

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

B E T W E E N:

M.O.S. MORTGAGEONE SOLUTIONS LTD.

Applicant

- and -

FINGAL PROPERTIES HOLDINGS INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

AFFIDAVIT OF ANTOINETTE DEPINTO
(sworn July 30, 2018)

I, ANTOINETTE DEPINTO, of the City of Vaughan, in the Province of Ontario, hereby
MAKE OATH AND SAY AS FOLLOWS:

1. I am a legal assistant with Chaitons LLP, lawyers for the Applicant in this proceeding. As a result, the facts set forth herein are within my personal knowledge or determined from the face of the documents attached hereto as exhibits and from information and advice provided to me from others. When matters deposed to herein are based upon information and advice, I have identified the sources of the information and advice and I verily believe same to be true.

2. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the affidavit of John Cornacchia sworn May 15, 2018 (the “**Cornacchia Affidavit**”).

Prime Estimate and Contract

3. As noted in paragraph 30 of the Cornacchia Affidavit, Prime estimated that it would cost approximately \$4.5 million plus HST to complete the construction of the Development. Attached hereto and marked as **Exhibit “A”** is a copy of Prime’s letter to MOS dated March 8, 2018 that details its estimate.

4. Prime subsequently provided MOS with a revised estimate of \$5,685,000 plus HST to complete the construction of the Development. The increase in the amount of the estimate was as a result of including additional work and supply of equipment, such as exterior work, eavestrough and downspouts, landscaping, kitchen equipment, and nurse call system, and revising the estimated amounts for certain items. Attached hereto and marked as **Exhibit “B”** is a copy of Prime’s letter to MOS dated June 19, 2018 and a draft contract.

Opinions of Value on the Development

5. Since the Cornacchia Affidavit was sworn, MOS has obtained two opinions as to the current market value of the Property.

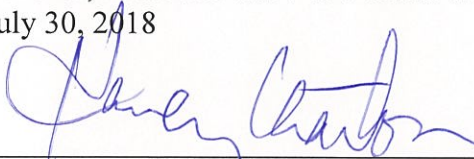
6. On July 5, 2018, I Pro Realty Ltd. Brokerage provided its opinion to MOS as to the current market value of the Property. Attached hereto and marked as **Exhibit “C”** is a copy of its opinion to MOS with the estimated market value of the Property redacted.

7. On July 19, 2018, Coldwell Banker Commercial provided its opinion to MOS as to the current market value for the Property. Attached hereto and marked as **Exhibit "D"** is a copy of its opinion to MOS with the estimated market value of the Property redacted.

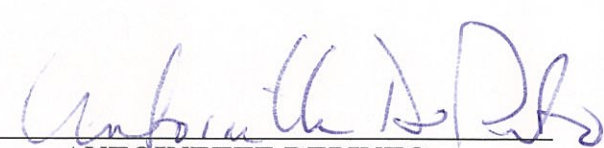
8. Unredacted copies of the opinions of value have been provided to the lawyers for First Source and Moya and will be filed with the Court on a confidential basis.

9. A redacted copy of the Amendment to the Agreement of Purchase and Sale between Canvas Technologies Inc., in trust, and Fingal Properties Holdings Inc. dated July 19, 2018 and executed by the parties at Court on July 23, 2018 is attached hereto and marked as **Exhibit "E"**. An unredacted copy was provided to the lawyers for First Source and Moya and will be filed with the Court on a confidential basis.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
July 30, 2018

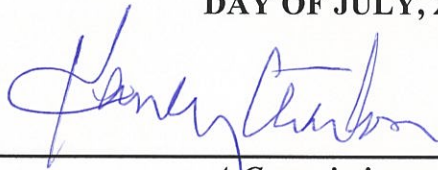


Commissioner for Taking Affidavits
(or as may be)

} 

ANTOINETTE DEPINTO

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF ANTOINETTE DEPINTO
SWORN BEFORE ME THIS 30TH
DAY OF JULY, 2018.**

A handwritten signature in blue ink, appearing to read "Henry Tubon", written over a horizontal line.

A Commissioner etc.

Where the Building Begins.



PRIME DESIGN BUILD
CORPORATION

241 Applewood Cr.,
Unit #10
Vaughan, ON
L4K 4B6

Tel: 905.532.0650
Fax: 905.532.0654

March 8, 2018

MOS MortgageOne Solutions Ltd.
5757 Kennedy Road, Suite 2
Mississauga, Ontario
L4Z 0C5

Attention: Mr. Paul Mangion

Reference: 39232 Fingal Line, St Thomas, ON. – Completion of Retirement Facility

Dear Sirs,

Our price for the above noted project will be \$4,419,608.00 (four million four hundred and nineteen thousand six hundred and eight dollars) plus HST for the balance of the construction as per the documents as listed in Appendix A attached. The contract for the project will be performed on a firm price basis as per a CCDC2 2008 type contract unmodified.

Our price anticipates that the start of construction would be by April 15, 2018 with full permit.

To avoid any ambiguities the following clarifications form part of our Tender:

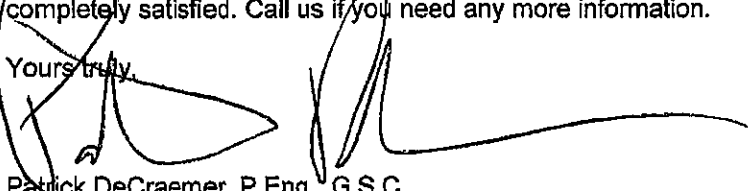
- 1) For the purpose of this price, it is assumed and agreed that Prime is not responsible for the completeness or workmanship of, and do not guarantee or warranty, any work not performed by Prime Design Build Corporation. A survey of the building to be undertaken to record and document current condition of the building. Repairs to existing work when required and/or discovered will be costed and priced on a cost plus 5% basis and submitted for timely approval.
- 2) A mobilization fee of \$250,000.00 will apply for this project. To be used to site verify, survey and prep for the hiring of new subcontractors. The mobilization fee will be deducted from the first approved project draw.
- 3) Price is based on documents received and a walk through arranged on May 12, 2017.
- 4) We included for items as shown in attached Tender Closing Sheet attached as Appendix B. Appendix B wherein several Cash Allowances have been established as listed.
- 5) Our tender is based on acceptance two weeks before start of construction with a full permit available.
- 6) Our tender is based on the most economical form of construction in instances of conflicting or differing details amongst the drawings and specifications issued for tender.
- 7) Our tender is based on adequate access to the site for construction and related activities.

- 8) A 50/50 performance bond and labour and material payment bond is not included. An extra of \$41,433.00 plus HST will be required for this bonding if required.
- 9) During construction period Prime to be given exclusive control of the building and site to ensure security and safety.
- 10) No allowance has been made for repair of existing concrete slab cracking, if required. Only levelling for the purpose of carpet floor finish is allowed.
- 11) Prime reserves the right to confirm the allowed amounts for Electrical and Mechanical Trades prior to acceptance of a contract. Upon confirmation, an amount for adjustment may be required.
- 12) Our Tender does not include for:
 - a) Inspection/testing, if required.
 - b) Irrigation of landscaped areas is not included and not shown on plans.
 - c) Permits, fees, damage deposits, utility connection/relocation/removal costs/charges, development charges, PUC charges, levies, rights of servitude, and/or obtaining of temporary or permanent easements.
 - d) Handling, disposal, or testing of contaminated material, if required.
 - e) Any work noted on plans as "by others" or "by owner".
 - f) Any Hydro charges/fees, if required.
 - g) Increase to any taxes (HST, PST, GST) subsequent to the date of this tender submission.

Our Tender is submitted subject to financing, payment conditions and security related to the project satisfactory to Prime Design Build Corporation.

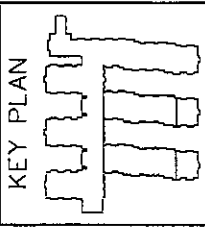
We look forward to working with you to bring your project to a successful conclusion and will work to ensure that you are completely satisfied. Call us if you need any more information.

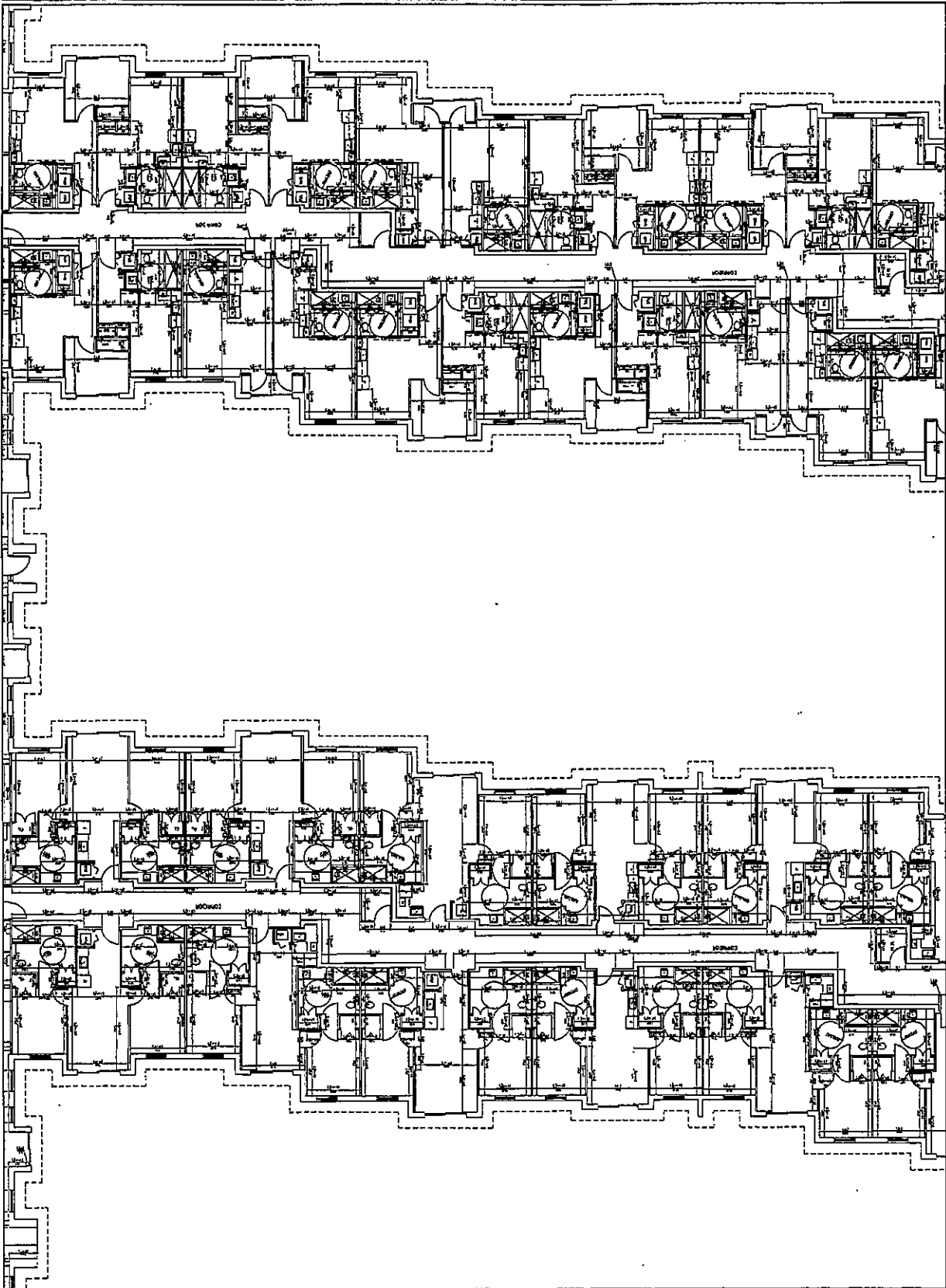
Yours truly,



Patrick DeCraemer, P.Eng., G.S.C.
President, Prime Design Build Corporation

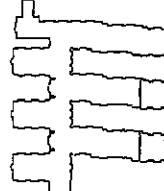
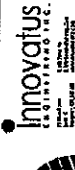


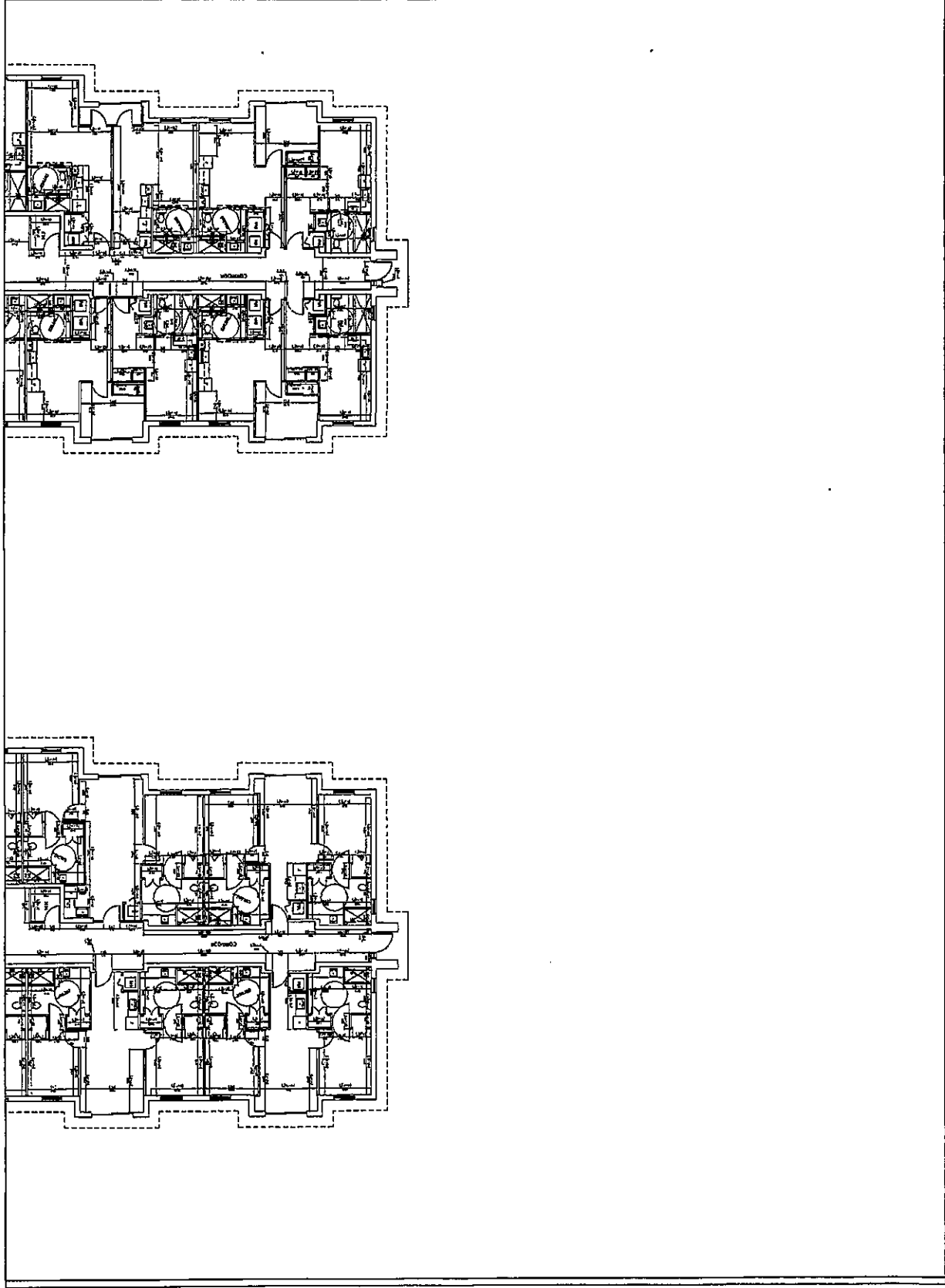
<p>© 2010 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter specifications without notice.</p> <p>Autodesk reserves the right to alter specifications without notice.</p>	<p>KEY PLAN</p> 	<p>Innovatus CORPORATION</p> <p>10000 Innovation Blvd Suite 100 Dallas, TX 75243 Tel: 972.992.1000 www.innovatuscorp.com</p>	<p>PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE 32353 FINGAL LINE ST THOMAS, OKLAHOMA</p>	<p>PROPOSED FLOOR PLAN LAYOUT</p>	<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>APP'D</td> <td>SCALE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">PROJECT NUMBER</td> <td>DATE PLOTTED</td> </tr> <tr> <td colspan="3">01201401</td> <td>A1.2</td> </tr> </table>	DATE	BY	APP'D	SCALE					PROJECT NUMBER			DATE PLOTTED	01201401			A1.2
DATE	BY	APP'D	SCALE																		
PROJECT NUMBER			DATE PLOTTED																		
01201401			A1.2																		



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT


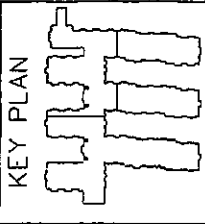
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

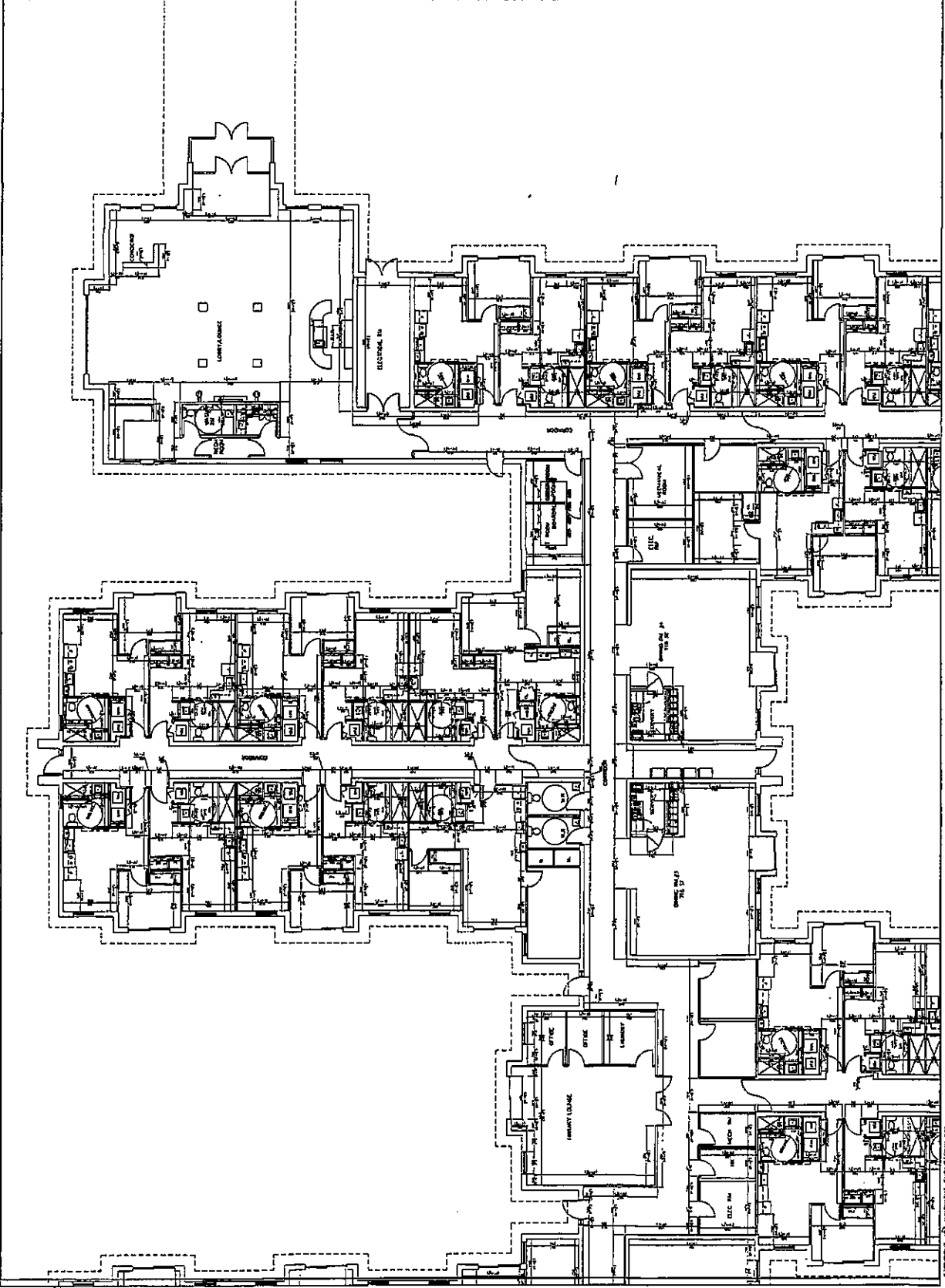
<p>PLEASE CONSULT THE ARCHITECT'S NOTES FOR ALL DIMENSIONS AND SPECIFICATIONS. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>1 - 1/4" = 1'-0" (Architect's Scale) 1/8" = 1'-0" (Mechanical Scale)</p>	<table border="1"> <tr><th>NO.</th><th>REVISION</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	REVISION	DATE										<p>KEY PLAN</p> 	 <p>Innovatus ENGINEERING INC.</p>	<p>Project No. _____ Date _____</p>	<p>MEADOW CREEK RETIREMENT RESIDENCE 32393 FINGAL LINE ST THOMAS, ONTARIO</p>	<p>PROPOSED FLOOR PLAN LAYOUT</p>	<table border="1"> <tr><td>DATE</td><td>6/7</td></tr> <tr><td>EXPIRES</td><td>30/9</td></tr> <tr><td>SCALE</td><td>AS SHOWN</td></tr> <tr><td>PROJECT NUMBER</td><td>01201401</td></tr> <tr><td>ARCHITECT</td><td>A1.3</td></tr> </table>	DATE	6/7	EXPIRES	30/9	SCALE	AS SHOWN	PROJECT NUMBER	01201401	ARCHITECT	A1.3
NO.	REVISION	DATE																											
DATE	6/7																												
EXPIRES	30/9																												
SCALE	AS SHOWN																												
PROJECT NUMBER	01201401																												
ARCHITECT	A1.3																												



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

<p>© 2008 Autodesk, Inc. All rights reserved. This document is the property of Autodesk, Inc. It is not to be distributed, copied, or reproduced in any form without the prior written permission of Autodesk, Inc.</p>		<p>01201-401</p>	<p>A1.4</p>
<p>KEY PLAN</p> 		<p>PROPOSED FLOOR PLAN LAYOUT</p>	
<p>INNOVATUS ARCHITECTURE INC.</p>		<p>01201-401</p>	



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

INNOVATUS
RESIDENTIAL LIFE

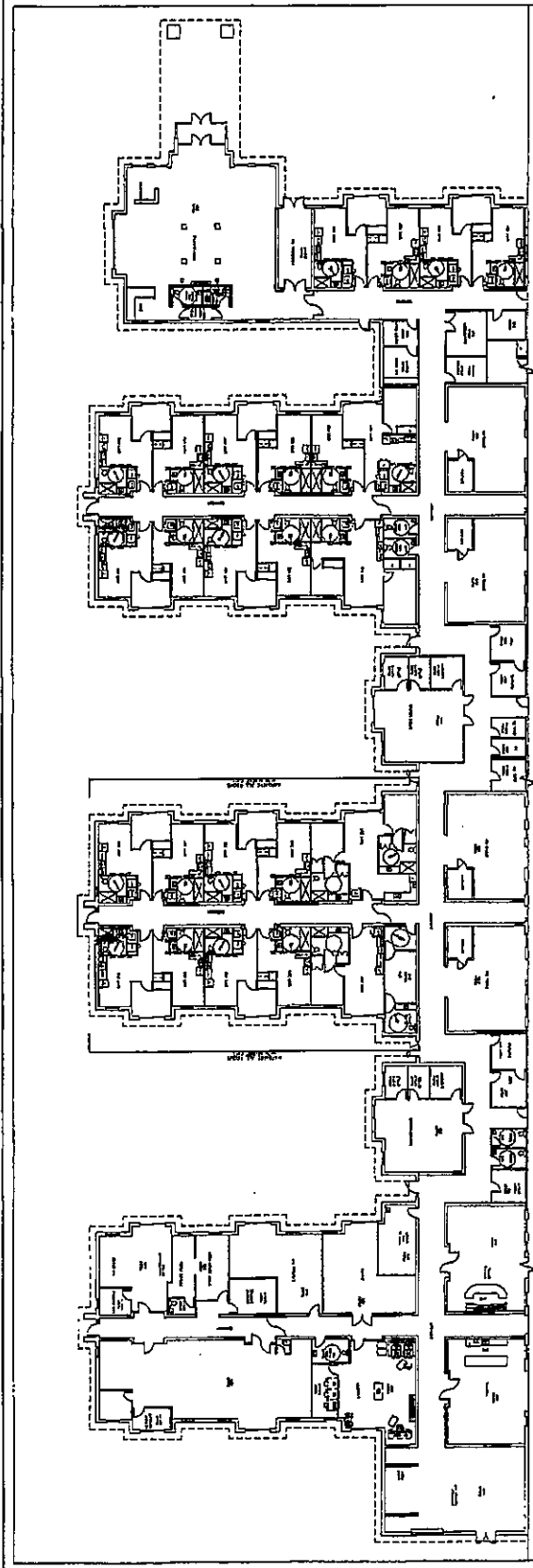
1000
1000
1000

MEADOW CREEK
RETIREMENT RESIDENCE
ST THOMAS, ONTARIO

PROPOSED FLOOR PLAN
LAYOUT

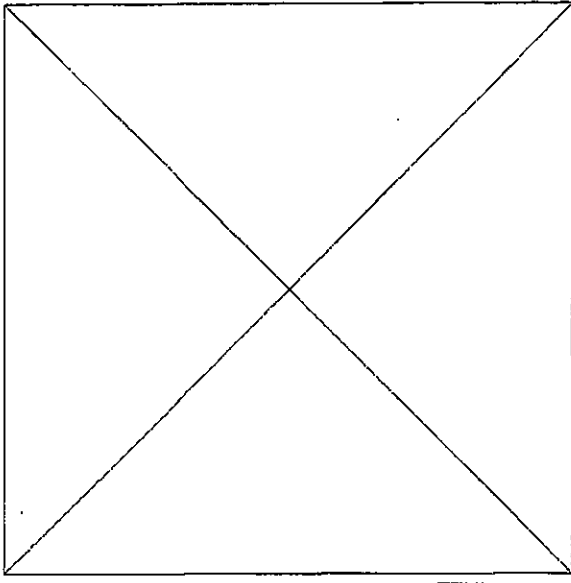
01201401

A1.1



PROPOSED BASE PLAN
SCALE: 1/16"=1'-0"

↑ SEE PLAN A1.2 ↓



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CEILING	1	SQ FT	1.00	1.00
2	FLOORING	1	SQ FT	1.00	1.00
3	WALLS	1	SQ FT	1.00	1.00
4	DOORS	1	EA	1.00	1.00
5	WINDOWS	1	EA	1.00	1.00
6	MECHANICAL	1	EA	1.00	1.00
7	ELECTRICAL	1	EA	1.00	1.00
8	PLUMBING	1	EA	1.00	1.00
9	PAINT	1	SQ FT	1.00	1.00
10	FINISHES	1	SQ FT	1.00	1.00
11	MECHANICAL	1	EA	1.00	1.00
12	ELECTRICAL	1	EA	1.00	1.00
13	PLUMBING	1	EA	1.00	1.00
14	MECHANICAL	1	EA	1.00	1.00
15	ELECTRICAL	1	EA	1.00	1.00
16	PLUMBING	1	EA	1.00	1.00
17	MECHANICAL	1	EA	1.00	1.00
18	ELECTRICAL	1	EA	1.00	1.00
19	PLUMBING	1	EA	1.00	1.00
20	MECHANICAL	1	EA	1.00	1.00
21	ELECTRICAL	1	EA	1.00	1.00
22	PLUMBING	1	EA	1.00	1.00
23	MECHANICAL	1	EA	1.00	1.00
24	ELECTRICAL	1	EA	1.00	1.00
25	PLUMBING	1	EA	1.00	1.00
26	MECHANICAL	1	EA	1.00	1.00
27	ELECTRICAL	1	EA	1.00	1.00
28	PLUMBING	1	EA	1.00	1.00
29	MECHANICAL	1	EA	1.00	1.00
30	ELECTRICAL	1	EA	1.00	1.00
31	PLUMBING	1	EA	1.00	1.00
32	MECHANICAL	1	EA	1.00	1.00
33	ELECTRICAL	1	EA	1.00	1.00
34	PLUMBING	1	EA	1.00	1.00
35	MECHANICAL	1	EA	1.00	1.00
36	ELECTRICAL	1	EA	1.00	1.00
37	PLUMBING	1	EA	1.00	1.00
38	MECHANICAL	1	EA	1.00	1.00
39	ELECTRICAL	1	EA	1.00	1.00
40	PLUMBING	1	EA	1.00	1.00
41	MECHANICAL	1	EA	1.00	1.00
42	ELECTRICAL	1	EA	1.00	1.00
43	PLUMBING	1	EA	1.00	1.00
44	MECHANICAL	1	EA	1.00	1.00
45	ELECTRICAL	1	EA	1.00	1.00
46	PLUMBING	1	EA	1.00	1.00
47	MECHANICAL	1	EA	1.00	1.00
48	ELECTRICAL	1	EA	1.00	1.00
49	PLUMBING	1	EA	1.00	1.00
50	MECHANICAL	1	EA	1.00	1.00

LEGEND: 1/16"=1'-0" (SCALE)

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

CONFORM TO LOCAL AND STATE ALL APPLICABLE AND
 THE LATEST REVISIONS OF THE INTERNATIONAL
 BUILDING CODE, AND TO ALL CITY ORDINANCES AND
 REGULATIONS THAT MAY BE ENACTED FROM TIME TO TIME.

: General Notes
 : Section Notes
 : Schedule Notes
 : Detail Notes

No.	Date	Description

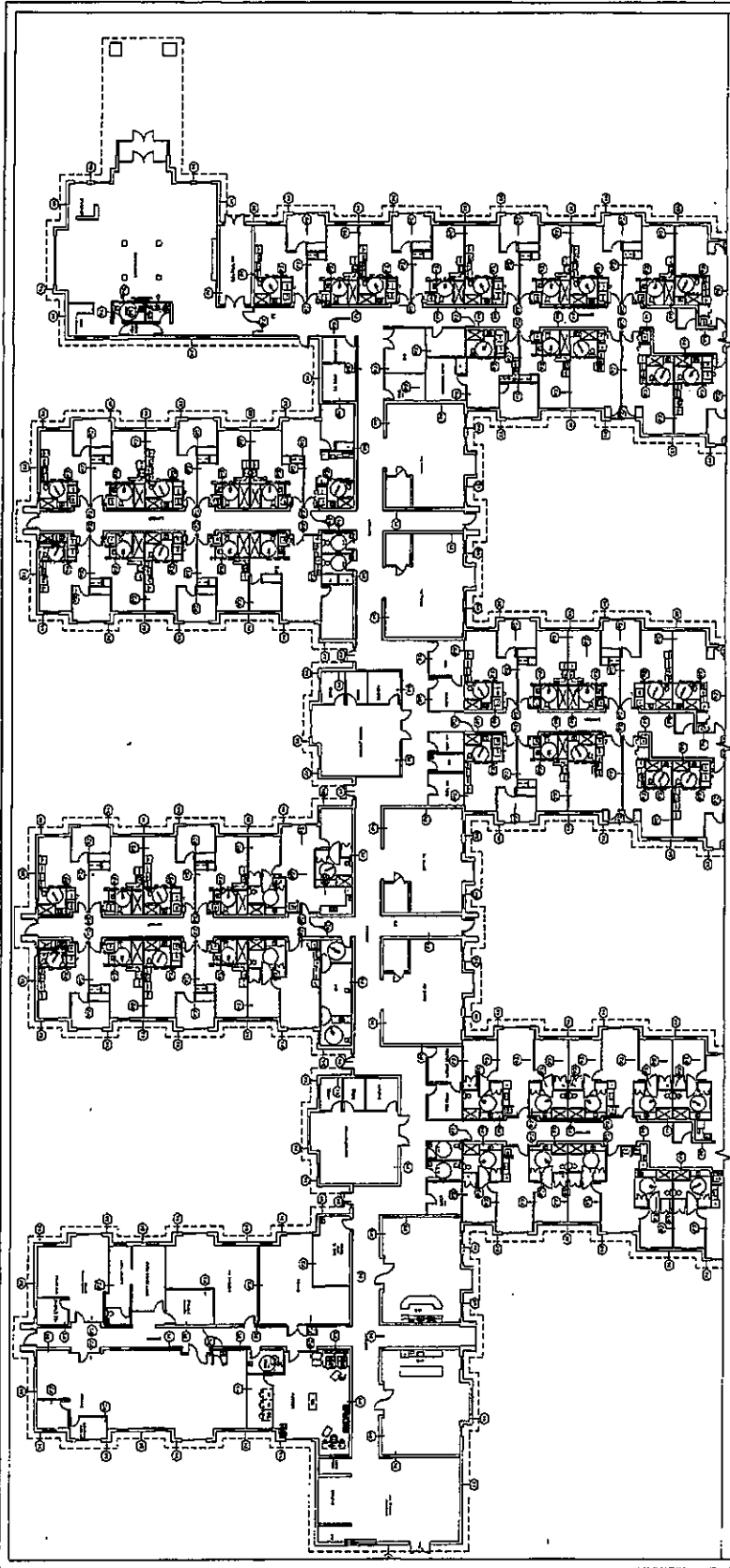
Innovatus
 ARCHITECTS P.C.
 10000 N. 10th Street, Suite 100
 Scottsdale, AZ 85258
 (480) 344-1100
 www.innovatusarch.com

MEADOW CREEK
 RETIREMENT RESIDENCE
 32393 FINGAL LINE
 ST THOMAS, UTAH

WALL TYPE LAYOUT

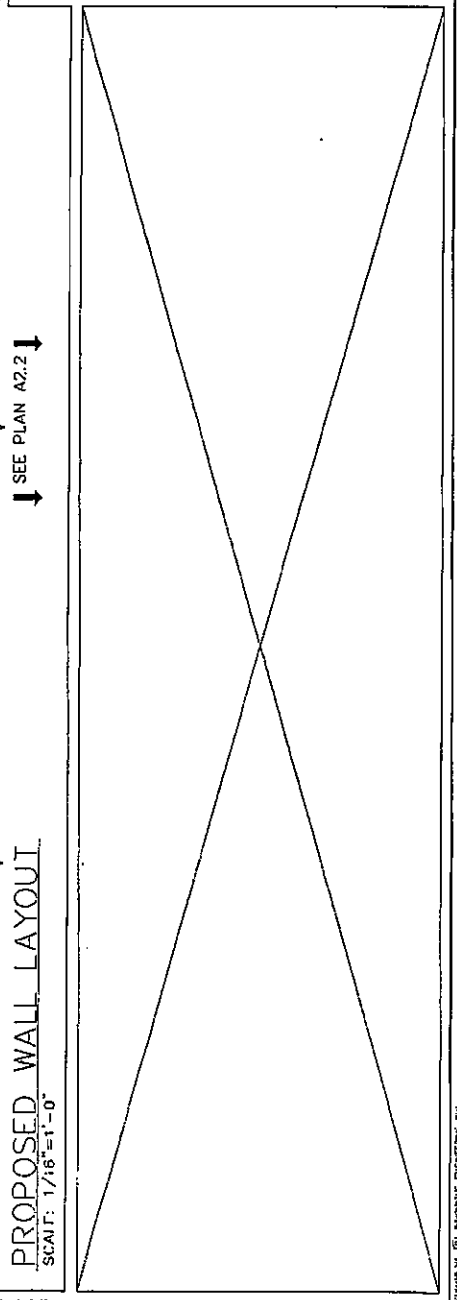
04201401

A2.1



WALL TYPES SCHEDULE

1	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
2	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
3	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
4	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
5	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
6	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
7	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
8	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
9	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD
10	1/2" BRICK VENEER ON 8" CMU WALL SYSTEM WITH 1/2" GYPSUM BOARD 1/2" GYPSUM BOARD



PROPOSED WALL LAYOUT
 SCALE: 1/16"=1'-0"

SEE PLAN A2.2

1. Mechanical notes
 2. See notes on other sheets

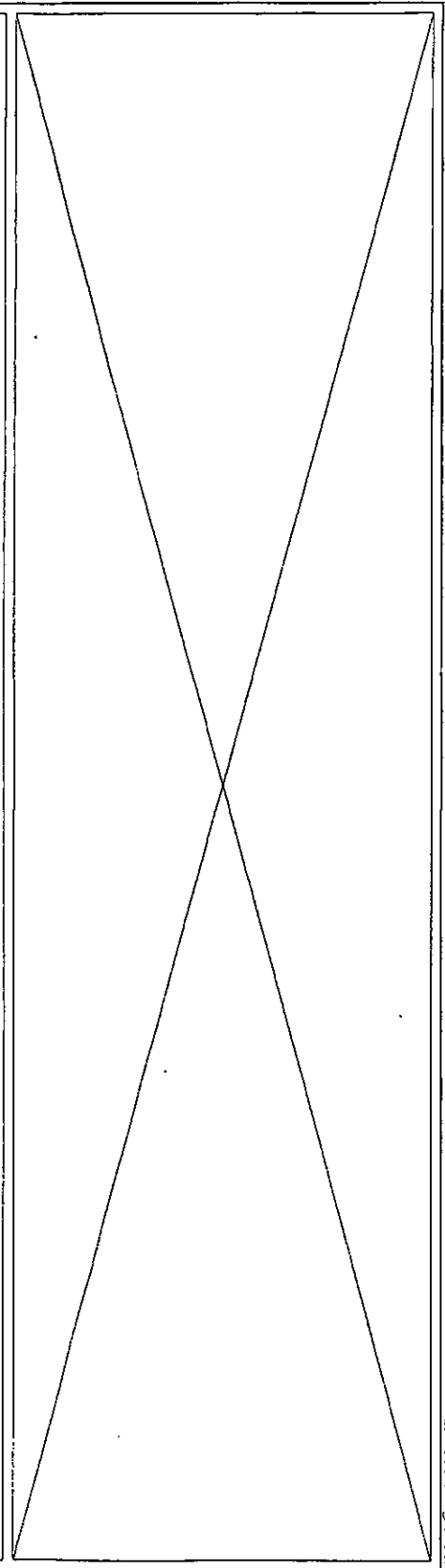
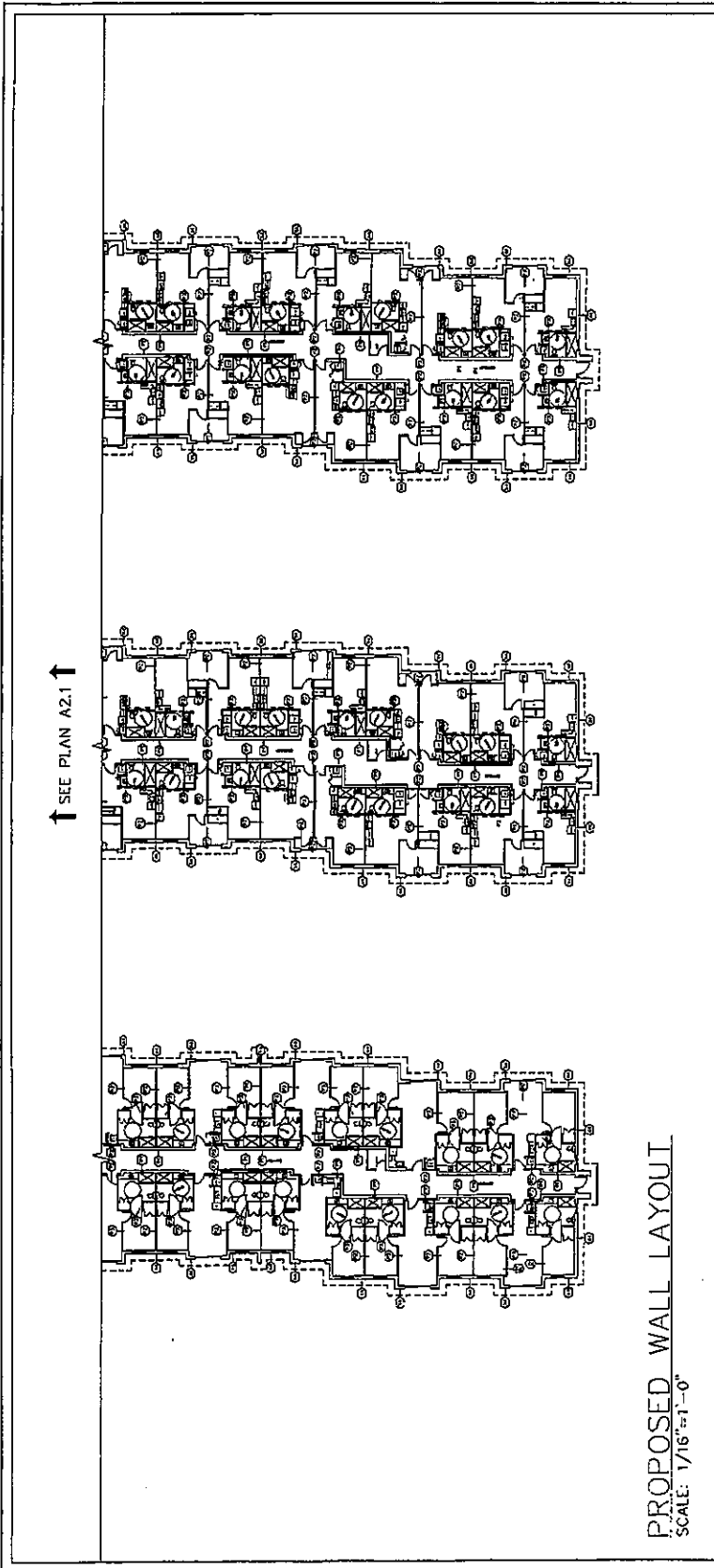
04201401



MEADOW CREEK
 RETIREMENT RESIDENCE
 32393 FINGAL LINE
 ST THOMAS, ONTARIO

WALL TYPE LAYOUT

PROJECT NO.	04201401
DATE	
SCALE	A2.2



PROPOSED WALL LAYOUT
 SCALE: 1/16"=1'-0"

PROJECT NO. 04201401
 SHEET NO. 11
 DATE: 08/14/01
 DRAWN BY: J. H. HARRIS

PROJECT TITLE
 MEADOW CREEK
 RETIREMENT RESIDENCE
 32353 FINGAL LINE
 ST. THOMAS, ONTARIO

ROOM LAYOUTS AND
 SUITE BREAKDOWNS

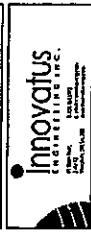
PROJECT NO. 04201401

SHEET NO. 11

DATE: 08/14/01

DRAWN BY: J. H. HARRIS

SCALE: 1/4" = 1'-0"



PROJECT TITLE
 MEADOW CREEK
 RETIREMENT RESIDENCE
 32353 FINGAL LINE
 ST. THOMAS, ONTARIO

ROOM LAYOUTS AND
 SUITE BREAKDOWNS

PROJECT NO. 04201401

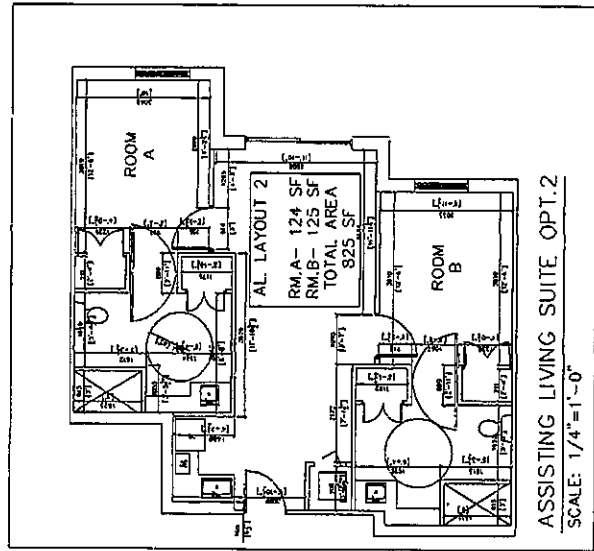
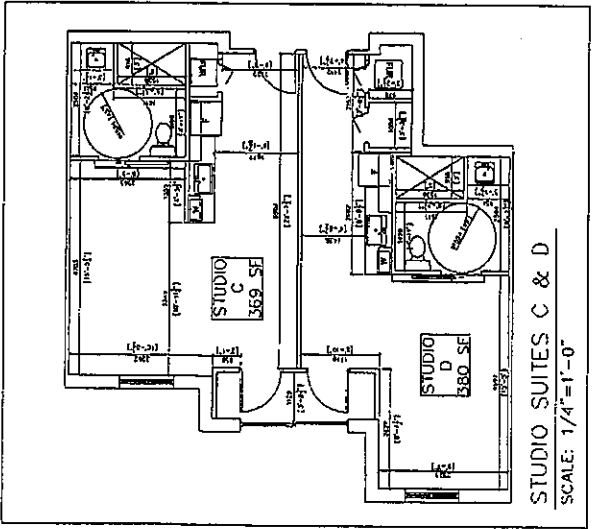
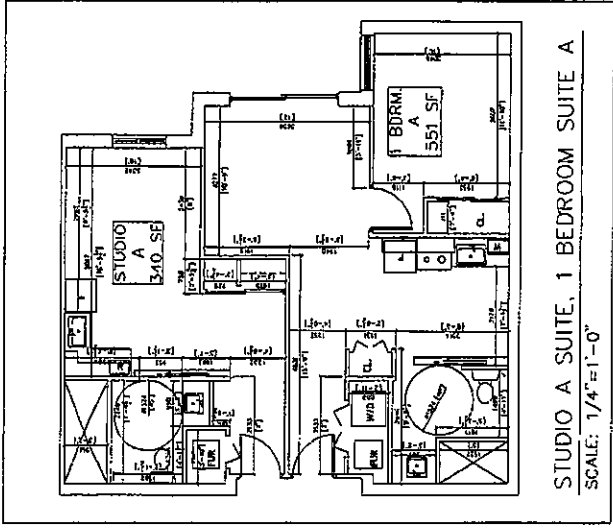
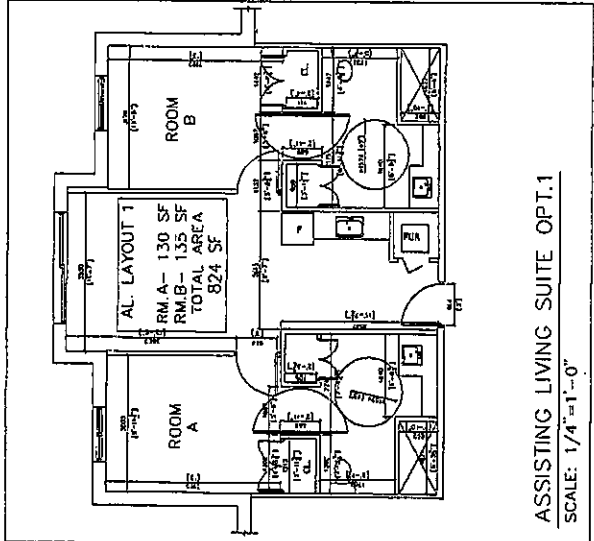
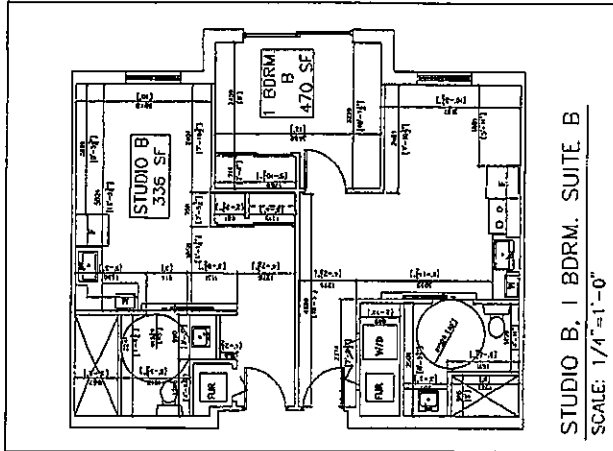
SHEET NO. 11

DATE: 08/14/01

DRAWN BY: J. H. HARRIS

SCALE: 1/4" = 1'-0"

SUITE TYPE	#ROOMS	#BEDS.
STUDIO A.	1	1
1 BDRM A	2	2
STUDIO B.	30	30
1 BDRM B	30	30
STUDIO C	8	8
STUDIO D	8	8
AL. 1	10	20
AL. 2	6	12
TOTAL	95	111



CONSTRUCTION NOTES: SEE ALL DIMENSIONS AND LOCATIONS OF WALLS, DOORS AND WINDOWS TO THE CENTERLINE UNLESS NOTED OTHERWISE.

SYMBOLS

- VANITY LIGHT
- DUAL OUTLET
- LIGHT FIXTURE
- SINGLE SWITCH
- DUAL SWITCH
- TRIPLE SWITCH
- NURSE CALL BELL
- PHONE JACK
- TV JACK

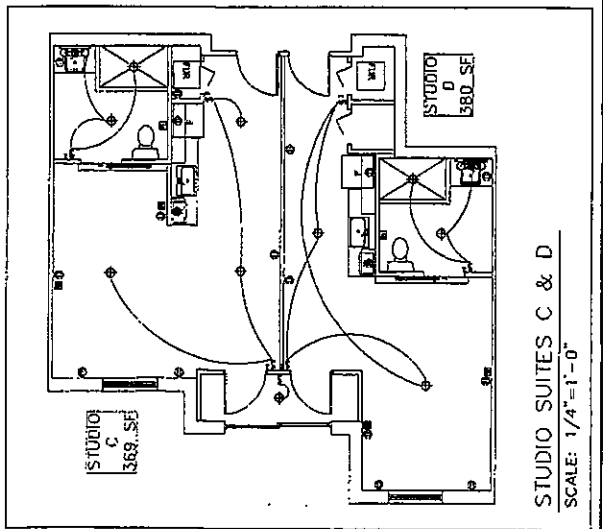
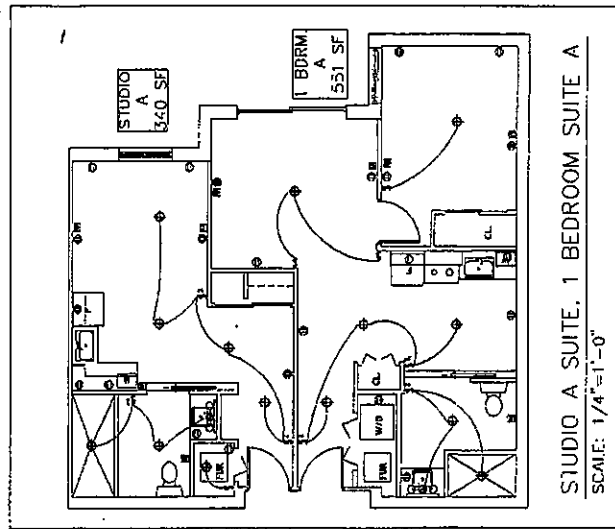
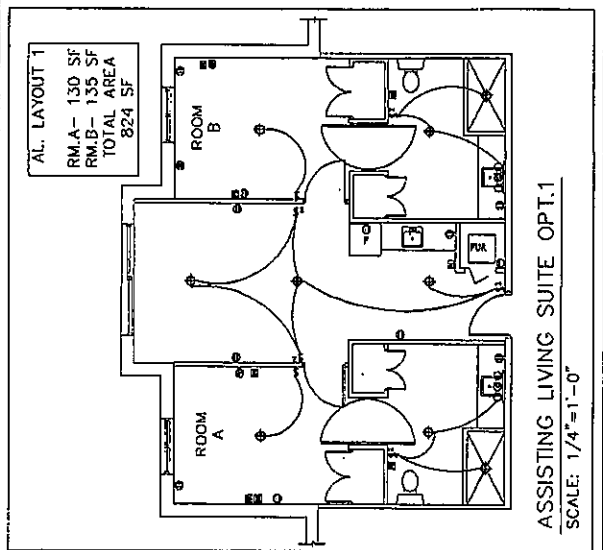
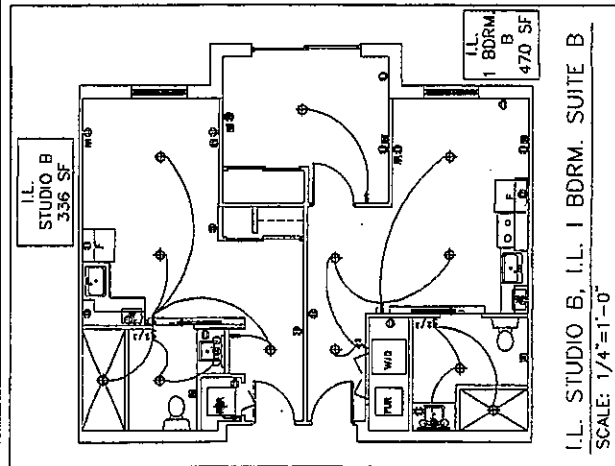
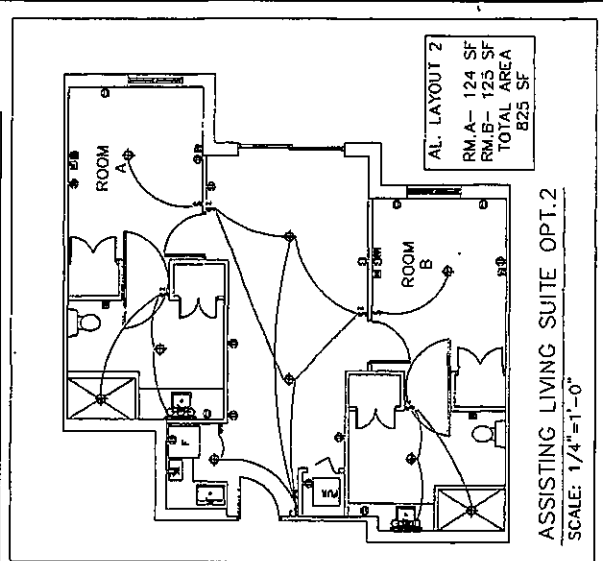
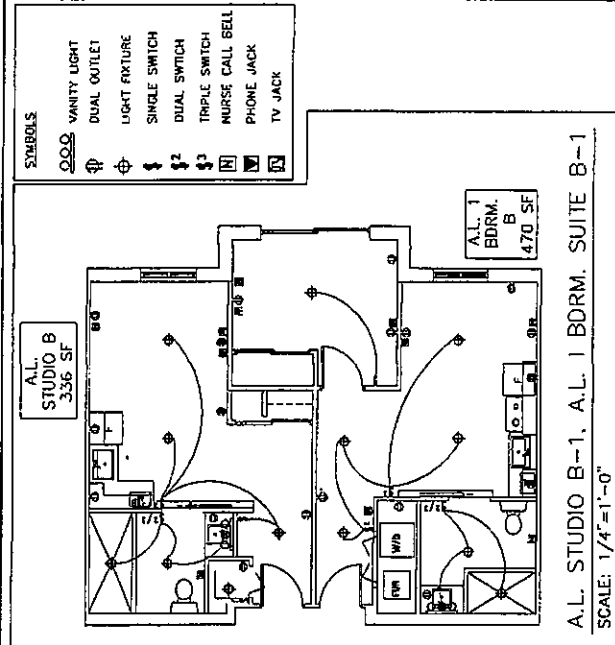
Legend for symbols: ○ (Vanity Light), □ (Dual Outlet), ○ (Light Fixture), ○ (Single Switch), ○ (Dual Switch), ○ (Triple Switch), ○ (Nurse Call Bell), ○ (Phone Jack), ○ (TV Jack)



MEADOW CREEK
RETIREMENT RESIDENCE
32293 FINGAL LINE
ST THOMAS, ONTARIO

PROPOSED TYPICAL ROOM
ELECTRICAL, NURSE CALL
TV AND DATA LAYOUT

PROJECT NO.	04201401
DATE	SEPTEMBER 2015
SCALE	AS SHOWN
PROJECT NAME	A3.1



DATE: 04/20/14
PROJECT: MEADOW CREEK RETIREMENT RESIDENCE
PHASE 1 AND PHASE 2 LAYOUT
SCALE: NTS

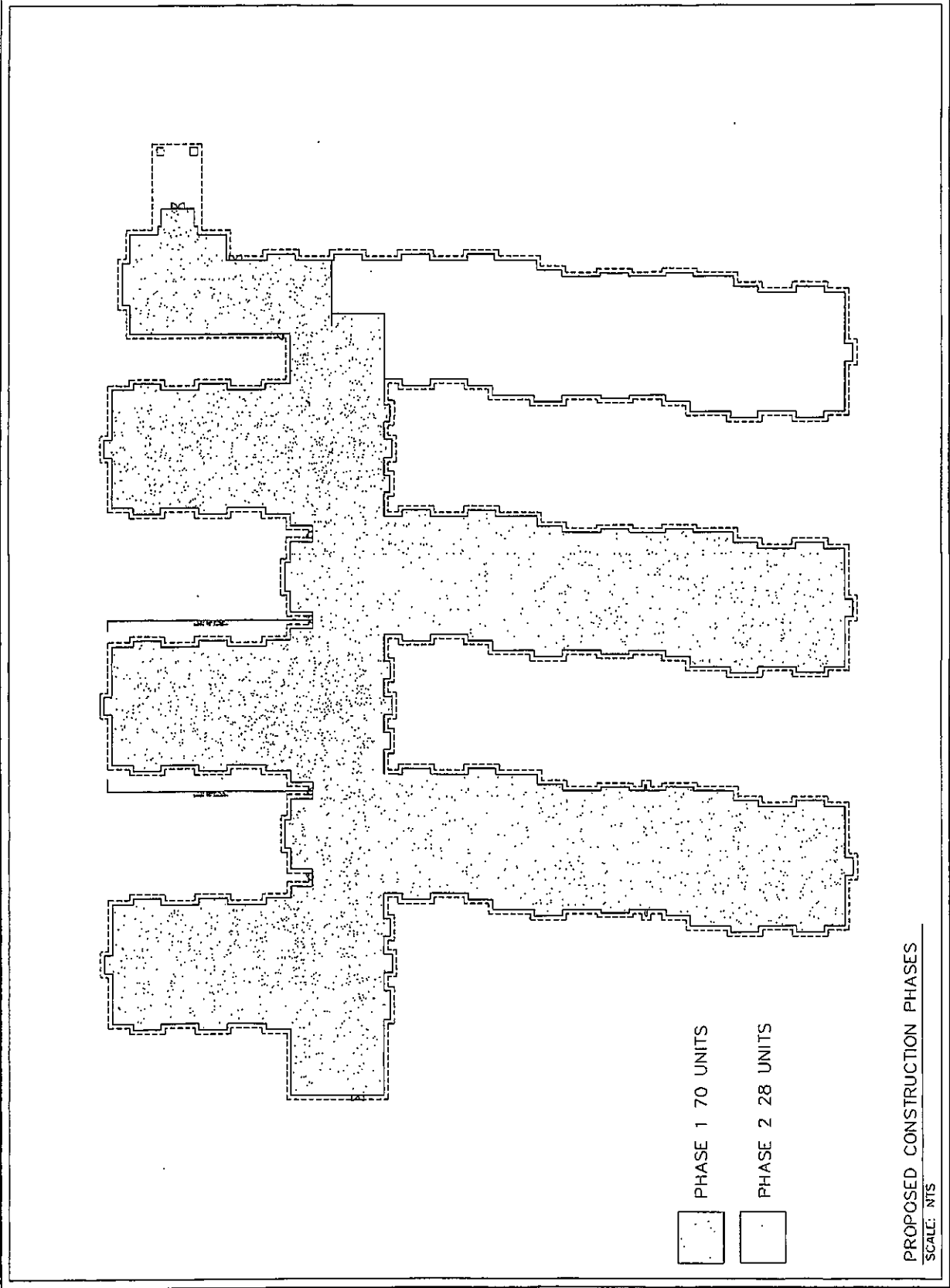
NO.	DESCRIPTION	DATE



**MEADOW CREEK
RETIREMENT RESIDENCE
32393 FINGAL LINE
ST THOMAS, ONTARIO**

**PROPOSED PHASE 1 AND
PHASE 2 LAYOUT**

PROJECT NO.	04201401
DATE	APRIL 2014
SCALE	NTS
PROJECT NAME	MEADOW CREEK RETIREMENT RESIDENCE
CLIENT NAME	
PROJECT LOCATION	
PROJECT NUMBER	A5




PHASE 1 70 UNITS
 PHASE 2 28 UNITS

PROPOSED CONSTRUCTION PHASES
 SCALE: NTS

© 2004 Autodesk, Inc. All rights reserved. This document is the property of Autodesk, Inc. It is to be used only for the project and site for which it was prepared. It is not to be distributed, copied, or otherwise used for any other project or site without the written permission of Autodesk, Inc.

1 - 1/2" = 1'-0" (Overall) (As Shown)
 1/4" = 1'-0" (Detail) (As Shown)



Innovatus
ENGINEERING, INC.
11000 W. 11th Street
Suite 100
Denver, CO 80202
Tel: 303.751.1100
Fax: 303.751.1101
www.innovatuseng.com

PROJECT NAME: MEADOW CREEK RETIREMENT RESIDENCE 32393 FINGAL LINE ST THUNDERBOLT, DENVER

PROJECT NO.: 04201401

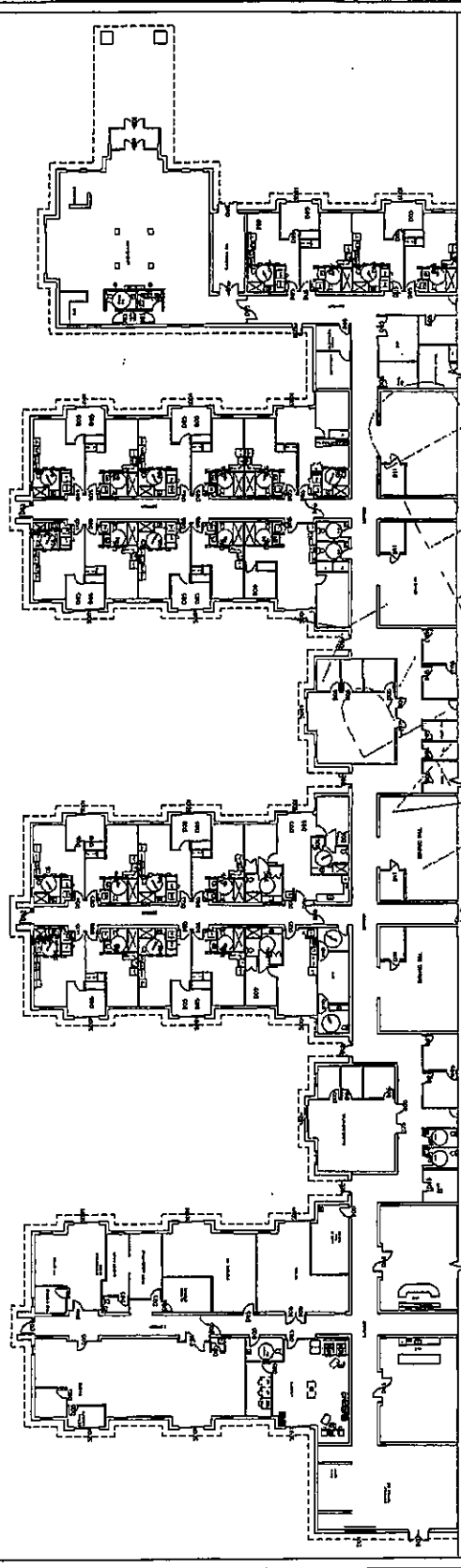
DATE: 01/15/04

SCALE: AS SHOWN

PROJECT NUMBER: 04201401

SHEET NUMBER: A6.1

DOOR SCHEDULE AND LAYOUT



DOOR SCHEDULE LAYOUT
SCALE: 1/16"=1'-0"

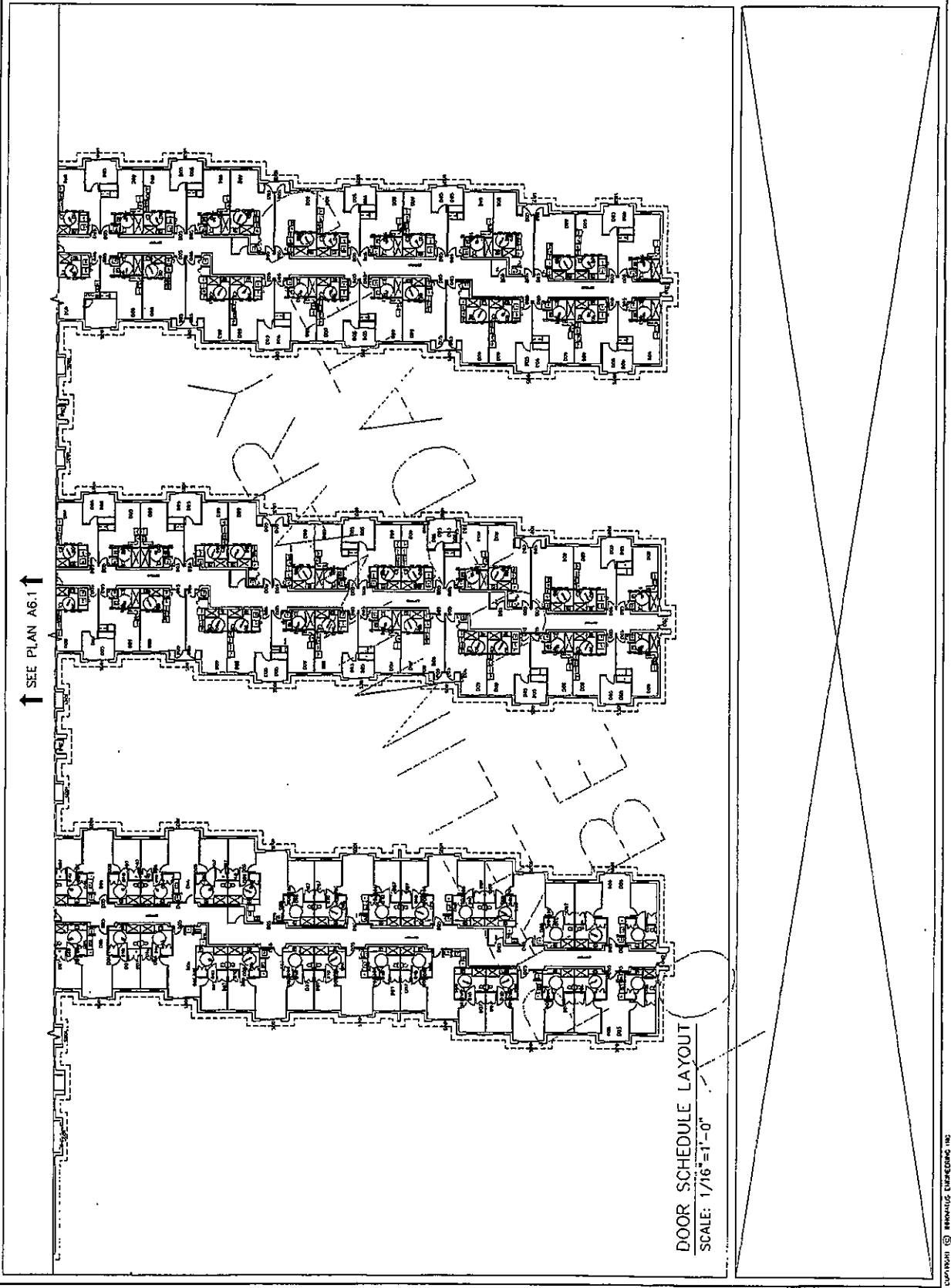
SEE PLAN A6.2

NO.	TYPE	LOCATION	FINISH	MARKING	REMARKS
1	SWING	101	01	101	SWING IN
2	SWING	102	01	102	SWING IN
3	SWING	103	01	103	SWING IN
4	SWING	104	01	104	SWING IN
5	SWING	105	01	105	SWING IN
6	SWING	106	01	106	SWING IN
7	SWING	107	01	107	SWING IN
8	SWING	108	01	108	SWING IN
9	SWING	109	01	109	SWING IN
10	SWING	110	01	110	SWING IN
11	SWING	111	01	111	SWING IN
12	SWING	112	01	112	SWING IN
13	SWING	113	01	113	SWING IN
14	SWING	114	01	114	SWING IN
15	SWING	115	01	115	SWING IN
16	SWING	116	01	116	SWING IN
17	SWING	117	01	117	SWING IN
18	SWING	118	01	118	SWING IN
19	SWING	119	01	119	SWING IN
20	SWING	120	01	120	SWING IN
21	SWING	121	01	121	SWING IN
22	SWING	122	01	122	SWING IN
23	SWING	123	01	123	SWING IN
24	SWING	124	01	124	SWING IN
25	SWING	125	01	125	SWING IN
26	SWING	126	01	126	SWING IN
27	SWING	127	01	127	SWING IN
28	SWING	128	01	128	SWING IN
29	SWING	129	01	129	SWING IN
30	SWING	130	01	130	SWING IN
31	SWING	131	01	131	SWING IN
32	SWING	132	01	132	SWING IN
33	SWING	133	01	133	SWING IN
34	SWING	134	01	134	SWING IN
35	SWING	135	01	135	SWING IN
36	SWING	136	01	136	SWING IN
37	SWING	137	01	137	SWING IN
38	SWING	138	01	138	SWING IN
39	SWING	139	01	139	SWING IN
40	SWING	140	01	140	SWING IN
41	SWING	141	01	141	SWING IN
42	SWING	142	01	142	SWING IN
43	SWING	143	01	143	SWING IN
44	SWING	144	01	144	SWING IN
45	SWING	145	01	145	SWING IN
46	SWING	146	01	146	SWING IN
47	SWING	147	01	147	SWING IN
48	SWING	148	01	148	SWING IN
49	SWING	149	01	149	SWING IN
50	SWING	150	01	150	SWING IN
51	SWING	151	01	151	SWING IN
52	SWING	152	01	152	SWING IN
53	SWING	153	01	153	SWING IN
54	SWING	154	01	154	SWING IN
55	SWING	155	01	155	SWING IN
56	SWING	156	01	156	SWING IN
57	SWING	157	01	157	SWING IN
58	SWING	158	01	158	SWING IN
59	SWING	159	01	159	SWING IN
60	SWING	160	01	160	SWING IN
61	SWING	161	01	161	SWING IN
62	SWING	162	01	162	SWING IN
63	SWING	163	01	163	SWING IN
64	SWING	164	01	164	SWING IN
65	SWING	165	01	165	SWING IN
66	SWING	166	01	166	SWING IN
67	SWING	167	01	167	SWING IN
68	SWING	168	01	168	SWING IN
69	SWING	169	01	169	SWING IN
70	SWING	170	01	170	SWING IN
71	SWING	171	01	171	SWING IN
72	SWING	172	01	172	SWING IN
73	SWING	173	01	173	SWING IN
74	SWING	174	01	174	SWING IN
75	SWING	175	01	175	SWING IN
76	SWING	176	01	176	SWING IN
77	SWING	177	01	177	SWING IN
78	SWING	178	01	178	SWING IN
79	SWING	179	01	179	SWING IN
80	SWING	180	01	180	SWING IN
81	SWING	181	01	181	SWING IN
82	SWING	182	01	182	SWING IN
83	SWING	183	01	183	SWING IN
84	SWING	184	01	184	SWING IN
85	SWING	185	01	185	SWING IN
86	SWING	186	01	186	SWING IN
87	SWING	187	01	187	SWING IN
88	SWING	188	01	188	SWING IN
89	SWING	189	01	189	SWING IN
90	SWING	190	01	190	SWING IN
91	SWING	191	01	191	SWING IN
92	SWING	192	01	192	SWING IN
93	SWING	193	01	193	SWING IN
94	SWING	194	01	194	SWING IN
95	SWING	195	01	195	SWING IN
96	SWING	196	01	196	SWING IN
97	SWING	197	01	197	SWING IN
98	SWING	198	01	198	SWING IN
99	SWING	199	01	199	SWING IN
100	SWING	200	01	200	SWING IN

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



<p>© 2004 Autodesk, Inc. All rights reserved. All dimensions and quantities are approximate. All dimensions and quantities are subject to change without notice. All dimensions and quantities are subject to change without notice.</p>	<p>DATE: 04/20/14</p> <p>BY: [Signature]</p>	<p>PROJECT NAME: MEADOW CREEK RETIREMENT RESIDENCE 32393 FINGAL LINE ST THOMAS, OHIO</p>	<p>PROJECT NUMBER: 04-201401</p>	<p>SCALE: A6.2</p>
	<p>PROJECT TITLE: DOOR SCHEDULE AND LAYOUT</p>			

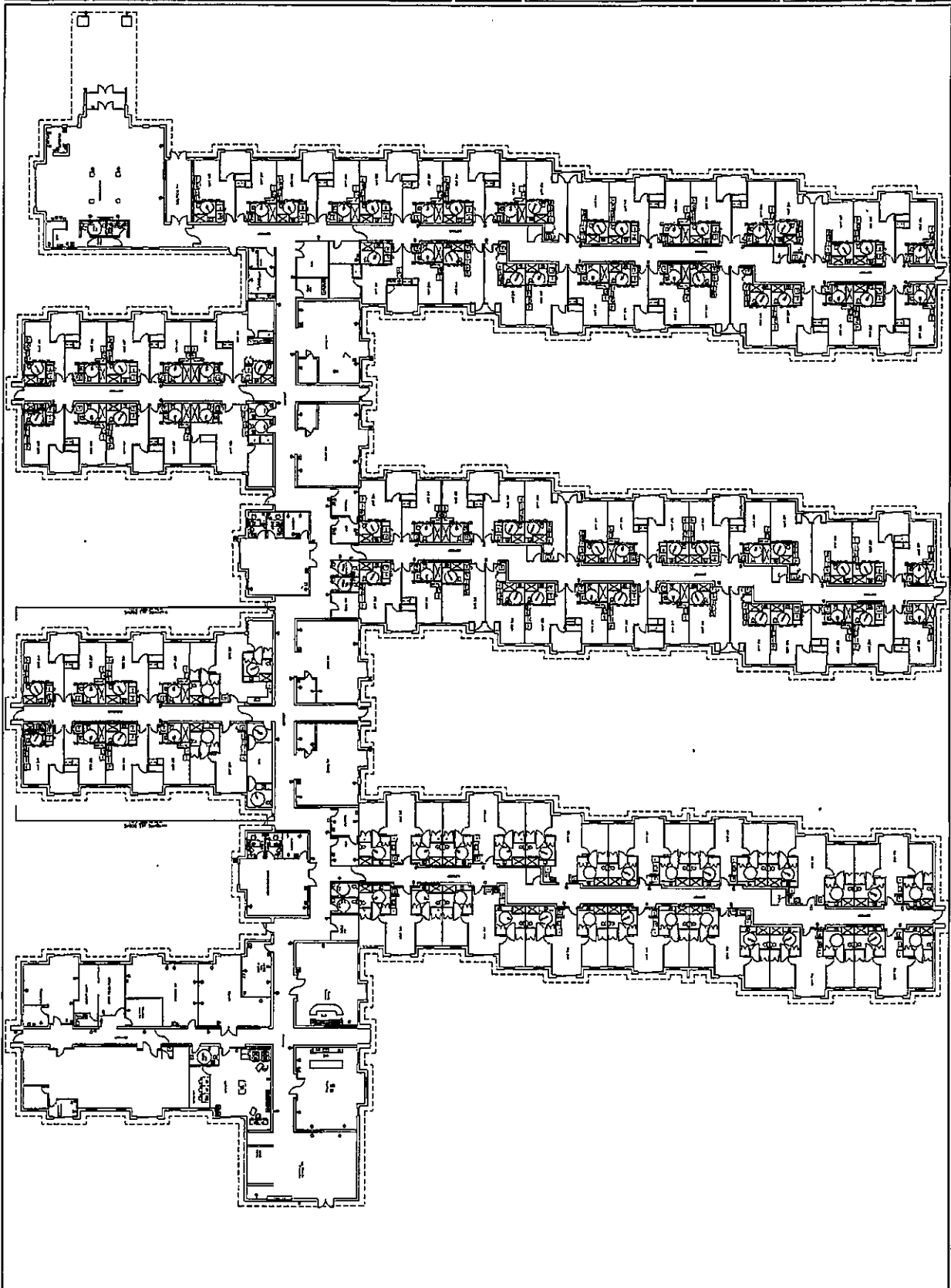


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

© 2004 Autodesk, Inc. All rights reserved.


CONSTRUCTION OF THIS AND EVERY OTHER SHEET OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS SHEET.		PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY		MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, ONTARIO	ELECTRICAL LAYOUT	PROJECT NUMBER 04201401	SHEET NUMBER A7
						PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE	PROJECT LOCATION ST THOMAS, ONTARIO

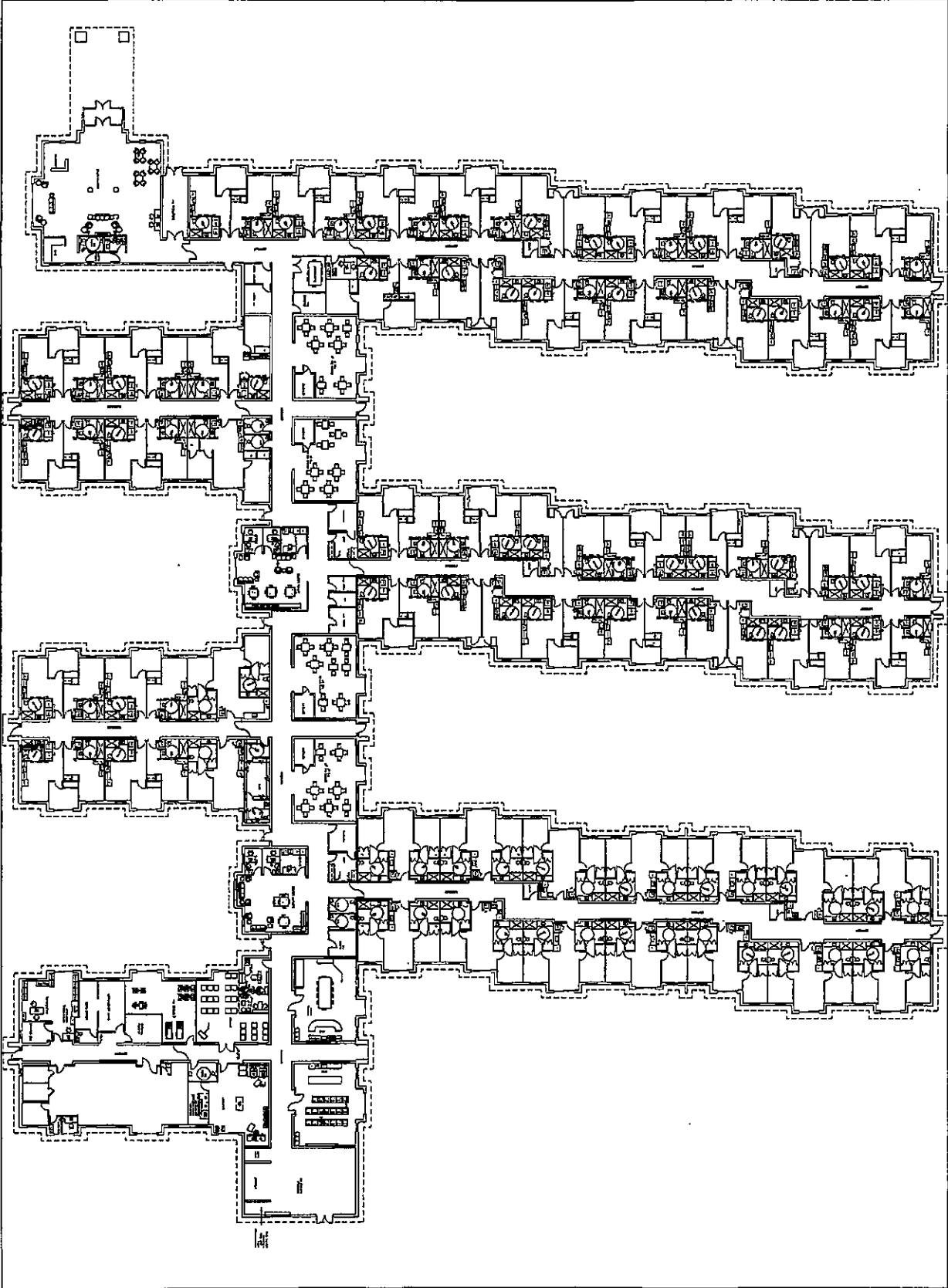


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

© 2011 INNOVATUS ENGINEERING INC.


<p>© 2004 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter specifications without notice.</p> <p>1 = 1/4" = 1'-0" (Architect's Scale) 2 = 1/8" = 1'-0" (Mechanical Scale)</p> <p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NUMBER: _____</p>	 <p>Innovatus CONSULTING ENGINEERS 1000 SHEPPARD AVENUE EAST SUITE 1000 SCARBOROUGH, ONTARIO M1B 2Y3 TEL: (416) 291-1111 FAX: (416) 291-1112 WWW: WWW.INNOVATUS.COM</p>	<p>PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, ONTARIO</p>	<p>PROJECT TITLE FURNITURE LAYOUT</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NUMBER: _____</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NUMBER: _____</p>
				<p>PROJECT NUMBER 04201401</p>	<p>PROJECT TITLE A8</p>

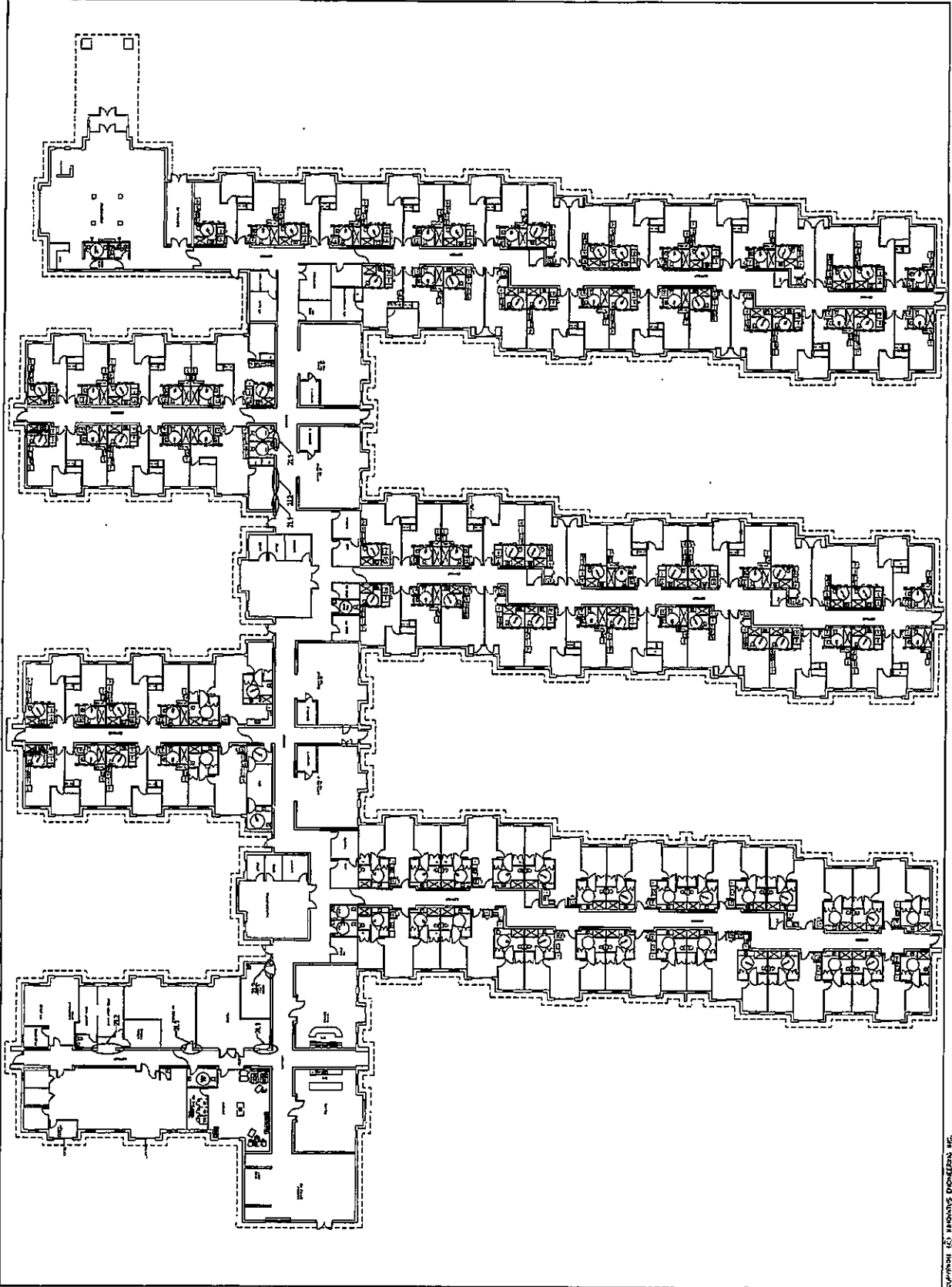


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

© 2004 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter specifications without notice.

<p>OPTIONAL TO GRID AND MARK AS APPROPRIATE AND TO BE USED TO IDENTIFY THE LOCATION OF THE INTERIOR WALLS FOR THE FOUNDATION.</p>	<p>DATE: _____</p> <p>BY: _____</p>		<p>MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, IOWA</p>	<p>LINTEL LOCATIONS</p>	<p>SCALE: _____</p>	<p>DATE: _____</p>	<p>PROJECT NO: _____</p>	<p>04201401</p>	<p>S1</p>
	<p>© 2004 Autodesk, Inc.</p>				<p>DATE: _____</p>	<p>PROJECT NO: _____</p>	<p>04201401</p>	<p>S1</p>	



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

© 2004 Autodesk, Inc.

APPENDIX B - 2 Pages.

TENDER NO. 17-30 (VERSION DEC. 2011 modified by MM)

Meadowcreek RR
St. Thomas

FILE NO. 17-30

DIVISION #	Description	Price
1000	Preliminaries/General Conditions/Chiefs	384,000
1020.1	Cash allowances - TEST & INSPECTION	0
	Cash allowances - Lobby Finishes	0
	Cash allowances - Laundry equip.	25,600
	Cash allowances - Kitchen equip.	153,600
	Cash allowances - Hardware	115,200
	Demolition	76,800
	Dewatering	0
	Exterior Work	64,000
2000.1	Excavation cut/fill - Site	0
2000.2	Aggregates	0
33 48 13	Weeping tile at perimeter/Frd drainage	0
	Shoring	0
	Foundation excavation - Bldg	0
	Site services	0
	Electrical civil	0
32 12 16	Asphalt, (1.74 Acres)	0
32 16 13	Curb & sidewalk	0
	Parking signage	0
	Landscaping - Site	0
	Landscaping - Roof top	0
	Fencing - Rooftop	0
3000.1	Formwork	0
0.2	Embeds	0
0.3	Rebar	0
0.4	Concrete supply	16,232
0.5	Concrete finishing	8,320
03 45 00	Precast Architectural concrete	0
03 48 19	Precast concrete stairs	0
04 20 00	Masonry	0
	Structural steel	0
	Metal deck	0
05 60 00	Miscellaneous metals	0
05 62 00	Glazed Aluminum Handrails	0
08 10 00	Rough carpentry	13,058
08 20 00	Finish carpentry, Kitchens & vanities	418,908
06 80 00	Exterior Mouldings/EIPS	0
07 11 00	Dampproofing	0
07 14 00	Waterproofing	0
07 16 00	Cementitious Waterproofing	0
07 16 10	Tank Waterproofing	0
07 17 00	Benlonite Waterproofing	0
07 18 13	Balcony Waterproofing	0
07 18 16	Vehicular Traffic coatings	0
07 19 00	Water repellent sealers	0
07 21 00	Thermal Insulation	0
07 21 19	Spray Insulation	0
07 26 00	Vapour Retarders	0
07 27 00	Air Barriers	0
07 42 40	Composite Panels	0
07 54 24	TPO Roof	0
07 61 00	Metal Roof	0
07 62 00	Flashing	0
07 85 00	Firestop	0
07 82 00	Sealants	41,719
08 11 13	HM Doors & frames	229,542
08 14 16	Wood Doors & frames	213,013

08 33 23	Overhead door	0
08 42 29	Sliding doors & auto. Operator	0
08 44 00	Aluminum windows and interior glazing	0
08 70 00	Door hardware	0
08 71 13	Auto Door equipment	0
08 80 00	Glazing	0
08 91 00	Louvers	0
09 21 16	Drywall	515,494
09 24 26	Exterior stucco	122,880
09 30 00	TILEWORK	469,342
09 51 00	Acoustic ceilings	0
09 54 00	Wood Floor	0
09 55 16	Resilient Sheet Floor	0
09 55 66	Athletic flooring	0
09 57 23	Epoxy Flooring	0
09 57 72	Conc Floor Sealer	0
09 72 00	Wall Coverings	0
09 68 00	Carpet	0
09 91 00	Painting	224,241
10 28 13	Washroom Accessories	24,320
15000	Mechanical	611,237
15300	Sprinkler	0
16000	Electrical	500,789
		0
		4,229,291 Subtotal
		180,317 Contractor's Contingency
		4,419,608 Total

NOTES:

QUALIFICATIONS

- 1 Allowance for sawcutting existing slab on grade for revamping drain lines
- 2 Patching approx.650sf of existing slab on grade at drain line reno.
- 3 Misc.Blocking in stud walls & ceilings
- 4 Assumed wood base board throughout, kitchen uppers & lowers, and vanity. No further common area millwork required
- 5 Included with the drywall componant
- 6 Assumed all fireated partitions, slab edges, M&E penetrations, etc. are already complete
- 7 Allowance for caulking door frames, control joints, misc.installations, etc.
- 8 The entire perimeter of the building requires a degree of repair to the stucco system. Assumed 2ft ht average-8,000sf

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF ANTOINETTE DEPINTO
SWORN BEFORE ME THIS 30TH
DAY OF JULY, 2018.**

A handwritten signature in blue ink, appearing to read "Harry Charlson", written over a horizontal line.

A Commissioner etc.

Where the Building Begins.



PRIME DESIGN BUILD
CORPORATION

241 Applewood Cr.,
Unit #10
Vaughan, ON
L4K 4B6

Tel: 905.532.0650
Fax: 905.532.0654

July 19, 2018

MOS MortgageOne Solutions Ltd.
5757 Kennedy Road, Suite 2
Mississauga, Ontario
L4Z 0C5

and

Fingal Properties Holdings Inc.
71 Siltan Road, Unit #10
Vaughan, Ontario
L4L 7Z8

Attention: John Cornacchia

Reference: 39232 Fingal Line, St Thomas, ON. – Completion of Retirement Facility

Dear Sirs,

Our price for the above noted project will be \$5,685,000.00 (Five Million Six Hundred and Eighty-Five Thousand Dollars) plus HST for the balance of the construction as per the documents as listed in Appendix A attached. The contract for the project will be performed on a firm price basis as per a CCDC2 2008 type contract unmodified.

Our price anticipates that the start of construction would be by August 15, 2018 with full permit.

To avoid any ambiguities the following clarifications form part of our Tender:

- 1) For the purpose of this price, it is assumed and agreed that Prime is not responsible for the completeness or workmanship of, and do not guarantee or warranty, any work not performed by Prime Design Build Corporation. A survey of the building to be undertaken to record and document current condition of the building. Repairs to existing work when required and/or discovered will be costed and priced on a cost plus 5% basis and submitted for timely approval.
- 2) A mobilization fee of \$250,000.00 will apply for this project. To be used to site verify, survey and prep for the hiring of new subcontractors. The mobilization fee will be deducted from the first approved project draw.
- 3) Price is based on documents received and a walk through arranged on May 12, 2017, July 5, 2018 and July 18, 2018.

- 4) We included for items as shown in attached Tender Closing Sheet attached as Appendix B. Appendix B wherein several Cash Allowances have been established as listed.
- 5) Our tender is based on acceptance two weeks before start of construction with a full permit available.
- 6) Our tender is based on the most economical form of construction in instances of conflicting or differing details amongst the drawings and specifications issued for tender.
- 7) Our tender is based on adequate access to the site for construction and related activities.
- 8) A 50/50 performance bond and labour and material payment bond is not included. An extra of \$52,970.00 plus HST will be required for this bonding if required.
- 9) During construction period Prime to be given exclusive control of the building and site to ensure security and safety.
- 10) No allowance has been made for repair of existing concrete slab cracking, if required. Only levelling for the purpose of carpet floor finish is allowed.
- 11) Our Tender does not include for:
 - a) Inspection/testing, if required.
 - b) Irrigation of landscaped areas is not included and not shown on plans.
 - c) Permits, fees, damage deposits, utility connection/relocation/removal costs/charges, development charges, PUC charges, levies, rights of servitude, and/or obtaining of temporary or permanent easements.
 - d) Handling, disposal, or testing of contaminated material, if required.
 - e) Any work noted on plans as "by others" or "by owner".
 - f) Any Hydro charges/fees, if required.
 - g) Increase to any taxes (HST, PST, GST) subsequent to the date of this tender submission.


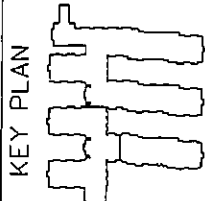

Our Tender is submitted subject to financing, payment conditions and security related to the project satisfactory to Prime Design Build Corporation.

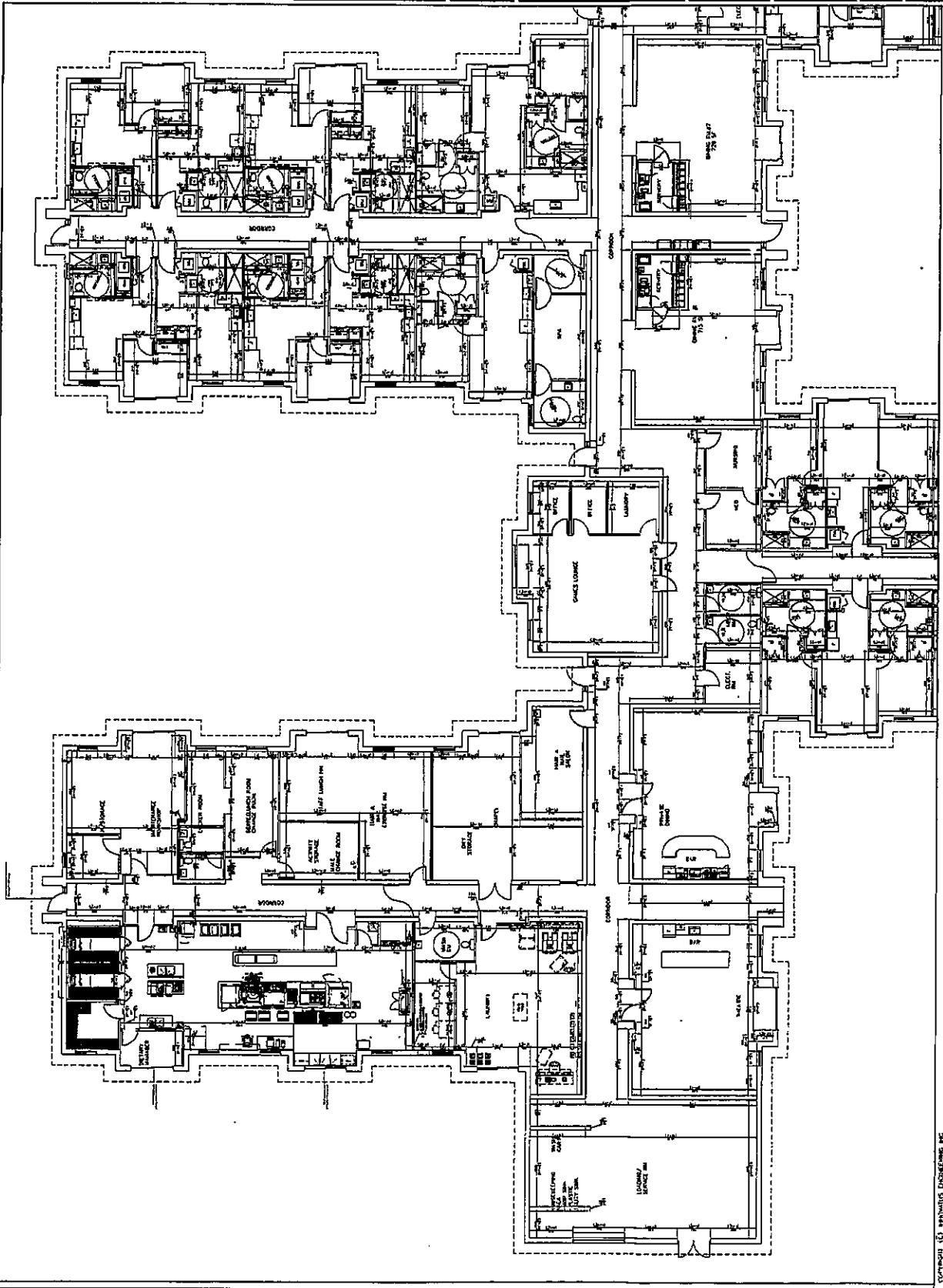
We look forward to working with you to bring your project to a successful conclusion and will work to ensure that you are completely satisfied. Call us if you need any more information.

Yours truly,


Patrick DeCraemer, P.Eng., G.S.C.
President, Prime Design Build Corporation

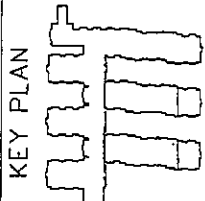
Where the Building Begins.

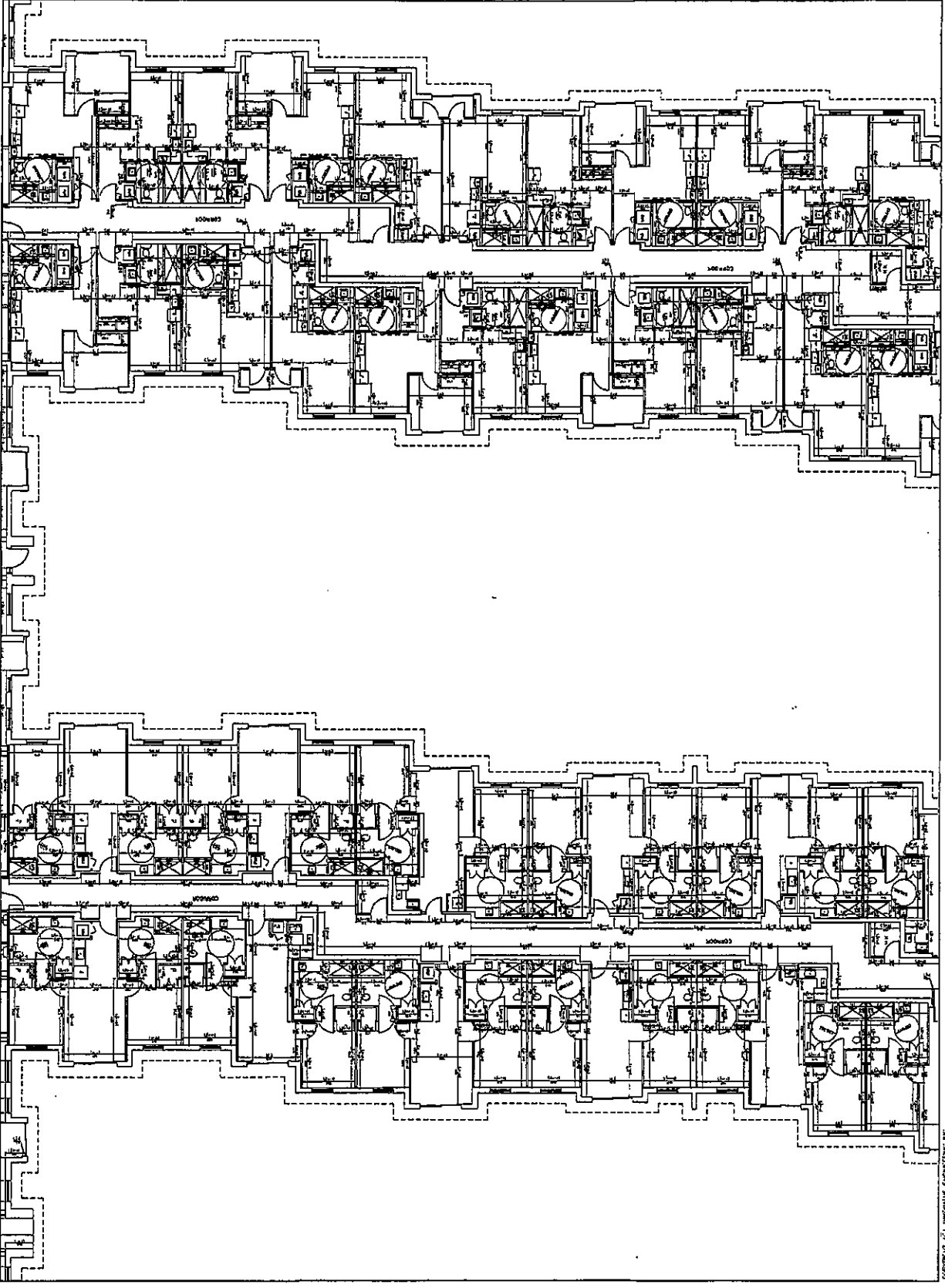
			PROJECT TITLE MEADOW CREEK RETIREMENT RESIDENCE 32353 FINGAL LINE ST THOMAS, OHIO	PROPOSED FLOOR PLAN LAYOUT	SHEET NO. 01201401
					DATE 10/20/2010



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

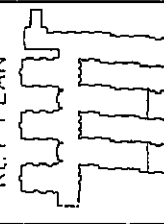
<p>MEADOW CREEK RETIREMENT RESIDENCE 32353 FINGAL LINE ST THOMAS, ONTARIO</p>	<p>KEY PLAN</p> 	<p>Innovatus ENGINEERING INC.</p>	<p>01201401</p>	<p>A1.2</p>

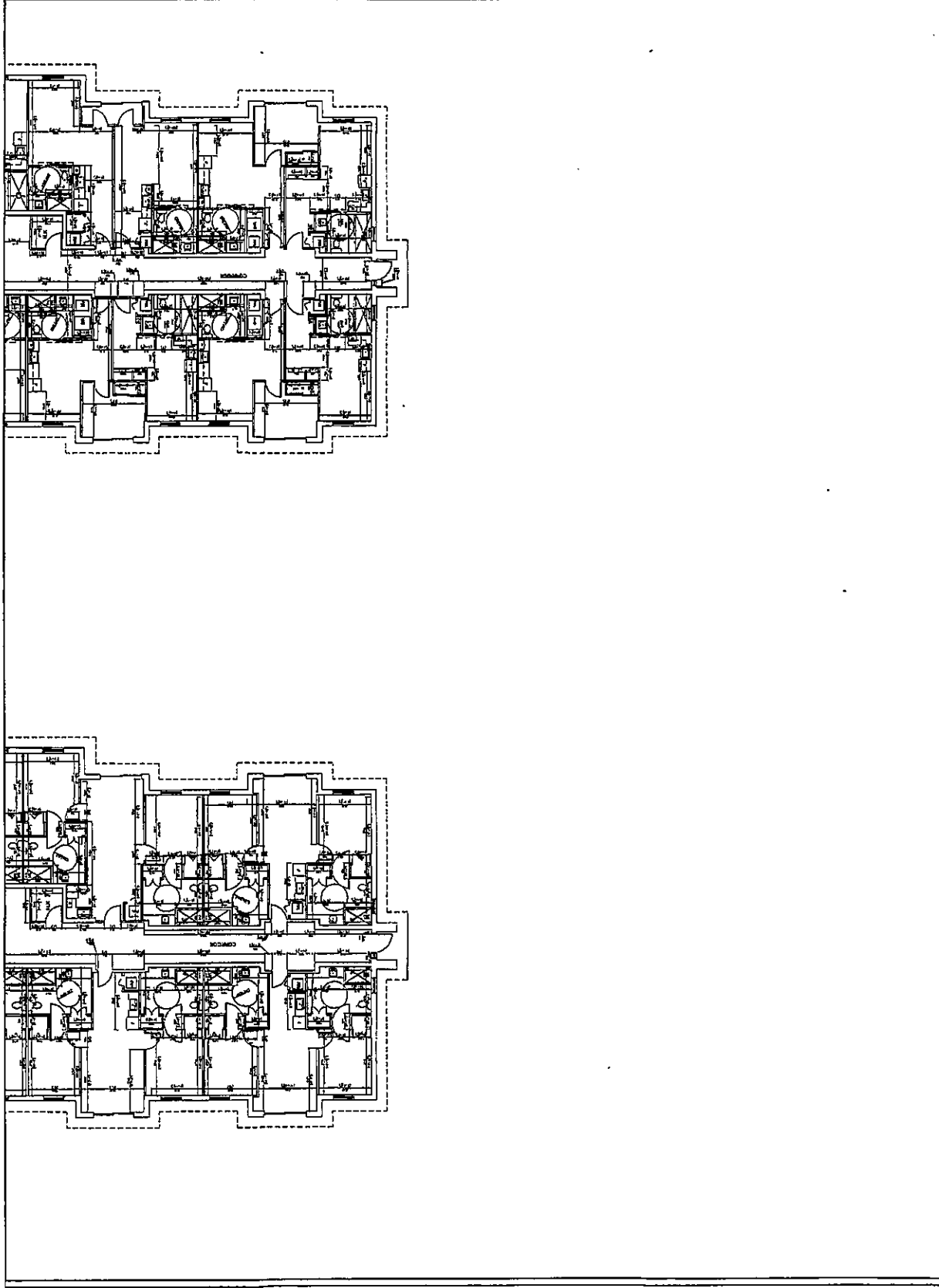


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

INNOVATUS ENGINEERING INC.

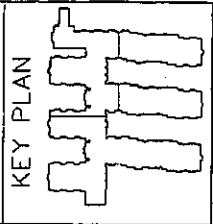
<p>CONNECTION TO OTHER SHEETS: ALL CONNECTIONS AND CONNECTIONS TO OTHER SHEETS ARE TO BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).</p>	<p>KEY PLAN</p> 	<p>Innovatus RESIDENTIAL, INC.</p> <p>10000 10000 10000 10000</p>	<p>MEADOW CREEK RESIDENTIAL RESIDENCE 32301 FINCH LANE ST THOMAS, OKLAHOMA</p>	<p>PROPOSED FLOOR PLAN LAYOUT</p>	<p>PROJECT NO.</p> <p>01201401</p>	<p>DATE</p> <p>01/13</p>
					<p>DATE</p> <p>01/13</p>	<p>DATE</p> <p>01/13</p>

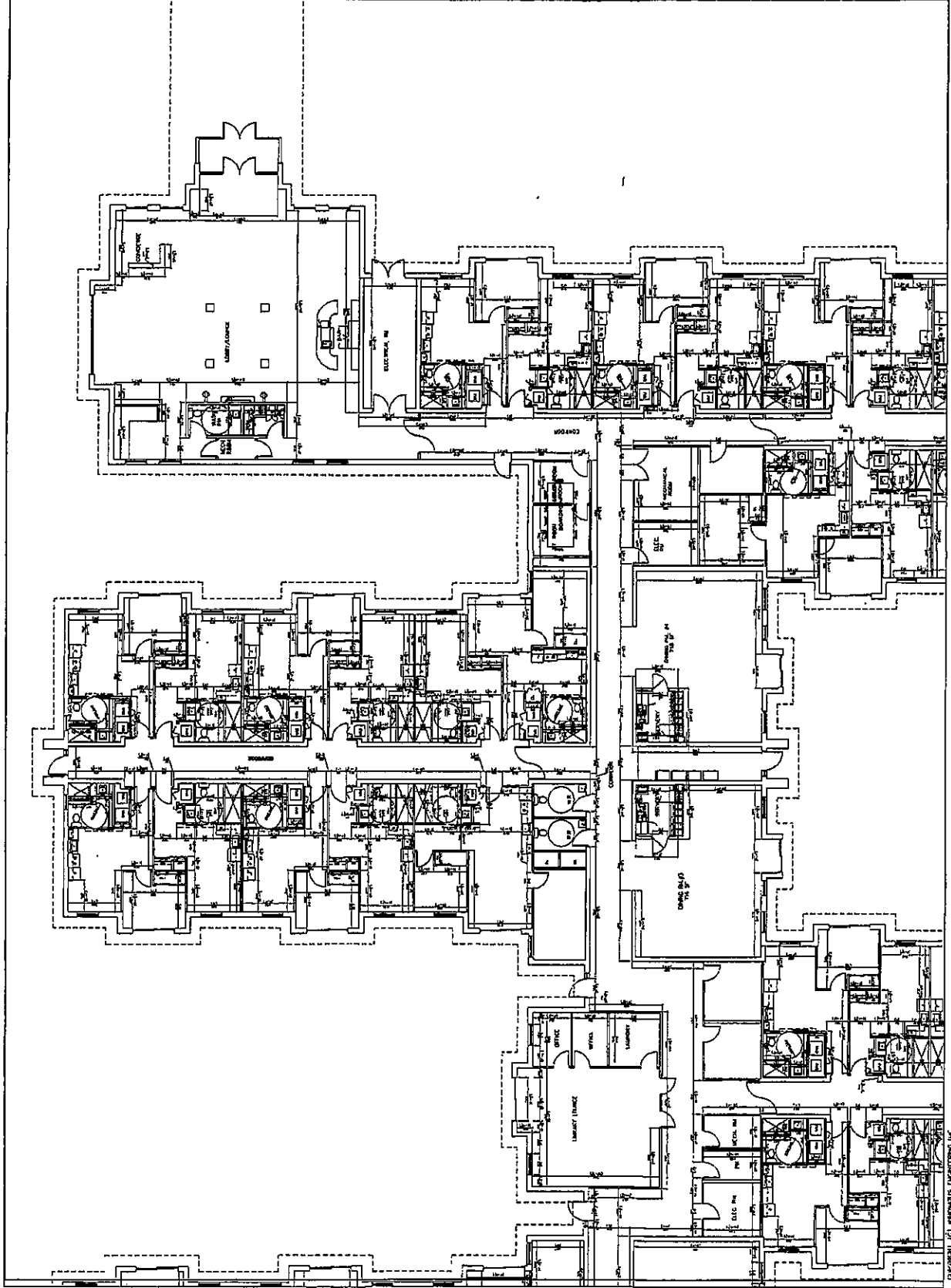


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

LONGVIEW TECHNOLOGICAL SERVICES INC. ARCHITECT

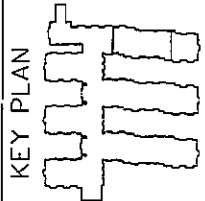
© 2013 INNOVATUS RESIDENTIAL, INC.

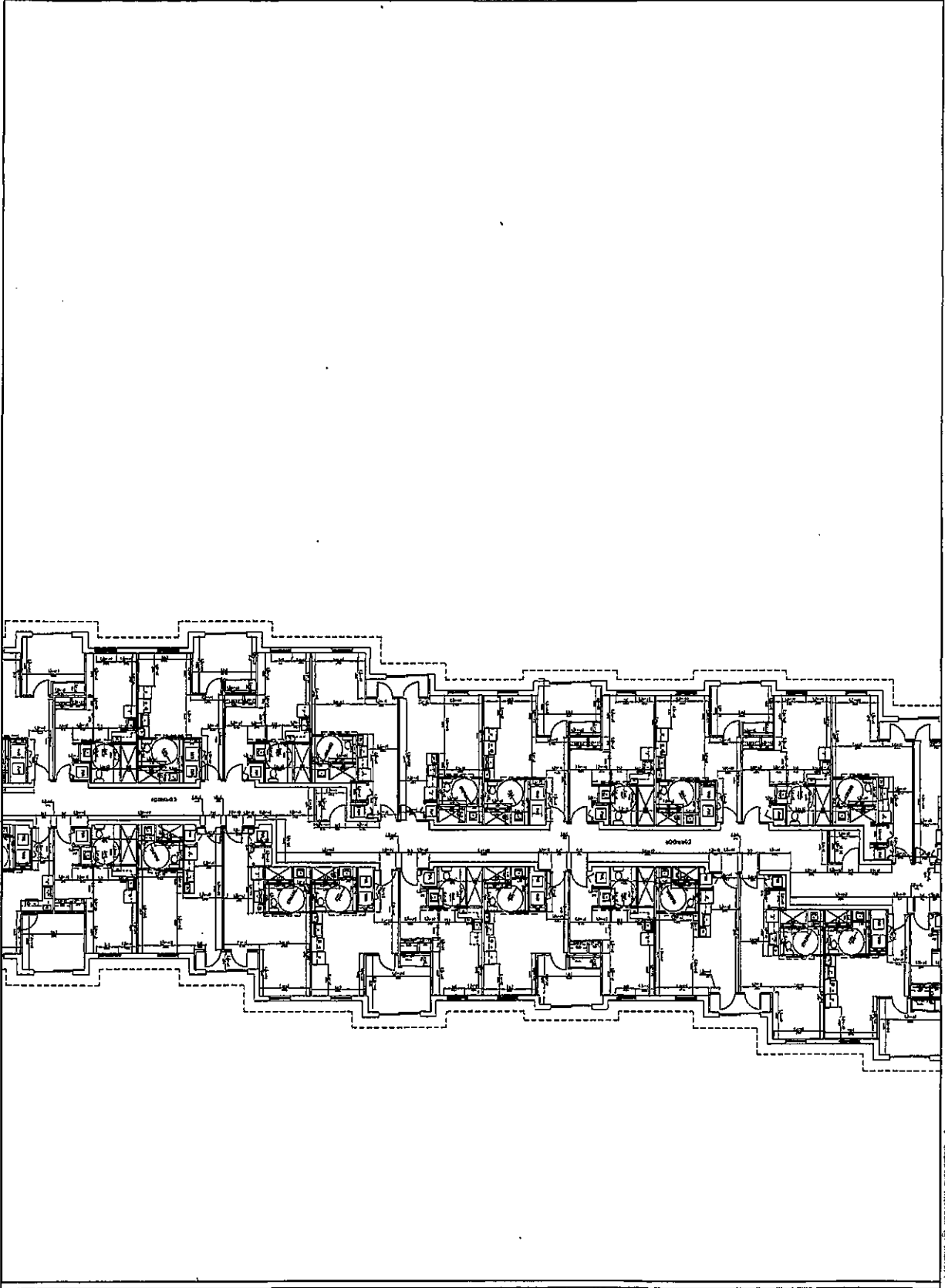
<p>SEE PROJECT MANUAL FOR GENERAL NOTES AND SPECIFICATIONS FOR FINISHES.</p> <p>© 2012 Autodesk, Inc. All rights reserved.</p>	<p>NO. DATE REVISIONS</p> <p>1. 01/12/12</p>	<p>KEY PLAN</p> 	<p>innovatus REGISTERED ARCHITECTS</p> <p>1000 W. BROADWAY SUITE 100 ANN ARBOR, MI 48106</p>	<p>PROJECT NO.</p> <p>MEADOW CREEK RETIREMENT RESIDENCE 32393 FINGAL LINE ST THOMAS, OHIO</p>	<p>PROPOSED FLOOR PLAN LAYOUT</p>	<p>DATE: 01/12/12</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO.: 01201401</p>	<p>DATE: 01/12/12</p>
						<p>01201401</p>	<p>A1.4</p>		



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

<p>© 2008 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that appear in this document.</p> <p>Autodesk reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that appear in this document.</p>	<p>DATE: 10/15/08 DRAWN BY: [blank] CHECKED BY: [blank] PROJECT NO.: 01201401</p>	<p>KEY PLAN</p> 	<p>Innovatus ENGINEERING INC. 1000 SHEPPARD AVENUE EAST SUITE 1000 SCARBOROUGH, ONTARIO M1B 4Y4</p>	<p>PROJECT NO: MEADOW CREEK RETIREMENT RESIDENCE 32393 FINGAL LINE ST THOMAS, ONTARIO</p>	<p>PROPOSED FLOOR PLAN LAYOUT</p>	<p>DATE: 10/15/08</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>PROJECT NO.: 01201401</p>	<p>SCALE: 1/4" = 1'-0"</p>
						<p>DATE: 10/15/08</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>PROJECT NO.: 01201401</p>	<p>SCALE: 1/4" = 1'-0"</p>



CONTRACTOR TO CHECK ALL NOTES, ALL DIMENSIONS AND ALL MATERIALS AND FINISHES. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE: 01/20/2014

PROJECT: MEADOW CREEK RETIREMENT RESIDENCE

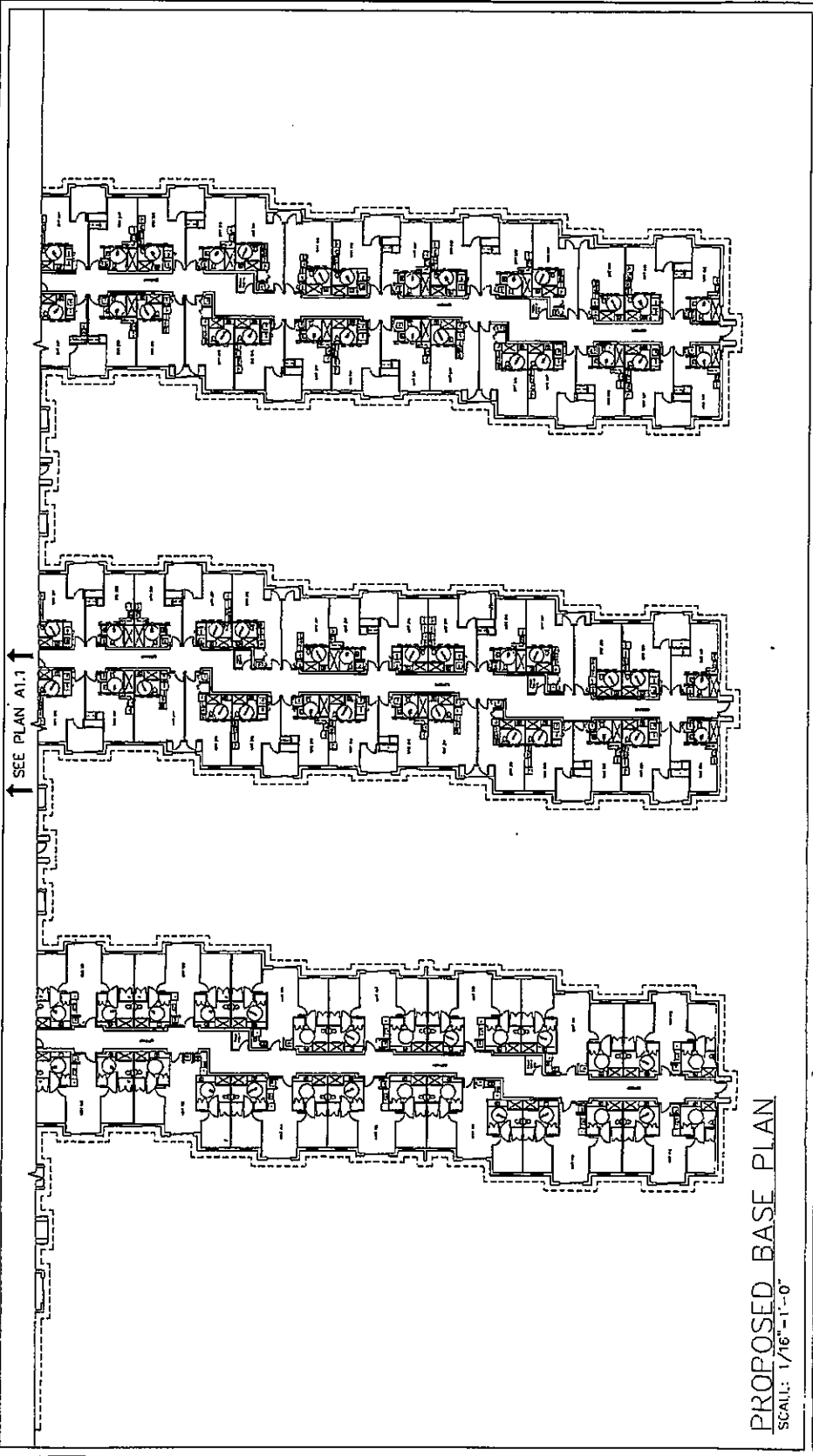
NO. 001



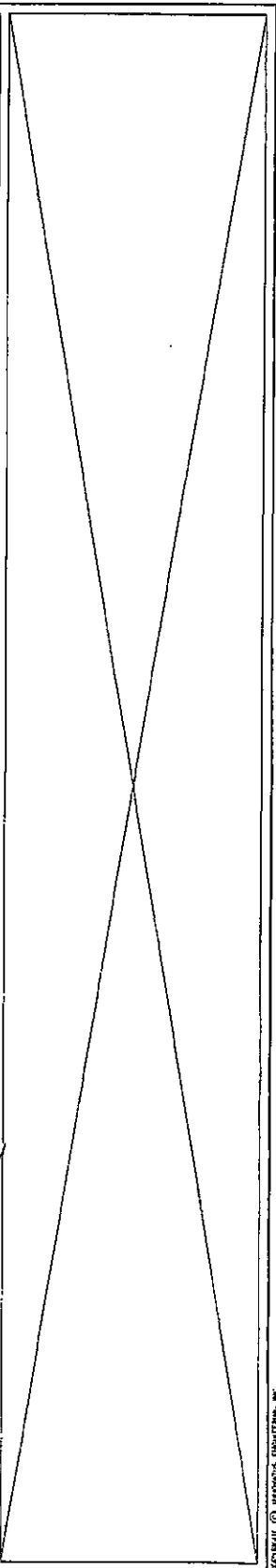
MEADOW CREEK
RETIREMENT RESIDENCE
32393 FINGAL LINE
ST THOMAS, OREGON

PROPOSED FLOOR PLAN
LAYOUT

DATE	BY	APP. BY	SCALE
01/20/2014	MM	MM	A1.2
PROJECT NUMBER			01201401



PROPOSED BASE PLAN
SCALE: 1/16" = 1'-0"



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

© 2014 Autodesk, Inc.

© 2004 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that appear in this document.

Project Name	
Client	
Architect	
Interior Designer	
Project No.	
Revision	
Date	

Project Name	
Client	
Architect	
Interior Designer	
Project No.	
Revision	
Date	

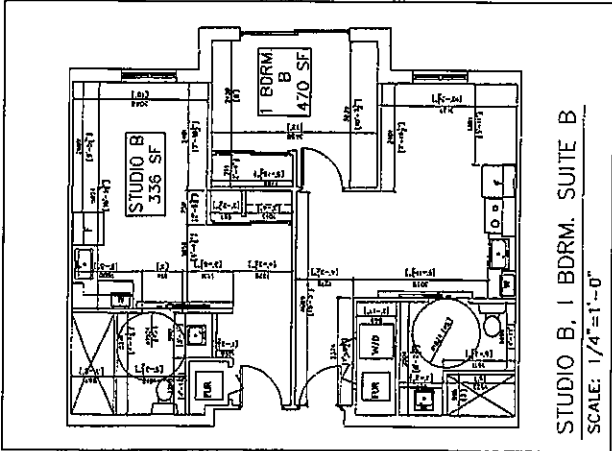


MEADOW CREEK
RETIREMENT RESIDENCE
37353 FINGAL LINE
ST THOMAS, ONTARIO

ROOM LAYOUTS AND
SUITE BREAKDOWNS

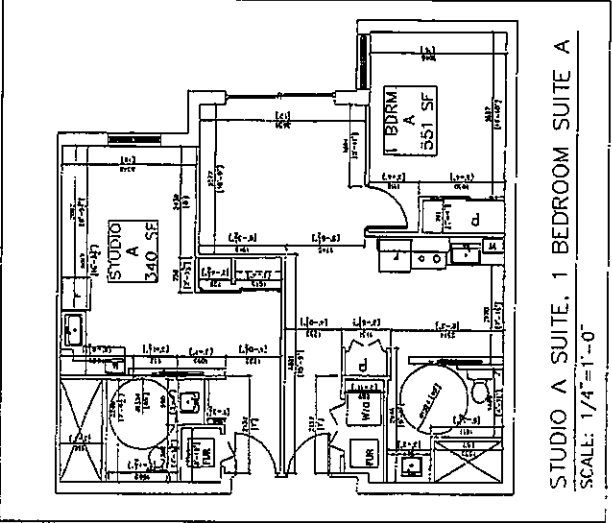
Project No.	04201401
Revision	
Date	
Scale	
Sheet No.	A3

SUITE TYPE	# ROOMS	# BEDS
STUDIO A	1	1
1 BDRM A	2	2
STUDIO B	30	30
1 BDRM B	30	30
STUDIO C	8	8
STUDIO D	8	8
A.L. 1	10	20
A.L. 2	6	12
TOTAL	95	111



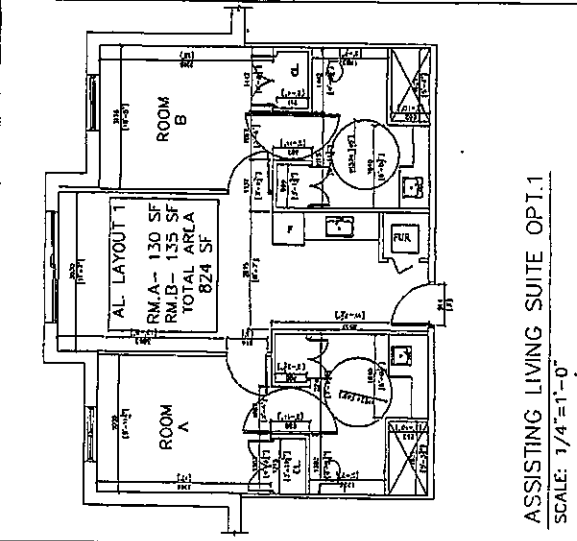
STUDIO B, 1 BDRM. SUITE B

SCALE: 1/4"=1'-0"



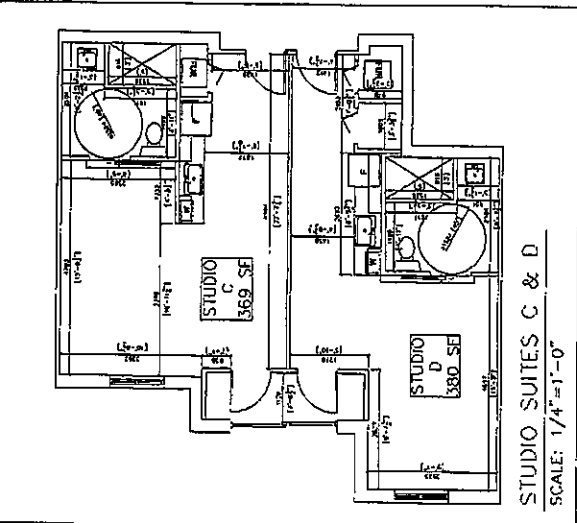
STUDIO A SUITE, 1 BEDROOM SUITE A

SCALE: 1/4"=1'-0"



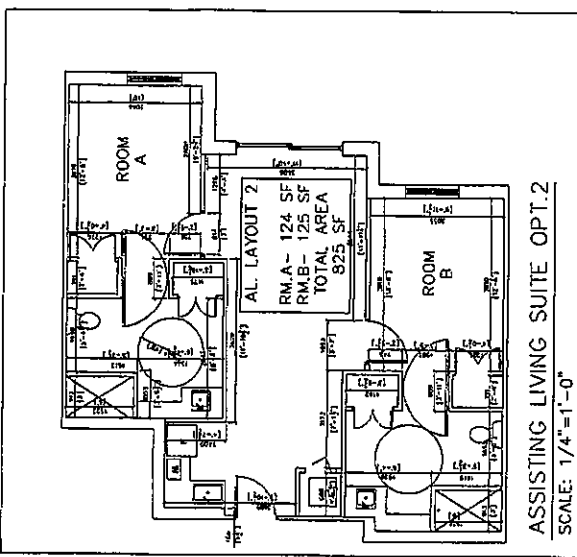
ASSISTING LIVING SUITE OPT.1

SCALE: 1/4"=1'-0"



STUDIO SUITES C & D

SCALE: 1/4"=1'-0"



ASSISTING LIVING SUITE OPT.2

SCALE: 1/4"=1'-0"

CONSTRUCTION IS ORDERED AND SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF COMMUNITY DEVELOPMENT.

© 2010 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that appear in this document.

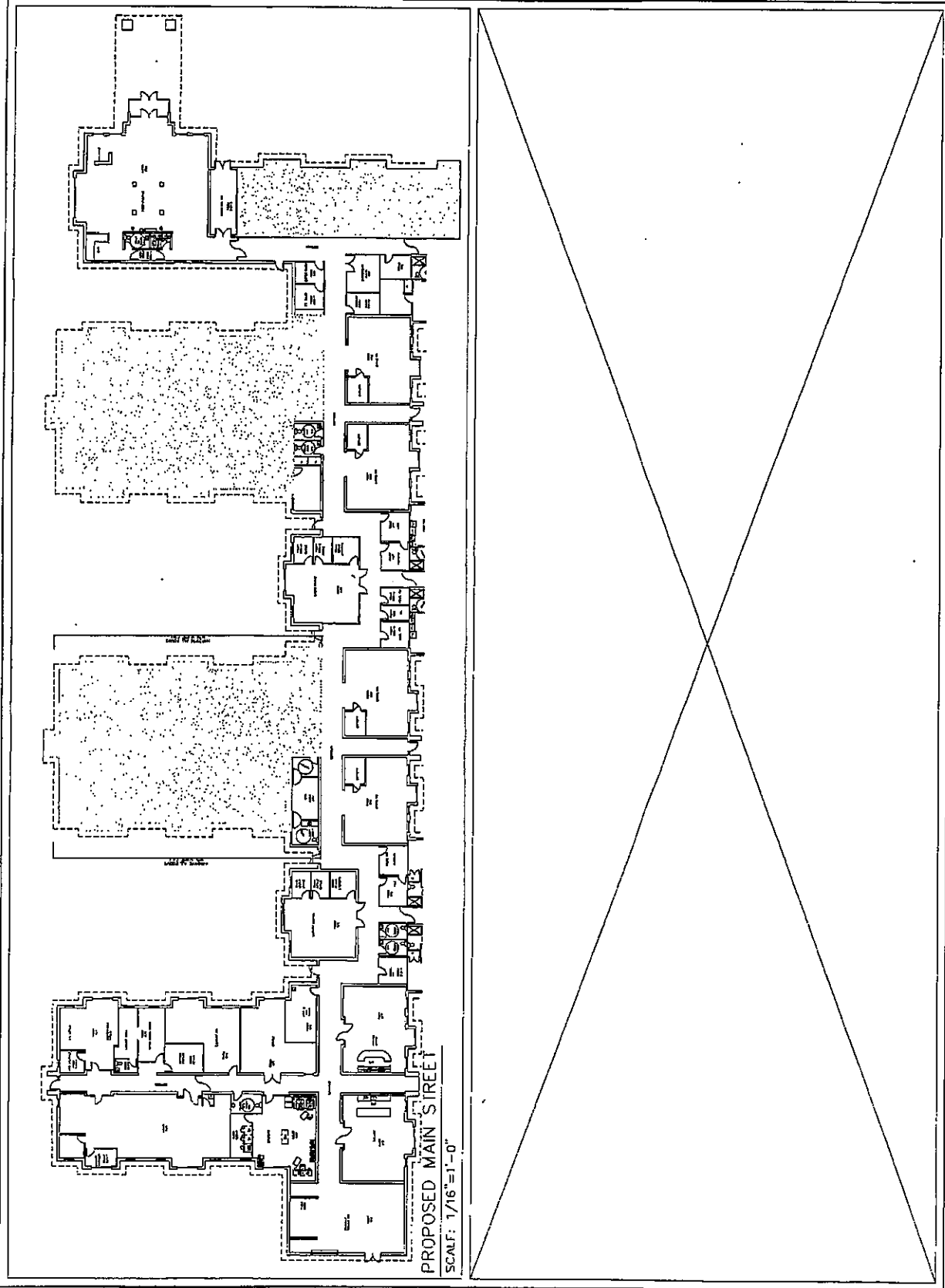
NO.	DATE	DESCRIPTION



PROJECT TITLE
MEADOW CREEK
RESIDENTIAL RESIDENCE
2235 S. PINGAL LINE
ST. LOUIS, MISSOURI

PROPOSED MAIN STREET
LAYOUT

DATE	BY	REVISION
PROJECT NUMBER	04201401	
SHEET NUMBER	A4	

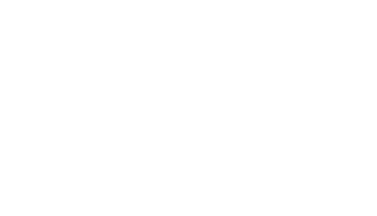


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

CONSTRUCTION TO BE DONE AND PARTIAL UNITS TO BE CONSTRUCTED IN PHASE 1. UNITS TO BE CONSTRUCTED IN PHASE 2. SEE SHEET 04201401 FOR PHASE 2 LAYOUT.

NO.	DATE	DESCRIPTION



PROJECT NO: 04201401

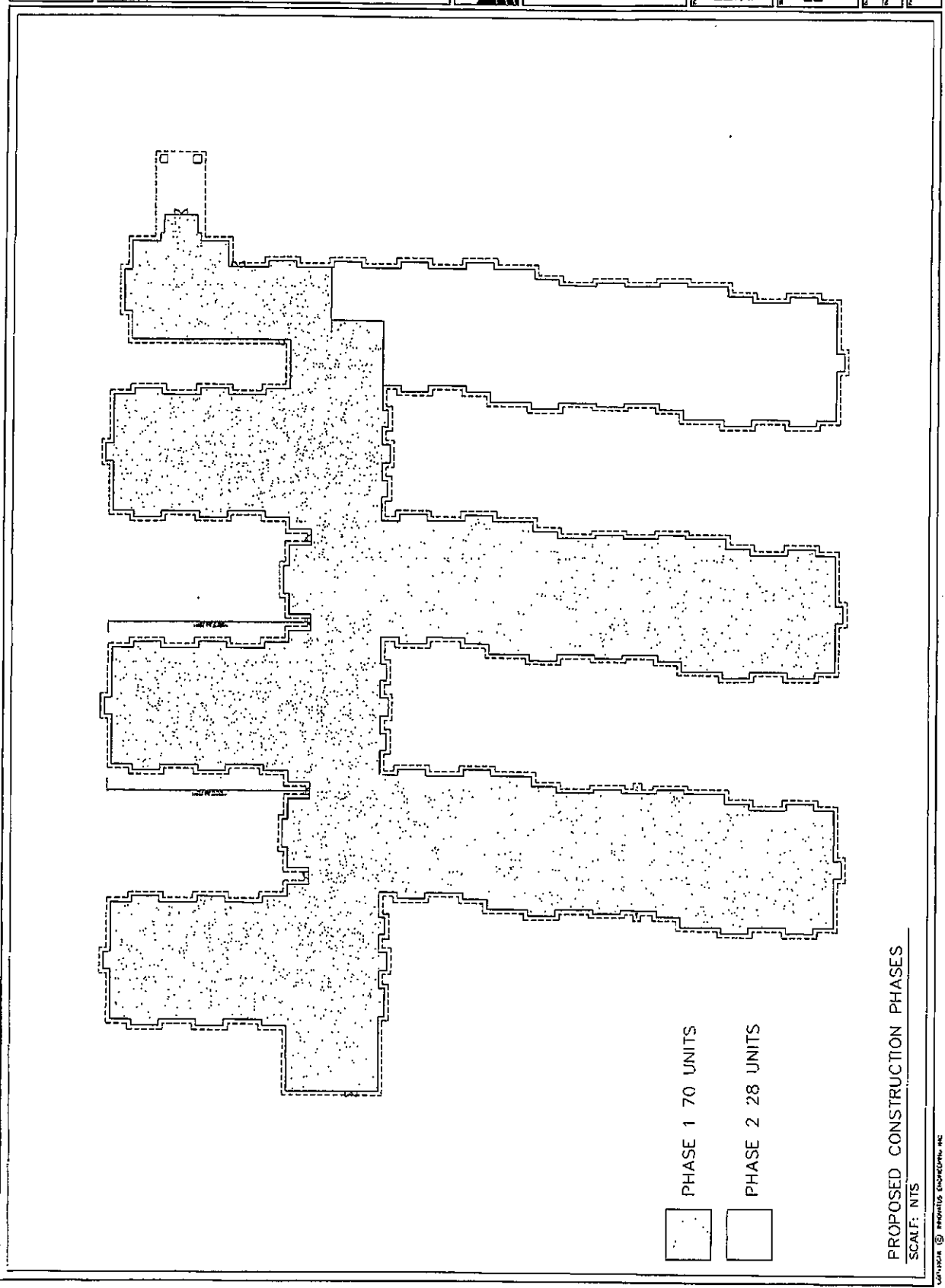
DATE: 04/20/14

SCALE: NTS

PHASE 1 70 UNITS

PHASE 2 28 UNITS

PROPOSED CONSTRUCTION PHASES
SCALE: NTS



CONSTRUCTION TO CODE AND MEET ALL REQUIREMENTS AND REGULATIONS OF THE LOCAL AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

NO.	DATE	DESCRIPTION

innovatus
SOLUTIONS INC.

1100 SHEPPARD AVENUE EAST
SUITE 100
SCARBOROUGH, ONTARIO M1B 3Y9
CANADA
TEL: (416) 291-1100
WWW.INNOVATUSINC.COM

PROJECT NO. 04201401

DATE 04/11/2011

PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE 32393 FIRGAL LINE ST THOMAS, ONTARIO

PROJECT NO. 04201401

DATE 04/11/2011

PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE 32393 FIRGAL LINE ST THOMAS, ONTARIO

PROJECT NO. 04201401

DATE 04/11/2011

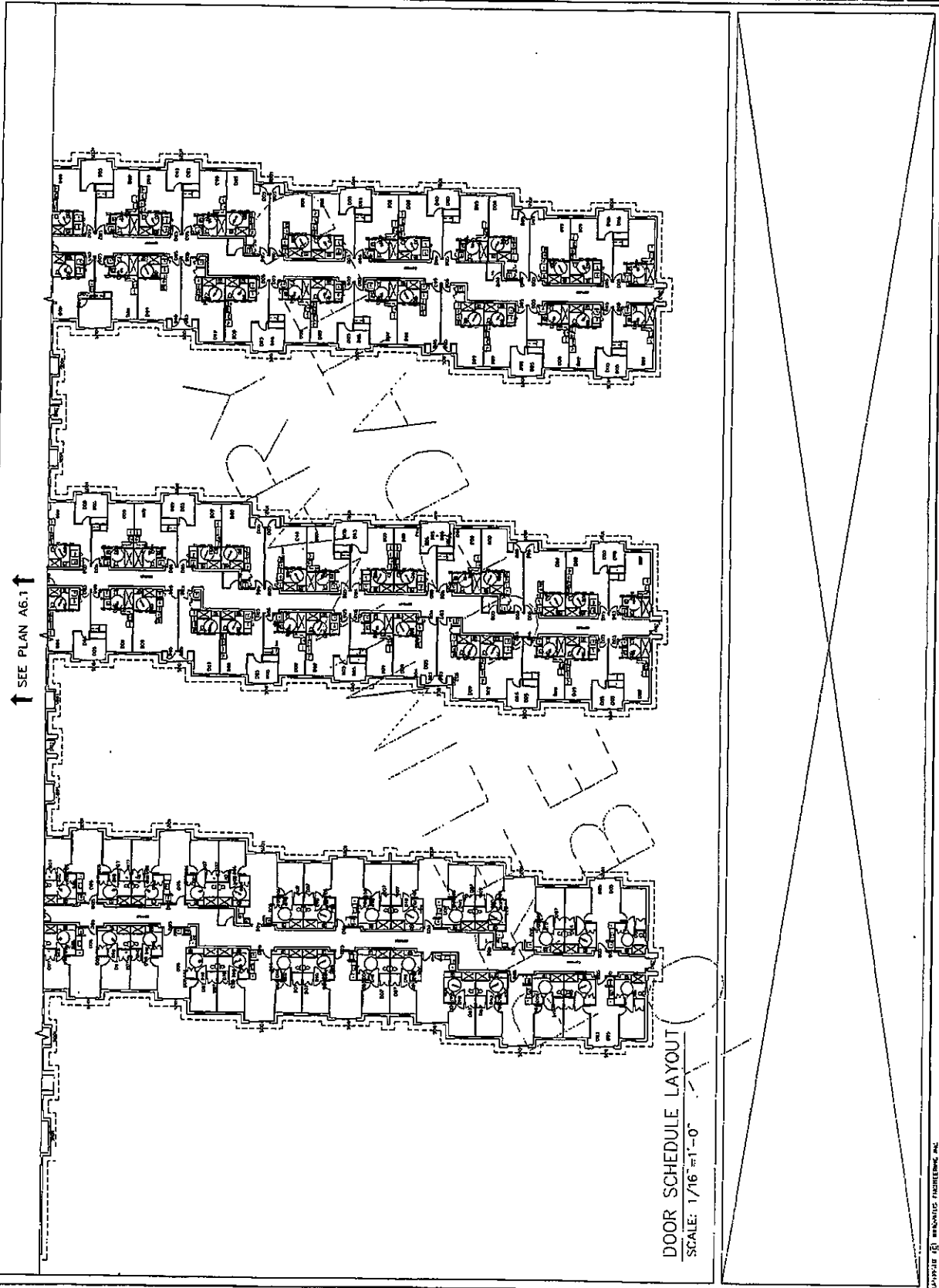
PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE 32393 FIRGAL LINE ST THOMAS, ONTARIO

PROJECT NO.	04201401
DATE	04/11/2011
PROJECT NAME	MEADOW CREEK RETIREMENT RESIDENCE 32393 FIRGAL LINE ST THOMAS, ONTARIO

PROJECT NO. 04201401

DATE 04/11/2011

PROJECT NAME MEADOW CREEK RETIREMENT RESIDENCE 32393 FIRGAL LINE ST THOMAS, ONTARIO



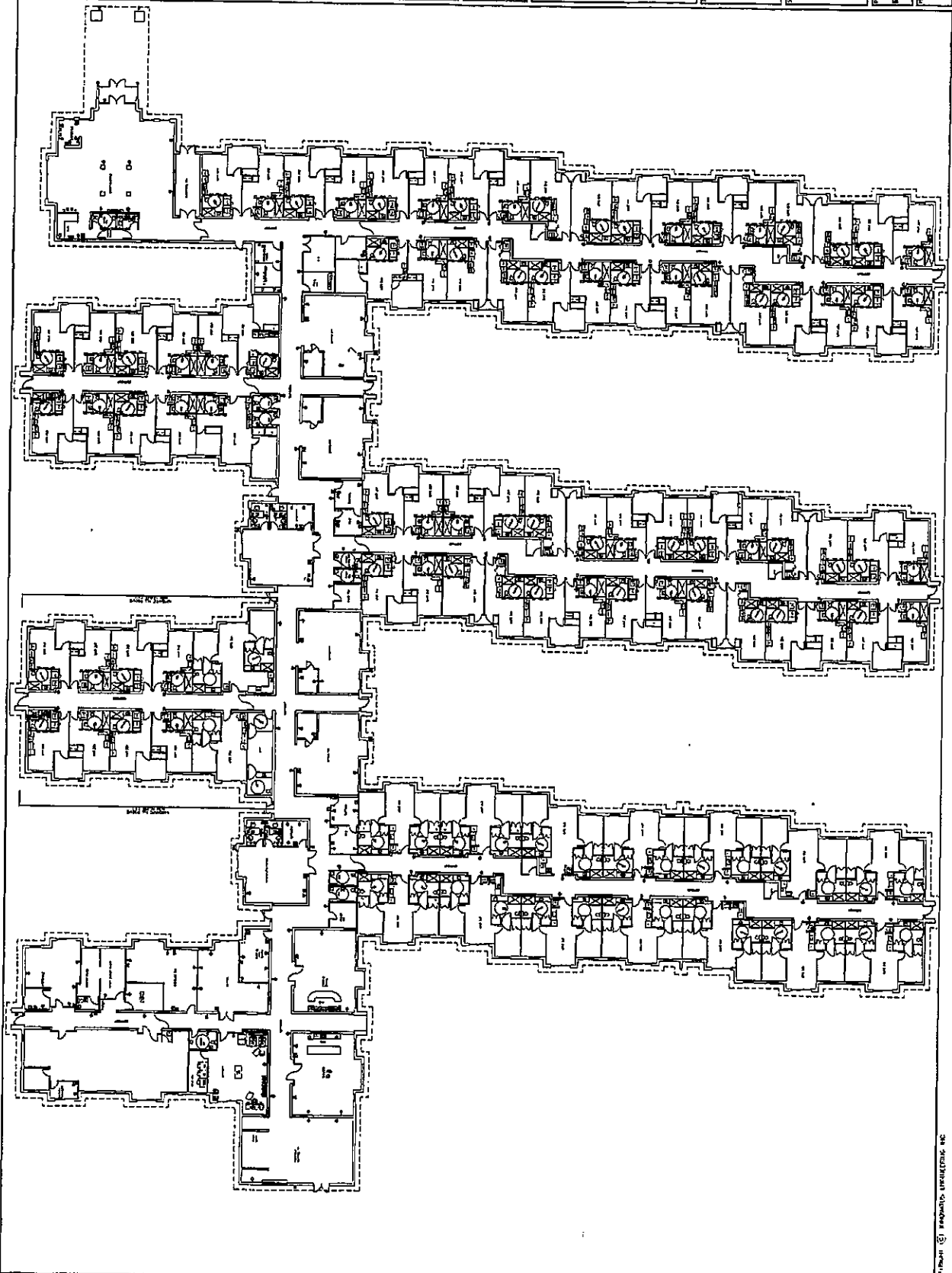
↑ SEE PLAN A6.1

DOOR SCHEDULE LAYOUT
SCALE: 1/16" = 1'-0"

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



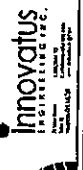
<p>© 2011 Autodesk, Inc. All rights reserved. This document is the property of Autodesk, Inc. It is not to be distributed, copied, or reproduced in any form without the prior written permission of Autodesk, Inc.</p>		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION								<p>MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, MINNESOTA</p>	<p>ELECTRICAL LAYOUT</p>	<p>PROJECT NO. 04201401</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 04/11/11</p>	<p>PROJECT: MEADOW CREEK</p>	<p>04201401</p>	<p>A7</p>
			NO.	DATE	DESCRIPTION															
<p>04201401</p>	<p>04/11/11</p>	<p>MEADOW CREEK</p>																		

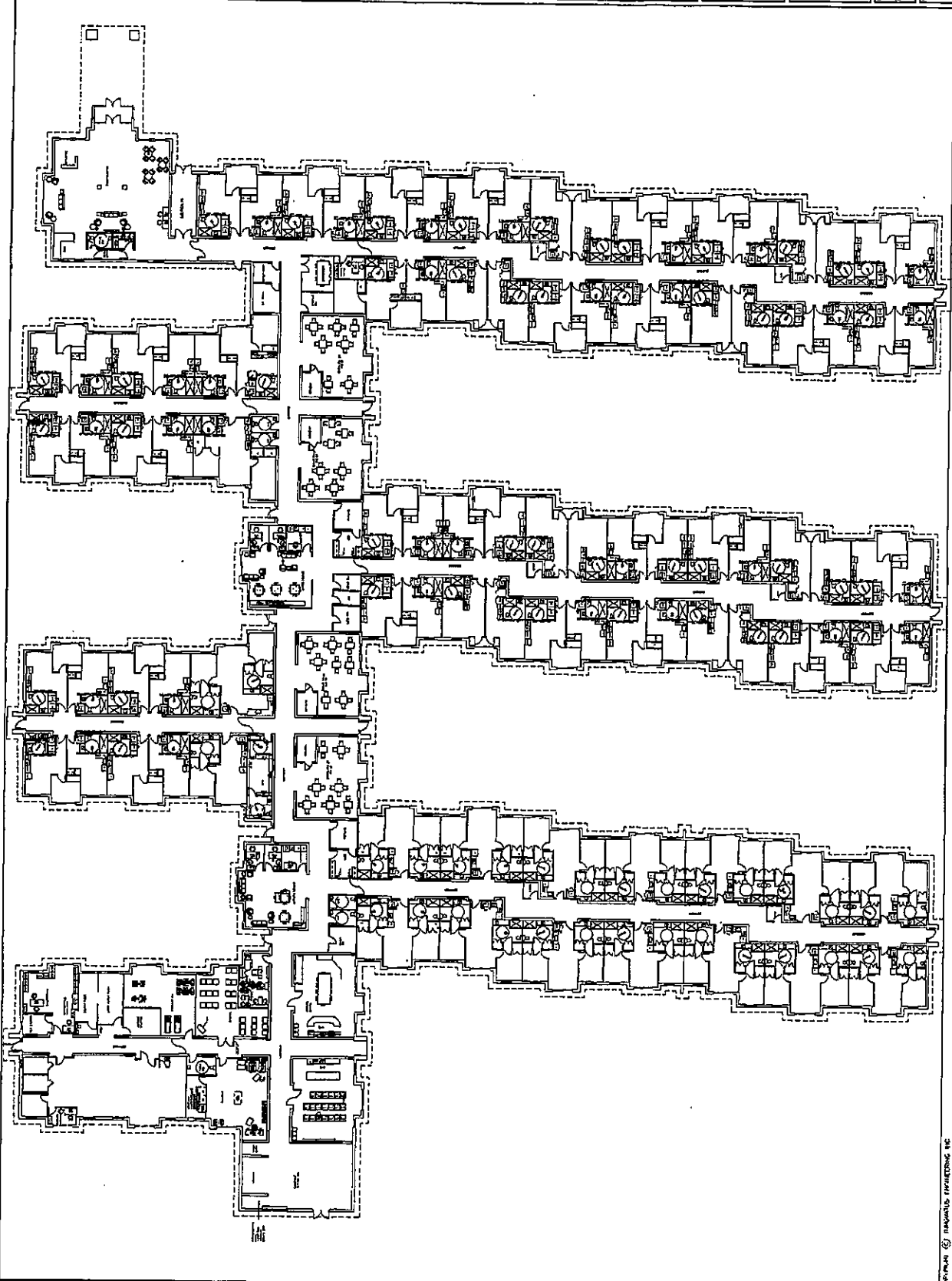


PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT


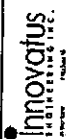
© 2011 Autodesk, Inc. All rights reserved.

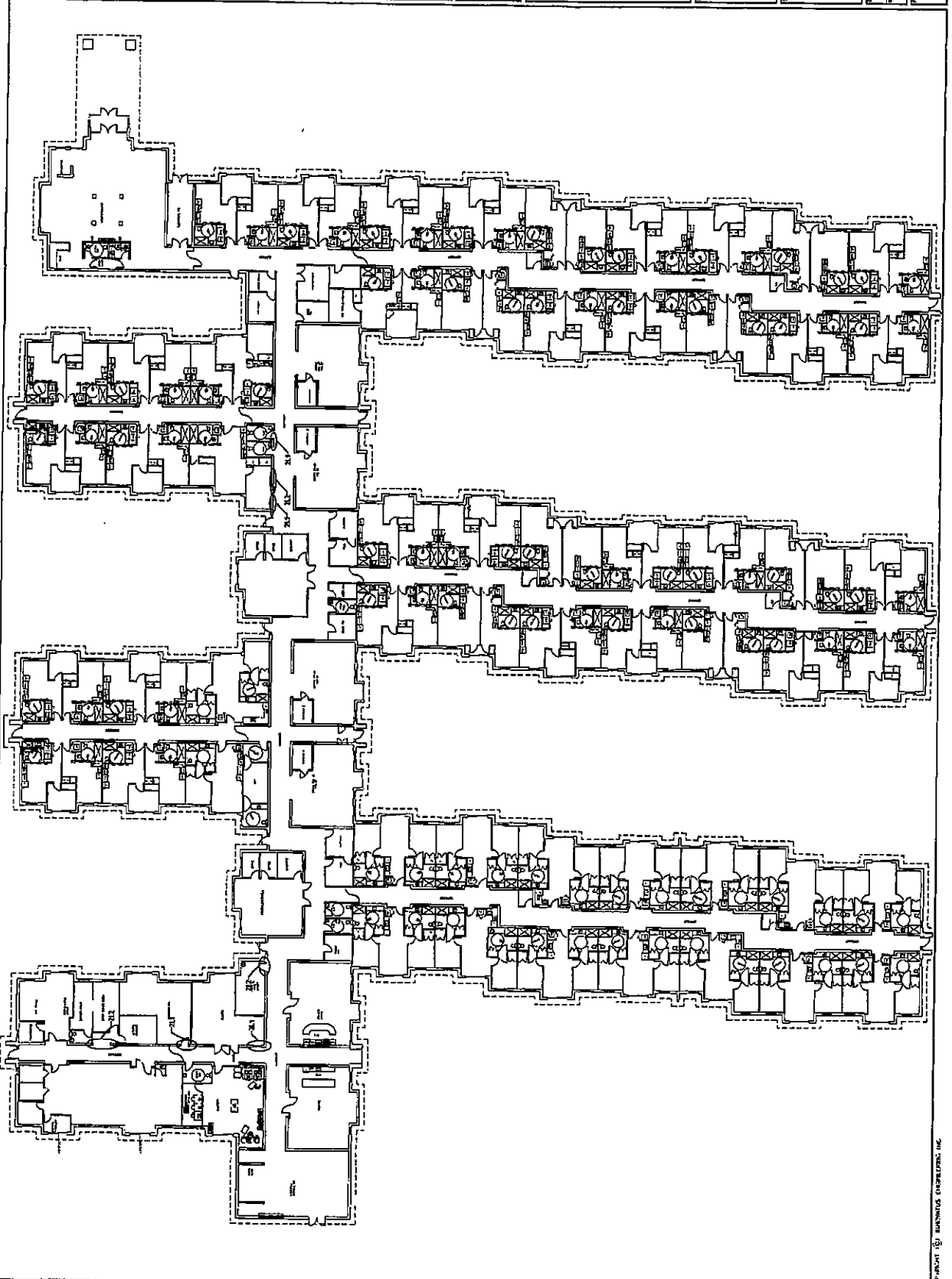
COPYRIGHT © 2016, ALL RIGHTS RESERVED. ALL RIGHTS ARE RESERVED. THIS DOCUMENT IS THE PROPERTY OF AUTODESK, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.		1. 2-Dimensional Annotations 2. 3-Dimensional Annotations			MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, ONTARIO	FURNITURE LAYOUT	PROJECT NO.	SHEET NO.	DATE	SCALE	DRAWN BY	CHECKED BY	04201401	A8
							04201401	A8						



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT


<p>© 2008 Autodesk, Inc. All rights reserved. Autodesk reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that appear in this document.</p> <p>1 1 2008</p>				<p>MEADOW CREEK RETIREMENT RESIDENCE ST THOMAS, ONTARIO</p>		<p>UNTEL LOCATIONS</p>		<p>04201401</p> <p>S1</p>
		<p>NO. DATE</p> <p>BY</p> <p>REVISION</p>	<p>NO. DATE</p> <p>BY</p> <p>REVISION</p>	<p>NO. DATE</p> <p>BY</p> <p>REVISION</p>	<p>NO. DATE</p> <p>BY</p> <p>REVISION</p>			



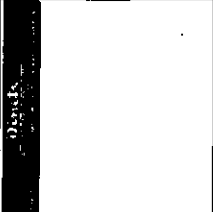
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EQUIPMENT PRIOR TO ORDERING AND PRIOR TO INSTALLATION. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.


 0 - 0' - 0" (to center of room)
 1 - 1' - 0" (to center of room)
 2 - 2' - 0" (to center of room)

NO.	DESCRIPTION	DATE

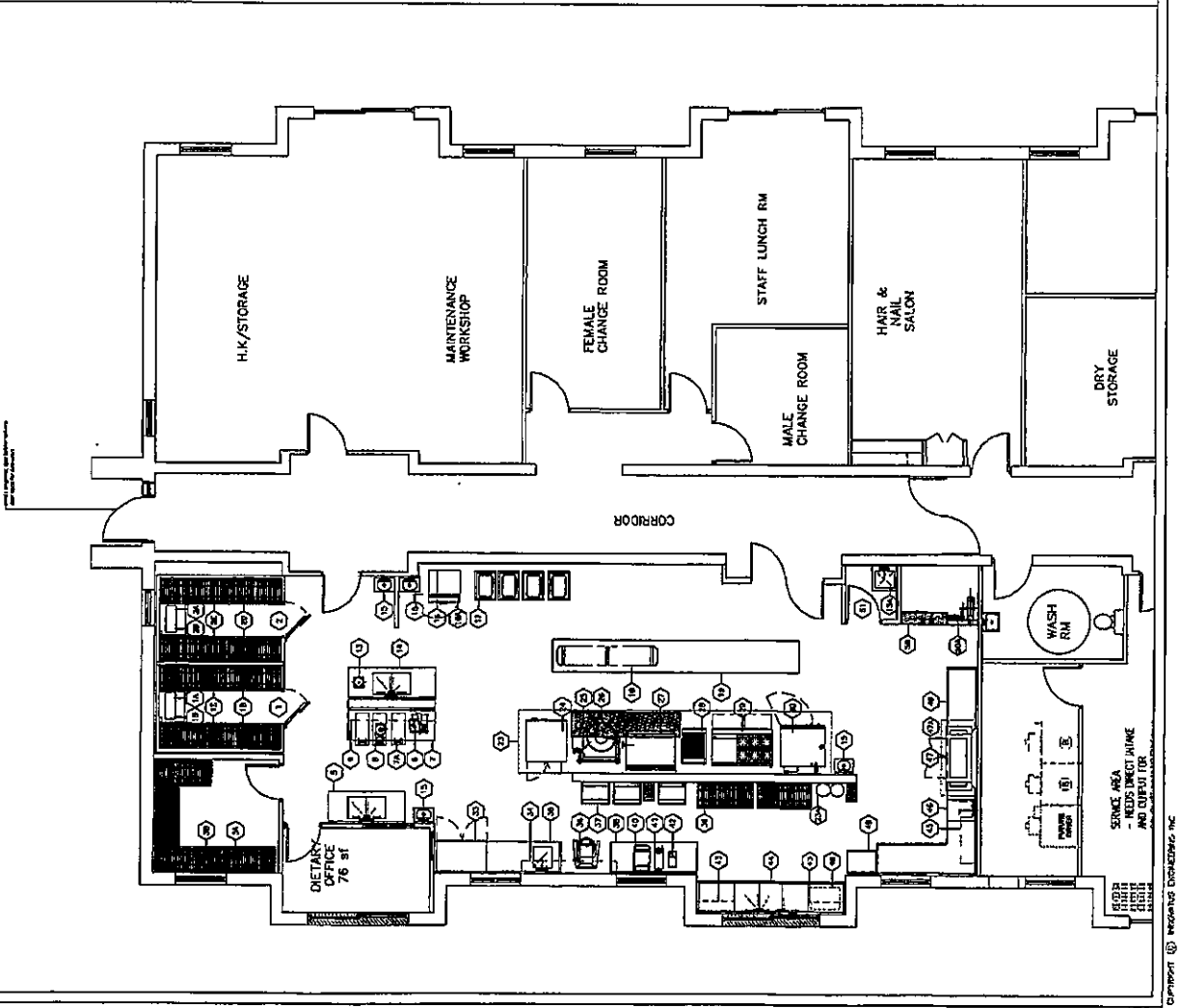


Project No.
ST. THOMAS RETIREMENT RESIDENCE
 ST THOMAS, ONTARIO

Sheet No.
PROPOSED LAYOUT KITCHEN AND LEGEND

Client	
Architect	
Scale	
Date	
Project Number	
Sheet Number	K-1

ITEM NO.	EQUIPMENT CATEGORY	DESCRIPTION
1	REFrigerator	REFRIGERATOR
2	Freezer	FREEZER
3	Stove	STOVE
4	Sink	SINK
5	Dishwasher	DISHWASHER
6	Range Hood	RANGE HOOD
7	Ice Maker	ICE MAKER
8	Washing Machine	WASHING MACHINE
9	Dryer	DRYER
10	Refrigerator	REFRIGERATOR
11	Freezer	FREEZER
12	Stove	STOVE
13	Sink	SINK
14	Dishwasher	DISHWASHER
15	Range Hood	RANGE HOOD
16	Ice Maker	ICE MAKER
17	Washing Machine	WASHING MACHINE
18	Dryer	DRYER
19	Refrigerator	REFRIGERATOR
20	Freezer	FREEZER
21	Stove	STOVE
22	Sink	SINK
23	Dishwasher	DISHWASHER
24	Range Hood	RANGE HOOD
25	Ice Maker	ICE MAKER
26	Washing Machine	WASHING MACHINE
27	Dryer	DRYER
28	Refrigerator	REFRIGERATOR
29	Freezer	FREEZER
30	Stove	STOVE
31	Sink	SINK
32	Dishwasher	DISHWASHER
33	Range Hood	RANGE HOOD
34	Ice Maker	ICE MAKER
35	Washing Machine	WASHING MACHINE
36	Dryer	DRYER
37	Refrigerator	REFRIGERATOR
38	Freezer	FREEZER
39	Stove	STOVE
40	Sink	SINK
41	Dishwasher	DISHWASHER
42	Range Hood	RANGE HOOD
43	Ice Maker	ICE MAKER
44	Washing Machine	WASHING MACHINE
45	Dryer	DRYER
46	Refrigerator	REFRIGERATOR
47	Freezer	FREEZER
48	Stove	STOVE
49	Sink	SINK
50	Dishwasher	DISHWASHER
51	Range Hood	RANGE HOOD
52	Ice Maker	ICE MAKER
53	Washing Machine	WASHING MACHINE
54	Dryer	DRYER
55	Refrigerator	REFRIGERATOR
56	Freezer	FREEZER
57	Stove	STOVE
58	Sink	SINK
59	Dishwasher	DISHWASHER
60	Range Hood	RANGE HOOD
61	Ice Maker	ICE MAKER
62	Washing Machine	WASHING MACHINE
63	Dryer	DRYER
64	Refrigerator	REFRIGERATOR
65	Freezer	FREEZER
66	Stove	STOVE
67	Sink	SINK
68	Dishwasher	DISHWASHER
69	Range Hood	RANGE HOOD
70	Ice Maker	ICE MAKER
71	Washing Machine	WASHING MACHINE
72	Dryer	DRYER
73	Refrigerator	REFRIGERATOR
74	Freezer	FREEZER
75	Stove	STOVE
76	Sink	SINK
77	Dishwasher	DISHWASHER
78	Range Hood	RANGE HOOD
79	Ice Maker	ICE MAKER
80	Washing Machine	WASHING MACHINE
81	Dryer	DRYER
82	Refrigerator	REFRIGERATOR
83	Freezer	FREEZER
84	Stove	STOVE
85	Sink	SINK
86	Dishwasher	DISHWASHER
87	Range Hood	RANGE HOOD
88	Ice Maker	ICE MAKER
89	Washing Machine	WASHING MACHINE
90	Dryer	DRYER
91	Refrigerator	REFRIGERATOR
92	Freezer	FREEZER
93	Stove	STOVE
94	Sink	SINK
95	Dishwasher	DISHWASHER
96	Range Hood	RANGE HOOD
97	Ice Maker	ICE MAKER
98	Washing Machine	WASHING MACHINE
99	Dryer	DRYER
100	Refrigerator	REFRIGERATOR



APPENDIX B - 2 Pages

Meadowcreek RR
St. Thomas

FILE NO. 17-30

DIVISION #	Description	Notes
COLUMN TOTALS		
1000	Preparation/General Conditions/Overhead	
1020.1	Cash allowances - TEST & INSPECTION	594,128
	Cash allowances - Lobby Finishes	0 EXCLUDED
	Cash allowances - Laundry equip.	0 EXCLUDED
	Cash allowances - Kitchen equip.	20,000
	Cash allowances - Hardware	258,000
	Cash Allowance - Nurse Call system	90,000
	Cash Allowance - Blinds	180,000
	Cash Allowance - Landscaping	42,500
	Eavesrough & Downspouts	170,000
	Demolition	118,003
	Dewatering	64,366
	Exterior Work	0 None (assumed work is complete)
	Excavation cutfill - Site	70,305
2000.1	Aggregates	0 >>>Div. 15
2000.2	Wooping file at perimeter/Inid drainage	0 >>>Div. 15
33 46 13	Shoring	0 None (assumed work is complete)
	Foundation excavation - Blidg	0 None (assumed work is complete)
	Site services	0 None (assumed work is complete)
	Electrical civil	0 None (assumed work is complete)
32 12 16	Asphalt (1.74 Acres)	0 None (assumed work is complete)
32 15 13	Curb & sidewalk	0 None (assumed work is complete)
	Paving signage	0 None (assumed work is complete)
	Landscaping - Site	0 None (assumed work is complete)
	Landscaping - Roof top	0 None (assumed work is complete)
	Fencing - Rooftop	0 None (assumed work is complete)
3000.1	Formwork	0 None (assumed work is complete)
0.2	Embeds	0 None (assumed work is complete)
0.3	Rebar	0 None (assumed work is complete)
0.4	Concrete supply	17,831
0.5	Concrete finishing	9,140
03 45 00	Precast Architectural concrete	0 None (assumed work is complete)
03 46 19	Precast concrete stairs	0 None (assumed work is complete)
04 20 00	Masonry	0 None (assumed work is complete)
	Structural steel	0 None (assumed work is complete)
	Metel deck	0 None (assumed work is complete)
05 50 00	Miscellaneous metals	0 None (assumed work is complete)
05 52 00	Glazed Aluminium Handrails	0 None (assumed work is complete)
06 10 00	Rough carpentry	0 None (assumed work is complete)
06 20 00	Finish carpentry, Kitchens & vanities	14,342
06 80 00	Exterior Mouldings/EIFS	460,173
07 11 00	Dampproofing	0 None (assumed work is complete)

07 14 00	Waterproofing	0	None (assumed work is complete)
07 18 00	Cementitious Waterproofing	0	None (assumed work is complete)
07 18 10	Tank Waterproofing	0	None (assumed work is complete)
07 17 00	Bentonite Waterproofing	0	None (assumed work is complete)
07 18 13	Balcony Waterproofing	0	None (assumed work is complete)
07 18 18	Vehicle Traffic Coatings	0	None (assumed work is complete)
07 19 00	Water repellent sealers	0	None (assumed work is complete)
07 21 00	Thermal Insulation	0	5
07 21 19	Spacy Insulation	0	5
07 27 00	Vapour Retarders	0	5
07 27 00	Air Barriers	0	5
07 42 40	Composite Panels	0	None (assumed work is complete)
07 64 24	TPO Roof	0	None (assumed work is complete)
07 61 00	Metal Roof	0	None (assumed work is complete)
07 62 00	Flashing - Eavestrights and Downspouts	0	None (assumed work is complete)
07 65 00	Freestop	0	6
07 92 00	Sealants	45,829	7
08 11 13	HM Doors & frames	252,154	
08 14 16	Wood Doors & frames	293,997	
08 33 23	Overhead door	0	None (assumed work is complete)
08 42 20	Sliding doors & auto. Operator	0	None (assumed work is complete)
08 44 00	Aluminium windows and interior glazing	0	None (assumed work is complete)
08 70 00	Door hardware	0	>>>1020.8
08 71 13	Auto Door equipment	0	None (assumed work is complete)
08 80 00	Glazing	967,376	0
08 91 00	Louvers	134,985	0
09 21 16	Drywall	0	None (assumed work is complete)
09 24 26	Exterior stucco	0	None (assumed work is complete)
09 30 00	TILEWORK	615,678	8
09 51 00	Acoustic ceilings	0	>>232116
09 64 00	Wood Floor	0	>>>33000
09 65 16	Resilient Sheet Floor	0	>>>33000
09 65 66	Athletic flooring	0	>>>33000
09 67 23	Epoxy Flooring	0	>>>33000
09 67 72	Cane Floor Sealer	0	>>>33000
09 72 00	Wall Coverings	0	>>>89100
09 88 00	Carpet	0	>>>33000
09 91 00	Painting	246,332	
10 28 13	Washroom Accessories	28,716	
15000	Mechanical	702,186	
15300	Sprinkler	4,218	
16000	Electrical	579,550	
	Subtotal	5,435,705	0
	Contractor's Contingency	245,294	
	Total	5,685,000	

NOTES:

- 1 Allowance for sawcutting existing slab on grade for revamping drain lines
- 2 Patching approx. \$50sf of existing slab on grade at drain line reno.
- 3 Misc. Blocking in stud walls & ceilings
- 4 Assumed wood base board throughout, kitchen uppers & lowers, and vanity. No further common area millwork required
- 5 Included with the drywall component
- 6 Assumed all fire-rated partitions, slab edges, M&E penetrations, etc. are already complete
- 7 Allowance for caulking door frames, control joints, misc. installations, etc.
- 8 The entire perimeter of the building requires a degree of repair to the stucco system. Assumed 2ft ht average - 3,000sf
- 9 An Extra of \$154,000 would apply for the installation of ice and water shields on the roof based on installing 4,000 sf.

QUALIFICATIONS

\$5,685,000

CCDC 2

stipulated price contract

2008

[Meadow Creek Retirement Residence - Finish of Incomplete Work]

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 - 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A-1 The Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- 1. Change Directive
- 2. Change Order
- 3. Construction Equipment
- 4. Consultant
- 5. Contract
- 6. Contract Documents
- 7. Contract Price
- 8. Contract Time
- 9. Contractor
- 10. Drawings
- 11. Notice in Writing
- 12. Owner
- 13. Place of the Work
- 14. Product
- 15. Project
- 16. Provide
- 17. Shop Drawings
- 18. Specifications
- 19. Subcontractor
- 20. Substantial Performance of the Work
- 21. Supplemental Instruction
- 22. Supplier
- 23. Temporary Work
- 24. Value Added Taxes
- 25. Work
- 26. Working Day

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT

- GC 2.1 Authority of the Consultant
- GC 2.2 Role of the Consultant
- GC 2.3 Review and Inspection of the Work
- GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK

- GC 3.1 Control of the Work
- GC 3.2 Construction by Owner or Other Contractors
- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Use of the Work
- GC 3.12 Cutting and Remedial Work
- GC 3.13 Cleanup

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Withholding of Payment
- GC 5.9 Non-conforming Work

PART 6 CHANGES IN THE WORK

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE

- GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
- GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Authority of the Consultant
- GC 8.2 Negotiation, Mediation and Arbitration
- GC 8.3 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

- Public Sector Owners
- Private Sector Owners
- Canadian Bar Association (Ex-Officio)
- * The Association of Canadian Engineering Companies
- * The Canadian Construction Association
- * Construction Specifications Canada
- * The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the 19th day of July in the year 2018 .

by and between the parties

Fingal Properties Holdings Inc. and MOS MortgageOne Solutions Ltd.

hereinafter called the "Owner"

and

Prime Design Build Corporation

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the Work required by the Contract Documents for Meadow Creek Retirement Facility

located at
39232 Fingal Line, Fingal, Ontario

insert above the name of the Work

for which the Agreement has been signed by the parties, and for which
To Be Determined

insert above the Place of the Work

is acting as and is hereinafter called the "Consultant" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the Contract Documents, and

- 1.3 commence the Work by the 15th day of August in the year 2018 and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial Performance of the Work, by the 15th day of April in the year 2019 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

- 2.2 The Contract may be amended only as provided in the Contract Documents.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

*
Letter from Prime Design Build Corporation to MOS Mortgage Solutions Ltd. and Fingal Properties Holdings Inc. dated July 19, 2018 - 25 pages (including Appendix A and B)

Appendix A List of Drawings used for estimate - 21 pages.

Appendix B Prime Design Build - Tender Closing Sheet Dated July 19, 2018 - 2 pages

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Five Million Six Hundred and Eight-Five Thousand

/100 dollars \$ 5,685,000

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Seven Hundred and Thirty-Nine Thousand Fifty

/100 dollars \$ 739,050

4.3 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

Six Million Four Hundred and Twenty-Four Thousand Fifty

/100 dollars \$ 6,424,050

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

CIBC

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

Owner

Final Properties Holdings Inc. and MOS MortgageOne Solutions Ltd.

*name of Owner**

5757 Kennedy Road, Suite 2, Mississauga, Ontario, L4Z 0C5

address

facsimile number

johncornacchia@globacorp.com

email address

Contractor

Prime Design Build Corporation

*name of Contractor**

241 Applewood Crescent, Vaughan, Ontario, L4K 4E6

address

905-532-0654

facsimile number

pdecraemer@primedb.ca

email address

Consultant

To Be Determined.

*name of Consultant**

address

facsimile number

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.

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

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

Final Properties Holdings Inc. and MOS MortgageOne
Solutions Ltd.

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Prime Design Build Corporation

name of Contractor

signature

signature

name of person signing

Patrick DeCraemer, President
name and title of person signing

signature

signature

name of person signing

name and title of person signing

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

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

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or *Products* means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**PART 1 GENERAL PROVISIONS****GC 1.1 CONTRACT DOCUMENTS**

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

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

GC 2.4 DEFECTIVE WORK

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

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

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

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

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

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

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

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

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

GC 3.11 USE OF THE WORK

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

GC 3.12 CUTTING AND REMEDIAL WORK

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

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
- 1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - 2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - 3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:

- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

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

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

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
 - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel
 - (1) stationed at the *Contractor's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or
 - (4) engaged in the processing of changes in the *Work*.
 - .2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;
 - .3 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Contractor's* field office;
 - .8 deposits lost;
 - .9 the amounts of all subcontracts;
 - .10 quality assurance such as independent inspection and testing services;
 - .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
 - .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
 - .14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;
 - .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .16 removal and disposal of waste products and debris; and
 - .17 safety measures and requirements.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
- .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
 - .2 terminate the *Contractor's* right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor's* right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
 - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant's* additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
 - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor's* work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor's* obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.
- 7.2.4 The *Contractor's* *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.
- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.
- 8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

- 8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

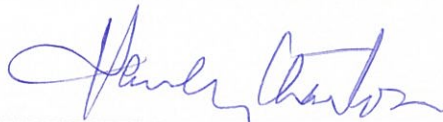
GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

**THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF ANTOINETTE DEPINTO
SWORN BEFORE ME THIS 30TH
DAY OF JULY, 2018.**



A Commissioner etc.



I Pro Realty Ltd Brokerage 272 Queen Street East Brampton On L6V1B1

Mr. Paul Mangion
5757 Kennedy Rd
Suite 2
Mississauga Ontario
L4Z0C5

Dear, Mr. Mangion:

Further to our discussions, we are pleased to provide our opinion as to the Market Value of the property located at *PROPOSED MEADOWCREEK RETIREMENT RESIDENCE* 39232 Fingal Line St. Thomas, Ontario (the "Subject Property"). Following our review and inspection of the Subject Property, is the attached "Letter of Opinion" report dated July 5, 2018.

The attached report was prepared for M O S Mortgage One Solutions. with the sole purpose of attaining a Market Value for the Subject Property, for internal purposes and is intended only for their specified use.

The attached report may not be distributed to, or relied upon by, any other persons or entities without the prior written permission of Property Realty. Further, we shall not be required to give testimony or attendance in any court or public hearing by reason of this opinion.

We developed an opinion that the Market Value of the Subject Property on July 5, 2018 was:

The foregoing opinion of Market Value is subject to the assumptions, limitations and comments appearing within the attached report, which report is made a part hereof and more fully develops in detail, the factual evidence and reasoning supporting the opinion developed.

Should you have any questions please do not hesitate to contact me.

Yours very truly,

A handwritten signature in cursive script that reads "Ziegler Coelho".

Ziegler Coelho
Sales Representative
Director Commercial Division
I Pro Realty Ltd Brokerage

July 5, 2018

SUBJECT PROPERTY

A 110-unit, single level, poured concrete slab on-grade seniors retirement residence containing approximately ±82,645 square feet in “as completed” condition
That is situated on a ±6.65-acre parcel of land.

The purpose of this report is to estimate the Market Value of the property herein described as at July 5, 2018. Market Value is described as: The most probable price, which the property should bring in its current unfinished condition in a competitive and open market under all conditions Requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.” Implicit in this definition is the consummation of a sale as of a specified date and the Passing of title from seller to buyer under conditions whereby:

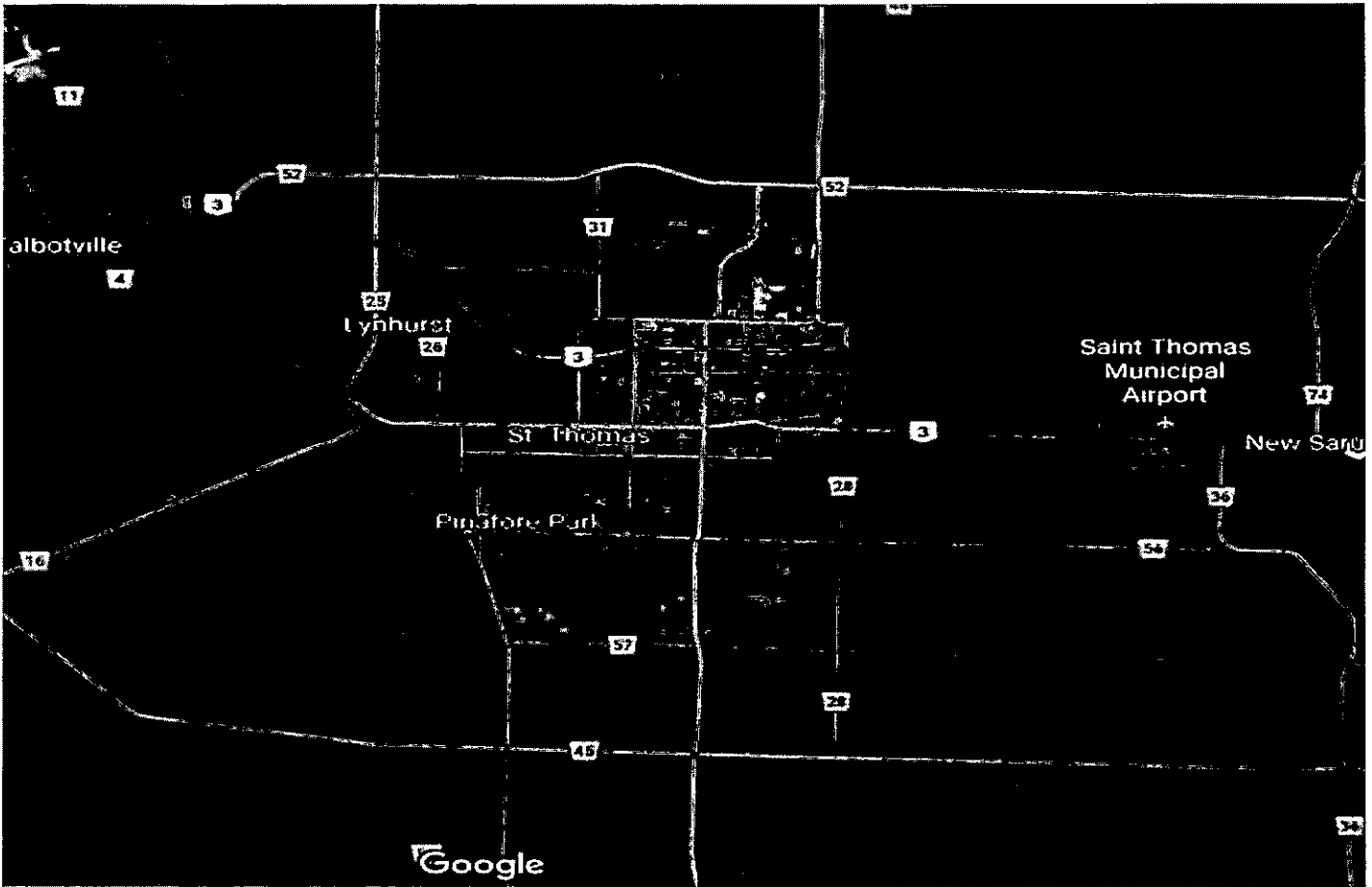
- 1) Payment is made in cash (Canadian Dollars) or in terms of financial arrangements comparable thereto;
- 2) The price represents the normal consideration for the property sold unaffected by special or creative Financing or sales concessions granted by anyone associated with such sale.

IDENTIFICATION AND LEGAL DESCRIPTION

The subject property is located on the north side of Fingal Line, City of St. Thomas, County of Elgin. The subject Property’s legal description is as follows:

Part 1 – Part Lot 39, Concession NTR Southwold being All Part 2; RP11R-8197; T/W E-454421 and locally referenced as all of PIN 35156-0440 LT.

Part 2 – Part of Lot 39, Concession NTR Southwold being designated as All Part 1; RP11R-8995; Southwold and locally referenced as all of PIN 35156-0458 LT.



KEY PROPERTY FEATURES:

Land Area: Building Size:

Zoning: heating: Construction:

BRIEF DESCRIPTION OF THE SUBJECT PROPERTY

Foundation Walls Roof Covering Heating System Plumbing

Floors Walls & Ceiling Insulation

Building Design Exterior Treatment Laundry Windows

Masonry Metal roof over wood trusses Ground source heat pump including A/C Combined copper & ABS Plastic Ceramic tile and carpet over poured concrete Painted drywall ICF building system supplying a Minimum R40 insulation factor that also assists in sound proofing

An effort was made to minimize Maintenance & repairs. Limited brick with primarily textured stucco cladding. Coin operated common system for resident's use. Vinyl thermopane design.

VALUATION PREAMBLE

The three generally accepted methods of valuing real estate are the following:

- . 1) The Cost Approach
- . 2) The Market Data or Direct Sales Comparison Approach
- . 3) The Income Approach

THE COST APPROACH

This approach is the method of determining an estimate of the value by totaling the estimated land value with the depreciated reproduction cost of the improvements. The site value is estimated as if vacant and available for development to its highest and best use, although a site may have a contributory value that differs from the value as if vacant in various legal and practical situations.

39232 Fingal Line St. Thomas, Ontario

Evaluation

Land (6.65 acre)	\$ [REDACTED]	(\$ [REDACTED])
Building - (82,645 sq. feet)	\$ [REDACTED]	(\$ [REDACTED])
Minus Cost of Finishing	\$ [REDACTED]	
<hr/>		
Net building Value	\$ [REDACTED]	
Total Value	\$ [REDACTED]	

DIRECT COMPARISON APPROACH TO VALUE

The Appraiser studied in excess of 19 different retirement home properties throughout Ontario as part of the Comparable study. The 18 properties summarized herein were selected for illustration based on the amount Of information that was available for analysis, the location and setting of the property together with the overall Condition.

Unadjusted Summary Sales Information

	ADDRESS	SALE DATE	SALE PRICE	# OF BEDROOM (suites)	LAND AREA (acres)
1	255 Densmore Rd., Cobourg	September 2017	\$28,352,348	118	4.00
2	228 Dundas St. E., Belleville	July 2017	\$4,000,000 as is \$13,000,000 as completed	66 58	2.63
3	278 King St. S., Alliston	March 2018	\$25,542,380	98	5.09
4	183-185 Rolph St., Tillsonburg	May 2014	\$6,159,488	_____ 51	1.46
5	868 Doon Village Rd., Kitchener	March 2018	\$18,840,020	97	1.81
6	65 Clarington Blvd., Clarington	May 2014	\$26,575,000	112	2.05
7	61 Farmstead Dr., Milton	March 2014	\$38,500,000	_____ 104	1.90
8	15 Harvest Ave. & 35 Westtown Lir	December 2015	\$27,910,000	64	5.53
9	30 College St. W., Belleville	March 2018	\$45,759,758	235	2.71
10	155 Riddell Rd., Orangeville	September 2015	\$56,912,800	136	5.12
11	1095 Carling Ave., Ottawa	March 2016	\$63,650,000	105	0.41
12	79 David Rd., London	February 2017	\$8,820,000	_____ 72	6.63 adj.
13	104 & 200 Robert St., Shelburne	May 2017	\$7,158,805	60	1.99
14	833 Sutton Mills Crt., Kingston	June 2017	\$9,706,688	64	2.78
15	30 Jack Cres., Arnprior	March 2018	\$19,117,879	107	5.00
16	7 & 15 Market St. E. & 5-21 Kings St	May 2016	\$36,925,000	109	1.03
17	113-115 Scott St., St. Catharines	March 2018	\$27,080,699	_____ 167	3.39
18	105 North St., Perth	March 2018	\$29,197,407	140	3.53
19	45 Martin St., Milton	March 2018	\$17,701,599	75	1.44
	AVERAGES		\$25,545,494	102	3.08

Based on Comparable Properties the Market Value of the Subject Property in its current state is approximately \$ [REDACTED]

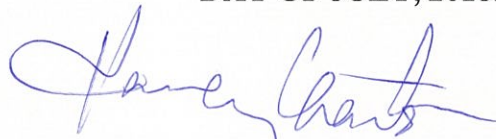
THE INCOME APPROACH

This Approach to Value involves the valuation of the income stream produced by the Subject Property. This can be completed through several different methods, including the Overall Capitalization Rate Method, the Mortgage Equity Method, the Discounted Cash Flow Method, etc., the selection of which depends upon the individual circumstances surrounding the Subject Property. In this case, we have used the Overall Capitalization Rate Method. The regular net income stream produced over a reasonable period of time is capitalized, using an income. Multiplier derived from the market, to result in an estimate of value. Estimate the annual effective gross income. The effective gross income is calculated using 100% occupancy. Deducting an allowance for vacancy and bad debts and adding other income such as laundry receipts, parking, Etc. The income stream used herein is predicated upon a 110-bedroom seniors' retirement residence being Completed and 100% occupied within the time frame indicated previously in this appraisal report, with the Level of completion being similar to other seniors' facilities recently built in the Province of Ontario.

CONCLUSION

Based on the analysis, the Income approach cannot display a fair value of the property in its current time, Therefore average Value of the Subject Property is approximately \$ [REDACTED] to \$ [REDACTED]

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF ANTOINETTE DEPINTO
SWORN BEFORE ME THIS 30TH
DAY OF JULY, 2018.**

A handwritten signature in blue ink, appearing to read "Nancy Chert", is written over a horizontal line.

A Commissioner etc.



COLDWELL BANKER COMMERCIAL
R.M.R. REAL ESTATE, BROKERAGE
10 SUNRAY STREET, SUITE 23
WHITBY, ON L1N 9B5
BUS. (905) 430-6655
FAX (905) 430-4505
TOLL FREE (888) 472-2767
www.cbrmr.com

Letter of Opinion of Value

M.O.S. Mortgage One Solutions Ltd.
5757 Kennedy Road, Suite 2
Mississauga, Ontario
L4Z 0C5

Attention of: Mr. John Cornacchia
Via: E-Mail

July 19 2018

Subject Property: 39232 Fingal Line, St. Thomas Ontario

Dear Sir,

This Realtor's opinion of Value is not to be considered as an appraisal, but the opinion of a Licensed Commercial Real Estate Broker, and Member of the Canadian Commercial Council of Realtors.

I have reviewed the subject property and have concluded that there is still some work remaining, to bring this project to completion. Additionally, the Furnishing, Fixtures and Equipment would also need to be supplied. I would expect a value upon completion to be in the [REDACTED] to [REDACTED] Range given size and market demand as well as Comparable Sales included with this Letter of Opinion

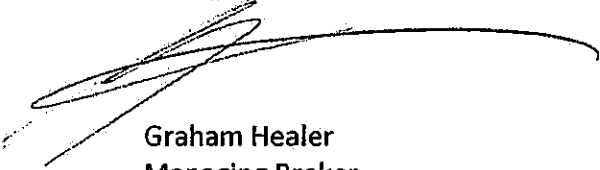
Dealing with a current market value, the market for this type of project is limited to a small range of investors. It is even further limited in an incomplete state. This project has been stigmatized by being incomplete and at a standstill for more than one year.

Financing an incomplete project such as this, is difficult through conventional lenders. Some limiting factors would be in finding Buyers in a Significant Available Cash position, willing to take on an incomplete project with income that is only forecast upon completion, and that has been stagnant for more than a year. I feel this reduces the buyer pool to a very few and that would put these buyers at an advantage to pressure the seller for a low price.

Knowing the process of dealing with High Net Worth Corporations or Individuals and how they approach this type of situation, the offered price will likely be less than half of the completed value. The Value will be subjective and will reflect the desired upside of financial advantage in completing the project. Investors involve themselves in this type of project, only with significant upside for financial gain.

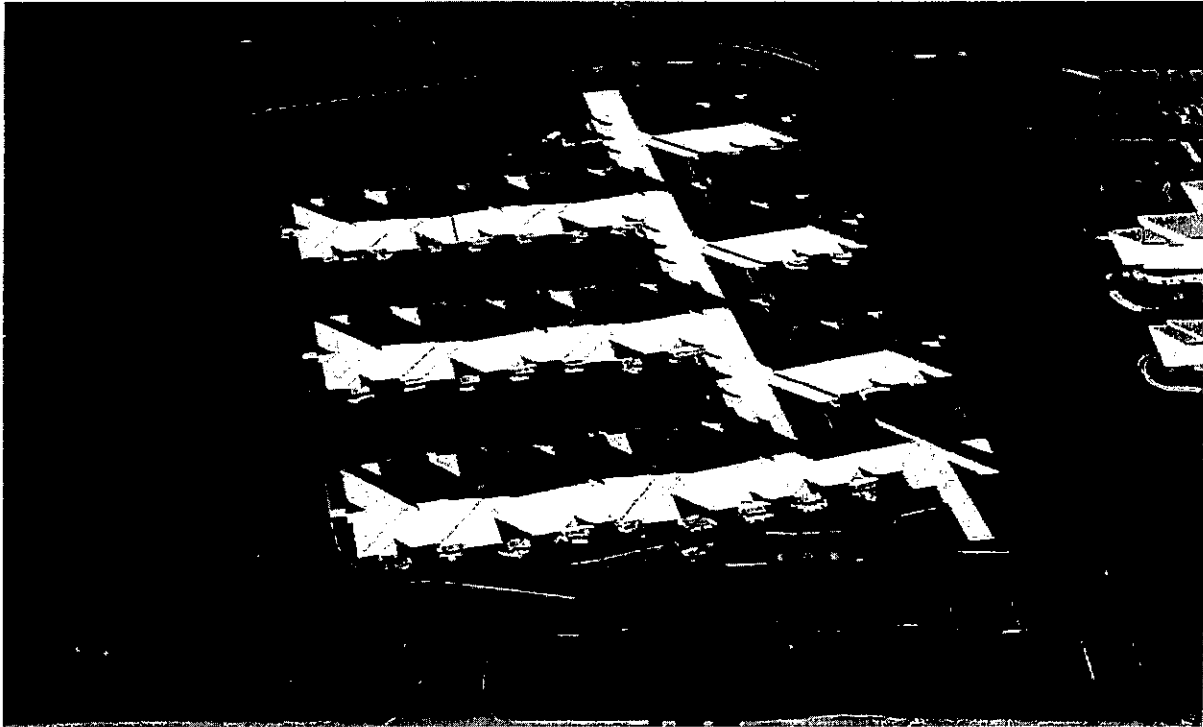
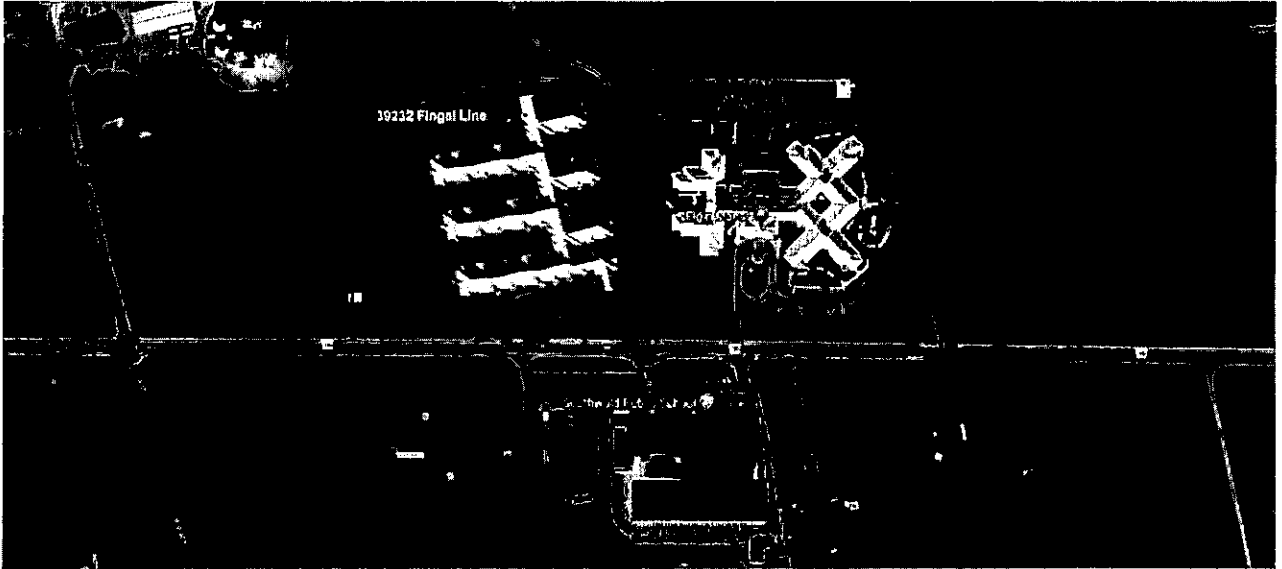
My opinion is based on my understanding the subjective nature of the value given by investors for a Distressed project. I suggest a price in the range of \$[REDACTED] to \$[REDACTED] would likely be attainable.

Sincerely

A handwritten signature in black ink, appearing to read 'Graham Healer', with a long, sweeping horizontal stroke extending to the right.

Graham Healer
Managing Broker

39232 Fingal Line, St. Thomas Aerial Photos



39232 Fingal Line, St. Thomas, Street View



Photos of Incomplete areas of the project

Please refer to pages 16 through 22 of the Ridley & Associates Appraisal Report of April 17 2018 for detailed photographs of incomplete work on the site.

Comparable Sales in Ontario
For Completed Projects with FF&E packages

278 King Street South, Alliston, Ontario:

98 suite Retirement Living / Seniors residence
Sold March 2018
Sale Price \$ 25,542,380.00 or \$260,636.53 per suite.

611 Farmstead Drive, Milton, Ontario

104 Bedroom Retirement Living / Seniors residence
Sold March 2014
Sale Price \$ 38,500,000.00 or \$370,000.00 per Suite

7 & 15 Market Street East and 5-21 King St East, Brockville, Ontario

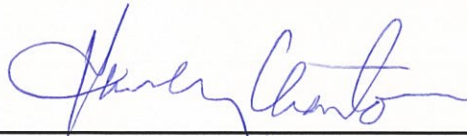
109 Suite Retirement Living / Seniors Residence
Sold May 2016
Sale Price \$ 36,925,000.00 or \$ 338,761.00 per suite

45 Martin Street, Milton, Ontario

75 Suite Retirement Living / Seniors residence
Sold March 2018
Sale Price \$ 17,701,599.00 or \$236,021.32 per suite

Average Price per Suite = 301,354.58

**THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF ANTOINETTE DEPINTO
SWORN BEFORE ME THIS 30TH
DAY OF JULY, 2018.**

A handwritten signature in blue ink, appearing to read "Henry Chant", is written over a horizontal line.

A Commissioner etc.

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
AND MORTGAGE COMMITMENT

THIS AGREEMENT is made this 19th day of July, 2018.

BETWEEN:

CANVAS TECHNOLOGIES INC., IN TRUST, WITH A RIGHT TO ASSIGN

(Hereinafter called the "Purchaser")

-And-

FINGAL PROPERTIES HOLDINGS INC.

(Hereinafter called the "Vendor")

-And-

M.O.S. MORTGAGEONE SOLUTIONS LTD.

(Hereinafter called "MOS")

WHEREAS by an Agreement of Purchase and Sale, dated the 3rd day of April, 2018 made between **Canvas Technologies Inc., In Trust**, the Purchaser and **Fingal Properties Holdings Inc.**, the Vendor (hereinafter referred to as the "APS"), the Vendor agreed to the sale of property municipally known as follows:

39232 Fingal Line, St. Thomas, Ontario, N5P 3S5

As set out in the said APS, a true copy of which is attached hereto as Schedule "A";

WHEREAS the Parties have mutually agreed to make amendments to the APS in accordance with the terms and conditions set out below;

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and the sum of Two (\$2.00) Dollars now paid by each party to the others, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged it is agreed by and between the parties hereto as follows:

1. The Parties confirm that the foregoing recitals are true in substance and fact and form part of this Agreement.
2. The APS is hereby amended as follows and in each case the Sections and paragraph numbers will be in reference to the Sections and paragraph numbers of the APS.

(a) Section 1.01 Definitions is hereby amended as follows:

“**Closing Date**” or “**Closing**” means the date which is Twenty (20) days immediately following the Due Diligence Period or such other date as the parties shall agree with the consent of MOS such consent not to be unreasonably withheld.

“**Construction Servicing Account**” has the meaning ascribed thereto in Section 2.10(viii) hereof.

“**Due Diligence Period**” has the meaning ascribed thereto in Section 2.08 hereof.

“**First Deposit**” means the sum of Two Hundred Thousand Dollars (\$200,000.00), previously paid by the Purchaser to the Vendor, to be credited on account of the Purchase Price on Closing. For clarity, there shall be no interest payable on the First Deposit and any reference to same herein shall be deleted accordingly.

“**MOS**” means M.O.S. MortgageOne Solutions Ltd.

“**MOS Assumption and Renewal Agreement**” has the meaning ascribed thereto in Section 2.08 hereof.

“**MOS Mortgage**” means the charge/mortgage of land in favour of MOS registered against title to the Property as Instrument No. CT117230.

“**Prime**” means Prime Design Build.

“**Purchase Price**” means the sum of [REDACTED].

“**Replacement First Mortgage**” has the meaning ascribed thereto in Section 2.08(i) hereof.

“**Second Deposit**” means the sum of Three Hundred Thousand Dollars (\$300,000.00) payable by wire transfer to the Purchaser’s Solicitors on or before 10:00 am (EST) on the 23rd day of July, 2018. There shall be no interest payable on the Second Deposit and any reference to same herein shall be deleted accordingly.

“**VTB Mortgage**” has the meaning ascribed thereto in Section 2.11 hereof.

(b) Section 2.01 Offer paragraph (ii) is hereby deleted.

(c) Section 2.02 Payment of the Purchase Price paragraphs (a) and (b) are hereby deleted.

(d) Section 2.05 Deposit is hereby amended as follows:

Prior to Closing, the Second Deposit shall be held by the Purchaser’s Solicitors in a trust account pending completion of this transaction or earlier termination of this

Agreement. It is acknowledged and agreed by all parties that the First Deposit was transferred by the direction and consent of the Purchaser to the Vendor and has been paid to the Vendor. The Second Deposit will be held in trust until Closing by the Purchaser's Solicitors. The Deposit shall be credited against the Purchase Price otherwise payable by the Purchaser to the Vendor on Closing. The Second Deposit shall be released to Murray Maltz in trust on Closing to be used by the Purchaser to pay construction costs for the Project.

- (e) Section 2.06 Contracts and Consultants the first sentence in second paragraph is hereby amended to read as follows:

The Vendor agrees to provide to the Purchaser copies of all marketing and management contracts (the "MM Contracts") not more than 30 days before the Closing and Purchaser shall notify the Vendor, by way of Notice prior to the expiration of the Due Diligence Period, which MM Contracts the Purchaser elects to assume on Closing (provided they are assumable) and which MM Contracts should be terminated by the Vendor on Closing.

- (f) Section 2.07 Current first mortgage to First Source is hereby amended as follows:

The parties acknowledge that the Property is subject to a first mortgage registered as Instrument No. CT122970 (the "First Source Mortgage") in favour of First Source Financial Management Inc. ("First Source"). The First Source Mortgage is past its maturity date and is in default of interest payments. It is intended for the Replacement First Mortgage (defined below) to fully pay out and discharge the First Source Mortgage on Closing. It is intended for the Replacement First Mortgage to fully pay out and discharge the second mortgage in favour of Moya Financial Credit Union Limited. For clarity, the Replacement First Mortgage shall permit the (i) MOS Mortgage to remain on title to the Property in second priority position (as amended and renewed in accordance with the provisions of the MOS Assumption and Renewal Agreement) and (ii) VTB Mortgage to be registered on title to the Property in third priority position.

The Replacement First Mortgage proceeds for purposes of clarity shall pay out the mortgage in favour of First Source Financial Management Inc., Moya Financial Credit Union Limited, the arrears of interest on the MOS Mortgage (approximately \$750,000.00 as of today). MOS shall provide a mortgage statement. The balance to be used to pay for purchase price and expenses relating to the project including land transfer tax, real property tax arrears, post-closing interest on the Replacement First Mortgage and the MOS Mortgage interest, closing costs, the construction of the retirement home, liens and outstanding monies owed trades, municipal permits, municipal levies. For clarity, no part of the Replacement First Mortgage proceeds shall be used outside the Project.

- (g) Section 2.08 New First Mortgage is hereby deleted and the following new Section 2.08 is inserted as follows:

Section 2.08 Conditions

This transaction shall be conditional for a period of forty-five (45) days from the Acceptance Date (the “**Due Diligence Period**”) upon the Purchaser, in its sole unfettered discretion:

- (i) arranging a new first mortgage loan for Closing securing a maximum principal sum of [REDACTED] (\$ [REDACTED]) (the “**Replacement First Mortgage**”) upon terms and conditions satisfactory to it;
- (ii) arranging for the assumption on Closing of the MOS Mortgage upon terms and conditions satisfactory to it; and
- (iii) conducting such due diligence and inquires as it may deem necessary relative to all aspects of the Property and the development and construction of the Project. The Vendor shall sign all necessary directions in order for the Purchaser to obtain all necessary information.

Subject to the provisions hereinafter set out, unless prior to the expiration of the Due Diligence Period, the Purchaser has given written notice to the Vendor that it has either waived the aforesaid conditions, in whole or in part, or has satisfied itself as to same, this Agreement shall be automatically terminated and the Deposit shall be returned to the Purchaser without deduction. Provided that notwithstanding the foregoing, the conditions set out in Section 2.08(i) and (ii) hereof shall not be capable of waiver and must be satisfied by the Purchaser by having executed, prior to the expiration of the Due Diligence Period, a (A) commitment letter or term sheet with the applicable lender of the Replacement First Mortgage and (B) assumption and renewal agreement with MOS (the “**MOS Assumption and Renewal Agreement**”) agreeing to assume the MOS Mortgage on Closing and renew the terms thereof in accordance with the provisions of Section 2.10 hereof. For clarity, the aforesaid commitment letter/term sheet in respect of the Replacement First Mortgage and the MOS Assumption and Renewal Agreement shall be conditional solely upon Closing.

- (h) Section 2.10 MOS Mortgage is hereby amended as follows:

The Purchaser acknowledges that the Property is further subject to the MOS Mortgage. It is intended for the MOS Mortgage to be assumed (or newly registered) by the Purchaser on Closing pursuant to the terms and conditions of the MOS Assumption and Renewal Agreement, provided that the Purchaser shall be obligated to pay to MOS on Closing all outstanding arrears of interest due and owing thereunder. The Purchaser hereby acknowledges and agrees that the MOS Assumption and Renewal Agreement shall include the following terms:

- (i) the term of the MOS Mortgage shall be for a period of twelve (12) months from Closing with an option in favour of the Purchaser to extend the mortgage for a further 12 months provided the Purchaser has not been in

default under the mortgage during the initial term. The mortgage to be fully open without penalty.

- (ii) interest shall be payable quarterly, at the rate of nine (9%) percent per annum; the principal amount of the mortgage is \$██████████
- (iii) the MOS Mortgage shall be in second priority position, subject only to the Replacement First Mortgage (provided that the terms and conditions thereof are market and commercially reasonable);
- (iv) the MOS Mortgage shall permit the registration of the VTB Mortgage in third priority position;
- (v) the MOS Mortgage shall be subject to a standard due on sale clause and such other standard mortgage provisions as MOS may deem appropriate;
- (vi) the Purchaser shall retain on satisfactory review of the contract, acting reasonably, Prime to construct the Project following Closing, based on a fixed price contract not exceeding Five Million Six Hundred and Eighty-Five Thousand (\$5,685,000.00) Dollars exclusive of HST thereon with a completion schedule not exceeding eight (8) months following Closing and a penalty in the amount of Twenty Seven Thousand (\$27,000) Dollars per month if completion exceeds eight (8) months, calculated from the end of the eight month period until the contract is complete. In the event that Prime is unable to agree to the foregoing terms, the Purchaser shall retain (with the consent of MOS not to be unreasonably withheld) a replacement reputable and bonded construction company with extensive experience in the field of care facilities similar to the Project.
- (vii) MOS shall have a right at their cost to monitor the construction project as they see fit and communicate with Prime in order to assure that the project is being constructed in a timely fashion. However it shall not make any changes to the contract or instruct Prime. MOS shall have the right to communicate its concerns to the Purchaser.
- (viii) a portion of the proceeds from the Replacement First Mortgage sufficient to pay the fixed price contract referred to above, the Replacement First Mortgage interest reserve for twelve (12) months interest, and the MOS Mortgage interest Reserve for twelve (12) months interest, shall be held in ~~a segregated bank account~~ separate ledger segregating the funds solely for the purposes of complying with this condition controlled by Murray Maltz in trust with funds to be released by Murray Maltz solely for the following purposes: (a) to Prime (or its replacement) for the purpose of paying the necessary construction draws and fulfillment of the construction contract, and (b) to pay interest on the Replacement First Mortgage and the MOS Mortgage when due. Any payments to Prime shall only be released upon prior approval of the Purchaser and MOS not to be unreasonably withheld or in accordance with the certificate of a payment certifier for the Project.



Further funds shall be released without approval to pay interest on the Replacement First Mortgage and the MOS Mortgage when due. Murray Maltz shall provide an advance statement as to the use of the Construction Servicing Account funds prior to each advance. Murray Maltz shall also provide to MOS an accounting of the use of the Replacement First Mortgage funds on a monthly basis. For clarity purposes the balance of the funds shall be used to pay expenses as listed in paragraph 2(f) including Murray Maltz administration fee.



Should there be any Replacement First Mortgage money remaining after the completion of the construction and ancillary payments the Purchaser shall pay MOS \$62,000.00 towards its legal fees.

(ix) If applicable, MOS shall provide a discharge of their mortgage in order to facilitate a new first mortgage and shall be registered in accordance with the above terms as a second mortgage.

(i) Section 2.11 Vendor's Mortgage is hereby replaced with the following paragraph:

(j) For the balance of the purchase price, the Vendor agrees to take back a mortgage (the "VTB Mortgage"), bearing interest at the rate of 8% per annum, with interest to be accrued, and payable, upon the VTB Mortgage being due in 24 months from closing. The VTB Mortgage will be fully postponed and subordinated (with a complete payment standstill) in favour of the Replacement First Mortgage and the MOS Mortgage. The VTB Mortgage shall be fully open without penalty. Section 2.12 Construction Budget Costs is hereby deleted and the following new Section 2.12 is inserted as follows:

Section 2.12 Construction of Project

The Purchaser shall be solely responsible for constructing the Project following Closing, notwithstanding any provisions hereof to the contrary (subject to its requirement to retain Prime to do so on its behalf).

(k) Section 2.13 Extra Funds From the New First Mortgage is hereby deleted and the following new Section 2.13 is inserted as follows:

Section 2.13 Extra Funds from the Replacement First Mortgage

Any surplus loan proceeds from the Replacement First Mortgage after (i) paying out and fully discharging the First Source Mortgage on Closing, (ii) paying out and fully discharging the Moya Mortgage on Closing, (iii) paying MOS all outstanding arrears of interest due and owing under the MOS Mortgage as of Closing, and (iv) paying sufficient funds into the Construction Servicing Account in accordance with the requirements of Section 2.10 hereof, shall be paid to Murray Maltz in trust on Closing.

(l) The whole of Section 2.13 of the APS, and the whole of Section 7.02 of the APS, shall be deleted from the APS in their entirety.

- (m) The last sentence of Section 7.01 of the APS shall be revised by deleting the following language therefrom:

“and the Purchaser shall have the right throughout the Interim Period to manage, and make any changes and alterations to construction and finishes to the Project provided that such changes do not cause major construction costs and construction delays, limits of which, shall be controlled by the Vendor”.
 - (n) Reference to four (4) business days in Section 8.01 of the APS shall be revised to refer instead to five (5) days to align with the requirements of Section 6.02(b) of the APS.
3. The Parties confirm that the APS cannot be further amended without the prior written consent of MOS.

IN WITNESS WHEREOF the Parties executed this Amendment to Agreement of Purchase and Sale the day and year first above written.

FINGAL PROPERTIES HOLDINGS INC.

Per: 

Name:

Title:

I have the authority to bind the corporation

CANVAS TECHNOLOGIES INC.
IN TRUST

Per: 

Name: *Michael Anobile*

Title: *A.S.O.*

I have the authority to bind the corporation

M.O.S. MORTGAGEONE SOLUTIONS LTD.

Per: 
Name: Paul Mangion
Title: President

I have the authority to bind the corporation

M.O.S. MORTGAGEONE SOLUTIONS LTD.
Applicant

-and-

FINGAL PROPERTIES HOLDINGS INC.
Respondent
Court File No. CV-18-598008-00CL

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

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ANTOINETTE DEPINTO
(sworn July 30, 2018)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Harvey Chaiton (LSO No. 21592F)
Tel: (416) 218-1129
Fax: (416) 218-1849
E-mail: harvey@chaitons.com

Sam Rappos (LSO No. 51399S)
Tel: (416) 218-1137
Fax: (416) 218-1837
E-mail: samr@chaitons.com

Lawyers for the Applicant