	10	10	
L14	10	10	
L15	10	10	
L16	10	10	

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2. GROSS FLOOR AREA CALCULATIONS ETC.		
L17	10	10
L18	10	10
L19	10	10
L20	10	10
L21	10	10
L22	10	10
L23	10	10
L24	10	10
L25	10	10
L26	10	10
L27	10	10
L28	4	4
L29	3	3
L30	2	2
Mechanica P/H		
Extra units at L28 - L30	10	10
Total	269	269

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

August 10, 2016
Preliminary Design Estimate

3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

Main Exclusions

The enclosed estimate does not account for the following items. If required, the owner should budget for these costs separately.

- 1 HST
- 2 Construction contingency
- 3 Escalation beyond the date of this report
- 4 Furniture, Fittings & Equipment (Unless specifically identified within our estimate)
- 5 Window coverings
- 6 Window washing equipment
- 7 IT, Communications - Equipment
- 8 IT, Communications - Cabling
- 9 Artwork
- 10 Removal of contaminants (asbestos, pcb's, contaminated soil, etc.)
- 11 Work outside normal working hours
- 12 Staging or phasing of the work
- 13 Fast-tracking of the work
- 14 Building permits, and fees etc.
- 15 Professional fees (Architects, Engineers, Project Managers, etc)
- 16 Legal, Accounting and Real Estate fees/commissions
- 17 Land acquisition costs
- 18 Development charges
- 19 Education levies
- 20 Soft costs (financing, insurances, bonds, etc)
- 21 Excavation in shale or rock
- 22 Exercise and game room equipment
- 23 Inspection and testing of the work
- 24 Hydro connection charges and fee
- 25 Restaurant finishing and fit-ups
- 26 Any foundation to new 2/F addition to existing church area
- 27 Demolition of church
- 28 Temporary supports to retained portion of church
- 29 Façade restoration work to retained portion of church
- 30 Terrace, restaurant and event space furniture
- 31 Commercial kitchen and servery equipment
- 32 Café/bar equipment

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

August 10, 2016
Preliminary Design Estimate

3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

Main Assumptions

- 1 Work will be competitively bid using a construction management form of contract.
- 2 Bids will be received from a minimum of three sub-contractors for each trade.
- 3 All work will be carried out during normal working hours.
- 4 Normal foundations conditions assumed
- 5 No additional foundation required for new 2/F addition to existing church

Estimate Notes

This estimate has been predicated upon the following criteria:

- 1 Prices are based upon tender levels current at the date of this report.
- 2 HST is excluded
- 3 All rates are based on combination of Residential Union and Non-Union Labour.
- 4 Lack of competitive bidding will impact the cost estimate herein.

The Connolly - Residential Development
96 James Street S.,
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Preliminary Design Estimate

3. EXCLUSIONS, ASSUMPTIONS, NOTES & INFORMATION

List of Information

The following information was used in the preparation of this estimate:

1. Architectural Drawings prepared by McCallum Sather Architects Inc. Dated Aug 15, 2014

AA100	Site Survey
AA001	Site Plan
AD001	Parking Plans
AD100	Floor Plans
AD200	Floor Plans
AD300	Floor Plans
AK001	Building Elevations
AK002	Building Elevations

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

August 10, 2016
Preliminary Design Estimate

4. DIVISIONAL SUMMARY

DIVISION 1 - GENERAL REQUIREMENTS	\$	2,988,925	\$	146.22	6.5%		
DIVISION 2 - SITE WORK	\$	3,510,091	\$	171.72	7.7%		
DIVISION 3 - CONCRETE	\$	9,886,445	\$	483.66	21.6%		
DIVISION 4 - MASONRY	\$	681,400	\$	33.33	1.5%		
DIVISION 5 - METALS	\$	314,000	\$	15.36	0.7%		
DIVISION 6 - WOODS AND PLASTICS	\$	1,839,075	\$	89.97	4.0%		
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	\$	861,805	\$	42.16	1.9%		
DIVISION 8 - DOORS AND WINDOWS	\$	5,469,840	\$	267.59	12.0%		
DIVISION 9 - FINISHES	\$	4,631,971	\$	226.60	10.1%		
DIVISION 10 - SPECIALTIES	\$	208,400	\$	10.20	0.5%		
DIVISION 11 - EQUIPMENT	\$	3,180,900	\$	155.61	7.0%		
DIVISION 12 - FURNISHINGS	\$	5,000	\$	0.24	0.0%		
DIVISION 13 - SPECIAL CONSTRUCTION	\$	21,000	\$	1.03	0.0%		
DIVISION 14 - CONVEYING SYSTEMS	\$	1,050,000	\$	51.37	2.3%		
DIVISION 15- MECHANICAL	\$	28,703 per unit	\$	7,721,000	\$	377.72	16.9%
DIVISION 16 - ELECTRICAL	\$	12,335 per unit	\$	3,318,000	\$	162.32	7.3%
TOTAL (EXCLUDING ALLOWANCES)			\$	45,687,852	\$	2,235.11	100.0%

ALLOWANCES

Design & Pricing Contingency	See Main Summary	\$	-	\$	-
Escalation	Excluded	\$	-	\$	-
TOTAL - ANTICIPATED CONTRACT VALUE		\$	45,687,852	\$	2,235.11
POSTCONTRACT ALLOWANCES					
Construction Allowance	See Main Summary	\$	-	\$	-
TOTAL - ESTIMATED CONSTRUCTION VALUE		\$	45,687,852	\$	2,235.11
Taxes					
- HST	Excluded	\$	-	\$	-

ESTIMATE TOTAL	\$	45,687,852	\$	2,235 /m2
			\$	208 /sf
		269 Suites at	\$	169,843 / Suite
		Above Grade GFA	20,441	m2

The Connolly - Residential Development
96 James Street S.,
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5. SUB-DIVISIONAL SUMMARY

DIVISION 1 - GENERAL REQUIREMENTS

		2,988,925	\$	146.22	6.5%
1.01 General Requirements	7.0%	2,988,925	\$	146.22	6.5%
1.02 Fee - See Main Summary	0.0%	0	\$	-	0.0%

DIVISION 2 - SITE WORK

		3,510,091	\$	171.72	7.7%
2.01 Demolition		27,570	\$	1.35	0.1%
2.02 Site Preparation		15,136	\$	0.74	0.0%
2.03 Dewatering		250,000	\$	12.23	0.5%
2.04 Shoring and Underpinning		1,940,400	\$	94.93	4.2%
2.05 Piles and Caissons		0	\$	-	0.0%
2.06 Earthwork		895,340	\$	43.80	2.0%
2.07 Specialties (Tunneling, Marine Work, Etc.)		0	\$	-	0.0%
2.08 General Site Improvements		0	\$	-	0.0%
2.09 Hard Landscaping		175,895	\$	8.61	0.4%
2.10 Soft Landscaping		90,750	\$	4.44	0.2%
2.11 Mechanical Site Services		65,000	\$	3.18	0.1%
2.12 Electrical Site Services		50,000	\$	2.45	0.1%
2.13 Not Used		0	\$	-	0.0%

DIVISION 3 - CONCRETE

		9,886,445	\$	483.66	21.6%
3.01 Cast in Place Concrete - Supply Only		1,444,434	\$	70.66	3.2%
3.02 Formwork (Incl Place and Finish Concrete)		6,346,134	\$	310.46	13.9%
3.03 Concrete Sundries		45,283	\$	2.22	0.1%
3.04 Concrete Toppings		0	\$	-	0.0%
3.05 Reinforcement - Supply Only		1,197,894	\$	58.60	2.6%
3.06 Reinforcement - Place Only		616,400	\$	30.16	1.3%
3.07 Post Tensioning		0	\$	-	0.0%
3.08 Precast Concrete - Stairs		164,700	\$	8.06	0.4%
3.09 Precast Concrete - Structure		0	\$	-	0.0%
3.10 Precast Concrete - Wall Panels		71,600	\$	3.50	0.2%
3.11 Precast Concrete - Architectural		0	\$	-	0.0%
3.12 Concrete Specialties (Restoration Etc.)		0	\$	-	0.0%
3.13 Not Used		0	\$	-	0.0%

DIVISION 4 - MASONRY

		681,400	\$	33.33	1.5%
4.01 Masonry (Interior Walls)		205,500	\$	10.05	0.4%
4.02 Masonry (Exterior Walls)		0	\$	-	0.0%
4.03 Stone Granite and Marble		375,900	\$	18.39	0.8%
4.04 Restoration and Repairs		100,000	\$	4.89	0.2%
4.05 Not Used		0	\$	-	0.0%

The Connolly - Residential Development
96 James Street S.,
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Preliminary Design Estimate

5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 5 - METALS</u>		314,000	\$	15.36	0.7%
5.01 Structural Steel	68,900	\$	3.37	0.2%	
5.02 Metal Deck	12,600	\$	0.62	0.0%	
5.03 Metal Joists	0	\$	-	0.0%	
5.04 Stairs, Handrails and Ladders	109,300	\$	5.35	0.2%	
5.05 Miscellaneous Metals	123,200	\$	6.03	0.3%	
5.06 Architectural Metals / Stainless Steel	0	\$	-	0.0%	
5.07 Expansion Control	0	\$	-	0.0%	
5.08 Balcony Railing	0	\$	-	0.0%	
<u>DIVISION 6 - WOODS AND PLASTICS</u>		1,839,075	\$	89.97	4.0%
6.01 Rough Carpentry	50,000	\$	2.45	0.1%	
6.02 Finish Carpentry	366,075	\$	17.91	0.8%	
6.03 Millwork	1,309,400	\$	64.06	2.9%	
6.04 Heavy Timber Construction	0	\$	-	0.0%	
6.05 Amenity & Common Area Millwork	113,600	\$	5.56	0.2%	
<u>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</u>		861,805	\$	42.16	1.9%
7.01 Dampproofing / Waterproofing	166,585	\$	8.15	0.4%	
7.02 Insulation	117,320	\$	5.74	0.3%	
7.03 Membrane Roofing	210,100	\$	10.28	0.5%	
7.04 Balcony Coating	0	\$	-	0.0%	
7.05 Metal Roofing	0	\$	-	0.0%	
7.06 Metal Siding	0	\$	-	0.0%	
7.07 Siding	0	\$	-	0.0%	
7.08 EIFS	0	\$	-	0.0%	
7.09 Roof Pavers	0	\$	-	0.0%	
7.10 Traffic Topping	117,800	\$	5.76	0.3%	
7.11 Skylights	0	\$	-	0.0%	
7.12 Fireproofing	0	\$	-	0.0%	
7.13 Firestopping, Sealants and Caulking	250,000	\$	12.23	0.5%	
7.14 Not Used	0	\$	-	0.0%	
<u>DIVISION 8 - DOORS AND WINDOWS</u>		5,469,840	\$	267.59	12.0%
8.01 Hollow Metal Doors	64,670	\$	3.16	0.1%	
8.02 Wood Doors	452,270	\$	22.13	1.0%	
8.03 Aluminum Doors	0	\$	-	0.0%	
8.04 Special Doors	9,000	\$	0.44	0.0%	
8.05 Finish Hardware	385,850	\$	18.88	0.8%	
8.06 Shutters and Grilles	0	\$	-	0.0%	
8.07 Glazed Screens and Partitions	174,800	\$	8.55	0.4%	
8.08 Residential Window Wall System	3,770,500	\$	184.46	8.3%	
8.09 Store Fronts	0	\$	-	0.0%	
8.10 Curtainwall	0	\$	-	0.0%	
8.11 Miscellaneous Glass and Glazing	612,750	\$	29.98	1.3%	
8.12 Metal Louvres	0	\$	-	0.0%	

The Connolly - Residential Development
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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 9 - FINISHES</u>		4,631,971	\$	226.60	10.1%
9.01 Drywall	2,659,947	\$ 130.13		5.8%	
9.02 Acoustic	0	\$ -		0.0%	
9.03 Tile	429,900	\$ 21.03		0.9%	
9.04 Stone Granite and Marble	0	\$ -		0.0%	
9.05 Wood	863,250	\$ 42.23		1.9%	
9.06 Resilient Flooring	0	\$ -		0.0%	
9.07 Carpet	61,290	\$ 3.00		0.1%	
9.08 Cast / Poured or Trowelled Finishes	0	\$ -		0.0%	
9.09 Painting and Coverings	617,584	\$ 30.21		1.4%	
9.10 Rubber Flooring	0	\$ -		0.0%	
<u>DIVISION 10 - SPECIALTIES</u>		208,400	\$	10.20	0.5%
10.01 Washroom Accessories	68,075	\$ 3.33		0.1%	
10.02 Compartments and Cubicles	0	\$ -		0.0%	
10.03 Louvres and Vents	0	\$ -		0.0%	
10.04 Signage	25,000	\$ 1.22		0.1%	
10.05 Access Flooring	0	\$ -		0.0%	
10.06 Lockers and Storage Units	95,150	\$ 4.65		0.2%	
10.07 Wall and Corner Guards	0	\$ -		0.0%	
10.08 Fireplaces and Stoves	0	\$ -		0.0%	
10.09 Postal Specialties	20,175	\$ 0.99		0.0%	
10.10 Miscellaneous Specialties	0	\$ -		0.0%	
10.11 Not Used	0	\$ -		0.0%	
<u>DIVISION 11 - EQUIPMENT</u>		3,180,900	\$	155.61	7.0%
11.01 Window Washing Equipment	75,000	\$ 3.67		0.2%	
11.02 Parking Control Equipment/ Parking Stacker	1,520,000	\$ 74.36		3.3%	
11.03 Waste Equipment	50,000	\$ 2.45		0.1%	
11.04 Loading Dock Equipment	0	\$ -		0.0%	
11.05 Appliances	1,535,900	\$ 75.14		3.4%	
11.06 Gym Equipment	0	\$ -		0.0%	
<u>DIVISION 12 - FURNISHINGS</u>		5,000	\$	0.24	0.0%
12.01 Window Treatments	0	\$ -		0.0%	
12.02 Rugs & Mats	5,000	\$ 0.24		0.0%	
12.03 Interior Plants & Planters	0	\$ -		0.0%	
12.04 Lobby and Amenity Features.	0	\$ -		0.0%	
12.05 Lobby and Amenity Furnishing	0	\$ -		0.0%	
<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>		21,000	\$	1.03	0.0%
13.01 Isolated Floating Floor Slab	21,000	\$ 1.03		0.0%	
13.02 Pool	0	\$ -		0.0%	
<u>DIVISION 14 - CONVEYING SYSTEMS</u>		1,050,000	\$	51.37	2.3%
14.01 Elevators	1,050,000	\$ 51.37		2.3%	
14.02 Escalators & Moving Walks	0	\$ -		0.0%	
14.03 Unused	0	\$ -		0.0%	

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5. SUB-DIVISIONAL SUMMARY

<u>DIVISION 15- MECHANICAL</u>		7,721,000		\$ 377.72	16.9%
15.01 Plumbing & Drainage	3,497,000		\$ 171.08		7.7%
15.02 Fire Protection	630,000		\$ 30.82		1.4%
15.03 H.V.A.C.	3,369,000		\$ 164.82		7.4%
15.04 Controls	225,000		\$ 11.01		0.5%
<u>DIVISION 16 - ELECTRICAL</u>		3,318,000		\$ 162.32	7.3%
16.01 Service & Distribution	1,076,000		\$ 52.64		2.4%
16.02 Lighting & Power	1,345,000		\$ 65.80		2.9%
16.03 Systems & Ancillaries	897,000		\$ 43.88		2.0%
TOTAL (EXCLUDING ALLOWANCES)		\$ 45,687,852		\$ 2,235.11	100.0%
ALLOWANCES					
Design & Pricing Contingency	See Main Summary	\$ -		\$ -	
Escalation	Excluded	\$ -		\$ -	
TOTAL - ANTICIPATED CONTRACT VALUE		\$ 45,687,852		\$ 2,235.11	
POSTCONTRACT ALLOWANCES					
Construction Allowance	See Main Summary	\$ -		\$ -	
TOTAL - ESTIMATED CONSTRUCTION VALUE		\$ 45,687,852		\$ 2,235.11	
Taxes					
- HIST	Excluded	\$ -		\$ -	
ESTIMATE TOTAL		\$ 45,687,852		\$ 2,235 /m2	
				\$ 208 /sf	
			269 Suites at	\$ 169,843 / Suite	
			Above Grade GFA	20,441 m2	

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
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DIVISION 1 - GENERAL REQUIREMENTS

1.01 General Requirements

Allowance for General Conditions including but not limited to:

Superintendent, temporary heat and power, winter conditions, scaffolding, hoisting, garbage disposal, clean up, small tools, printing, faxes, courier, etc., storage, traffic control, hoarding etc.

Item	7%	2,988,925
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TO SUMMARY		<u>2,988,925</u>
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1.02 Fee - See Main Summary

Fee - (Construction Management)	Item	0.00	0
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TO SUMMARY		<u>0</u>
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 2 - SITE WORK</u>				
<u>2.01 Demolition</u>				
Demolition of existing buildings -				Excluded
Allow for demolition/ modification of existing building walls to connect new building floor (Approx. 150m2 walls)	Item	1	15,000.00	15,000
Allowance for preparation of existing church wall interior surfaces to receive new finishes	sm	419	30.00	12,570
	TO SUMMARY			<u>27,570</u>
<u>2.02 Site Preparation</u>				
Allow for removal of all existing soft and hard surfaces, etc.	sm	1,267	8.00	10,136
Allowance for temporary erosion and sediment controls during construction	item	1	5,000.00	5,000
	TO SUMMARY			<u>15,136</u>
<u>2.03 Dewatering</u>				
Allow for normal dewatering system	Item	1	250,000.00	250,000
	TO SUMMARY			<u>250,000</u>
<u>2.04 Shoring and Underpinning</u>				
Caisson wall shoring to basement excavation, assumed 50% of total shoring	sm	1,362	800.00	1,089,600
basement excavation, assumed 50% of total shoring	sm	1,362	600.00	817,200
Allow for work to existing basement walls	sm	112	300.00	33,600
Under pinning/ temporary support to existing building				Assumed not required
	TO SUMMARY			<u>1,940,400</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.05 Piles and Caissons</u>				
Not Required				0
TO SUMMARY				<u>0</u>
<u>2.06 Earthwork</u>				
Excavate for underground parking and storage tank; truck-away excavated material	cm	19,805	40.00	792,200
Allowance for rock excavation - existing condition unknown				Excluded
Adjust existing basement	cm		Existing condition unknown	
Excavate for strip footing, column footing and truck-away	cm	397	45.00	17,865
Imported granular "B" backfill around strip footings and column footings	cm	142	45.00	6,390
Imported granular "B" backfill around storage tank and stacker pit	cm	215	45.00	9,675
200mm thick layer of crushed stone below slab-on-grade/ pit base	cm	209	65.00	13,585
Weeping tile	m	225	25.00	5,625
Weeping tile - below slab on grade				Assumed not required
Allowance for removal of shoring excavated material	Item	1	50,000.00	50,000
TO SUMMARY				<u>895,340</u>
<u>2.07 Specialties (Tunneling, Marine Work, Etc.)</u>				
Not Required				0
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.09 Hard Landscaping</u>				
Concrete paving	sm	184	75.00	13,800
Slate tiles to main entrances	sm	48	150.00	7,200
Patio stone paving	sm	184	120.00	22,080
Permeable paving stone	sm	107	120.00	12,840
Bike racks	no	24	100.00	2,400
Decorative aluminum fence	m	60	300.00	18,000
Allowance for signage, route, parking etc.	Item	1	3,500.00	3,500
Allow for modify/reinstate existing concrete curb	m	81	50.00	4,050
Allowance for excavation to reduce levels for paving and truck away	cm	183	25.00	4,575
Knee wall, 3m high with stone cladding	sm	42	750.00	31,500
600mm high raised planter walls	m	22	250.00	5,500
Planter box, 900 x 500mm (assumed prefabricated precast 475mm high)	no	16	450.00	7,200
Bench, 1.0 x 3.75m long	no	1	2,000.00	2,000
Dining tables	set			By Others
Single table and chairs	set			By Others
Free standing light feature	no	4	1,500.00	6,000
Light bollards	no	7	750.00	5,250
Allow for reinstate existing paving south and west side of building etc.	Item	1	5,000.00	5,000
Allowance for asphalt repaving to Jackson Street (Temporary Laydown Area)	Item	1	25,000.00	25,000
TO SUMMARY				175,895

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>2.10 Soft Landscaping</u>				
Allow for soft landscaping	Item	1	15,000.00	15,000
Soil to planter beds	sm	30	25.00	750
Allowa for street scaping	Item	1	75,000.00	75,000
TO SUMMARY				90,750
<u>2.11 Mechanical Site Services</u>				
Mechanical site services	Item	1	65,000.00	65,000
TO SUMMARY				65,000
<u>2.12 Electrical Site Services</u>				
Electrical site services	Item	1	50,000.00	50,000
TO SUMMARY				50,000
<u>2.13 Not Used</u>				
				0
TO SUMMARY				0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 3 - CONCRETE</u>				
<u>3.01 Cast in Place Concrete - Supply Only</u>				
30Mpa Class F-1 concrete for exterior strip footing and foundation wall	cm	174	137.00	23,838
30Mpa Class F-1 concrete for interior strip footing and foundation wall	cm	29	137.00	3,973
30 Mpa concrete for column footing and piers	cm	74	137.00	10,138
35 Mpa Class C1 concrete for 300mm thick exterior perimeter basement wall	cm	748	154.00	115,192
35 Mpa concrete for interior shear walls, below grade	cm	322	145.00	46,690
35 Mpa concrete for columns below grade	cm	125	143.00	17,875
25 Mpa Class C4 concrete for 125mm thick slab-on-grade	cm	101	130.00	13,130
35 Mpa Class C1 concrete 250/500mm thick suspended parking floor slabs	cm	866	154.00	133,364
35 Mpa Class C1 concrete for ground floor suspended slab	cm	335	154.00	51,590
35 Mpa Class C1 concrete 300mm thick garage roof slab	cm	86	154.00	13,244
30 Mpa concrete for 250mm thick shear walls above grade	cm	1,886	131.00	247,066
35 Mpa concrete for columns above grade	cm	166	143.00	23,738
30 Mpa concrete for 220mm thick suspended floor slabs, above grade	cm	4,259	131.00	557,929
30 Mpa air entrained concrete for 225mm thick balcony slabs	cm	206	137.00	28,222

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
30 Mpa concrete for 250mm thick terrace/roof	cm	244	131.00	31,964
30 Mpa concrete for 200mm thick terrace and roof parapets	cm	40	131.00	5,240
35 Mpa Class C1 concrete for storage tank pit base wall and roof	cm	24	154.00	3,696
35 Mpa Class C1 concrete for parking stacker pit base and wall	cm	161	145.00	23,345
Total Concrete Volume	cm	9,846		
Prepare/ leveling screed to existing ground floor slab (assumed existing slab to remain, no major modification required)	sm	168	25.00	4,200
Allow for transfer beams, column capitals and drop panels, etc.	Item	1	60,000.00	60,000
Allow for concrete curbs, up stands, housekeeping pads, trenches, slab thickening, steps, ramps, etc.	Item	1	30,000.00	30,000
TO SUMMARY				1,444,434

3.02 Formwork (Incl Place and Finish Concrete)

Formwork to sides of exterior strip footing and foundation wall	sm	322		0
Formwork to sides of interior strip footings and foundation walls	sm	63		0
Formwork to all sides of column footings and	sm	564		0
Formwork to both sides of basement wall	sm	4,988		0
Formwork to both sides of interior shear walls, below grade	sm	2,148		0
Formwork to all sides of interior columns, below grade	sm	105		0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
Formwork to soffit of suspended parking slabs	sm	2,760		0
Formwork to soffit of ground floor slab	sm	744		0
Formwork to soffit of garage roof slab	sm	287		0
Formwork to both sides of shear walls, above	sm	15,086		0
Formwork to all sides of interior columns, above grade	sm	762		0
Formwork to soffit of suspended floor slabs, above grade	sm	19,361		0
Formwork to edges of suspended floor slabs	sm	737		0
Formwork to soffit of balcony slabs	sm	915		0
Formwork to soffit of terrace/ roof slabs	sm	974		0
Formwork to both sides of terrace and roof	sm	398		0
Formwork to storage tank	sm	128		0
Formwork to parking stacker pits at P4 level	sm	372		0
Total formwork area		50,714	112.00	5,679,968
Rough screed, cure, and steel trowel finish to suspended concrete slab surfaces	sm		0.00	Included
Rough screed, cure, and steel trowel finish to slab-on-grade/ pit base slab	sm	1,031	18.00	18,558
Labour placing concrete	cm	9,846	48.00	472,608
Allow for formwork to transfer beams, curbs, up stands, housekeeping pads, stairs, ramps, etc. (including rebar)	Item	1	75,000.00	75,000
Allow for tie new building to existing building	Item	1	100,000.00	100,000
TO SUMMARY				6,346,134

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>3.03 Concrete Sundries</u>				
Concrete floor hardener & sealer to stairs, mech/elec rooms etc.	sm	324	5.00	1,620
Concrete floor hardener & sealer to stairs, mech/elec rooms, storage, lockers, garbage/compactor room, moving room etc.	sm	717	5.00	3,585
Vapour barrier under slab-on-grade	sm	1,031	2.50	2,578
Allow for elevator pit construction, including earthwork, concrete, formwork, rebar, etc.	no	3	5,000.00	15,000
Allow for sump pit construction, including earthwork, concrete, formwork, rebar, etc.	no	2	2,500.00	5,000
Allow for construction, expansion, isolation, and control joints	Item	1	10,000.00	10,000
Allow for misc. concrete sundries, including water bars, water stops, forming keys, etc.	Item	1	7,500.00	7,500
TO SUMMARY				45,283
<u>3.04 Concrete Toppings</u>				
Not Required				0
TO SUMMARY				0
<u>3.05 Reinforcement - Supply Only</u>				
Rebar (Assumed 110kg/m3)	tonne	1,072	1,065.00	1,141,680
Allow extra for epoxy coated rebar	tonne	107	480.00	51,360
Fibre mesh reinforcement to slab-on-grade	sm	809	6.00	4,854
TO SUMMARY				1,197,894

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>3.06 Reinforcement - Place Only</u>				
Placing rebar, including rebar accessories	tonne	1,072	575.00	616,400
TO SUMMARY				<u>616,400</u>
<u>3.07 Post Tensioning</u>				
Not Required				0
TO SUMMARY				<u>0</u>
<u>3.08 Precast Concrete - Stairs</u>				
Precast concrete stairs rising from P4 Level to G/F, total rise = 19.60m	no	2	12,200.00	24,400
Precast concrete stairs rising from G/F Level to Mech P/H (31/F), total rise = 105.80m	no	2	66,100.00	132,200
Precast concrete stairs rising from G/F Level to 2/F Level, total rise = 7.40m	no	1	4,600.00	4,600
Allowance for miscellaneous precast steps	Item	1	3,500.00	3,500
TO SUMMARY				<u>164,700</u>
<u>3.09 Precast Concrete - Structure</u>				
Not Required				0
TO SUMMARY				<u>0</u>
<u>3.10 Precast Concrete - Wall Panels</u>				
Precast concrete wall panels	sm	179	400.00	71,600
TO SUMMARY				<u>71,600</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 4 - MASONRY</u>				
<u>4.01 Masonry (Interior Walls)</u>				
190mm thick interior concrete block partitions - below grade	sm	349	100.00	34,900
190mm thick interior concrete block partitions - above grade	sm	1,556	100.00	155,600
Allow for reinforcing masonry partitions, including lateral support	Item	1	15,000.00	15,000
TO SUMMARY				205,500
<u>4.02 Masonry (Exterior Walls)</u>				
				0
TO SUMMARY				0
<u>4.03 Stone Granite and Marble</u>				
Stone veneer cladding	sm	954	350.00	333,900
Ditto, to parapet	sm	105	400.00	42,000
TO SUMMARY				375,900
<u>4.04 Restoration and Repairs</u>				
Stone cladding to exterior columns (Reclaimed stone from existing building)	Item	1	100,000.00	100,000
Allow for restoring existing stone cladding; cleaning pointing etc. (retained portion of church building and heritage cost assumed included)				0
TO SUMMARY				100,000

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 5 - METALS</u>				
<u>5.01 Structural Steel</u>				
Allow for structural steel support to new 2/F in existing church building (50kg/m2) - Existing	tonne	9	4,500.00	40,500
Allow for connect new structural steel members to existing structure	Item	1	20,000.00	20,000
Allow for spray fireproofing to metal floor deck	sm	168	50.00	8,400
TO SUMMARY				68,900
<u>5.02 Metal Deck</u>				
Metal deck and concrete topping to new 2/F in existing church building	sm	168	75.00	12,600
TO SUMMARY				12,600
<u>5.03 Metal Joists</u>				
Not Required				0
TO SUMMARY				0
<u>5.04 Stairs, Handrails and Ladders</u>				
Metal handrails and balustrades to stairs	Item	1	80,000.00	80,000
Elevator pit ladder	no	3	1,500.00	4,500
Misc. steps and ladders	Item	1	5,000.00	5,000
Allow for concrete filled metal pan stairs from ground level to 2/F level, total rise = 7.40m	Item	1	8,000.00	8,000
Guardrail to parking ramp side	m	59	200.00	11,800
TO SUMMARY				109,300

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>5.05 Miscellaneous Metals</u>				
Allow for fresh air intake and exhaust grilles, etc.	Item	1	10,000.00	10,000
Metal gratings	Item	1	5,000.00	5,000
Allowance for corner guard, bumper rails, steel bollards and the like	Item	1	10,000.00	10,000
Allowance for miscellaneous metals, steel lintels, shelf angles and the like	Item	1	75,000.00	75,000
Elevator hoist beams, steel rails and brackets (3 elevators)	Item	1	10,000.00	10,000
Allow for trellis at amenity terrace	sm	22	600.00	13,200
TO SUMMARY				<u>123,200</u>
<u>5.06 Architectural Metals / Stainless Steel</u>				
				0
TO SUMMARY				<u>0</u>
<u>5.07 Expansion Control</u>				
TO SUMMARY				<u>0</u>
<u>5.08 Balcony Railing</u>				
Included in Div. 8.11				Incl in 8.11
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 6 - WOODS AND PLASTICS</u>				
<u>6.01 Rough Carpentry</u>				
Allow for miscellaneous wood blocking, etc.	Item	1	50,000.00	50,000
TO SUMMARY				<u>50,000</u>
<u>6.02 Finish Carpentry</u>				
Suite closet shelf and rod per suite	no	269	125.00	33,625
Allow for wood baseboards to suites	suite	269	650.00	174,850
Allow for miscellaneous interior wood trim and entry door trims the like	suite	269	400.00	107,600
Allow for miscellaneous finish carpentry to G/F lobby and amenity area	Item	1	50,000.00	50,000
TO SUMMARY				<u>366,075</u>
<u>6.03 Millwork</u>				
Kitchen base cabinet and wall units, including Caesar stone counter top	suite	269	4,000.00	1,076,000
Suite washroom vanity units, including Caesar stone counter top - Allow	no	389	600.00	233,400
TO SUMMARY				<u>1,309,400</u>
<u>6.04 Heavy Timber Construction</u>				
Not Required				0
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>6.05 Amenity & Common Area Millwork</u>				
Kitchen base cabinets and wall cabinets to amenity, including granite counter top - Allow	no	1	4,500.00	4,500
Amenity area washroom vanity with solid countertop - Allow	no	2	1,300.00	2,600
Concierge desk to entrance lobbies - Allow	no	1	6,500.00	6,500
Allow misc. millwork for Amenity & Common Area	Item	1	100,000.00	100,000
Restaurant area millwork (bar counter/ coffee station/ bench/ table etc.)	Item			By Others
TO SUMMARY				113,600

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7.01 Dampproofing / Waterproofing

Waterproofing and drainage layer to basement wall	sm	2,494	55.00	137,170
Waterproofing and protection board to garage roof slab	sm	287	55.00	15,785
Waterproofing system to storm tank floor, wall and ceiling	sm	66	55.00	3,630
Allowance for miscellaneous waterproofing, damp proofing etc.	Item	1	10,000.00	10,000
TO SUMMARY				166,585

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>7.02 Insulation</u>				
Rigid insulation to u/s of G/F slab	sm	744	30.00	22,320
Prefinished insulated metal soffits to underside of slab overhang	sm	300	300.00	90,000
Allowance for misc. insulated soffits etc.	Item	1	5,000.00	5,000
TO SUMMARY				117,320
<u>7.03 Membrane Roofing</u>				
Membrane roofing to main roof, including prefinished parapet flashing, flashing at abutments, etc. including roof overhang	sm	567	120.00	68,040
Membrane roofing at terraces, including prefinished parapet flashing, flashing at abutments, precast pavers etc.	sm	458	170.00	77,860
Membrane roofing at terraces with green roof/ soft landscaping, including prefinished parapet flashing, flashing at abutments, etc.	sm	60	370.00	22,200
Precast pavers to balconies	sm		Assumed Not Required	
Allowance for drip irrigation system for green roof	Item	1	5,000.00	5,000
Allow for miscellaneous flashing around roof penetrations, openings, abutments, etc.	Item	1	10,000.00	10,000
Allow for restoring/ repair existing roofing (retained existing church building)	sm	180	150.00	27,000
TO SUMMARY				210,100
<u>7.04 Balcony Coating</u>				
Assumed Not Required				0
TO SUMMARY				0

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7.10 Traffic Topping

Traffic topping to suspended parking floor slabs	sm	2,356	50.00	117,800
TO SUMMARY				<u>117,800</u>

7.13 Firestopping, Sealants and Caulking

Allow for miscellaneous caulking and sealants to interior and exterior	Item	1	150,000.00	150,000
Allow for fire stopping	Item	1	100,000.00	100,000
TO SUMMARY				<u>250,000</u>

DIVISION 8 - DOORS AND WINDOWS

8.01 Hollow Metal Doors

Hollow metal door and frame; installed (single leaf) - below grade	no	8	360.00	2,880
Hollow metal door and frame; installed (double leaf) - below grade	pair	5	690.00	3,450
Hollow metal door and frame; installed (single leaf) - above grade	no	97	360.00	34,920
Hollow metal door and frame; installed (double leaf) - above grade	pair	31	690.00	21,390
Insulated hollow metal door and frame, installed and painted (single leaf)	no	3	410.00	1,230
Insulated hollow metal door and frame, installed and painted (double leaf)	pair	1	800.00	800
TO SUMMARY				<u>64,670</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>8.02 Wood Doors</u>				
Wood solid core suite entry door and hollow metal frame, installed	no	266	350.00	93,100
Wood solid core suite entry door and hollow metal frame, installed (double leaf)	pair	3	670.00	2,010
Wood solid core common area/ amenity space entry door and hollow metal frame, installed	no	7	350.00	2,450
Restaurant interior doors	no	11		Assumed by others
Wood solid core amenity space entry door and hollow metal frame, installed (double leaf)	pair	3	670.00	2,010
Restaurant interior doors	pair	1		Assumed by others
Suite interior doors; including frame, installed - Allow per suite	suite	269	1,300.00	349,700
Allow for amenity area interior doors; including frame, installed	Item	1	3,000.00	3,000
TO SUMMARY				452,270
<u>8.03 Aluminum Doors</u>				
TO SUMMARY				0
<u>8.04 Special Doors</u>				
Automatic overhead door to residential parking entrance, 6,000mm wide x 3000mm high	no	1	9,000.00	9,000
TO SUMMARY				9,000

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>8.05 Finish Hardware</u>				
Supply finish hardware - H.M doors	lvs	182	325.00	59,150
Supply finish hardware - wood suite entry doors	lvs	272	350.00	95,200
Supply finish hardware - wood doors at amenity/ common area	lvs	13	300.00	3,900
Install finish hardware	lvs	467	50.00	23,350
Supply and install finish hardware - suite interior doors - Allow per suite	suite	269	750.00	201,750
Supply and install finish hardware - amenity interior doors - Allow	Item	1	2,500.00	2,500
TO SUMMARY				<u>385,850</u>

8.07 Glazed Screens and Partitions

Glass screens to elevator lobby and vestibules - below grade	sm	37	300.00	11,100
Single-leaf glazed doors, including hardware, and installation - below grade	no	4	2,500.00	10,000
Glass screens to vestibules - above grade	sm	75	300.00	22,500
Two-leaf glazed doors, including hardware, push- button auto-opener system and installation - above grade	pair	1	7,000.00	7,000
Glass screens to elevator shaft	sm	41	300.00	12,300
Glass screens/ partition to restaurant dining area	sm	343	300.00	102,900
Two-leaf glazed doors, including hardware, and installation - above grade	pair	1	4,000.00	4,000
Allow for glass screen/ partitions to amenity area	Item	1	5,000.00	5,000
TO SUMMARY				<u>174,800</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>8.08 Residential Window Wall System</u>				
Residential double glazed window wall system, including glazed and aluminum spandrel panels (L1 - L4)	sm	628	450.00	282,600
Residential double glazed window wall system, including glazed and aluminum spandrel panels (L4 - L31)	sm	4,308	350.00	1,507,800
Extra-over window for glazed two-leaf swing doors at G/F Residential entrances; including installation, hardware, and push-button auto-opener system	pair	1	6,000.00	6,000
Extra-over window for glazed two-leaf swing doors at terrace; including installation, hardware	pair	2	4,000.00	8,000
Extra-over window for glazed two-leaf swing doors at commercial entrances; including installation, hardware, and push-button auto-opener system	pair	2	6,000.00	12,000
Extra-over window for glazed two-leaf swing doors at terrace; including installation, hardware	pair	1	4,000.00	4,000
Extra-over for sliding door to balcony and terrace (included in window price)	no		0.00	Included
Metal wall panels (batt insulation, vapour barrier and drywall, m/s)	sm	5,383	350.00	1,884,050
Metal panels to parapet	sm	40	400.00	16,000
Metal panels to exterior columns	sm	43	350.00	15,050
Metal panels to existing church building above 3/F terrace (rear elevation)	sm	100	350.00	35,000
TO SUMMARY				<u>3,770,500</u>

8.09 Store Fronts

TO SUMMARY

0

The Connolly - Residential Development
96 James Street S.,
Hamilton, Ontario

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
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8.10 Curtainwall

Not Required 0

TO SUMMARY 0

8.11 Miscellaneous Glass and Glazing

Allow for glazed vision panel to hollow metal doors Item 1 25,000.00 25,000

Allowance for convex mirrors (assumed 4 per level) no 16 200.00 3,200

Privacy frosted screens/ dividers to terraces and balconies m 12 650.00 7,800

1100mm high glass balcony railing m 1,352 250.00 338,000

Tempered glass Juliet balcony guard, acid etched c/w anodized aluminum cap rail & stiles no 49 600.00 29,400

Ditto, at corner no 10 900.00 9,000

Vanity mirror to suite bathroom (per bathroom) - Assumed no 389 150.00 58,350

Vanity mirror to amenity area washrooms - Allow Item 1 2,000.00 2,000

Allowance for glazed shower enclosure/door - no 120 750.00 90,000

Allowance for misc. glass and glazing to common area and amenity area Item 1 50,000.00 50,000

TO SUMMARY 612,750

8.12 Metal Louvres

0

TO SUMMARY 0

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 9 - FINISHES</u>				
<u>9.01 Drywall</u>				
<u>Partitions</u>				
Common corridor partitions - 2 layers of drywall, metal studs, sound batts and 1 layer of drywall	sm	3,012	71.00	213,852
Demising partitions - 2 layers of drywall, metal studs, sound batts and 2 layers of drywall	sm	5,088	83.00	422,304
Common area partitions	sm	156	51.00	7,956
Partitions to restaurant area	sm	385		By others
Suite interior partitions - Allow per condo unit	unit	269	3,000.00	807,000
Allow for Amenity/ common area interior partitions	Item	1	10,000.00	10,000
Drywall, metal studs and sound batts to one side of elevator shaft walls	sm	1,904	40.00	76,160
Drywall to all sides of interior concrete columns	sm			Not Required
Drywall and metal furring to concrete block walls	sm	1,556	30.00	46,680
Drywall and metal furring to shear walls and stair shafts	sm	6,421	30.00	192,630
Drywall, metal studs, batt insulation, and vapour barrier to inner face of exterior walls	sm	6,516	50.00	325,800
Drywall, metal studs, batt insulation, and vapour barrier to inner face of existing exterior walls	sm	666	50.00	33,300
Drywall, metal studs, to existing church walls	sm	419	35.00	14,665

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>Ceilings</u>				
Drywall suspended ceiling to elevator lobbies below grade	sm	62	50.00	3,100
Drywall suspended ceilings to suite foyer, bathrooms, kitchen and laundry, common corridors, main entrance lobby, amenity area including sound batts - Allow	sm	9,700	45.00	436,500
Allow for drywall bulkheads and the like	Item	1	50,000.00	50,000
Allow for cleaning for drywall trades work	Item	1	20,000.00	20,000
TO SUMMARY				2,659,947
<u>9.02 Acoustic</u>				
ACT to restaurant area	sm	926		By others
TO SUMMARY				0
<u>9.03 Tile</u>				
<u>Floor</u>				
Ceramic floor tile to elevator lobbies below grade	sm	62	100.00	6,200
Ceramic floor tile to suite bathrooms and laundry - Allow 6m2/suite	sm	1,614	100.00	161,400
Ceramic floor tile to garbage chute rooms	sm	30	100.00	3,000
Porcelain floor tile to main entrance lobby	sm	120	150.00	18,000
Ceramic floor tile to amenity kitchen/ washroom areas - Allow	sm	20	100.00	2,000
Ceramic floor tile to Restaurant	sm	755		By Others
Ceramic floor tile to Restaurant washroom	sm	76		By Others
Ceramic floor tile to Restaurant kitchen	sm	95		By Others

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>Wall</u>				
Ceramic wall tile to kitchen backsplash, 450mm high	sm	605	100.00	60,500
Ceramic wall tile to suite bathtub/ shower surround - Allow 6m2/unit	sm	1,614	100.00	161,400
Ceramic wall tile to garbage chute rooms, 2m high assumed	sm	174	100.00	17,400
TO SUMMARY				<u>429,900</u>
<u>9.04 Stone Granite and Marble</u>				0
TO SUMMARY				<u>0</u>
<u>9.05 Wood</u>				
Laminate flooring throughout suites excluding bathroom & laundry (Level 1 to 16)	sm	11,510	75.00	863,250
TO SUMMARY				<u>863,250</u>
<u>9.06 Resilient Flooring</u>				
				0
				<u>0</u>
<u>9.07 Carpet</u>				
Carpet to concrete floor - common corridors	sm	1,248	45.00	56,160
Carpet tile to amenity area	sm	114	45.00	5,130
TO SUMMARY				<u>61,290</u>
<u>9.08 Cast / Poured or Trowelled Finishes</u>				
Not Required				0
TO SUMMARY				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>9.09 Painting and Coverings</u>				
Spray texture ceiling finish throughout suites	sm	7,771	4.00	31,084
Paint finish to drywall ceilings	sm	9,700	4.00	38,800
Allow for paint finish to garage walls, columns, soffits, etc.	Item	1	48,000.00	48,000
Allow for paint finish to suites, corridors, stairs,	suite	269	1,300.00	349,700
Allow for wall covering/ upgrade main entrance lobby wall finishes	Item	1	150,000.00	150,000
				617,584
<u>9.10 Rubber Flooring</u>				
Not Required				0
			TO SUMMARY	0
<u>DIVISION 10 - SPECIALTIES</u>				
<u>10.01 Washroom Accessories</u>				
Suite bathroom accessories - per bathroom - Allow	no	389	150.00	58,350
Curtain rod for suite bathtub	no	269	25.00	6,725
Accessories for amenity area washroom	Item	1	3,000.00	3,000
Accessories for restaurant washroom	Item			By Others
			TO SUMMARY	68,075
<u>10.02 Compartments and Cubicles</u>				
				0
			TO SUMMARY	0

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>10.09 Postal Specialties</u>				
Allow for mailboxes	no	269	75.00	20,175
TO SUMMARY				<u>20,175</u>
<u>10.10 Miscellaneous Specialties</u>				
				0
TO SUMMARY				<u>0</u>
<u>DIVISION 11 - EQUIPMENT</u>				
<u>11.01 Window Washing Equipment</u>				
Allow for window washing davit bases and anchors etc.	Item	1	75,000.00	75,000
				<u>75,000</u>
<u>11.02 Parking Control Equipment/ Parking Stacker</u>				
Parking stacker - as per Klaus Parking System	no	95	16,000.00	1,520,000
TO SUMMARY				<u>1,520,000</u>
<u>11.03 Waste Equipment</u>				
Garbage chute - Included in Mechanical				Included
Garbage compactor and tri-sorter	no	1	35,000.00	35,000
Garbage/recycle bins - Allow	no	10	1,500.00	15,000
				<u>50,000</u>
<u>11.04 Loading Dock Equipment</u>				
Not Required				0
				<u>0</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>11.05 Appliances</u>				
Stainless steel appliances, including Stainless steel Fridge, dishwasher, wall range, Cooktop and microwave with fan	set	269	4,500.00	1,210,500
White stacked washers and dryers	set	269	1,200.00	322,800
Stainless steel appliances, including stove, microwave / hood fan & refrigerator to amenity	set	1	2,600.00	2,600
				<u>1,535,900</u>
<u>11.06 Gym Equipment</u>				
Gym Equipment - Allow				Excluded
				<u>0</u>
<u>DIVISION 12 - FURNISHINGS</u>				
<u>12.01 Window Treatments</u>				
Not Required				0
				<u>0</u>
<u>12.02 Rugs & Mats</u>				
Allow for entrance vestibule foot grille	no	1	5,000.00	5,000
				<u>5,000</u>
<u>12.03 Interior Plants & Planters</u>				
Not Required				0
				<u>0</u>
<u>12.04 Lobby and Amenity Features.</u>				
Not Required				0
				<u>0</u>

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>12.05 Lobby and Amenity Furnishing</u>				
Allowance for lobby furnishing and gym				Excluded
TO SUMMARY				<u>0</u>
<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>				
<u>13.01 Isolated Floating Floor Slab</u>				
Allowance for floating floor slab to mechanical p/h floor - say	sm	150	140.00	21,000
TO SUMMARY				<u>21,000</u>
<u>13.02 Pool</u>				
Not Required				0
TO SUMMARY				<u>0</u>
<u>DIVISION 14 - CONVEYING SYSTEMS</u>				
<u>14.01 Elevators</u>				
Passenger elevator, 2500 lb capacity, 500 fpm rising from P4 Level to 31/F Level, 35 stops	no	2	450,000.00	900,000
Passenger elevator, to restaurant area rising from P1 Level to 2/F Level, 3 stops	no	1	90,000.00	90,000
Dumb waiter - restaurant G/F kitchen to 2/F	no	1	30,000.00	30,000
Allow for upgrading cab finishes	no	3	10,000.00	30,000
TO SUMMARY				<u>1,050,000</u>
<u>14.02 Escalators & Moving Walks</u>				
Not Required				
TO SUMMARY				<u>0</u>

The Connolly - Residential Development
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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 15- MECHANICAL</u>				
<u>15.01 Plumbing & Drainage</u>				
Plumbing and drainage system	units	269	13,000.00	3,497,000
TO SUMMARY				<u>3,497,000</u>
<u>15.02 Fire Protection</u>				
Fire protection	sm	24,232	26.00	630,000
TO SUMMARY				<u>630,000</u>
<u>15.03 H.V.A.C.</u>				
HVAC system - Heat pump system	units	269	11,500.00	3,094,000
Geothermal drilling	Item	1	275,000.00	275,000
TO SUMMARY				<u>3,369,000</u>
<u>15.04 Controls</u>				
Building Automation System (BAS)	Item	1	225,000.00	225,000
TO SUMMARY				<u>225,000</u>

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DESCRIPTION	UNIT	QUANTITY	RATE \$	AMOUNT \$
<u>DIVISION 16 - ELECTRICAL</u>				
<u>16.01 Service & Distribution</u>				
Allowance for services and distribution including:	units	269	4,000.00	1,076,000
- H.V Switchgear & transformer				
- Main service switchboard				
- Metering				
- Normal power distribution				
- Emergency power distribution				
- Transfer switch				
TO SUMMARY				<u>1,076,000</u>
<u>16.02 Lighting & Power</u>				
Allowance for lighting, devices including:	units	269	5,000.00	1,345,000
- Suite lighting and receptacles				
- Common area lighting and receptacles				
- Connections to mechanical equipment				
- Basement & Common area lighting & receptacles				
TO SUMMARY				<u>1,345,000</u>
<u>16.03 Systems & Ancillaries</u>				
Allowance for systems and ancillaries including	units	269	3,000.00	807,000
- Fire alarm system				
- Data and voice suite outlets (conduit/wire only)				
- Suite intercom				
- Ground floor security rough-in only				
- Lightning protection				
Allow for security system	Item	1	90,000.00	90,000
TO SUMMARY				<u>897,000</u>

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PelicanWoodcliff

ENVISION. EVALUATE. EXCEL

May 17, 2016

Mr. Luigi Santaguida
 Stanton Renaissance Limited
 210 - 93 Skyway Avenue
 Toronto, Ontario M9W 6N6

Via E-mail: luigi@stantonrenaissance.com

Dear Mr. Santaguida,

Re: **The Connolly Condominium Project**
98 James St. South, Hamilton, Ontario
Cost Planning and Project Monitoring Services

Further to your request, we are pleased to submit this proposal for cost consulting and project monitoring services on the above project.

Our understanding of the project is that it consists of a thirty one (31) storey residential condominium building with ground and second floor commercial and four levels of below grade parking. There are 259 residential units in the building and 98 parking spots using semi-automatic stackers.

1. Scope of Services and Fee

a) Cost Consulting

Prepare a construction cost estimate in a 16 division format based on the architectural drawings provided to us (no structural, mechanical and electrical drawings) with backup calculations to the extent it is practical

OR

Provide our opinion of the construction costs based on measured floor areas and overall cost per sq. ft.

b) Financing Package

Prepare a report for financing purposes. Report to include: total project budget (hard and soft costs), assumptions to each line item in the budget, project cashflow and proposed sources of funds

Fixed Fee

24 Per conversation with Donny 7/26/2011

\$10,000

~~\$10,700~~

\$2,500

\$2,500

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PelicanWoodcliff

Mr. Luigi Santaguida
Stanton Renaissance Limited
Page 3
May 17, 2016

If you are in agreement with this proposal, please provide us with a retainer in the amount of \$6,600, sign below and e-mail back a copy of the signed proposal.

We thank you for your enquiry and look forward to the opportunity of working with you on this project.

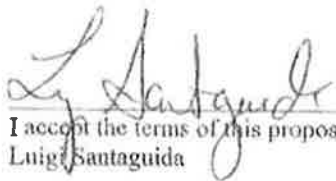
Yours very truly,

PELICAN WOODCLIFF INC.


Ronald Mandowsky
Principal

RM:rk

May 26/16
Date


I accept the terms of this proposal.
Luigi Santaguida

P | W

PelicanWoodcliff

Mr. Luigi Santaguida
 Stanton Renaissance Limited
 Page 2
 May 17, 2016

c) Project Monitoring

Preliminary Review Report and Budget Verification	\$6,000
Monthly reports and Draw Certification (per report)	\$2,400

The fixed fee quotation for the Preliminary Review Report and Budget Verification allows for a review of the Borrower's budget and confirmation of its viability based on quotations or contracts from trades.

2. Additional Services

Should you require provision of services not identified above, (such as value engineering, pricing of alternatives, etc.), the following rates will apply:

Principals	\$300.00 per hour
Associates	\$225.00 per hour
Mechanical and Electrical Quantity Surveyors	\$185.00 per hour
Senior Quantity Surveyors	\$185.00 per hour
Quantity Surveyors	\$135.00 per hour

3. Expenses and Terms of Payment

The foregoing fee quotations exclude applicable taxes and out-of-pocket expenses, which will be billed in addition.

Our invoices will be submitted upon completion of the estimate and each subsequent report and are payable within 30 days. In the meantime, should you have any queries regarding this proposal, or require any additional information from us, please do not hesitate to contact the undersigned.

Appendix “Z”

7-16-0134



June 12, 2019

TO: Terraprobe Inc.
11 Indell Lane
Brampton ON, L6T 3Y3

RE: Notice to Potential Unsecured Creditor

On June 22, 2017, the Superior Court of Justice (Commercial List) (the "Court") appointed msi Spergel Inc. as receiver (the "Receiver") of all the assets, undertakings and properties of 2203284 Ontario Inc. ("220"), including the lands municipally known as 98 James Street South, Hamilton, Ontario, upon which 220 was to develop the condominium project known as "The Connolly".

On June 6, 2019, the Court granted a further order in respect of the claims of 220's unsecured creditors. A copy of the order may be accessed online at <http://www.spergelcorporate.ca/active-files-list/2203284-ontario-inc/>

If you have an unsecured claim against 220, you are requested to submit a Proof of Claim, a blank copy of which is attached, as soon as possible and **no later than 5:00 PM (Toronto Time), August 16, 2019** (the "Claims Bar Date"), in accordance with the order. The Receiver's contact information is below:

msi Spergel Inc., Court appointed receiver of 2203284 Ontario Inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8
Fax No.: 416-494-7199
Email: Theconnolly@spergel.ca

If you are a creditor with an unsecured claim and do not submit a Proof of Claim by the Claims Bar Date, your claim will be forever barred and extinguished.

After receipt and review of the Proofs of Claim, the Receiver will be making a recommendation to the Court, on notice to all those who have submitted Proofs of Claim, as to any payments to be made to unsecured creditors.

If you have any questions or concerns, please do not hesitate to contact the Receiver attention: Frieda Kanaris at (416) 498-4309.

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT: Terraprobe Inc.

FULL MAILING ADDRESS OF CLAIMANT: 11 Indell Lane
Brampton, ON
L6T 3Y3

TELEPHONE NO. OF CLAIMANT: 905-796-2650

FACSIMILE NO. OF THE CLAIMANT: 905-796-2250

EMAIL ADDRESS OF CLAIMANT: lpayne@terraprobe.ca

ATTENTION (CONTACT PERSON): Lorna Payne

2. AMOUNT AND TYPE OF CLAIM

Invoices for engineering services \$ 31,828.16

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
CAD.	\$ 31,828.16
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND COPIES OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS, ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

4. CERTIFICATION**I HEREBY CERTIFY THAT:**

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

CLAIMANT: 

SIGNATURE

WITNESS: 

SIGNATURE

PRINT NAME: Patrick CannonPRINT NAME: Lorna PayneTITLE: PrincipalDATED AT: Brampton ON

THIS 18

DAY OF

June

2019

Statement

Terraprobe
 11 INDELL LANE
 BRAMPTON, ON L6T 3Y3
 (905) 796-2650

22032284 ONTARIO INC.
 C/O STANTON RENAISSANCE
 93 SKYWAY AVENUE
 UNIT 210
 TORONTO, ON M9W 6N6

Statement date: 6/18/2019

	Invoice Number	Invoice Date	Receipt	Receipt Date	Receipt Method	Amount
22032284 ONTARIO INC.						
7-16-0134 98 JAMES STREET, HAMILTON						
	85865	11/25/2016				5,085.00
			0592	5/23/2017	Check	-1,000.00
					Invoice Total	4,085.00
	85332	11/26/2016				27,743.16
					Client Outstanding	31,828.16

22032284 ONTARIO INC.						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
31,828.16	0.00	0.00	0.00	0.00	31,828.16	0.00

Appendix “AA”

SCHEDULE "A"

PROOF OF CLAIM FORM

FOR UNSECURED CLAIMS AGAINST 2203284 ONTARIO INC.

NOTE: CLAIMANTS ARE STRONGLY ENCOURAGED TO COMPLETE AND SUBMIT THEIR PROOF OF CLAIM BY SENDING IT AS SOON AS POSSIBLE TO THECONNOLLY@SPERGEL.CA

ALL OF THE INFORMATION BELOW IS REQUIRED IN ORDER TO PROCESS YOUR CLAIM.

1. PARTICULARS OF CLAIMANT

FULL LEGAL NAME OF CLAIMANT: TARION WARRANTY CORPORATION

FULL MAILING ADDRESS OF CLAIMANT: 5160 YONGE STREET, TORONTO, ONTARIO, M2N 6L9
ATTENTION: ODETTE FARIA
WITH A COPY TO: TORYS LLP, 79 WELLINGTON STREET WEST, SUITE 3000, BOX 270, TD CENTRE,
TORONTO, ONTARIO, M5K 1N2 ATTENTION: ADAM M. SLAVENS

TELEPHONE NO. OF CLAIMANT: (416) 229-3866

FACSIMILE NO. OF THE CLAIMANT: N/A

EMAIL ADDRESS OF CLAIMANT: ODETTE.FARIA@TARION.COM
WITH A COPY TO: ASLAVENS@TORYS.COM

ATTENTION (CONTACT PERSON): ODETTE FARIA

2. AMOUNT AND TYPE OF CLAIM

THE DEBTOR WAS AND STILL IS INDEBTED TO THE CLAIMANT AS FOLLOWS:

CURRENCY:	AMOUNT OF CLAIM
CAD	\$ 85,154.31, AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "A"
	\$
	\$
	\$

3. DOCUMENTATION

PROVIDE ALL PARTICULARS OF THE CLAIM AND SUPPORTING DOCUMENTATION, INCLUDING AMOUNT, AND DESCRIPTION OF TRANSACTION(S) OR AGREEMENT(S), OR LEGAL BREACH(ES) GIVING RISE TO THE CLAIM, INCLUDING ANY CLAIMS ASSIGNMENTS/TRANSFER AGREEMENT OR SIMILAR DOCUMENT, IF APPLICABLE, AND AMOUNT OF INVOICES, PARTICULARS OF ALL CREDITS, DISCOUNTS,

ETC. CLAIMED, DESCRIPTION OF THE SECURITY, IF ANY, GRANTED BY THE AFFECTED DEBTOR TO THE CLAIMANT AND ESTIMATED VALUE OF SUCH SECURITY.

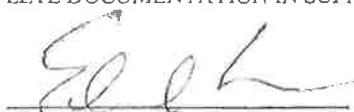
SEE SCHEDULE "A"

4. CERTIFICATION

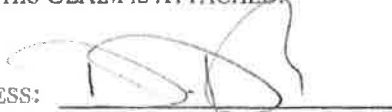
I HEREBY CERTIFY THAT:

- (a) I AM A CLAIMANT OR AUTHORIZED REPRESENTATIVE OF THE CLAIMANT;
- (b) I HAVE KNOWLEDGE OF ALL OF THE CIRCUMSTANCES CONNECTED WITH THIS CLAIM;
- (c) THE CLAIMANT ASSERTS THIS CLAIM AGAINST THE DEBTOR AS SET OUT ABOVE; AND
- (d) COMPLETE DOCUMENTATION IN SUPPORT OF THIS CLAIM IS ATTACHED.

SIGNATURE:



WITNESS:



SIGNATURE

NAME: EDMOND LEE

NAME:



PRINTED

TITLE VICE-PRESIDENT & CHIEF FINANCIAL OFFICER

DATED AT: TORONTO

THIS 14th DAY OF

AUGUST

2019

**SCHEDULE "A" TO THE
PROOF OF CLAIM OF
TARION WARRANTY CORPORATION**

A. Background

1. On June 22, 2017, msi Spergel Inc. ("Spergel") was appointed as receiver (Spergel, in such capacity, the "Receiver") of all of the assets, undertakings and properties of 2203284 Ontario Inc. (the "Debtor") pursuant to an order of the Ontario Superior Court of Justice (the "Court").
2. On June 6, 2019, the Receiver sought and obtained from the Court an order establishing an unsecured claims procedure in respect of certain claims against the Debtor (the "Claims Procedure Order").
3. Tarion Warranty Corporation ("Tarion") files this Proof of Claim pursuant to the Claims Procedure Order. The Debtor is indebted and/or liable to Tarion for certain amounts, described more fully below.

B. Summary of the Claimants' Claims

4. The Claimants' claims are as follows:

	<i>Claim</i>	<i>Amount</i>
(i)	Liquidated Legal Costs Claim (as defined below)	\$70,154.31
(ii)	Contingent Legal Costs Claim (as defined below)	\$15,000.00

5. The amounts of certain of Tarion's claims against the Debtor are, in part, contingent and unliquidated as of the date of this Proof of Claim. The amounts provided in the table above are for summary purposes only (and in some cases include estimates) and may be subject to further adjustment and revision.

C. Tarion Warranty Corporation

6. Tarion is a private, not-for-profit corporation established in 1976 to protect the rights of new home purchasers and regulate new home builders and vendors in Ontario. Tarion administers the *Ontario New Home Warranties Plan Act*¹ (the "Warranties Act") that sets out the warranty protection to which new home purchasers and owners are entitled in Ontario, as well as the scheme for the administration of same. Tarion receives no government funding and is financed entirely by fees collected for builder registration and

¹ R.S.O. 1990, c. O. 31 [*Warranties Act*].

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renewal and new home enrolments. Tarion's role and mandate are well-known in the construction industry. Tarion's mandate is to:

- (a) license new home builders and vendors;
 - (b) ensure builders and vendors abide by the Warranties Act;
 - (c) help educate new home buyers about their warranty rights;
 - (d) protect consumers when builders fail to fulfill their warranty obligations;
 - (e) receive and assess warranty claims and resolve disputes about warranty coverage;
 - (f) investigate illegal building practices; and
 - (g) promote high standards of new home construction.²
7. Accordingly, Tarion plays a central regulatory role in the Province of Ontario with respect to the provision of warranty protection to new home purchasers. Tarion currently has approximately 370,000 homes under warranty, with 40,000 to 50,000 new home possessions each year.
8. The Ontario government, through the Ministry of Governmental and Consumer Services, has empowered Tarion to administer and enforce the Warranties Act and the regulations made thereunder. Pursuant to the Warranties Act³ and Ontario Regulation 273/04⁴, Tarion has been designated as the "Corporation" for the purposes of the Warranties Act, and its objects, in such capacity, include:
- (a) the administration of the Ontario New Home Warranties Plan, which sets out the warranty protection that new home purchasers are entitled to in Ontario;
 - (b) the establishment and administration of a guarantee fund providing for the payment of compensation under the Act;
 - (c) assisting in the conciliation of disputes between vendors and owners; and
 - (d) engaging in undertakings for the purpose of improving communications between vendors and owners.⁵

² *Warranties Act*, section 2(2).

³ *Warranties Act*, section 2(1).

⁴ O. Reg. 273/04, s. 1.

⁵ *Warranties Act*, section 2(2).

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D. The Debtor

9. As discussed in greater detail below, the Debtor was a registered vendor with Tarion. Its registration permitted it to build and vend certain units that comprise the residential condominium project that was known as "The Connolly" (the "Project").

E. Security Held by Tarion

10. In connection with the Debtor's registration and the Project, Tarion was initially provided with Tarion Warranty Corporation Bond No. TM5120099 in the amount of \$5,180,000.00 (the "Tarion Bond"). On June 6, 2019, the Court approved a procedure in connection with the payment, holding, administration and release of certain cash collateral (the "Tarion Cash Collateral", and the order approving such procedure, the "Tarion Cash Collateral Procedure Order") that Tarion received in lieu of continuing to hold the Tarion Bond. The claims described in this Proof of Claim are distinct from the Tarion Cash Collateral Claims (as such term is defined in the Tarion Cash Collateral Procedure Order) that may be claimed by Tarion against the Tarion Cash Collateral pursuant to the Tarion Cash Collateral Procedure Order. Notwithstanding the filing by Tarion of this Proof of Claim, Tarion reserves all of its rights pursuant to the Cash Collateral Procedure Order.

F. Statutory and Contractual Obligations of the Debtor

11. The Debtor is liable to Tarion both statutorily and contractually for monies that Tarion paid out, or will pay out, as the case may be, of the guarantee fund established under the Warranties Act. The monies were paid, or will be required to be paid, as the case may be, and as required by law, as compensation in respect of warranty claims and other claims made to Tarion relating to homes constructed and sold by or on behalf of the Debtor.
12. Tarion's claims against the Debtor may include amounts in respect of both liquidated and contingent compensation paid to homeowners in respect of warranty claims and other claims, administration fees, interest at the contractually and statutorily prescribed rate of 18% per year, and legal and other costs.

Statutory Obligations of the Debtor

13. The Warranties Act provides consumer protection for owners of new homes and a regulatory framework for new home vendors and builders in Ontario. The terms "vendor", "builder", "owner" and "home" are defined in the Warranties Act. The Warranties Act statutorily imposes certain mandatory warranties on new home vendors and governs compensation payments made by Tarion to owners whose vendors do not honour their mandatory warranties. On the regulatory side, the Warranties Act sets out a mandatory licensing scheme for builders and vendors of new homes.
14. Section 13(1) of the Warranties Act sets out certain warranty obligations of vendors to owners of new homes. By virtue of section 14(3) of the Warranties Act, where an owner has a cause of action against the vendor for damages resulting from a breach of warranty,

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that owner is entitled to be paid by Tarion the amount of such damage subject to such limits fixed by the Regulations under the Warranties Act.

15. Once a statutory warranty breach is established, the vendor is afforded an opportunity to resolve the breach. If the vendor is unwilling or unable to do so, Tarion will arrange to compensate the owner directly, either by payment out of the guarantee fund maintained for that purpose or by effecting repairs.
16. The Regulation governing vendor and builder registration under the Warranties Act more specifically provides that, as a term and condition of its registration under the Warranties Act, each registrant agree to the same requirements, namely:
 - (a) to indemnify and save harmless Tarion fully for all losses and costs (including legal costs) that Tarion suffers by reason of the registrant's failure to perform obligations imposed under the Ontario New Home Warranties Plan and under any agreement made with Tarion in respect of the Plan;⁶
 - (b) to pay an administration fee to Tarion equal to 15% of any amount paid out of the guarantee fund in payment of claims in respect of the registrant;⁷ and
 - (c) to pay to Tarion interest at the rate of 18% per year on all amounts that the registrant owes to Tarion.⁸
17. As a vendor registered under the Warranties Act, the Debtor is required to comply with these statutory terms and conditions.
18. Pursuant to section 5 and Schedule A of the Warranties Act, R.R.O. 1990, Regulation 892 (the "Regulation") and Builder Bulletin 10, if the vendor breaches a statutory warranty and Tarion assesses the conciliation as chargeable to the vendor, the vendor is required to pay to Tarion a fee of \$1,000.00, plus HST.
19. As well, by virtue of section 13(1) of the Regulation, Tarion is subrogated to all rights of recovery of a person to whom payment for a claim has been made out of the guarantee fund and may bring an action in its own name against any other person against whom the action lies in respect of such rights of recovery.
20. The Debtor, therefore, is statutorily liable to pay Tarion chargeable conciliation fees and to indemnify Tarion for the amounts Tarion paid out of the guarantee fund, plus interest, administration fees, legal costs and other costs, in respect of its obligations, as more particularly described below.

⁶ *Warranties Act*; R.R.O. 1990, Regulation 892 [Regulation], sections 1.3.1 and 1.4.

⁷ *Regulation*, section 1.4.1.

⁸ *Regulation*, section 1.4.2.

Contractual Obligations of the Debtor

21. Tarion has a direct contractual right to indemnification by a vendor who breaches a statutory warranty under the Warranties Act. Tarion enters into a Vendor Agreement with each vendor registered under the Warranties Act. The Vendor Agreement contains provisions in which the vendor agrees to, among other things, comply with the statutory warranties and to indemnify and save Tarion harmless from all liabilities (including Tarion's full legal costs) arising from the vendor's failure to meet its obligations under the Warranties Act and Regulation, any agreements with Tarion, and the Builder Bulletins issued by Tarion.
22. In particular, section 2.1 of the Vendor Agreement states:

The Registrant shall diligently perform the obligations heretofore or hereafter imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins and shall indemnify and save Tarion harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of) any non-performance or inadequate performance of such obligations, in whole or in part, at the times, (and in the manner) as may be provided or contemplated by the Act, the Regulations, this Agreement and/or the Bulletins, provided written notice of a claim against the Registrant, or relating to any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant) has been given to ONHWP within the relevant warranty period(s).
23. The Vendor Agreement provides that the vendor shall also pay to Tarion:
 - (a) an administration fee of 15% of any amount paid out by Tarion to a purchaser, owner or third party contractor/consultant in respect of the vendor's obligations (see: section 2.7); and
 - (b) interest on amounts owed to Tarion at the rate of 18% per year (see: section 2.8).
24. As part of its registration under the Warranties Act, the Debtor entered into a Vendor Agreement with Tarion. The Debtor, therefore, is contractually liable to indemnify Tarion for the amounts Tarion paid out of the guarantee fund, plus interest, the administration fee and legal costs and other costs, in respect of its obligations, as more particularly described below.
25. As part of its registration under the Warranties Act, the Debtor also entered into a Builder Agreement with Tarion. Like the Vendor Agreement, the Builder Agreement contains provisions in which the builder agrees to, among other things, comply with the statutory warranties and to indemnify and save Tarion harmless from all liabilities (including Tarion's full legal costs) arising from the builder's failure to meet its obligations under the Warranties Act and Regulation, any agreements with Tarion, and the Builder Bulletins issued by Tarion.
26. Copies of the Vendor Agreement and Builder Agreement are attached as Exhibit "A" hereto.

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G. Description of Tarion's Claims

Liquidated Legal Costs Claim

27. Pursuant to the Warranties Act, the Regulation and the contractual agreements between Tarion and the Debtor, the Debtor, as a Tarion registrant, is required to reimburse Tarion for legal costs, among other costs, incurred by Tarion resulting from (or arising out of) any non-performance or inadequate performance of the Debtor's obligations as a registrant (all claims of Tarion against the Debtor in respect thereof, collectively, the "Liquidated Legal Costs Claim").
28. To date, Tarion has incurred legal costs in the approximate amount of \$70,154.31.⁹ Accordingly, Tarion asserts against the Debtor the Liquidated Legal Costs Claim.

Contingent Legal Costs Claim

29. Tarion expects to continue to incur legal costs in connection with the matters described herein, which costs are reimbursable by the Debtor to Tarion (all claims of Tarion against the Debtor in respect thereof, collectively, the "Contingent Legal Costs Claim").
30. The amounts yet to be liquidated, paid, or incurred, based upon contingent claims in respect of legal costs in connection with such matters are estimated at \$15,000.00.¹⁰ Accordingly, Tarion asserts against the Debtor the Contingent Legal Costs Claim.

Additional Information

31. Tarion is authorized to file this Proof of Claim. The signatory of this Proof of Claim, Edmond Lee, is Vice-President & Chief Financial Officer of Tarion, and is authorized to sign and file this Proof of Claim.
32. Tarion reserves its rights to amend, clarify, modify, update and/or supplement this Proof of Claim at any time and in any respect, including, without limitation to assert additional claims or additional grounds for its claims, to specify the amount of any contingent, unmatured or unliquidated claims as they become non-contingent, matured and/or liquidated and/or to re-characterize its claims or any portion thereof; and to file additional and/or amended proofs of claim at any time and in any respect.
33. Tarion also reserves any and all setoff rights that it may have against the Debtor including, but not limited to, setoff against any pre-filing or post-filing claims of the Debtor.

⁹ This amount includes invoiced amounts of \$66,654.31 as at July 9, 2019, and a WIP amount of approximately \$3,500.00 as at August 15, 2019. Copies of redacted invoices can be provided upon request.

¹⁰ This amount assumes that there will be no litigation in respect of the claims described in this Proof of Claim. Should there be any such litigation, then this claim amount will increase correspondingly.

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34. Tarion reserves its rights to attach or bring forth additional documents supporting the Claims and additional documents that may become available after further investigation and discovery.
35. To the extent that Tarion has or may have a right to subrogation or any other equitable claim under common law against the Debtor, Tarion expressly preserves such rights.
36. By filing this Proof of Claim, Tarion does not waive, and specifically preserves, its procedural and substantive defences to any claim that may be asserted against it by the Debtor, by any trustee of their estates, or by any other party or group.
37. The filing of this Proof of Claim shall not constitute: (a) a waiver or release of the rights of Tarion against the Debtor or any other person or property; (b) a waiver by Tarion of its right to contest the jurisdiction of the Court with respect to the subject matter of the Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Tarion; or (c) an election of remedies or choice of law.
38. This Proof of Claim shall not be deemed to be a waiver of the rights of Tarion to: (a) arbitrate existing or future claims or disputes; or (b) any other rights, claims, actions, or set-offs to which Tarion is or may be entitled, in law or in equity, all of which rights, claims, actions, defences, set-offs Tarion expressly reserves, whether or not such claims are expressly set out herein.
39. To the extent that: (a) Tarion allegedly may be jointly liable with the Debtor to an entity or person that does not file a timely proof of claim in this case; and (b) Tarion's claims for indemnification with respect to such liability to such entity or person is disallowed, then Tarion makes this Proof of Claim on behalf of all such entities and persons who have claims of the kind described herein.
40. Tarion has filed this Proof of Claim to protect Tarion from forfeiture of its claim(s) against the Debtor. Tarion has filed this Proof of Claim only with respect to claims arising out of the transactions and matters described herein. Tarion may file additional proofs of claim against the Debtor and its affiliates, as the case may be, with respect to claims arising out of other transactions or matters. In addition, Tarion may file proofs of claim against the Debtor and its affiliates, as the case may be, who have guaranteed, or are otherwise obligated with respect to, the claims covered hereby.
41. By this Proof of Claim, Tarion does not admit liability arising out of or in any way related to the claims asserted herein, and Tarion further denies that any damages or losses were caused by its conduct rather than the conduct of other parties or events. Nonetheless, because certain parties are seeking or may in the future seek damages and/or other recovery from Tarion on claims asserted herein, such amounts have been included in this Proof of Claim for the purpose of preserving Tarion's claim rights and for the purpose of this Proof of Claim.

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42. All notices regarding this Proof of Claim should be sent to:

- (a) Tarion Warranty Corporation, 5160 Yonge Street, Toronto, Ontario, M2N 6L9,
Tel: (416) 229 -3866, Email: odette.faria@tarion.com, Attention: Odette Faria;
and
- (b) Torys LLP, 79 Wellington Street West, Suite 3000, Box 270, TD Centre, Toronto,
Ontario, M5K 1N2, Tel: (416) 865.0040, Fax: (416) 865-7380, Email:
aslavens@torys.com, Attention: Adam M. Slavens.

EXHIBIT "A"

Vendor Agreement and Builder Agreement

THIS AGREEMENT made the 20th day of May, 2014.

BETWEEN: 2203284 Ontario Inc.
(Print the exact legal name of the Vendor)

of the City of Toronto in the Province of Ontario

(hereinafter referred to as the "Registrant");

Tarion Warranty Corporation, a private, non-profit corporation,
incorporated without share capital pursuant to the laws of the Province of
Ontario

(hereinafter referred to as "Tarion")

VENDOR AGREEMENT

WHEREAS:

1. Tarion is a private, non-profit corporation designated by the Lieutenant Governor in Council to administer the *Ontario New Home Warranties Plan Act*, as amended from time to time (the "Act");
2. the Registrant applied to Tarion for registration as a vendor under the Act;
3. Tarion grants registration conditional upon the Registrant executing this Vendor Agreement (the "Agreement"), which Agreement deals with the Registrant's rights and obligations as a vendor under the Act, the regulations enacted thereunder, as amended from time to time (the "Regulations") and all applicable builder bulletins issued by Tarion from time to time (the "Bulletins");

NOW THEREFORE IN CONSIDERATION OF the registration of the Registrant under the Act, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), Tarion and the Registrant hereby confirm the veracity of the foregoing recitals and that same comprise an integral part of this Agreement, and agree with each other as follows:

VENDOR AGREEMENT

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ARTICLE 1.0 – APPLICATION AND REGISTRATION

- | | | |
|---|-----|---|
| Authority of the Registrant to enter into the Agreement | 1.1 | The Registrant represents and warrants to Taron that the Registrant has full capacity, power and authority to enter into this Agreement, holds all necessary licenses and permits required to carry on the business of selling homes in the Province of Ontario and, if a corporation, is a duly organized and validly subsisting corporation under the laws of the Province of Ontario (or alternatively is a duly organized and validly subsisting extra-provincial corporation or federal corporation, and licensed to carry on business in the Province of Ontario). |
| Commitment to true and accurate disclosure | 1.2 | The Registrant further represents and warrants to Taron that the information set forth in the application for registration of the Registrant under the Act, and in other documents furnished by the Registrant to Taron in connection with such application, is true and correct in all material respects and does not omit to communicate any fact, circumstance or information that may have a material adverse impact on the Registrant's ability to fulfill its obligations under this Agreement, or that may reasonably have a material affect on the risk assessment undertaken (or to be undertaken), in connection with the registration (or continued registration) of the Registrant under the Act. |
| Commitment to submission of security, financial information and other documentation | 1.3 | The Registrant shall, upon the request of Taron and at the expense of the Registrant, furnish Taron with such guarantees, indemnities, surety bonds, letters of credit, deposit trust agreements, undertakings, collateral charges and/or other security instruments as Taron may reasonably require in accordance with the Act and the Regulations, together with statements of personal net worth, bank statements, drivers' licenses, birth certificates, articles of incorporation, sample signatures, corporate by-laws, financial statements, and/or such other documentation, records and security as Taron may reasonably require for the purpose of initial registration, renewal of registration and/or securing the obligations imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins. Between renewal dates, Taron shall not require additional documentation or security from or on behalf of the Registrant, unless Taron reasonably believes that intervening circumstances have arisen which may impair the Registrant's ability to sell homes and/or carry out any requisite after sales service and warranty work. |
| Use of credit information | 1.4 | The Registrant hereby authorizes Taron to procure and utilize, from time to time, credit information in respect of the Registrant, and agrees that no action, claim or other proceeding shall be instituted or pursued against Taron in respect of any damages incurred by the Registrant thereby, provided such credit information is not disclosed to any third party, except for credit reporting agencies to whom Taron owes a duty of disclosure, and |

VENDOR AGREEMENT

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Taron 2014-01

except as otherwise required by law.

Vendor's ongoing disclosure obligation	1.5	The Registrant shall be obliged to communicate to Taron any fact, circumstance or information that may have a material adverse impact on the Registrant's ability to sell homes and/or carry out any requisite after sales service and warranty work.
Taron's disclosure obligation	1.6	Taron agrees to advise the Registrant, in writing, of all notices of claims or potential claims that Taron receives from any purchaser(s) or homeowner(s) relating to any home(s) in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant). Taron also agrees to provide the Registrant with a reasonable opportunity (as may be specified by the Act, and/or the Regulations from time to time) to rectify or remedy any warrantable work or financial loss claim(s) prior to Taron initiating any enforcement proceedings or remedial work.
Termination of the Registrant's obligations	1.7	<p>This Agreement, and all obligations of the Registrant hereunder may not be unilaterally terminated by the Registrant, but rather, shall remain in full force and effect and continue to bind the Registrant, notwithstanding any expiry or revocation of the registration of the Registrant under the Act and notwithstanding any amendment, alteration or modification of the Act or the Regulations, until the earlier of the date that:</p> <ul style="list-style-type: none"> (i) all obligations and liabilities of the Registrant to Taron have been fulfilled or complied with; or (ii) all applicable warranty or limitation periods have expired, with no claims having been filed with Taron prior thereto; <p>relating to any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant).</p>
Consent to transfer or assign the registration	1.8	The registration of the Registrant under the Act is not transferable or assignable by the Registrant, whether by way of power of attorney, sale, amalgamation or otherwise, without the prior written consent of Taron.
No unauthorized use of the registration number	1.9	The Registrant shall not permit the use of the Registrant's registration number by any other party, and without limiting the generality of the foregoing, the Registrant shall immediately report the use of the Registrant's registration number by any other party to Taron upon becoming aware of same.
Designation as "Registered Vendor"	1.10	During the term of the registration of the Registrant under the Act, the Registrant shall be entitled to hold itself out as a "Registered Vendor".

ARTICLE 2.0 – LIABILITY AND INDEMNITY

Warranty obligations during the warranty periods	2.1	The Registrant shall diligently perform the obligations heretofore or hereafter imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins and shall indemnify and save Taron harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Taron resulting from (or arising out of) any non-performance or inadequate performance of such obligations, in whole or in part, at the times, (and in the manner) as may be provided or contemplated by the Act, the Regulations, this Agreement and/or the Bulletins, provided written notice of a claim against the Registrant, or relating to any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant) has been given to Taron within the relevant warranty period(s).
Obligations for financial losses of purchasers	2.2	The Registrant shall diligently perform the obligations of the Registrant under each purchase agreement heretofore or hereafter entered into by the Registrant relating to any home in respect of which the Registrant acted as Vendor (or that was enrolled by the Registrant). In the event of the failure of the Registrant to perform such obligations, the Registrant shall pay to each purchaser who has made a written claim to Taron (in respect of his or her purchase agreement with the Registrant) prior to the expiration of the applicable limitation period, the amount of the financial loss suffered by such purchaser plus, in the case of a condominium unit, deposit interest which is owing by the Registrant to the purchaser pursuant to the <i>Condominium Act</i> , and shall indemnify and save Taron harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Taron resulting from (or arising out of) any non-payment of such financial loss amount and interest.
Obligations of Registrant and Taron for major structural defects	2.3	Without limiting the obligations of the Registrant to Taron arising under 2.1 and 2.2 hereof, it is understood and agreed that the Registrant shall indemnify and save Taron harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Taron resulting from (or arising out of) any major structural defect in any home in respect of which the Registrant acted as Vendor (or that was enrolled by the Registrant), all in accordance with the Act and Regulations.
Enforcement of obligations	2.4	Taron shall not be obliged to proceed against the builder of any home in respect of which the Registrant acted as Vendor (or that was enrolled by the Registrant), prior to proceeding to enforce the obligations of the Registrant under this Agreement.
Vendor obligation to retain Registered Builder	2.5	Where the Registrant does not build homes in the ordinary course

VENDOR AGREEMENT

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of the Registrant's business, the Registrant shall at all times maintain in full force and effect an agreement with a builder registered under the Act who does build homes in the ordinary course of its business, whereby such builder agrees to diligently perform the work required to fulfill each and every obligation imposed upon the Registrant by the Act, the Regulations, this Agreement and any Bulletins, in respect of the construction of such home (and completion items) for which the builder has received payment and to maintain its agreement with Tarion to indemnify and save Tarion harmless from and against all losses, claims, costs, damages and/or liabilities heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of) any non-performance or non-fulfillment of such obligations, in whole or in part. The Registrant shall provide Tarion with a copy of such agreement upon applying for registration under the Act, and shall forthwith advise Tarion should such agreement be terminated, substantially modified or replaced with a similar agreement with another builder.

Preservation of rights and
claims against others

2.6

The Registrant shall preserve all assignable rights and claims that the Registrant may have against manufacturers, suppliers, vendors, builders, contractors, sub-contractors and others in respect of any major structural or other construction defect(s), or with respect to any contravention of the Ontario Building Code, relating to any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant), and in those circumstances where the Registrant is not diligently enforcing or pursuing such rights and claims, and to the extent permitted by law, the Registrant shall, forthwith upon the request of Tarion, assign and transfer all such rights and claims to and in favour of Tarion, and shall execute and deliver such assignments and other instruments and do such acts and things as Tarion may reasonably require in order to enable Tarion to prosecute and enforce such rights and claims as fully and effectually as the same could be prosecuted and enforced by the Registrant.

Administration fee

2.7

The Registrant shall pay to Tarion an administration fee equivalent to fifteen (15%) per cent (or such other per cent as may be stipulated from time to time by the Regulations) of each amount paid out by Tarion to any purchaser(s), homeowner(s) or third party contractor(s)/consultant(s) in respect of the obligations imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins.

Interest on debt

2.8

The Registrant shall pay to Tarion interest on any amounts owed to Tarion by the Registrant by virtue of the Act, the Regulations, this Agreement and/or the Bulletins, which interest shall accrue at the rate of eighteen (18%) per cent per annum, calculated annually, not in advance (or such other interest rate as may be stipulated from time to time by the Regulations) and accruing from and after the

respective date(s) that any amount(s) is/are so due or owing to Tarion, to and until the date that all such amounts (together with all interest accrued thereon as aforesaid) have been fully paid or remitted to Tarion.

Binding nature of the Agreement

2.9

This Agreement shall extend and enure to the benefit of the successors and assigns of Tarion and shall be binding upon the Registrant and the heirs, estate trustees, legal representatives, successors and permitted assigns of the Registrant.

ARTICLE 3.0 – ONGOING TERMS AND CONDITIONS OF REGISTRATION

Access to inspect and copy relevant books and records

3.1

Upon reasonable prior notice the Registrant shall allow Tarion free access, during normal business hours, to inspect (and make copies of all relevant portions of) the Registrant's books and records relating to the construction and/or sale of any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant), to ensure compliance with the Act, the Regulations, this Agreement and/or the Bulletins.

Provision of documents

3.2

The Registrant shall, at the Registrant's expense and upon the request of Tarion, furnish to Tarion copies of all purchase agreements, construction contracts, insurance contracts, construction reports and such other documents relating to any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant), and which are in the Registrant's possession or control, as Tarion may reasonably require from time to time.

Limits on selling or collecting deposits

3.3

The Registrant shall not sell and/or collect deposits on homes sold exceeding the maximum number of homes (if any) permitted to be sold by Tarion, without obtaining the prior written consent of Tarion thereto.

Written notice in advance of inspections

3.4

The Registrant shall provide to Tarion written notice of the completion of any stage of construction of any homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant), as specified by Tarion as a condition of the registration of the Registrant, in order to allow for whatever inspections Tarion may wish to have carried out with respect to same.

Obligation for annual renewal of registration

3.5

The Registrant shall annually apply for the renewal of its registration under the Act and shall pay the renewal fee as prescribed from time to time by Tarion, notwithstanding the delivery or non delivery to the Registrant of the prescribed renewal application form.

Provision of documents prior to selling condominium units

3.6

Without limiting the obligations of the Registrant to Tarion arising under section 1.3 hereof, the Registrant shall, prior to selling any

VENDOR AGREEMENT

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Tarion 3614-01

Exclusion of reservation agreements		units in a condominium project, furnish to Taron such documentation, agreements and security as Taron may require in order to secure the performance and fulfillment of the Registrant's obligations and liabilities to Taron arising under the Act, the Regulations, this Agreement and/or the Bulletins provided, however, that no security shall be required to be posted or given to Taron by the Registrant in respect of reservation agreements only.
Delivery of deposit receipt to Registrant	3.7	Following the enrolment of the common elements of a condominium project in respect of which the Registrant acted as Vendor (or that was enrolled by the Registrant), and the provision of any required security acceptable to Taron in connection therewith, Taron shall furnish the Registrant with a deposit receipt for every dwelling unit for which deposit security has been provided.
Delivery of Certificate of Completion and Possession to owners and Taron	3.8	The Registrant shall properly complete, execute and deliver to the owner of each home, in respect of which the Registrant acted as Vendor, a Certificate of Completion and Possession in the form provided from time to time by Taron, setting forth the date upon which the home is completed for possession, and shall furnish Taron with a copy of same within fifteen (15) days after said date.
Delivery of duplicate registered declaration of condominium project to Taron	3.9	In the case of a condominium project developed and/or registered by the Registrant, the Registrant shall forward a copy of the duplicate registered condominium declaration to Taron within fifteen (15) days after the registration of such declaration.
Compliance with Builder Bulletins	3.10	The Registrant shall diligently comply with the provisions of the Bulletins, issued by Taron from time to time in accordance with the Act and the Regulations, where applicable to the Registrant, provided Taron has given the Registrant reasonable prior notice of the provisions of the Bulletins. Taron confirms and agrees that any Bulletins issued shall not have retroactive effect with respect to any home(s) under construction as at their respective issue dates, unless otherwise required pursuant to any applicable judicial ruling or statutory provision.
Notification of business changes to Taron	3.11	The Registrant shall notify Taron in writing of any change in the mailing address or facsimile number of the Registrant, any change in the members of (or partners in) the Registrant, and/or any change in the officers, directors or shareholders of the outstanding voting shares of the Registrant, within fifteen (15) days after the date of any such change.
Inclusion of addendum in purchase agreements	3.12	The Registrant shall include in each purchase agreement entered into by the Registrant, relating to any home in respect of which the Registrant acted as Vendor (or that was enrolled by the Registrant), all addenda prescribed by Taron, from time to time, provided Taron has given reasonable prior notice of same to the Registrant.

- Term and condition of registration 3.13 Compliance with the provisions of this Agreement shall form a term and condition of the registration of the Registrant under the Act.

ARTICLE 4.0 – ADMINISTRATIVE MATTERS

- 4.1 *Reserved*
- Notice by Registrant or Tarion 4.2 Any notice desired or required to be given by either of the parties hereto to the other shall be conclusively deemed to have been sufficiently given if delivered by ordinary mail, hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the fifth business day after any such notice has been mailed/posted, or on the day that same has been delivered by hand/courier or telefaxed, on the express understanding that any notice delivered by hand/courier or telefaxed after 4:30 p.m. shall be deemed to have been received on the next business day following the date of such delivery or such telefax transmission (as the case may be), and provided further that if telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission, otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party. In the case of the Registrant, any notice given by Tarion shall be delivered to the Registrant's address or telefax number as specified in this Agreement or at such other address or telefax number as the Registrant may, from time to time, designate by way of written notice received by Tarion.
- Tarion reporting of Registrant's performance 4.3 The Registrant hereby authorizes Tarion to report on the Registrant's performance and/or compliance status relating to homes in respect of which the Registrant acted as Vendor (or that were enrolled by the Registrant) in any publication (whether print, electronic or otherwise). Prior to Tarion reporting such information in any such publication, Tarion shall provide the Registrant with prior notice of same and the Registrant shall have fifteen (15) days thereafter within which to challenge, question, rectify or supplement the subject matter of such report. Tarion hereby undertakes and agrees to exercise due diligence in order to ensure the veracity and accuracy of all information so reported and/or published. Tarion shall be entitled to proceed with such reporting or publication notwithstanding any challenge or question, after having thoroughly investigated the matter.
- Due diligence by Tarion to ensure notice and accurate reporting
- Tarion disclosure of Registrant's ability to sell and provide after sales service 4.4 The Registrant further authorizes the disclosure of information by Tarion to the general public (and/or any credit reporting agency to whom Tarion owes a duty of disclosure) concerning the Registrant's ability to sell homes and carry out any requisite after sales service and warranty work, where the Registrar of Tarion

believes it advisable to do so for the protection of the public. Prior to Taron disclosing such information, Taron shall provide the Registrant with prior notice of same and the Registrant shall have fifteen (15) days thereafter within which to challenge, question, rectify or supplement such information. Taron shall be entitled to proceed with such disclosure, notwithstanding any challenge or question, after having reasonably considered same, provided Taron honestly believes that the information disclosed is accurate in all material respects.

Misleading advertising	4.5	The Registrant covenants and agrees that it shall not advertise or publish a registration or enrolment number that the Registrant does not have (or that does not exist), and the Registrant shall not promote, publish or advertise a rating or qualification that the Registrant does not have. The Registrant further acknowledges and agrees that a breach of this provision shall entitle the Registrar to obtain and enforce a court order to enjoin and/or restrain such activities.
Provision of Registrant's name, address, telephone and telefax to contact Registrant	4.6	The Registrant authorizes the provision by Taron of its database containing only the names, business addresses, telephone and telefax numbers of all Registrants, from time to time, to recognized builder associations. In addition, the Registrant authorizes Taron to provide the name, business address, telephone and telefax number of the Registrant in the <i>Rating for After Sales Service</i> and to anyone desiring to contact the Registrant.
Governance by the laws of Ontario and Canada	4.7	This Agreement shall be construed in accordance with (and be governed by) the laws of the Province of Ontario and the laws of Canada applicable thereto.
Jurisdiction of legal proceedings	4.8	The parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario, and confirm that any legal proceedings in respect of this Agreement shall be tried at Toronto or such other venue as is proposed by Taron in any application or originating process initiated by Taron in respect of this Agreement.
Severability of invalid provisions	4.9	Any provision of this Agreement which is finally determined to be illegal, void or unenforceable in any relevant jurisdiction by a court of competent jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such illegality, voidness or unenforceability without invalidating or in any way impairing the enforceability of the remaining provisions hereof.
Definition of words and expressions	4.10	The words and expressions used in this Agreement shall, unless otherwise defined in this Agreement, have the meanings ascribed to them in the Act and the Regulations.
Headings and margin notes	4.11	The insertion of headings and margin notes in this Agreement is for the purpose of convenience of reference only, and shall not affect



the construction or interpretation of this Agreement.

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|----------------------|------|--|
| English language | 4.12 | The parties have requested that this Agreement and all related documents and instruments be drawn up in the English language. Les parties confirment leur volonté que la présente convention et tous les documents qui s'y rattachent soient rédigés en anglais. |
| Gender and number | 4.13 | This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context. |
| Receipt of true copy | 4.14 | The Registrant hereby acknowledges having read and understood this Agreement and having received a true completed copy of this Agreement. |

IN WITNESS WHEREOF the Registrant has executed this Agreement, under seal, as of the date first above-mentioned.

SIGNED, SEALED AND DELIVERED

in the presence of

Paula Santos
Witness Signature

Paula Santos
Print Name of Witness

93 Skyway Ave, Suite 104
Street Address

Toronto, ON M9W 6N6
City, Province, Postal Code

Witness signature is required unless
Corporate Seal is affixed,

2203284 Ontario Inc.

Print Name of Registrant (Vendor)


[Signature] (seal)
Signature of Registrant (Vendor)

Louie Santaguida, President
Print Name of Signing Officer

TARION WARRANTY CORPORATION

P. BIL (seal)
The Registrar

Registration effective this 31 day of October 2014



Recommended Covenants Between a Registered Vendor and Registered Builder

Paragraph 2.5 of the Vendor Agreement requires a Vendor which does not build homes in the ordinary course of its business to retain a Registered Builder. Tarion advises Registered Vendors to ensure the following covenants are included in their contracts with Registered Builders:

- an agreement (covenant) by the Registered Builder to diligently perform all work required to fulfill every obligation of a "builder" under the Act, the Regulations and the bulletins in respect of each home intended to be constructed by such party.
- an agreement (covenant) by the Registered Builder to indemnify Tarion against all losses, claims, costs, damages and/or liabilities suffered or incurred by Tarion resulting from (or arising out of) any non-performance or non-fulfillment of such party's obligations.

THIS AGREEMENT made the 23rd day of November, 2015.

BETWEEN:

2203284 Ontario Inc.

(Print the exact legal name of the Builder)

of the City of Toronto, in the Province of Ontario

(hereinafter referred to as the "Registrant");

Tarion Warranty Corporation, a private, non-profit corporation,
incorporated without share capital, pursuant to the laws of the Province
of Ontario

(hereinafter referred to as "Tarion")

BUILDER AGREEMENT

WHEREAS:

1. Tarion is a private, non-profit corporation designated by the Lieutenant Governor in Council to administer the *Ontario New Home Warranties Plan Act*, as amended from time to time (the "Act");
2. the Registrant applied to Tarion for registration as a builder under the Act;
3. Tarion grants registration conditional upon the Registrant executing this Builder Agreement (the "Agreement"), which Agreement deals with the Registrant's rights and obligations as a builder under the Act, the regulations enacted thereunder, as amended from time to time (the "Regulations") and all applicable builder bulletins issued by Tarion from time to time (the "Bulletins");

NOW THEREFORE IN CONSIDERATION OF the registration of the Registrant under the Act, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), Tarion and the Registrant hereby confirm the veracity of the foregoing recitals and that same comprise an integral part of this Agreement, and agree with each other as follows:

ARTICLE 1.0 – APPLICATION AND REGISTRATION

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|---|-----|--|
| Authority of the Registrant to enter into the Agreement | 1.1 | The Registrant represents and warrants to Tarion that the Registrant has full capacity, power and authority to enter into this Agreement, holds all necessary licenses and permits required to carry on the business of constructing homes in the Province of Ontario and, if a corporation, is a duly organized and validly subsisting corporation under the laws of the Province of Ontario (or alternatively is a duly organized and validly subsisting extra-provincial corporation or federal corporation, and licensed to carry on business in the Province of Ontario). |
| Commitment to act as a Builder only | 1.2 | The Registrant represents and warrants to Tarion that the Registrant will not act as a vendor unless the Registrant registers as a vendor and executes a Vendor Agreement with Tarion. |
| Commitment to true and accurate disclosure | 1.3 | The Registrant further represents and warrants to Tarion that the information set forth in the application for registration of the Registrant under the Act, and in other documents furnished by the Registrant to Tarion in connection with such application, is true and correct in all material respects and does not omit to communicate any fact, circumstance or information that may have a material adverse impact on the Registrant's ability to fulfill its obligations under this Agreement, or that may reasonably have a material affect on the risk assessment undertaken (or to be undertaken) in connection with the registration (or continued registration) of the Registrant under the Act. |
| Commitment to submission of security, financial information and other documentation | 1.4 | The Registrant shall, upon the request of Tarion and at the expense of the Registrant, furnish Tarion with such guarantees, indemnities, surety bonds, letters of credit, deposit trust agreements, undertakings, collateral charges and/or other security instruments, as Tarion may reasonably require in accordance with the Act and the Regulations, together with statements of personal net worth, bank statements, drivers' licenses, birth certificates, articles of incorporation, sample signatures, corporate by-laws, financial statements and/or such other documentation, records and security as Tarion may reasonably require for the purpose of initial registration, renewal of registration and/or securing the obligations imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins. Between renewal dates, Tarion shall not require additional documentation or security from or on behalf of the Registrant, unless Tarion reasonably believes that intervening circumstances have arisen which may impair the Registrant's ability to build homes and/or carry out any warranty work. |
| Use of credit information | 1.5 | The Registrant hereby authorizes Tarion to procure and utilize, from time to time, credit information in respect of the Registrant, and agrees that no action, claim or other proceeding shall be instituted or pursued against Tarion in respect of any damages |

		incurred by the Registrant thereby, provided such credit information is not disclosed to any third party, except for credit reporting agencies to whom Tarion owes a duty of disclosure, and except as otherwise required by law.
Builder's ongoing disclosure obligation	1.6	The Registrant shall be obliged to communicate to Tarion any fact, circumstance or information that may have a material adverse impact on the Registrant's ability to build homes and/or carry out any warranty work.
Tarion's disclosure obligation	1.7	Tarion agrees to advise the Registrant, in writing, of all notices of claims or potential claims that Tarion receives from any purchaser(s) or homeowner(s) in respect of any home(s) constructed by or on behalf of the Registrant, in those circumstances where the Vendor of such home(s) is unable or unwilling to satisfy its warranty obligations. Tarion also agrees to provide the Registrant with a reasonable opportunity (as may be specified by the Act and/or the Regulations from time to time) to rectify or remedy any warrantable work prior to Tarion initiating any enforcement proceedings or remedial work.
Termination of the Registrant's obligations	1.8	<p>This Agreement and all obligations of the Registrant hereunder may not be unilaterally terminated by the Registrant, but rather, shall remain in full force and effect and continue to bind the Registrant, notwithstanding any expiry or revocation of the registration of the Registrant under the Act and notwithstanding any amendment, alteration or modification of the Act or the Regulations until the earlier of the date that:</p> <ul style="list-style-type: none"> (i) all obligations and liabilities of the Registrant to Tarion have been fulfilled or complied with; or (ii) all applicable warranty or limitation periods have expired, with no claims having been filed with Tarion prior thereto; <p>in respect of any homes enrolled (or that ought to have been enrolled) by the Registrant.</p>
Consent to transfer or assign the registration	1.9	The registration of the Registrant under the Act is not transferable or assignable by the Registrant, whether by way of power of attorney, sale, amalgamation or otherwise, without prior written consent of Tarion.
No unauthorized use of the registration number	1.10	The Registrant shall not permit the use of the Registrant's registration number by any other party save and except by a registered vendor who has entered into a Vendor Agreement with Tarion, and without limiting the generality of the foregoing, the Registrant shall immediately report the use of the Registrant's registration number by any other party to Tarion upon becoming aware of same.

Designation as "Registered Builder"	1.11	During the term of the registration of the Registrant under the Act, the Registrant shall be entitled to hold itself out as a "Registered Builder".
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ARTICLE 2.0 – LIABILITY AND INDEMNITY

Warranty obligations during the warranty periods	2.1	It is understood and agreed that where the Registrant builds a home for or on behalf of a vendor, whether or not such vendor is registered under the Act, then the Registrant shall be responsible for fulfilling each and every obligation imposed upon the Registrant by the Act, the Regulations, this Agreement and any Bulletins, in respect of the construction of such home (and completion items) for which the Registrant has received payment, and the Registrant shall indemnify and save Tarion harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of) non-performance or inadequate performance of such work, in whole or in part, provided written notice of a claim against the Registrant (or in respect of any home enrolled or that ought to have been enrolled by the Registrant) has been given to Tarion within the relevant warranty period(s). This paragraph shall not limit the right of Tarion to enforce obligations owed by the vendor of such home to Tarion.
Obligations of Registrant and Tarion for major structural defects	2.2	Without limiting the generality of the foregoing, it is understood and agreed that the Registrant shall indemnify and save Tarion harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of) any major structural defect in any home enrolled (or that ought to have been enrolled) by the Registrant, all in accordance with the Act and Regulations.
Obligations of Registrant if acting as a vendor	2.3	It is further understood and agreed that in the event the Registrant acts as a vendor without registering with Tarion as a vendor (and without executing a Vendor Agreement) then the Registrant shall indemnify and save Tarion harmless from and against all losses, claims, costs, damages and/or liabilities whatsoever heretofore or hereafter suffered or incurred by Tarion resulting from (or arising out of) any failure to perform or fulfil the obligations that the Registrant would have been obliged to fulfil had the Registrant registered as a vendor with Tarion and executed a Vendor Agreement with Tarion.
Enforcement of obligations	2.4	Tarion shall not be obliged to proceed against the vendor of any home enrolled (or that ought to have been enrolled) in respect of which the Registrant acted as a builder, prior to proceeding to enforce the obligations of the Registrant under this Agreement.
Preservation of rights and claims against others	2.5	The Registrant shall preserve all assignable rights and claims that the Registrant may have against manufacturers, suppliers, vendors, builders, contractors, sub-contractors and others in respect of any

major structural or other construction defect(s), or with respect to any contravention of the Ontario Building Code, in respect of any homes enrolled (or that ought to have been enrolled) by the Registrant, and in those circumstances where the Registrant is not diligently enforcing or pursuing such rights and claims, and to the extent permitted by law, the Registrant shall, forthwith upon the request of Tarion, assign and transfer all such rights and claims to and in favour of Tarion, and shall execute and deliver such assignments and other instruments and do such acts and things as Tarion may reasonably require in order to enable Tarion to prosecute and enforce such rights and claims as fully and effectually as the same could be prosecuted and enforced by the Registrant.

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| Administration fee | 2.6 | The Registrant shall pay to Tarion an administration fee equivalent to fifteen (15%) per cent (or such other per cent as may be stipulated from time to time by the Regulations) of each amount paid out by Tarion to any purchaser(s), homeowner(s) or third party contractor(s)/consultant(s) in respect of the obligations imposed upon the Registrant by the Act, the Regulations, this Agreement and/or the Bulletins. |
| Interest on debt | 2.7 | The Registrant shall pay to Tarion interest on any amounts owed to Tarion by the Registrant by virtue of the Act, the Regulations, this Agreement and/or the Bulletins, which interest shall accrue at the rate of eighteen (18%) per cent per annum, calculated annually, not in advance (or such other interest rate as may be stipulated from time to time by the Regulations) and accruing from and after the respective date(s) that any amount(s) is/are so due or owing to Tarion, to and until the date that all such amounts (together with all interest accrued thereon as aforesaid) have been fully paid or remitted to Tarion. |
| Binding nature of the Agreement | 2.8 | This Agreement shall extend and enure to the benefit of the successors and assigns of Tarion and shall be binding upon the Registrant and the heirs, estate trustees, legal representatives, successors and permitted assigns of the Registrant. |

ARTICLE 3.0 – ONGOING TERMS AND CONDITIONS OF REGISTRATION

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| Access to inspect and copy relevant books and records | 3.1 | Upon reasonable prior notice the Registrant shall allow Tarion free access, during normal business hours, to inspect (and make copies of all relevant portions of) the Registrant's books and records in respect of the construction of homes enrolled (or that ought to have been enrolled) by the Registrant to ensure compliance with the Act, the Regulations, this Agreement and/or the Bulletins. |
| Provision of documents | 3.2 | The Registrant shall, at the Registrant's expense and upon the request of Tarion, furnish to Tarion copies of all purchase agreements, construction contracts, insurance contracts, construction reports and such other documents in respect of any homes enrolled (or that ought to have been enrolled) by the |

		<p>Registrant and which are in the Registrant's possession or control, as Tarion may reasonably require from time to time.</p>
Limits on construction	3.3	<p>The Registrant shall not commence (or cause to be commenced) the construction of:</p> <ul style="list-style-type: none"> (i) any home in excess of the maximum number permitted by Tarion, (if any) to be constructed by the Registrant; or (ii) any home of any class the construction of which has been restricted by Tarion; <p>without obtaining the prior written consent of Tarion.</p>
Written notice in advance of inspections	3.4	<p>The Registrant shall provide to Tarion written notice of the completion of any stage of construction in respect of any homes enrolled (or that ought to have been enrolled) by the Registrant, as specified by Tarion as a condition of the registration of the Registrant, in order to allow for whatever inspections Tarion may wish to have carried out with respect to same.</p>
Obligation for annual renewal of registration	3.5	<p>The Registrant shall annually apply for the renewal of its registration under the Act and shall pay the renewal fee as prescribed from time to time by Tarion, notwithstanding the delivery or non-delivery to the Registrant of the prescribed renewal application form.</p>
Obligation to enrol freehold homes	3.6	<p>The Registrant shall enrol each home to be constructed by the Registrant, other than condominium dwelling units, by submitting a completed enrolment form and paying the enrolment fee as prescribed from time to time by Tarion forthwith upon issuance of a building permit in respect of such home.</p>
Obligation to enrol condominium units	3.7	<p>If the Vendor has not already done so, the Registrant shall enrol each condominium project and each condominium dwelling unit therein to be constructed by the Registrant by submitting a completed enrolment form and paying the enrolment fee as prescribed from time to time by Tarion not less than thirty (30) days prior to the earlier of:</p> <ul style="list-style-type: none"> (i) commencement of construction of such condominium project; or (ii) the issuance of a full or partial building permit in respect of such condominium project.
Provision of documents prior to construction	3.8	<p>Without limiting the obligations of the Registrant to Tarion arising under section 1.4 hereof, the Registrant shall, prior to commencing construction of any home, furnish to Tarion such documentation, agreements and security as Tarion may require in order to secure the performance and fulfillment of the Registrant's obligations and</p>

liabilities to Taron arising under the Act, the Regulations, this Agreement and/or the Bulletins.

Compliance with Builder Bulletins	3.9	The Registrant shall diligently comply with the provisions of the Bulletins issued by Taron from time to time in accordance with the Act and the Regulations, where applicable to the Registrant, provided Taron has given the Registrant reasonable prior notice of the provisions of the Bulletins. Taron confirms and agrees that any Bulletins issued shall not have retroactive effect with respect to any home(s) under construction as at their respective issue dates, unless otherwise required pursuant to any applicable judicial ruling or statutory provision.
Notification of business changes to Taron	3.10	The Registrant shall notify Taron in writing of any change in the mailing address or facsimile number of the Registrant, any change in the members of (or partners in) the Registrant, and/or any change in the officers, directors or shareholders of the outstanding voting shares of the Registrant, within fifteen (15) days after the date of any such change.
Term and condition of registration	3.11	Compliance with the provisions of this Agreement shall form a term and condition of the registration of the Registrant under the Act.

ARTICLE 4.0 – ADMINISTRATIVE MATTERS

	4.1	<i>Reserved</i>
Notice by Registrant or Taron	4.2	Any notice desired or required to be given by either of the parties hereto to the other shall be conclusively deemed to have been sufficiently given if delivered by ordinary mail, hand/courier or by telefax only on business days (excluding Saturdays, Sundays and statutory holidays), and shall be deemed to have been received on the fifth business day after any such notice has been mailed/posted, or on the day that same has been delivered by hand/courier or telefaxed, on the express understanding that any notice delivered by hand/courier or telefaxed after 4:30 p.m. shall be deemed to have been received on the next business day following the date of such delivery or such telefax transmission (as the case may be), and provided further that if telefaxed, a confirmation of such telefax transmission must be received by the transmitting party at the time of such transmission, otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party. In the case of the Registrant, any notice given by Taron shall be delivered to the Registrant's address or telefax number as specified in this Agreement or at such other address or telefax number as the Registrant may, from time to time, designate by way of written notice received by Taron.
Taron reporting of Registrant's performance	4.3	The Registrant hereby authorizes Taron to report on the Registrant's performance and/or compliance status in respect of

- homes enrolled (or that ought to have been enrolled) by the Registrant in any publication (whether print, electronic or otherwise). Prior to Taron reporting such information in any such publication, Taron shall provide the Registrant with prior notice of same and the Registrant shall have fifteen (15) days thereafter within which to challenge, question, rectify or supplement the subject matter of such report. Taron hereby undertakes and agrees to exercise due diligence in order to ensure the veracity and accuracy of all information so reported and/or published. Taron shall be entitled to proceed with such reporting or publication notwithstanding any challenge or question, after having thoroughly investigated the matter.
- Due diligence by Taron to ensure notice and accurate reporting
- Taron disclosure of Registrant's ability to construct homes and carry out warranty work 4.4 The Registrant further authorizes the disclosure of information by Taron to the general public (and/or any credit reporting agency to whom Taron owes a duty of disclosure) concerning the Registrant's ability to build homes and/or carry out any warranty work, where the Registrar of Taron believes it advisable to do so for the protection of the public. Prior to Taron disclosing such information, Taron shall provide the Registrant with prior notice of same and the Registrant shall have fifteen (15) days thereafter within which to challenge, question, rectify or supplement such information. Taron shall be entitled to proceed with such disclosure, notwithstanding any challenge or question, after having reasonably considered same, provided Taron honestly believes that the information disclosed is accurate in all material respects.
- Misleading advertising 4.5 The Registrant covenants and agrees that it shall not advertise or publish a registration or enrolment number which the Registrant does not have (or which does not exist), and the Registrant shall not promote, publish or advertise a rating or qualification that the Registrant does not have. The Registrant further acknowledges and agrees that a breach of this provision shall entitle the Registrar to obtain and enforce a court order to enjoin and/or restrain such activities.
- Provision of Registrant's name, address, telephone and telefax to contact Registrant 4.6 The Registrant authorizes the provision by Taron of its database containing only the names, business addresses, telephone and telefax numbers of all Registrants, from time to time, to recognized builder associations. In addition, the Registrant authorizes Taron to provide the name, business address, telephone and telefax number of the Registrant in the *Rating for After Sales Service* and to anyone desiring to contact the Registrant.
- Governance by the laws of Ontario and Canada 4.7 This Agreement shall be construed in accordance with (and be governed by) the laws of the Province of Ontario and the laws of Canada applicable thereto.
- Jurisdiction of legal proceedings 4.8 The parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario, and confirm that any legal proceedings in respect of this Agreement shall be tried at Toronto or such other

venue as is proposed by Tation in any application or originating process initiated by Tation in respect of this Agreement.

Severability of invalid provisions	4.9	Any provision of this Agreement which is finally determined to be illegal, void or unenforceable in any relevant jurisdiction by a court of competent jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such illegality, voidness or unenforceability without invalidating or in any way impairing the enforceability of the remaining provisions hereof.
Definition of words and expressions	4.10	The words and expressions used in this Agreement shall, unless otherwise defined in this Agreement, have the meanings ascribed to them in the Act and the Regulations.
Headings and margin notes	4.11	The insertion of headings and margin notes in this Agreement is for the purpose of convenience of reference only, and shall not affect the construction or interpretation of this Agreement.
English language	4.12	The parties have requested that this Agreement and all related documents and instruments be drawn up in the English language. Les parties confirment leur volonté que la présente convention et tous les documents qui s'y rattachent soient rédigés en anglais.
Gender and number	4.13	This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
Receipt of true copy	4.14	The Registrant hereby acknowledges having read and understood this Agreement and having received a true completed copy of this Agreement.

IN WITNESS WHEREOF the Registrant has executed this Agreement, under seal, as of the date first above-mentioned.

SIGNED, SEALED AND DELIVERED

in the presence of

Adil Darr
Witness Signature

Adil Darr
Print Name of Witness

Street Address

City, Province, Postal Code

Witness signature is required unless
Corporate Seal is affixed.

2203284 Ontario Inc.
Print Name of Registrant (Builder)

Luigi Santaguida (seal)
Signature of Registrant (Builder)

Luigi Santaguida
Print Name of Signing Officer

TARION WARRANTY CORPORATION

P. Bilal (seal)
Per _____
The Registrar

Registration effective this 24 day of November, 2018



79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada
P. 416.865.0040 | F. 416.865.7380
www.torys.com
GST / HST Registration R119420685

August 8, 2017

Invoice: 1404732
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street
12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher
Vice President and General Counsel
Email: tim.schumacher@tarion.com
cc: maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending July 31, 2017 as described on the attached Schedule.

Fee	\$1,788.75
HST	<u>232.54</u>
TOTAL	<u>\$2,021.29</u>

All accounts are payable on receipt. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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August 8, 2017

Tarion Warranty Corporation
 5160 Yonge Street
 12th Floor
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 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 cc: maria.tzanis@tarion.com

Invoice Number: 1404732
 Matter Number: 13864-2115
 Invoice Total: **\$2,021.29**

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

All accounts are payable on receipt. Please return this with your payment. Interest will be charged on all accounts overdue one month or more.

SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
18 Jul 2017	A. Slavens	reviewing email correspondence re [REDACTED] reviewing application record and receivership order re same; preparing reporting email to Tim Schumacher, Dani Peck, Sophie Vlahakis and Adil Darr re same;	1.7
19 Jul 2017	A. Slavens	preparing reporting email to Tim Schumacher, Dani Peck, Sophie Vlahakis and Adil Darr re [REDACTED]	0.4
31 Jul 2017	A. Slavens	coordinating filing of notice of appearance;	0.4

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	2.5	715.50	1,788.75	CAD

Bill #1404732/13864-2115



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 Toronto, Ontario M5K 1N2 Canada
 P. 416.865.0040 | F. 416.865.7380
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 GST / HST Registration R119420685

September 21, 2017

Invoice: 1408729
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 cc: maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending August 31, 2017 as described on the attached Schedule.

Fee		\$1,502.55
Disbursements Subject to HST		
Process Server Filing	\$35.00	
Transaction Levy Surcharge - Litigation	<u>50.00</u>	85.00
Disbursements Not Subject to Tax		
Notice of Intention		155.00
HST		<u>206.38</u>
TOTAL		<u>\$1,948.93</u>

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September 21, 2017

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 cc: maria.tzanis@tarion.com

Invoice Number: 1408729
 Matter Number: 13864-2115
 Invoice Total: **\$1,948.93**

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

All accounts are payable on receipt. Please return this with your payment. Interest will be charged on all accounts overdue one month or more.

SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
01 Aug 2017	A. Slavens	email correspondence with David Jackson and Trevor Pringle re service list and motions; reviewing motion record and court order;	0.9
04 Aug 2017	A. Slavens	conference call and email correspondence with Trevor Pringle, Lawrence Hansen and Deborah Hornbostel re status of receivership proceedings; preparing reporting email to Tim Schumacher, Dani Peck and Adil Darr re [REDACTED]	1.2

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	2.1	715.50	1,502.55	CAD

Bill #1408729/13864-2115



79 Wellington St. W., 30th Floor
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GST / HST Registration R119420685

November 17, 2017

Invoice: 1413834
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher
Vice President and General Counsel
Email: tim.schumacher@tarion.com
maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending October 31, 2017 as described on the attached Schedule.

Fee	\$643.95
HST	<u>83.71</u>
TOTAL	<u>\$727.66</u>

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November 17, 2017

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 maria.tzanis@tarion.com

Invoice Number: 1413834
 Matter Number: 13864-2115
 Invoice Total: \$727.66

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
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Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

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SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
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17 Oct 2017	A. Slavens	reviewing [REDACTED] correspondence; telephone call and email correspondence with Trevor Pringle re status of sale process and receivership;	0.9
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TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	0.9	715.50	643.95	CAD

Bill #1413834/13864-2115



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www.torys.com
GST / HST Registration R119420685

January 5, 2018

Invoice: 1418687
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
Email: tim.schumacher@tarion.com
maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending December 31, 2017 as described on the attached Schedule.

Fee	\$572.40
HST	<u>74.41</u>
TOTAL	<u>\$646.81</u>

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January 5, 2018

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 maria.tzanis@tarion.com

Invoice Number: 1418687
 Matter Number: 13864-2115
 Invoice Total: \$646.81

Please mail remittance to:

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 79 Wellington Street West, Suite 3000
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 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

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Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

All accounts are payable on receipt. Please return this with your payment. Interest will be charged on all accounts overdue one month or more.

SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
07 Dec 2017	A. Slavens	reviewing receiver's case website; email correspondence with Dani Peck re [REDACTED];	0.3
19 Dec 2017	A. Slavens	email correspondence with Dani Peck re [REDACTED] [REDACTED]	0.1
20 Dec 2017	A. Slavens	telephone calls with Trevor Pringle and Dani Peck re [REDACTED] [REDACTED]	0.4

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	0.8	715.50	572.40	CAD
Bill #1418687/13864-2115				



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May 11, 2018

Invoice: 1430524
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher
Vice President and General Counsel
Email: tim.schumacher@tarion.com
cc: maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending April 30, 2018 as described on the attached Schedule.

Fee	\$1,336.50
HST	<u>173.75</u>
TOTAL	<u>\$1,510.25</u>

All accounts are payable on receipt. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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May 11, 2018

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 cc: maria.tzanis@tarion.com

Invoice Number: 1430524
 Matter Number: 13864-2115
 Invoice Total: **\$1,510.25**

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
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West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

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SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc, (Connelly Hamilton)**

Date	Lawyer	Description	Hours
18 Apr 2018	A. Slavens	telephone call with Trevor Pringle re status of receivership;	0.6
30 Apr 2018	A. Slavens	telephone calls with Lawrence Herman and Trevor Pringle re deposit claims process;	1.2

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	1.8	742.50	1,336.50	CAD

Bill #1430524/13864-2115



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June 18, 2018

Invoice: 1434125
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending May 31, 2018 as described on the attached Schedule.

Fee	\$10,023.75
HST	<u>1,303.09</u>
TOTAL	<u>\$11,326.84</u>

All accounts are payable on receipt. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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 GST / HST Registration R119420685

June 18, 2018

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Vice President and General Counsel
 Email: tim.schumacher@tarion.com
 maria.tzanis@tarion.com

Invoice Number: 1434125
 Matter Number: 13864-2115
 Invoice Total: **\$11,326.84**

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593

All accounts are payable on receipt. Please return this with your payment. Interest will be charged on all accounts overdue one month or more.

SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
01 May 2018	A. Slavens	reviewing [REDACTED] [REDACTED]	0.8
02 May 2018	A. Slavens	reviewing [REDACTED] order; email correspondence with Lawrence Hansen and Alex MacFarlane re same;	0.9
03 May 2018	A. Slavens	telephone call with Lawrence Hansen re claims procedure and deposit refund order;	0.5
04 May 2018	A. Slavens	reviewing court documents re motion returnable May 16, 2018;	0.7
07 May 2018	A. Slavens	reviewing and commenting on [REDACTED] [REDACTED]	1.5
08 May 2018	A. Slavens	conference call with Lawrence Hansen, Alex MacFarlane and Evita Ferreira re draft claims procedure/deposit payment order;	0.4
10 May 2018	A. Slavens	reviewing and commenting on [REDACTED]; email correspondence with Laurence Hanson and Alex MacFarlane re same;	1.3
11 May 2018	A. Slavens	reviewing court documents re motion returnable May 16, 2017; reviewing and commenting on [REDACTED] [REDACTED] email correspondence with Lawrence Hansen re same;	0.7
14 May 2018	A. Slavens	reviewing court documents re motion returnable May 16, 2017; reviewing and commenting on [REDACTED] [REDACTED] telephone call and email correspondence with Lawrence Hansen and Alex MacFarlane re same; email correspondence with Dani Peck and Girish Sharma re same;	2.4

Date	Lawyer	Description	Hours
15 May 2018	A. Slavens	preparing for motion returnable May 16, 2018; conference call with Lawrence Hansen, David Jackson and Alex MacFarlane re deposit claims procedure order; reviewing and commenting on [REDACTED]	1.8
16 May 2018	A. Slavens	attending motion returnable May 16, 2018; preparing for same; preparing reporting email to Dani Peck and Girish Sharma re [REDACTED]	2.5

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	13.5	742.50	10,023.75	CAD

Bill #1434125/13864-2115



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Toronto, Ontario M5K 1N2 Canada
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GST / HST Registration R119420685

June 28, 2018

Invoice: 1436132
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher
Email: tim.schumacher@tarion.com
maria.tzanis@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

TO PROFESSIONAL SERVICES RENDERED, for the period ending June 22, 2018 as described on the attached Schedule.

Fee	\$1,039.50
HST	<u>135.14</u>
TOTAL	<u>\$1,174.64</u>

All accounts are payable on receipt. Please retain this copy for your files. Interest will be charged on all accounts overdue one month or more.



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GST / HST Registration R119420685

June 28, 2018

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Invoice Number: 1436132
Matter Number: 13864-2115
Invoice Total: **\$1,174.64**

Please mail remittance to:

Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario M5K 1N2
Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
Bank Swift Code BOFAUS3N
ABA 026 009 593

All accounts are payable on receipt. Please return this with your payment. Interest will be charged on all accounts overdue one month or more.

SCHEDULE**Tarion Warranty Corporation****Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)**

Date	Lawyer	Description	Hours
01 Jun 2018	A. Slavens	preparing side letter re deposit payment protocol; email correspondence with Alex MacFarlane re same;	0.9
08 Jun 2018	A. Slavens	conference call with Alex MacFarlane and Evita Ferreira re side letter agreement;	0.3
18 Jun 2018	A. Slavens	revising [REDACTED], email correspondence with Dani Peck re [REDACTED]	0.2

TIMEKEEPER SUMMARY

Timekeeper	Hours	Rate	Total	\$
A. Slavens	1.4	742.50	1,039.00	CAD
Bill #1436132/13864-2115				



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GST / HST Registration R119420685

November 22, 2018

Invoice: 1451803
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher
Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending October 31, 2018 as described on the attached Schedule.

Fee	\$1,930.50
Ontario - HST	<u>250.97</u>
Total	<u>\$2,181.47</u>

November 22, 2018

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1451803

Time Summary

Date	Lawyer	Narrative	Hours
26/07/18	Adam Slavens	email correspondence with Alex MacFarlane re side letter;	0.1
09/08/18	Adam Slavens	email correspondence with service list re motion date;	0.1
17/08/18	Adam Slavens	reviewing motion record re motion returnable August 29, 2018;	0.5
27/08/18	Adam Slavens	reviewing [REDACTED] [REDACTED] preparing reporting email to Dani Peck re [REDACTED]	0.6
05/10/18	Adam Slavens	email correspondence with service list re amendments to claims procedure order; email correspondence with Lawrence Hansen re closing;	0.2
09/10/18	Adam Slavens	email correspondence with Lawrence Hansen re motion returnable October 12, 2018; reviewing claims procedure order;	0.5
10/10/18	Adam Slavens	reviewing [REDACTED] [REDACTED]; preparing reporting email to Dani Peck and Girish Sharma re [REDACTED]	0.5
11/10/18	Adam Slavens	email correspondence with Alex MacFarlane and Lawrence Hansen re motion returnable October 12, 2018;	0.1

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Slavens	2.6	742.50	1,930.50
TOTAL HOURS & FEES	2.6		\$1,930.50



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November 22, 2018

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Email: tim.schumacher@tarion.com

Invoice Number: 1451803
 Matter Number: 13864-2115
 Invoice Total: \$2,181.47

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593



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 Box 270, TD South Tower
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 P. 416.865.0040 | F. 416.865.7380
 www.torys.com
 GST / HST Registration R119420685

December 18, 2018

Invoice: 1454771
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending November 30, 2018 as described on the attached Schedule.

Fee	\$816.75
Ontario - HST	<u>106.18</u>
Total	<u>\$922.93</u>

December 18, 2018

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connolly Hamilton)

Invoice: 1454771

Time Summary

Date	Lawyer	Narrative	Hours
22/11/18	Adam Slavens	email correspondence with Alex MacFarlane, Lawrence Hansen and Carmen Yuen re chambers appointment and amendments to deposit claims procedure order;	0.3
26/11/18	Adam Slavens	reviewing [REDACTED] preparing reporting email to Dan Peck, Girish Sharma and Brian Hama;	0.8

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Slavens	1.1	742.50	816.75
TOTAL HOURS & FEES	1.1		\$816.75



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 Box 270, TD South Tower
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 GST / HST Registration R119420685

December 18, 2018

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Invoice Number: 1454771
 Matter Number: 13864-2115
 Invoice Total: \$922.93

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
55 King Street	Bank ID:	004
West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
M5K 1A2	Account (USD):	7389354
Canada	Bank Swift Code:	TDOMCATTOR

Intermediary Bank (only needed for USD wiring from outside of Canada):

Bank of America New York, NY USA
 Bank Swift Code BOFAUS3N
 ABA 026 009 593



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February 20, 2019

Invoice: 1460492
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending January 31, 2019 as described on the attached Schedule.

Fee	\$1,575.00
Ontario - HST	<u>204.75</u>
Total	<u>\$1,779.75</u>

February 20, 2019

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1460492

Time Summary

Date	Lawyer	Narrative	Hours
02/01/19	Adam Slavens	email correspondence with Alex MacFarlane re GCNA side letter;	0.2
08/01/19	Adam Slavens	email correspondence with Alex MacFarlane re side letter; email correspondence with Alex MacFarlane and Lawrence Hansen re status of deposit claims procedure; reviewing order re same;	1.0
11/01/19	Adam Slavens	reviewing deposit claims procedure update; email correspondence with Lawrence Hansen re same;	0.5
29/01/19	Adam Slavens	email correspondence with Lawrence Hansen re status of claims procedure and receivership matters;	0.2
30/01/19	Adam Slavens	email correspondence with Lawrence Hansen and Dani Peck re [REDACTED]	0.1

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Slavens	2.0	787.50	1,575.00
TOTAL HOURS & FEES	2.0		\$1,575.00



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February 20, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Email: tim.schumacher@tarion.com

Invoice Number: 1460492
 Matter Number: 13864-2115
 Invoice Total: **\$1,779.75**

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
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 Toronto, Ontario M5K 1N2
 Canada

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M5K 1A2	Account (USD):	7389354
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March 14, 2019

Invoice: 1462698
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending February 28, 2019 as described on the attached Schedule.

Fee	\$2,126.25
Ontario - HST	<u>276.41</u>
Total	<u>\$2,402.66</u>

March 14, 2019

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1462698

Time Summary

Date	Lawyer	Narrative	Hours
06/02/19	Adam Slavens	reviewing [REDACTED], email correspondence with Lawrence Hansen and Alex MacFarlane re same;	0.3
12/02/19	Adam Slavens	email correspondence with Deborah Hornbostel re deposit return protocol;	0.1
13/02/19	Adam Slavens	telephone call with Deborah Hornbostel re deposit return protocol; reviewing [REDACTED];	0.9
14/02/19	Adam Slavens	email correspondence with Deborah Hornbostel re deposit return protocol;	0.4
28/02/19	Adam Slavens	telephone call and email correspondence with Lawrence Hansen re chambers appointment and next steps in receivership; email correspondence with Alex MacFarlane and Brett Moldaver re same;	1.0

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Slavens	2.7	787.50	2,126.25
TOTAL HOURS & FEES	2.7		\$2,126.25



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March 14, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Invoice Number: 1462698
 Matter Number: 13864-2115
 Invoice Total: \$2,402.66

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

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Intermediary Bank (only needed for USD wiring from outside of Canada):

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April 5, 2019

Invoice: 1465323
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending March 31, 2019 as described on the attached Schedule.

Fee	\$1,023.75
Ontario - HST	<u>133.09</u>
Total	<u>\$1,156.84</u>

April 5, 2019

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1465323

Time Summary

Date	Lawyer	Narrative	Hours
01/03/19	Adam Slavens	reviewing endorsement of Penny J. re scheduling; email correspondence with Lawrence Hansen and Alex MacFarlane re same;	0.3
28/03/19	Adam Slavens	reviewing [REDACTED] email correspondence re [REDACTED] reviewing [REDACTED] same; preparing reporting email to Dani Peck de [REDACTED]	1.0

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam Slavens	1.3	787.50	1,023.75
TOTAL HOURS & FEES	1.3		\$1,023.75



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April 5, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Invoice Number: 1465323
 Matter Number: 13864-2115
 Invoice Total: \$1,156.84

Please mail remittance to:

Torys LLP
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 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

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Intermediary Bank (only needed for USD wiring from outside of Canada):

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May 9, 2019

Invoice: 1468379
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending April 30, 2019 as described on the attached Schedule.

Fee	<u>\$10,237.50</u>
Ontario - HST	<u>1,330.88</u>
Total	<u>\$11,568.38</u>

May 9, 2019

Page 2 of 4

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1468379

Time Summary

Date	Lawyer	Narrative	Hours
03/04/19	Adam M. Slavens	telephone call with Dani Peck re [REDACTED] [REDACTED] email correspondence with Lawrence Hansen and Alex MacFarlane re same;	1.0
04/04/19	Adam M. Slavens	conference call with Deborah Hornbostel, Trevor Pringle, Lawrence Hansen and Alex MacFarlane re deposit return process and cash collateral arrangements;	1.0
08/04/19	Adam M. Slavens	email correspondence with Lawrence Hansen and Alex MacFarlane re cash collateral arrangements and status of unsecured claims;	0.2
09/04/19	Adam M. Slavens	email correspondence with Lawrence Hansen and Alex MacFarlane re draft cash collateral order;	0.2
10/04/19	Adam M. Slavens	reviewing [REDACTED] email correspondence with Lawrence Hansen and Alex MacFarlane re same; telephone call with Dani Peck re [REDACTED] [REDACTED]	0.5
15/04/19	Adam M. Slavens	preparing [REDACTED], reviewing court documents and file re [REDACTED] email correspondence with Dani Peck re [REDACTED] email correspondence with Alex MacFarlane re return of bond;	2.2
16/04/19	Adam M. Slavens	email correspondence with Alex MacFarlane and Lawrence Hansen re cash collateral arrangements;	0.3
17/04/19	Adam M. Slavens	conference call with Trevor Pringle, Lawrence Hansen and Alex MacFarlane re cash collateral arrangements; telephone call with Alex MacFarlane re same;	0.7
23/04/19	Adam M. Slavens	reviewing motion record re motion returnable April 30, 2019;	1.0
24/04/19	Adam M. Slavens	email correspondence with Lawrence Hansen and Dani Peck re [REDACTED]	0.1
25/04/19	Adam M. Slavens	reviewing draft claims procedure order;	0.5
29/04/19	Adam M. Slavens	reviewing [REDACTED] [REDACTED] preparing for same; telephone call with Lawrence Hansen re same; conference call and email correspondence with Brett Moldaver and Lawrence Hansen re same;	2.4
30/04/19	Adam M. Slavens	attending motion returnable April 30, 2019; preparing for same;	2.9

May 9, 2019

Page 3 of 4

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1468379

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam M. Slavens	13.0	787.50	10,237.50
TOTAL HOURS & FEES	13.0		\$10,237.50



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May 9, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Invoice Number:	1468379
Matter Number:	13864-2115
Invoice Total:	\$11,568.38

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

TD Canada Trust	Account Name:	Torys LLP
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West	Branch Number:	10202
Toronto, Ontario	Account (CAD):	5364535
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June 10, 2019

Invoice: 1470983
Matter: 13864-2115

Tarion Warranty Corporation
5160 Yonge Street, 12th Floor
Toronto, ON
M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending May 31, 2019 as described on the attached Schedule.

Fee	\$12,048.75
Ontario - HST	<u>1,566.34</u>
Total	<u>\$13,615.09</u>

June 10, 2019

Page 2 of 4

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1470983

Time Summary

Date	Lawyer	Narrative	Hours
02/05/19	Adam M. Slavens	conference call with Tim Schumacher and Dani Peck re [REDACTED]	0.2
03/05/19	Adam M. Slavens	email correspondence with Tim Schumacher, Dani Peck and Lawrence Hansen re [REDACTED]	0.2
07/05/19	Adam M. Slavens	preparing reporting email to Tim Schumacher and Dani Peck re [REDACTED]	0.3
09/05/19	Adam M. Slavens	email correspondence with Dani Peck and Lawrence Hansen re [REDACTED]	0.3
10/05/19	Adam M. Slavens	reviewing supplemental report;	0.5
14/05/19	Adam M. Slavens	email correspondence with Lawrence Hansen and Brett Moldaver re supplemental motion record;	0.3
17/05/19	Adam M. Slavens	email correspondence with Lawrence Hansen and Alex MacFarlane re motion returnable June 6, 2019;	0.2
24/05/19	Adam M. Slavens	email correspondence with Brett Moldaver, Lawrence Hansen and Alex MacFarlane re litigation schedule;	0.4
27/05/19	Adam M. Slavens	reviewing responding motion record re motion returnable June 6, 2019;	1.3
28/05/19	Adam M. Slavens	preparing responding factum re cash collateral arrangements;	2.3
29/05/19	Adam M. Slavens	preparing [REDACTED] email correspondence with Brett Moldaver re responding materials; telephone call with Tim Schumacher re [REDACTED]	1.8
30/05/19	Adam M. Slavens	preparing factum re cash collateral arrangements; conducting limited research re same; telephone call with Brett Moldaver re same;	3.0
31/05/19	Adam M. Slavens	telephone call with Brett Moldaver re [REDACTED]; preparing factum re [REDACTED]; conducting limited research re [REDACTED]; email correspondence with Tim Schumacher and Dani Peck re [REDACTED]; reviewing supplemental report of receiver; email correspondence with Lawrence Hansen and Brett Moldaver re same;	4.5

Lawyer Summary

June 10, 2019

Page 3 of 4

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1470983

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam M. Slavens	15.3	787.50	12,048.75
TOTAL HOURS & FEES	15.3		\$12,048.75



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 GST / HST Registration R119420685

June 10, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher, Vice President and General Counsel
 Email: tim.schumacher@tarion.com

Invoice Number:	1470983
Matter Number:	13864-2115
Invoice Total:	\$13,615.09

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

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55 King Street	Bank ID:	004
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M5K 1A2	Account (USD):	7389354
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 GST/HST Registration R119420685

July 9, 2019

Invoice: 1473613
 Matter: 13864-2115

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Email: tim.schumacher@tarion.com

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

To Professional Services Rendered, for the period ending June 30, 2019 as described on the attached Schedule.

Fee		\$12,048.75
Disbursements Subject to Ontario - HST		
Copies	\$14.28	
PS Filing - Civil	<u>35.00</u>	49.28
Ontario - HST		<u>1,572.74</u>
Total		<u>\$13,670.77</u>

July 9, 2019

Page 2 of 3

Re: Receivership of 2203284 Ontario Inc. (Connelly Hamilton)

Invoice: 1473613

Time Summary

Date	Lawyer	Narrative	Hours
03/06/19	Adam M. Slavens	finalizing [REDACTED] [REDACTED] preparing [REDACTED] reviewing comments from Tim Schumacher on [REDACTED] [REDACTED] telephone call with Tim Schumacher re same; telephone calls with Brett Moldaver and Lawrence Hansen re cash collateral arrangements; coordinating service and filing of factum and brief of authorities;	4.5
04/06/19	Adam M. Slavens	email correspondence with Lawrence Hansen, Alex MacFarlane and Brett Moldaver re [REDACTED] [REDACTED] preparing for [REDACTED] telephone call with Brett Moldaver re [REDACTED] email correspondence with Tim Schumacher and Dani Peck re [REDACTED]	2.5
05/06/19	Adam M. Slavens	preparing for [REDACTED] telephone calls with Brett Moldaver and Lawrence Hansen re [REDACTED] email correspondence with Tim Schumacher and Dani Peck re [REDACTED]	2.7
06/06/19	Adam M. Slavens	attending [REDACTED] for [REDACTED] meeting with Lawrence Hansen, Brett Moldaver and Alex MacFarlane re [REDACTED] reviewing order and endorsement of Penny J.; email correspondence with Tim Schumacher and Dani Peck re [REDACTED]	4.9
07/06/19	Adam M. Slavens	email correspondence with Deborah Hornbostal re cash collateral arrangements; reviewing cash collateral order;	0.2
10/06/19	Adam M. Slavens	preparing reporting email to Dani Peck re [REDACTED] [REDACTED]	0.5

Lawyer Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Adam M. Slavens	15.3	787.50	12,048.75
TOTAL HOURS & FEES	15.3		\$12,048.75



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 GST / HST Registration R119420685

July 9, 2019

Tarion Warranty Corporation
 5160 Yonge Street, 12th Floor
 Toronto, ON
 M2N 6L9

Attention: Tim Schumacher
 Email: tim.schumacher@tarion.com

Invoice Number: 1473613
 Matter Number: 13864-2015
 Invoice Total: \$13,670.77

Please mail remittance to:

Torys LLP
 79 Wellington Street West, Suite 3000
 Box 270, TD Centre
 Toronto, Ontario M5K 1N2
 Canada

Remittance by Electronic Banking (please include invoice number):

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Toronto, Ontario	Account (CAD):	5364535
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