

**APPENDIX “18”**  
**PAYMENT LISTING REQUESTING FUNDS RE: SENIOR SECURED LENDERS**  
**DATED JANUARY 2021**

**Mizrahi Commercial (The One) GP Inc.**  
**January 2021 Month End**  
**Attachment to Construction Financing Request**

|                   |                      |
|-------------------|----------------------|
|                   | <u>Total</u>         |
| Amount of Wires   | 14,180,187.09        |
| Amount of Cheques | 1,047,527.13         |
| Bill Payments     | 263,602.77           |
| Total:            | <u>15,491,316.99</u> |

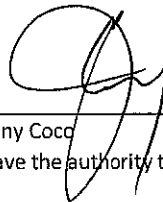
Note: Wire amounts noted in GBP may differ from the actual depending on FX at time of transfer

Authorized Signatures:



Sam Mizrahi

I have the authority to bind the corporation



Jenny Cocco

I have the authority to bind the corporation



**Mizrahi Commercial (The One) GP Inc.**  
**January 2021 Month End**  
**Cheques**

|  | <u>Date</u> | <u>Num</u> | <u>Total Balance</u> |
|--|-------------|------------|----------------------|
| <b>KEB</b>                                 |             |            | <u>540.00</u>        |
| <b>Adam J. Brown</b>                       |             |            |                      |
|  | 2021-01-15  | 18589      | <u>6,322.35</u>      |
| Total Adam J. Brown                        |             |            | 6,322.35             |
| <b>Aercooustics Engineering Ltd.</b>       |             |            |                      |
|  | 2021-01-13  | 22259      | <u>4,548.25</u>      |
| Total Aercooustics Engineering Ltd.        |             |            | 4,548.25             |
| <b>Bousfields Inc.</b>                     |             |            |                      |
|  | 2021-01-29  | 48354      | <u>18,072.09</u>     |
| Total Bousfields Inc.                      |             |            | 18,072.09            |
| <b>Chart Communications</b>                |             |            |                      |
|  | 2021-01-31  | 11665      | <u>1,576.35</u>      |
| Total Chart Communications                 |             |            | 1,576.35             |
| <b>Cini-Little International Inc.</b>      |             |            |                      |
|  | 2021-01-18  | 19085      | <u>4,407.00</u>      |
| Total Cini-Little International Inc.       |             |            | 4,407.00             |
| <b>Coco International Inc.</b>             |             |            |                      |
|  | 2021-01-31  | 2021-03    | <u>23,028.22</u>     |
| Total Coco International Inc.              |             |            | 23,028.22            |
| <b>Core Architects Inc</b>                 |             |            |                      |
|  | 2021-02-05  | 68131      | 35,030.00            |
|  | 2021-02-05  | 68130      | 81,360.00            |
|  | 2021-02-05  | 68129      | 339.00               |
|  | 2021-02-05  | 68128      | 47,601.25            |
|  | 2021-02-05  | 68133      | 189.46               |
|  | 2021-02-05  | 68134      | <u>82.68</u>         |
| Total Core Architects Inc                  |             |            | 164,602.39           |
| <b>Daoust Vukovich LLP</b>                 |             |            |                      |
|  | 2021-01-31  | 111269     | 1,101.75             |
|  | 2021-01-31  | 111268     | <u>9,624.48</u>      |
| Total Daoust Vukovich LLP                  |             |            | 10,726.24            |
| <b>Dentons LLP</b>                         |             |            |                      |
|  | 2020-12-31  | 3556407    | 6,165.85             |
|  | 2021-01-31  | 3563222    | 1,463.35             |
|  | 2021-01-31  | 3563825    | 71,969.98            |
|  | 2021-01-31  | 3563923    | 587.90               |
|  | 2021-01-31  | 3563818    | 35,406.93            |
|  | 2021-02-12  |            | 84,750.00            |
|  | 2021-02-17  | 3559127    | <u>140,563.01</u>    |
| Total Dentons LLP                          |             |            | 340,906.02           |
| <b>Design Agency</b>                       |             |            |                      |
|  | 2021-01-31  | 24981      | 12,752.05            |
|  | 2021-01-31  | 24971      | <u>10,283.00</u>     |
| Total Design Agency                        |             |            | 23,035.05            |
| <b>Fogler, Rubinoff LLP</b>                |             |            |                      |
|  |             | CREDIT     | -2,829.52            |
|  | 2021-01-26  | 22101023   | 8,000.56             |
|  | 2021-02-17  | 22101722   | <u>102,564.40</u>    |
| Total Fogler, Rubinoff LLP                 |             |            | 107,735.44           |
| <b>Glaholt LLP</b>                         |             |            |                      |
|  | 2020-11-30  | 23737      | <u>23,326.67</u>     |
| Total Glaholt LLP                          |             |            | 23,326.67            |
| <b>Goldsmith Borgal &amp; Company Ltd.</b> |             |            |                      |
|  | 2021-01-05  | 10206      | <u>536.76</u>        |
| Total Goldsmith Borgal & Company Ltd.      |             |            | 536.76               |
| <b>Growers' Flower Market</b>              |             |            |                      |
|  | 2020-06-30  | 102606     | 1,073.50             |
|  | 2020-09-05  | 102688     | 228.00               |
|  | 2020-11-30  | 102887     | <u>452.00</u>        |
| Total Growers' Flower Market               |             |            | 1,751.50             |
| <b>Hyatt Corporation</b>                   |             |            |                      |
|  | 2021-01-27  | 38181      | <u>3,095.59</u>      |
| Total Hyatt Corporation                    |             |            | 3,095.59             |

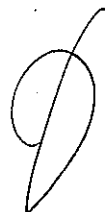
**Mizrahi Commercial (The One) GP Inc.**  
**January 2021 Month End**  
**Cheques**

|   | <u>Date</u> | <u>Num</u>   | <u>Total Balance</u>       |
|---|-------------|--------------|----------------------------|
| <b>IBI Group Professional Services Inc</b>          |             |              |                            |
|   | 2021-01-28  | 10067312     | 3,568.56                   |
|   | 2021-01-28  | 10067308     | 3,957.52                   |
| <b>Total IBI Group Professional Services Inc</b>    |             |              | <u>7,524.07</u>            |
| <b>Jensen Hughes</b>                                |             |              |                            |
|   | 2021-01-11  | INV4-0045080 | 2,577.81                   |
| <b>Total Jensen Hughes</b>                          |             |              | <u>2,577.81</u>            |
| <b>krcmar surveyors ltd</b>                         |             |              |                            |
|   | 2020-09-30  | 44670/20     | 10,800.64                  |
|   | 2020-10-30  | 44873/20     | 2,764.16                   |
|   | 2020-10-30  | 44986/20     | 32,576.14                  |
|   | 2020-11-30  | 45197/20     | 4,748.32                   |
|   | 2021-01-29  | 45594/21     | 9,008.11                   |
|   | 2021-01-29  | 45658/21     | 5,838.34                   |
|   | 2021-01-29  | 45657/21     | 26,419.63                  |
| <b>Total krcmar surveyors ltd</b>                   |             |              | <u>92,155.34</u>           |
| <b>Laughlin Solutions Inc</b>                       |             |              |                            |
|   | 2021-01-26  | 2021-006     | 3,649.64                   |
| <b>Total Laughlin Solutions Inc</b>                 |             |              | <u>3,649.64</u>            |
| <b>McIntosh Perry</b>                               |             |              |                            |
|   | 2020-12-25  | 80052        | 5,209.30                   |
| <b>Total McIntosh Perry</b>                         |             |              | <u>5,209.30</u>            |
| <b>MCW Consultants Ltd.</b>                         |             |              |                            |
|   | 2021-01-25  | 52110        | 3,955.00                   |
| <b>Total MCW Consultants Ltd.</b>                   |             |              | <u>3,955.00</u>            |
| <b>Mulvey &amp; Banani International Inc.</b>       |             |              |                            |
|   | 2020-12-08  | 138355       | 4,068.00                   |
|   | 2021-01-12  | 138960       | 3,277.00                   |
|   | 2021-01-12  | 138961       | 12,317.00                  |
| <b>Total Mulvey &amp; Banani International Inc.</b> |             |              | <u>19,662.00</u>           |
| <b>Mulvey &amp; Banani Lighting</b>                 |             |              |                            |
|   | 2021-01-13  | 2116         | 5,085.00                   |
| <b>Total Mulvey &amp; Banani Lighting</b>           |             |              | <u>5,085.00</u>            |
| <b>Nixon Poole Lackie LLP</b>                       |             |              |                            |
|   | 2021-01-13  | 688          | 31,385.75                  |
| <b>Total Nixon Poole Lackie LLP</b>                 |             |              | <u>31,385.75</u>           |
| <b>Read Jones Christofferson</b>                    |             |              |                            |
|   | 2020-10-31  | 329760       | 28,340.40                  |
|   | 2020-11-30  | 332375       | 28,503.74                  |
|   | 2020-12-31  | 334301       | 9,622.85                   |
|   | 2020-12-31  | 334177       | 17,207.57                  |
|   | 2021-01-31  | 336695       | 17,235.98                  |
|   | 2021-01-31  | 337157       | 5,081.38                   |
| <b>Total Read Jones Christofferson</b>              |             |              | <u>105,991.92</u>          |
| <b>Rebar Enterprises Inc</b>                        |             |              |                            |
|   | 2020-09-03  | 13601        | 135.60                     |
|   | 2020-09-08  | 13618        | 203.40                     |
|   | 2020-09-08  | 13619        | 203.40                     |
|   | 2020-09-08  | 13620        | 339.00                     |
|   | 2020-09-24  | 13679        | 655.51                     |
|   | 2020-11-16  | 14314        | 4,015.88                   |
|   | 2020-11-16  | 14316        | 2,242.59                   |
|   | 2020-12-08  | 14478        | 406.80                     |
| <b>Total Rebar Enterprises Inc</b>                  |             |              | <u>8,202.18</u>            |
| <b>Rowan Williams Davis &amp; Irwin Inc.</b>        |             |              |                            |
|   | 2021-01-18  | 34766        | 20,198.75                  |
| <b>Total Rowan Williams Davis &amp; Irwin Inc.</b>  |             |              | <u>20,198.75</u>           |
| <b>Terraprobe Inc.</b>                              |             |              |                            |
|   | 2020-11-28  | 120029       | 4,203.60                   |
|   | 2020-12-31  | 120644       | 2,884.05                   |
|   | 2020-12-31  | 120671       | 632.80                     |
| <b>Total Terraprobe Inc.</b>                        |             |              | <u>7,720.45</u>            |
|   |             |              | <u><u>1,047,527.13</u></u> |

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**Mizrahi Commercial (The One) GP Inc.**  
**January 2021 Month End**  
**Wire Transfers**

|                                       | <u>Invoice Date</u> | <u>Invoice Number</u>                         | <u>GBP</u> | <u>FX</u> | <u>Total Balance</u> |
|---------------------------------------|---------------------|---|------------|-----------|----------------------|
| KEB                                   |                     |   |            |           |                      |
|                                       |                     | Balance per KEB Bank Statement at Feb 2, 2021 |            |           | 7,090,564.00         |
|                                       |                     | November 2020 Holdback                        |            |           | 258,891.00           |
|                                       |                     | December 2020 Holdback                        |            |           | 233,502.00           |
|                                       |                     | Holdback January 2021                         |            |           | 272,943.01           |
| Total KEB                             |                     |   |            |           | 7,843,900.01         |
| CERIECO Canada Corp.                  |                     |   |            |           |                      |
|                                       |                     | EPC Fee                                       |            |           | 282,228.80           |
| Total CERIECO Canada Corp.            |                     |   |            |           | 282,228.80           |
| CERIECO Canada Corp.                  |                     |   |            |           |                      |
|                                       |                     | 1.5% Interest                                 |            |           | 216,875.00           |
| Total CERIECO Canada Corp.            |                     |   |            |           | 216,875.00           |
| Mizrahi                               |                     |   |            |           |                      |
|                                       | 2021-02-02          | C828  |            |           | 3,306,597.16         |
| Total Mizrahi                         |                     |   |            |           | 3,306,597.16         |
| Mizrahi - GC                          |                     |   |            |           |                      |
|                                       | 2021-02-19          | C829  |            |           | 588,385.42           |
|                                       | 2021-02-19          | C830  |            |           | 428,531.34           |
|                                       | 2021-02-19          | C831  |            |           | 221,244.80           |
|                                       | 2021-02-19          | C832  |            |           | 490,557.43           |
|                                       | 2021-02-19          | C833  |            |           | 25,286.46            |
| Total Mizrahi - GC                    |                     |   |            |           | 1,725,015.45         |
| Osler, Hoskins & Harcourt LLP         |                     |   |            |           |                      |
|                                       | 2020-12-22          | 12462034                                      |            |           | 43,794.54            |
|                                       | 2021-02-16          | 12481510                                      |            |           | 121,488.13           |
| Total Osler, Hoskins & Harcourt LLP   |                     |   |            |           | 165,282.67           |
| Foster + Partners - CDN \$ Wire       |                     |   |            |           |                      |
|                                       | 2020-05-27          | 2304.105                                      |            |           | 38,000.00            |
|                                       | 2020-05-27          | 2301.106                                      |            |           | 6,000.00             |
|                                       | 2020-10-31          | 2304.115                                      |            |           | 38,000.00            |
|                                       | 2020-10-31          | 2304.116                                      |            |           | 6,000.00             |
|                                       | 2021-01-28          | 2304.121                                      |            |           | 38,000.00            |
|                                       | 2021-01-28          | 2304.122                                      |            |           | 6,000.00             |
| Total Foster + Partners - CDN \$ Wire |                     |   |            |           | 132,000.00           |
| Foster + Partners - GBP Wire          |                     |   |            |           |                      |
|                                       | 2021-01-31          | 2359-9  | 40,880.00  | 1.90      | 77,672.00            |
|                                       | 2021-01-31          | 2359-10                                       | 56,676.00  | 1.90      | 107,684.40           |
|                                       | 2021-01-31          | 2359-11                                       | 14,169.00  | 1.90      | 26,521.10            |
|                                       | 2021-01-31          | 2359-12                                       | 51,675.00  | 1.90      | 98,162.50            |
|                                       | 2021-01-31          | 2359-13                                       | 25,837.50  | 1.90      | 49,091.25            |
|                                       | 2021-01-31          | 2359-14                                       | 25,837.50  | 1.90      | 49,091.25            |
|                                       | 2021-01-31          | 2359-19                                       | 52,445.00  | 1.90      | 99,645.50            |
| Total Foster + Partners - GBP Wire    |                     |   | 267,520.00 |           | 508,289.00           |
| TOTAL                                 |                     |   |            |           | 14,180,187.09        |




Mizrahi Commercial (The One) GP Inc.  
January 2021 Month End  
Bill Payments

|                                  | <u>Payment Location</u> | <u>Assessment Roll No.</u>    | <u>Total Balance</u> |
|----------------------------------|-------------------------|-------------------------------|----------------------|
| Treasurer, City of Toronto       |                         |                               |                      |
|                                  | 1-11 Bloor St W         | 19-04-06-8-560-01101-0000-0 6 | 251,502.42           |
|                                  | 768 Yonge St            | 19-04-06-8-560-01900-0000-0 4 | 12,100.35            |
| Total Treasurer, City of Toronto |                         |                               | <u>263,602.77</u>    |
| TOTAL                            |                         |                               | <u>263,602.77</u>    |



**Toronto****Tax Bill**

Interim 2021

Billing Date

Dec 16, 2020

ASSESSMENT ROLL NO. 10-04-08-8-560-01101-0000-06

**RECEIVED**0058127  
MIZRAHI DEVELOPMENT GROUP  
(THE ONE) INC  
126 HAZELTON AVE  
TORONTO ON M5R 2E6LEGAL DESCRIPTION YORK CON 1 FTB PT PARK LOT 9 AND  
RP 63R658 PART 1 RP 63R3142 PART  
16 RP 64R10632 PART 1

PROPERTY LOCATION 1-11 BLOOR ST W

ASSESSED OWNER MIZRAHI DEVELOPMENT GROUP  
(THE ONE) INC

CUSTOMER NUMBER 006411200

**RECEIVED**

| 2020 Annualized Tax     |                   | Rate                | 2021 Interim Tax |                     |             |
|-------------------------|-------------------|---------------------|------------------|---------------------|-------------|
| \$1,508,984.63          | 50% of 2020 Taxes |                     |                  | \$754,492.42        |             |
|                         |                   |                     | Subtotal         | \$754,492.42        |             |
| Special Charges/Credits |                   | Summary             |                  |                     |             |
|                         |                   | 2021 Interim Tax    |                  | \$ 754,492.42       |             |
|                         |                   |                     |                  |                     |             |
| Total                   |                   | Total Amount Due    |                  | \$ 754,492.42       |             |
| Instalment 1 Amount     | Due Date          | Instalment 2 Amount | Due Date         | Instalment 3 Amount | Due Date    |
| \$251,502.42            | Mar 1, 2021       | \$251,495.00        | Apr 1, 2021      | \$251,495.00        | May 3, 2021 |

**Important Information****Inquiry and Payment Counters**

To help stop the spread of COVID-19, Inquiry & Payment Counters and payment drop box services located at City Hall and Civic Centre remain temporarily unavailable. Check [toronto.ca/covid-19](http://toronto.ca/covid-19) for updates.

**Property Tax Inquiries - Call 311 - Tax & Utility Inquiry Line**  
For general information about your property tax bill, please call 311. Tax information is available Monday to Friday, from 8:30 a.m. to 4:30 p.m. Customers outside of city limits call 416-392-CITY (2489). Please have your tax roll number available.

**Property Assessment**

Due to COVID-19, the Ontario Government postponed the 2020 Assessment Update. Your property assessment for the 2021 property tax year will continue to be based on the fully phased-in January 1, 2016 value (same as the 2020 tax year) unless there have been changes to your property.

Visit [mpac.ca](http://mpac.ca) and log in to AboutMyProperty to learn more about how the Municipal Property Assessment Corporation assessed your property, see the information on file, compare your property to others in your neighbourhood or file a Request for Reconsideration.

If you disagree with your property's assessed value or if your classification is not correct, you may appeal for the 2021 taxation year by filing a Request for Reconsideration. At the time this bill was issued, the deadline to initiate a Request for Reconsideration with MPAC is March 31, 2021. Check [mpac.ca](http://mpac.ca) for updates.

**Toronto****Tax Bill**

Interim 2021

Billing Date

Dec 16, 2020

ASSESSMENT ROLL NO. 19-04-08-8-560-01900-0000-04

0058138  
MIZRAHI DEVELOPMENT GROUP (THE ONE)  
INC  
128 HAZELTON AVE  
TORONTO ON M5R 2E5

LEGAL DESCRIPTION > CON 1 FB PARK PT LOT 9  
PROPERTY LOCATION > 765 YONGE ST  
ASSESSED OWNER > MIZRAHI DEVELOPMENT GROUP  
(THE ONE) INC

CUSTOMER NUMBER &gt; 005415098

| 2020 Annualized Tax       |                   | 2021 Interim Tax    |              |                     |             |
|---------------------------|-------------------|---------------------|--------------|---------------------|-------------|
| \$72,600.70               | 50% of 2020 Taxes |                     | \$36,300.35  |                     |             |
|                           |                   | Sub Total           | \$36,300.35  |                     |             |
| Special Charges - Credits |                   | Summary             |              |                     |             |
|                           |                   | 2021 Interim Tax    | \$ 36,300.35 |                     |             |
|                           |                   | Total Amount Due    | \$ 36,300.35 |                     |             |
| Total                     |                   |                     |              |                     |             |
| Instalment 1 Amount       | Due Date          | Instalment 2 Amount | Due Date     | Instalment 3 Amount | Due Date    |
| \$12,100.35               | Mar 1, 2021       | \$12,100.00         | Apr 1, 2021  | \$12,100.00         | May 3, 2021 |

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**CONFIDENTIAL APPENDIX “19”  
EXAMPLE OF AN MI STAFF INVOICE**

**CONFIDENTIAL APPENDIX OMITTED**



**APPENDIX “20”**  
**CONTROL AGREEMENT DATED MAY 2021**

**THIS CONTROL AGREEMENT** is made as of the \_\_\_\_\_ day of May, 2021.

**BETWEEN:**

**2819249 Ontario Inc.**, a corporation existing under the laws of the Cayman Islands

(**"281"**)

- and -

**Coco International Inc.**, a corporation existing under the laws of the Province of Ontario

(**"Coco"** and, together with 281, the **"Sellers"**)

- and -

**12823543 Canada Ltd.**, a corporation existing under the laws of Canada

(the **"Corporation"**)

- and -

**Sam M Inc.**, a corporation existing under the laws of the Province of Ontario

(the **"Buyer"**)

**RECITALS:**

- A. The Sellers and the Buyer (collectively, the **"Parties"** and individually a **"Party"**) are parties to a purchase agreement (the **"Purchase Agreement"**) dated March 30, 2021, as amended;
- B. Pursuant to the Purchase Agreement the Buyer will acquire all of the issued and outstanding shares in the capital of the Corporation;
- C. The Corporation holds certain shares in the capital of Mizrahi Commercial (THE ONE) GP Inc. (the **"GP"**), and holds certain units in Mizrahi Commercial (The One) LP, a limited partnership formed under the laws of the Province of Ontario (the **"Partnership"**);
- D. 8891303 Canada Inc. (**"889"**) and the Buyer are parties to an amended and restated unanimous shareholders agreement dated as of December 17, 2014 as amended by Amendment # 1 to Unanimous Shareholders Agreement made as of October 20, 2015 and by Amendment #2 to Unanimous Shareholders Agreement dated April 8, 2016 (the **"Shareholders Agreement"**) in relation to the GP;
- E. The GP, 889 and the Buyer are parties to an Amended and Restated Limited Partnership

Agreement dated December 17, 2014, as amended by an Amendment to Partnership Agreement, dated March 10, 2015, Amendment #2 to Partnership Agreement dated April 2015, Amendment #3 to Partnership Agreement dated October 20, 2015 and Amendment #4 to Partnership Agreement dated April 8, 2016 (collectively the "**Partnership Agreement**") in relation to the Partnership;

- F. The LP is the beneficial owner of the properties municipally known as 1 Bloor Street West, 768, 770-772 774-776, 780-784 and 778 Yonge Street, Toronto and all related assets (the "**Project**");
- G. Mizrahi Development Group (The One) Inc. (the "**Nominee**") is the registered owner of the Project;
- H. Pursuant to Articles of Amalgamation dated March 13, 2021, 889 has amalgamated with another corporation to continue as the Corporation, and accordingly the Corporation is the successor to all rights and obligations of 889, including with respect to the Shareholders Agreement and the Partnership Agreement;
- I. The documents required to complete the transactions contemplated by the Purchase Agreement have been exchanged by the Parties and are being held by the Parties' respective solicitors in escrow, pending satisfaction of the following conditions (the "**Escrow Release Conditions**"):
  - a. payment by the Buyer of the aggregate purchase price in accordance with the Purchase Agreement; and
  - b. satisfaction of the Closing Conditions contained in Sections 6.1.4 and 6.3.2 of the Purchase Agreement.
- J. The parties wish to provide for certain matters with respect to the operation and control of the GP and the Partnership during the period from the date hereof until the mutual release of the escrow (the "**Escrow Period**");

**NOW THEREFORE** the parties agree as follows:

- 1. The Closing Date for the transactions contemplated in the Purchase Agreement shall be the day that the last of the Escrow Release Conditions has been satisfied, provided that if the Escrow Release Conditions are not satisfied on or before August 30, 2022, then this transaction shall be terminated and the Parties shall instruct their respective lawyers to return all escrow deliveries to the Parties who provided same, and the Parties shall have no liability pursuant to the Purchase Agreement.
- 2. Notwithstanding anything to the contrary in the Shareholders Agreement and/or the Partnership Agreement, during the Escrow Period, the following shall apply:
  - (a) The Buyer shall have the sole control and management of all aspects of the Project, and accordingly shall be solely entitled to direct the GP with respect to all matters

related to the business, control and management of the Partnership. Without limiting the generality of the foregoing:

- (i) the Buyer shall provide periodic updates and information to the Sellers with respect to the Project but the Buyer shall not be required to hold or participate in meetings, whether of the LP or the directors and/or shareholders of the GP or the Nominee;
  - (ii) cheques and other payments made on behalf of the Project shall be signed by both representatives of both the Buyer and the Seller, provided that if the Seller refuses or fails to sign within forty-eight (48) hours of receipt of a request for a signature, then the Buyer's representative alone shall authorize and/or sign such cheques or payment(s). Immediately following execution of this Agreement, the Buyer and Seller shall execute and deliver any further agreements and documents, and provide any further assurances, undertakings and information as may be reasonably required to effect any changes to the signing authorities on all bank accounts (including but not limited to any bank accounts of the GP, the Partnership and/or the Nominee at TD Bank and KEB Hana Bank) to reflect the foregoing;
- (b) The Buyer shall have sole authority to execute any documents on behalf of the GP, the Partnership and the Nominee;
- (c) Without limiting the generality of the foregoing, the Buyer shall have the sole authority to cause the GP and the Nominee to:
  - (i) take such measures as are necessary or appropriate for the business and affairs of the GP and the Partnership, and the Project;
  - (ii) manage the property, assets and affairs of the GP and the Partnership;
  - (iii) borrow and/or repay funds and/or issue evidence of indebtedness and grant security, to any existing lenders of the GP and Partnership; and
  - (iv) operate any bank accounts of the GP and Partnership and have sole and exclusive signing authority with respect thereto.
- (d) Notwithstanding the foregoing, nothing in this Agreement shall grant the Buyer any rights to:
  - (i) issue any additional shares of the GP or units of the Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement;
  - (ii) redeem or retract any shares of the GP or units of the Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement;

- (iii) windup or dissolve the GP or the Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement; or
    - (iv) borrow funds and/or grant security to any new creditors.
  - (e) The Sellers will vote their shares of the GP and units of the Partnership in such manner as may be required to give effect to the provisions of this Agreement, and shall cause any nominees to the board of directors of the GP to vote in such manner as may be required to give effect to the provisions of this Agreement.
3. Upon execution of this Control Agreement, Mizrahi Inc. shall be paid a construction management fee of 5% of hard costs in accordance with the terms of the construction management agreement between Mizrahi Inc. and the GP. To the extent that any payments on account of construction management fees have been made to Mizrahi Inc. prior to the date of this Agreement at a rate less than 5% of the hard costs, the difference between such payments and 5% of the hard costs shall be paid to Mizrahi Inc. immediately upon execution of this Agreement.
  4. Until Closing, Maria Rico shall continue in her position as Senior Financial Consultant – The One as such role is currently constituted; provided that the Buyer may, at its sole option, at any time terminate the appointment of Maria Rico appointment as Senior Financial Consultant-The One by providing written notice of termination to Maria Rico not less than two (2) weeks prior to the termination date.
  5. The parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to carry out the provisions and intention of this Agreement.
  6. The parties agree that this Agreement is confidential and that they shall not make any disclosure about the existence or contents of this Agreement without the prior written notice to and approval of the other parties hereto, except as is necessary to comply with applicable law; provided that, the parties may, on a confidential basis, advise their respective investors, agents, lenders, accountants and other professional advisors of the contents hereof.
  7. This Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
  8. This Agreement shall be interpreted and enforced according to the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.
  9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto. Execution and/or transmission in

electronic form shall be binding to the same extent as an original signed signature page.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

**2819249 ONTARIO INC.**

Per: \_\_\_\_\_

  
Name: Jenny Virginia Coco  
Title: Chief Executive Officer

**COCO INTERNATIONAL INC.**

Per: \_\_\_\_\_

  
Name: Jenny Virginia Coco  
Title: Chief Executive Officer

**12823543 CANADA LTD.**

Per: \_\_\_\_\_

  
Name: Jenny Virginia Coco  
Title: Chief Executive Officer

**SAM M INC.**

Per: \_\_\_\_\_

Name: Sam Mizrahi  
Title: President

**IN WITNESS WHEREOF** each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

**2819249 ONTARIO INC.**

Per: \_\_\_\_\_  
Name: Jenny Virginia Coco  
Title: Chief Executive Officer


**COCO INTERNATIONAL INC.**

Per: \_\_\_\_\_  
Name: Jenny Virginia Coco  
Title: Vice President

**12823543 CANADA LTD.**

Per: \_\_\_\_\_  
Name: Jenny Virginia Coco  
Title: Vice President

**SAM M INC.**

Per:  \_\_\_\_\_  
Name: Sam Mizrahi  
Title: President



**APPENDIX “21”**  
**AMENDMENT TO THE GC AGREEMENT DATED MAY 4, 2022**

## **AMENDING AGREEMENT**

### **CCDC 2 STIPULATED PRICE CONTRACT THE ONE, 1 BLOOR STREET WEST**

**THIS AMENDING AGREEMENT** (this “**Agreement**”) is made effective on the 4<sup>th</sup> day of May, 2022.

**BETWEEN:**

**MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.**  
(the “**Owner**”)

**AND:**

**MIZRAHI INC.**  
(the “**Contractor**”)

**WHEREAS:**

- A.** The Owner and Contractor are parties to a CCDC 2 Stipulated Price Contract dated May 14, 2019 (the “**Original Contract**”);
- B.** The Original Contract was amended by an Amending Agreement dated September 27, 2019 (the Original Contract and Amending Agreement collectively referred to as the “**Contract**”; and
- C.** The Owner and the Contractor wish to further amend the Contract as set out in this Agreement.

**ACCORDINGLY**, in consideration of the payment of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the Owner and the Contractor agree as follows:

**1.0     AMENDMENTS TO THE CONTRACT**

**1.1     Claims for a Change in the Contract Price**

The Owner and the Contractor agree that pursuant to Article GC 6.6 of the Original Contract, the Contract Price in Article A-4 and timelines set out in the Contract Documents, including the Construction Schedule (Schedule “B” shall be amended to reflect the updated progress reporting by the Consultant as provided from time to time.



## 2.0 **GENERAL**

### 2.1 **Confirmation**

The Owner and the Contractor agree and confirm that the Contract remains in full force and effect, unamended and unmodified, save and except as the Contract is explicitly amended in accordance with the terms of this Agreement. The Contract, as it is amended by this Agreement, is hereby ratified and confirmed by the Contractor and the Owner.

### 2.2 **Interpretation**

All capitalized terms used in this Agreement shall have the same meaning as are ascribed to such terms in the Contract, except as is otherwise expressly provided for in this Agreement.

### 2.3 **Enurement**

The Owner and the Contractor agree that all of the terms of this Agreement shall extend to and be binding upon the Contractor and the Owner, together with their respective successors and assigns.

### 2.4 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

### 2.5 **Counterparts**

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via pdf), each of which when so executed and delivered will be deemed to be an original and such counterparts together shall be considered one and the same instrument.

*Signature page to follow*




**IN WITNESS WHEREOF**, the Owner and the Contractor have caused this Agreement to be signed by their respective officers duly authorized to do so effective as of the day and year first above written.

**THE OWNER**

WITNESS

**Mizrahi Development Group (The One) Inc.**

By:   
Name: Amanda Brown  
Title:

By:   
Name: Sam Mizrahi  
Title: President

By:  
Name:  
Title:


By: Signature not required per Control Agreement  
Name: Jenny Coco  
Title: Vice-President

I have authority to bind the Corporation

**THE CONTRACTOR**

WITNESS

**Mizrahi Inc.**

By:   
Name: Amanda Brown  
Title:

By:   
Name: Sam Mizrahi  
Title: President

**APPENDIX “22”**  
**E-MAIL FROM MI TO ALTUS SENDING THE UNILATERAL AMENDMENT**  
**DATED AUGUST 28, 2023**

---

**From:** Austin Taylor <Austin.Taylor@altusgroup.com>  
**Sent:** Tuesday, September 5, 2023 3:24 PM  
**To:** David Schoonjans; Jack McGowan; Michael Grossman  
**Cc:** Colin Doran  
**Subject:** Fw: CM Agreement  
**Attachments:** 2019-05-14 - CCDC2 - GC contract (The One) - executed.pdf; Amendment.pdf; Contract Amendment.pdf

FYI

**Austin Taylor**, HBBA  
Senior Consultant, Cost & Project Management  
Altus Expert Services, Altus Group  
austin.taylor@altusgroup.com | [www.altusgroup.com](http://www.altusgroup.com)

D: 416.641.9710 | T: 416.641.9500 ext.2164 | F: 416.641.9501  
500-33 Yonge St Toronto ON M5E 1G4 Canada

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---

**From:** Mark Kilfoyle <mark@mizrahidevelopments.ca>  
**Sent:** Monday, August 28, 2023 9:15 AM  
**To:** Austin Taylor <Austin.Taylor@altusgroup.com>  
**Cc:** Esteban Yanquelevec <esteban@mizrahidevelopments.ca>; Colin Doran <colin.doran@altusgroup.com>  
**Subject:** Re: CM Agreement

**CAUTION:** This email originated from outside this organization.? Do not click links or open attachments unless you can confirm the sender and know the content is safe.

---

Sorry for the delayed response, as requested:



**Mark Kilfoyle**  
CFO and COO  
125 Hazelton Avenue  
Toronto, Ontario M5R 2E4  
T. 416.922.4200 ext.4220  
F. 1.866.300.0219  
E. [Mark@MizrahiDevelopments.ca](mailto:Mark@MizrahiDevelopments.ca)

[www.MizrahiDevelopments.ca](http://www.MizrahiDevelopments.ca)

On Aug 22, 2023, at 3:30 PM, Austin Taylor <Austin.Taylor@altusgroup.com> wrote:

Hey Mark,

Minor dd item,

Can you please flip over a copy of the Mizrahi CM agreement,

Thanks,

**Austin Taylor**, HBBA

Senior Consultant, Cost & Project Management

*Altus Expert Services*, Altus Group

[austin.taylor@altusgroup.com](mailto:austin.taylor@altusgroup.com) | [www.altusgroup.com](http://www.altusgroup.com)

D: 416.641.9710 | T: 416.641.9500 ext.2164 | F: 416.641.9501  
500-33 Yonge St Toronto ON M5E 1G4 Canada

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CCDC 2

## stipulated price contract

2 0 0 8

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  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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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 \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**by and between the parties**

hereinafter called the "*Owner*"

**and**

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

located at

*insert above the name of the Work*

for which the Agreement has been signed by the parties, and for which

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

**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*.

## 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
- \*

\* *(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:

/100 dollars \$

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

/100 dollars \$

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

/100 dollars \$

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

percent ( %), 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

(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

*name of Owner\**

*address*

*facsimile number*

*email address*

### Contractor

*name of Contractor\**

*address*

*facsimile number*

*email address*

### Consultant

*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**



signature

name of person signing

signature

name of person signing

name of owner



signature

name and title of person signing

signature

name and title of person signing

**WITNESS**

**CONTRACTOR**



signature

name of person signing

signature

name of person signing

name of Contractor



signature

name and title of person signing

signature

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.*

## 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.

- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### **GC 10.3 PATENT FEES**

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

### **GC 10.4 WORKERS' COMPENSATION**

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

## **PART 11 INSURANCE AND CONTRACT SECURITY**

### **GC 11.1 INSURANCE**

- 11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:
- 1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
  - 2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
  - 3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*
  - 4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Substantial Performance of the Work*;

- (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
- (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
- .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
- .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
  - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
  - (2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and
  - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
- .7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.
- 11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.
- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

## GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Contractor* shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.

- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

## PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

### GC 12.1 INDEMNIFICATION

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

- .1 caused by:
  - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
  - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
- .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

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

- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
- .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
- .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

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

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

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

- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
- .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

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

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

## GC 12.2 WAIVER OF CLAIMS

- 12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner's* involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
  - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;
  - .4 damages arising from the *Contractor's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 - WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
  - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.2.6 “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 12.2.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

- 12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

### **GC 12.3 WARRANTY**

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



## CCDC 41 CCDC INSURANCE REQUIREMENTS

**PUBLICATION DATE: JANUARY 21, 2008**

1. General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.
6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.
7. Standard Exclusions
  - 7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
    - Asbestos
    - Cyber Risk
    - Mould
    - Terrorism

## **SCHEDULE 'B'**

### **SCOPE OF WORK**

The work to be undertaken shall consist of the furnishing of all material, labour, tools, equipment and all facilities and the satisfactory performance of all work necessary for the complete construction of luxury Condominium building including Retail at grade component and hotel space, ready for use and legal occupancy, in strict compliance with the plans, specifications and other related documents. Provide direction to planning, scheduling and engineering functions as required.

The principal items of construction work are listed below:

- Securing of all necessary permits and final certification for the entire construction
- Preparation and clearing of site, shoring, excavation and backfilling
- Concrete and reinforced concrete work
- Masonry and tile work
- Precast work
- Carpentry and joinery work
- Waterproofing
- Rough and finishing hardware
- Electrical work
- Plumbing work
- Mechanical work
- Security
- Fire Alarm
- Storm drainage work
- Painting work
- Provide all building equipment, operating manuals and warranty information, and coordinating startup of the building systems with operational personnel
- Commissioning
- Provide warranty program in accordance with TARION terms and conditions



**AMENDING AGREEMENT**

**CCDC 2 STIPULATED PRICE CONTRACT  
THE ONE, 1 BLOOR STREET WEST**

**THIS AMENDING AGREEMENT** (this “**Agreement**”) is made effective on the 27<sup>th</sup> day of September, 2019.

**BETWEEN:**

**MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.**

(the “**Owner**”)

**AND:**

**MIZRAHI INC.**

(the “**Contractor**”)

**WHEREAS:**

- A. The Owner and the Contractor are parties to a CCDC 2 Stipulated Price Contract dated May 14, 2019 (the “**Contract**”); and
- B. The Owner and the Contractor wish to amend the Contract as set out in this Agreement.

**ACCORDINGLY**, in consideration of the payment of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the Owner and the Contractor agree as follows:

**1.0 AMENDMENTS TO THE CONTRACT**

**1.1 The Work**

The Owner and the Contractor agree that Article A-1.3 of the Contract is hereby deleted and replaced with the following provision:

“1.3 commence the *Work* by the 1<sup>st</sup> day of August in the year 2017 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, progress with the Work in accordance with the construction schedule attached hereto as Schedule “B” and attain *Substantial Performance of the Work* by the 31<sup>st</sup> day of December in the year 2022.”

**1.2 Contract Documents**

The Owner and the Contractor agree that Article A-3.1 of the Contract is hereby deleted and replaced with the following provision:

“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
- Schedule "A" – Scope of Work
- Schedule "B" – Construction Schedule
- Schedule "C" – Specifications and Drawings"

### **1.3 Definitions**

The Owner and the Contractor agree that the definition of "Work" set forth in Section 25 of the Definitions of the Contract is hereby deleted and replaced with the following provision:

"25. Work

The *Work* means the total construction and related services required by the *Contract Documents*, including as set forth in Schedule "A" – Scope of Work."

### **1.4 Schedule "A" of the Contract**

The Owner and the Contractor agree that Schedule "B" – Scope of Work of the Contract is hereby deleted and replaced by a Schedule "A" – Scope of Work, set forth in Exhibit A hereto.

### **1.5 Schedule "B" of the Contract**

The Owner and the Contractor agree that a Schedule "B" – Construction Schedule, set forth in in Exhibit B hereto, is hereby added to the Contract.

### **1.6 Schedule "C" of the Contract**

The Owner and the Contractor agree that a Schedule "C" – Specifications and Drawings, set forth in Exhibit C hereto, is hereby added to the Contract.

## **2.0 GENERAL**

### **2.1 Confirmation**

The Owner and the Contractor agree and confirm that the Contract remains in full force and effect, unamended and unmodified, save and except as the Contract is explicitly amended in accordance with the terms of this Agreement. The Contract, as it is amended by this Agreement, is hereby ratified and confirmed by the Contractor and the Owner.

### **2.2 Interpretation**

All capitalized terms used in this Agreement shall have the same meaning as are ascribed to such terms in the Contract, except as is otherwise expressly provided for in this Agreement.

### **2.3 Enurement**

The Owner and the Contractor agree that all of the terms of this Agreement shall extend to and be binding upon the Contractor and the Owner, together with their respective successors and assigns.



## 2.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

## 2.5 Counterparts

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via pdf), each of which when so executed and delivered will be deemed to be an original and such counterparts together shall be considered one and the same instrument.

**IN WITNESS WHEREOF**, the Owner and the Contractor have caused this Agreement to be signed by their respective officers duly authorized to do so effective as of the day and year first above written.

### THE OWNER

**Mizrahi Development Group (The One) Inc.**

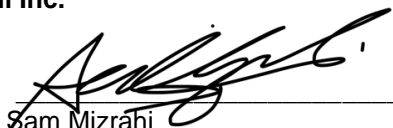
By:   
Name: Sam Mizrahi  
Title: President

By: \_\_\_\_\_  
Name: Jenny Coco  
Title: Vice-President

I have authority to bind the Corporation.

### THE CONTRACTOR

**Mizrahi Inc.**

By:   
Name: Sam Mizrahi  
Title: President

I have authority to bind the Corporation.

**EXHIBIT A**

Schedule "A" – Scope of Work

The *Work* includes the furnishing of all material, labour, tools, equipment and other facilities and the satisfactory performance of all *Work* required by the *Contract Documents* and necessary for the complete construction of the luxury condominium building (including its retail at grade component and hotel space) known as "One Bloor Street West", delivering the building to the *Owner* ready for use and legal occupancy, the whole in compliance with the construction schedule attached hereto as Schedule "B" – Construction Schedule and the *Drawings* and *Specifications* attached hereto as Schedule "C" - Specifications and Drawings. The *Contractor* shall also provide direction to planning, scheduling and engineering functions as required.

The principal items of *Work* are listed below:

- Securing of all necessary permits and final certification for the work
- Preparation and clearing of site, shoring, excavation and backfilling
- Concrete and reinforced concrete work
- Masonry and tile work
- Precast work
- Carpentry and joinery work
- Waterproofing
- Rough and finishing hardware
- Electrical work
- Plumbing work
- Mechanical work
- Security
- Fire Alarm
- Storm drainage work
- Painting work
- Provide all building equipment, operating manuals and warranty information, and coordinating startup of the building systems with operational personnel
- Commissioning
- Provide warranty program in accordance with TARION terms and conditions

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**EXHIBIT B**

Schedule "B" – Construction Schedule

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a monogram or initials.



## **EXHIBIT C**

Schedule "C" – Specifications and Drawings



## **AMENDING AGREEMENT**

### **CCDC 2 STIPULATED PRICE CONTRACT THE ONE, 1 BLOOR STREET WEST**

**THIS AMENDING AGREEMENT** (this “**Agreement**”) is made effective on the 4<sup>th</sup> day of May, 2022.

**BETWEEN:**

**MIZRAHI DEVELOPMENT GROUP (THE ONE) INC.**  
(the “**Owner**”)

**AND:**

**MIZRAHI INC.**  
(the “**Contractor**”)

**WHEREAS:**

- A.** The Owner and Contractor are parties to a CCDC 2 Stipulated Price Contract dated May 14, 2019 (the “**Original Contract**”);
- B.** The Original Contract was amended by an Amending Agreement dated September 27, 2019 (the Original Contract and Amending Agreement collectively referred to as the “**Contract**”; and
- C.** The Owner and the Contractor wish to further amend the Contract as set out in this Agreement.

**ACCORDINGLY**, in consideration of the payment of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the Owner and the Contractor agree as follows:

**1.0     AMENDMENTS TO THE CONTRACT**

**1.1     Claims for a Change in the Contract Price**

The Owner and the Contractor agree that pursuant to Article GC 6.6 of the Original Contract, the Contract Price in Article A-4 and timelines set out in the Contract Documents, including the Construction Schedule (Schedule “B” shall be amended to reflect the updated progress reporting by the Consultant as provided from time to time.



## 2.0 **GENERAL**

### 2.1 **Confirmation**

The Owner and the Contractor agree and confirm that the Contract remains in full force and effect, unamended and unmodified, save and except as the Contract is explicitly amended in accordance with the terms of this Agreement. The Contract, as it is amended by this Agreement, is hereby ratified and confirmed by the Contractor and the Owner.

### 2.2 **Interpretation**

All capitalized terms used in this Agreement shall have the same meaning as are ascribed to such terms in the Contract, except as is otherwise expressly provided for in this Agreement.

### 2.3 **Enurement**

The Owner and the Contractor agree that all of the terms of this Agreement shall extend to and be binding upon the Contractor and the Owner, together with their respective successors and assigns.

### 2.4 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

### 2.5 **Counterparts**

This Agreement may be executed and delivered in several counterparts, including by facsimile (or other similar electronic means, including via pdf), each of which when so executed and delivered will be deemed to be an original and such counterparts together shall be considered one and the same instrument.

*Signature page to follow*




**IN WITNESS WHEREOF**, the Owner and the Contractor have caused this Agreement to be signed by their respective officers duly authorized to do so effective as of the day and year first above written.

**THE OWNER**

WITNESS

**Mizrahi Development Group (The One) Inc.**

By:   
Name: Amanda Brown  
Title:

By:   
Name: Sam Mizrahi  
Title: President

By:  
Name:  
Title:


By: Signature not required per Control Agreement  
Name: Jenny Coco  
Title: Vice-President

I have authority to bind the Corporation

**THE CONTRACTOR**

WITNESS

**Mizrahi Inc.**

By:   
Name: Amanda Brown  
Title:

By:   
Name: Sam Mizrahi  
Title: President

**APPENDIX “23”**  
**ARBITRATION AWARD DATED JUNE 24, 2023**

**IN THE MATTER OF AN ARBITRATION** in respect of the development of the One Bloor West Project in Toronto, Ontario

**B E T W E E N:**

**12823543 CANADA INC.**

Claimant

-and-

**MIZRAHI COMMERCIAL (THE ONE) GP INC., MIZRAHI DEVELOPMENT GROUP  
(THE ONE) LP, SAM M. INC., and SAM MIZRAHI**

Respondents

### **AWARD**

1) In our partial award released on May 24, 2023, we indicated that written reasons would follow with respect to the validity of the disputed resolution and in relation to the remaining relief sought by the Claimant. This is our final award, save and except for a costs award, if the parties are unable to agree.

#### **Arbitral Jurisdiction and Procedure**

2) This arbitration was commenced pursuant to section 7.4 of an Amended and Restated Unanimous Shareholders Agreement and Section 11.11 of an Amended and Restated Partnership Agreement both dated December 17, 2014, following the decision of Mr. Justice Penny dated November 7, 2022 staying the Claimant's court application for similar relief. The panel was appointed pursuant to Terms of Appointment dated December 9, 2022 and the arbitration followed the procedure set out in a First Procedural Order dated January 4, 2023 issued by the panel, on consent.

## **The Factual Matrix**

### *The Parties and their Relationship*

3) Sam M. Inc. and 12823543 Canada Inc.<sup>1</sup> are equal limited partners in Mizrahi Commercial (The One) LP (“Mizrahi LP”), an Ontario-based limited partnership formed to undertake the development of a mixed-use real estate development located on the south corner of Bloor Street West and Yonge St. in Toronto (the “Project”). The Project’s general partner is Mizrahi Commercial (The One) GP Inc. (“Mizrahi GP”). Title to the property is held by Mizrahi Development Group (The One) Inc. as nominee on behalf of Mizrahi GP (the “Nominee”).

4) Mizrahi Inc. is owned or controlled by Sam Mizrahi, who is also the principal and directing mind of Sam M. Inc. Under separate agreements, Mizrahi Inc. serves as the development manager and construction manager for the Project. The relationships between and responsibilities of the above-noted participants and other related corporations are governed by a series of limited partnership, unanimous shareholder, development management, construction management, lending, and other collateral agreements. These agreements will be referred to in the course of these reasons as either the constating project agreements or by specific reference to a particular agreement.

5) In these reasons, we will continue the practice adopted by the parties in their written materials of collectively identifying the individuals and entities associated with the Mizrahi interests as “Sam” and those connected with the Coco interests as “Jenny”, except where the context requires a more specific reference.

6) For the purposes of these reasons, it is unnecessary to review in detail the history of dealings between Sam and Jenny and their resulting fraught relationship. To describe that relationship as one of intense conflict would be a significant understatement. To get a sense of the degree of discord that has developed between the parties, it is sufficient to incorporate by reference the contents of a prior settlement agreement dated

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<sup>1</sup> 12823543 Canada Inc. acquired the interests of 8891303 Canada Inc. through amalgamation.



November 26, 2019 (sometimes referred to as the Mediator's Proposal) and the contents of an award dated October 21, 2020 issued in a previous arbitration, both of which were referred to in evidence in this proceeding.

7) In simple terms, Jenny came to doubt Sam's judgement, lost confidence in his ability to carry out the Project and distrusts his honesty. Sam, in turn, resents Jenny's intrusion into his management of the Project. Although Jenny is a 50% owner with well over \$90 million of debt and equity invested in the Project, plus accrued preferred returns and interest of well over another \$100 million, as well as hundreds of millions in guarantees to project lenders, Sam sees her role as that of a passive investor. Moreover, he has claimed that she has acted in a manner designed to damage Sam or the Project.

8) The negativity that has infected Sam's and Jenny's working relationship has been exacerbated by substantial construction delays, considerable cost overruns, and stagnant sales. To make matters worse, the Project is in litigation with the anchor commercial tenant that is attempting to terminate the lease arrangement and with one of its subordinated lenders.

#### *The Proposed Purchase of Jenny's Interest in the Project*

9) With a view to going their separate ways, in the summer of 2020 Sam and Jenny entered into an agreement pursuant to which Sam was to purchase Jenny's interest in the Project. In exchange for her equity in the project and repayment of the Project's indebtedness to her, Jenny was to receive, in aggregate, just under \$94 million. She, in turn, agreed to forgo approximately \$100 million of accrued preferred return and interest. The purchase transaction was to close by March 1, 2021.

10) Sam was not able to complete the purchase by the stipulated deadline and, on or about March 30, 2021, the parties entered into a second purchase agreement on similar terms with no change to the purchase price.

### *The Release of Jenny's Guarantees and Execution of the Control Agreement*

11) Shortly after the execution of the second purchase agreement, two events occurred simultaneously. First, on May 12, 2021, the Project's most subordinated lender, CERIECO Canada Corp. ("CERIECO") agreed to release Jenny's guarantee of the Project's indebtedness to it. Jenny eventually paid \$7.5 million in connection with this agreement. It is not clear what portion, if any, of those funds were paid to the lender, but Sam acknowledged receiving \$3.0 million of that amount for what he described as a "non-break fee".

12) On the same date, the parties entered into a document referred to as the Control Agreement. By this time, the closing documents necessary to complete the purchase transaction were being held in escrow subject to certain release conditions, the principal one of which was the payment of the purchase price. The preamble to the Control Agreement provided, as follows:

The parties wish to provide for certain matters with respect to the operation and control of the GP and the Partnership during the period from the date hereof until the mutual release of the escrow (the "Escrow.") [Emphasis added]

Paragraph 1 of the Control Agreement stipulated that, if the Escrow Release Conditions were not satisfied by August 30, 2022, the purchase transaction would be terminated, and the escrow documents would be returned to the parties.

13) The key elements of the Control Agreement bestowed on Sam, during the Escrow Period, "sole control and management of all aspects of the Project" with the commensurate right "to direct the GP with respect to all matters related to the business, control and management of the Partnership". The agreement further stipulated that, while Sam was obliged to provide periodic updates and information to Jenny, he was not required to hold or participate in meetings of the limited partnership or the directors and shareholders of the general partner or the nominee. While cheques and other payment documents would still require the signature of both parties, if Jenny refused to sign within 48 hours of receipt of such a request, Sam could sign on her behalf.

14) In effect, pursuant to the various terms of the Control Agreement, Jenny relinquished total control over the business affairs and property of the partnership and the Project for the duration of the Escrow Period. The only limitations on Sam were with respect to dealing in the shares of the general partner or units of the partnership, their winding up or dissolution, or the borrowing of funds or granting of security to any new creditors.

15) There is some disagreement between the parties as to the reason for the Control Agreement but, for the purposes of this award, it is unnecessary for the panel to make a finding in that regard. Significantly, what is not in dispute is that the Control Agreement was to facilitate the completion of the steps necessary to close the purchase agreement and that the unilateral control bestowed on Sam would expire if the Escrow Release Conditions were not satisfied by August 30, 2022. The closing date for this second agreement was scheduled to occur on June 2, 2022. To this end, in late May, counsel for the parties appear to have been finalizing the consents necessary from various lenders to facilitate the completion of the purchase.

#### *The Appointment of Henein Hutchison LLP*

16) On June 2, however, CERIECO, commenced litigation against the project entities, as well as Sam, and Jenny, alleging fraud and other serious misconduct in connection with the agreement releasing Jenny from her guarantee obligations. CERIECO alleges, among other things, that the agreement releasing Jenny was improperly obtained and that CERIECO did not receive any of the \$7.5 million paid in consideration for the release. Sam says that it was the commencement of this litigation that caused his proposed lender to decide not to fund the purchase transaction by August 30, 2022.

17) Pursuant to the powers afforded him under the Control Agreement, Sam appointed the firm of Henein Hutchison LLP (later “HHR”) as counsel for the Project entities and for Sam and his corporate entities without consultation with, or the consent of, Jenny. In July 2022, Jenny, through counsel, raised concerns with respect to this appointment. HHR responded to these concerns denying that there was any reason why it could not act on

behalf of Sam and the project entities, even if that retainer put the firm in conflict with Jenny.

### *The Disputed Resolution*

18) In his email of July 26, 2022, Sam's counsel, Mr. Hutchison, noted that, if the purchase agreement did not close by the end of the Escrow Period or if the Control Agreement was not extended, "Sam will be proactively exploring and pursuing his options" to avoid a return to the status quo, pursuant to which Sam and Jenny would be compelled to run the Project together.

19) When it became apparent that the purchase agreement would not close on schedule, Jenny refused Sam's request to extend the Escrow Period. On August 5, 2022, Sam forwarded to Jenny a copy of a resolution of the limited partnership's general partner, executed by him alone on August 6, 2022 purportedly pursuant to his authority under the Control Agreement. Among other things, the preamble to this resolution alleges that Jenny breached the Control Agreement by refusing to sign a construction financing release document necessary for funds to flow from the senior lender to the Project and that this breach necessitated the permanent extension of full control over the affairs of the Project to Sam as being in "the best interests of the Corporation to make ongoing arrangements for the execution of instruments, documents and agreements in respect of the Project." The resolution effectively indefinitely extended both the rights and limitations contained in the Control Agreement. For the reasons that follow, it is this resolution that we have determined to be invalid, void *ab initio*, and of no force or effect.

## **Analysis**

### *The Validity of the Disputed Resolution*

20) There is no dispute between the parties that, pursuant to the terms of the various constating documents alone, the disputed resolution could not have been passed without

Jenny's consent.<sup>2</sup> The only question is whether the validity of the resolution is saved by virtue of it's having been passed shortly before the expiration of the Control Agreement.

21) In Canada, contract interpretation is governed by various principles established by the courts and may be summarized as follows:

- a) Objective Approach: Canadian courts adopt an objective approach to contract interpretation, focusing on the intention of the parties as expressed in the words of the contract. The court's primary goal is to determine the reasonable expectations of the parties at the time of contract formation.
- b) Plain and Ordinary Meaning: The plain and ordinary meaning of the contract's words is given significant weight. Courts interpret contracts based on the meaning that an ordinary person would attribute to the language used, considering the contract as a whole and giving effect to all its terms.
- c) Contextual Interpretation: Contract interpretation involves considering the surrounding circumstances at the time of contract formation. This includes examining the contract's purpose, the nature of the relationship between the parties, and the factual and commercial context in which the contract was made.
- d) Entire Agreement and Parol Evidence Rule: When a contract contains an entire agreement clause, it signifies that the written contract represents the parties' complete understanding and supersedes any prior oral or written agreements. Generally, the parol evidence rule prevents parties from introducing extrinsic evidence to contradict, vary, or add to the terms of a written contract.

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<sup>2</sup> In this regard, see, for example, the Resolutions of the Directors of Mizrahi Commercial (The One) GP Inc. dated November 11, 2016 and the Resolutions of the Directors of Mizrahi Development Group (The One) Inc. dated November 22, 2016, together with the original constating documents.

- e) **Contra Proferentem Rule:** In cases of contractual ambiguity or uncertainty, any ambiguity is generally interpreted against the party who drafted the contract (contra proferentem rule). However, this rule is applied cautiously and may not be invoked when the parties are sophisticated or when other interpretive principles indicate a different outcome.
- f) **Commercial Context:** Canadian courts recognize the importance of considering the commercial context in interpreting contracts. They may consider industry customs, trade usages, other related contracts between the parties, and the practical and commercial consequences of various interpretations in determining the intended meaning of the contract.

22) It is important to note that contract interpretation is highly dependent on the specific facts and circumstances of each case. The courts consider the language of the contract in the light of the context and the parties' intentions to arrive at a fair and reasonable interpretation. When necessary to do so, courts may imply terms to give effect to the intentions of the parties, fill gaps in the contract, or give business efficacy to the agreement, particularly in cases where it is so obvious that it goes without saying. The duty of good faith contractual performance is one such term often implied in contracts arising from commercial relationships.<sup>3</sup>

23) The Control Agreement was entered into between the parties for a specific and limited purpose which was to provide Sam with exclusive operational control of the Project during the defined Escrow Period. It was premised on the expectation that Sam would buy out Jenny and become the Project's sole beneficial owner and manager. As such, it had a defined term, and the agreement itself contains no provision for the extension of its

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<sup>3</sup> See, for example, the following leading decisions of the Supreme Court of Canada issued over the past decade: *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53; *Bhasin v. Hrynew*, 2014 SCC 71; *Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.*, 2016 SCC 37; *Churchill Falls (Labrador) Corp. v. Hydro-Québec*, 2018 SCC 46; and *Corner Brook (City) v. Bailey*, 2020 SCC 13.

operation. Whether or not it was a unanimous shareholder agreement, as alleged by Sam, is irrelevant, as this would have no bearing on its expiry by operation of its terms.

24) We must therefore assess the Control Agreement using the contextual approach demanded by the recent jurisprudence. In doing so we must have regard to the factual matrix including, among other things, the parties' long-standing contentious relationship and Jenny's substantial continuing financial investment in the Project. In this light it is inconceivable when viewed objectively, that any person in Jenny's position would have had it within their reasonable expectation or intention that Sam could unilaterally extend his control beyond the Escrow Period, without her consent.

25) Sam attempts to justify this proactive pursuit of his "options" on two bases, the first of which is the alleged breach of the Control Agreement by Jenny by her refusal to sign a construction financing release document in July 2022. Given Sam's ability to sign such documents on his own, if Jenny refused or failed to do so within 48 hours (a right that he availed himself of), it is debatable whether Jenny's refusal constituted a breach of that agreement. Even if it did, however, Sam's unilateral and indefinite seizure of control of the Project was not a contract remedy available to him under the contract's terms or at law.

26) If Jenny's actions did constitute a breach of contract, Sam had other remedies available to him. As pointed out by Justice Penny in his November 7, 2022 decision staying the Claimant's application to have the disputed resolution declared invalid, the original unanimous shareholders' and partnership agreements contained broad arbitration clauses. There was no need for Sam to have resort to the self-help remedy employed by him to deal with the alleged breach.

27) The existence of alternative remedies also undermines Sam's second justification for the unilateral extension of his control, wherein he says that it was in "the best interests of the Corporation to make ongoing arrangements for the execution of instruments, documents and agreements in respect of the Project." As already noted, the Project's constating documents and the various resolutions previously passed by the parties provided for such arrangements and for various instruments, documents, and agreements

to be jointly executed. As the parties had previously had occasional disagreements in this regard, the November 2019 settlement agreement, which has never been rescinded, contained adjudication and arbitration provisions designed to provide for the expeditious binding resolution of payment and other disputes that, if not resolved quickly, might cause harm to the Project.

28) Accordingly, we are unanimously of the view that the disputed resolution was nothing more than an illegitimate attempt to extend the term of the Control Agreement for an indefinite time undertaken by Sam. It ran contrary to the express terms of the agreement itself, breached an implied term of the agreement that it would not be unilaterally extended, and, viewed objectively, could not possibly have been within the reasonable contemplation of the parties when the Control Agreement was entered into.

29) In the event that we held the resolution to be legally valid, as an alternative remedy the Claimant sought recourse to the oppression provisions under section 248 of the Ontario *Business Corporations Act*. In the light of our decision to declare the resolution invalid, there is no need to deal with this alternative claim.

### **The Disputed Appointment of HHR**

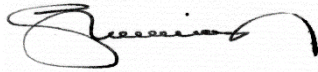
30) We have been advised that the parties have resolved the remaining issues with respect to the disputed appointment of HHR and the collateral relief sought in connection therewith and, accordingly, there is no need to deal with these additional claims for relief.

### **Costs**

31) Costs are awarded in favour of the Claimant in accordance with the provisions of section 54 of the *Arbitration Act, 1991* with respect to the main issue dealing with the validity of the disputed resolution. If the parties are unable to agree on the issue of costs with respect to the resolved issue concerning the appointment of HHR or the quantum of costs payable, we will receive written submissions from the Claimant, not to exceed three pages, within 10 days of delivery of this award accompanied by a cost outline and responding submissions not to exceed three pages within 10 days of receipt of the Claimant's submissions.



32) In conclusion, we wish to thank counsel for the professionalism exhibited in all aspects of these proceedings and the courtesy extended to us throughout.



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**STEPHEN RICHARD MORRISON**



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**THE HONOURABLE FRANK J. C. NEWBOULD, K.C.**



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**THE HONOURABLE GLORIA EPSTEIN, K.C**

**June 24, 2023**  
**Toronto, Ontario**

**APPENDIX “24”**  
**CONTROL RESOLUTION DATED AUGUST 6, 2022**

**RESOLUTION OF MIZRAHI COMMERCIAL (THE ONE) GP INC.**  
**(the "Corporation" or the "GP")**

**IN ITS CAPACITY AS THE SOLE GENERAL PARTNER OF**  
**MIZRAHI COMMERCIAL (THE ONE) LP**  
**("MCLP" or the "Limited Partnership")**  
**AND IN ITS OWN CAPACITY**

**WHEREAS:**

- A. 2819249 Ontario Inc. ("**281**") Coco International Inc. ("**CII**" and together with 218, the "**Sellers**" and individually a "**Seller**"), 12823543 Canada Ltd. ("**128**"), and Sam M Inc. ("**SMI**") entered into a control agreement dated May, 2021 (the "**Control Agreement**") to provide for certain matters with respect to the operation and control of the GP and the Limited Partnership;
- B. 889 and SMI are parties to an amended and restated unanimous shareholders agreement dated as of December 17, 2014 as amended by Amendment # 1 to Unanimous Shareholders Agreement made as of October 20, 2015 and by Amendment #2 to Unanimous Shareholders Agreement dated April 8, 2016 (the "**Shareholders Agreement**") in relation to the GP
- C. The GP, 889 and SMI are parties to an Amended and Restated Limited Partnership Agreement dated December 17, 2014, as amended by an Amendment to Partnership Agreement, dated March 10, 2015, Amendment #2 to Partnership Agreement dated April 2015, Amendment #3 to Partnership Agreement dated October 20, 2015 and Amendment #4 to Partnership Agreement dated April 8, 2016 (collectively the "**Partnership Agreement**") in relation to the Limited Partnership.;
- D. Pursuant to Articles of Amalgamation dated March 13, 2021, 889 has amalgamated with another corporation to continue as 128, and accordingly 128 is the successor to all rights and obligations of 889, including with respect to the Shareholders Agreement and the Partnership Agreement;
- E. Pursuant to the Control Agreement and notwithstanding anything to the contrary in the Shareholders Agreement and/or the Partnership Agreement, SMI has the sole control and management of all aspects of the properties municipally known as 1 Bloor Street West, 768, 768, 770-772 774-776, 780-784 and 778 Yonge Street, Toronto and all related assets (the "**Project**"), and is solely entitled to direct the GP with respect to all matters related to the business, control and management of the Limited Partnership.
- F. In accordance with Subsection 108(2) of the *Business Corporations Act* (Ontario) (the "**OBCA**"), the Control Agreement is a unanimous shareholder agreement, being "A written agreement among all the shareholders of a corporation or among all the shareholders and one or more persons who are not shareholders may restrict in whole or in part the powers of the directors to manage or supervise the management of the business and affairs of the corporation."
- G. Pursuant to subsection 108(5) of the OBCA, SMI has all the rights, powers, duties and liabilities of 128's nominee director, whether arising under the OBCA or otherwise to which the Control Agreement relates to the extent that the Control Agreement restricts the discretion or powers of 128's nominee director to manage or supervise the management of the business and affairs of MCGP, and 128's nominee director (Jenny Coco) is relieved of her duties and liabilities (including any liabilities under section 131 of the OBCA) to the same extent.



- H. As a result of the Control Agreement SMI has the sole authority to manage the business and affairs of the Corporation.
- I. A construction financing release notice (the “**Financing Release Notice**”) for KEB Hana Bank Canada, as administrative agent pursuant to the credit agreement made as of August 30, 2019 between, *inter alia*, Mizrahi Commercial (The One) LP and Mizrahi Development Group (The One) Inc. was sent to Coco to sign on behalf of MCGP (acting as general partner of MCLP) and as an officer of the Nominee;
- J. The Seller declined to sign the Financing Release Notice;
- K. Failure to sign the Financing Release Notice is a breach of the Control Agreement;
- L. The resolutions provided for herein are required as a result of the Seller’s breach of the Control Agreement; and
- M. It is in the best interests of the Corporation to make ongoing arrangements for the execution of instruments, documents and agreements in respect of the Project.

**BE IT RESOLVED THAT:**

- 1. Sam Mizrahi is hereby appointed as Managing Director of the Corporation and, until such time as this resolution is revoked by further resolution of the Corporation, the Managing Director shall have the sole power and authority to manage all of the business and affairs of the Corporation to the fullest extent permitted by the OBCA, and to execute on behalf of the Corporation all documents and to perform all such acts as may be necessary or desirable.
  - (a) Without limiting the generality of the foregoing, cheques and other payments made on behalf of the Project shall be signed by both representatives of both SMI and the Seller, provided that if the Seller refuses or fails to sign within forty-eight (48) hours of receipt of a request for a signature, then Sami Mizrahi alone shall authorize and/or sign such cheques or payment(s). The President of the Corporation, Sam Mizrahi, is hereby authorized to execute and deliver any further agreements and documents, and provide any further assurances, undertakings and information as may be reasonably required to effect any changes to the signing authorities on all bank accounts to reflect the foregoing;
  - (b) Without limiting the generality of the foregoing, the President of the Corporation, Sam Mizrahi, shall have the sole authority to cause the Corporation to:
    - (i) take such measures as are necessary or appropriate for the business and affairs of the Corporation, the Limited Partnership, and the Project;
    - (ii) manage the property, assets and affairs of the Corporation and the Limited Partnership;
    - (iii) borrow and/or repay funds and/or issue evidence of indebtedness and grant security, to any existing lenders of the Corporation and the Limited Partnership; and
    - (iv) operate any bank accounts of the Corporation and the Limited Partnership and have sole and exclusive signing authority with respect thereto.


- (c) Notwithstanding the foregoing, nothing in this Resolution shall grant the President of the Corporation, Sam Mizrahi any rights to:
- ii) issue any additional shares of the Corporation or units of the Limited Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement;
  - iii) redeem or retract any shares of the Corporation or units of the Limited Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement;
  - iv) windup or dissolve the Corporation or the Limited Partnership, other than in accordance with the Shareholders Agreement and the Partnership Agreement; or
  - v) borrow funds and/or grant security to any new creditors (for greater certainty this restriction does not include entering into any arrangements or agreements with existing creditors of the Corporation or the Limited Partnership).

This resolution may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The delivery of copies of this resolution and/or of signature pages electronic transmission shall constitute effective execution of this resolution by the signatories and may be used in lieu of the original resolution for all purposes. Signatures transmitted by means of electronic transmission shall be deemed to be original signatures for all purposes.

**THE FOREGOING RESOLUTIONS** are hereby approved this 6th day of August, 2022.

SAM M INC.

Per: \_\_\_\_\_

  
Sam Mizrahi, President

**APPENDIX “25”**  
**EXCERPTS FROM THE PAYMENT LISTINGS FROM AUGUST 2022**  
**TO SEPTEMBER 2023**

**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Payment Listing**

|                                    |              | <u>Total</u>               |
|------------------------------------|--------------|----------------------------|
| Amount of Cheques                  | 1,596,913.06 |                            |
| Amount of Wires & Transfers        | 8,023,226.13 | 9,620,139.19               |
| Amount of Payments from TD Account | 13.91        | 13.91                      |
| <b>Total:</b>                      |              | <b><u>9,620,153.10</u></b> |

Note: Wire amounts noted in USDs,GBPs, KRWs may differ from the actual depending on FX at time of transfer

Authorized Signatures:

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Sam Mizrahi

I have the authority to bind the corporation

**NOT APPROVED**

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Jenny Coco

I have the authority to bind the corporation

**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Cheques**

| Vendor  | Date       | Num             | Open Balance      | Jenny Comments  |
|---|------------|-----------------|-------------------|---|
| <b>181 Davenport Retail Inc.</b>                    |            |                 |                   |   |
|   | 09/28/2022 | 2022-013        | 55,942.31         | Taxes approved for payment.   |
|   | 11/01/2022 | Nov 2022 Rent   | 32,016.66         | Approved with no further extensions granted.  |
| Total 181 Davenport Retail Inc.                     |            |                 | <b>87,958.97</b>  |   |
| <b>Aercoustics Engineering Ltd.</b>                 |            |                 |                   |   |
|   | 10/01/2022 | 24274           | 5,085.00          | Approved  |
|   | 10/01/2022 | 24276           | 11,550.01         | Approved  |
| Total Aercoustics Engineering Ltd.                  |            |                 | <b>16,635.01</b>  |   |
| <b>Avison Young Valuation &amp; Advisory Servic</b> |            |                 |                   |   |
|   | 09/30/2022 | A20220820782619 | 10,678.50         | Unable to approve an invoice if the report is not submitted to Owner (Coco). Also, why was this appraisal completed without the prior approval and consent of a 50% owner?  |
| Total Avison Young Valuation & Advisory Servic      |            |                 | <b>10,678.50</b>  |   |
| <b>Borden Ladner Gervais LLP</b>                    |            |                 |                   |   |
|   | 09/29/2022 | 698158005       | 2,415.38          | Approved. Status of the Parkland Dedication Appeal?   |
| Total Borden Ladner Gervais LLP                     |            |                 | <b>2,415.38</b>   |   |
| <b>Bousfields Inc.</b>                              |            |                 |                   |   |
|   | 09/28/2022 | 57694           | 2,330.63          | Approved conditional upon receipt of additional information, what Planning issue remains outstanding?   |
| Total Bousfields Inc.                               |            |                 | <b>2,330.63</b>   |   |
| <b>Chart Communications Inc.</b>                    |            |                 |                   |   |
|   | 09/30/2022 | 12205           | 1,576.35          | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI   |
| Total Chart Communications Inc.                     |            |                 | <b>1,576.35</b>   |   |
| <b>Cini-Little International, Inc.</b>              |            |                 |                   |   |
|   | 09/30/2022 | 19496           | 640.37            | Why do we have Foodservice Changes? Is this applicable to KSFG? Please advise is this shall be a charge assessed to KSFG?   |
| Total Cini-Little International, Inc.               |            |                 | <b>640.37</b>     |   |
| <b>Coco International Inc.</b>                      |            |                 |                   |   |
|   | 10/14/2022 | 2022-14         | 32,739.02         | Approved  |
| Total Coco International Inc.                       |            |                 | <b>32,739.02</b>  |   |
| <b>Conway and Partners LLC</b>                      |            |                 |                   |   |
|   | 10/03/2022 | 13710           | 9,666.67          | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI   |
| Total Conway and Partners LLC                       |            |                 | <b>9,666.67</b>   |   |
| <b>Core Architects Inc</b>                          |            |                 |                   |   |
|   | 08/01/2022 | 68430           | 17,628.00         | Not approved as presented, as Coco has no details related to these "extra" charges, as we (coco/ Mizrahi / Core) engaged in a lengthy call with CORE to finalize the contract. Once again, unbeknown to Coco, all costs have been exceeded once again. WHY? |
|   | 09/13/2022 | 70507           | 81,360.00         | Approved  |
|   | 09/13/2022 | 70508           | 13,983.75         | Why revisions again? Explain?   |
|   | 09/13/2022 | 70509           | 47,601.25         | Approved  |
|   | 09/15/2022 | 70553           | 508.50            | Same comment as for inv #68430  |
|   | 10/07/2022 | 70610           | 74.05             | Approved  |
|   | 10/07/2022 | 70633           | 81,360.00         | Approved  |
|   | 10/07/2022 | 70634           | 4,407.00          | Why revisions again? Explain?   |
|   | 10/07/2022 | 70635           | 47,601.25         | Approved  |
|   | 10/07/2022 | 70701           | 1,186.50          | Approved - confirm status of new application  |
| Total Core Architects Inc                           |            |                 | <b>295,710.30</b> |   |
| <b>Daoust Vukovich LLP</b>                          |            |                 |                   |   |
|   | 09/30/2022 | 123015          | 1,272.95          | Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted.   |
|   | 09/30/2022 | 123014-123017   | 151,610.82        | Approved & request a copy of all correspondences Vukovich sent to Mizrahi re: Apple Lease.  |
| Total Daoust Vukovich LLP                           |            |                 | <b>152,883.77</b> |   |



**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Cheques**

| Vendor                                    | Date       | Num                        | Open Balance      | Jenny Comments  |
|---|------------|----------------------------|-------------------|---|
| <b>Dentons Canada LLP</b>                 |            |                            |                   |   |
|   | 10/01/2022 | 3704241                    | 44,950.81         | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   |
|   | 10/01/2022 | 3704282                    | 49,845.77         | Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS! |
|   | 10/01/2022 | 3704294                    | 36,531.82         | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   |
|   | 10/01/2022 | 3704318                    | 52,811.39         | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   |
|   | 10/01/2022 | 3704339                    | 17,531.66         | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   |
|   | 09/30/2022 | Credit @ Dentons 3699625CR | - 3,238.56        | Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS! |
| Total Dentons Canada LLP                  |            |                            | <b>198,432.89</b> |   |
| <b>Design Agency</b>                      |            |                            |                   |   |
|   | 10/01/2022 | 26652                      | 6,834.52          | Andaz Hotel Design changes beyond original scope of work continue to be disputed, as Coco (50% stakeholder has not been engaged nor consulted with) and clarification required.   |
| Total Design Agency                       |            |                            | <b>6,834.52</b>   |   |
| <b>Dolce Magazine Publishing Inc.</b>     |            |                            |                   |   |
|   | 11/10/2022 | 15542                      | 15,481.00         |   |
| Total Dolce Magazine Publishing Inc.      |            |                            | <b>15,481.00</b>  | Not approved  |
| <b>Hampson Writes Communications Ltd.</b> |            |                            |                   |   |
|   | 09/20/2022 | MZ1352                     | 7,684.00          | Not approved  |
|   | 09/20/2022 | MZ1353                     | 6,102.00          | Not approved  |
|   | 09/20/2022 | MZ1354                     | 1,695.00          | Not approved  |
|   | 09/20/2022 | MZ1355                     | 2,486.00          | Not approved  |
|   | 10/17/2022 | MZ1356                     | 6,102.00          | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI   |
|   |            |                            |                   | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI   |
| Total Hampson Writes Communications Ltd.  |            |                            | <b>24,069.00</b>  |   |
| <b>Henein Hutchison LLP.</b>              |            |                            |                   |   |
|   | 09/18/2022 | 20341                      | 117,626.67        | Not approved, Coco contests payment of Henein who is not legal counsel to the Project. Secondly, why has the law firm not provided all details of account? Why is Mizrahi not disclosing this information?  |
|   | 09/18/2022 | 20569                      | 118,634.30        | Not approved, Coco contests payment of Henein who is not legal counsel to the Project. Secondly, why has the law firm not provided all details of account? Why is Mizrahi not disclosing this information?  |
|   | 10/04/2022 | Draft Payment              | - 133,801.62      |   |
| Total Henein Hutchison LLP.               |            |                            | <b>102,459.35</b> |   |
| <b>Innofab Millwork Corp.</b>             |            |                            |                   |   |
|   | 10/13/2022 | 18366                      | 16,696.86         | Not approved - no details, no information. What does this pertain to?   |
| Total Innofab Millwork Corp.              |            |                            | <b>16,696.86</b>  |   |

**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Cheques**

| Vendor                                      | Date       | Num          | Open Balance      | Jenny Comments   |
|---|------------|--------------|-------------------|--|
| <b>Jensen Hughes Consulting Canada Ltd.</b> |            |              |                   |  |
|   | 09/18/2022 | INV4-0066837 | 2,395.60          | Not approved   |
|   | 09/18/2022 | INV4-0066838 | 1,610.25          | Not approved   |
| Total Jensen Hughes Consulting Canada Ltd.  |            |              | <b>4,005.85</b>   |  |
| <b>KEB Hana Bank Canada</b>                 |            |              |                   |  |
|   | 10/10/2022 | LG \$369K    | 1,846.60          |  |
|   | 10/14/2022 | LG \$228K    | 1,140.36          |  |
| Total KEB Hana Bank Canada                  |            |              | 2,986.96          |  |
| <b>Krcmar Surveyors Ltd.</b>                |            |              |                   |  |
|   | 10/01/2022 | 50616-22     | 16,663.96         | Approved   |
| Total Krcmar Surveyors Ltd.                 |            |              | <b>16,663.96</b>  |  |
| <b>Laughlin Solutions Incorporated</b>      |            |              |                   |  |
|   | 09/01/2022 | 2022-087     | 11,300.00         | What was the value of the original contract? Provide details - without details NOT APPROVED.   |
|   | 10/06/2022 | 2022-120     | 4,520.00          | What was the value of the original contract? Provide details - without details NOT APPROVED.   |
| Total Laughlin Solutions Incorporated       |            |              | <b>15,820.00</b>  |  |
| <b>Lawrence Finn and Associates Limited</b> |            |              |                   |  |
|   | 09/18/2022 | 4457         | 9,350.75          |  |
|   | 09/20/2022 | 4458         | 7,910.00          |  |
|   | 09/20/2022 | 4459         | 2,373.00          |  |
| Total Lawrence Finn and Associates Limited  |            |              | <b>19,633.75</b>  | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                                      |
| <b>Masters Insurance Limited</b>            |            |              |                   |  |
|   | 10/03/2022 | 406837-B     | 23,437.08         | Approved   |
| Total Masters Insurance Limited             |            |              | <b>23,437.08</b>  |  |
| <b>McIntosh Perry Limited</b>               |            |              |                   |  |
|   | 09/29/2022 | 56937        | 3,898.50          | Not approved, this is a different Project # CCO-232030-00 Phase 71 reference.  |
| Total McIntosh Perry Limited                |            |              | <b>3,898.50</b>   |  |
| <b>Osler, Hoskins &amp; Harcourt LLP</b>    |            |              |                   |  |
|   | 09/26/2022 | 12675824     | 221,367.74        | Approved conditional upon receipt of all supporting back up for the invoice. Siva to request a copy from legal.  |
| Total Osler, Hoskins & Harcourt LLP         |            |              | <b>221,367.74</b> |  |
| <b>Read Jones Christoffersen Ltd.</b>       |            |              |                   |  |
|   | 09/30/2022 | 388090       | 5,085.00          |  |
|   | 09/30/2022 | 388091       | 14,690.00         |  |
|   | 09/30/2022 | 388092       | 251.15            |  |
|   | 10/01/2022 | 388062       | 1,076.33          |  |
| Total Read Jones Christoffersen Ltd.        |            |              | <b>21,102.48</b>  | Approved   |
| <b>Reputation.ca Ltd.</b>                   |            |              |                   |  |
|   | 10/04/2022 | 7958         | 17,528.36         | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                                      |
| Total Reputation.ca Ltd.                    |            |              | <b>17,528.36</b>  |  |
| <b>Rogers</b>                               |            |              |                   |  |
|   | 10/11/2022 | TBD-2022     | 275.67            | Approved   |
| Total Rogers                                |            |              | <b>275.67</b>     |  |
| <b>Spectra-Con Group Inc.</b>               |            |              |                   |  |
|   | 10/01/2022 | 2198         | 710.31            | From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive detailed listing of all costs associated to the Hyatt / Andaz for approval. To date, no information has been provided. |
| Total Spectra-Con Group Inc.                |            |              | <b>710.31</b>     |  |
| <b>St. Joseph Media</b>                     |            |              |                   |  |
|   | 09/30/2022 | IN1151       | 35,877.50         | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                                      |
| Total St. Joseph Media                      |            |              | <b>35,877.50</b>  |  |

**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Cheques**

| Vendor  | Date       | Num           | Open Balance        | Jenny Comments   |
|---|------------|---------------|---------------------|--|
| <b>The Manufacturers Life Insurance Company</b> |            |               |                     |  |
|   | 11/01/2022 | Nov 2022 Rent | 4,337.31            | Approved but no extensions shall be granted until<br>Coco is informed on the Hyatt premises and<br>construction, as previously requested from MI |
| Total The Manufacturers Life Insurance Company  |            |               | <b>4,337.31</b>     |  |
| <b>Westmount Guarantee Services Inc.</b>        |            |               |                     |  |
|   | 10/13/2022 | 237315-17-18  | 232,059.00          | Approved   |
| Total Westmount Guarantee Services Inc.         |            |               | <b>232,059.00</b>   |  |
| <b>TOTAL</b>                                    |            |               | <b>1,596,913.06</b> |  |
| <b>APPROVED TOTAL</b>                           |            |               | <b>1,085,551.27</b> |  |
| <b>NOT APPROVED TOTAL</b>                       |            |               | <b>511,361.79</b>   |  |

Mizrahi Commercial (The One) GP Inc.  
September 2022 Month End  
Wire Transfers

|                                      |            |                            |                            | COCO APPROVED OR NOT APPROVED (N. A) |  |   |
|--------------------------------------|------------|----------------------------|----------------------------|--------------------------------------|--|---|
| Name                                 | Date       | Num                        | FX                         | Open Balance                         |  |   |
| Bae, Kim & Lee LLC                   |            |                            |                            |                                      |  |   |
|                                      | 09/20/2022 | F-2022-09-0161             | USD\$ 3,347.00 @ 1.500FX   | 5,020.50                             | Approved   |   |
| Total Bae, Kim & Lee LLC             |            |                            |                            | 5,020.50                             |  |   |
| Foster + Partners Limited            |            |                            |                            |                                      |  |   |
|                                      | 09/26/2022 | 2304.162                   |                            | 38,000.00                            | Approved   |   |
|                                      | 09/26/2022 | 2304.163                   |                            | 6,000.00                             | Approved   |   |
| Total Foster + Partners Limited      |            |                            |                            | 44,000.00                            | Approved - Coco requires details on the Architects and Final Budgets negotiated by Mizrahi   |   |
| Glaholt Bowles LLP                   |            |                            |                            |                                      |  |   |
|                                      | 10/01/2022 | 26055                      | USD\$ 374.92 @ 1.500FX     | 562.38                               | Not approved - as per our prior month request, no additional information or insight has been provided why MI engaged Lighthouse. What is this for? What is the issue with Gamma? Full disclosure required. |   |
|                                      | 10/01/2022 | 26098                      | USD\$ 400.15 @ 1.500FX     | 600.23                               |  |   |
|                                      | 10/01/2022 | 26955                      | USD\$ 1456.52 @ 1.500FX    | 2,184.78                             |  |   |
| Total Glaholt Bowles LLP             |            |                            |                            | 3,347.39                             |  |   |
| GPI Design / GPI International       |            |                            |                            |                                      |  |   |
|                                      | 10/13/2022 | 2022-110-001               | USD\$ 295,180.31 @ 1.500FX | 442,770.47                           | Not approved - what is this for? As per our site meetings, and noted above we continue to await receipt of the Hotel Budget.   |   |
| Total GPI Design / GPI International |            |                            |                            | 442,770.47                           |  |   |
| Gruppo TH.KOHL                       |            |                            |                            |                                      |  |   |
|                                      | 10/14/2022 | C4922-1                    | Euro 124,798.50 @ 1.500FX  | 187,197.75                           | Not approved - what is this for? As per our site meetings, and noted above we continue to await receipt of the Hotel Budget.   |   |
| Total Gruppo TH.KOHL                 |            |                            |                            | 187,197.75                           |  |   |
| Hyatt Corporation                    |            |                            |                            |                                      |  |   |
|                                      | 09/27/2022 | 45621                      | USD\$ 3095.59 @ 1.500FX    | 4,643.39                             | Approved - why has MI not provided for payment earlier? Is there an issue with Hyatt? Invoices pertain to June, July included with Aug & Sept.   |   |
|                                      | 09/28/2022 | 46003                      | USD\$ 3095.59 @ 1.500FX    | 4,643.39                             |  |   |
|                                      | 09/29/2022 | 46366                      | USD\$ 3095.59 @ 1.500FX    | 4,643.39                             |  |   |
|                                      | 09/30/2022 | 46727                      | USD\$ 3095.59 @ 1.500FX    | 4,643.39                             |  |   |
| Total Hyatt Corporation              |            |                            |                            | 18,573.56                            |  |   |
| KEB Hana Bank Canada                 |            |                            |                            |                                      |  |   |
|                                      | 10/28/2022 | Holdback Transfer Sep 2022 |                            | 333,323.29                           | Transfer of Funds  | Approved  |
| Total KEB Hana Bank Canada           |            |                            |                            | 333,323.29                           |  |   |
| Mizrahi - HC                         |            |                            |                            |                                      |  |   |
| Aldershot                            | 10/12/2022 | C1251                      |                            | 15,385.50                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Hardwall #2                          | 10/12/2022 | C1251                      |                            | 783,885.98                           |  | Explain the extra / change orders, and final contract details negotiated  |
| Innocon                              | 10/12/2022 | C1251                      |                            | 262,194.45                           |  | Approved - this is a material cost and should not be included in this batch, as per my previous comments.   |
| Salit                                | 10/12/2022 | C1251                      |                            | 644,953.32                           | To avoid any potential lien claims, Coco is approving conditional upon receipt of all extra /change order information for which Mizrahi has executed without any communication / insight by Coco           | Unable to reconcile the account & Approved - this is a material cost and should not be included in this batch, as per my previous comments.                 |
| Blockwall Masonry                    | 10/12/2022 | C1251                      |                            | 4,408.47                             |  | Is a contract in place?   |
| Walter B                             | 10/12/2022 | C1251                      |                            | 289,224.90                           |  | Explain the extra / change orders, and final contract details negotiated  |
| Cult Iron                            | 10/12/2022 | C1251                      |                            | 46,800.00                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Bothwell Accurte                     | 10/12/2022 | C1251                      |                            | 24,142.45                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Gamma                                | 10/12/2022 | C1251                      |                            | 485,953.34                           |  | Approved  |
| Tractel Ltd                          | 10/12/2022 | C1251                      |                            | 33,688.80                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Klaus                                | 10/12/2022 | C1251                      |                            | 56,700.00                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Service Plus Aquatics Inc.           | 10/12/2022 | C1251                      |                            | 680,355.00                           |  | Why was the Original Contract not submitted for review and approval? How does this compare to budget value? Await receipt of information prior to approval. |
| Otis                                 | 10/12/2022 | C1251                      |                            | 73,205.42                            |  | Explain the extra / change orders, and final contract details negotiated  |
| Modern Niagara                       | 10/12/2022 | C1251                      |                            | 264,401.69                           |  | Explain the extra / change orders, and final contract details negotiated  |
| Ozz Electric                         | 10/12/2022 | C1251                      |                            | 241,758.11                           |  | Explain the extra / change orders, and final contract details negotiated  |

Mizrahi Commercial (The One) GP Inc.  
September 2022 Month End  
Wire Transfers

| Name                     | Date       | Num   | FX | Open Balance | COCO APPROVED OR NOT APPROVED (N. A)  |
|--------------------------|------------|-------|----|--------------|---|
|                          |            |       |    |              | Coco is requesting a full reconciliation of account for all prior periods when MI had the control agreement, the subject funds should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee.   |
| CM Fee                   | 10/12/2022 | C1251 |    | 195,352.87   |   |
| HST                      | 10/12/2022 | C1251 |    | 533,313.33   |   |
| Total Mizrahi - HC       |            |       |    | 4,635,723.61 |   |
| Mizrahi - GC             |            |       |    |              |   |
|                          |            |       |    |              |   |
| Site Labour              | 09/16/2022 | C1242 |    | 646,692.07   | Not approved, see comments below. Also, MI should only be invoicing for the period of September, not October, 2022. Why is MI permitted to invoice for period ending October 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below |
|                          |            |       |    |              |   |
| Crane Labour             | 08/16/2022 | C1243 |    | 149,160.61   | Not approved, see comments below. Also, MI should only be invoicing for the period of September, not October, 2022. Why is MI permitted to invoice for period ending October 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below |
| Construction Cost        | 08/16/2022 | C1244 |    | 679,352.59   | Not approved, see comments below. Also, MI provides no insight for the wages, and pay period, to be provided by a third party consultant.   |
| Marketing Commission     | 08/16/2022 | C1245 |    | 113,000.00   | Not approved, excessively over budget in marketing and Coco shall continue to protest payment   |
|                          |            |       |    |              |   |
| Equipment Cost           | 08/16/2022 | C1246 |    | 27,542.38    | Accountability of containers / Office Containers - copy of the actual invoice required. Why are we continuing to rent in lieu of own - excessive lack of cost management of \$16K / month since Mike Clark.   |
|                          |            |       |    |              |   |
| Recoverable Cost         | 08/16/2022 | C1247 |    | 736,720.93   | Coco contines to protest, in particular the Triovest Lease we disapproved, and the Lender supported. <b>INVOICES REVIEWED &amp; COMMENTS ATTACHED TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY &amp; PROPER MANAGEMENT.</b>  |
| Total Mizrahi - GC       |            |       |    | 2,352,468.58 |   |
| Wire Fees                |            |       |    |              |   |
| 9 x Cable Charge @ \$10  |            |       |    | 90.00        |   |
| 9 x Outward Remit @ \$80 |            |       |    | 710.98       |   |
|                          |            |       |    | 800.98       |   |
| TOTAL                    |            |       |    | 8,023,226.13 |   |

MIZRAHI GC COSTS:

|   |   |
|---|---|
| <b>DISPUTED INVOICES: Not approving any invoicing for the month of October, this period should include only September! Revision on invoicing required, together with the following adjustments:</b> |   |
| S<br>I<br>T<br>E  | 19 Security Personnel: As the Control Agreement is no longer in place, Coco requests an accountability of the management of security. Daily, MI charges 19 Security Guards at \$96.66/hour. The security is provided by ASG and payment should be to the Vendor directly. Why is THE ONE paying MI in lieu of ASG? The rates range from \$96.66/hour to \$144.98/hour overtime are excessive. A review should be conducted from the implementation of the Control Agreement to current, with adjustments as required. Coco supports the review by a third party consultant approved by Coco.  |
| L<br>A<br>B<br>O<br>U<br>R  | 12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103.21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmaiton of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco, |
|   | 20 Traffic Control Personnel: TO INVESTIGATE IF TRAFFIC MANAGEMENT IS BY A THIRD PARTY??? As the Control Agreement is no longer in place, Coco requests an accountability of the management of traffic control. Daily, MI charges 20 Traffic Control Personnel with no accountability and at excessive rates, at an excessive rate of \$96.66/hour to \$144.98/hour overtime. A review should be conducted from the implementation of the Control Agreement to current, with adjustments as required. Coco supports the review by a third party consultant, approved by Coco.   |

Mizrahi Commercial (The One) GP Inc.  
September 2022 Month End  
Wire Transfers

| Name              | Date   | Num | FX | Open Balance | COCO APPROVED OR NOT APPROVED (N. A) |
|-------------------|--|-----|----|--------------|--------------------------------------|
| Crane Labour      | 3 Crane Operators: Mizrahi has invoiced hourly at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmaiton of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of the Control Agreement until today's date, by a third party consultant approved by Coco.. |     |    |              |                                      |
| Construction Cost | Coco requests a meeting with each staff person to discuss their scope of work and responsibilites, together with a third party present. Secondly, Coco requests a copy of a certified payroll by a third party to review all costs invoiced to date on the project for all staff costs. This should be executed from the commencement of the Control Agreement until today's date at minimum and the third party consultant should be approved by Coco.  |     |    |              |                                      |

**Mizrahi Commercial (The One) GP Inc.**  
**September 2022 Month End**  
**Wire Transfers**

| Name                     | Date                | Description      | Open Balance | TD Payment<br>Already Made |
|--------------------------|---------------------|------------------|--------------|----------------------------|
| <b>Bell Canada</b>       |                     |                  |              |                            |
|                          | 10/01/2022 Oct 2022 |                  | 13.91        | Approved                   |
| Total Bell Canada        |                     |                  | <b>13.91</b> |                            |
| <b>TD Wire Fee</b>       |                     |                  |              |                            |
| 0 x Outward Remit @ \$50 |                     | TD to other bank | -            |                            |
| 0 x Outward Remit @ \$25 |                     | TD to TD         | -            |                            |
| 0 x KEB Receiving @ \$10 |                     | KEB Receiving    | -            |                            |
|                          |                     |                  | -            |                            |
| <b>TOTAL</b>             |                     |                  | <b>13.91</b> | <b>-</b>                   |





**Mizrahi Commercial (The One) GP Inc.**  
**December 2022 Month End**  
**Payment Listing**

|                                    |              | <u>Total</u>                       |
|------------------------------------|--------------|------------------------------------|
| Amount of Cheques                  | 1,232,170.72 |                                    |
| Amount of Wires & Transfers        | 9,118,544.60 | 10,350,715.32                      |
| Amount of Payments from TD Account | 124,674.83   | <u>124,674.83</u>                  |
| <b>Total:</b>                      |              | <b><u><u>10,475,390.15</u></u></b> |

Note: Wire amounts noted in USDs,GBPs, KRWs may differ from the actual depending on FX at time of transfer

Authorized Signatures:

\_\_\_\_\_  
Sam Mizrahi  
I have the authority to bind the corporation

**NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS**

\_\_\_\_\_  
Jenny Coco  
I have the authority to bind the corporation

[illegible]

| Vendor                                | December 2022 |         |              |  |  | November 2022 |         |              |  |            | October 2022 |              |                |            |         | September 2022 |  |            |         |              | August 2022                          |   |  |  |  |
|---------------------------------------|---------------|---------|--------------|--|--|---------------|---------|--------------|--|------------|--------------|--------------|----------------|------------|---------|----------------|--|------------|---------|--------------|--------------------------------------|---|--|--|--|
|                                       | Date          | Num     | Open Balance | DC Comments  | Jenny Comments   | Date          | Num     | Open Balance | Jenny Comments   | Date       | Num          | Open Balance | Jenny Comments | Date       | Num     | Open Balance   | Jenny Comments   | Date       | Num     | Open Balance | COCO Approved OR Not Approved (N.A.) | Jenny Comments  |  |  |  |
|                                       |               |         |              |  | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of <b>\$2.7M</b> over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. |               |         |              |  |            |              |              |                |            |         |                | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                                |            |         |              |                                      |   |  |  |  |
| Total Chart Communications Inc.       | 12/31/2022    | 12267   | 1,576.35     | Marketing and Communications spend has exceeded the budget and until this is resolved, no approval should be made  |  | 11/30/2022    | 12246   | 1,576.35     | Same as above.   |            |              |              |                | 09/30/2022 | 12205   | 1,576.35       |  | 09/01/2022 | 12162   | 1,576.35     |                                      | Communication Budget exceeded over 300% with no approvals from Coco |  |  |  |
| Cini-Little International, Inc.       |               |         | 1,576.35     |  |  |               |         | 1,576.35     |  |            |              | -            |                |            |         | 1,576.35       |  |            |         | 3,152.70     | Not approved                         |   |  |  |  |
|                                       |               |         |              |  |  |               |         |              |  |            |              |              |                | 09/30/2022 | 19496   | 640.37         | Why do we have Foodservice Changes? Is this applicable to KSFG? Please advise is this shall be a charge assessed to KSFG?  |            |         | -            |                                      |   |  |  |  |
| Total Cini-Little International, Inc. |               |         | -            |  |  |               |         | -            |  |            |              | -            |                |            |         | 640.37         |  |            |         | -            |                                      |   |  |  |  |
| Coco International Inc.               | 01/11/2023    | 2022-17 | 34,417.05    |  | Approved   | 12/12/2022    | 2022-16 | 53,275.24    | Approved.  | 11/14/2022 | 2022-15      | 37,856.46    | Approved       | 10/14/2022 | 2022-14 | 32,739.02      | Approved   | 09/15/2022 | 2022-13 | 30,507.57    |                                      |   |  |  |  |
| Total Coco International Inc.         |               |         | 34,417.05    |  |  |               |         | 53,275.24    |  |            |              | 37,856.46    |                |            |         | 32,739.02      |  |            |         | 30,507.57    |                                      |   |  |  |  |
| Conway and Partners LLC               |               |         |              |  |  | 12/01/2022    | 13780   | 9,666.67     | see below.   |            |              |              |                |            |         |                |  | 08/01/2022 | 13353   | 11,333.33    |                                      |   |  |  |  |
|                                       |               |         |              |  | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of <b>\$2.7M</b> over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. |               |         |              |  |            |              |              |                |            |         |                |  | 08/01/2022 | 13414   | 11,333.33    |                                      |   |  |  |  |
| Total Conway and Partners LLC         | 01/05/2023    | 13864   | 9,666.67     | Marketing and Communications spend has exceeded the budget and until this is resolved, no approval should be made  |  | 12/01/2022    | 13819   | 9,666.67     | above.   |            |              |              |                | 10/03/2022 | 13710   | 9,666.67       | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                                | 09/06/2022 | 13663   | 9,666.67     |                                      | Communication Budget exceeded over 300% with no approvals from Coco |  |  |  |
| Core Architects Inc                   |               |         | 9,666.67     |  |  |               |         | 19,333.34    |  |            |              | -            |                |            |         | 9,666.67       |  |            |         | 32,333.33    | Not approved                         |   |  |  |  |
|                                       | 12/09/2022    | 70952   | 254.25       | ok   | Approved.  |               |         |              |  |            |              |              |                | 08/01/2022 | 68430   | 17,628.00      | Not approved as presented, as Coco has no details related to these "extra" charges, as we (coco/ Mizrahi / Core) engaged in a lengthy call with CORE to finalize the contract. Once again, unbeknown to Coco, Approved |            |         |              |                                      |   |  |  |  |
|                                       |               |         |              |  | Not Approved -<br>This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This comment was also submitted last month, and no response.  |               |         |              |  |            |              |              |                | 09/13/2022 | 70507   | 81,360.00      | Approved   |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70953   | 1,101.75     | F&B on level 4, hospitality related for which budget has not been approved   |  | 11/16/2022    | 70763   | 81,360.00    | Approved   |            |              |              |                | 09/13/2022 | 70508   | 13,983.75      | Why revisions again? Explain?  |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70954   | 720.38       | ok   | Approved   | 11/16/2022    | 70764   | 8,599.75     | Please explain why we have 3 options and it was our understanding the City of Toronto was responsible for the Path Connection? Explain.  |            |              |              |                | 09/15/2022 | 70553   | 508.50         | Same comment as for inv #68430   |            |         |              |                                      |   |  |  |  |
|                                       |               |         |              |  | Not approved -<br>This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This comment was also submitted last month, and no response.  |               |         |              |  |            |              |              |                |            |         |                |  |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70955   | 847.50       | Related to Andaz hotel, which is pending budget approval and is overdue. This should not be approved.  |  | 11/16/2022    | 70765   | 1,271.25     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? |            |              |              |                | 10/07/2022 | 70610   | 74.05          | Approved   |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70956   | 678.00       | Related to additional height. There are budget and funding implications which are not yet dealt with.  |  | 11/16/2022    | 70766   | 2,457.75     | Same as above re: Andaz / Hyatt.   |            |              |              |                | 10/07/2022 | 70633   | 81,360.00      | Approved   |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70959   | 81,360.00    | Construction Administration at 89.6% is not commensurate to the works in place against hard construction cost budget. It is likely that extension of time and costs may apply. Should not be approved. |  | 11/16/2022    | 70767   | 47,601.25    | Why is construction administration at 96% when less than 50% of the building is completed? See prior comments above.   |            |              |              |                | 10/07/2022 | 70634   | 4,407.00       | Why revisions again? Explain?  |            |         |              |                                      |   |  |  |  |
|                                       |               |         |              |  | Not approved -<br>The design works & working drawings as per original contract - has this scope of work been completed? What is the Construction Administration - is this on-site? If so, Mizrahi, as noted by Altus Report, together with the notice of default from the Lender for failing to meet construction completion date of 12/2022. Mizrahi is behind schedule. Thus, what is the impact to CORE's contract? This cost overrun should be backcharged to the Constructor, due to his lack of timely completion of the project.  |               |         |              |  |            |              |              |                |            |         |                |  |            |         |              |                                      |   |  |  |  |
|                                       | 12/09/2022    | 70970   | 47,601.25    | Design works as per original contract. Can be approved.  |  | 11/21/2022    | 70822   | 1,525.50     | Same as above re: Andaz / Hyatt.   |            |              |              |                | 10/07/2022 | 70635   | 47,601.25      | Approved   |            |         |              |                                      |   |  |  |  |

| Vendor                    | December 2022 |         |              |   |   | November 2022 |          |              |   |            | October 2022 |              |   |            |                        | September 2022 |   |            |                      |              | August 2022                          |   |  |  |  |
|---------------------------|---------------|---------|--------------|---|---|---------------|----------|--------------|---|------------|--------------|--------------|---|------------|------------------------|----------------|---|------------|----------------------|--------------|--------------------------------------|---|--|--|--|
|                           | Date          | Num     | Open Balance | DC Comments   | Jenny Comments  | Date          | Num      | Open Balance | Jenny Comments  | Date       | Num          | Open Balance | Jenny Comments  | Date       | Num                    | Open Balance   | Jenny Comments  | Date       | Num                  | Open Balance | COCO Approved OR Not Approved (N.A.) | Jenny Comments  |  |  |  |
|                           | 12/15/2022    | 71079   | 28,250.00    | Can be approved   | Not Approved -<br>As the invoice relates strictly to the increased cost of insurance for 2022 due to project delay, it should not be borne by the Project. Note, Coco did not participate in this negotiation and has repeatedly asked questions in support of this vendor's invoice.   | 11/30/2022    | 70815    | 6,667.00     | Same as above re: Andaz / Hyatt.  | 10/18/2022 | 70722        | 11,949.75    | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why?  | 10/07/2022 | 70701                  | 1,186.50       | Approved - confirm status of new application  | 09/01/2022 | 70485                | 28,250.00    |                                      | Explain if insurance was included in the original quotation as a separate line item?  |  |  |  |
| Total Core Architects Inc |               |         | 160,813.13   |   |   |               |          | 149,442.50   |   |            |              | 11,949.75    |   |            |                        | 295,710.30     |   |            |                      | 28,250.00    | Approved with question               |   |  |  |  |
| Daoust Vukovich LLP       |               |         |              |   |   | 11/30/2022    | 124296   | 1,024.06     | Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted. This is 100% a Mizrahi expense.   |            |              |              |   |            |                        |                |   |            |                      |              |                                      |   |  |  |  |
|                           |               |         |              |   |   | 11/30/2022    | 124294   | 19,529.37    | Coco approves payment contingent upon final results of the Court Case. If the Project is unsuccessful in the legal matter, Coco shall be entitled to seek damages against the GC - Mizrahi for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the unit would be delivered on time and on budget.   | 10/31/2022 | 123611       | 1,743.03     | Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted. This is 100% a Mizrahi expense.   | 09/30/2022 | 123015                 | 1,272.95       | Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted.   | 08/08/2022 | Credit @ Daoust (44- | 3,047.71     |                                      |   |  |  |  |
|                           |               |         |              |   |   | 11/30/2022    | 124295   | 1,695.00     | As per the Natalie Vukovich's invoice summary, Coco is requiring information as to why the lender is inquiring with respect to the Termination Right of KSFG? Why is Andaz addressing F+B in lieu of KSFG?  | 10/31/2022 | 123660       | 173,722.90   | Coco approves payment contingent upon final results of the Court Case. If the Project is unsuccessful in the legal matter, Coco shall be entitled to seek damages against the GC - Mizrahi for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the unit would be delivered on time and on budget. | 09/30/2022 | 123014-123017          | 151,610.82     | Approved & request a copy of all correspondences Vukovich sent to Mizrahi re: Apple Lease.  | 09/01/2022 | 122336-122337        | 83,744.70    |                                      | Submit a copy of the memos and correspondences from Apple as reference in the invoice   |  |  |  |
| Total Daoust Vukovich LLP |               |         | -            |   |   |               |          | 22,248.43    |   |            |              | 175,465.93   |   |            |                        | 152,883.77     |   |            |                      | 80,696.99    | Approved                             |   |  |  |  |
| Delta Furniture           |               |         |              |   |   |               |          | -            |   | 10/01/2022 | 12720R       | 1,960.50     | Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. <b>Altus Report "...increased hotel &amp; retail finishes budget (\$30,598,000). These items are risks to the budget...."</b> Coco has perpetually requested information with no response.    |            |                        |                |   |            |                      |              |                                      |   |  |  |  |
| Total Delta Furniture     |               |         | -            |   |   |               |          | -            |   |            |              | 1,960.50     |   |            |                        |                |   |            |                      |              |                                      |   |  |  |  |
| Dentons Canada LLP        | 01/01/2023    | 3727721 | 3,239.52     | Includes time charged for Coco dispute which should not be charged to the Project.  | Not approved -<br>Coco has not approved the incorporation of a new entity. Denton's has not communicated with Cocos on this subject matter as a 50% equity stakeholder.   | 12/01/2022    | 3720121  | 2,520.44     | As noted previously and below, Coco does not support the engagement of Rimer for the EMM case. Secondly, there has been no reporting or accountability to Coco.   |            |              |              |   | 10/01/2022 | 3704241                | 44,950.81      | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   |            |                      |              |                                      |   |  |  |  |
|                           | 01/01/2023    | 3727805 | 16,045.85    | Relates to strata severance   | Not approved -<br>In review of the invoice, Denton's references Strata Severance. However, in review of the invoice, it is apparent it includes, Mappro Realty Claim vs Mizrahi Developments Inc., Heritage Conservation District, Strategy Corp Strategy Meeting (purpose?); Court Attendance and Charges with Sam Mizrahi (Purpose?). | 12/01/2022    | 3720144  | 49,410.64    | Denton's invoice highlights matters of which Coco is not aware and require information prior to approval for payment of invoice. Just to mention a few - Heritage proceedings; staging permit issues; status of additional floors application; LPAT. To date, Rimer has not consulted with Coco on any matters, nor reported to Coco. Given his exclusive engagement and reporting to Mizrahi, all accounts should be for the account of Mizrahi. | 10/31/2022 | 3711630      | 4,636.89     | Denton's invoices reflects it is reporting solely to Sam Mizrahi, thus not reporting to a 50% client (Coco) and several matters on the Description of Work relate solely to Sam Mizrahi. For the record, Coco has not sent emails directly to Rimer, and the professional services memo is inaccurate.  | 10/01/2022 | 3704262                | 49,845.77      | Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS! | 08/15/2022 | 3694747              | 141,516.87   | Not approved                         | Coco has repeatedly requested a comprehensive review of the management of this file by Denton's (*)   |  |  |  |
|                           | 01/01/2023    | 3727824 | 32,558.35    | Relates to Mappro Realty  | Not approved -<br>Same as above re: Mappro Realty Inc injurious affection claim under Expropriation act on Mizrahi.<br>No details of claim provided to Coco. This is not a project cost and should be charged back to the construction contractor, Mizrahi.   | 12/01/2022    | 3720203  | 46,499.06    | Coco has previously requested information related to Municipal Code Violation and to date, no information has been provided. Coco does not support payment, as any by law infraction (noise violation) is for the account of the Developer, Mizrahi.  | 10/31/2022 | 3711639      | 5,179.95     | As noted previously and below, Coco does not support the engagement of Rimer for the EMM case. Secondly, there has been no reporting or accountability to Coco.   | 10/01/2022 | 3704294                | 36,531.82      | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   | 08/22/2022 | 3694352              | 107,348.12   | Not approved                         | Same as above & explain the consultant expert (*)   |  |  |  |
|                           | 01/01/2023    | 3727839 | 13,551.35    | Information on Municipal code violation is still pending and law infraction penalties should be paid by Developer and not charged to the project.   | Not Approved -<br>Information on Municipal code violation is still pending and law infraction penalties should be paid by Developer and not charged to the project.   | 12/01/2022    | 3720242  | 5,497.10     | Phil Rimer has not consulted with Coco regarding trust conveyance matter, thus, this is for the account of Mizrahi.   | 10/31/2022 | 3711659      | 47,235.97    | Coco does not support given Denton's has failed to report to the Client (50% Coco), and why has Strategy Corp been engaged?   | 10/01/2022 | 3704318                | 52,811.39      | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   | 09/01/2022 | 3699596              | 160,782.54   | Approved with question               | Is this invoice related to the additional floors or severance? Explain?   |  |  |  |
|                           | 01/01/2023    | 3727869 | 19,944.81    | Re: Trust conveyance. Rimer has not updated Coco on this matter and should not be charged to the project and paid directly by Mizrahi   | Not approved -<br>Rimer has not updated Coco on this matter and should not be charged to the project and paid directly by Mizrahi.  | 12/01/2022    | 3721599  | 10,350.67    | Denton's invoice details reference matters such as meting with Sam on the contol agreement; Cerieco, Bank of NY (KYC), all matters which Coco has not been consulted upon, nor informed. Once again, this is for the account of Mizrahi, as Denton's has failed to report to the Cocos.   | 10/31/2022 | 3711679      | 29,809.14    | Coco does not support given Denton's has failed to report to the Client (50% Coco). Why the Code Violation? What Code Violation(s)?   | 10/01/2022 | 3704339                | 17,531.66      | Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.   | 09/01/2022 | 3699625              | 61,726.96    | Not approved                         | Same as above & explain the consultant expert (*)   |  |  |  |
|                           | 01/01/2023    | 3618968 | 313,985.07   | Re: Project Orient for period October 2020 and June 2022 for debt funding agreements. Legal invoice is delayed and unsure if hours are correctly charged after such a long gap. This should be queried prior to approval. | Not approved -<br>This invoice references "Project Orient" for the period October 2020 and June 2022 for debt funding agreements.   |               |          |              |   | 10/31/2022 | 3711685      | 9,060.39     | Coco has not consented to Denton's as Project counsel, due to conflict of interest.   | 09/30/2022 | Credit @ Dentons 3699- | 3,238.56       | Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter. NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS! | 09/19/2022 | 3700938              | 41,547.22    | Not approved                         | Why is Wellington included in the invoice? Provide a copy of the M of L Charge / OHSA - GC responsibility & cost / Why was Coco not notified? |  |  |  |
| Total Dentons Canada LLP  |               |         | 399,324.95   |   | See all comments above.   |               |          | 114,277.91   |   |            |              | 95,922.34    |   |            |                        | 198,432.89     |   |            |                      | 512,921.71   |                                      |   |  |  |  |
| Design Agency             |               |         |              |   |   | 12/01/2022    | 26873-R1 | 8,374.29     | Not Approved -- First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mizrahi, sharing the same concerns as noted in the Altus Report.  | 11/01/2022 | 26778        | 1,047.20     | Not Approved -- First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mizrahi, sharing the same concerns as noted in the Altus Report.  |            |                        |                | Andaz Hotel Design changes beyond original scope of work continue to be disputed, as Coco (50% stakeholder has not been engaged nor consulted with) and clarification required.   | 09/01/2022 | 26542                | 13,367.38    | Approved with question               | Why has budget been exceeded again?   |  |  |  |
|                           |               |         |              |   |   |               |          |              |   | 11/01/2022 | 26779        | 7,198.10     |   | 10/01/2022 | 26652                  | 6,834.52       |   |            |                      |              |                                      |   |  |  |  |

|   | December 2022 |        |              |  |   | November 2022 |                  |              |   |            | October 2022 |              |  |            |        | September 2022 |                |            |                |              | August 2022                          |  |  |  |
|---|---------------|--------|--------------|--|---|---------------|------------------|--------------|---|------------|--------------|--------------|--|------------|--------|----------------|----------------|------------|----------------|--------------|--------------------------------------|--|--|--|
| Vendor  | Date          | Num    | Open Balance | DC Comments  | Jenny Comments  | Date          | Num              | Open Balance | Jenny Comments  | Date       | Num          | Open Balance | Jenny Comments   | Date       | Num    | Open Balance   | Jenny Comments | Date       | Num            | Open Balance | COCO Approved OR Not Approved (N.A.) | Jenny Comments   |  |  |
|   | 12/16/2022    | 26957  | 4,035.10     | Relates to Hotel for which budget is not approved. Therefore, this invoice should not be approved. | Not approved -<br>Hotel and Retail budget remain outstanding as per prior comments. Further, the budget has escalated to \$27M, well in excess of the approved budget of \$18M.   |               |                  | 8,374.29     |   | 09/01/2022 | 26543        | 6,780.00     | Not approved for the same concerns noted above   |            |        | 6,834.52       |                |            |                | 13,367.38    |                                      |  |  |  |
| Total Design Agency                             |               |        | 4,035.10     |  |   |               |                  | 8,374.29     |   |            |              | 6,780.00     |  |            |        | 6,834.52       |                |            |                | 13,367.38    |                                      |  |  |  |
| Dolce Magazine Publishing Inc.                  |               |        |              |  |   |               |                  |              |   |            |              | 18,028.30    |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   | 12/13/2022    | 15747  | 15,481.00    | Marketing costs: Total spend exceeds budget limit of \$15m, so this invoice should not be approved | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. |               |                  | -            |   |            |              | -            |  | 11/10/2022 | 15542  | 15,481.00      | Not approved   |            |                | -            |                                      |  |  |  |
| Total Dolce Magazine Publishing Inc.            |               |        | 15,481.00    |  |   |               |                  | -            |   |            |              | -            |  |            |        | 15,481.00      |                |            |                | -            |                                      |  |  |  |
| Dometic Corporation                             |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   | 12/12/2022    | 440-MUR-002B-R01 | 1,533.72     | As per current and prior months (over many years), supported by the Altus Report requesting the same, until a budget is received for Andaz, there shall be no approvals from Coco.                |            |              | -            |  |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Total Dometic Corporation                       |               |        | -            |  |   |               |                  | 1,533.72     |   |            |              | -            |  |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Ernst & Young LLP                               |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
| Total Ernst & Young LLP                         |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        | -              |                | 09/07/2022 | CA01C100429654 | 3,672.50     | Approved                             |  |  |  |
| Farmboy   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   |               |                  | -            |   | 10/01/2022 | P1-4089-50   | 4,407.00     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Total Farmboy                                   |               |        | -            |  |   |               |                  | -            |   |            |              | 4,407.00     |  |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Fasken Martineau DuMoulin LLP                   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   |               |                  | -            |   | 12-21-2022 | 1668855      | 1,429.45     | Not approved, two outstanding concerns: i) what is SNDAA?; and, ii) Hana loan poses concerns given the pending legal matter regarding commissions paid to employees of Lenders.                                    |            |        | -              |                | 08/01/2022 | 1702729        | 127,060.17   | Not Approved                         | This is a Sam Mizrahi / Terry / Callan Invoice                           |  |  |
| Total Fasken Martineau DuMoulin LLP             |               |        | -            |  |   |               |                  | -            |   | 10/31/2022 | 1767868      | 3,107.50     | Same as above  |            |        | -              |                | 08/24/2022 | 1752782        | 56,157.05    | Approved                             |  |  |  |
| Fleetwood Fine Furniture International LP       |               |        |              |  |   |               |                  | -            |   | 10/31/2022 | 1767867      | 8,620.72     | Same as above  |            |        | -              |                |            |                | 183,217.22   |                                      |  |  |  |
|   |               |        | -            |  |   |               |                  | -            |   |            |              | 13,357.67    |  |            |        | -              |                |            |                |              |                                      |  |  |  |
| Total Fleetwood Fine Furniture International LP |               |        | -            |  |   |               |                  | -            |   | 10/01/2022 | SLH22639-1   | 7,675.00     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |        | -              |                |            |                |              |                                      |  |  |  |
| Fogler Rubinoff LLP                             |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
| Total Fogler Rubinoff LLP                       |               |        | -            |  |   |               |                  | -            |   |            |              | -            |  |            |        | -              |                | 09/01/2022 | 22207474       | 11,300.00    | Approved                             |  |  |  |
| GemStar Group                                   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   | 11/01/2022    | 2110-1           | 33,894.00    | Same as above, as per current and prior months (over many years), supported by the Altus Report requesting the same, until a budget is received for Andaz, there shall be no approvals from Coco. |            |              | -            |  |            |        | -              |                |            |                |              |                                      |  |  |  |
| Total GemStar Group                             |               |        | -            |  |   |               |                  | 33,894.00    |   |            |              | -            |  |            |        | -              |                |            |                |              |                                      |  |  |  |
| Glaholt Bowles LLP                              |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   |               |                  | -            |   | 09/30/2022 | 26890        | 48,439.65    | Neither legal counsel nor Mizrahi provided information related to all of the disputes as noted: Cult Iron? H Levitt? Seele? Gamma? Limen? Who is Hockman ? What is the Bell Canada Claim?                          |            |        | -              |                | 09/01/2022 | 26748          | 32,778.90    |                                      |  |  |  |
| Total Glaholt Bowles LLP                        |               |        | -            |  |   |               |                  | -            |   | 10/19/2022 | 27068        | 48,225.01    | Same as above  |            |        | -              |                | 09/01/2022 | 26784          | 16,950.00    | Approved with question               | Provide a copy of the information related to the Gamma and Limen dispute |  |  |
|   |               |        | -            |  |   |               |                  | -            |   |            |              | 96,664.66    |  |            |        | -              |                |            |                | 48,728.90    |                                      |  |  |  |
| GNG Sales Inc.                                  |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        | -            |  |   |               |                  | -            |   | 11/01/2022 | IN00041      | 28,240.37    | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Total GNG Sales Inc.                            |               |        | -            |  |   |               |                  | -            |   |            |              | 28,240.37    |  |            |        | -              |                |            |                | -            |                                      |  |  |  |
| Hampson Writes Communications Ltd.              |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   | 12/12/2022    | MZ1365 | 1,695.00     | Marketing costs: Total spend exceeds budget limit of \$15m, so this invoice should not be approved | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. |               |                  | 6,102.00     | See comments below.   | 10/28/2022 | MZ1358       | 7,684.00     | See comment below - summarized   | 09/20/2022 | MZ1352 | 7,684.00       | Not approved   | 08/23/2022 | MZ1347         | 1,695.00     |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  | 09/20/2022 | MZ1353 | 6,102.00       | Not approved   | 08/23/2022 | MZ1349         | 7,458.00     |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |
|   |               |        |              |  |   |               |                  |              |   |            |              |              |  |            |        |                |                |            |                |              |                                      |  |  |  |

| Vendor                                     | December 2022 |              |              |  |   | November 2022 |              |              |   | October 2022 |            |              |                                     | September 2022 |               |              |  | August 2022  |            |              |                                      |   |  |
|--|---------------|--------------|--------------|--|---|---------------|--------------|--------------|---|--------------|------------|--------------|-------------------------------------|----------------|---------------|--------------|--|--|------------|--------------|--------------------------------------|---|--|
|  | Date          | Num          | Open Balance | DC Comments  | Jenny Comments  | Date          | Num          | Open Balance | Jenny Comments  | Date         | Num        | Open Balance | Jenny Comments                      | Date           | Num           | Open Balance | Jenny Comments   | Date   | Num        | Open Balance | COCO Approved OR Not Approved (N.A.) | Jenny Comments  |  |
|  | 12/14/2022    | MZ1366       | 6,102.00     | Marketing costs: Total spend exceeds budget limit of \$15m, so this invoice should not be approved                     | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of <b>\$2.7M</b> over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | 11/22/2022    | MZ1363       | 2,486.00     | See comments below.   | 11/03/2022   | MZ1360     | 960.50       | See comment below - Holiday Party?? | 09/20/2022     | MZ1355        | 2,486.00     | Not approved   | 08/29/2022   | MZ1351     | 6,102.00     |                                      |   |  |
|  | 12/20/2022    | MZ1367       | 7,066.00     |  | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:<br>"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of <b>\$2.7M</b> over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | 11/22/2022    | MZ1364       | 7,910.00     | See comments below.   | 11/03/2022   | MZ1361     | 1,696.00     | See comment below - summarized      | 10/17/2022     | MZ1356        | 6,102.00     |  | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                    | 08/30/2022 | MZ1348       | 565.00                               |   |  |
| Total Hampson Writes Communications Ltd.   |               |              | 14,803.00    |  |   |               |              | 16,496.00    |   |              |            | 10,339.50    |                                     |                |               | 24,069.00    |  |  |            | 17,515.00    | Not Approved                         | Communication Budget exceeded over 300% with no approvals from Coco |  |
| Harris Sheaffer LLP                        |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |
| Total Harris Sheaffer LLP                  |               |              | -            |  |   | 11/28/2022    | 144084       | 2,003.92     | Approved contingent upon receipt of additional information regarding the requirement of a letter to Tarion, and the release of purchaser's deposit monies. Explain? |              |            |              |                                     |                |               |              |  | 08/29/2022   | 142900     | 5,743.01     | 5,743.01                             | Approved  |  |
| Henein Hutchison LLP.                      |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |
|  | 12/01/2022    | 20931        | 21,541.76    | Invoice paid on 29 Dec 2022 unilaterally w/o Coco approval. Relates to McCarthy, CEREIFCO and default notices Nov 2022 | Not Approved -<br>However, Mizrahi already processed this invoice last month (12/22) without notification to Coco. Hana was aware this invoice was not on the payment listing and proceeded to process payment without notification to Coco. Hana proceeded to allow Mizrahi to process and wired funds accordingly. See attached invoice and wire transfer. Coco has never approved to retain Henein Hutchison as legal counsel for the Project.   |               |              |              |   | 11/01/2022   | 002 (xxxx) | 50,000.00    |                                     | 09/18/2022     | 20341         | 117,626.67   | Not approved, Coco contests payment of Henein who is not legal counsel to the Project. Secondly, why has the law firm not provided all details of account? Why is Mizrahi not disclosing this information? |  |            |              |                                      |   |  |
|  | 12/31/2022    | 21179        | 22,415.81    | Relates to McCarthy, CEREIFCO and default notices Dec 2022   | Mizrahi to provide list of litigation and updates on all cases/claims as previously requested by Coco. To date there has been no response to Coco's request. [Attachment 3]<br><br>Not Approved -<br>Coco has never approved to retain Henein Hutchison as legal counsel for the Project and this invoice should not be paid.   |               |              |              |   | 11/11/2022   | 20770      | 8,790.95     | See above                           | 10/04/2022     | Draft Payment | -            | 133,801.62   | Not approved, Coco contests payment of Henein who is not legal counsel to the Project. Secondly, why has the law firm not provided all details of account? Why is Mizrahi not disclosing this information? |            |              | -                                    | -   |  |
| Total Henein Hutchison LLP.                |               |              | 43,957.57    |  |   |               |              | -            |   |              |            | 58,790.95    |                                     |                |               | 102,459.35   |  |  |            |              |                                      |   |  |
| IBI Group Professional Services Inc.       |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |
|  | 12/01/2022    | 10095111     | 932.11       | Unclear on scope of works but it was approved in October 2022  | Not approved -<br>Unclear on scope of works, with no details attached.  |               |              |              |   |              |            |              |                                     |                |               |              |  | 09/01/2022   | 10090513   | 2,259.29     |                                      |   |  |
|  | 12/15/2022    | 10099842     | 1,130.06     | Unclear on scope of works but it was approved in October 2022  | Not approved -<br>Unclear on scope of works, with no details attached.  |               |              |              |   |              |            |              |                                     |                |               |              |  | 09/01/2022   | 10092805   | 2,703.85     |                                      |   |  |
| Total IBI Group Professional Services Inc. |               |              | 2,062.17     |  |   |               |              | -            |   |              |            |              |                                     |                |               |              |  | 09/01/2022   | 10094268   | 6,850.18     | 11,813.32                            | Approved  |  |
| Innofab Millwork Corp.                     |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |
| Total Innofab Millwork Corp.               |               |              | -            |  |   |               |              | -            |   |              |            |              |                                     | 10/13/2022     | 18366         | 16,696.86    | Not approved - no details, no information. What does this pertain to?  |  |            | -            | -                                    |   |  |
| Jensen Hughes Consulting Canada Ltd.       |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |
|  | 12/30/2022    | INV4-0072097 | 678.00       | Unclear on scope of works  | Not approved -<br>Unclear on scope of works, with no details attached.  | 11/17/2022    | INV4-0071160 | 3,474.75     | Not approved, no information on contract.   |              |            |              |                                     | 09/18/2022     | INV4-0066637  | 2,395.60     | Not approved   |  |            |              |                                      |   |  |
|  | 12/30/2022    | INV4-0072098 | 1,186.50     | Unclear on scope of works - related to partial occupancy code change suport  | Not approved -<br>Unclear on scope of works, with no details attached.  | 11/17/2022    | INV4-0071501 | 17,138.97    | Not approved, no information on contract.   |              |            |              |                                     | 09/18/2022     | INV4-0066638  | 1,610.25     | Not approved   |  |            |              |                                      |   |  |
| Total Jensen Hughes Consulting Canada Ltd. |               |              | 1,864.50     |  |   |               |              | 20,613.72    |   |              |            |              |                                     |                |               | 4,005.85     |  |  |            |              |                                      |   |  |
| Jones Lang LaSalle Real Estate Services    |               |              |              |  |   |               |              |              |   |              |            |              |                                     |                |               |              |  |  |            |              |                                      |   |  |

| Vendor  | December 2022 |             |              |  |   | November 2022 |  |              |  |            | October 2022 |              |  |            |           | September 2022 |   |            |      |              | August 2022   |                               |  |  |  |
|---|---------------|-------------|--------------|--|---|---------------|--|--------------|--|------------|--------------|--------------|--|------------|-----------|----------------|---|------------|------|--------------|---|-------------------------------|--|--|--|
|   | Date          | Num         | Open Balance | DC Comments  | Jenny Comments  | Date          | Num  | Open Balance | Jenny Comments   | Date       | Num          | Open Balance | Jenny Comments   | Date       | Num       | Open Balance   | Jenny Comments  | Date       | Num  | Open Balance | COCO Approved OR Not Approved (N.A.)                                | Jenny Comments                |  |  |  |
| Total Jones Lang LaSalle Real Estate Services | 12/01/2022    | CA014032444 | 4,700.80     | Unsure on scope of works. Billed for Commissioning services. Last invoiced in June 2020.                                       | Not approved -<br>Unclear on Contract for the sum of \$81,040.  |               |  | -            |  |            |              | -            |  |            |           | -              |   |            |      |              |   |                               |  |  |  |
| Joy Von Tiedemann Photography Inc.            |               |             | 4,700.80     |  |   |               |  |              | -  |            |              |              | -  |            |           |                | -   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
| Total Joy Von Tiedemann Photography Inc.      |               |             | -            |  |   |               |  | 21,879.64    | above.   |            |              | -            |  |            |           | -              |   |            |      |              | -   |                               |  |  |  |
| JF Fabrics                                    |               |             |              |  |   |               |  |              |  |            |              |              | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |           | -              |   |            |      | -            |   |                               |  |  |  |
| Total JF Fabrics                              |               |             | -            |  |   |               |  | -            |  | 10/01/2022 | 2412         | 2,085.59     |  |            |           | -              |   |            |      |              | -   |                               |  |  |  |
| KEB Hana Bank Canada                          |               |             | -            |  |   |               |  | -            |  |            |              | -            |  | 10/10/2022 | LG \$369K | 1,846.60       |   |            |      | -            |   |                               |  |  |  |
|   |               |             |              |  |   | 12/15/2022    | LC 4.6 K Renewal   | 100.00       | Invoice has already been paid and processed.   |            |              | -            |  | 10/14/2022 | LG \$228K | 1,140.36       |   |            |      | -            |   |                               |  |  |  |
|   |               |             |              |  |   | 12/14/2022    | <a href="#">LG Renewal fee</a><br><a href="#">City of Toronto</a><br><a href="#">for Heritage</a><br><a href="#">Easement</a><br><a href="#">\$750.000</a><br><a href="#">Renewal</a><br><a href="#">fee@80.875%</a><br><a href="#">extension 6</a><br><a href="#">months - exp</a><br><a href="#">10-Aug-2023</a>       | 6,912.50     |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   | 12/14/2022    | <a href="#">LG Renewal fee</a><br><a href="#">City of Toronto</a><br><a href="#">for Storm sewer</a><br><a href="#">\$269,320.16</a><br><a href="#">Renewal</a><br><a href="#">fee@80.875%</a><br><a href="#">extension 6</a><br><a href="#">months - exp</a><br><a href="#">10-Aug-2023</a>                             | 3,231.55     |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   | 12/14/2022    | <a href="#">LG Renewal fee</a><br><a href="#">City of Toronto</a><br><a href="#">for Base Park</a><br><a href="#">Improvements</a><br><a href="#">\$228,071.88</a><br><a href="#">Renewal</a><br><a href="#">fee@1.00%</a><br><a href="#">extension 7</a><br><a href="#">months - exp</a><br><a href="#">14-Aug-2023</a> | 2,280.72     | Note: solely signed by Sam Mirazhi without Coco consent.   |            |              | -            |  |            |           | 2,966.96       |   |            |      | -            |   |                               |  |  |  |
| Total KEB Hana Bank Canada                    |               |             | -            |  |   |               |  | 12,524.77    |  |            |              | -            |  |            |           | 2,966.96       |   |            |      | -            |   |                               |  |  |  |
| Krcmar Surveyors Ltd.                         |               |             |              |  | Approved conditional upon receipt of information on Contract and Scope of Work. Any additional increase in costs will put this package costs over-budget.   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   | 12/01/2022    | 50449/22    | 12,000.70    | Survey plotting, GPS and field visit   | Approved conditional upon receipt of information on Contract and Scope of Work. Any additional increase in costs will put this package costs over-budget.   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   | 12/30/2023    | 51417/22    | 14,888.43    | Survey plotting, GPS and field visit   | Approved conditional upon receipt of information on Contract and Scope of Work. Any additional increase in costs will put this package costs over-budget.   | 12/01/2022    | 51255/28   | 6,793.05     | Approved contingent upon information regarding YTD / Budget.   | 11/01/2022 | 50949-22     | 19,352.18    | Approved   | 10/01/2022 | 50616-22  | 16,663.95      | Approved  |            |      | -            |   |                               |  |  |  |
| Total Krcmar Surveyors Ltd.                   |               |             | 26,889.13    |  |   |               |  | 6,793.05     |  |            |              | 19,352.18    |  |            |           | 16,663.95      |   |            |      | -            |   |                               |  |  |  |
| Lacquer Craft Hospitality Inc.                |               |             |              |  |   |               |  |              |  |            |              |              | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |           | -              |   |            |      | -            |   |                               |  |  |  |
| Total Lacquer Craft Hospitality Inc.          |               |             | -            |  |   |               |  | -            |  | 10/24/2022 | 11899        | 8,478.00     |  |            |           | -              |   |            |      | -            |   |                               |  |  |  |
| Laughlin Solutions Incorporated               |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   | 12/29/2022    | 2022-155    | 12,430.00    | Transportation Service Permit for Meritz charges. Last month's JC comments states that permit work should have been completed. | Not approved - Coco was advised all permits were received, yet charges continue to exist for permitting. It is apparent there are documents required by Meritz. Coco not informed. Request details of communication required by Lender from Borrower - Mizrahi? | 11/27/2022    | 2022-135   | 6,780.00     | Approval contingent upon receipt of information regarding the building, plumbing and HVAC Permits. Coco was advised all permits were received, it is apparent there are several outstanding from this invoice for services rendered. | 11/04/2022 | 2022-126     | 27,120.00    | Not approved until details provided related to all matters discussed herein.   | 10/06/2022 | 2022-120  | 4,520.00       | What was the value of the original contract? Provide details - without details NOT APPROVED.  |            |      | -            |   |                               |  |  |  |
| Total Laughlin Solutions Incorporated         |               |             | 12,430.00    |  |   |               |  | 6,780.00     |  |            |              | 27,120.00    |  |            |           | 15,620.00      |   |            |      | -            |   |                               |  |  |  |
| Lawrence Finn and Associates Limited          |               |             |              |  |   | 11/10/2022    | 4463   | 6,305.40     | See below  |            |              |              |  | 09/18/2022 | 4457      | 9,350.75       |   | 08/19/2022 | 4453 | 6,746.10     |   |                               |  |  |  |
|   |               |             |              |  |   | 11/22/2022    | 4464   | 2,373.00     | See below  |            |              |              |  | 08/27/2022 | 4454      | 9,337.19       |   | 08/27/2022 | 4454 | 9,337.19     |   |                               |  |  |  |
|   |               |             |              |  |   | 11/22/2022    | 4465   | 9,467.00     | See below  | 10/14/2022 | 4460         | 9,311.20     |  | 09/20/2022 | 4458      | 7,910.00       |   | 09/27/2022 | 4455 | 2,906.75     |   |                               |  |  |  |
|   |               |             |              |  |   | 11/28/2022    | 4466   | 7,994.75     | See below  | 11/07/2022 | 4461         | 8,051.25     |  | 09/29/2022 | 4459      | 2,373.00       |   |            |      | 7,926.95     |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
|   |               |             |              |  |   |               |  |              |  |            |              |              |  |            |           |                |   |            |      |              |   |                               |  |  |  |
| Total Lawrence Finn and Associates Limited    |               |             | -            |  |   |               |  | 26,140.85    | above.   |            |              | 17,362.45    | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI                            |            |           | 19,633.75      | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI |            |      | 26,919.99    | Communication Budget exceeded over 300% with no approvals from Coco |                               |  |  |  |
| Lerch Bates Inc.                              |               |             | -            |  |   |               |  | -            |  |            |              | -            |  |            |           | -              |   |            |      | -            |   |                               |  |  |  |
| Total Lerch Bates Inc.                        |               |             | -            |  |   |               |  | -            |  |            |              | -            |  |            |           | -              |   |            |      | 12,350.00    | Approved with question  | Why was Lerch Bates retained? |  |  |  |

| Vendor                                   | December 2022 |           |              |  | Jenny Comments  | November 2022 |         |              |  | Jenny Comments | October 2022 |            |  |            | Jenny Comments | September 2022 |   |              |               | Jenny Comments | August 2022 |          |              |                                      | Jenny Comments |
|--|---------------|-----------|--------------|--|---|---------------|---------|--------------|--|----------------|--------------|------------|--|------------|----------------|----------------|---|--------------|---------------|----------------|-------------|----------|--------------|--------------------------------------|----------------|
|  | Date          | Num       | Open Balance | DC Comments  |   | Date          | Num     | Open Balance |  |                | Date         | Num        | Open Balance   |            |                | Date           | Num   | Open Balance |               |                | Date        | Num      | Open Balance | COCO Approved OR Not Approved (N.A.) |                |
| Live Build Inc                           |               |           | -            |  |   |               |         | -            |  |                |              | -          |  |            |                | -              |   | 08/30/2022   | 292           | 24,860.00      |             |          |              |                                      |                |
| Total Live Build Inc                     |               |           | -            |  |   |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | 24,860.00      | Approved    |          | Prepayment   |                                      |                |
| Lord Cultural Resources                  |               |           | -            |  |   |               |         | -            |  |                |              | -          |  |            |                | -              |   | 09/01/2022   | 0002385.00-20 | 1,372.95       |             |          |              |                                      |                |
| Total Lord Cultural Resources            |               |           | -            |  |   |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | 1,372.95       | Approved    |          |              |                                      |                |
| Luis Vega                                |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Luis Vega                          |               |           | -            |  |   | 11/25/2022    | 267     | 1,750.00     | Same comment regarding communication expenditures as per above.  |                |              | -          |  |            |                | -              |   |              |               |                |             |          |              |                                      |                |
| Masters Insurance Limited                |               |           | -            |  |   |               |         | 1,750.00     |  |                |              | -          |  |            |                | -              |   | 10/03/2022   | 406837-B      | 23,437.08      | Approved    |          |              |                                      |                |
| Total Masters Insurance Limited          |               |           | -            |  |   |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| McIntosh Perry Limited                   |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total McIntosh Perry Limited             | 12/01/2022    | 92862     | 1,859.98     | Consulting for Concrete mix  | Not Approved - Awaiting details of "extra" items.   | 11/01/2022    | 92327   | 1,564.49     | Approved subject to receipt of information regarding fire damage.  | 10/01/2022     | 91652        | 3,352.15   | Approved   | 09/29/2022 | 56937          | 3,898.50       | Not approved, this is a different Project # CCO-232030-00 Phase 71 reference.                                   | 09/01/2022   | 91258         | 3,511.76       |             |          |              |                                      |                |
| MCW Consultants Ltd.                     |               |           |              |  |   |               |         | 1,564.49     |  |                |              | 3,979.30   |  |            |                | 3,898.50       |   |              |               | 7,783.16       | Approved    |          |              |                                      |                |
|  |               |           |              |  |   | 11/01/2022    | 54881   | 3,955.00     | Approved - within budget and scope of original contract (NOTE: All others approved below with same comment.)   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/02/2022    | 54986   | 7,345.00     | Not approved - why additional service letter? What is the scope of work change?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/03/2022    | 55082   | 3,955.00     | Approved - within budget and scope of original contract (NOTE: All others approved below with same comment.)   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/04/2022    | 55223   | 986.41       | Not approved - why was another consultant required?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/07/2022    | 55269   | 3,955.00     | Approved - within budget and scope of original contract (NOTE: All others approved below with same comment.)   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/08/2022    | 55372   | 4,746.00     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/09/2022    | 55474   | 3,955.00     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/10/2022    | 55679   | 3,955.00     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/11/2022    | 55728   | 4,237.50     | Not approved - why additional service letter?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/14/2022    | 55865   | 3,955.00     | What is the scope of work change?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/15/2022    | 55957   | 5,030.76     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/16/2022    | 55999   | 1,491.60     | Not approved, why are there hotel suite revisions?   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/17/2022    | 56085   | 3,955.00     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              |  |   | 11/29/2022    | 56291   | 3,955.00     | Approved   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  | 12/20/2022    | 56490     | 3,955.00     | Construction administration  | Not approved - Why additional service letter?   | 11/29/2022    | 56292   | 1,210.72     | Not approved - why additional service letter? What is the scope of work change?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           |              | New tenant's MEP requirement feasibility study. Has this been requested by the tenant post-factum? |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total MCW Consultants Ltd.               | 12/20/2022    | 56491     | 1,210.72     |  | Approved - within scope of contract.  | 12/01/2022    | 56347   | 5,791.25     | Not approved - why additional service letter? What is the scope of work change?  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  |               |           | 5,165.72     |  |   |               |         | 62,479.24    |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Metro Acquisition 2004 Inc.              |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Metro Acquisition 2004 Inc.        |               |           | -            |  |   | 12/01/2022    | M057478 | 1,986.89     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.         | 10/01/2022     | PF0152525-3  | 466.83     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. |            |                | -              |   |              | -             |                |             |          |              |                                      |                |
|  |               |           | -            |  |   |               |         | 1,986.89     |  |                |              | 466.83     |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Michael London Design Inc.               |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Michael London Design Inc.         | 12/16/2022    | IN-100874 | 500.03       | Discussion on rendering made Interior Design Services Feb25-Jun15 '2021                            | Not Approved - What interior design services have been retained? Explain?   |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| MLT Atkins LLP                           |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total MLT Atkins LLP                     | 12/01/2022    | 6304929   | 408.80       | Manitoba annual return fee services. Should this be charged to the project?                        | Approved for MB annual return.  |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Moon-Matz Ltd.                           |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Moon-Matz Ltd.                     |               |           | -            |  |   |               |         | -            |  |                |              |            |  | 10/19/2022 | 19597          | 5,537.00       | Approved contingent upon receipt of a budget  |              |               | -              |             |          |              |                                      |                |
| Mulvey & Banani Audio Visual Inc.        |               |           |              |  |   |               |         |              |  |                |              |            |  | 11/01/2022 | 19844          | 5,537.00       | Approved contingent upon receipt of a budget  |              |               | -              |             |          |              |                                      |                |
| Total Mulvey & Banani Audio Visual Inc.  |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                | 11,074.00      |   |              | -             |                |             |          |              |                                      |                |
| Mulvey & Banani International Inc.       |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Mulvey & Banani Audio Visual Inc.  | 12/06/2022    | 150163    | 18,645.00    | BI & ICT Engg. Related. Contract not provided  | Not approved until Coco is in receipt of Contract   | 11/08/2022    | 148512  | 18,645.00    | See below.   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Mulvey & Banani Lighting Inc.            |               |           |              |  |   | 11/08/2022    | 148513  | 39.15        | See below.   |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Total Mulvey & Banani Audio Visual Inc.  |               |           | 18,645.00    |  |   |               |         | 18,684.15    | Not approved until Coco is in receipt of contract details.   |                |              | -          |  |            |                | -              |   |              |               | -              |             | Approved |              |                                      |                |
| Mulvey & Banani Lighting Inc.            |               |           |              |  |   |               |         |              |  |                |              |            |  | 11/08/2022 | 3327           | 3,164.00       | Not approved until "additional scope of work" information is provided   |              |               | -              |             |          |              |                                      |                |
| Total Mulvey & Banani Lighting Inc.      |               |           | -            |  |   |               |         | -            |  |                |              | 3,164.00   |  |            |                | -              |   | 09/06/2022   | 3209          | 2,712.00       |             |          |              |                                      |                |
| NEEZO Studios Inc.                       |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               | -              |             |          |              |                                      |                |
| Total NEEZO Studios Inc.                 |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               | -              |             |          |              |                                      |                |
| Nelnor Construction                      |               |           |              |  |   | 11/30/2022    | 5973    | 15,780.45    |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Nelnor Construction                |               |           | -            |  |   |               |         | 15,780.45    | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comments above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their monthly Report. |                |              | -          |  |            |                | -              |   |              | -             |                |             |          |              |                                      |                |
| Northern Feather Canada Ltd.             |               |           |              |  |   | 12/01/2022    | 145115  | 1,153.17     | Same as above.   |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Northern Feather Canada Ltd.       |               |           | -            |  |   |               |         | 1,153.17     |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Onyx-Fire Protection Services Inc.       |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
| Total Onyx-Fire Protection Services Inc. | 12/09/2022    | 20095     | 13,096.41    |  | Not approved until a Contract is submitted. What is the value?  |               |         | -            |  |                |              | -          |  |            |                | -              |   |              |               | -              |             |          |              |                                      |                |
| Oslar, Hoskins & Harcourt LLP            |               |           |              |  |   |               |         |              |  | 06/29/2022     | 12645811     | 37,330.57  | Paid CHQ# 1289   |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  | 12/20/2022    | 12712308  | 39,687.30    |  | Not approved - not all project related costs, several related to Mizrahi buyout of Coco and KYC - BNY Mellon Bank |               |         |              |  | 10/26/2022     | 12686340     | 90,156.09  | Paid CHQ# 1289   |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  | 12/20/2022    | 12716860  | 1,404.03     |  | Not approved - not a project related cost, as it relates to IBIS Capital claim.                                   |               |         |              |  | 11/07/2022     | 12695816     | 75,105.00  | Approved conditional upon receipt of all supporting back up for the invoice.   | 09/26/2022 | 12675824       | 221,367.74     | Approved conditional upon receipt of all supporting back up for the invoice. Siva to request a copy from legal. | 09/26/2022   | 12666248      | 46,760.70      |             |          |              |                                      |                |
| Total Oslar, Hoskins & Harcourt LLP      |               |           | 41,091.33    |  |   |               |         | -            |  |                |              | 202,991.66 |  |            |                | 221,367.74     |   |              |               | 46,760.70      | Approved    |          |              |                                      |                |
| Read Jones Christoffersen Ltd.           |               |           |              |  |   |               |         |              |  |                |              |            |  |            |                |                |   |              |               |                |             |          |              |                                      |                |
|  | 01/01/2023    | 396909    | 130.35       |  | Approved  |               |         |              |  | 10/31/2022     | 390861       | 1,362.84   | Approved - within Budget   | 09/30/2022 | 388090         | 5,085.00       |   | 08/31/2022   | 385018        | 3,051.00       |             |          |              |                                      |                |
|  | 01/01/2023    | 396910    | 10,170.00    |  | Approved  |               |         |              |  | 10/31/2022     | 391276       | 5,085.00   | Approved - within Budget   | 09/30/2022 | 388091         | 14,690.00      |   | 08/31/2022   | 385019        | 2,034.00       |             |          |              |                                      |                |
|  | 01/01/2023    | 396911    | 9,548.50     |  | Approved  | 11/30/2022    | 393678  | 1,076.33     | Approved - within budget.  |                |              |            |  | 09/30/2022 | 388092         | 251.15         |   | 08/31/2022   | 385020        | 14,690.00      |             |          |              |                                      |                |



| Vendor   | December 2022 |               |              |   |  | November 2022                     |              |              |  | October 2022 |               |              |  | September 2022 |               |              |  | August 2022 |               |              |                                      |   |
|--|---------------|---------------|--------------|---|--|-----------------------------------|--------------|--------------|--|--------------|---------------|--------------|--|----------------|---------------|--------------|--|-------------|---------------|--------------|--------------------------------------|---|
|  | Date          | Num           | Open Balance | DC Comments   | Jenny Comments   | Date                              | Num          | Open Balance | Jenny Comments   | Date         | Num           | Open Balance | Jenny Comments   | Date           | Num           | Open Balance | Jenny Comments   | Date        | Num           | Open Balance | COCO Approved OR Not Approved (N.A.) | Jenny Comments  |
| Total Read Jones Christoffersen Ltd.<br>Rebar Enterprises Inc. | 12/30/2022    | 396940        | 1,076.33     | Façade Engg   | Approved conditional upon confirmation the scope of work for Design / Construction / Bidding Support is 100% complete and there are no additional Project costs. Secondly, why is contract Administration at 75.5% if the construction work is only 48% as of November 2022?   | 11/30/2022                        | 393715       | 19,831.50    | Approved - within budget.  | 10/31/2022   | 391277        | 14,690.00    | Approved - within Budget   | 10/01/2022     | 388062        | 1,076.33     | Approved   | 09/01/2022  | 386104        | 1,076.33     | 26,851.33                            | Approved  |
| Total Rebar Enterprises Inc.                                   |               |               | 26,825.16    |   |  |                                   |              | 26,907.83    |  |              |               | 21,137.94    |  |                |               | 21,192.46    |  |             |               |              |                                      |   |
| Total Rebar Enterprises Inc.                                   | 01/01/2023    | 18990         | 678.00       |   | Approved   |                                   |              |              |  | 10/20/2022   | 19364         | 406.80       |  |                |               |              |  | 09/01/2022  | 18366         | 406.80       |                                      |   |
|  | 01/01/2023    | 19054         | 542.40       |   | Approved   |                                   |              |              |  | 10/20/2022   | 19365         | 474.60       |  |                |               |              |  | 09/01/2022  | 18367         | 813.60       |                                      |   |
|  | 01/01/2023    | 19055         | 339.00       |   | Approved   |                                   |              |              |  | 10/31/2022   | 19438         | 28,378.93    |  |                |               |              |  | 09/01/2022  | 18368         | 339.00       |                                      |   |
|  | 01/01/2023    | 19126         | 15,273.77    | Steel Fabrication and Wall  | Approved   |                                   |              |              |  |              |               |              |  |                |               |              |  | 09/01/2022  | 18689         | 717.90       |                                      |   |
| Total Rebar Enterprises Inc.                                   |               |               | 16,833.17    |   |  |                                   |              | -            |  |              |               | 29,260.33    | Approved.  |                |               |              |  | 09/01/2022  | 18877         | 3,591.94     | 5,869.24                             | Approved  |
| Remy Del Bel   |               |               |              |   |  | re: Kosher meals and event rental |              |              | NOT APPROVED - Holiday party and event rent without approval of Coco   |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total Remy Del Bel   |               |               |              |   |  | 12/09/2022                        | 12092022     | 11,079.21    |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Renwil Inc.  |               |               |              |   |  |                                   |              | 11,079.21    |  |              |               |              |  |                |               |              |  |             |               |              |                                      | Communication Budget exceeded over 300% with no approvals from Coco |
| Total Renwil Inc.  |               |               |              |   |  |                                   |              | -            |  | 10/01/2022   | SO-1473050    | 1,104.00     |  |                |               |              |  |             |               |              |                                      |   |
| Reputation.ca Ltd.   |               |               |              |   |  |                                   |              |              |  |              |               | 1,104.00     |  |                |               |              |  |             |               |              |                                      |   |
| Total Reputation.ca Ltd.                                       |               |               |              |   |  |                                   |              | -            |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Rogers   | 01/11/2023    | TBD           | 275.67       | Approved  | Approved   | 12/01/2022                        | TBD-Dec:2022 | 275.67       | Approved   | 11/11/2022   | 2559702774    | 275.67       |  | 10/11/2022     | 2547391972    | 275.67       | Approved   | 09/11/2022  | 2535147374    | 275.67       | 275.67                               | Approved  |
| Total Rogers   |               |               | 275.67       |   |  |                                   |              | 275.67       |  |              |               | 275.67       |  |                |               | 275.67       |  |             |               |              | 275.67                               |   |
| Rowan Williams Davies & Irwin Inc.                             |               |               |              |   |  |                                   |              |              |  | 11/07/2022   | ARIV1005194   | 14,125.00    | Approved - within Budget   |                |               |              |  | 03/31/2022  | ARIV1002582   | 94,129.00    | 94,129.00                            | Approved  |
| Total Rowan Williams Davies & Irwin Inc.                       |               |               |              |   |  |                                   |              | -            |  |              |               | 14,125.00    |  |                |               |              |  |             |               |              |                                      |   |
| Spectra-Con Group Inc.   |               |               |              |   |  |                                   |              |              |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total Spectra-Con Group Inc.                                   |               |               |              |   |  |                                   |              | -            |  | 10/01/2022   | 2198          | 710.31       |  |                |               | 710.31       |  |             |               |              |                                      |   |
| St. Joseph Media   |               |               |              |   |  |                                   |              |              |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total St. Joseph Media   | 12/15/2022    | IN2062        | 19,210.00    | Marketing and Communications spend has exceeded the budget and until this is resolved, no approval should be made | Not Approved - In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | 11/18/2022                        | IN1731       | 19,210.00    | In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | 10/20/2022   | IN1339        | 19,210.00    |  | 09/30/2022     | IN1151        | 35,877.50    |  | 08/01/2022  | IN448         | 19,210.00    |                                      |   |
| Suite 22   |               |               |              |   |  |                                   |              | 19,210.00    |  |              |               | 19,210.00    |  |                |               | 35,877.50    |  | 08/01/2022  | IN460         | 12,995.00    | 32,205.00                            | Not Approved  |
| Total Suite 22   |               |               |              |   |  |                                   |              | -            |  | 10/24/2022   | 1148          | 5,427.75     |  |                |               |              |  |             |               |              |                                      | Communication Budget exceeded over 300% with no approvals from Coco |
| Sun-Brite  |               |               |              |   |  |                                   |              |              |  |              |               | 5,427.75     |  |                |               |              |  |             |               |              |                                      |   |
| Total Sun-Brite  |               |               |              |   |  | 11/07/2022                        | 52895        | 3,819.00     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.   |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Toronto Concrete Floors Ltd.                                   |               |               |              |   |  |                                   |              | 3,819.00     |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total Toronto Concrete Floors Ltd.                             |               |               |              |   |  | 11/30/2022                        | 1321-001     | 2,825.00     | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.   |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| The Manufacturers Life Insurance Company                       | 01/01/2023    | Jan 2023 Rent | 4,337.32     | Church St unit rent has been renewed beyond Dec 2022 (Jan-Oct 2023) w/o Coco's approval                           | Not approved - Mizrahi renewed without consultation or approval from Coco for the period Jan - Oct 2023  |                                   |              |              |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total The Manufacturers Life Insurance Company                 | 02/01/2023    | Feb 2023 Rent | 4,337.32     | Church St unit rent has been renewed beyond Dec 2022 (Jan-Oct 2023) w/o Coco's approval                           | Not approved - Mizrahi renewed without consultation or approval from Coco for the period Jan - Oct 2023  |                                   |              |              |  | 12/01/2022   | Dec 2022 Rent | 4,337.31     | Approved with no extensions beyond December 2022 rent, as Coco has not been informed of the final budget, nor why the perpetual delays in completion of this scope of work. Any extensions are a backcharge to the GC - Mizrahi. | 11/01/2022     | Nov 2022 Rent | 4,337.31     | Approved but no extensions shall be granted until Coco is informed on the Hyatt premises and construction, as previously requested from MI | 10/01/2022  | Oct 2022 Rent | 4,337.31     | 4,337.31                             | Approved  |
| Vaicoustics Canada Ltd.  | 12/01/2022    | 0030888       | 6,343.96     | Acoustic engg. Consulting   | Not approved - this is a noise by-law infraction caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.  |                                   |              |              |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |
| Total Vaicoustics Canada Ltd.                                  | 12/28/2022    | 0031126       | 4,900.81     | Acoustic engg. Consulting   | Not approved - this is a noise by-law infraction caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.  |                                   |              |              |  |              |               |              |  |                |               |              |  |             |               |              |                                      |   |

| Vendor                                  | December 2022 |              |              |             | November 2022  |      |     |              | October 2022   |            |              |              | September 2022 |      |     |              | August 2022    |                                      |                |  |
|---|---------------|--------------|--------------|-------------|----------------|------|-----|--------------|----------------|------------|--------------|--------------|----------------|------|-----|--------------|----------------|--------------------------------------|----------------|--|
|   | Date          | Num          | Open Balance | DC Comments | Jenny Comments | Date | Num | Open Balance | Jenny Comments | Date       | Num          | Open Balance | Jenny Comments | Date | Num | Open Balance | Jenny Comments | COCO Approved OR Not Approved (N.A.) | Jenny Comments |  |
| Westmount Guarantee Services Inc.       | 01/16/2023    | 237315-17-19 | 238,401.00   |             | Approved       |      |     |              |                | 10/13/2022 | 237315-17-18 | 232,059.00   | Approved       |      |     |              |                |                                      |                |  |
| Total Westmount Guarantee Services Inc. |               |              | 238,401.00   |             |                |      |     | -            |                |            |              | 232,059.00   |                |      |     | -            |                |                                      |                |  |
| TOTAL                                   |               |              | 1,232,170.72 |             |                |      |     | 707,716.74   |                |            |              | 1,008,294.27 |                |      |     | 1,596,913.06 |                | 1,372,736.77                         |                |  |
| APPROVED TOTAL                          |               |              |              |             |                |      |     |              |                |            |              |              |                |      |     | 1,085,551.27 |                |                                      |                |  |
| NOT APPROVED TOTAL                      |               |              |              |             |                |      |     |              |                |            |              |              |                |      |     | 511,361.79   |                |                                      |                |  |

Mizrahi Commercial (The One) GP Inc.  
Payment Listing 2022  
(Wire Transfers)

| December 2022                        |            |                |                         |              | November 2022   |            |                           |                         |                         | October 2022  |  |            |                           |                         | September 2022  |                              |              |                           |  | August 2022  |                              |                             |                          |                           |  |  |                              |  |
|--------------------------------------|------------|----------------|-------------------------|--------------|---|------------|---------------------------|-------------------------|-------------------------|---|--|------------|---------------------------|-------------------------|---|------------------------------|--------------|---------------------------|--|--|------------------------------|-----------------------------|--------------------------|---------------------------|--|--|------------------------------|--|
| Vendor                               | Date       | Num            | FX                      | Open Balance | JC COMMENTS:  | Date       | Num                       | FX                      | Open Balance            | JC COMMENTS:  | Date   | Num        | FX                        | Open Balance            | JC COMMENTS:  | Date                         | Num          | FX                        | Open Balance   | (N. A)   | Date                         | Num                         | FX                       | Open Balance              | APPROVED (N. A)  |  |                              |  |
| Architex International               |            |                |                         |              |   |            |                           |                         |                         |   | 10/21/2022   | 836582     | USD 171.64 x 1.5          | 257.46                  | Not approved as follows:<br><br>i) why are we paying off a proforma invoice?<br><br><br>ii) Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. <i>Altus Report</i> ".....increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....." Coco has perpetually requested information with no response. |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
| Total Architex International         |            |                |                         | -            |   |            |                           |                         | -                       |   | 11/27/2022   | 838115     | USD 172.38 x 1.5          | 258.57                  |   |                              |              |                           | 0.00   |  |                              |                             |                          | 0.00                      |  |  |                              |  |
| Bae, Kim & Lee LLC                   |            |                |                         |              | Approved subject to an update on Apple Case.  |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      | 01/11/2023 | F-2023-01-0050 | US\$ 490.00 @ 1.400 FX  | 686.00       |   |            | 12/13/2022                | F2022-12-0121           | US\$ 5,264.00 @ 1.400 F | 7,369.60  | Approved - what is Ibis litigation?  | 11/11/2022 | F-2022-11-0103            | USD 2,214.43 x 1.5      | 3,321.65  |                              | 09/20/2022   | F-2022-09-0161            | USD\$ 3,347.00 @ 1.500FX   | 5,020.50   | Approved                     |                             |                          |                           | -  |  |                              |  |
| Total Bae, Kim & Lee LLC             |            |                |                         | 686.00       |   |            |                           |                         |                         | 7,369.60  |  |            |                           |                         | 33,132.70   |                              |              |                           |  | 5,020.50   |                              |                             |                          |                           | 0.00   |  |                              |  |
| Foster + Partners Limited            |            |                |                         |              | Not approved - no response to prior month question posed by Coco. Progress invoice at 98.3% vs actual construction at less than 50%   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           | Approved with questions- Altus / Mizrahi - significant budget increase in the Altus Report - WHY?  |  |                              |  |
|                                      | 12/21/2022 | 2304.168       |                         | 38,000.00    |   |            | 11/21/2022                | 2304.166                |                         | 38,000.00   | see below  | 10/24/2022 | 2304.164                  |                         | 38,000.00   | Approved                     | 09/26/2022   | 2304.162                  |  | 38,000.00  | Approved                     |                             | 08/30/2022               | 2304.160                  | 38,000.00  |  |                              |  |
|                                      | 12/21/2022 | 2304.169       |                         | 6,000.00     |   |            | 11/21/2022                | 2304.167                |                         | 6,000.00  | see below  | 10/24/2022 | 2304.165                  |                         | 6,000.00  | Approved                     | 09/26/2022   | 2304.163                  |  | 6,000.00   | Approved                     |                             | 08/30/2022               | 2304.161                  | 6,000.00   |  |                              |  |
| Total Foster + Partners Limited      |            |                |                         | 44,000.00    |   |            |                           |                         | 44,000.00               | Approved subject to clarification - why is the construction portion of the invoice reflecting 98.3% completion, as the building is less than 50%?   |  |            |                           | 44,000.00               | Approved - Coco requires details on the Architects and their respective Final Budgets negotiated by Mizrahi. No information provided to date.   |                              |              | 44,000.00                 | Approved - Coco requires details on the Architects and Final Budgets negotiated by Mizrahi |  |                              |                             | 44,000.00                |                           |  |  |                              |  |
| Glaholt Bowles LLP                   |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
| Total Glaholt Bowles LLP             |            |                |                         | -            |   |            |                           |                         | 0.00                    |   |  |            |                           | 0.00                    |   | 10/01/2022                   | 26055        | USD\$ 374.92 @ 1.500FX    | 562.38   | Not approved - as per our prior month request, no additional information or insight has been provided why MI engaged Lighthouse. What is this for? What is the issue with Gamma? Full disclosure required. |                              |                             |                          | -                         |  |  |                              |  |
| GPI Design / GPI International       |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
| Total GPI Design / GPI International |            |                |                         | -            |   |            |                           |                         | -                       |   |  |            |                           | -                       |   | 10/13/2022                   | 2022-110-001 | USD\$ 295,180.31 @ 1.501  | 442,770.47   | Not approved - what is this for? As per our site meetings, and noted above we continue to await receipt of the Hotel Budget.   |                              |                             |                          | -                         |  |  |                              |  |
| Gruppo TH.KOHL                       |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
| Total Gruppo TH.KOHL                 |            |                |                         | -            |   |            |                           |                         | 0.00                    |   |  |            |                           | 0.00                    |   | 10/14/2022                   | C4922-1      | Euro 124,798.50 @ 1.500   | 187,197.75   | Not approved - what is this for? As per our site meetings, and noted above we continue to await receipt of the Hotel Budget.   |                              |                             |                          | -                         |  |  |                              |  |
| Hyatt Corporation                    |            |                |                         |              | Approved subject to confirmation of the terms of the Agreement regarding the number of months the Project is responsible for Technical Services? This reflect installment #46, please confirm the number of installments due and the applicable contract? | 12/01/2022 | 47067                     | US\$ 3,095.59 @ 1.400 F | 4,333.83                | Approved subject to confirmation of the terms of the Agreement regarding the number of months the Project is responsible for Technical Services? This reflect installment #46, please confirm the number of installments due and the applicable contract? |  |            |                           |                         |   | 09/27/2022                   | 45621        | USD\$ 3095.59 @ 1.500FX   | 4,643.39   | Approved - why has MI not provided for payment earlier? Is there an issue with Hyatt? Invoices pertain to June, July included with Aug & Sept.   |                              | 08/31/2022                  | 2022081909020            | USD\$ 11892.00 @ 1.500FX  | 17,838.00  | Approved - OK - FX Exchange on various invoices. |                              |  |
|                                      | 12/22/2022 | 47699          | US\$ 3,095.59 @ 1.400 F | 4,333.83     |   | 11/30/2022 | 47389                     | US\$ 3,095.59 @ 1.400 F | 4,333.83                |   |  | 09/28/2022 | 46003                     | USD\$ 3095.59 @ 1.500FX | 4,643.39  |                              | 09/29/2022   | 46366                     | USD\$ 3095.59 @ 1.500FX  |  | 4,643.39                     |                             |                          |                           |  | 17,838.00  |                              |  |
| Total Hyatt Corporation              |            |                |                         | 4,333.83     |   |            |                           |                         |                         |   | 8,667.66   |            |                           |                         |   | -                            |              | 09/30/2022                | 46727  |  | USD\$ 3095.59 @ 1.500FX      | 4,643.39                    |                          |                           |  |  | 18,573.56                    |  |
| KEB Hana Bank Canada                 |            |                |                         |              |   |            |                           |                         |                         | Approved contingent upon explanation of why there is a credit in HB re: Vipe?   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      | 1/30/2023  | HOLD BACK      | Holdback Transfer       | 364,436.91   |   | 12/29/2022 | Holdback Transfer Nov2022 |                         | 579,001.97              |   |  | 11/29/2022 | Holdback Transfer Oct2022 |                         | 440,949.87  | Approved - Transfer of Funds | 10/28/2022   | Holdback Transfer Sep2022 |  | 333,323.29   | Approved - Transfer of Funds |                             | 9/29/2022                | Holdback Transfer Aug2022 |  | 151,314.86                                       | Approved - Transfer of Funds |  |
| Total KEB Hana Bank Canada           |            |                |                         | 364,436.91   |   |            |                           |                         | 579,001.97              |   |  |            |                           |                         | 440,949.87  |                              |              |                           |  | 333,323.29   |                              |                             |                          |                           | 151,314.86   |  |                              |  |
| Krcmar Surveyors Ltd.                |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/01/2022                  | 4911222                  |                           | 4,676.75   |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          | 08/03/2022                | 4917922  |  | 2,063.05                     |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          | 08/05/2022                | 4918022  |  | 3,995.88                     |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/07/2022                  | 4938122                  |                           | 15,415.23  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/09/2022                  | 4947822                  |                           | 12,435.65  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/09/2022                  | 4950222                  |                           | 827.77   |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/11/2022                  | 4950122                  |                           | 9,059.68   |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/15/2022                  | 4967022                  |                           | 17,383.54  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/17/2022                  | 4972422                  |                           | 36,695.36  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/19/2022                  | 4972522                  |                           | 4,808.03   |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/21/2022                  | 4982222                  |                           | 20,970.09  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/23/2022                  | 4997722                  |                           | 42,661.35  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              | 08/25/2022                  | 5018722                  |                           | 17,083.83  |  |                              |  |
| Total Krcmar Surveyors Ltd.          |            |                |                         | -            |   |            |                           |                         | -                       |   |  |            |                           | -                       |   |                              |              |                           | -  |  |                              |                             |                          | 188,076.21                | Approved   |  |                              |  |
| Lee & Ko                             |            |                |                         |              |   | 11/01/2022 | 22CF1202                  | US\$ 1,358.00 @ 1.400 F | 1,901.20                | Approved  |  |            |                           | -                       |   |                              |              |                           | -  |  | 08/26/2022                   | 22CF11M1                    | USD\$ 37674.00 @ 1.500FX | 56,511.00                 | Approved   |  |                              |  |
| Total Lee & Ko                       |            |                |                         | -            |   |            |                           |                         |                         | 1,901.20  |  |            |                           |                         | -   |                              |              |                           |  | -  |                              |                             |                          |                           | 56,511.00  |  |                              |  |
| Loloev, Inc.                         |            |                |                         |              |   |            | 11/01/2022                | THED-008                | US\$ 5,579.70 @ 1.400 F | 7,811.58  | Not approved. This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports. Secondly, the documentation attachments to the invoice are not legible. |            |                           |                         | -   |                              |              |                           | -  |  |                              |                             |                          | -                         |  |  |                              |  |
| Total Loloev, Inc.                   |            |                |                         | -            |   |            |                           |                         | 7,811.58                |   |  |            |                           | -                       |   |                              |              |                           | -  |  |                              |                             |                          | -                         |  |  |                              |  |
| Magix Technologies LLC.              |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           | Not Approved - Coco disputes the engagement of MAGIX, executed by Sam Mizrahi. Secondly, no commission due and payable in accordance with 6.2 & 6.3 of the disputed Agreement. |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
|                                      |            |                |                         |              |   |            |                           |                         |                         |   |  |            |                           |                         |   |                              |              |                           |  |  |                              |                             |                          |                           |  |  |                              |  |
| Total Magix Technologies LLC.        |            |                |                         | -            |   |            |                           |                         | -                       |   |  |            |                           | -                       |   |                              |              |                           | -  |  | 09/16/2022                   | 42091005 (Sales Commission) |                          | 190,292.84                |  |  |                              |  |
| Marshall Haber Creative Group Inc.   |            |                |                         | -            |   |            |                           |                         | -                       |   |  |            |                           | -                       |   |                              |              |                           | -  |  |                              |                             |                          | 190,292.84                |  |  |                              |  |

| December 2022   |            |       |    |              |   | November 2022  |       |    |              |   | October 2022   |       |    |              |   | September 2022 |       |    |              |   | August 2022 |       |                           |              |  |
|---|------------|-------|----|--------------|---|--|-------|----|--------------|---|--|-------|----|--------------|---|----------------|-------|----|--------------|---|-------------|-------|---------------------------|--------------|--|
| Vendor  | Date       | Num   | FX | Open Balance | JC COMMENTS:  | Date   | Num   | FX | Open Balance | JC COMMENTS:  | Date   | Num   | FX | Open Balance | JC COMMENTS:  | Date           | Num   | FX | Open Balance | (N. A)  | Date        | Num   | FX                        | Open Balance | APPROVED (N. A)  |
| Total Marshall Haber Creative Group Inc.  |            |       |    |              |   |  |       |    |              |   |  |       |    |              |   |                |       |    |              |   | 08/01/2022  | 3046  | USD\$ 10,000.00 @ 1.361FX | 13,610.00    |  |
|   |            |       |    |              |   |  |       |    |              |   |  |       |    |              |   |                |       |    |              |   | 08/01/2022  | 3058  | USD\$ 14,750.00 @ 1.361FX | 20,074.75    | Not Approved - David Levangie (Foglers) provided written reasons to Rod Davidge (Oslers) on 9.19.22 in an email.         |
| Once again, Coco has repeatedly written the GC is not acting in the best interest of the Project, executing his own contract and grossly overpaying MI fees for site labour, crane operator, construction, equipment and marketing, all in excess of industry standard. Thus, the Project is financing Mizrahi Inc cash flow. |            |       |    |              |   | It has been repeatedly written the GC is not acting in the best interest of the Project, executing his own contract and grossly overpaying MI fees for site labour, crane operator, construction, equipment and marketing, all in excess of industry standard. |       |    |              |   | It has been repeatedly written the GC is not acting in the best interest of the Project, executing his own contract and grossly overpaying MI fees for site labour, crane operator, construction, equipment and marketing, all in excess of industry standard. |       |    |              |   |                |       |    |              |   |             |       |                           |              |  |
| Mizrahi - GC  |            |       |    |              |   |  |       |    |              |   |  |       |    |              |   |                |       |    |              |   |             |       |                           |              |  |
| Construction Cost   | 01/11/2023 | C1279 |    | 676,632.80   | Not approved, see comments below. Also, we are financing MI cash flow as he is invoicing all of January, which has not been paid to the employees, and payroll certification of payment is required, as noted below.  | 12/08/2022   | C1268 |    | 686,962.07   | Not approved, see comments below. Also, we are financing MI cash flow as he is invoicing all of December, which has not been paid to the employees, and payroll certification of payment is required, as noted below.   |  | C1262 |    | 680,273.47   | Not approved, see comments below. Also, we are financing MI cash flow as he is invoicing all of November, which has not been paid to the employees, and payroll certification of payment is required, as noted below. | 08/16/2022     | C1244 |    | 679,352.59   | Not approved, see comments below. Also, MI provides no insight for the wages, and pay period, to be provided by a third party consultant.   | 08/16/2022  | C1233 |                           | 660,459.69   | Not Approved - Note: this is also Construction Labour cost and same comment as Site Labour                               |
| Crane Labour  | 01/11/2023 | C1283 |    | 106,365.95   | Paid on estimates for last week, this should be stopped and actual hours to be invoiced.  | 12/08/2022   | C1271 |    | 191,560.59   | Not approved, see comments below. Also, are we financing MI cash flow as he is invoicing December 17th, which has not been paid to the employees, payroll certification of payment is required as per below.  |  | C1256 |    | 135,688.61   | Not approved, see comments below. Also, are we financing MI cash flow as he is invoicing November 12th, which has not been paid to the employees, payroll certification of payment is required as per below.          | 08/16/2022     | C1243 |    | 149,160.61   | Not approved, see comments below. Also, MI provides no insight for the wages, and pay period, to be provided by a third party consultant.   | 08/16/2022  | C1231 |                           | 153,719.43   | Approved subject to receipt of Contract - copy of the contract required to confirm rates paid.                           |
| Equipment Cost  | 01/11/2023 | C1280 |    | 27,699.61    | Accountability of containers / Office Containers - copy of the actual invoice required. Why are we continuing to rent in lieu of own - excessive lack of cost management of \$16K (note seacans are also paid thru MI invoices) / month including the payment of Cell Equipment, computers, Primavera and Blue Beam - all for the account of Mizrahi as this is the cost associated to being a Developer on the Project, in particular given the excessive fees earned, above industry standards.   | 12/08/2022   | C1269 |    | 27,416.56    | Accountability of containers / Office Containers - copy of the actual invoice required. Why are we continuing to rent in lieu of own - excessive lack of cost management of \$16K (note seacans are also paid thru MI invoices) / month including the payment of Cell Equipment, computers, Primavera and Blue Beam - all for the account of Mizrahi as this is the cost associated to being a Developer on the Project, in particular given the excessive fees earned, above industry standards.   |  | C1263 |    | 27,542.38    | Accountability of containers / Office Containers - copy of the actual invoice required. Why are we continuing to rent in lieu of own - excessive lack of cost management of \$16K / month since Mike Clark.           | 08/16/2022     | C1246 |    | 27,542.38    | Accountability of containers / Office Containers - copy of the actual invoice required. Why are we continuing to rent in lieu of own - excessive lack of cost management of \$16K / month since Mike Clark.   | 08/16/2022  | C1234 |                           | 27,542.38    | Approved   |
| Marketing Commission  | 01/11/2023 | C1281 |    | 113,000.00   | Not Approved - In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January | 12/08/2022   | C1270 |    | 113,000.00   | In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in  |  | C1258 |    | 113,000.00   | Not approved, excessively over budget in marketing and Coco shall continue to protest payment.  | 08/16/2022     | C1245 |    | 113,000.00   | Not approved, excessively over budget in marketing and Coco shall continue to protest payment   | 08/16/2022  | C1235 |                           | 113,000.00   | Not approved   |
| Recoverable Cost  | 01/11/2023 | C1282 |    | 702,630.52   | See attached comments on Annexure 1 - Recoverable costs comments  | 12/08/2022   | C1273 |    | 975,279.75   | Coco contines to protest, in particular the following: i) Priestly (which should be processed as a subcontractor - EXTRA Cahnge Order for \$207K, WHY?); ii) Triovest Lease we disapproved, and the Lender supported; iii) Office equipment at 125 Hazelton & 2 Bloor which should be for the account of Mizrahi and not the Project; iv) the Project is incurring cost overruns on equipment rentals due to the construction delays resulting from Mizrahi (Morrow, Doka, Dell-Core; Stephensons for winter heaters; Rental change orders due to construction delays for Aluma in excess of the original contract value of 1M; ... v) excessive rates agreed upon for Safety; vi) Proline Hardware - excessive supplies with no accountability and invoices are not legible; travel costs to Korea - who? why?; . INVOICES REVIEWED & COMMENTS ATTACHED TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY & PROPER MANAGEMENT. |  | C1259 |    | 1,000,920.01 | Coco contines to protest, in particular the Triovest Lease we disapproved, and the Lender supported. INVOICES REVIEWED & COMMENTS ATTACHED TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY & PROPER MANAGEMENT.         | 08/16/2022     | C1247 |    | 736,720.93   | Coco contines to protest, in particular the Triovest Lease we disapproved, and the Lender supported. INVOICES REVIEWED & COMMENTS ATTACHED TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY & PROPER MANAGEMENT. | 08/16/2022  | C1232 |                           | 773,619.29   | Not Approved - several questions, only 2 noted - Origin Cause - reference to fire? / Pullman - concrete repairs? Explain |

| December 2022 |            |       |    |              |  | November 2022 |       |    |              |  | October 2022 |       |    |              |  | September 2022 |       |    |              |  | August 2022 |       |    |              |   |
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| Vendor        | Date       | Num   | FX | Open Balance | JC COMMENTS:   | Date          | Num   | FX | Open Balance | JC COMMENTS:   | Date         | Num   | FX | Open Balance | JC COMMENTS:   | Date           | Num   | FX | Open Balance | (N. A)   | Date        | Num   | FX | Open Balance | APPROVED (N. A)   |
|               |            |       |    |              | Not approved, see comments below.<br>Also, MI should only be invoicing for the period of December, not until January 14th, 2023, financing Mizrahi's cash flow. Why is MI permitted to invoice for period ending January 14th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as number of personnel is excessive and as noted below. Certification of payment is required by an approved provider to ensure Mizrahi has paid all accounts, including any government remittances.<br><br>When queried about no. of security and traffic control during the Xmas break as there were no other contractors on site, the daily report was revised. This revision was not made at the time of invoicing. Extra 156 hours charged for 3 days (28-30 Dec 2022) at avg rate of \$96.66/hr working out to \$15k approx.[Attachment 4] |               |       |    |              | Not approved, see comments below.<br>Also, MI should only be invoicing for the period of November, not until December 17th, 2022, financing Mizrahi's cash flow. Why is MI permitted to invoice for period ending December 17th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below. Certification of payment is required by an approved provider to ensure Mizrahi has paid all accounts, including any government remittances. |              |       |    |              | Not approved, see comments below.<br>Also, MI should only be invoicing for the period of October, not November, 2022, financing Mizrahi cash flow.. Why is MI permitted to invoice for period ending November 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below |                |       |    |              | Not approved, see comments below.<br>Also, MI should only be invoicing for the period of September, not October, 2022. Why is MI permitted to invoice for period ending October 15th, with an "estimation of hours"? Coco protests payments as invoiced, and requests a third party consultant to review each as noted below |             |       |    |              | Not Approved - Coco has repeatedly requested details of all Mizrahi staff and the works performed. To date, no information other than Job Titles has been received. Accountability it lacking. coco is requesting a meeting with all personnel to review scope of work. All Security is paid to a third party and invoicing from the Group should be paid directly, not with OH / Costs of Mizrahi. |
| Site Labour   | 01/11/2023 | C1284 |    | 713,416.78   | 4]   | 12/08/2022    | C1272 |    | 976,843.83   |  |              | C1257 |    | 641,132.64   |  | 09/16/2022     | C1242 |    | 646,692.07   |  | 09/16/2022  | C1230 |    | 745,683.89   |   |
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| December 2022                     |          |       |    |              | November 2022  |           |       |    |              | October 2022  |           |       |    |              | September 2022  |            |       |    |              | August 2022   |          |       |    |              |  |
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| Vendor                            | Date     | Num   | FX | Open Balance | JC COMMENTS:   | Date      | Num   | FX | Open Balance | JC COMMENTS:  | Date      | Num   | FX | Open Balance | JC COMMENTS:  | Date       | Num   | FX | Open Balance | (N. A)  | Date     | Num   | FX | Open Balance | APPROVED (N. A)  |
| Hardwall #1/ #2/#3                | 1/2/2023 | C1285 |    | 468,076.68   | Approval for Original Contract Items.. All Change Orders / Extras Not approved - Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract negotiated. Secondly, significant cost overruns in Cash Allowances. How was the contract negotiated?   | 12/2/2022 | C1274 |    | 729,592.58   | Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract negotiated. Secondly, significant cost overruns in Cash Allowances. How was the contract negotiated?   | 11/2/2022 | C1266 |    | 788,571.27   | Coco continues to await receipt of information regarding the Extras / Change Orders and Final Contract have negotiated.   | 10/12/2022 | C1251 |    | 783,885.98   | Explain the extra / change orders, and final contract details negotiated  | 9/2/2022 | C1229 |    | 708,055.56   | Approved subject to a response of question re: HB Please advise why MI is releasing the HB for masonry? Copy of the Contract required  |
|                                   |          |       |    |              | Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.  |           |       |    |              | Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.   |           |       |    |              | Approved - this is a material cost and should not be included in this batch, as per my previous comments.   |            |       |    |              | Approved - Should not be processed as a subcontractor. Explanation required regarding concrete supply in Hardwall Invoicing as well as Innocon.   |          |       |    |              |  |
| Innocon                           | 1/2/2023 | C1285 |    | 148,678.17   | Original Contract payment approved, but no Change Ordersnot approved - Coco requires information regarding C.O.  | 12/2/2022 | C1274 |    | 248,593.14   |   | 11/2/2022 | C1266 |    | 204,267.50   | Approved - explain extra scope of work; what is the final contract negotiated?  | 10/12/2022 | C1251 |    | 262,194.45   | Approved - this is a material cost and should not be included in this batch, as per my previous comments.   | 9/2/2022 | C1229 |    | 398,653.15   |  |
| Klaus                             | 1/2/2023 | C1285 |    | 16,606.60    |  | 12/2/2022 | C1274 |    |              |   | 11/2/2022 | C1266 |    | 26,523.00    |   | 10/12/2022 | C1251 |    | 56,700.00    | Explain the extra / change orders, and final contract details negotiated  |          |       |    |              | Approved subject to a response of question re: HB Why is HB released and contract works are not completed. Secondly, explain the dispute as noted in legal counsel invoice. Legal counsel to advise Coco directly - HOLD CHEQUE UNTIL EXPLANATION APPROVED |
| Limen                             |          |       |    |              |  | 12/2/2022 | C1274 |    |              |   |           |       |    | -            |   |            |       |    | -            |   | 9/2/2022 | C1229 |    | 124,682.24   |  |
| Michael Bros.                     |          |       |    |              |  | 12/2/2022 | C1274 |    | 81,000.00    | Approved. Please explain why are we processing a July 2022 invoice late?  |           |       |    |              |   |            |       |    |              |   |          |       |    |              |  |
| Modern Niagara On Floor Solutions | 1/2/2023 | C1285 |    | 283,337.10   | Not approved until Mizrahi provides information related to the Contracts, together with details of the corresponding Change Orders, which continue to escalate monthly. This invoice contains \$108k related to Change orders.   | 12/2/2022 | C1274 |    | 379,691.03   | Modern Niagara is comprised of two contracts, both of which Coco does not have full disclosure, including Original Contract, Change Orders #1 Contract; Change Orders #2 Contract. Change Orders account for 13.5% of Total Contract.   | 11/2/2022 | C1266 |    | 268,506.99   | Explain the extra / change orders, and final contract details negotiated  | 10/12/2022 | C1251 |    | 264,401.69   | Explain the extra / change orders, and final contract details negotiated  | 9/2/2022 | C1229 |    | 238,693.94   | Approved   |
|                                   |          |       |    |              |  |           |       |    |              |   |           |       |    |              |   |            |       |    |              | 50,954.99   |          |       |    |              | Approved   |
| Otis                              | 1/2/2023 | C1285 |    | 105,387.21   | Approved for original contract but not additional work / change orders as we have no supporting information.   | 12/2/2022 | C1274 |    | 3,051,739.43 | A \$2M or 7.2% increase in contract with no explanation on scope of additional work and why. Coco continues to await receipt of information from Mizrahi  | 11/2/2022 | C1266 |    | 17,086.55    | Approved - explain extra scope of work  | 10/12/2022 | C1251 |    | 73,205.42    | Explain the extra / change orders, and final contract details negotiated  | 9/2/2022 | C1229 |    | 578,622.79   | Approved   |
| Ozz Electric                      | 1/2/2023 | C1285 |    | 315,000.00   | Approved for original contract but not additional work / change orders as we have no supporting information. Not approved - as the extra scope of work is 140% of the value of the original contact.   | 12/2/2022 | C1274 |    | 431,563.50   | Details of final contract negotiated, together with extras / change orders remains undisclosed to Coco. No contract or change orders were submitted for approval. Coco has no details.  | 11/2/2022 | C1266 |    | 90,000.00    | Explain the extra / change orders, and final contract details negotiated  | 10/12/2022 | C1251 |    | 241,758.11   | Explain the extra / change orders, and final contract details negotiated  | 9/2/2022 | C1229 |    | 187,852.82   | Approved   |
| Riverside                         | 1/2/2023 | C1285 |    | 543,074.70   |  | 12/2/2022 | C1274 |    | 13,639.50    |   | 11/2/2022 | C1266 |    | 102,555.00   | Approved - Explain "extra scope" of work.   |            |       |    |              |   |          |       |    |              |  |
| RJC                               |          |       |    |              | See Cheques  | 12/2/2022 | C1274 |    |              |   | 11/2/2022 | C1266 |    | 7,200.00     | Approved  |            |       |    |              |   |          |       |    |              |  |
| Salit                             | 1/2/2023 | C1285 |    | 195,349.31   | Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.  | 12/2/2022 | C1274 |    | 349,140.59   | Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, impacting (reducing) the Management Fees applicable to Mizrahi.   | 11/2/2022 | C1266 |    | 308,764.88   | Unable to reconcile the account & Approved - this is a material cost and should not be included in this batch, as per my previous comments.   | 10/12/2022 | C1251 |    | 644,953.32   | Unable to reconcile the account & Approved - this is a material cost and should not be included in this batch, as per my previous comments.   | 9/2/2022 | C1229 |    | 402,352.98   | Should not be processed as a subcontractor, as they are a material supplier.   |
| Service Plus Aquatics Inc.        |          |       |    |              |  | 12/2/2022 | C1274 |    |              |   |           |       |    | -            |   | 10/12/2022 | C1251 |    | 680,355.00   | Why was the Original Contract not submitted for review and approval? How does this compare to budget value? Await receipt of information prior to approval.   |          |       |    |              |  |
| Tractel Ltd                       | 1/2/2023 | C1285 |    | 30,628.80    | not approved, as no contract or final change orders have been submitted for approval to Coco. C.O.s account for over 20% of total contract value.  | 12/2/2022 | C1274 |    | 80,629.08    | No contract or final change orders submitted for approval. Increase of 19.4% of contract with change orders approved to date.   | 11/2/2022 | C1266 |    | 1,710,000.00 | Explain the additional works of \$3.47M. Why? How does this compare to the budget?  | 10/12/2022 | C1251 |    | 33,688.80    | Explain the extra / change orders, and final contract details negotiated  |          |       |    |              | Explain status of the dispute - require legal counsel to advise Coco directly.   |
| UCC Group Unigspace               |          |       |    |              |  | 12/2/2022 | C1274 |    | 15,975.00    | No contract information provided.   |           |       |    |              |   |            |       |    |              |   |          |       |    |              |  |
| Vipe                              | 1/2/2023 | C1285 |    | 45,000.00    | Not approved - no details provided; no information on Dundonald Park - Please explain?   | 12/2/2022 | C1274 |    | 122,363.40   | Without the full details and disclosure of the contract, Coco is unable to confirm if the HB is due and owing.  |           |       |    |              |   |            |       |    |              |   |          |       |    |              |  |
| Walter B                          | 1/2/2023 | C1285 |    | 149,188.50   | Approved (no change orders included in this invoice). However, Coco continues to await receipt of CO information.  | 12/2/2022 | C1274 |    |              |   |           |       |    | -            |   | 10/12/2022 | C1251 |    | 289,224.90   | Explain the extra / change orders, and final contract details negotiated  |          |       |    |              |  |
| CM Fee HST                        | 1/2/2023 | C1285 |    | 210,738.97   | Not approved. Fees should be recalculated to i) reflect the arbitration award; ii) not payable on any extras as there is no explanation for justification of any of the "extras" or "change orders"; iii) any delay claims from the sub-contractors should be responsibility and paid by the contractor, Mizrahi Inc. Contracts and Change orders, thereof, have not been shared by Mizrahi Inc. with Coco to have transparency and be able to effectively control and manage costs. | 12/2/2022 | C1274 |    | 351,864.19   | As previously requested, Coco is entitled to a full analysis of all subtrades, work completed, change orders etc..... Also, the CM fee should be amended to reflect the Arbitration award at 2.5% due to Mizrahi. In addition, Mizrahi is not entitled to paymet for material suppliers as subcontractors. All payments due to Mizrahi should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee, or overcharged. | 11/2/2022 | C1266 |    | 230,269.66   | Coco is requesting a full reconciliation of account for all prior periods when MI had the control agreement, the subject funds should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee. | 10/12/2022 | C1251 |    | 195,352.87   | Coco is requesting a full reconciliation of account for all prior periods when MI had the control agreement, the subject funds should be placed in escrow until a reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee. | 9/2/2022 | C1229 |    | 170,483.11   | Approved   |
|                                   |          |       |    |              | Note: With Mike Clarke as the Construction Manager there was a Holdback retainage monthly. However, Mizrahi Inc has never adhered to the Construction Lien Act regarding retainage of Holdbacks until the Project is substantially complete.   |           |       |    |              |   |           |       |    |              |   |            |       |    |              | 465,418.89  |          |       |    |              |  |

Mizrahi Commercial (The One) GP Inc.  
Payment Listing 2022  
(Wire Transfers)

| December 2022                        |            |            |    |              | November 2022  |            |       |    |               | October 2022   |            |           |                        |              | September 2022   |      |     |    |              | August 2022 |            |           |    |              |                 |
|--------------------------------------|------------|------------|----|--------------|--|------------|-------|----|---------------|--|------------|-----------|------------------------|--------------|--|------|-----|----|--------------|-------------|------------|-----------|----|--------------|-----------------|
| Vendor                               | Date       | Num        | FX | Open Balance | JC COMMENTS:   | Date       | Num   | FX | Open Balance  | JC COMMENTS:   | Date       | Num       | FX                     | Open Balance | JC COMMENTS:   | Date | Num | FX | Open Balance | (N. A)      | Date       | Num       | FX | Open Balance | APPROVED (N. A) |
| Total Mizrahi - HC                   |            |            |    | 5,000,835.75 |  |            |       |    | 8,349,737.18  |  |            |           |                        | 5,464,298.96 |  |      |     |    | 4,635,723.61 |             |            |           |    | 4,045,564.26 |                 |
| Monastery Hill Bindery               |            |            |    |              |  |            |       |    |               | Not approved. The supplies pertain to 2 Bloor Street, facilities not approved by Coco. |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
| Total Monastery Hill Bindery         |            |            |    | 0.00         |  | 12/01/2022 | 85629 |    | 223.09        |  |            |           |                        | 0.00         |  |      |     |    | 0.00         |             |            |           |    | 0.00         |                 |
|                                      |            |            |    |              |  |            |       |    | 223.09        |  |            |           |                        | 0.00         |  |      |     |    | 0.00         |             |            |           |    | 0.00         |                 |
| MPR Advisors Inc.                    |            |            |    |              | Not Approved. However, Mizrahi already processed this invoice last month (12/31) without notification to Coco. Hana was aware this invoice was not on the payment listing and proceeded to process payment without notification to Coco. Hana proceeded to allow Mizrahi to process and wired funds accordingly. [Attachment 6]<br>Not approved, Coco has not information to support payment |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
| Total MPR Advisors Inc.              | 09/13/2022 | MPR #22-19 |    | 32,173.36    |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
|                                      |            |            |    | 32,173.36    |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | 0.00         |                 |
| MunnWorks                            |            |            |    |              |  |            |       |    |               |  |            |           |                        |              | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.   |      |     |    |              |             |            |           |    |              |                 |
| Total MunnWorks                      |            |            |    | -            |  |            |       |    |               |  | 10/01/2022 | Dep3958   | USD 230.37 x 1.5       | 345.56       |  |      |     |    |              |             |            |           |    | 0.00         |                 |
| P Kaufman Contract                   |            |            |    |              |  |            |       |    |               |  |            |           |                        | 345.56       |  |      |     |    |              |             |            |           |    | 0.00         |                 |
|                                      |            |            |    |              |  |            |       |    |               |  |            |           |                        | 345.56       |  |      |     |    |              |             |            |           |    | 0.00         |                 |
| Total P Kaufman Contract             |            |            |    | -            |  |            |       |    |               |  | 10/25/2022 | 6011697   | US\$1148.75 @ 1.5000 I | 1,723.13     | ii) Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report ".....increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....." Coco has perpetually requested information with no response. |      |     |    |              |             |            |           | -  |              |                 |
| Sponge Cushion                       |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
|                                      |            |            |    |              |  |            |       |    |               |  |            |           |                        |              | ii) Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report ".....increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....." Coco has perpetually requested information with no response. |      |     |    |              |             |            |           | -  |              |                 |
| Total Sponge Cushion                 |            |            |    | -            |  |            |       |    |               |  | 10/25/2022 | 288646    | US\$544.62 @ 1.5000 F: | 816.93       |  |      |     |    |              |             |            |           |    | -            |                 |
| Ultrafabrics Inc.                    |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/01/2022 | 0435452   | US\$1088.00 @ 1.5000 I | 1,632.00     | See beow   |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/01/2022 | 0435466   | US\$1033.60 @ 1.5000 I | 1,550.40     | See beow   |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/01/2022 | 0436392   | US\$65.90 @ 1.5000 FX  | 98.85        | See beow   |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/03/2022 | 0437658   | US\$54.40 @ 1.5000 FX  | 81.60        | See beow   |      |     |    |              |             |            |           |    | -            |                 |
| Total Ultrafabrics Inc.              |            |            |    | -            |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | -            |                 |
| Valley Forge Fabrics Inc.            |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/05/2022 | R38446    | US\$410.97 @ 1.5000 F: | 616.46       | See beow   |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/05/2022 | R38447    | US\$864.59 @ 1.5000 F: | 1,296.89     | See beow   |      |     |    |              |             |            |           |    | -            |                 |
|                                      |            |            |    |              |  |            |       |    |               |  | 10/27/2022 | R38844    | US\$323.95 @ 1.5000 F: | 485.93       | See beow   |      |     |    |              |             |            |           |    | -            |                 |
| Total Valley Forge Fabrics Inc.      |            |            |    | -            |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | -            |                 |
| The Treasurer, City of Toronto       |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
| Total The Treasurer, City of Toronto |            |            |    | -            |  |            |       |    |               |  | 11/07/2022 | 761249-08 |                        | 317,872.39   |  |      |     |    |              |             | 08/24/2022 | 859092-03 |    | 112,697.16   | Approved        |
|                                      |            |            |    |              |  |            |       |    |               |  |            |           |                        | 317,872.39   |  |      |     |    |              |             |            |           |    | 112,697.16   |                 |
| Wire Fees                            |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    |              |                 |
| 7 x Cable Charge @ \$10              |            |            |    | 70.00        |  |            |       |    | 70.00         |  |            |           |                        | 110.00       |  |      |     |    |              |             |            |           |    | 90.00        | Approved        |
| 7 x Outward Remit @ \$80             |            |            |    | 560.00       |  |            |       |    | 560.00        |  |            |           |                        | 880.00       |  |      |     |    |              |             |            |           |    | 710.98       | Approved        |
|                                      |            |            |    | 630.00       |  |            |       |    | 630.00        | Amend to reflect only the payments approved.   |            |           |                        | 990.00       | Amend to reflect only the payments approved.   |      |     |    |              |             |            |           |    | 800.98       |                 |
|                                      |            |            |    |              |  |            |       |    |               |  |            |           |                        |              |  |      |     |    |              |             |            |           |    | 800.98       |                 |
| TOTAL                                |            |            |    | 9,118,544.60 |  |            |       |    | 11,950,405.08 |  |            |           |                        | 8,908,964.81 |  |      |     |    | 8,341,098.52 |             |            |           |    | 7,597,263.18 |                 |

|                   |  |   |  |  |
|-------------------|--|---|--|--|
| MIZRAHI GC COSTS: | DISPUTED INVOICES: Not approving any invoicing for the month of January, this period should include only December! Why are we subsidizing MI cash flow? Revision on invoicing required, together with the following adjustments: | DISPUTED INVOICES: Not approving any invoicing for the month of December, this period should include only November! Why are we subsidizing MI cash flow? Revision on invoicing required, together with the following adjustments: | DISPUTED INVOICES: Not approving any invoicing for the month of October, this period should include only September! Revision on invoicing required, together with the following adjustments: | DISPUTED INVOICES: Not approving any invoicing for the month of October, this period should include only September! Revision on invoicing required, together with the following adjustments: |
|                   | DISPUTED INVOICES: Not approving any invoicing for the month of January, this period should include only   | DISPUTED INVOICES: Not approving any invoicing for the month of December, this period should include  | DISPUTED INVOICES: Not approving any invoicing for the month of November, this period should   | DISPUTED INVOICES: Not approving any invoicing for the month of October, this period should include only   |

| Mizrahi Commercial (The One) GP Inc.<br>Payment Listing 2022<br>(Wire Transfers) |   |     |    |              |              |   |     |    |              |              |   |              |    |              |              |  |     |                |              |        |      |     |    |              |                 |  |  |  |
|--|---|-----|----|--------------|--------------|---|-----|----|--------------|--------------|---|--------------|----|--------------|--------------|--|-----|----------------|--------------|--------|------|-----|----|--------------|-----------------|--|--|--|
| December 2022  |   |     |    |              |              | November 2022   |     |    |              |              |   | October 2022 |    |              |              |  |     | September 2022 |              |        |      |     |    | August 2022  |                 |  |  |  |
| Vendor   | Date  | Num | FX | Open Balance | JC COMMENTS: | Date  | Num | FX | Open Balance | JC COMMENTS: | Date  | Num          | FX | Open Balance | JC COMMENTS: | Date   | Num | FX             | Open Balance | (N. A) | Date | Num | FX | Open Balance | APPROVED (N. A) |  |  |  |
| SITE LABOUR  | November! Revision on invoicing required, together with the following adjustments:  |     |    |              |              | only November! Revision on invoicing required, together with the following adjustments:   |     |    |              |              | include only October! Revision on invoicing required, together with the following adjustments:  |              |    |              |              | September! Revision on invoicing required, together with the following adjustments:  |     |                |              |        |      |     |    |              |                 |  |  |  |
|  | 12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll from the payroll provider to confirm payment of rates, as well as all government remittances, including EHT, WSIB..., to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of Maria Rico's concerns, the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco, as a 50% equity stakeholder. Lender should be informed the rates above industry standard, do not include the management fee paid to MI monthly, together with the additional borrowing costs to the Project. |     |    |              |              | 12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll from the payroll provider to confirm payment of rates, as well as all government remittances, including EHT, WSIB..., to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of Maria Rico's concerns, the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco, as a 50% equity stakeholder. Lender should be informed the rates above industry standard, do not include the management fee paid to MI monthly, together with the additional borrowing costs to the Project. |     |    |              |              | 12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll from the payroll provider to confirm payment of rates, as well as all government remittances, including EHT, WSIB..., to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of Maria Rico's concerns, the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco, as a 50% equity stakeholder.   |              |    |              |              | 12 General Labourers & Supervisor: Mizrahi has invoiced monthly GL at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of the Control Agreement until today's date. Coco supports the review by a third party consultant approved by Coco, 20 Traffic Control Personnel: TO INVESTIGATE IF TRAFFIC MANAGEMENT IS BY A THIRD PARTY??? As the Control Agreement is no longer in place, Coco requests an accountability of the management of traffic control. Daily, MI charges 20 Traffic Control Personnel with no accountability and at excessive rates, at an excessive rate of \$96.66/hour to \$144.98/hour overtime. A review should be conducted from the implementation of the Control Agreement to current, with adjustments as required. Coco supports the |     |                |              |        |      |     |    |              |                 |  |  |  |
|  | 20 Traffic Control Personnel & 20 Security Personnel - a full accountability is required regarding the rates paid to the third party provider. To re-iterate last month's concerns, the rates are excessive ranging from \$96.66/hour to \$144.98/hour. Why is Mizrahi reluctant to provide the actual invoice to Coco, as per our request.   |     |    |              |              | 20 Traffic Control Personnel & 20 Security Personnel - a full accountability is required regarding the rates paid to the third party provider. To re-iterate last month's concerns, the rates are excessive ranging from \$96.66/hour to \$144.98/hour. Why is Mizrahi reluctant to provide the actual invoice to Coco, as per our request.   |     |    |              |              | 20 Traffic Control Personnel & 20 Security Personnel - a full accountability is required regarding the rates paid to the third party provider. To re-iterate last month's concerns, the rates are excessive ranging from \$96.66/hour to \$144.98/hour. Why is Mizrahi reluctant to provide the actual invoice to Coco, as per our request.   |              |    |              |              |  |     |                |              |        |      |     |    |              |                 |  |  |  |
| Crane Labour   | 3 Crane Operators: Mizrahi has increased the invoicing hourly rate of \$103. 21to \$203/hour (and many Overtime above the subject rates) to \$190.84 & \$286.26/hour. These rates are grossly in excess of industry standard. The Project should be paying for all labour costs directly and payroll certification required to validate the payment of payroll to employee, as well as all government remittance liabilities includingEHT, WSIB...Coco protests the procedure, grossly inflated hourly rates, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance and wage rates. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date coco initiated questions / concerns in 2019 by Maria Rico & subsequently since Mizrahi's expiry of the Control Agreement in August 2022.                          |     |    |              |              | Overtime above the subject rates) to \$190.84 & \$286.26/hour. These rates are grossly in excess of industry standard. The Project should be paying for all labour costs directly and payroll certification required to validate the payment of payroll to employee, as well as all government remittance liabilities includingEHT, WSIB...Coco protests the procedure, grossly inflated hourly rates, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance and wage rates. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date coco initiated questions / concerns in 2019 by Maria Rico & subsequently since Mizrahi's expiry of the Control Agreement in August 2022.   |     |    |              |              | Overtime above the subject rates) to \$190.84 & \$286.26/hour. These rates are grossly in excess of industry standard. The Project should be paying for all labour costs directly and payroll certification required to validate the payment of payroll to employee, as well as all government remittance liabilities includingEHT, WSIB...Coco protests the procedure, grossly inflated hourly rates, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance and wage rates. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date coco initiated questions / concerns in 2019 by Maria Rico & subsequently since Mizrahi's expiry of the Control Agreement in August 2022. |              |    |              |              | 3 Crane Operators: Mizrahi has invoiced hourly at a rate of \$103. 21to \$203/hour (and many Overtime above the subject rates). These rates exceed industry standard. Coco protests the same, and is requesting a copy of certified payroll, to be audited by a third party consultant for confirmation of personnel rates and confirmation of their on site attendance. The rates are excessively higher than industry standard, and a comprehensive review should be implemented from the date of the Control Agreement until today's date, by a third party consultant approved by Coco..   |     |                |              |        |      |     |    |              |                 |  |  |  |
|  |   |     |    |              |              |   |     |    |              |              |   |              |    |              |              |  |     |                |              |        |      |     |    |              |                 |  |  |  |
| Construction Cost  | Coco has never been afforded visibility to the staffing requirements on a monthly basis nor have has Coco been provided an opportunity to comment on rates paid. Mizrahi allocates excessive resources, at excessive rates not supportable given the lack of experience the personnel holds in senior capacities. An audit is required of the actual payroll rates paid and ensuring the payroll burden and rates are reflective of the industry standard, including the payment of government remittances, including EHT, WSIB...  |     |    |              |              | Coco has never been afforded visibility to the staffing requirements on a monthly basis nor have has Coco been provided an opportunity to comment on rates paid. Mizrahi allocates excessive resources, at excessive rates not supportable given the lack of experience the personnel holds in senior capacities. An audit is required of the actual payroll rates paid and ensuring the payroll burden and rates are reflective of the industry standard, including the payment of government remittances, including EHT, WSIB...  |     |    |              |              | When Clark Construction Management Inc. was on site, Coco was afforded visibility to the staffing requirements on a monthly basis and provided an opportunity to comment. Mizrahi allocates excessive resources, at excessive rates not supportable given the lack of experience the personnel holds in senior capacities. An audit is required of the actual payroll rates paid and ensuring the payroll burden and rates are reflective of the industry standard, including the payment of government remittances, including EHT, WSIB...   |              |    |              |              | Coco requests a meeting with each staff person to discuss their scope of work and responsibilities, together with a third party present. Secondly, Coco requests a copy of a certified payroll by a third party to review all costs invoiced to date on the project for all staff costs. This should be executed from the commencement of the Control Agreement until today's date at minimum and the third party consultant should be approved by Coco.   |     |                |              |        |      |     |    |              |                 |  |  |  |
|  |   |     |    |              |              |   |     |    |              |              |   |              |    |              |              |  |     |                |              |        |      |     |    |              |                 |  |  |  |

Coco disputes all Mizrahi personnel and the allocation of daily resources for the following reasons :

1/  
2/

Excessive manpower at excessive rates;  
For efficiency of the Project, the personnel should be engaged directly by THE ONE and monitored by a third party to ensure the following:  
i) Proper planning and organizing of the personnel from Project Management, Scheduler to Traffic Control and Safety;  
ii) Determine and define the scope of works required by personnel;  
iii) Recruitment of only competent personnel to execute the defined scope of work (several on site personnel have no experience in construction or high rise building);  
iv) Wage rates (hourly or salary) must be representative of the industry standard;  
v) The works to be completed on a daily basis must be properly defined and employee must be aware of their responsibilities;  
vi) Maximize utilization of resources (human resources & equipment) and not be excessive (i.e. traffic control; security...);  
vii) Personnel on site must be monitored to ensure they are efficient and productive.

Coco has repeatedly requested details of the on-site personnel and any engagement of a third party must be billed directly to the Project. Why are various scopes and responsibilities removed from this level of transparency? (Traffic, safety management? etc...)



Mizrahi Commercial (The One) GP Inc.  
Payment Listing 2022  
TD Account Transfers

| December 2022                                   |            |             |                          |  | November 2022    |             |                          |          |  | October 2022     |             |                          |   |  | September 2022   |             |                          |          |  | August 2022 |             |                          |              |  |  |
|---|------------|-------------|--------------------------|--|------------------|-------------|--------------------------|----------|--|------------------|-------------|--------------------------|---|--|------------------|-------------|--------------------------|----------|--|-------------|-------------|--------------------------|--------------|--|--|
|   |            |             |                          | COCO APPROVED<br>OR NOT<br>APPROVED (N.A.) |                  |             |                          |          | COCO APPROVED<br>OR NOT<br>APPROVED (N.A.) |                  |             |                          |   | COCO APPROVED<br>OR NOT<br>APPROVED (N.A.) |                  |             |                          |          | COCO APPROVED<br>OR NOT APPROVED<br>(N.A.) |             |             |                          |              |  |  |
| Name  | Date       | Description | Dec 2022 Open<br>Balance |  | Date             | Description | Nov 2022 Open<br>Balance |          |  | Date             | Description | Oct 2022 Open<br>Balance |   |  | Date             | Description | Sep 2022 Open<br>Balance |          |  | Date        | Description | Aug 2022 Open<br>Balance |              |  | JC COMMENTS  |
| Bell Canada                                     |            |             |                          |  |                  |             |                          |          |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  | Invoice to a #ed company, not<br>applicable to the Project |
|   | 01/11/2023 | Jan 2023    | 14.72                    | Approved                                   | 11/01/2022       | Nov 2022    | 14.30                    | Approved |  | 11/01/2022       | Nov 2022    | 13.96                    | Approved  |  | 10/01/2022       | Oct 2022    | 13.91                    | Approved |  | 09/01/2022  | Sep 2022    | 13.77                    | Not approved |  |  |
| Total Bell Canada                               |            |             | 14.72                    |  |                  |             | 14.30                    |          |  |                  |             | 13.96                    |   |  |                  |             | 13.91                    |          |  |             |             | 13.77                    |              |  |  |
| Home Construction Regulatory Authority          |            |             |                          |  | 11/28/2022       | APP-5021342 | 500.00                   | Approved |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  |  |
| Total Home Construction Regulatory Authority    |            |             | -                        |  |                  |             | 500.00                   |          |  |                  |             | -                        |   |  |                  |             | -                        |          |  |             |             | -                        |              |  |  |
| IGIS Global Private Placement Real Estate       |            |             |                          |  |                  |             |                          |          |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  |  |
|   |            |             |                          |  |                  |             |                          |          |  | 08/31/2022       | 08312022    | 3,692,961.00             | IGIS handling fee -<br>approved in<br>accordance with<br>the Credit Facility. |  |                  |             | -                        |          |  |             |             | -                        |              |  |  |
| Total IGIS Global Private Placement Real Estate |            |             | -                        |  |                  |             | -                        |          |  |                  |             | 3,692,961.00             |   |  |                  |             | -                        |          |  |             |             | -                        |              |  |  |
| Master Insurance Limited.                       |            |             |                          |  |                  |             |                          |          |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  |  |
|   | 12/28/2022 |             | 124,660.11               | Approved                                   | 11/25/2022       | 7510175     | 445,696.02               | Approved |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  |  |
| Total Master Insurance Limited.                 |            |             | 124,660.11               |  |                  |             | 445,696.02               |          |  |                  |             | -                        |   |  |                  |             | -                        |          |  |             |             | -                        |              |  |  |
| TD Wire Fee                                     |            |             |                          |  |                  |             |                          |          |  |                  |             |                          |   |  |                  |             |                          |          |  |             |             |                          |              |  |  |
| 0 x Outward Remit @ \$50                        |            |             | -                        |  | TD to other bank |             | -                        |          |  | TD to other bank |             | -                        |   |  | TD to other bank |             | -                        |          |  |             |             | -                        |              |  |  |
| 0 x Outward Remit @ \$25                        |            |             | -                        |  | TD to TD         |             | -                        |          |  | TD to TD         |             | -                        |   |  | TD to TD         |             | -                        |          |  |             |             | -                        |              |  |  |
| 0 x KEB Receiving @ \$10                        |            |             | -                        |  | KEB Receiving    |             | -                        |          |  | KEB Receiving    |             | -                        |   |  | KEB Receiving    |             | -                        |          |  |             |             | -                        |              |  |  |
|   |            |             | -                        |  |                  |             | -                        |          |  |                  |             | -                        |   |  |                  |             | -                        |          |  |             |             | -                        |              |  |  |
| TOTAL   |            |             | 124,674.83               |  |                  |             | 446,210.32               |          |  |                  |             | 3,692,974.96             |   |  |                  |             | 13.91                    |          |  |             |             | 13.77                    |              |  |  |

**ANNEXURE 1 - RECOVERABLE COST COMMENTS****Mizrahi Inc.**

INV # C1282

DATE 01/11/2023

**General Comments:**

Mizrahi Inc. is responsible for the majority of recoverable costs due to lack of completion of the Project in accordance with Project schedule (substantially completion date December 2022) and budget.

| No | Vendor name                   | Supply of:  | Amount \$ | Remarks   |
|----|-------------------------------|---|-----------|---|
| 1  | Active Transport Inc.         | Trailer Detention & freight   | 6,675.00  | Delay in progress on site has caused costs to be incurred for this vendor for trailer detention, excessive environmental fees and should be recharged to the contractor, Mizrahi Inc.   |
| 2  | Aluma Safway                  | Scaffolding system  | 90,535.00 | Total contract sum stands at \$2.9m v original contract of \$1.4m; increase is directly attributable to the delays on site by the Contractor, Mizrahi Inc as these are rent charged due to time delays. All costs due to delay, i.e., \$1.5m should be charged back to the contractor, Mizrahi Inc. |
| 3  | Amherst Concrete Pumping Ltd. | Concrete pouring and labour   | 72,652.79 | Incremental unit rates and costs to the account of the contractor, Mizrahi Inc. - Concrete rates are at \$30/m3 in current invoice v \$26/m3 in Aug 2021.   |
| 4  | Astley Gilbert Inc.           | Site office - paint for 2 Bloor West (Not approved site office by Coco) | 1,400.26  | Site office was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc.   |
| 5  | Barmac Garage Doors           | Stock door supply & installation  | 1,674.41  | This is an incremental costs associated with construction delay due to wear and tear of existing stock door and related equipment, which could have been avoided had the Project completed on time. This cost should be backcharged to the contractor, Mizrahi Inc.                                 |
| 6  | Brandon Jones                 | Tote supply   | 750.00    | Amount paid for 1000L tote supply & delivery. If the project was on time, this could have been avoidable costs.   |
| 7  | Brickeye                      | Noise Monitoring Kit  | 1,170.00  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |
| 8  | Central Fairbank Lumber       | Lumber  | 14,738.46 | Inconsistent pricing with the vendors for the same/similar items have been noted. This shows lack of propriety and control by the contractor, Mizrahi Inc.  |
| 9  | City Disposal Group 2015 Inc. | Waste Disposal  | 24,458.00 | Ok  |
| 10 | City Noise Exempt Permit      | Noise exemption   | 100.00    | Damaging reputation due to noise pollution and would have been avoided had project been completed on time.  |
| 11 | Clonard Group Inc.            | Site disinfection   | 3,460.00  | 2021 rate was \$2,160 v 2022 rate at \$3,460.00. Why is there an escalation in rates allowed to go unchecked? Lack of control and propriety displayed by the contractor, Mizrahi Inc.   |
| 12 | CM Fee                        | CM fee on office rent   | 29,609.38 | CM Fee is being charged on the Triovest rental property. Further, CM Fee is to be at 2.5% as per arbitration award and not 5% as charged to us.   |
| 13 | Consolidated Crane            | Rental for load test counterweights and equipment maintenance           | 5,750.00  | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  |
| 14 | David Paris                   | Crane operator hotel stay costs   | 296.71    | Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning  |
| 15 | Dell-Core                     | Props and beams, safety fence, rack                                     | 14,664.61 | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  |
| 16 | Enbridge                      | Generator costs   | 87,881.00 | Generator costs that is avoidable costs had the project been completed on time. This should be charged back to the contractor, Mizrahi for delay caused by them.  |
| 17 | HercRentals                   | Rental accessories i.e., Fence, Work lights etc                         | 5,006.00  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns   |
| 18 | Hotel & travel                | Excess charges  |           | Unexplained excess charges for Travel and hotel expenses for Erik Millete (Crane operator) & Todd Hallam (Construction) from Riverview (825km)  |
| 19 | Imperial Parking Corp.:       | Parking for employees and contractors                                   | 2,433.50  | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. If the parking garage was completed, employees and contractors could have parked at The One and project would not have incurred these costs.            |
| 20 | Live Patrol Inc.              | Surveillance - CCTV   | 6,100.00  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns   |
| 21 | Livingston                    | Duty/Delivery of goods for mock-up of Hotel suite                       | 191.95    | Andaz Hotel associated costs and budget approval remain outstanding as per Coco and confirmed by Altus in their monthly cost report. These costs should not be approved independently without Coco approval.  |

| No | Vendor name                            | Supply of:                               | Amount \$  | Remarks   |
|----|--|--|------------|---|
| 22 | Morrow Equipment Company, L.L.C        | Liebherr Crane rental and repair charges | 142,333.43 | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |
| 23 | Multitech Trades Corp                  | Power equipment rental                   | 1,500.00   | Morrow is included in the Altus' report as Hard Cost Construction and should be covered under Hard costs budget and not under recoverable costs as invoiced by Mizrahi. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Construction management fee will not apply as it is Hard Cost item.   |
| 24 | QMS                                    | Mailing service                          | 7.00       | Mail sent to BALDWIN SENNECKE HALMAN LLP who are a law firm. What is being sent to a law firm that is being charged to the project? What legal services are they providing to the Project?  |
| 25 | QLD Communications                     | Two-way communication device and service | 1,656.38   | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   |
| 26 | Pay Duty (Toronto Police Service)      | Traffic management for oversize delivery | 1,624.95   | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   |
| 27 | Pro Sling & Safety Inc.                | Miner Belt                               | 477.78     | As project is delayed, these charges are being incurred. Had the project been completed on time, these would be avoidable costs and should therefore be recovered from the Contractor, Mizrahi Inc.   |
| 28 | Proline Hardware                       | Hardware items                           | 16,422.90  | Costs are excessive and no accountability of material usage to the site. Invoices are not legible and the material consumption is not commensurate to the minimal work executed in December 2022.<br>For e.g. 2 1/2" Deck screws 2,500 pcs has been charged at \$299, while they can be bought at Home Depot at \$56.87/1200 pcs  |
| 29 | Safety First Consulting                | Safety training                          | 45,574.44  | Costs are excessive. First aid and CPR training is only \$40-60 but \$150 is being charged to the project. Health & Safety Services program training costing \$45K is being charged to the project and is excessive as compared to industry standards. Lack of cost control, as the training should be using internal resources and run through an established in-house training program.   |
| 30 | SCAF-TECH INC.                         | Scaffolding overhead protection          | 11,523.00  | Overhead hoarding would have been avoidable costs had the project completed on time. Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns.   |
| 31 | Skyway Canada Inc.                     | Charges for Scaffolding installed        | 12,966.00  | Relates to scaffolding inspection for items rented which would not have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mizrahi Inc.  |
| 32 | Staples                                |  | 709.84     | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.  |
| 33 | Stephenson's Rental Services           | Heater rental                            | 16,054.29  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc.  |
| 34 | Sunbelt Rentals Of Canada Inc.         |  | 462.30     | Negotiation for rental rates not done correctly as it is high. Also it includes Rental Protection Plan \$60.30 for damage waiver insurance, which could be negotiated to be covered without any extra charges. Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc. |
| 35 | Super safe                             | Toilet rental                            | 2,704.75   | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc.  |
| 36 | The Fence People Limited               | Fencing                                  | 2,712.00   | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |
| 37 | Todd Hallam                            | Mileage                                  | 503.25     | Not approved as there is no direct relation to the project.<br>Trip to Riverview on Dec 14th and 15th - Mileage 825kms@\$0.61/km  |
| 38 | Toronto Hydro                          | Rental for pump                          | 35.14      | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |
| 39 | Triovest                               | Office rent & misc. charges              | 38,849.07  | Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. <b>This was disapproved, and the Lender supported, rental agreement is not provided to Coco.</b> Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project.   |
| 40 | Turbo Concrete Cutting & Drilling Inc. | Scanning for concrete works              | 1,075.00   | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |

| No | Vendor name | Supply of:                   | Amount \$   | Remarks |
|----|-------------|------------------------------|-------------|---------|
| 41 | Uline       | Safety hats                  | 58.31       | ok      |
| 42 | Vipe        | Moved from GC to HC          | - 45,000.00 |         |
|    |             | SUB-TOTAL                    | 621,796.90  |         |
|    |             | HST                          | 80,833.60   |         |
|    |             | GRAND TOTAL (as per invoice) | 702,630.50  |         |

MIZRAHI INC.

ANNEXURE 2 - HARD CONSTRUCTION COSTS BREAKDOWN & CONTRACTS ON FILE WITH COCO

| Date: 17th January 2023    |                            | BUDGET                                   |            |                                 | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT SUM         |                  |                    |                    |                                |
|----------------------------|----------------------------|--|------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| DIVISION                   | Category                   | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE   | ALTUSGROUP<br>CURRENT<br>BUDGET |                                     | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
| DIVISION1                  | GENERALREQUIREMENTS        | 82,491,497                               | 32,665,978 | 115,157,475                     |                                     | 9,961,454            | 1,949,437        | 81,450,551         | 93,361,442         | -                              |
| DIVISION2                  | SITEWORK                   | 37,264,886                               | 3,488,235  | 40,753,121                      |                                     | 34,329,637           | 3,533,690        | 2,774,793          | 40,638,120         | 27,530,800                     |
| DIVISION3                  | CONCRETE                   | 100,217,570                              | 29,202     | 100,246,772                     |                                     | 80,910,796           | 7,205            | 16,828,771         | 97,746,772         | 11,969,793                     |
| DIVISION4                  | MASONRY                    | 5,094,206                                | -          | 5,094,206                       |                                     | 5,963,178            | - 777,518        | -                  | 5,185,660          | -                              |
| DIVISION5                  | METALS                     | 38,924,484                               | - 206,240  | 38,718,244                      |                                     | 35,349,259           | 1,505,051        | 263,934            | 37,118,244         | 32,984,139                     |
| DIVISION6                  | CARPENTRY                  | 23,199,058                               | -          | 23,199,058                      |                                     | -                    | -                | 110,000            | 110,000            | -                              |
| DIVISION7                  | THERMAL/MOISTUREPROTECTION | 6,146,569                                | 35,879     | 6,182,448                       |                                     | 3,840,650            | 70,670           | -                  | 3,911,320          | 904,450                        |
| DIVISION8                  | DOORS&WINDOWS              | 106,651,304                              | - 99,082   | 106,552,222                     |                                     | 95,072,822           | 2,296,281        | 8,303,426          | 105,672,529        | 102,562,188                    |
| DIVISION9                  | FINISHES                   | 41,091,263                               | -          | 41,091,263                      |                                     | 930,220              | 187,204          | 4,590              | 1,122,014          | -                              |
| DIVISION10                 | SPECIALTIES                | 2,603,590                                | -          | 2,603,590                       |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION11                 | EQUIPMENT                  | 10,179,982                               | 4,800      | 10,184,782                      |                                     | 4,387,980            | 523,570          | -                  | 4,911,550          | -                              |
| DIVISION12                 | FURNISHINGS                | -  | -          | -                               |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION13                 | SPECIALCONSTRUCTION        | -  | -          | -                               |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION14                 | CONVEYINGSYSTEMS           | 28,509,323                               | 1,410,367  | 29,919,690                      |                                     | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| DIVISION15                 | MECHANICAL                 | 36,545,613                               | 746,693    | 37,292,306                      |                                     | 19,790,000           | 1,825,351        | 53,250             | 21,668,601         | 19,790,000                     |
| DIVISION16                 | ELECTRICAL                 | 18,391,058                               | 269,367    | 18,660,425                      |                                     | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| HARDCONSTRUCTION SUB TOTAL |                            | 537,310,403                              | 38,345,199 | 575,655,602                     |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|                            |                            |  |            |                                 |                                     |                      | 13,805,720       | 100%               |                    |                                |

| DIVISION1                                | GENERALREQUIREMENTS |            |            |             |                            |           |           |            |            |   |
|--|---------------------|------------|------------|-------------|----------------------------|-----------|-----------|------------|------------|---|
| General Requirements                     |                     | 70,567,060 | 32,615,978 | 103,183,038 | -                          | -         | -         | 81,387,005 | 81,387,005 |   |
| Crash Deck                               |                     | 0          | 0          | -           | -                          | -         | -         | -          | -          |   |
| Tower Crane                              |                     | 6,370,354  | 0          | 6,370,354   | Morrow+Cornell+WhiskeyJack | 6,370,354 | -         | -          | 6,370,354  |   |
| Municipal Service Works                  |                     | 1,237,178  | 0          | 1,237,178   | VipeConstructionLimited    | 1,062,100 | 161,532   | 63,546     | 1,287,178  |   |
| Atlantic Lifts                           |                     | 29,000     | 0          | 29,000      | AtlanticLifts              | 29,000    | -         | -          | 29,000     |   |
| Rail Climbing System (Breakout from GC ) |                     | 4,287,905  | 0          | 4,287,905   | RailClimbingSystem(RCS)    | 2,500,000 | 1,787,905 | -          | 4,287,905  |   |
| DIVISION1 TOTAL                          |                     | 82,491,497 | 32,615,978 | 115,107,475 | -                          | 9,961,454 | 1,949,437 | 81,450,551 | 93,361,442 | - |

| DIVISION2                  | SITE WORK |            |           |            |                                  |            |           |           |            |            |
|----------------------------|-----------|------------|-----------|------------|----------------------------------|------------|-----------|-----------|------------|------------|
| Soil Remediation           |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Excavation                 |           | 4,789,800  | -         | 4,789,800  | Michael Bros.(ExecutedContract)  | 4,789,800  | -         | -         | 4,789,800  |            |
| Miscellaneous Excavation   |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Shoring/Caissons           |           | 27,690,856 | -         | 27,690,856 | Anchor(ExecutedContract)         | 27,383,850 | -         | 307,006   | 27,690,856 | 27,383,850 |
| Dewatering                 |           | -          | -         | -          | Includedindivision1              | -          | -         | -         | -          |            |
| Landscaping                |           | 2,476,338  | -         | 2,476,338  | RoyalBedrock(outstanding)        | -          | 8,550     | 2,467,787 | 2,476,337  |            |
| Landscaping Retail Terrace |           | 1,991,942  | 3,488,235 | 5,480,177  | AldershotLandscaping/UCCGroup(Ou | 2,009,037  | 3,471,140 | -         | 5,480,177  |            |
| Landscaping Tower Terraces |           | Incl.above | -         | Incl.above |                                  | -          | -         | -         | -          |            |
| GranularSupply             |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Fountains                  |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |

| DIVISION                          | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE  | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES  | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |            |
|-----------------------------------|----------|--|-----------|---------------------------------|--------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|------------|
| Curbs,Walks&Stairs                |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| MunicipalCurbs                    |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| AsphaltPaving                     |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| UnderslabDrainageandSOG           |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| Demolition                        |          | 115,000                                  | -         | 115,000                         | AllowanceforDundonald                | -                    | -                | -                  | -                  |                                |            |
| VerticalDrainageBoard             |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| Fences                            |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| MechanicalUndergroundServices     |          | 200,950                                  | -         | 200,950                         | ProDrain(ExecutedContract)           | 146,950              | 54,000           | -                  | 200,950            | 146,950                        |            |
| DIVISION2 TOTAL                   |          | 37,264,886                               | 3,488,235 | 40,753,121                      |                                      | 34,329,637           | 3,533,690        | 2,774,793          | 40,638,120         | 27,530,800                     |            |
| -                                 |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION3                         | CONCRETE |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| Formwork(FoundationtoGround)      |          | 11,729,017                               | -         | 11,729,017                      | Hardwall(ExecutedContract)           | 11,969,793           | -                | 240,776            | -                  | 11,729,017                     | 11,969,793 |
| Formwork(Level1Mto18)             |          | 24,469,875                               | -         | 24,469,875                      | Hardwall(UnexecutedContract/Invoice) | 24,251,096           | -                | 247,981            | -                  | 24,499,077                     |            |
| Formwork(Level19toTOH)            |          | 31,446,395                               | -         | 31,446,395                      | Hardwall(UnexecutedContract/CM)      | 31,446,395           | -                | -                  | -                  | 31,446,395                     |            |
| Rebar Supply                      |          | 15,195,742                               | -         | 15,195,742                      | Salit                                | 6,336,068            | -                | 8,859,674          | -                  | 15,195,742                     |            |
| Rebar Labour                      |          | Incl.infrmk                              | -         | Incl.infrmk                     | Includedinformwork                   |                      | -                | -                  | -                  | -                              |            |
| RebarAccessories                  |          | Incl.inrebar                             | -         | Incl.inrebar                    | Includedinrebar                      |                      | -                | -                  | -                  | -                              |            |
| ConcreteAccessories               |          | -  | -         | -                               | IncludedinDivision1                  |                      | -                | -                  | -                  | -                              |            |
| ConcreteCuttingandCoring          |          | -  | -         | -                               |                                      |                      | -                | -                  | -                  | -                              |            |
| ConcreteSupply                    |          | 14,876,541                               | -         | 14,876,541                      | Innocon                              | 6,907,444            | -                | 7,969,097          | -                  | 14,876,541                     |            |
| ConcretePouringLabour             |          | Incl.infrmk                              | -         | Incl.infrmk                     | Includedinformwork                   |                      | -                | -                  | -                  | -                              |            |
| ConcreteFinishing/Levelling       |          | 2,500,000                                | -         | 2,500,000                       | Allowanceforresidentialfloors        |                      | -                | -                  | -                  | -                              |            |
| PumpedConcreteRental              |          | -  | -         | -                               |                                      |                      | -                | -                  | -                  | -                              |            |
| PrecastStairs                     |          | Incl.informwork                          | -         | Incl.informwork                 |                                      |                      | -                | -                  | -                  | -                              |            |
| Couplers                          |          | Included                                 | -         | Included                        |                                      |                      | -                | -                  | -                  | -                              |            |
| SoundAttenuationWall              |          | Included                                 | -         | Included                        |                                      |                      | -                | -                  | -                  | -                              |            |
| DIVISION3 TOTAL                   |          | 100,217,570                              | -         | 100,217,570                     |                                      | 80,910,796           | 7,205            | 16,828,771         | 97,746,772         | 11,969,793                     |            |
| -                                 |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION4                         | MASONRY  |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| Masonry                           |          | Incl.below                               | 1,550,178 | 1,550,178                       | BlockwallMasonry(outstanding)        | 1,550,178            | -                | -                  | -                  | 1,550,178                      |            |
| MasonryBlock                      |          | 2,797,000                                | -         | 1,550,178                       | Limen(Terminated)                    | 2,783,000            | -                | 1,536,178          | -                  | 1,246,822                      |            |
| HeritageRetention                 |          | 2,297,206                                | -         | 2,297,206                       | Clifford(AsperInvoice)               | 1,630,000            | 758,660          | -                  | -                  | 2,388,660                      |            |
| ArchitecturalBlock                |          | Incl.above                               | -         | Incl.above                      | -                                    | -                    | -                | -                  | -                  | -                              |            |
| Stone                             |          | Incl.above                               | -         | Incl.above                      | -                                    | -                    | -                | -                  | -                  | -                              |            |
| DIVISION4                         | TOTAL    | 5,094,206                                | -         | 5,094,206                       | 0                                    | 5,963,178            | -                | 777,518            | -                  | 5,185,660                      | -          |
| -                                 |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION5                         | METALS   |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| StructuralSteel(SupplyandInstall) |          | 22,508,995                               | -         | 22,508,995                      | Walters(ExecutedbyTrade)             | 22,286,287           | 222,708          | -                  | -                  | 22,508,995                     | 22,286,687 |
| StructuralSteel(SupplyandInstall) |          | 11,828,720                               | -         | 11,828,720                      | Walters(ExecutedbyTrade)             | 10,697,452           | 867,334          | 263,934            | -                  | 11,828,720                     | 10,697,452 |
| SteelDeck LabourandMaterials      |          | Included                                 | -         | Included                        | -                                    | -                    | -                | -                  | -                  | -                              |            |
| MetalFabrications                 |          | 2,986,769                                | -         | 2,986,769                       | Cult(LOI)                            | 2,365,520            | 415,009          | -                  | -                  | 2,780,529                      |            |
| FeatureStairs                     |          | 1,600,000                                | -         | 1,600,000                       | -                                    | -                    | -                | -                  | -                  | -                              |            |
| Canopies                          |          | -  | -         | -                               | IncludedinGamma                      | -                    | -                | -                  | -                  | -                              |            |

| DIVISION                              | Category                          | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE      | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------------------|-----------------------------------|--|---------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| BalconyrailingandScreens              |                                   | -  | -             | -                               | IncludedinGamma                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION5</b>                      | <b>TOTAL</b>                      | <b>38,924,484</b>                        | -             | <b>38,924,484</b>               | <b>0</b>                            | <b>35,349,259</b>    | <b>1,505,051</b> | <b>263,934</b>     | <b>37,118,244</b>  | <b>32,984,139</b>              |
| <b>DIVISION6</b>                      | <b>CARPENTRY</b>                  | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RoughCarpentry                        |                                   | -  | -             | -                               | Includedinfinishcarpentry           | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoSuites                       | 16,209,953                               | -             | 16,209,953                      | Vipe/Mar-Tec                        | -                    | -                | 110,000            | 110,000            |                                |
| FinishCarpentry                       | HotelSuites                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoCommon                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | Retail                            | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | HotelCommon                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| BathroomCabinets                      | Hotel                             | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| KitchenandBathroomCabinets            |                                   | 6,989,105                                | -             | 6,989,105                       | -                                   | -                    | -                | -                  | -                  |                                |
| SlidingClosetDoorsandShelves          |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| CustomMillwork                        |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| <b>DIVISION6</b>                      | <b>TOTAL</b>                      | <b>23,199,058</b>                        | -             | <b>23,199,058</b>               | <b>0</b>                            | <b>-</b>             | <b>-</b>         | <b>110,000</b>     | <b>110,000</b>     | <b>-</b>                       |
| <b>DIVISION7</b>                      | <b>THERMAL/MOISTUREPROTECTION</b> |  |               |                                 |                                     |                      |                  |                    |                    |                                |
| Waterproofing                         |                                   | 928,501                                  | -             | 928,501                         | Bothwell(ExecutedContract)          | 904,450              | 24,051           | -                  | 928,501            | 904,450                        |
| Foundationwaterproofing               |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Insulation                            |                                   | -  | -             | -                               | Incl.inFoamInsulation               | -                    | -                | -                  | -                  |                                |
| Fireproofing                          |                                   | 1,270,179                                | -             | 1,270,179                       | UniqueSpace                         | 73,900               | -                | -                  | 73,900             |                                |
| Fireproofing                          |                                   | 264,340                                  | -             | 264,340                         | FJConstruction                      | 264,340              | -                | -                  | 264,340            |                                |
| SidingPanels                          |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| MetalPanels Interior                  |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| Soffits                               |                                   | Incl.above                               | -             | Incl.above                      | Includedinroofing                   | -                    | -                | -                  | -                  |                                |
| MembraneRoofing                       |                                   | 2,091,943                                | 30,779        | 2,122,723                       | Bothwell(AsperTenderSummary)        | 2,081,204            | 41,519           | -                  | 2,122,723          |                                |
| TrafficTopping                        |                                   | 434,016                                  | 5,100         | 439,116                         | OnFloorSolutions(Outstanding)       | 434,016              | 5,100            | -                  | 439,116            |                                |
| Firestopping                          |                                   | Included                                 | -             | Included                        | Includedinfireproofing              | -                    | -                | -                  | -                  |                                |
| Caulking&Sealants                     |                                   | 1,157,590                                | -             | 1,157,590                       | POP s(ExecutedLOI)                  | 82,740               | -                | -                  | 82,740             |                                |
| FoamInsulation                        |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| <b>DIVISION7</b>                      | <b>TOTAL</b>                      | <b>6,146,569</b>                         | <b>35,879</b> | <b>6,182,449</b>                |                                     | <b>3,840,650</b>     | <b>70,670</b>    | <b>-</b>           | <b>3,911,320</b>   | <b>904,450</b>                 |
| <b>DIVISION8</b>                      | <b>DOORS&amp;WINDOWS</b>          |  |               |                                 |                                     |                      |                  |                    |                    |                                |
| HollowMetalDoors&Frames               |                                   | 249,598                                  | -             | 249,598                         | GageAluminum&Glass                  | 230,000              | 19,598           | -                  | 249,598            |                                |
| HollowMetalDoors&Frames(RetailSupply) |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| InteriorGlazing                       |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| GarageOverheadDoors                   |                                   | 126,376                                  | -             | 126,376                         | -                                   | -                    | -                | -                  | -                  |                                |
| AluminiumWindows                      |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RevolvingDoors                        |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| StructuralGlass                       |                                   | 14,701,596                               | 32,061        | 14,733,657                      | Seele(ExecutedContract)             | 12,398,103           | 2,254,090        | 49,403             | 14,701,596         | 12,983,154                     |
| PodiumCurtainWall                     |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| PenthouseEnclosures                   |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | 129,105          | 8,119,816          | 8,248,921          |                                |
| TowerCurtainWall                      |                                   | 89,460,761                               | - 63,204      | 89,397,558                      | Gamma(ExecutedContract)/Riversid    | 81,330,113           | - 273,109        | 91,632             | 81,148,636         | 89,579,034                     |

| DIVISION           | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|--------------------|----------|--|----------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| Hardware           |          | 2,112,972 -                              | 67,940   | 2,045,032                       | Guardtek                            | 1,114,606            | 166,597          | 42,575             | 1,323,778          |                                |
| Hardware Retail    |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| MegaColumnCladding |          | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| Louvres            |          | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| ShowerDoors        |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| SkylightSystems    |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION8          | TOTAL    | 106,651,303 -                            | 99,083   | 106,552,221                     |                                     | 95,072,822           | 2,296,281        | 8,303,426          | 105,672,529        | 102,562,188                    |

| DIVISION9        | FINISHES     |                   |          |                   |                                   |                |                |              |                  |          |  |
|------------------|--------------|-------------------|----------|-------------------|-----------------------------------|----------------|----------------|--------------|------------------|----------|--|
| Stucco           |              | -                 | -        | -                 | -                                 |                | -              | -            | -                | -        |  |
| Drywall          | Residential  | 14,315,816        | -        | 14,315,816        | UnitedDrywall(ContractOutstanding |                | 707,220        | 148,904      | -                | 856,124  |  |
| Drywall          | Hotel        | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Drywall          | Retail       | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Tile             | CondoSuites  | 9,484,085         | -        | 9,484,085         | -                                 |                | -              | -            | -                | -        |  |
| Tile             | HotelSuites  | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Tile             | CondoCommon  | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Tile             | HotelCommon  | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Tile             | RetailCommon | Incl.above        | -        | Incl.above        | -                                 |                | -              | -            | -                | -        |  |
| Countertops      |              | 5,655,583         | -        | 5,655,583         | -                                 |                | -              | -            | -                | -        |  |
| WoodFlooring     |              | 5,930,667         | -        | 5,930,667         | -                                 |                | -              | -            | -                | -        |  |
| Carpet           |              | -                 | -        | -                 | -                                 |                | -              | -            | -                | -        |  |
| Painting         |              | 2,705,112         | -        | 2,705,112         | 2218840OntarioInc.(ContractOutsta |                | 223,000        | 38,300       | 4,590            | 265,890  |  |
| SpecialFinishes  |              | -                 | -        | -                 | Includedinpainting                |                | -              | -            | -                | -        |  |
| FinalClean       |              | 3,000,000         | -        | 3,000,000         | -                                 |                | -              | -            | -                | -        |  |
| WallPaper        |              | -                 | -        | -                 | -                                 |                | -              | -            | -                | -        |  |
| <b>DIVISION9</b> | <b>TOTAL</b> | <b>41,091,263</b> | <b>-</b> | <b>41,091,263</b> | <b>0</b>                          | <b>930,220</b> | <b>187,204</b> | <b>4,590</b> | <b>1,122,014</b> | <b>-</b> |  |

| DIVISION10               | SPECIALTIES  |                  |          |                  |                                  |          |          |          |          |          |  |
|--------------------------|--------------|------------------|----------|------------------|----------------------------------|----------|----------|----------|----------|----------|--|
| ToiletPartitions         |              | 8,400            | -        | 8,400            | -                                |          | -        | -        | -        | -        |  |
| Louvres                  |              | -                | -        | -                | IncludedinGamma                  |          | -        | -        | -        | -        |  |
| OutdoorKitchens          |              | 100,000          | -        | 100,000          | -                                |          | -        | -        | -        | -        |  |
| Fireplaces               |              | 500,000          | -        | 500,000          | Allowanceforupperfloorfireplaces |          | -        | -        | -        | -        |  |
| SpecialtyPartitions      |              | -                | -        | -                | -                                |          | -        | -        | -        | -        |  |
| Mirrors                  |              | 61,700           | -        | 61,700           | -                                |          | -        | -        | -        | -        |  |
| LoadingDockEquipment     |              | 70,000           | -        | 70,000           | -                                |          | -        | -        | -        | -        |  |
| MetalLockers             |              | 349,200          | -        | 349,200          | -                                |          | -        | -        | -        | -        |  |
| BicycleRacks             |              | 240,698          | -        | 240,698          | -                                |          | -        | -        | -        | -        |  |
| ToiletandBathAccessories |              | 1,141,992        | -        | 1,141,992        | -                                |          | -        | -        | -        | -        |  |
| MailBoxes                |              | 41,600           | -        | 41,600           | -                                |          | -        | -        | -        | -        |  |
| Pedimat                  |              | 90,000           | -        | 90,000           | -                                |          | -        | -        | -        | -        |  |
| <b>DIVISION10</b>        | <b>TOTAL</b> | <b>2,603,590</b> | <b>-</b> | <b>2,603,590</b> | <b>0</b>                         | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> |  |

| DIVISION11 | EQUIPMENT |
|------------|-----------|
|------------|-----------|



| DIVISION                  | Category                   | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE       | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES   | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------|----------------------------|--|----------------|---------------------------------|---------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| WindowWashingSystems      |                            | 1,623,460                                | -              | 1,623,460                       | Tractel(ExecutedContract)             | 1,363,800            | 264,460          | -                  | 1,628,260          |                                |
| HotelKitchenEquipment     |                            | 150,000                                  | -              | 150,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| Appliances                |                            | 4,448,232                                | -              | 4,448,232                       | -                                     | -                    | -                | -                  | -                  |                                |
| GarbageCompactor&bins     |                            | 350,000                                  | -              | 350,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| ParkingStackers           |                            | 1,623,460                                | -              | 1,623,460                       | Klaus(ExecutedContract)               | 1,364,350            | 259,110          | -                  | 1,623,460          |                                |
| Pools                     |                            | 1,659,830                                | -              | 1,659,830                       | ServicePlus(AsperTenderSummary)       | 1,659,830            | -                | -                  | 1,659,830          |                                |
| FloatingFloors            |                            | 325,000                                  | -              | 325,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION11</b>         | <b>TOTAL</b>               | <b>10,179,982</b>                        | <b>-</b>       | <b>10,179,982</b>               | <b>0</b>                              | <b>4,387,980</b>     | <b>523,570</b>   | <b>-</b>           | <b>4,911,550</b>   | <b>-</b>                       |
| <b>DIVISION12</b>         | <b>FURNISHINGS</b>         |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| WindowCoverings           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| GymRoomEquipment          |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| RestaurantLooseFurniture  |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION12</b>         | <b>TOTAL</b>               | <b>-</b>                                 | <b>-</b>       | <b>-</b>                        | <b>0</b>                              | <b>-</b>             | <b>-</b>         | <b>-</b>           | <b>-</b>           | <b>-</b>                       |
| <b>DIVISION13</b>         | <b>SPECIALCONSTRUCTION</b> |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| DynamicDamperAllowance    |                            | -  | -              | -                               | IncludedinWalters                     | -                    | -                | -                  | -                  |                                |
| SaunasandHotTub           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION13</b>         | <b>TOTAL</b>               | <b>-</b>                                 | <b>-</b>       | <b>-</b>                        | <b>0</b>                              | <b>-</b>             | <b>-</b>         | <b>-</b>           | <b>-</b>           | <b>-</b>                       |
| <b>DIVISION14</b>         | <b>CONVEYINGSYSTEMS</b>    |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| CondoElevators            |                            | 28,509,323                               | -              | 28,509,323                      | Otis(ExecutedContract)                | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| HotelElevators            |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| RetailElevators           |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| JumpLifts                 |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| Hoists                    |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| <b>DIVISION14</b>         | <b>TOTAL</b>               | <b>28,509,323</b>                        | <b>-</b>       | <b>28,509,323</b>               | <b>0</b>                              | <b>27,900,000</b>    | <b>2,019,690</b> | <b>-</b>           | <b>29,919,690</b>  | <b>27,900,000</b>              |
| <b>DIVISION15</b>         | <b>MECHANICAL</b>          |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| Plumbing,Fire             | ProtectionandControls      | 20,868,658                               | 221,812        | 21,090,470                      | ModernNiagara(ExecutedContract)       | 19,790,000           | 1,825,351        | -                  | 21,615,351         | 19,790,000                     |
| FireProtection            |                            | 100,000                                  | -              | 100,000                         | DisanoSprinklerDesignFee              | -                    | -                | 53,250             | 53,250             |                                |
| HVAC/High                 | RiseMechanical             | 15,576,955                               | -              | 15,576,955                      | -                                     | -                    | -                | -                  | -                  |                                |
| Controls                  |                            | Incl.in1500                              | -              | Incl.in1500                     | -                                     | -                    | -                | -                  | -                  |                                |
|                           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION15</b>         | <b>TOTAL</b>               | <b>36,545,613</b>                        | <b>221,812</b> | <b>36,767,425</b>               | <b>0</b>                              | <b>19,790,000</b>    | <b>1,825,351</b> | <b>53,250</b>      | <b>21,668,601</b>  | <b>19,790,000</b>              |
| <b>DIVISION16</b>         | <b>ELECTRICAL</b>          |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| Electrical                |                            | 15,044,564                               | 253,959        | 15,298,523                      | Ozz(ExecutedContract)                 | 14,648,842           | 665,089          | -                  | 15,313,931         | 18,924,782                     |
| Electrical                |                            | - 1,405,482                              | - -            | 1,405,482                       | Credit for cash allowances carried in | -                    | -                | -                  | -                  |                                |
| LightFixtures             |                            | 4,402,976                                | -              | 4,402,976                       | Ozz (Executed Contract)               | 4,402,976            | -                | -                  | 4,402,976          |                                |
| SecurityAlarmSystem       |                            | 349,000                                  | -              | 349,000                         | Guardtek (Award Recommendation)       | 349,000              | -                | -                  | 349,000            |                                |
| ExternalLightingAllowance |                            | Included                                 | -              | Included                        | Included in electrical                | -                    | -                | -                  | -                  |                                |
| SiteServices              |                            | Included                                 | -              | Included                        | Included in electrical                | -                    | -                | -                  | -                  |                                |

| DIVISION    | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE   | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|-------------|----------|--|------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| DIVISION16  | TOTAL    | 18,391,058                               | 253,959    | 18,645,017                      | 0                                   | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| GRAND TOTAL |          | 537,310,402                              | 36,516,780 | 573,827,184                     |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|             |          | -  | 1          | -                               | 1,828,419                           | -                    | -                | -                  | -                  |                                |

|  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|
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|  |  |  |  |  |  |  |  |  |  |  |



**Mizrahi Commercial (The One) GP Inc.**  
**February 2023 Month End**  
**Payment Listing**

|                                    |               | <u>Total</u>                   |
|------------------------------------|---------------|--------------------------------|
| Amount of Cheques                  | 811,453.42    |                                |
| Amount of Wires & Transfers        | 17,635,277.22 | 18,446,730.64                  |
| Amount of Payments from TD Account | 15.56         | 15.56                          |
| <b>Total:</b>                      |               | <u><b>\$ 18,446,746.20</b></u> |

Note: Wire amounts noted in USDs,GBPs, KRWs may differ from the actual depending on FX at time of transfer

Authorized Signatures:

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Sam Mizrahi  
I have the authority to bind the corporation

**NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS**

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Jenny Coco  
I have the authority to bind the corporation

[illegible]

| Month Year ->                           |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|---|------------|------|--------------|---|------------|---------------|--------------|----------------|--|------|-----|--------------|----------------|---|------|-----|--------------|----------------|------|-----|--------------|----------------|------|-----|--------------|----------------|---|----------------|
| February 2023                           |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Vendor                                  | Date       | Num  | Open Balance | Jenny Comments<br>(17th March 2023)   | Date       | Num           | Open Balance | Jenny Comments | No comments<br>provided by<br>Mirahi to<br>Coco's query<br>from Jan 2023 | Date | Num | Open Balance | Jenny Comments | Mark Kilfoyle comments<br>(31st Jan 2023) | Date | Num | Open Balance | Jenny Comments | Date | Num | Open Balance | Jenny Comments | Date | Num | Open Balance | Jenny Comments | COCO Approved OR Not<br>Approved (N.A.) | Jenny Comments |
|   |            |      |              | NOT APPROVED<br>This is for Hotel mock-up. As the budget for the hotel has not been submitted and therefore not approved. Thus this expense is not approved. Unable to approve without a budget for the Andax Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....".<br>Mirahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus continues to report it still appears as a Project budget risks (Altus report no. 42 section 1.8) |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Access Industries Inc.            | 02/23/2023 | 2700 | 696.28       |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| BA Consulting Group Ltd.                |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total BA Consulting Group Ltd.          |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Bed Bath and Beyond                     |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              | NOT APPROVED<br>This is for Hotel mock-up. As the budget for the hotel has not been submitted and therefore not approved. Thus this expense is not approved. Unable to approve without a budget for the Andax Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....".<br>Mirahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus reports it still appears as a Project budget risks (Altus report no. 42 section 1.8)             |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Bed Bath and Beyond               |            |      |              |   | 01/05/2023 | CAD4002865750 | 92.83        |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Borden Ladner Gervais LLP               |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              | NOT APPROVED:<br>As Coco has not been requested to participate in the process nor are they updated on the status of the matter. Why is this still on-going?   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Borden Ladner Gervais LLP         |            |      |              |   | 01/01/2023 | 88620013      | 7,927.50     |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Bousfields Inc.                         |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Bousfields Inc.                   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Bulpen Research & Consulting Inc.       |            |      |              | NOT APPROVED<br>Neither the details nor the purpose of the market report is not evident from the invoice. Mirahi Inc to provide the requirement for the market report   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Bulpen Research & Consulting Inc. |            |      |              |   | 04/01/2023 | 1490          | 4,795.04     |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| BuzzbuzzHome                            |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total BuzzbuzzHome                      |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Chart Communications Inc.               |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              | NOT APPROVED - Scope of work has never been managed or defined by Mirahi.<br>In addition to the comments related to marketing expenditure from previous months:<br>This is a marketing expense which has exceeded the budget provided by the Credit Agreement Amending Agreement dated February 4th, 2021, lender approved \$15m limit. The budget increase by lender that Mirahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.<br>Altus reports Marketing & Advertising cost to end of Jan 2023: \$18.55m; which exceeds the credit agreement sum of \$15m  |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Chart Communications Inc.         |            |      |              |   | 02/01/2023 | 12303         | 1,576.35     |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Crisi-Little International, Inc.        |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Crisi-Little International, Inc.  |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Coco International Inc.                 |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Coco International Inc.           |            |      |              |   | 03/14/2023 | 2023-01       | 53,540.18    |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Conway and Partners LLC                 |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Conway and Partners LLC           |            |      |              |   | 03/01/2023 | 13910         | 9,666.67     |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Cone Architects Inc                     |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
|   |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |
| Total Cone Architects Inc               |            |      |              |   |            |               |              |                |  |      |     |              |                |   |      |     |              |                |      |     |              |                |      |     |              |                |   |                |

| Mirahi Commercial (The One) GP Inc.<br>Payment Listing 2022<br>Cheques |               |     |              |                                     |            |       |              |  |  |            |       |              |  |   |            |            |               |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|--|---------------|-----|--------------|-------------------------------------|------------|-------|--------------|--|--|------------|-------|--------------|--|---|------------|------------|---------------|--|---|------------|--------------|----------------|-------------------------------|--------------------------------|---------------|----------------|------|-----|--------------|----------------|---|----------------|--------------|--|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|-------------|--|--|--|--|--|--|--|
| Month Year ->  | February 2023 |     |              |                                     |            |       |              |  | January 2023   |            |       |              |  |   |            |            | December 2022 |  |   |            |              |                |                               |                                | November 2022 |                |      |     |              |                |   |                | October 2022 |  |  |  |  |  |  |  | September 2022 |  |  |  |  |  |  |  | August 2022 |  |  |  |  |  |  |  |
| Vendor   | Date          | Num | Open Balance | Jenny Comments<br>(17th March 2023) | Date       | Num   | Open Balance | Jenny Comments   | No comments<br>provided by<br>Mirahi to<br>Coco's query<br>from Jan 2023 | Date       | Num   | Open Balance | Jenny Comments   | Mark Kilfoyle comments<br>(31st Jan 2023)   | Date       | Num        | Open Balance  | Jenny Comments   | Date  | Num        | Open Balance | Jenny Comments | Date                          | Num                            | Open Balance  | Jenny Comments | Date | Num | Open Balance | Jenny Comments | COCO Approved OR Not<br>Approved (N.A.) | Jenny Comments |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71099 | 81,360.00    | NOT APPROVED:<br>Construction administration is not commensurate to the works in place against hard construction costs. It is likely that an extension of time and costs will apply to their contract. As per Altus report no. 42 for Dec 2022, only 52% of the construction is completed to date which is far lesser than the amount progressed with Core Architects at 98.2%<br>As this Project has not been delivered on time, this cost should be borne by the contractor, Mirahi and not be charged to the Project. |  |            |       |              |  |   |            |            |               |  |   | 08/01/2022 | 68430        |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71101 | 254.25       | NOT APPROVED:<br>Scope of works has not been shared with Coco. The PATH connectivity is not a scope of works that is within the Project's ambit. Please explain why Core has not been engaged. Coco is to be actively participating in any change to scope of work as per Arbitration Award.   |  | 12/08/2022 | 70962 |              | Approved.  |   |            |            |               |  |   | 08/13/2022 | 70607        | 17,628.00      | Approved                      |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71102 | 423.75       | NOT APPROVED:<br>Scope of works has not been shared with Coco. Please explain why Core has been engaged. Coco has not been actively engaged (incl & not limited to Budget, Time, KOL, funding etc.) in any discussions in additional height as per Arbitration Award.  |  | 12/08/2022 | 70963 | 254.25       |  |   |            |            |               |  |   | 08/13/2022 | 70608        | 81,360.00      | Why revisions again? Explain? |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71103 | 508.50       | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |  | 12/08/2022 | 70963 |              | Not Approved -<br>This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This comment was also submitted last month, and no response.  | This invoice is for time and materials associated with work outside of any of the existing contracts. Looking at alternative layouts for F&B (Food and Beverage) for the hotel and KSGF. This was not included in contracts because F&B agreement has not yet been negotiated. This was a strategy agreed to with Rudy Braun our Asset Manager for the Hotel to ensure we maximize our revenue from F&B. It was a required expense.<br>All historical questions have been answered in previous responses. | 11/16/2022 | 70763      |               | Approved   |   |            |              | 08/13/2022     | 70609                         | 13,983.75                      | Approved      |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71105 | 47,601.25    | NOT APPROVED:<br>Construction administration is not commensurate to the works in place against hard construction costs. It is likely that an extension of time and costs will apply to their contract. As per Altus report no. 42 for Dec 2022, only 52% of the construction is completed to date which is far lesser than the amount progressed with Core Architects at 98.2%<br>As this Project has not been delivered on time, this cost should be borne by the contractor, Mirahi and not be charged to the Project. |  | 12/08/2022 | 70964 | 1,101.75     | Approved   |   |            | 11/16/2022 | 70764         | 81,360.00  | Please explain why we have 3 options and it was our understanding the City of Toronto was responsible for the Path Connection? Explain. |            | 08/15/2022   | 70633          | 47,601.25                     | Same comment as for inv #68430 |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/17/2023 | 71105 | 47,601.25    | NOT APPROVED:<br>Construction administration is not commensurate to the works in place against hard construction costs. It is likely that an extension of time and costs will apply to their contract. As per Altus report no. 42 for Dec 2022, only 52% of the construction is completed to date which is far lesser than the amount progressed with Core Architects at 98.2%<br>As this Project has not been delivered on time, this cost should be borne by the contractor, Mirahi and not be charged to the Project. |  | 12/08/2022 | 70965 | 720.38       | Not approved -<br>This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This comment was also submitted last month, and no response.  | This is an invoice (\$847.50K) for time associated with work outside of any of the existing contracts. Altus no longer has a concern, as they stated in the meeting with you, and this comment will be removed. Again with was determining the best use of certain areas within the Hotel and Andaz/Hyatt space in order to maximize revenue and efficient use of operating costs. All historical questions have been answered in previous responses.   | 11/16/2022 | 70765      | 8,559.75      | This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? |   | 10/07/2022 | 70610        | 508.50         | Approved                      |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/18/2023 | 71142 | 6,667.00     | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |  | 12/08/2022 | 70966 | 847.50       | Not approved -<br>As this relates to additional height, with no budget and funding implications addressed with Coco as 50% equity stakeholder.   | This is an invoice is for time associated with work outside of any of the existing contracts. The extra height was requested by Coco at the last Arbitration for the extra height and all work associated for the extra height is a Project cost.   | 11/16/2022 | 70766      | 1,271.25      | Same as above re: Andaz / Hyatt.   |   | 10/07/2022 | 70633        | 74.05          | Approved                      |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/18/2023 | 71143 | 6,667.00     | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |  | 12/08/2022 | 70969 | 678.00       | Not approved -<br>As Construction Administration at 89.6% is not commensurate to the works in place against hard construction cost budget. It is likely that extension of time and costs may apply.  | Core has been working throughout the Project duration, including during building permit and stop work order. There are hours of work tied to milestones and if they exceed the hours it impacts %.  | 11/16/2022 | 70767      | 2,457.75      | Why is construction administration at 96% when less than 50% of the building is completed? See prior comments above.   |   | 10/07/2022 | 70634        | 81,360.00      | Why revisions again? Explain? |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 01/27/2023 | 71231 | 805.13       | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |  | 12/08/2022 | 70970 | 81,360.00    | Not approved -<br>The design works & working drawings as per original contract - has this scope of work been completed? What is the Construction Administration - is this on-site? If so, Mirahi, as noted by Altus Report, together with the notice of default from the Lender for failing to meet construction completion date of 12/2022. Mirahi is behind schedule. Thus, what is the impact to CORE's contract? This cost overrun should be back charged to the Constructor, due to his lack of timely completion of the Project. | Core has been working throughout the Project duration, including during building permit and stop work order. There are hours of work tied to milestones and if they exceed the hours it impacts %.<br>There is no grounds for back charging the Contractor.   | 11/21/2022 | 70822      | 47,601.25     | Same as above re: Andaz / Hyatt.   |   | 10/07/2022 | 70635        | 4,407.00       | Approved                      |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 02/03/2023 | 71256 | 81,360.00    | NOT APPROVED:<br>Construction administration is not commensurate to the works in place against hard construction costs. It is likely that an extension of time and costs will apply to their contract. As per Altus report no. 42 for Dec 2022, only 52% of the construction is completed to date which is far lesser than the amount progressed with Core Architects at 98.2%<br>As this Project has not been delivered on time, this cost should be borne by the contractor, Mirahi and not be charged to the Project. |  | 12/15/2022 | 71079 | 47,601.25    | Not Approved -<br>As the invoice relates strictly to the increased cost of insurance for 2022 due to Project delay, it should not be borne by the Project. Note, Coco did not participate in this negotiation and has repeatedly asked questions in support of this vendor's invoice.  | This is an invoice for approved work and you have approved these monthly invoices in the past. This related to increased insurance as requested by the lender above standard insurance coverage. This is a Project cost and must be paid by the Project.  | 11/30/2022 | 70815      | 1,525.50      | Same as above re: Andaz / Hyatt.   | 10/18/2022  | 70722      |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 02/03/2023 | 71257 | 339.00       | NOT APPROVED:<br>While Mark's comments from Dec 2022 payment listing only addresses that the extra height as a request, it does not address the larger question of budget and funding implications especially when so many units are remaining unsold.   |  |            |       | 28,250.00    |  |   |            |            |               |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 02/15/2023 | 71361 | 6,667.00     | NOT APPROVED:<br>Related to Andaz hotel - Main contract. As the hotel budget approval is pending and overdue, this invoice is not approved by Coco. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 43 section 1.8)   |  | 02/03/2023 | 71258 | 254.25       | NOT APPROVED:<br>This relates to changes from Concrete Wall Blocks to Gypsum Wall Board signifying change in quality of build. Please explain why this change is required. Why is Coco not actively engaged in making this decision?   |   |            |            |               |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 02/15/2023 | 71362 | 1,101.75     | NOT APPROVED:<br>See above. In addition, Related to Andaz hotel - Concept Design phase. As the hotel budget approval is pending and overdue, this invoice is not approved by Coco.   |  | 02/03/2023 | 71259 | 169.50       | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |   |            |            |               |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
|  |               |     |              |                                     | 02/15/2023 | 71363 | 593.25       | NOT APPROVED:<br>Related to Andaz hotel - mock-up suite being developed in Italy. As the hotel budget approval is pending and overdue, this invoice is not approved by Coco. Further, why is the hotel suite required to be developed in Italy?<br>There is no business justification to complete the mock-up suite in Italy.  |  | 02/03/2023 | 71269 | 254.25       | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSGF). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8)  |   |            |            |               |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
| Total Core Architects Inc  |               |     |              |                                     | 02/15/2023 | 71363 | 8,362.00     |  |  |            |       | 160,813.13   |  |   | 11/30/2022 | 124296     | 149,442.50    |  |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |
| Davoust Vukovich LLP   |               |     |              |                                     | 03/03/2023 | 516   | 15,000.00    |  |  |            |       |              |  |   |            |            | 1,024.06      | Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted. This is 100% a Mirahi expense.   |   |            |              |                |                               |                                |               |                |      |     |              |                |   |                |              |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |



### Cheques



| Month Year ->                                   | February 2023                            |     |              |  |                        |     |              |   |   |                     | January 2023 |              |  |   |      |                             |              |   |                  |                  | December 2022   |  |   |                  |              |                  |   |                  |              |                        | November 2022                        |                |  |  |  |  |  |  |  |  | October 2022 |  |  |  |  |  |  |  |  |  | September 2022 |  |  |  |  |  |  |  |  |  | August 2022 |  |  |  |  |  |  |  |  |  |
|---|--|-----|--------------|--|------------------------|-----|--------------|---|---|---------------------|--------------|--------------|--|---|------|-----------------------------|--------------|---|------------------|------------------|---|--|---|------------------|--------------|------------------|---|------------------|--------------|------------------------|--------------------------------------|----------------|--|--|--|--|--|--|--|--|--------------|--|--|--|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|--|--|-------------|--|--|--|--|--|--|--|--|--|
| Vendor  | Date                                     | Num | Open Balance | Jenny Comments<br>(17th March 2023)  | Date                   | Num | Open Balance | Jenny Comments  | No comments provided by Mirrahi to Coco's query from Jan 2023 | Date                | Num          | Open Balance | Jenny Comments   | Mark Kilfoyle comments (31st Jan 2023)  | Date | Num                         | Open Balance | Jenny Comments  | Date             | Num              | Open Balance  | Jenny Comments   | Date  | Num              | Open Balance | Jenny Comments   | Date  | Num              | Open Balance | Jenny Comments         | COCO Approved OR Not Approved (N.A.) | Jenny Comments |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Debtors Canada LLP                        |  |     | 139,105.19   | LEGAL FEES: The budget for legal fees amounts to \$13.7 m as per Altus report no. 36, however, the total cost accounted to end of Jan 2023 amounts to \$16.2m. The cost overrun on legal costs leaves no amount for closing costs for the project.   |                        |     | 142,146.04   |   |   |                     |              | 399,324.96   | See all comments above.  |   |      |                             | 114,277.91   |   |                  |                  | 95,922.34   | To date, the prior pre-paid invoice remains to be a concern of Coco as per prior month, no details provided. Secondly, Coco is concerned with the lack of accountability of all prior invoices related to the Muzo litigation matter- NOT APPROVING ANY DEBTOR'S INVOICES AS PER PRIOR EMAIL AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE |   |                  |              | 198,432.89       | Open Balance: 612,921.71  |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Design Agency                                   |  |     |              | NOT APPROVED<br>This is for Hotel mock-up. As the budget for the hotel has not been submitted and therefore not approved. Thus this expense is not approved. Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....".<br>Mirrahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus continues to report it still appears as a Project budget risks (Altus report no. 42 section 1.8) |                        |     |              |   |   |                     |              |              |  |   |      | 12/01/2022 26873-R1         |              | Not Approved – First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mirrahi, sharing the same concerns as noted in the Altus Report. | 11/01/2022 26778 |                  | Not Approved – First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mirrahi, sharing the same concerns as noted in the Altus Report. |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 02/28/2023 27162                         |     | 15,434.20    |  |                        |     |              |   |   |                     |              |              | 8,374.29   |   |      |                             |              |   |                  | 11/01/2022 26779 |   | 1,047.29   | Not Approved – First and foremost, this consultant is over the original budget, but also Coco not received the final hotel budget from Mirrahi, sharing the same concerns as noted in the Altus Report. | 10/01/2022 26652 |              |                  | Andaz Hotel Design changes beyond original scope of work continue to be disputed, as Coco (50% stakeholder has not been engaged nor consulted with) and clarification required. | 09/01/2022 26542 |              | Approved with question | Why has budget been exceeded again?  |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 02/28/2023 27170                         |     | 3,276.00     | Same as above  | 02/01/2023 27036       |     | 12,964.65    | NOT APPROVED:<br>Related to Andaz hotel and Retail (KSFCL). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no. 42 section 1.8) |   | 12/16/2022 26957    |              |              | Not approved - Hotel and Retail budget remain outstanding as per prior comments. Further, the budget has escalated to \$27M, well in excess of the approved budget of \$18M.   | This is an invoice for the build out of the mock suite for Hyatt necessary to approve the mock-up suite and get it into production asap to complete the fit out of the hotel as per the schedule. |      |                             |              |   | 09/01/2022 26543 |                  | 7,198.10  | Not approved for the same concerns noted above   |   |                  |              |                  | 6,834.62  | 13,367.38        |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 03/03/2023 27192                         |     | 33,979.62    | Same as above  | 03/13/2023 019 18-C874 |     | 165,398.10   | Same as above   |   |                     |              | 4,035.10     |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 08/25/2023 1w4 24675 Chgt 0384 26-C794 - |     | 3,276.00     | Chgt 0384 20-C794 Retainer   |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 02/27/2023 1w4 Feb23 Chgt 1408 18-C874 - |     | 48,613.82    | Chgt 1408 18-C674 Retainer   |                        |     |              |   |   |                     |              | 4,035.10     |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Design Agency                             |  |     | -            |  |                        |     | 178,362.75   |   |   |                     |              | 4,035.10     |  |   |      |                             |              | 8,374.29  |                  |                  |   | 15,026.30  |   |                  |              |                  |   |                  |              | 6,834.62               | 13,367.38                            |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Dotice Magazine Publishing Inc.                 |  |     |              |  |                        |     |              |   |   | 12/13/2022 15747    |              |              | Not Approved - In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.0.126)(i) the Borrower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance)." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mirrahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | "See response to question 7." - refer to above comments on Chart Communications Inc.  |      |                             |              |   |                  |                  |   |  |   |                  |              | 11/10/2022 15542 |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   | 02/23/2023 15508                         |     | 1,005.70     | NOT APPROVED - Scope of work has never been managed or defined by Mirrahi. In addition to the comments related to marketing expenditure from previous months: This is a marketing expense which has exceeded the budget provided by the Credit Agreement Amending Agreement dated February 4th, 2021, lender approved \$15m limit. The budget increase by lender that Mirrahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.<br><br>Altus reports Marketing & Advertising cost to end of Jan 2023: \$18.55m; which exceeds the credit agreement sum of \$15m   |                        |     |              |   |   |                     |              | 15,481.00    |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  | 15,481.00    | -                      |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Dotice Magazine Publishing Inc.           |  |     | 1,005.70     |  |                        |     | -            |   |   |                     |              | 15,481.00    |  |   |      |                             |              | -   |                  |                  |   | -  |   |                  |              |                  |   |                  | 15,481.00    | Not approved           |                                      | -              |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Domestic Corporation                            |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      | 12/12/2022 140-MER-0036-R61 |              | As per current and prior months (over many years), supported by the Altus Report requesting the same, until a budget is received for Andaz, there shall be no approvals from Coco.                      |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              | 1,633.72  |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Domestic Corporation                      |  |     | -            |  |                        |     | -            |   |   |                     |              | -            |  |   |      |                             |              | 1,633.72  |                  |                  |   | -  |   |                  |              |                  |   |                  |              | -                      |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Ernst & Young LLP                               |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Ernst & Young LLP                         |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Famboy  |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Famboy                                    |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Fashen Marinneau DuMoulin LLP                   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Fashen Marinneau DuMoulin LLP             |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Fleetwood Fine Furniture International LP       |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Fleetwood Fine Furniture International LP |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Fogler Rubloff LLP                              |  |     |              |  |                        |     |              |   |   | 01/01/2023 22210053 |              | 2,447.92     | Approved   |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   | 01/27/2023 22201197 |              | 6,278.05     | Approved   |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Fogler Rubloff LLP                        |  |     |              |  |                        |     |              |   |   |                     |              | 6,726.97     |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| GemStar Group                                   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total GemStar Group                             |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Goods FF Canada Ltd.                            |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Total Goods FF Canada Ltd.                      |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
| Glaholt Bowles LLP                              |  |     |              |  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  |   |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |
|   |  |     |              | NOT APPROVED:<br>Neither legal counsel nor Mirrahi provided information related to request for list of legal disputes nor any progress. This invoice does not have any details other than reference to Glazing Consultancy Services  |                        |     |              |   |   |                     |              |              |  |   |      |                             |              |   |                  |                  |   |  |   |                  |              |                  | </  |                  |              |                        |                                      |                |  |  |  |  |  |  |  |  |              |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |



### Cheques

[illegible]

[illegible]



| Mirahi Commercial (The One) GP Inc.<br>Payment Listing 2022<br>Cheques       |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|--|---------------|---------------|--------------|--|------------|---------------|--------------|--|--|------------|---------------|--------------|---|--|------------|---------------|--------------|---|------------|--------|--------------|---|------------|--------|--------------|---|------------|-------|--------------|----------------|---|---|--|--|--|--|--|
| Month Year ->  | February 2023 |               |              |  |            | January 2023  |              |  |  |            | December 2022 |              |   |  |            | November 2022 |              |   |            |        | October 2022 |   |            |        |              | September 2022  |            |       |              |                | August 2022                             |   |  |  |  |  |  |
| Vendor   | Date          | Num           | Open Balance | Jenny Comments<br>(17th March 2023)  | Date       | Num           | Open Balance | Jenny Comments   | No comments<br>provided by<br>Mirahi to<br>Coco's query<br>from Jan 2023 | Date       | Num           | Open Balance | Jenny Comments  | Mark Kilfoyle comments<br>(31st Jan 2023)  | Date       | Num           | Open Balance | Jenny Comments  | Date       | Num    | Open Balance | Jenny Comments  | Date       | Num    | Open Balance | Jenny Comments  | Date       | Num   | Open Balance | Jenny Comments | COCO Approved OR Not<br>Approved (N.A.) | Jenny Comments  |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 12/15/2022 | IN2062        |              | Not Approved -<br>In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M over budget with questionable results. An email was sent on January 3rd, 2023, and to date, we have received no response from Mirahi. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | "See response to question 7." - refer to above comments on Chart Communications Inc                        | 11/16/2022 | IN1731        |              | In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following: "2.01(26)(i) the Borrower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above. | 10/20/2022 | IN1338 |              | Communication Budget continues to be unilaterally approved by Sam, as per prior submissions dating from 2019. As repeatedly mentioned, the current spend is well in excess of 300% over budget. Sam agreed to present to Coco (Jenny Coco) a budget in 2019. Instead, Sam delivered a "dry run" with Maria (accountant for the Project) only. To date, Sam has refused to present a budget and perpetually postpones engagement of Coco for approvals. Coco continues to have concerns with mis-appropriation of the budget towards "branding" of Mirahi Developments. As perpetually disputed and noted, Coco continues to be most concerned with the misuse of the communication budget with no accountability. | 09/30/2022 | IN1161 |              | Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding of MI | 08/01/2022 | IN460 |              | Open Balance   |   |   |  |  |  |  |  |
| Total St. Joseph Media   |               |               |              |  | 02/01/2023 | IN2161        | 6,896.88     | Same as above  |  |            |               | 19,210.00    |   |  |            |               | 19,210.00    |   |            |        |              | 19,210.00   |            |        |              | 35,877.50   |            |       |              | 12,995.00      |   |   |  |  |  |  |  |
| Sue Dulmage & Associates Inc.  |               |               | -            |  |            |               | 53,840.00    |  |  |            |               | 19,210.00    |   |  |            |               | 19,210.00    |   |            |        |              | 19,210.00   |            |        |              | 35,877.50   |            |       |              | 32,205.00      | Not Approved                            | Communication Budget exceeded over 300% with no approvals from Coco |  |  |  |  |  |
|  |               |               |              |  |            |               |              | NOT APPROVED: Related to Andaz hotel and Retail (K2FC). The hotel budget approval is pending and overdue. Mark's comments as Altus' report no. 42 for December 2022 still carries the Hotel & Retail finishes as a risk item in their budget and exclude general requirements for cost-to-complete and is not considered in the budget or funding (see Altus report no 42 section 1.8) |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  | 01/01/2023 | 3024          | 339.00       |  |  | 01/01/2023 | 3028          | 34.74        | Same as above   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Sue Dulmage & Associates Inc. Suite 22                                 |               |               | -            |  |            |               | 373.74       |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Suite 22 Sun-Brite   |               |               | -            |  |            |               | -            |  |  |            |               | -            |   |  |            |               | -            |   |            |        |              | 6,427.76  |            |        |              | 6,427.76  |            |       |              | -              |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Sun-Brite Toronto Concrete Floors Ltd.                                 |               |               | -            |  |            |               | -            |  |  |            |               | -            |   |  |            |               | 3,819.00     |   |            |        |              | 3,819.00  |            |        |              | -   |            |       | -            |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Toronto Concrete Floors Ltd. The Manufacturers Life Insurance Company  |               |               | -            |  |            |               | -            |  |  | 01/01/2023 | Jan 2023 Rent |              | Not approved - Mirahi renewed without consultation or approval from Coco for the period Jan - Oct 2023  | Insurance is critical to the Project. Having no insurance would expose the Project to further liabilities. |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 02/01/2023 | Feb 2023 Rent | 4,337.32     | Not approved - Mirahi renewed without consultation or approval from Coco for the period Jan - Oct 2023  |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  | 04/01/2023    | Apr 2023 Rent | 4,337.32     | Not approved - Mirahi renewed without consultation or approval from Coco for the period Jan - Oct 2023. Mirahi's response to the same query simply points to the need for insurance and fails to address why the extension was made without Coco approval. Lender has continued to approve without consulting with Coco. | 03/01/2023 | Mar 2023 Rent | 4,337.32     | Not approved - Mirahi renewed without consultation or approval from Coco for the period Jan - Oct 2023. Mirahi's response to the same query simply points to the need for insurance and fails to address why the extension was made without Coco approval. Lender has continued to approve without consulting with Coco.   |  |            |               | 4,337.32     |   |  |            |               |              |   |            |        |              | 4,337.31  |            |        |              | 4,337.31  |            |       |              | 4,337.31       |   |   |  |  |  |  |  |
| Total The Manufacturers Life Insurance Company TPH Ltd. (The Printing House) |               |               | 4,337.32     |  |            |               | 4,337.32     |  |  |            |               | 8,674.64     |   |  |            |               | -            |   |            |        |              | 4,337.31  |            |        |              | 4,337.31  |            |       |              | 4,337.31       |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 01/01/2023 | 07/02/14/206  | 409.49       | NOT APPROVED<br>In addition to the comments related to marketing expenditure from previous months: This is a marketing expense which has exceeded the budget provided by the Credit Agreement Amending Agreement dated February 4th, 2021, lender approved \$15m limit. The budget increase by lender that Mirahi refers to in his response to Coco query for Dec 2022 payment has not been approved by Coco group.   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total TPH Ltd. (The Printing House)  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Traffic Tech Inc.  |               |               |              |  |            |               | 409.49       | Altus reports Marketing & Advertising cost to end of Dec 2022: \$17.93m; which exceeds the credit  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  | 12/08/2022    | IN/14107781   | 243.80       | NOT APPROVED: Relates to Andaz Hotel for which the budget has not been approved by Coco despite many requests made over the period.  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Traffic Tech Inc. Veloustics Canada Ltd.                               |               |               | 253.13       | Same as above  |            |               | 496.93       |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  | 12/13/2022    | IN/14100910   |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 12/01/2022 | 0030888       | 6,343.96     | Not approved - this is a noise by-law infraction caused by Mirahi the constructor, and Mirahi is responsible for payment of this fee.   | Coco has no authority to hold up payment on invoices for this argument.                                    |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 12/08/2022 | 0031126       |              | Not approved - this is a noise by-law infraction caused by Mirahi the constructor, and Mirahi is responsible for payment of this fee.   | There is no grounds to back charge to the GC.  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Veloustics Canada Ltd.   |               |               |              | Not approved - this is a noise by-law infraction caused by Mirahi the constructor, and Mirahi is responsible for payment of this fee.  | 03/02/2023 | 0031286       | 5,862.72     |  |  |            |               | 4,900.81     |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Westmount Guarantee Services Inc.  |               |               |              |  |            |               |              |  |  |            |               | 11,244.77    |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
|  |               |               |              |  |            |               |              |  |  | 01/16/2023 | 237315-17-19  | 238,401.00   | Approved  |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| Total Westmount Guarantee Services Inc.                                      |               |               |              |  |            |               |              |  |  |            |               | 238,401.00   |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| TOTAL  |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| APPROVED TOTAL   |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |
| NOT APPROVED TOTAL   |               |               |              |  |            |               |              |  |  |            |               |              |   |  |            |               |              |   |            |        |              |   |            |        |              |   |            |       |              |                |   |   |  |  |  |  |  |

| Vendor | Jan 2022 | Feb 2022 | Mar 2022 | April 2022 | May 2022 | June 2022 | July 2022 | August 2022 | September 2022 | October 2022 | November 2022 | December 2022 | January 2023 | February 2023 | March 2023 | April 2023 | May 2023 | June 2023 | July 2023 | August 2023 | September 2023 | October 2023 | November 2023 | December 2023 | January 2024 | February 2024 | March 2024 | April 2024 | May 2024 | June 2024 | July 2024 | August 2024 | September 2024 | October 2024 | November 2024 | December 2024 | January 2025 | February 2025 | March 2025 | April 2025 | May 2025 | June 2025 | July 2025 | August 2025 | September 2025 | October 2025 | November 2025 | December 2025 | January 2026 | February 2026 | March 2026 | April 2026 | May 2026 | June 2026 | July 2026 | August 2026 | September 2026 | October 2026 | November 2026 | December 2026 | January 2027 | February 2027 | March 2027 | April 2027 | May 2027 | June 2027 | July 2027 | August 2027 | September 2027 | October 2027 | November 2027 | December 2027 | January 2028 | February 2028 | March 2028 | April 2028 | May 2028 | June 2028 | July 2028 | August 2028 | September 2028 | October 2028 | November 2028 | December 2028 | January 2029 | February 2029 | March 2029 | April 2029 | May 2029 | June 2029 | July 2029 | August 2029 | September 2029 | October 2029 | November 2029 | December 2029 | January 2030 | February 2030 | March 2030 | April 2030 | May 2030 | June 2030 | July 2030 | August 2030 | September 2030 | October 2030 | November 2030 | December 2030 | January 2031 | February 2031 | March 2031 | April 2031 | May 2031 | June 2031 | July 2031 | August 2031 | September 2031 | October 2031 | November 2031 | December 2031 | January 2032 | February 2032 | March 2032 | April 2032 | May 2032 | June 2032 | July 2032 | August 2032 | September 2032 | October 2032 | November 2032 | December 2032 | January 2033 | February 2033 | March 2033 | April 2033 | May 2033 | June 2033 | July 2033 | August 2033 | September 2033 | October 2033 | November 2033 | December 2033 | January 2034 | February 2034 | March 2034 | April 2034 | May 2034 | June 2034 | July 2034 | August 2034 | September 2034 | October 2034 | November 2034 | December 2034 | January 2035 | February 2035 | March 2035 | April 2035 | May 2035 | June 2035 | July 2035 | August 2035 | September 2035 | October 2035 | November 2035 | December 2035 | January 2036 | February 2036 | March 2036 | April 2036 | May 2036 | June 2036 | July 2036 | August 2036 | September 2036 | October 2036 | November 2036 | December 2036 | January 2037 | February 2037 | March 2037 | April 2037 | May 2037 | June 2037 | July 2037 | August 2037 | September 2037 | October 2037 | November 2037 | December 2037 | January 2038 | February 2038 | March 2038 | April 2038 | May 2038 | June 2038 | July 2038 | August 2038 | September 2038 | October 2038 | November 2038 | December 2038 | January 2039 | February 2039 | March 2039 | April 2039 | May 2039 | June 2039 | July 2039 | August 2039 | September 2039 | October 2039 | November 2039 | December 2039 | January 2040 | February 2040 | March 2040 | April 2040 | May 2040 | June 2040 | July 2040 | August 2040 | September 2040 | October 2040 | November 2040 | December 2040 | January 2041 | February 2041 | March 2041 | April 2041 | May 2041 | June 2041 | July 2041 | August 2041 | September 2041 | October 2041 | November 2041 | December 2041 | January 2042 | February 2042 | March 2042 | April 2042 | May 2042 | June 2042 | July 2042 | August 2042 | September 2042 | October 2042 | November 2042 | December 2042 | January 2043 | February 2043 | March 2043 | April 2043 | May 2043 | June 2043 | July 2043 | August 2043 | September 2043 | October 2043 | November 2043 | December 2043 | January 2044 | February 2044 | March 2044 | April 2044 | May 2044 | June 2044 | July 2044 | August 2044 | September 2044 | October 2044 | November 2044 | December 2044 | January 2045 | February 2045 | March 2045 | April 2045 | May 2045 | June 2045 | July 2045 | August 2045 | September 2045 | October 2045 | November 2045 | December 2045 | January 2046 | February 2046 | March 2046 | April 2046 | May 2046 | June 2046 | July 2046 | August 2046 | September 2046 | October 2046 | November 2046 | December 2046 | January 2047 | February 2047 | March 2047 | April 2047 | May 2047 | June 2047 | July 2047 | August 2047 | September 2047 | October 2047 | November 2047 | December 2047 | January 2048 | February 2048 | March 2048 | April 2048 | May 2048 | June 2048 | July 2048 | August 2048 | September 2048 | October 2048 | November 2048 | December 2048 | January 2049 | February 2049 | March 2049 | April 2049 | May 2049 | June 2049 | July 2049 | August 2049 | September 2049 | October 2049 | November 2049 | December 2049 | January 2050 | February 2050 | March 2050 | April 2050 | May 2050 | June 2050 | July 2050 | August 2050 | September 2050 | October 2050 | November 2050 | December 2050 | January 2051 | February 2051 | March 2051 | April 2051 | May 2051 | June 2051 | July 2051 | August 2051 | September 2051 | October 2051 | November 2051 | December 2051 | January 2052 | February 2052 | March 2052 | April 2052 | May 2052 | June 2052 | July 2052 | August 2052 | September 2052 | October 2052 | November 2052 | December 2052 | January 2053 | February 2053 | March 2053 | April 2053 | May 2053 | June 2053 | July 2053 | August 2053 | September 2053 | October 2053 | November 2053 | December 2053 | January 2054 | February 2054 | March 2054 | April 2054 | May 2054 | June 2054 | July 2054 | August 2054 | September 2054 | October 2054 | November 2054 | December 2054 | January 2055 | February 2055 | March 2055 | April 2055 | May 2055 | June 2055 | July 2055 | August 2055 | September 2055 | October 2055 | November 2055 | December 2055 | January 2056 | February 2056 | March 2056 | April 2056 | May 2056 | June 2056 | July 2056 | August 2056 | September 2056 | October 2056 | November 2056 | December 2056 | January 2057 | February 2057 | March 2057 | April 2057 | May 2057 | June 2057 | July 2057 | August 2057 | September 2057 | October 2057 | November 2057 | December 2057 | January 2058 | February 2058 | March 2058 | April 2058 | May 2058 | June 2058 | July 2058 | August 2058 | September 2058 | October 2058 | November 2058 | December 2058 | January 2059 | February 2059 | March 2059 | April 2059 | May 2059 | June 2059 | July 2059 | August 2059 | September 2059 | October 2059 | November 2059 | December 2059 | January 2060 | February 2060 | March 2060 | April 2060 | May 2060 | June 2060 | July 2060 | August 2060 | September 2060 | October 2060 | November 2060 | December 2060 | January 2061 | February 2061 | March 2061 | April 2061 | May 2061 | June 2061 | July 2061 | August 2061 | September 2061 | October 2061 | November 2061 | December 2061 | January 2062 | February 2062 | March 2062 | April 2062 | May 2062 | June 2062 | July 2062 | August 2062 | September 2062 | October 2062 | November 2062 | December 2062 | January 2063 | February 2063 | March 2063 | April 2063 | May 2063 | June 2063 | July 2063 | August 2063 | September 2063 | October 2063 | November 2063 | December 2063 | January 2064 | February 2064 | March 2064 | April 2064 | May 2064 | June 2064 | July 2064 | August 2064 | September 2064 | October 2064 | November 2064 | December 2064 | January 2065 | February 2065 | March 2065 | April 2065 | May 2065 | June 2065 | July 2065 | August 2065 | September 2065 | October 2065 | November 2065 | December 2065 | January 2066 | February 2066 | March 2066 | April 2066 | May 2066 | June 2066 | July 2066 | August 2066 | September 2066 | October 2066 | November 2066 | December 2066 | January 2067 | February 2067 | March 2067 | April 2067 | May 2067 | June 2067 | July 2067 | August 2067 | September 2067 | October 2067 | November 2067 | December 2067 | January 2068 | February 2068 | March 2068 | April 2068 | May 2068 | June 2068 | July 2068 | August 2068 | September 2068 | October 2068 | November 2068 | December 2068 | January 2069 | February 2069 | March 2069 | April 2069 | May 2069 | June 2069 | July 2069 | August 2069 | September 2069 | October 2069 | November 2069 | December 2069 | January 2070 | February 2070 | March 2070 | April 2070 | May 2070 | June 2070 | July 2070 | August 2070 | September 2070 | October 2070 | November 2070 | December 2070 | January 2071 | February 2071 | March 2071 | April 2071 | May 2071 | June 2071 | July 2071 | August 2071 | September 2071 | October 2071 | November 2071 | December 2071 | January 2072 | February 2072 | March 2072 | April 2072 | May 2072 | June 2072 | July 2072 | August 2072 | September 2072 | October 2072 | November 2072 | December 2072 | January 2073 | February 2073 | March 2073 | April 2073 | May 2073 | June 2073 | July 2073 | August 2073 | September 2073 | October 2073 | November 2073 | December 2073 | January 2074 | February 2074 | March 2074 | April 2074 | May 2074 | June 2074 | July 2074 | August 2074 | September 2074 | October 2074 | November 2074 | December 2074 | January 2075 | February 2075 | March 2075 | April 2075 | May 2075 | June 2075 | July 2075 | August 2075 | September 2075 | October 2075 | November 2075 | December 2075 | January 2076 | February 2076 | March 2076 | April 2076 | May 2076 | June 2076 | July 2076 | August 2076 | September 2076 | October 2076 | November 2076 | December 2076 | January 2077 | February 2077 | March 2077 | April 2077 | May 2077 | June 2077 | July 2077 | August 2077 | September 2077 | October 2077 | November 2077 | December 2077 | January 2078 | February 2078 | March 2078 | April 2078 | May 2078 | June 2078 | July 2078 | August 2078 | September 2078 | October 2078 | November 2078 | December 2078 | January 2079 | February 2079 | March 2079 | April 2079 | May 2079 | June 2079 | July 2079 | August 2079 | September 2079 | October 2079 | November 2079 | December 2079 | January 2080 | February 2080 | March 2080 | April 2080 | May 2080 | June 2080 | July 2080 | August 2080 | September 2080 | October 2080 | November 2080 | December 2080 | January 2081 | February 2081 | March 2081 | April 2081 | May 2081 | June 2081 | July 2081 | August 2081 | September 2081 | October 2081 | November 2081 | December 2081 | January 2082 | February 2082 | March 2082 | April 2082 | May 2082 | June 2082 | July 2082 | August 2082 | September 2082 | October 2082 | November 2082 | December 2082 | January 2083 | February 2083 | March 2083 | April 2083 | May 2083 | June 2083 | July 2083 | August 2083 | September 2083 | October 2083 | November 2083 | December 2083 | January 2084 | February 2084 | March 2084 | April 2084 | May 2084 | June 2084 | July 2084 | August 2084 | September 2084 | October 2084 | November 2084 | December 2084 | January 2085 | February 2085 | March 2085 | April 2085 | May 2085 | June 2085 | July 2085 | August 2085 | September 2085 | October 2085 | November 2085 | December 2085 | January 2086 | February 2086 | March 2086 | April 2086 | May 2086 | June 2086 | July 2086 | August 2086 | September 2086 | October 2086 | November 2086 | December 2086 | January 2087 | February 2087 | March 2087 | April 2087 | May 2087 | June 2087 | July 2087 | August 2087 | September 2087 | October 2087 | November 2087 | December 2087 | January 2088 | February 2088 | March 2088 | April 2088 | May 2088 | June 2088 | July 2088 | August 2088 | September 2088 | October 2088 | November 2088 | December 2088 | January 2089 | February 2089 | March 2089 | April 2089 | May 2089 | June 2089 | July 2089 | August 2089 | September 2089 | October 2089 | November 2089 | December 2089 | January 2090 | February 2090 | March 2090 | April 2090 | May 2090 | June 2090 | July 2090 | August 2090 | September 2090 | October 2090 | November 2090 | December 2090 | January 2091 | February 2091 | March 2091 | April 2091 | May 2091 | June 2091 | July 2091 | August 2091 | September 2091 | October 2091 | November 2091 | December 2091 | January 2092 | February 2092 | March 2092 | April 2092 | May 2092 | June 2092 | July 2092 | August 2092 | September 2092 | October 2092 | November 2092 | December 2092 | January 2093 | February 2093 | March 2093 | April 2093 | May 2093 | June 2093 | July 2093 | August 2093 | September 2093 | October 2093 | November 2093 | December 2093 | January 2094 | February 2094 | March 2094 | April 2094 | May 2094 | June 2094 | July 2094 | August 2094 | September 2094 | October 2094 | November 2094 | December 2094 | January 2095 | February 2095 | March 2095 | April 2095 | May 2095 | June 2095 | July 2095 | August 2095 | September 2095 | October 2095 | November 2095 | December 2095 | January 2096 | February 2096 | March 2096 | April 2096 | May 2096 | June 2096 | July 2096 | August 2096 | September 2096 | October 2096 | November 2096 | December 2096 | January 2097 | February 2097 | March 2097 | April 2097 | May 2097 | June 2097 | July 2097 | August 2097 | September 2097 | October 2097 | November 2097 | December 2097 | January 2098 | February 2098 | March 2098 | April 2098 | May 2098 | June 2098 | July 2098 | August 2098 | September 2098 | October 2098 | November 2098 | December 2098 | January 2099 | February 2099 | March 2099 | April 2099 | May 2099 | June 2099 | July 2099 | August 2099 | September 2099 | October 2099 | November 2099 | December 2099 | January 2100 | February 2100 | March 2100 | April 2100 | May 2100 | June 2100 | July 2100 | August 2100 | September 2100 | October 2100 | November 2100 | December 2100 | January 2101 | February 2101 | March 2101 | April 2101 | May 2101 | June 2101 | July 2101 | August 2101 | September 2101 | October 2101 | November 2101 | December 2101 | January 2102 | February 2102 | March 2102 | April 2102 | May 2102 | June 2102 | July 2102 | August 2102 | September 2102 | October 2102 | November 2102 | December 2102 | January 2103 | February 2103 | March 2103 | April 2103 | May 2103 | June 2103 | July 2103 | August 2103 | September 2103 | October 2103 | November 2103 | December 2103 | January 2104 | February 2104 | March 2104 | April 2104 | May 2104 | June 2104 | July 2104 | August 2104 | September 2104 | October 2104 | November 2104 | December 2104 | January 2105 | February 2105 | March 2105 | April 2105 | May 2105 | June 2105 | July 2105 | August 2105 | September 2105 | October 2105 | November 2105 | December 2105 | January 2106 | February 2106 | March 2106 | April 2106 | May 2106 | June 2106 | July 2106 | August 2106 | September 2106 | October 2106 | November 2106 | December 2106 | January 2107 | February 2107 | March 2107 | April 2107 | May 2107 | June 2107 | July 2107 | August 2107 | September 2107 | October 2107 | November 2107 | December 2107 | January 2108 | February 2108 | March 2108 | April 2108 | May 2108 | June 2108 | July 2108 | August 2108 | September 2108 | October 2108 | November 2108 | December 2108 | January 2109 | February 2109 | March 2109 | April 2109 | May 2109 | June 2109 | July 2109 | August 2109 | September 2109 | October 2109 | November 2109 | December 2109 | January 2110 | February 2110 | March 2110 | April 2110 | May 2110 | June 2110 | July 2110 | August 2110 | September 2110 | October 2110 | November 2110 | December 2110 | January 2111 | February 2111 | March 2111 | April 2111 | May 2111 | June 2111 | July 2111 | August 2111 | September 2111 | October 2111 | November 2111 | December 2111 | January 2112 | February 2112 | March 2112 | April 2112 | May 2112 | June 2112 | July 2112 | August 2112 | September 2112 | October 2112 | November 2112 | December 2112 | January 2113 | February 2113 | March 2113 | April 2113 | May 2113 | June 2113 | July 2113 | August 2113 | September 2113 | October 2113 | November 2113 | December 2113 | January 2114 | February 2114 | March 2114 | April 2114 | May 2114 | June 2114 | July 2114 | August 2114 | September 2114 | October 2114 | November 2114 | December 2114 | January 2115 | February 2115 | March 2115 | April 2115 | May 2115 | June 2115 | July 2115 | August 2115 | September 2115 |
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| Vendor                      | Em | Num | FA | Open Balance | JC COMMENTS  | Em | Num | FA | Open Balance | JC COMMENTS   | Mark Kelly's comments (FY 2022)  | Em | Num | FA | Open Balance | JC COMMENTS  | Em | Num | FA | Open Balance | JC COMMENTS  | Em | Num | FA | Open Balance | JC COMMENTS  | Em | Num | FA | Open Balance | JC COMMENTS COLO APPROVED OR NOT APPROVED IN A   | Em | Num | FA | Open Balance | JC COMMENTS COLO APPROVED OR NOT APPROVED IN A   |
|-----------------------------|----|-----|----|--------------|--|----|-----|----|--------------|---|--|----|-----|----|--------------|--|----|-----|----|--------------|--|----|-----|----|--------------|--|----|-----|----|--------------|--|----|-----|----|--------------|--|
| Yiss                        |    |     |    | 63,600.00    | NOT APPROVED: Original Contract and corresponding Change Orders/Items are not shared with Caco who are still awaiting information requested as per Annexure 2 - Third Costs Contracts, Committed Costs and Contracts with Caco. With respect to Caco report, see 'Comments on Sub-contractors and Trade Invoices' above.   |    |     |    | 63,600.00    | Original Contract payment approved, but no Change Order/Item approved. Caco requires information regarding C.O.   | All information is contained in the monthly Allow reports, monthly invoice submissions and the monthly Construction Report provided to Mr. Caco for his team. There is no further information to provide Mr. Caco other than what has been provided. |    |     |    | 63,600.00    | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 63,600.00    | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 63,600.00    | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 63,600.00    | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 63,600.00    | Approved: explain extra scope of work, what is the final contract registered?  |
| Urban                       |    |     |    |              |  |    |     |    |              |   |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |
| Michael Bos                 |    |     |    | 66,400.00    | APPROVED: Release of holdback  |    |     |    | 66,400.00    |   |  |    |     |    | 66,400.00    | Approved: Please explain why are we approving a July 2022 invoice?   |    |     |    | 66,400.00    | Approved: Please explain why are we approving a July 2022 invoice?   |    |     |    | 66,400.00    | Approved: Please explain why are we approving a July 2022 invoice?   |    |     |    | 66,400.00    | Approved: Please explain why are we approving a July 2022 invoice?   |    |     |    | 66,400.00    | Approved: Please explain why are we approving a July 2022 invoice?   |
| Robert Nigara               |    |     |    | 126,200.00   | NOT APPROVED: Murabi to provide information related to the Contracts, together with details of the Change Orders/Items, which continue to be available monthly. These invoices contain 2226 change orders related to Change orders. Note that this report does not contain information sufficient to actively participate or manage this contract.   |    |     |    | 126,200.00   | Not approved until Murabi provides information related to the Contracts, together with details of the Change Orders/Items, which continue to be available monthly. These invoices contain 2226 change orders related to Change orders. Note that this report does not contain information sufficient to actively participate or manage this contract. | All information is contained in the monthly Allow reports, monthly invoice submissions and the monthly Construction Report provided to Mr. Caco for his team. There is no further information to provide Mr. Caco other than what has been provided. |    |     |    | 126,200.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 126,200.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 126,200.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 126,200.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 126,200.00   | Approved: explain extra / change orders, and final contract details registered   |
| OnFloor Solutions Inc.      |    |     |    | 139,900.00   | Approved for original contract but not additional work / change orders as we have no supporting information. Completion date as per contract is December 2022 but this has not been achieved.  |    |     |    | 139,900.00   | Approved for original contract but not additional work / change orders as we have no supporting information. Completion date as per contract is December 2022 but this has not been achieved.   | All information is contained in the monthly Allow reports, monthly invoice submissions and the monthly Construction Report provided to Mr. Caco for his team. There is no further information to provide Mr. Caco other than what has been provided. |    |     |    | 139,900.00   | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 139,900.00   | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 139,900.00   | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 139,900.00   | Approved: explain extra scope of work, what is the final contract registered?  |    |     |    | 139,900.00   | Approved: explain extra scope of work, what is the final contract registered?  |
| Cap Electric                |    |     |    | 160,800.00   | NOT APPROVED: Original Contract and corresponding Change Orders/Items are not shared with Caco who are still awaiting information requested as per Annexure 2 - Third Costs Contracts, Committed Costs and Contracts with Caco. With respect to Allow report, see 'Comments on Sub-contractors and Trade Invoices' above.  |    |     |    | 160,800.00   | Approved for original contract but not additional work / change orders as we have no supporting information. Completion date as per contract is December 2022 but this has not been achieved.   | All information is contained in the monthly Allow reports, monthly invoice submissions and the monthly Construction Report provided to Mr. Caco for his team. There is no further information to provide Mr. Caco other than what has been provided. |    |     |    | 160,800.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 160,800.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 160,800.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 160,800.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 160,800.00   | Approved: explain extra / change orders, and final contract details registered   |
| Point Capability            |    |     |    |              |  |    |     |    |              |   |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |
| Pisidy                      |    |     |    |              |  |    |     |    |              |   |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |    |     |    |              |  |
| Reside                      |    |     |    | 159,400.00   | NOT APPROVED: Original contract and Extra (75% of original contract) are not shared with Caco. Original Contract and corresponding Change Orders/Items are not shared with Caco who are still awaiting information requested as per Annexure 2 - Third Costs Contracts, Committed Costs and Contracts with Caco. With respect to Allow report, see 'Comments on Sub-contractors and Trade Invoices' above. |    |     |    | 159,400.00   | Not approved - as the extra scope of work is 140% of the value of the original contract.  | All information is contained in the monthly Allow reports, monthly invoice submissions and the monthly Construction Report provided to Mr. Caco for his team. There is no further information to provide Mr. Caco other than what has been provided. |    |     |    | 159,400.00   | Approved: explain 'extra scope' of work  |    |     |    | 159,400.00   | Approved: explain 'extra scope' of work  |    |     |    | 159,400.00   | Approved: explain 'extra scope' of work  |    |     |    | 159,400.00   | Approved: explain 'extra scope' of work  |    |     |    | 159,400.00   | Approved: explain 'extra scope' of work  |
| PAC                         |    |     |    | 161,100.00   | Approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi.  |    |     |    | 161,100.00   | Not approved - this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi.   | This is a standard industry practice and what Murabi's Project has done since the beginning of the Project and approved by Murabi and Caco for year one.   |    |     |    | 161,100.00   | Approved: this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi. |    |     |    | 161,100.00   | Approved: this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi. |    |     |    | 161,100.00   | Approved: this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi. |    |     |    | 161,100.00   | Approved: this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi. |    |     |    | 161,100.00   | Approved: this is a material cost and should not be included in this subcontract batch, as per my previous comments, respecting the Management Fee applicable to Murabi. |
| Service Plus Analytics Inc. |    |     |    | 177,000.00   | NOT APPROVED: Original Contract and corresponding Change Orders/Items are not shared with Caco who are still awaiting information requested as per Annexure 2 - Third Costs Contracts, Committed Costs and Contracts with Caco.  |    |     |    | 177,000.00   |   |  |    |     |    | 177,000.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 177,000.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 177,000.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 177,000.00   | Approved: explain extra / change orders, and final contract details registered   |    |     |    | 177,000.00   | Approved: explain extra / change orders,   |

[illegible]

|   | February 2023 |             |                       |                                      | January 2023 |                                   |                       |                                      | December 2022 |             |                       |                                      | November 2022 |                  |                       |                                      | October 2022 |                  |                       |  | September 2022 |                  |                       |                                      | August 2022 |             |                       |                                      |   |
|---|---------------|-------------|-----------------------|--------------------------------------|--------------|-----------------------------------|-----------------------|--------------------------------------|---------------|-------------|-----------------------|--------------------------------------|---------------|------------------|-----------------------|--------------------------------------|--------------|------------------|-----------------------|--|----------------|------------------|-----------------------|--------------------------------------|-------------|-------------|-----------------------|--------------------------------------|---|
| Name  | Date          | Description | Feb 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date         | Description                       | Jan 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date          | Description | Dec 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date          | Description      | Nov 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date         | Description      | Oct 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.)                                 | Date           | Description      | Sep 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date        | Description | Aug 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | JC COMMENTS   |
| Bell Canada                                     |               |             | 15.56                 |                                      |              |                                   |                       |                                      |               |             |                       |                                      |               |                  |                       |                                      |              |                  |                       |  |                |                  |                       |                                      |             |             |                       |                                      | Invoice to a #ed company, not applicable to the Project |
| Total Bell Canada                               | 02/11/2023    | Feb 2023    | 15.56                 |                                      | 02/11/2023   | Feb 2023                          | 14.56                 | Approved                             | 01/11/2023    | Jan 2023    | 14.72                 | Approved                             | 11/01/2022    | Nov 2022         | 14.30                 | Approved                             | 11/01/2022   | Nov 2022         | 13.96                 | Approved   | 10/01/2022     | Oct 2022         | 13.91                 | Approved                             | 09/01/2022  | Sep 2022    | 13.77                 | Not approved                         |   |
| Home Construction Regulatory Authority          |               |             |                       |                                      |              |                                   | 14.56                 |                                      |               |             | 14.72                 |                                      |               |                  | 14.30                 |                                      |              |                  | 13.96                 |  |                |                  | 13.91                 |                                      |             |             | 13.77                 |                                      |   |
| Total Home Construction Regulatory Authority    |               |             |                       |                                      |              |                                   |                       |                                      |               |             |                       |                                      |               |                  |                       |                                      |              |                  |                       |  |                |                  |                       |                                      |             |             |                       |                                      |   |
| IGIS Global Private Placement Real Estate       |               |             | -                     |                                      |              |                                   | -                     |                                      |               |             | -                     |                                      | 11/28/2022    | APP-5021342      | 500.00                | Approved                             |              |                  | -                     |  |                |                  | -                     |                                      |             |             | -                     |                                      |   |
|   |               |             |                       |                                      |              |                                   |                       |                                      |               |             |                       |                                      |               |                  |                       |                                      |              |                  |                       |  |                |                  |                       |                                      |             |             |                       |                                      |   |
| Total IGIS Global Private Placement Real Estate |               |             |                       |                                      |              |                                   |                       |                                      |               |             |                       |                                      |               |                  |                       |                                      |              |                  |                       |  |                |                  |                       |                                      |             |             |                       |                                      |   |
| Master Insurance Limited.                       |               |             | -                     |                                      | 2/27/2023    | Renewal - Extension 2/28/2023 - 2 | 2,755,194.00          | Approved                             |               |             | -                     |                                      |               |                  | -                     |                                      | 08/31/2022   | 08/31/2022       | 3,692,961.00          | IGIS handling fee - approved in accordance with the Credit Facility. |                |                  | -                     |                                      |             | -           |                       | -                                    |   |
| Total Master Insurance Limited                  |               |             | -                     |                                      |              |                                   | -                     |                                      | 12/28/2022    |             | 124,660.11            | Approved                             | 11/25/2022    | 7510175          | 445,696.02            | Approved                             |              |                  | -                     |  |                |                  | -                     |                                      |             | -           |                       | -                                    |   |
| TD Wire Fee                                     |               |             |                       |                                      |              |                                   |                       |                                      |               |             |                       |                                      |               |                  |                       |                                      |              |                  |                       |  |                |                  |                       |                                      |             |             |                       |                                      |   |
| 3 x Outward Remit @ \$50                        |               |             | -                     |                                      |              |                                   | 50.00                 | Approved                             |               |             | 50.00                 |                                      |               | TD to other bank | 50.00                 |                                      |              | TD to other bank | 50.00                 |  |                | TD to other bank | -                     |                                      |             | -           |                       | -                                    |   |
| 3 x Outward Remit @ \$25                        |               |             | -                     |                                      |              |                                   | -                     |                                      |               |             | -                     |                                      |               | TD to TD         | -                     |                                      |              | TD to TD         | -                     |  |                | TD to TD         | -                     |                                      |             | -           |                       | -                                    |   |
| 3 x KEB Receiving @ \$10                        |               |             | -                     |                                      |              |                                   | 50.00                 |                                      |               |             | 50.00                 |                                      |               | KEB Receiving    | 50.00                 |                                      |              | KEB Receiving    | 50.00                 |  |                | KEB Receiving    | -                     |                                      |             | -           |                       | -                                    |   |
| TOTAL   |               |             | \$ 15.56              |                                      |              |                                   | \$ 2,755,258.56       |                                      |               |             | \$ 124,724.83         |                                      |               |                  | \$ 446,260.32         |                                      |              |                  | \$ 3,693,024.96       |  |                |                  | \$ 13.91              |                                      |             | \$ 13.77    |                       |                                      |   |

ANNEXURE 1 - RECOVERABLE COST COMMENTS

Mizrahi Inc. INV # C1312  
DATE 03/13/2023

INV # C1300  
DATE 02/13/2023

General Comments:  
Mizrahi Inc. is responsible for the recoverable costs due to lack of completion of the Project in accordance with Project schedule (substantially completion date December 2022). Lender has sent Notice of Default for failure to complete the Project within the deadline.

|                               |   | FEBRUARY 2023         |   | JANUARY 2023          |   | DECEMBER 2022         |   |   |
|-------------------------------|---|-----------------------|---|-----------------------|---|-----------------------|---|---|
| Vendor name                   | Supply of:  | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)  | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)  | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |
| Active Transport Inc.         | Trailer Detention & freight   | 23,100.00             | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction  | 51,150.00             | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to   | 6,675.00              | Delay in progress on site has caused costs to be incurred for this vendor for trailer detention, excessive environmental fees and should be recharged to the contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Aluma Safway                  | Scaffolding system  | 166,800.00            | NOT APPROVED:<br>The invoices includes rental charges which would not be incurred had the contractor completed the project on time. This amount is recoverable from the Contractor, Mizrahi.  |                       |   | 90,535.00             | Total contract sum stands at \$2.9m v original contract of \$1.4m; increase is directly attributable to the delays on site by the Contractor, Mizrahi Inc as these are rent charged due to time delays. All costs due to delay, i.e., \$1.5m should be charged back to the contractor, Mizrahi Inc. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Amherst Concrete Pumping Ltd. | Concrete pouring and labour   | 84,131.01             | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                            | 48,137.08             | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi              | 72,652.79             | Incremental unit rates and costs to the account of the contractor, Mizrahi Inc. - Concrete rates are at \$30/m3 in current invoice v \$26/m3 in Aug 2021.   | Please provide a question. Have you researched the increased costs in the Construction Industry in the last 12 months. You should be giving us recognition for keeping costs as low as they are. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with. |
| Astley Gilbert Inc.           | Site office - paint for 2 Bloor West (Not approved site office by Coco) | 334.36                | NOT APPROVED: Site office & monthly storage costs was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc.<br>Approval needs to come from Coco as 50% owners and not just the lenders. | 704.35                | Site office & monthly storage costs was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc.<br>Approval needs to come from Coco as 50% owners and not just the lenders. | 1,400.26              | Site office was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc.   | The site office was approved including the senior lenders and the costs are to be paid by the Project. Please provide location of an alternative site, that was available to achieve the same result and efficiency, as we are unaware at the time.   |
| Atlas Dewatering Corporation  | Water sampling and flow meter calibration                               |                       |   | 3,400.00              | Can be approved   |                       |   |   |
| Barhai Digital                | GSM sservices   | 720.00                | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.  | 720.00                | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.  |                       |   |   |
| Barmac Garage Doors           | Stock door supply & installation  | 240.00                | NOT APPROVED:<br>This is a replacement of a door that was damaged. As the contractor has not performed handover to the owner, the damages are to be borne by the contractor and this cost is fully recoverable from the contractor, Mizrahi.  |                       |   | 1,674.41              | This is an incremental costs associated with constrction delay due to wear and tear of existing stock door and related equipment, which could have been avoided had the Project completed on time. This cost should be backcharged to the contractor, Mizrahi Inc.                                  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Bell Canada                   | Damage of Bell's property (100 pair cable)                              |                       | NOT APPROVED:<br>Contractor's fault caused the damage and   | 17,345.71             | NOT APPROVED:<br>Contractor's fault caused the damage and should be paid by   |                       |   |   |
| Brandon Jones                 | Tote supply   | 1,620.00              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 750.00                | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 750.00                | Amount paid for 1000L tote supply & delivery. If the project was on time, this could have been avoidable costs.   | Please provide a question. Just so you are aware this cost relates to the clean up of the trucks when we pour concrete. The cost has nothing to do with the delay of the Project. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.                |

| Vendor name                   | Supply of:  | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)   | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)   | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)   |
|-------------------------------|---|-----------------------|--|-----------------------|--|-----------------------|---|--|
| Brandon Timins                | Food: \$360.84+Supplies\$66.4                                 |                       |  | 427.24                | NOT APPROVED: Does not show how this is project related cost<br>- Home depot supplies and food   |                       |   |  |
|                               |   |                       |  |                       |  |                       |   |  |
| Brickeye                      | Noise Monitoring Kit  |                       | NOT APPROVED:<br>Same as previous month - Mark's response to Coco's queries from Dec 2022 queries is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022  | 2,340.00              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022  | 1,170.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns                                       | Please provide a questions. Just so you are aware this cost relates to the noise controlling system that allows us to work extra hours and accelerate the construction schedule. To stop this would delay the Project further.<br>If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.<br>There are no grounds to charge back these costs to the GC. These costs are a Project cost. |
| Canadian Springs              | Bottled water   | 267.83                | OK   | 668.36                | Ok   |                       |   |  |
| Central Fairbank Lumber       | Lumber  | 6,275.14              | NOT APPROVED:<br>Same as previous month - Mark's response to Coco's queries from Dec 2022 is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 1,645.93              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 14,738.46             | Inconsistent pricing with the vendors for the same/similar items have been noted. This shows lack of propriety and control by the contractor, Mizrahi Inc.                            | Please provide a question. Have you researched the increased costs in the Construction Industry in the last 12 months. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of propriety and control by the contractor, Mizrahi Inc." are not especially productive.<br>If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.    |
| City Disposal Group 2015 Inc. | Waste Disposal  | 14,579.00             | OK   | 8,107.00              | Ok   | 24,458.00             |   |  |
|                               |   |                       |  |                       |  |                       |   |  |
| City Noise Exempt Permit      | Noise exemption   |                       |  |                       |  | 100.00                | Damaging reputation due to noise pollution and would have been avoided had project been completed on time.  | Please provide a question. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.  |
| City of Toronto               | Water sewage treatment  | 28,405.64             |  | 3,710.10              | Includes late payment charges \$45.8 that should not be charged to the project   |                       |   |  |
|                               |   |                       |  |                       |  |                       |   |  |
| Clonard Group Inc.            | Site disinfection   | 1,730.00              | NOT APPROVED:<br>Relates to site disinfection. Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 3,460.00              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.                   | 3,460.00              | 2021 rate was \$2,160 v 2022 rate at \$3,460.00. Why is there an escalation in rates allowed to go unchecked? Lack of control and propriety displayed by the contractor, Mizrahi Inc. | Have you researched the increased costs in the Construction Industry in the last 12 months including labour. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of control and things going unchecked" are not especially productive. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.                                    |
| CM Fee                        | CM fee on office rent   |                       |  |                       |  | 29,609.38             | CM Fee is being charged on the Triovest rental property. Further, CM Fee is to be at 2.5% as per arbitration award and not 5% as charged to us.                                       | This is consistent with how the Project is and has been run through time and as per the agreements and CCDC Agreements and agreed to by Coco at the time to go back to 5% and to   |
| CM Fee                        |   | 41,075.57             | NOT APPROVED:<br>The CM Fee is supposed to be at 3.5% as per   | 38,128.16             | NOT APPROVED:<br>The CM Fee is supposed to be at 3.5% as per the binding   |                       |   |  |
| Consolidated Crane            | Rental for load test counterweights and equipment maintenance | 10,750.00             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 5,750.00              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                                       | 5,750.00              | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |

| Vendor name             | Supply of:                                      | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)   | Jan 2023<br>Amount \$   | JC Comments (Jan 2023)   | Dec 2022<br>Amount \$  | JC Comments (Dec 2022)   | Mark Kilfoyle comments (31st Jan 2023)   |
|-------------------------|---|-----------------------|--|---|--|--|--|--|
| David Paris             | Crane operator hotel stay costs                 | 690.26                | NOT APPROVED: Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning. Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor   | 278.61  | NOT APPROVED: Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor, Mizrahi  | 296.71   | Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Dell-Core               | Props and beams, safety fence, rack             | 6,819.74              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 25,083.64   | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 14,664.61  | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| E S Fox                 | Rail Climbing system                            | 35,000.00             | APPROVED CONDITIONALLY:<br>Coco is not provided a copy of the contract so this amount is approved on the condition that it is for the permanent rail climbing system.  |   |  |  |  |  |
| Enbridge                | Generator costs                                 |                       |  |   |  | 87,881.00  | Generator costs that is avoidable costs had the project been completed on time. This should be charged back to the contractor, Mizrahi for delay caused by them.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Esteban exps claim      | [EY Design inc.]                                | -                     | 1,892.21   | The credit only relates to Rogers bills that was claimed by Esteban in Jan 2023. However, there is still credit on the other  | 18,841.13  | NOT APPROVED:<br>Esteban is an employee charged to the project under Construction staff. |  |  |
| Fedex                   |   |                       | 726.68   |   |  |  |  |  |
| Hardwall                |   |                       | 9,260.44   | This should be part of Hard Costs and not Recoverable costs.<br>In any case, the amount is NOT APPROVED. The invoice amount is 'Extras' for time and material for weather protection which should have been part of original contract. Coco is concerned with the extras being charged to the project showing poor cost control by Mizrahi. |  |  |  |  |
| HercRentals             | Rental accessories i.e., Fence, Work lights etc | 5,521.25              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                                       | 5,682.50  | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                                       | 5,006.00   | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Hotel & travel          | Excess charges                                  |                       |  |   |  |  | Unexplained excess charges for Travel and hotel expenses for Erik Millete (Crane operator) & Todd Hallam (Construction) from Riverview (825km)   | This was required due to a week-end pour to keep to the schedule. Without these people the pour would not have occurred. If crane operator would go home then we wouldn't have crane operator on site and productivity would be delayed and would affect critical path. Regarding Todd – his expenses get paid first through the project, but these will eventually get back charged to Gamma through a negative change order. |
| Imperial Parking Corp.: | Parking for employees and contractors           | 2,433.50              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 2,403.50  | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 2,433.50   | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. If the parking garage was completed, employees and contractors could have parked at The One and project would not have incurred these costs. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Jane - Trip to Italy    |   |                       |  | 246.98  | NOT APPROVED:  |  |  |  |

| Vendor name                       | Supply of:   | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)   | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)  | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |
|-----------------------------------|--|-----------------------|--|-----------------------|---|-----------------------|---|---|
| Jane McGrath                      |  | 143.93                | Refreshment supplies   |                       |   |                       |   |   |
|                                   |  |                       |  |                       |   |                       |   |   |
| KMJ Industrial Contractors Inc.   | Supply manpower & equipment storage for Electrical Transformer |                       |  | 732.30                | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                       |   |   |
| Live Patrol Inc.                  | Surveillance - CCTV  | 6,100.00              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.<br>It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 6,100.00              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022  | 6,100.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Livingston                        | Duty/Delivery of goods for mock-up of Hotel suite              |                       |  | 834.81                | NOT APPROVED<br>This is for Hotel mock-up. As the budget for the hotel has not been approved, this expense is not approved.<br>Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date.<br>Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,508,000). These items are                 | 191.95                | Andaz Hotel associated costs and budget approval remain outstanding as per Coco and confirmed by Altus in their monthly cost report. These costs should not be approved independently without Coco approval.  | This is an invoice for the build out of the mock suite for Hyatt necessary to approve the mock-up suite and get it into production asap to complete the fit out of the hotel as per the schedule.   |
| Morrow Equipment Company, L.L.C   | Liebherr Crane rental and repair charges                       | 178,293.46            | NOT APPROVED<br>Rent charges that are being paid due to delay  | 396,939.98            | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi   | 142,333.43            | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Mr. Case Convenience              | Convenience store items  |                       |  | 465.76                | Why is convenience store items being charged to the project?  |                       |   |   |
| Multitech Trades Corp             | Power equipment rental   | 1,500.00              | NOT APPROVED<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 3,000.00              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022  | 1,500.00              | Morrow is included in the Altus' report as Hard Cost Construction and should be covered under Hard costs budget and not under recoverable costs as invoiced by Mizrahi. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Construction management fee will not apply as it is Hard Cost item. | Not clear if there is a question here. Please rephrase. There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| My Construction Supply Corp.      | Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)          |                       |  | 17,526.00             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of   |                       |   |   |
| Pay Duty (Toronto Police Service) | Traffic management for oversize delivery                       |                       |  | 828.00                | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and   | 1,624.95              | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Pro Sling & Safety Inc.           | Miner Belt   |                       |  | 127.50                | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 477.78                | As project is delayed, these charges are being incurred. Had the project been completed on time, these would be avoidable costs and should therefore be recovered from the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Proline Hardware                  | Hardware items   | 15,506.55             | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for  | 21,853.39             | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is | 16,422.90             | Costs are excessive and no accountability of material usage to the site. Invoices are not legible and the material consumption is not commensurate to the minimal work executed in December 2022.<br>For e.g. 2 1/2" Deck screws 2,500 pcs has been charged at \$299, while they can be bought at Home Depot at \$56.87/1200 pcs  | This assertion regarding Home Depot may not be an apple to apple comparison. As someone would be required to pick up the orders at Home Depot, taking them off the site and increasing the hour charge to the Project. To have Home Depot deliver these items would significantly increase the cost. Additionally, we have centralized orders through Proline this is an industry practice for reduced overall costs. |



| Vendor name                    | Supply of:                               | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)   | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)  | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |
|--------------------------------|--|-----------------------|--|-----------------------|---|-----------------------|---|---|
| QLD Communications             | Two-way communication device and service |                       |  | 8,105.52              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor  | 1,656.38              | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| QMS                            | Mailing service                          |                       |  |                       |   | 7.00                  | Mail sent to BALDWIN SENNECKE HALMAN LLP who are a law firm. What is being sent to a law firm that is being charged to the project? What legal services are they providing to the Project?  | This \$7.00 invoice was incorrectly billed to the Project. It will be credited in the next billing cycle.   |
| QMS                            | Credit for Dec 2022                      |                       |  | -                     | 5,750.00  |                       | Credit for charges in Dec 2022 for mail sent to BALDWIN SENNECKE HALMAN LLP   |   |
| Safety First Consulting        | Safety training                          | 36,174.20             | Includes Health and Safety services on nearly daily basis \$33k. More cost-effective solutions are not being explored by the contractor, Mizrahi.<br><br>Same as previous month - Mizrahi should be asked to obtain competitive quotes.  | 26,253.75             | Includes Health and Safety services on nearly daily basis \$26k. More cost-effective solutions<br><br>Same as previous month - Mizrahi should be asked to obtain competitive quotes.  | 45,574.44             | Costs are excessive. First aid and CPR training is only \$40-60 but \$150 is being charged to the project. Health & Safety Services program training costing \$45K is being charged to the project and is excessive as compared to industry standards. Lack of cost control, as the training should be using internal resources and run through an established in-house training program.   | We cannot respond to a generic question. You make statements like these costs are excessive, but what basis do you have that these are excess to industry standards. What other projects do you have and provide details so we can compare and respond. Safety First is a top rate organization and industry leader providing services to a significant number of developers across the City. Safety is the cornerstone of this industry and of paramount importance. There is significant liability associated with in-house safety training and that would be contrary to good industry practice. |
| Sam - Trip to Italy            |  |                       |  | 925.00                | NOT APPROVED:<br>Sam's trip costs are completely personal and are not project related.  |                       |   |   |
| Sam - Trip to Italy            |  |                       |  | 29,195.46             | NOT APPROVED:<br>Sam's trip costs are completely personal and are not project related.  |                       |   |   |
| SCAF-TECH INC.                 | Scaffolding overhead protection          | 4,285.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor  | 27,737.00             | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor | 11,523.00             | Overhead hoarding would have been avoidable costs had the project completed on time. Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Skyway Canada Inc.             | Charges for Scaffolding installed        | 1,720.00              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 1,290.00              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022                          | 12,966.00             | Relates to scaffolding inspection for items rented which would not have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mizrahi Inc.  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Staples                        | Office supplies                          | 823.40                | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.   | 984.62                | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.  | 709.84                | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.  | All Project related costs are charged through to the Project. Your comment is not valid.  |
| Stephenson's Rental Services   | Heater rental                            | 15,928.21             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 9,636.45              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022                          | 16,054.29             | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc.  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| Sunbelt Rentals Of Canada Inc. | Dewatering pump and hose                 | 462.30                | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.  | 462.30                | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.                         | 462.30                | Negotiation for rental rates not done correctly as it is high. Also it includes Rental Protection Plan \$60.30 for damage waiver insurance, which could be negotiated to be covered without any extra charges. Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |



| Vendor name                    | Supply of:                   | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)  | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)   | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)   | Mark Kilfoyle comments (31st Jan 2023)   |
|--------------------------------|------------------------------|-----------------------|---|-----------------------|--|-----------------------|--|--|
| Super safe                     | Toilet rental                |                       |   |                       |  | 2,704.75              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Super Save Fence Rentals Inc.  | Fence rental                 |                       |   | 234.10                | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi |                       |  |  |
| Super Save Toilet Rentals Inc. | Toilet rental                | 4,771.18              | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 3,790.50              | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   |                       |  |  |
| Taline Melkonian               | Noise exemption              | 200.00                | Toronto Noise Exemption & Hard Hat - can be approved.   | 258.31                | Toronto Noise Exemption & Hard Hat - can be approved.  |                       |  |  |
| The Fence People Limited       | Fencing                      | 1,356.00              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                       |  | 2,712.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Todd Hallam                    | Mileage                      | 11,873.27             | NOT APPROVED<br>Mark's response from Dec 2022 has not been implemented with no back-charges to Gamma.<br>Coco has been asking to share all the contracts and change orders as the contract administration is absent.<br>Further, there are significant expenses that should not be incurred, for example, airplane ticket cost to Hong Kong, China visit fees etc. These are not project related expense.   | 176.93                | No negative change order has been placed on Gamma this month. Coco has been asking to share all the contracts and change orders as the contract administration is absent.  | 503.25                | Not approved as there is no direct relation to the project.<br>Trip lo Riverview on Dec 14th and 15th - Mileage 825kms@\$0.61/km   | Regarding Todd – his expenses get paid first through the project, but these will eventually get back charged to Gamma through a negative change order. |
| Toronto Hydro                  | Rental for pump              | 38.60                 | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 36.32                 | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 35.14                 | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| Toshiba                        | Office copier rental charges | 379.07                | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 527.83                | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   |                       |  |  |
| Triovest                       | Office rent & misc. charges  | 77,318.60             | NOT APPROVED:<br>In continuation from previous months, Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project.<br>Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform. | 17.25                 | Same as earlier month. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform.  | 38,849.07             | Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost.<br><b>This was disapproved, and the Lender supported, rental agreement is not provided to Coco.</b> Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |

| Vendor name                             | Supply of:                                     | Feb 2023<br>Amount \$ | JC Comments (Feb 2023)  | Jan 2023<br>Amount \$ | JC Comments (Jan 2023)  | Dec 2022<br>Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)   |
|---|--|-----------------------|---|-----------------------|---|-----------------------|---|--|
| TSCC 2208                               |  | 65,000.00             | NOT APPROVED: The damage claim should be taken from insurance cover taken for the project and any shortfall to be recovered from the contractor, Mizrahi as it is the contractor's negligence causing the damage to the third party.  |                       |   |                       |   |  |
| Turbo Concrete Cutting & Drilling Inc.  | Scanning for concrete works                    | 2,125.00              | NOT APPROVED: Engineering services are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 2,200.00              | NOT APPROVED: Engineering services are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 1,075.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns | There are no grounds to charge back these costs to the GC. These costs are a Project cost. |
| Uline                                   | Safety hats<br>Storage box and Office supplies |                       |   | 228.63                | NOT APPROVED: Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi     | 58.31                 | ok  |  |
| Unlimited Construction Innovations Inc. | Design - Concrete pump, piping, layout         |                       |   | 1,250.00              | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.  |                       |   |  |
| Vipe                                    | Moved from GC to HC                            |                       |   |                       |   | -                     | 45,000.00   |  |
|   | SUB-TOTAL                                      | 862,586.98            |   | 794,948.00            |   | 621,796.90            |   |  |
|   | HST  | 112,136.31            |   | 103,343.24            |   | 80,833.60             |   |  |
|   | GRAND TOTAL (as per invoice)                   | 974,723.29            |   | 898,291.24            |   | 702,630.50            |   |  |

MIZRAHI INC.

ANNEXURE 2 - HARD CONSTRUCTION COSTS BREAKDOWN & CONTRACTS ON FILE WITH COCO

| Date: 22nd February 2023   |                            | BUDGET                    |            |                   | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT SUM         |                  |                    |                    |                                |
|----------------------------|----------------------------|---------------------------|------------|-------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| DIVISION                   | Category                   | ALTUS GROUP               | VARIANCE   | ALTUSGROUP        |                                     | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|                            |                            | PREV. (REP. 36)<br>BUDGET |            | CURRENT<br>BUDGET |                                     |                      |                  |                    |                    |                                |
| DIVISION1                  | GENERALREQUIREMENTS        | 82,491,497                | 32,665,978 | 115,157,475       |                                     | 9,961,454            | 1,949,437        | 81,450,551         | 93,361,442         | -                              |
| DIVISION2                  | SITEWORK                   | 37,264,886                | 3,488,235  | 40,753,121        |                                     | 34,329,637           | 3,533,690        | 2,774,793          | 40,638,120         | 27,530,800                     |
| DIVISION3                  | CONCRETE                   | 100,217,570               | 29,202     | 100,246,772       |                                     | 80,910,796           | 7,205            | 16,828,771         | 97,746,772         | 11,969,793                     |
| DIVISION4                  | MASONRY                    | 5,094,206                 | -          | 5,094,206         |                                     | 5,963,178            | 777,518          | -                  | 5,185,660          | -                              |
| DIVISION5                  | METALS                     | 38,924,484                | 206,240    | 38,718,244        |                                     | 35,349,259           | 1,505,051        | 263,934            | 37,118,244         | 32,984,139                     |
| DIVISION6                  | CARPENTRY                  | 23,199,058                | -          | 23,199,058        |                                     | -                    | -                | 110,000            | 110,000            | -                              |
| DIVISION7                  | THERMAL/MOISTUREPROTECTION | 6,146,569                 | 35,879     | 6,182,448         |                                     | 3,840,650            | 70,670           | -                  | 3,911,320          | 904,450                        |
| DIVISION8                  | DOORS&WINDOWS              | 106,651,304               | 99,082     | 106,552,222       |                                     | 95,072,822           | 2,296,281        | 8,303,426          | 105,672,529        | 102,562,188                    |
| DIVISION9                  | FINISHES                   | 41,091,263                | -          | 41,091,263        |                                     | 930,220              | 187,204          | 4,590              | 1,122,014          | -                              |
| DIVISION10                 | SPECIALTIES                | 2,603,590                 | -          | 2,603,590         |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION11                 | EQUIPMENT                  | 10,179,982                | 4,800      | 10,184,782        |                                     | 4,387,980            | 523,570          | -                  | 4,911,550          | -                              |
| DIVISION12                 | FURNISHINGS                | -                         | -          | -                 |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION13                 | SPECIALCONSTRUCTION        | -                         | -          | -                 |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION14                 | CONVEYINGSYSTEMS           | 28,509,323                | 1,410,367  | 29,919,690        |                                     | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| DIVISION15                 | MECHANICAL                 | 36,545,613                | 746,693    | 37,292,306        |                                     | 19,790,000           | 1,825,351        | 53,250             | 21,668,601         | 19,790,000                     |
| DIVISION16                 | ELECTRICAL                 | 18,391,058                | 269,367    | 18,660,425        |                                     | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| HARDCONSTRUCTION SUB TOTAL |                            | 537,310,403               | 38,345,199 | 575,655,602       |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|                            |                            |                           |            |                   |                                     |                      | 13,805,720       | 100%               |                    |                                |

| DIVISION1 GENERALREQUIREMENTS            |  |            |            |             |                            |           |           |            |            |   |
|--|--|------------|------------|-------------|----------------------------|-----------|-----------|------------|------------|---|
| General Requirements                     |  | 70,567,060 | 32,615,978 | 103,183,038 | -                          | -         | -         | 81,387,005 | 81,387,005 |   |
| Crash Deck                               |  | 0          | 0          | -           | -                          | -         | -         | -          | -          |   |
| Tower Crane                              |  | 6,370,354  | 0          | 6,370,354   | Morrow+Cornell+WhiskeyJack | 6,370,354 | -         | -          | 6,370,354  |   |
| Municipal Service Works                  |  | 1,237,178  | 0          | 1,237,178   | VipeConstructionLimited    | 1,062,100 | 161,532   | 63,546     | 1,287,178  |   |
| Atlantic Lifts                           |  | 29,000     | 0          | 29,000      | AtlanticLifts              | 29,000    | -         | -          | 29,000     |   |
| Rail Climbing System (Breakout from GC ) |  | 4,287,905  | 0          | 4,287,905   | RailClimbingSystem(RCS)    | 2,500,000 | 1,787,905 | -          | 4,287,905  |   |
| DIVISION1 TOTAL                          |  | 82,491,497 | 32,615,978 | 115,107,475 | -                          | 9,961,454 | 1,949,437 | 81,450,551 | 93,361,442 | - |

| DIVISION2 SITE WORK        |  |            |           |            |                                  |            |           |           |            |            |
|----------------------------|--|------------|-----------|------------|----------------------------------|------------|-----------|-----------|------------|------------|
| Soil Remediation           |  | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Excavation                 |  | 4,789,800  | -         | 4,789,800  | Michael Bros.(ExecutedContract)  | 4,789,800  | -         | -         | 4,789,800  |            |
| Miscellaneous Excavation   |  | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Shoring/Caissons           |  | 27,690,856 | -         | 27,690,856 | Anchor(ExecutedContract)         | 27,383,850 | -         | 307,006   | 27,690,856 | 27,383,850 |
| Dewatering                 |  | -          | -         | -          | Includedindivision1              | -          | -         | -         | -          |            |
| Landscaping                |  | 2,476,338  | -         | 2,476,338  | RoyalBedrock(outstanding)        | -          | 8,550     | 2,467,787 | 2,476,337  |            |
| Landscaping Retail Terrace |  | 1,991,942  | 3,488,235 | 5,480,177  | AldershotLandscaping/UCCGroup(Ou | 2,009,037  | 3,471,140 | -         | 5,480,177  |            |
| Landscaping Tower Terraces |  | Incl.above | -         | Incl.above |                                  | -          | -         | -         | -          |            |
| GranularSupply             |  | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Fountains                  |  | -          | -         | -          |                                  | -          | -         | -         | -          |            |

| DIVISION                          | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE  | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES  | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |            |
|-----------------------------------|----------|--|-----------|---------------------------------|--------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|------------|
| Curbs,Walks&Stairs                |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| MunicipalCurbs                    |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| AsphaltPaving                     |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| UnderslabDrainageandSOG           |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| Demolition                        |          | 115,000                                  | -         | 115,000                         | AllowanceforDundonald                | -                    | -                | -                  | -                  |                                |            |
| VerticalDrainageBoard             |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| Fences                            |          | -  | -         | -                               |                                      | -                    | -                | -                  | -                  |                                |            |
| MechanicalUndergroundServices     |          | 200,950                                  | -         | 200,950                         | ProDrain(ExecutedContract)           | 146,950              | 54,000           | -                  | 200,950            | 146,950                        |            |
| DIVISION2 TOTAL                   |          | 37,264,886                               | 3,488,235 | 40,753,121                      |                                      | 34,329,637           | 3,533,690        | 2,774,793          | 40,638,120         | 27,530,800                     |            |
| -                                 |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION3                         | CONCRETE |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| Formwork(FoundationtoGround)      |          | 11,729,017                               | -         | 11,729,017                      | Hardwall(ExecutedContract)           | 11,969,793           | -                | 240,776            | -                  | 11,729,017                     | 11,969,793 |
| Formwork(Level1Mto18)             |          | 24,469,875                               | -         | 24,469,875                      | Hardwall(UnexecutedContract/Invoice) | 24,251,096           | -                | 247,981            | -                  | 24,499,077                     |            |
| Formwork(Level19toTOH)            |          | 31,446,395                               | -         | 31,446,395                      | Hardwall(UnexecutedContract/CM)      | 31,446,395           | -                | -                  | -                  | 31,446,395                     |            |
| Rebar Supply                      |          | 15,195,742                               | -         | 15,195,742                      | Salit                                | 6,336,068            | -                | 8,859,674          | -                  | 15,195,742                     |            |
| Rebar Labour                      |          | Incl.infrmk                              | -         | Incl.infrmk                     | Includedinformwork                   |                      | -                | -                  | -                  | -                              |            |
| RebarAccessories                  |          | Incl.inrebar                             | -         | Incl.inrebar                    | Includedinrebar                      |                      | -                | -                  | -                  | -                              |            |
| ConcreteAccessories               |          | -  | -         | -                               | IncludedinDivision1                  |                      | -                | -                  | -                  | -                              |            |
| ConcreteCuttingandCoring          |          | -  | -         | -                               |                                      |                      | -                | -                  | -                  | -                              |            |
| ConcreteSupply                    |          | 14,876,541                               | -         | 14,876,541                      | Innocon                              | 6,907,444            | -                | 7,969,097          | -                  | 14,876,541                     |            |
| ConcretePouringLabour             |          | Incl.infrmk                              | -         | Incl.infrmk                     | Includedinformwork                   |                      | -                | -                  | -                  | -                              |            |
| ConcreteFinishing/Levelling       |          | 2,500,000                                | -         | 2,500,000                       | Allowanceforresidentialfloors        |                      | -                | -                  | -                  | -                              |            |
| PumpedConcreteRental              |          | -  | -         | -                               |                                      |                      | -                | -                  | -                  | -                              |            |
| PrecastStairs                     |          | Incl.informwork                          | -         | Incl.informwork                 |                                      |                      | -                | -                  | -                  | -                              |            |
| Couplers                          |          | Included                                 | -         | Included                        |                                      |                      | -                | -                  | -                  | -                              |            |
| SoundAttenuationWall              |          | Included                                 | -         | Included                        |                                      |                      | -                | -                  | -                  | -                              |            |
| DIVISION3 TOTAL                   |          | 100,217,570                              | -         | 100,217,570                     |                                      | 80,910,796           | 7,205            | 16,828,771         | 97,746,772         | 11,969,793                     |            |
|                                   |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION4                         | MASONRY  |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| Masonry                           |          | Incl.below                               | 1,550,178 | 1,550,178                       | BlockwallMasonry(outstanding)        | 1,550,178            | -                | -                  | -                  | 1,550,178                      |            |
| MasonryBlock                      |          | 2,797,000                                | -         | 1,550,178                       | Limen(Terminated)                    | 2,783,000            | -                | 1,536,178          | -                  | 1,246,822                      |            |
| HeritageRetention                 |          | 2,297,206                                | -         | 2,297,206                       | Clifford(AsperInvoice)               | 1,630,000            | 758,660          | -                  | -                  | 2,388,660                      |            |
| ArchitecturalBlock                |          | Incl.above                               | -         | Incl.above                      | -                                    | -                    | -                | -                  | -                  | -                              |            |
| Stone                             |          | Incl.above                               | -         | Incl.above                      | -                                    | -                    | -                | -                  | -                  | -                              |            |
| DIVISION4                         | TOTAL    | 5,094,206                                | -         | 5,094,206                       | 0                                    | 5,963,178            | -                | 777,518            | -                  | 5,185,660                      | -          |
|                                   |          |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| DIVISION5                         | METALS   |  |           |                                 |                                      |                      |                  |                    |                    |                                |            |
| StructuralSteel(SupplyandInstall) |          | 22,508,995                               | -         | 22,508,995                      | Walters(ExecutedbyTrade)             | 22,286,287           | 222,708          | -                  | -                  | 22,508,995                     | 22,286,687 |
| StructuralSteel(SupplyandInstall) |          | 11,828,720                               | -         | 11,828,720                      | Walters(ExecutedbyTrade)             | 10,697,452           | 867,334          | 263,934            | -                  | 11,828,720                     | 10,697,452 |
| SteelDeck LabourandMaterials      |          | Included                                 | -         | Included                        | -                                    | -                    | -                | -                  | -                  | -                              |            |
| MetalFabrications                 |          | 2,986,769                                | -         | 2,986,769                       | Cult(LOI)                            | 2,365,520            | 415,009          | -                  | -                  | 2,780,529                      |            |
| FeatureStairs                     |          | 1,600,000                                | -         | 1,600,000                       | -                                    | -                    | -                | -                  | -                  | -                              |            |
| Canopies                          |          | -  | -         | -                               | IncludedinGamma                      | -                    | -                | -                  | -                  | -                              |            |

| DIVISION                              | Category                          | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE      | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------------------|-----------------------------------|--|---------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| BalconyrailingandScreens              |                                   | -  | -             | -                               | IncludedinGamma                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION5</b>                      | <b>TOTAL</b>                      | <b>38,924,484</b>                        | -             | <b>38,924,484</b>               | <b>0</b>                            | <b>35,349,259</b>    | <b>1,505,051</b> | <b>263,934</b>     | <b>37,118,244</b>  | <b>32,984,139</b>              |
| <b>DIVISION6</b>                      | <b>CARPENTRY</b>                  | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RoughCarpentry                        |                                   | -  | -             | -                               | Includedinfinishcarpentry           | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoSuites                       | 16,209,953                               | -             | 16,209,953                      | Vipe/Mar-Tec                        | -                    | -                | 110,000            | 110,000            |                                |
| FinishCarpentry                       | HotelSuites                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoCommon                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | Retail                            | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | HotelCommon                       | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| BathroomCabinets                      | Hotel                             | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| KitchenandBathroomCabinets            |                                   | 6,989,105                                | -             | 6,989,105                       | -                                   | -                    | -                | -                  | -                  |                                |
| SlidingClosetDoorsandShelves          |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| CustomMillwork                        |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| <b>DIVISION6</b>                      | <b>TOTAL</b>                      | <b>23,199,058</b>                        | -             | <b>23,199,058</b>               | <b>0</b>                            | <b>-</b>             | <b>-</b>         | <b>110,000</b>     | <b>110,000</b>     | <b>-</b>                       |
| <b>DIVISION7</b>                      | <b>THERMAL/MOISTUREPROTECTION</b> |  |               |                                 |                                     |                      |                  |                    |                    |                                |
| Waterproofing                         |                                   | 928,501                                  | -             | 928,501                         | Bothwell(ExecutedContract)          | 904,450              | 24,051           | -                  | 928,501            | 904,450                        |
| Foundationwaterproofing               |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Insulation                            |                                   | -  | -             | -                               | Incl.inFoamInsulation               | -                    | -                | -                  | -                  |                                |
| Fireproofing                          |                                   | 1,270,179                                | -             | 1,270,179                       | UniqueSpace                         | 73,900               | -                | -                  | 73,900             |                                |
| Fireproofing                          |                                   | 264,340                                  | -             | 264,340                         | FJConstruction                      | 264,340              | -                | -                  | 264,340            |                                |
| SidingPanels                          |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| MetalPanels Interior                  |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| Soffits                               |                                   | Incl.above                               | -             | Incl.above                      | Includedinroofing                   | -                    | -                | -                  | -                  |                                |
| MembraneRoofing                       |                                   | 2,091,943                                | 30,779        | 2,122,723                       | Bothwell(AsperTenderSummary)        | 2,081,204            | 41,519           | -                  | 2,122,723          |                                |
| TrafficTopping                        |                                   | 434,016                                  | 5,100         | 439,116                         | OnFloorSolutions(Outstanding)       | 434,016              | 5,100            | -                  | 439,116            |                                |
| Firestopping                          |                                   | Included                                 | -             | Included                        | Includedinfireproofing              | -                    | -                | -                  | -                  |                                |
| Caulking&Sealants                     |                                   | 1,157,590                                | -             | 1,157,590                       | POP s(ExecutedLOI)                  | 82,740               | -                | -                  | 82,740             |                                |
| FoamInsulation                        |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| <b>DIVISION7</b>                      | <b>TOTAL</b>                      | <b>6,146,569</b>                         | <b>35,879</b> | <b>6,182,449</b>                |                                     | <b>3,840,650</b>     | <b>70,670</b>    | <b>-</b>           | <b>3,911,320</b>   | <b>904,450</b>                 |
| <b>DIVISION8</b>                      | <b>DOORS&amp;WINDOWS</b>          |  |               |                                 |                                     |                      |                  |                    |                    |                                |
| HollowMetalDoors&Frames               |                                   | 249,598                                  | -             | 249,598                         | GageAluminum&Glass                  | 230,000              | 19,598           | -                  | 249,598            |                                |
| HollowMetalDoors&Frames(RetailSupply) |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| InteriorGlazing                       |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| GarageOverheadDoors                   |                                   | 126,376                                  | -             | 126,376                         | -                                   | -                    | -                | -                  | -                  |                                |
| AluminiumWindows                      |                                   | -  | -             | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RevolvingDoors                        |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| StructuralGlass                       |                                   | 14,701,596                               | 32,061        | 14,733,657                      | Seele(ExecutedContract)             | 12,398,103           | 2,254,090        | 49,403             | 14,701,596         | 12,983,154                     |
| PodiumCurtainWall                     |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| PenthouseEnclosures                   |                                   | Incl.inbelow                             | -             | Incl.inbelow                    | Includedintowercurtainwall          | -                    | 129,105          | 8,119,816          | 8,248,921          |                                |
| TowerCurtainWall                      |                                   | 89,460,761                               | - 63,204      | 89,397,558                      | Gamma(ExecutedContract)/Riversid    | 81,330,113           | - 273,109        | 91,632             | 81,148,636         | 89,579,034                     |

| DIVISION           | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|--------------------|----------|--|----------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| Hardware           |          | 2,112,972                                | -        | 67,940                          | 2,045,032                           | Guardtek             | 1,114,606        | 166,597            | 42,575             | 1,323,778                      |
| Hardware Retail    |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  | -                              |
| MegaColumnCladding |          | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  | -                              |
| Louvres            |          | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  | -                              |
| ShowerDoors        |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  | -                              |
| SkylightSystems    |          | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  | -                              |
| DIVISION8          | TOTAL    | 106,651,303                              | -        | 99,083                          | 106,552,221                         |                      | 95,072,822       | 2,296,281          | 8,303,426          | 105,672,529                    |
|                    |          |  |          |                                 |                                     |                      |                  |                    |                    | 102,562,188                    |

| DIVISION9       | FINISHES     |            |   |            |                                   |         |         |       |           |   |
|-----------------|--------------|------------|---|------------|-----------------------------------|---------|---------|-------|-----------|---|
| Stucco          |              | -          | - | -          | -                                 | -       | -       | -     | -         |   |
| Drywall         | Residential  | 14,315,816 | - | 14,315,816 | UnitedDrywall(ContractOutstanding | 707,220 | 148,904 | -     | 856,124   |   |
| Drywall         | Hotel        | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Drywall         | Retail       | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Tile            | CondoSuites  | 9,484,085  | - | 9,484,085  | -                                 | -       | -       | -     | -         |   |
| Tile            | HotelSuites  | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Tile            | CondoCommon  | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Tile            | HotelCommon  | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Tile            | RetailCommon | Incl.above | - | Incl.above | -                                 | -       | -       | -     | -         |   |
| Countertops     |              | 5,655,583  | - | 5,655,583  | -                                 | -       | -       | -     | -         |   |
| WoodFlooring    |              | 5,930,667  | - | 5,930,667  | -                                 | -       | -       | -     | -         |   |
| Carpet          |              | -          | - | -          | -                                 | -       | -       | -     | -         |   |
| Painting        |              | 2,705,112  | - | 2,705,112  | 2218840OntarioInc.(ContractOutsta | 223,000 | 38,300  | 4,590 | 265,890   |   |
| SpecialFinishes |              | -          | - | -          | Includedinpainting                | -       | -       | -     | -         |   |
| FinalClean      |              | 3,000,000  | - | 3,000,000  | -                                 | -       | -       | -     | -         |   |
| WallPaper       |              | -          | - | -          | -                                 | -       | -       | -     | -         |   |
| DIVISION9       | TOTAL        | 41,091,263 | - | 41,091,263 | 0                                 | 930,220 | 187,204 | 4,590 | 1,122,014 | - |

| DIVISION10               | SPECIALTIES |           |           |                                  |   |   |   |   |   |   |
|--------------------------|-------------|-----------|-----------|----------------------------------|---|---|---|---|---|---|
| ToiletPartitions         | 8,400       | -         | 8,400     | -                                | - | - | - | - | - |   |
| Louvres                  | -           | -         | -         | IncludedinGamma                  | - | - | - | - | - |   |
| OutdoorKitchens          | 100,000     | -         | 100,000   | -                                | - | - | - | - | - |   |
| Fireplaces               | 500,000     | -         | 500,000   | Allowanceforupperfloorfireplaces | - | - | - | - | - |   |
| SpecialtyPartitions      | -           | -         | -         | -                                | - | - | - | - | - |   |
| Mirrors                  | 61,700      | -         | 61,700    | -                                | - | - | - | - | - |   |
| LoadingDockEquipment     | 70,000      | -         | 70,000    | -                                | - | - | - | - | - |   |
| MetalLockers             | 349,200     | -         | 349,200   | -                                | - | - | - | - | - |   |
| BicycleRacks             | 240,698     | -         | 240,698   | -                                | - | - | - | - | - |   |
| ToiletandBathAccessories | 1,141,992   | -         | 1,141,992 | -                                | - | - | - | - | - |   |
| MailBoxes                | 41,600      | -         | 41,600    | -                                | - | - | - | - | - |   |
| Pedimat                  | 90,000      | -         | 90,000    | -                                | - | - | - | - | - |   |
| DIVISION10               | TOTAL       | 2,603,590 | -         | 2,603,590                        | 0 | - | - | - | - | - |

| DIVISION                  | Category              | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES   | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------|-----------------------|--|----------|---------------------------------|---------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| DIVISION11                | EQUIPMENT             |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| WindowWashingSystems      |                       | 1,623,460                                | -        | 1,623,460                       | Tractel(ExecutedContract)             | 1,363,800            | 264,460          | -                  | 1,628,260          |                                |
| HotelKitchenEquipment     |                       | 150,000                                  | -        | 150,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| Appliances                |                       | 4,448,232                                | -        | 4,448,232                       | -                                     | -                    | -                | -                  | -                  |                                |
| GarbageCompactor&bins     |                       | 350,000                                  | -        | 350,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| ParkingStackers           |                       | 1,623,460                                | -        | 1,623,460                       | Klaus(ExecutedContract)               | 1,364,350            | 259,110          | -                  | 1,623,460          |                                |
| Pools                     |                       | 1,659,830                                | -        | 1,659,830                       | ServicePlus(AsperTenderSummary)       | 1,659,830            | -                | -                  | 1,659,830          |                                |
| FloatingFloors            |                       | 325,000                                  | -        | 325,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| DIVISION11                | TOTAL                 | 10,179,982                               | -        | 10,179,982                      | 0                                     | 4,387,980            | 523,570          | -                  | 4,911,550          | -                              |
| DIVISION12                | FURNISHINGS           |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| WindowCoverings           |                       | -  | -        | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| GymRoomEquipment          |                       | -  | -        | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| RestaurantLooseFurniture  |                       | -  | -        | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| DIVISION12                | TOTAL                 | -  | -        | -                               | 0                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION13                | SPECIALCONSTRUCTION   |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| DynamicDamperAllowance    |                       | -  | -        | -                               | IncludedinWalters                     | -                    | -                | -                  | -                  |                                |
| SaunasandHotTub           |                       | -  | -        | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| DIVISION13                | TOTAL                 | -  | -        | -                               | 0                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION14                | CONVEYINGSYSTEMS      |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| CondoElevators            |                       | 28,509,323                               | -        | 28,509,323                      | Otis(ExecutedContract)                | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| HotelElevators            |                       | Inclabove                                | -        | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| RetailElevators           |                       | Inclabove                                | -        | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| JumpLifts                 |                       | Inclabove                                | -        | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| Hoists                    |                       | Inclabove                                | -        | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| DIVISION14                | TOTAL                 | 28,509,323                               | -        | 28,509,323                      | 0                                     | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| DIVISION15                | MECHANICAL            |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| Plumbing,Fire             | ProtectionandControls | 20,868,658                               | 221,812  | 21,090,470                      | ModernNiagara(ExecutedContract)       | 19,790,000           | 1,825,351        | -                  | 21,615,351         | 19,790,000                     |
| FireProtection            |                       | 100,000                                  | -        | 100,000                         | DisanoSprinklerDesignFee              | -                    | -                | 53,250             | 53,250             |                                |
| HVAC/High                 | RiseMechanical        | 15,576,955                               | -        | 15,576,955                      | -                                     | -                    | -                | -                  | -                  |                                |
| Controls                  |                       | Incl.in1500                              | -        | Incl.in1500                     | -                                     | -                    | -                | -                  | -                  |                                |
|                           |                       | -  | -        | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| DIVISION15                | TOTAL                 | 36,545,613                               | 221,812  | 36,767,425                      | 0                                     | 19,790,000           | 1,825,351        | 53,250             | 21,668,601         | 19,790,000                     |
| DIVISION16                | ELECTRICAL            |  |          |                                 |                                       |                      |                  |                    |                    |                                |
| Electrical                |                       | 15,044,564                               | 253,959  | 15,298,523                      | Ozz(ExecutedContract)                 | 14,648,842           | 665,089          | -                  | 15,313,931         | 18,924,782                     |
| Electrical                |                       | - 1,405,482                              | - -      | 1,405,482                       | Credit for cash allowances carried in | -                    | -                | -                  | -                  |                                |
| LightFixtures             |                       | 4,402,976                                | -        | 4,402,976                       | Ozz (Executed Contract)               | 4,402,976            | -                | -                  | 4,402,976          |                                |
| SecurityAlarmSystem       |                       | 349,000                                  | -        | 349,000                         | Guardtek (Award Recommendation)       | 349,000              | -                | -                  | 349,000            |                                |
| ExternalLightingAllowance |                       | Included                                 | -        | Included                        | Included in electrical                | -                    | -                | -                  | -                  |                                |

| DIVISION     | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE   | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|--------------|----------|--|------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| SiteServices |          | Included                                 | -          | Included                        | Included in electrical              | -                    | -                | -                  | -                  |                                |
| DIVISION16   | TOTAL    | 18,391,058                               | 253,959    | 18,645,017                      | 0                                   | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| GRAND TOTAL  |          | 537,310,402                              | 36,516,780 | 573,827,184                     |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|              |          | -  | 1 -        | 1,828,419 -                     | 1,828,418                           | -                    | -                | -                  | -                  |                                |



**From:** Danny Chotrani  
**Sent:** February 6, 2023 1:42 PM  
**To:** Mark Kilfoyle <[mark@mizrahidevelopments.ca](mailto:mark@mizrahidevelopments.ca)>  
**Cc:** Jenny Coco <[JCoco@cocogroup.com](mailto:JCoco@cocogroup.com)>; Rocky Coco <[Rcoco@cocogroup.com](mailto:Rcoco@cocogroup.com)>; Wes Diong <[wdiong@cocogroup.com](mailto:wdiong@cocogroup.com)>; The One <[theone@cocogroup.com](mailto:theone@cocogroup.com)>  
**Subject:** RE: Agreement to sell Hotel

Mark,

Thank-you for sending the agreements with the agents that Mizrahi has purported to engage without Jenny's knowledge or involvement. Your last-minute request that Jenny immediately execute the wire payments to the agents is entirely unacceptable in these circumstances.

While the sale of the Hotel component may be in the best interest of the Project and Jenny wishes to support and facilitate that process, it is important that the Coco parties are properly engaged in this significant decision by setting up / launching the process, but also that they need to remain fully involved in the process as it unfolds including but not limited to participating in all communications between the agent (or consultant) and Mizrahi / the company and receiving concurrently with Mizrahi / the company copies of all expressions of interest / bids, being involved in the financial due diligence process and be party to information to be shared in a timely manner that is necessary to make strategic decisions that is best for the project & its stakeholders.

Before approving the wire payments to the proposed agents, the Coco parties wish to meet with various agents to discuss their expertise in this area, review detailed terms of engagement, the proposed fee structure, and the sale process. To be clear, the Coco parties need to be satisfied about the integrity and bona fides of the sale process. Furthermore, the Coco parties require that they remain involved in the process from the onset, such that Coco engage with the (Consultant) Purchaser/Purchaser's agents, review all agreements including review of financial due diligence, and offers to purchase the Hotel before an Agreement of Purchase and Sale is finalized. Given the significance of the Hotel sale, there should be no issue with the Coco parties being involved in facilitating the sale process.

The Coco parties will not be a position where there is undue pressure to execute a payment on the threat of breaching an agreement in which they had no involvement.

Please let me know when Jenny and Rocky and I can meet with yourself and Sam and develop a plan to evaluate the sale of the Hotel component, including the selection of the proposed agents.

Regards,  
Danny Chotrani

**From:** Mark Kilfoyle <[mark@mizrahidevelopments.ca](mailto:mark@mizrahidevelopments.ca)>  
**Sent:** February 2, 2023 6:32 PM  
**To:** Danny Chotrani <[dchotrani@cocogroup.com](mailto:dchotrani@cocogroup.com)>; Wes Diong <[wdiong@cocogroup.com](mailto:wdiong@cocogroup.com)>  
**Cc:** The One <[theone@cocogroup.com](mailto:theone@cocogroup.com)>  
**Subject:** Agreement to sell Hotel

Hi Danny and Wes,

Please find enclosed the fee agreement and invoices that need to be processed immediately for the agents who are selling the Hotel. This is as per the Financing Agreement with Meritz. Please have Jenny sign the wires and I will have IGIS approve the early payments. As you note in the agreements they need to be paid within 3 days of signing the agreement.

Best regards  
Mark



**Mizrahi Commercial (The One) GP Inc.**  
**April 2023 Month End**  
**Payment Listing**

|                                    |               | <u>Total</u>                   |
|------------------------------------|---------------|--------------------------------|
| Amount of Cheques                  | 1,214,104.62  |                                |
| Amount of Wires & Transfers        | 10,893,801.43 | 12,107,906.05                  |
| Amount of Payments from TD Account | 3,738,093.47  | 3,738,093.47                   |
| <b>Total:</b>                      |               | <u><b>\$ 15,845,999.52</b></u> |

Note: Wire amounts noted in USDs,GBPs, KRWs may differ from the actual depending on FX at time of transfer

Authorized Signatures:

---

Sam Mizrahi  
I have the authority to bind the corporation

**SEE INDIVIDUAL TABS FOR APPROVAL DETAILS**

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Jenny Coco  
I have the authority to bind the corporation

Chengye

[illegible]

Changes



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| April 2023 |      |      |              | March 2023 |      |              |      | February 2023 |              |      |      | January 2023 |      |      |              | December 2022 |      |              |      | November 2022 |              |      |      | October 2022 |      |      |              | September 2022 |      |              |      | August 2022 |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |      |              |      |  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Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate | Term | Open Balance | Rate 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|--------|----------|--------------|---|----------|---|----------|--|
| Carlin | APR 2023 | NOT APPROVED | Unable to approve a vendor payment without a copy of the original contract and corresponding Change Order/Extra not shared with Caco. In accordance with the Attribution Award in 2023, Miraval was obligated to obtain Caco's approval and signature on all financial obligations before the work is undertaken. "Financial obligations that are incurred in accordance with those budgets and reflected in formal contracts to purchase orders approved before work is undertaken, the proper processing and approval of change orders or change directives, segregated bank accounts, dual signatures on financial obligations and payments, and regular, timely, and accurate monthly reporting to stakeholders." | APPROVED | Unable to approve a vendor payment without a copy of the original contract and corresponding Change Order/Extra not shared with Caco. In accordance with the Attribution Award in 2023, Miraval was obligated to obtain Caco's approval and signature on all financial obligations before the work is undertaken. "Financial obligations that are incurred in accordance with those budgets and reflected in formal contracts to purchase orders approved before work is undertaken, the proper processing and approval of change orders or change directives, segregated bank accounts, dual signatures on financial obligations and payments, and regular, timely, and accurate monthly reporting to stakeholders." | APPROVED | Original contract and Extra are not shared with Caco who are not awaiting information requested. Also report does not provide the details in the contract that is required to actually change the contract. As Sam Miraval's aware, there is no issue with the contract as it is a contract to purchase the contract. As Sam Miraval's aware, there is no issue with the contract as it is a contract to purchase the contract. 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April 2109 | May 2109 | June 2109 | July 2109 | August 2109 | September 2109 | October 2109 | November 2109 | December 2109 | January 2110 | February 2110 | March 2110 | April 2110 | May 2110 | June 2110 | July 2110 | August 2110 | September 2110 | October 2110 | November 2110 | December 2110 | January 2111 | February 2111 | March 2111 | April 2111 | May 2111 | June 2111 | July 2111 | August 2111 | September 2111 | October 2111 | November 2111 | December 2111 | January 2112 | February 2112 | March 2112 | April 2112 | May 2112 | June 2112 | July 2112 | August 2112 | September 2112 | October 2112 | November 2112 | December 2112 | January 2113 | February 2113 | March 2113 | April 2113 | May 2113 | June 2113 | July 2113 | August 2113 | September 2113 | October 2113 | November 2113 | December 2113 | January 2114 | February 2114 | March 2114 | April 2114 | May 2114 | June 2114 | July 2114 | August 2114 | September 2114 | October 2114 | November 2114 | December 2114 |
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|   | April 2023                            |             |                       |  | March 2023          |             |                       |                                      | February 2023       |             |                       |                                      | January 2023                                |             |                       |                                      | December 2022       |             |                       |                                      | November 2022          |             |                       |                                      | October 2022        |             |                       |  | September 2022      |             |                       |                                      | August 2022         |             |                       |                                      |   |  |
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| Name  | Date                                  | Description | Mar 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.)   | Date                | Description | Mar 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date                | Description | Feb 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date  | Description | Jan 2023 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date                | Description | Dec 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date                   | Description | Nov 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date                | Description | Oct 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.)                                 | Date                | Description | Sep 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | Date                | Description | Aug 2022 Open Balance | COCO APPROVED OR NOT APPROVED (N.A.) | JC COMMENTS   |  |
| Bell Canada                                     |                                       |             | 14.31                 |  |                     |             | 15.22                 |                                      |                     |             | 15.56                 |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      | Invoice to a 3rd company, not applicable to the Project |  |
| Total Bell Canada                               | 04/01/2023 May 2023                   |             | 14.31                 | Approved   | 04/01/2023 Apr 2023 |             | 15.22                 | Approved                             | 02/11/2023 Mar 2023 |             | 15.56                 | Approved                             | 02/11/2023 Feb 2023                         |             | 14.56                 | Approved                             | 01/11/2023 Jan 2023 |             | 14.72                 | Approved                             | 11/01/2022 Nov 2022    |             | 14.30                 | Approved                             | 11/01/2022 Nov 2022 |             | 13.96                 | Approved   | 10/01/2022 Oct 2022 |             | 13.91                 | Approved                             | 09/01/2022 Sep 2022 |             | 13.77                 | Not approved                         |   |  |
| CBRE Limited                                    |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
|   | 04/27/2023 23-APPR TOR-0233R          | PAID        | 29,380.00             | NOT APPROVED:<br>The services are requested by IGIS Asset Management for Warehouse Approval Report. The purpose of the report is to be provided by Coco and therefore, cannot approve such services.   |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total CBRE Limited                              |                                       |             | 29,380.00             |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Dentons Canada LLP                              |                                       |             | 18,000.00             |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
|   | 05/02/2023 TBD - NEED INV. PAID       | PAID        | 18,000.00             | NOT APPROVED:<br>Unable to approve as neither status nor invoice has been provided by Mizrahi team to Coco, even though amount has been paid through TD account  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total Dentons Canada LLP                        |                                       |             | 18,000.00             |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Home Construction Regulatory Authority          |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      | 11/29/2022 APP-5021342 |             | 500.00                | Approved                             |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total Home Construction Regulatory Authority    |                                       |             | -                     |  |                     |             | -                     |                                      |                     |             | -                     |                                      |   |             | -                     |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| IGIS Global Private Placement Real Estate       |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
|   | 08/31/2022 08312022 Quarterly         |             | 2,801,911.00          | Approved   |                     |             |                       |                                      |                     |             |                       |                                      | 2/27/2023 Renewal - Extension 2/28/2023 - 2 |             | 2,755,194.00          | Approved                             |                     |             |                       |                                      |                        |             |                       |                                      | 08/31/2022 08312022 |             | 3,692,961.00          | IGIS handling fee - approved in accordance with the Credit Facility. |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total IGIS Global Private Placement Real Estate |                                       |             | 2,801,911.00          |  |                     |             | -                     |                                      |                     |             | -                     |                                      |   |             | 2,755,194.00          |                                      |                     |             |                       | -                                    |                        |             |                       |                                      |                     |             | 3,692,961.00          |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Livingston International Inc.                   |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
|   | 05/03/2023 404-725856                 | PAID        | 20,282.79             | NOT APPROVED:<br>This is for Hsair mock-up, for which the budget has been provided since Sep 2020, thus this expense is not approved. Mizrahi has yet to confirm if the Operator agreement (Hyatt) is still active.<br>Unable to approve without a detailed budget for the Hyatt Auditor Model, requested since Mike Clark's departure and not received to date.<br>Atlas Report ", increased hotel & retail finishes budget (\$30.5 million. These items are outside the budget. ",<br>Mizrahi comments on this payment listing schedule from Dec 2022 indicates that Atlas no longer has a contract. However, in the Atlas continue to report it still appears as a Project budget item (Atlas report no. 42, 44 & 45 section 1.8) |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total Livingston International Inc.             |                                       |             | 20,282.79             |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Master Insurance Limited.                       |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      | 12/28/2022             |             | 124,660.11            | Approved                             | 11/29/2022 7510175  |             | 445,696.02            | Approved   |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total Master Insurance Limited.                 |                                       |             | -                     |  |                     |             | -                     |                                      |                     |             | -                     |                                      |   |             | -                     |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Mizrahi - HC                                    |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
|   | 05/02/2023 C1336(Aluminum Extrusions) |             | 731,989.35            | NOT APPROVED:<br>Advance payment for material for which no contract has been provided to Coco. Therefore, Coco is unable to approve.   |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| Total Mizrahi - HC                              |                                       | PAID        | 868,595.37            |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| CM Fee  |                                       |             | 36,599.47             |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| TD Wire Fee                                     |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| 0 x Outward Remit @ \$50                        |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| 0 x Outward Remit @ \$25                        |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| 0 x KEB Receiving @ \$10                        |                                       |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |             |                       |                                      |                     |             |                       |                                      |                        |             |                       |                                      |                     |             |                       |  |                     |             |                       |                                      |                     |             |                       |                                      |   |  |
| TOTAL   |                                       |             | \$ 3,738,093.47       |  |                     |             | \$ 15.22              |                                      |                     |             | \$ 15.56              |                                      |   |             | \$2,755,258.56        |                                      |                     |             |                       | \$ 124,724.83                        |                        |             |                       | \$ 446,260.32                        |                     |             | \$3,693,024.96        |  |                     | \$ 13.91    |                       |                                      |                     | \$ 13.77    |                       |                                      |   |  |

| ANNEXURE 1 - RECOVERABLE COST COMMENTS   |                               |       |  | INV # C1343     |                 | INV # C1328     |  | INV # C1312     |                 | INV # C1300            |               | INV # C1282   |                        |              |   |                        |               |   |                        |  |
|--|-------------------------------|-------|--|-----------------|-----------------|-----------------|--|-----------------|-----------------|------------------------|---------------|---|------------------------|--------------|---|------------------------|---------------|---|------------------------|--|
| Mizrahi Inc.   |                               |       |  | DATE 05/12/2023 |                 | DATE 04/13/2023 |  | DATE 03/13/2023 |                 | DATE 02/13/2023        |               | DATE 01/11/2023   |                        |              |   |                        |               |   |                        |  |
| General Comments:  |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| Mizrahi Inc. is responsible for the recoverable costs due to lack of completion of the Project in accordance with Project schedule (substantially completion date December 2022). Lender has sent Notice of Default for failure to complete the Project within the deadline. See comments on Mizrahi - GC in main body of the Payment List under Wires for default notices served.   |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| No   | Vendor name                   | Order | Supply of:                                 | APRIL 2023      | Apr 2023 Amount | JC Comments     | Supply of:                                 | MARCH 2023      | Mar 2023 Amount | JC Comments (Mar 2023) | FEBRUARY 2023 | Feb 2023 Amount   | JC Comments (Feb 2023) | JANUARY 2023 | Jan 2023 Amount   | JC Comments (Jan 2023) | DECEMBER 2022 | Dec 2022 Amount   | JC Comments (Dec 2022) | Mark Kilfoyle comments (31st Jan 2023)   |
|  |                               |       |  |                 | \$              | (Apr 2023)      |  |                 | \$              | (Mar 2023)             |               | \$  | (Feb 2023)             |              | \$  | (Jan 2023)             |               | \$  | (Dec 2022)             |  |
| A  |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| For all invoices for the month, under Category (A)   |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| APPROVED SUBJECT TO RESERVATION OF RIGHTS:   |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| Since July 2022, Mizrahi has not updated the construction schedule and Project budget despite significant delays noted in the Project by Altus.  |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| While some of these expenses may be required for construction to continue, which is in everyone's interest, Coco and the Project reserve the right to recover all cost overruns against Mizrahi Developments Inc.  |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| According to Arbitration Award in Nov 2019:  |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| "Most of the things I am talking about are covered in first- or second-year accounting courses. I am referring to things such as budgets that are realistically established and regularly updated, financial obligations that are incurred in accordance with those budgets and reflected in formal contracts or purchase orders approved before work is undertaken, the proper processing and approval of change orders or change directives, segregated bank accounts, dual signatures on financial obligations and payments, and regular, timely, and accurate monthly reporting to stakeholders. With a properly managed financial administration system with appropriate controls, there should be no surprises." |                               |       |  |                 |                 |                 |  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| A.01   | Active Transport Inc.         | 1     | Trailer Detention & freight                |                 | 24,750.00       |                 | Trailer Detention & freight                |                 | 25,575.00       |                        | 23,100.00     | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                        | 51,150.00    | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                        | 6,675.00      | Delay in progress on site has caused costs to be incurred for this vendor for trailer detention, excessive environmental fees and should be recharged to the contractor, Mizrahi Inc.   |                        | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| A.02   | AlumaSafway Inc.              | 1     | Scaffolding system                         |                 | 84,186.00       |                 | Scaffolding system                         |                 | 125,095.00      |                        | 166,800.00    | NOT APPROVED:<br>The invoices includes rental charges which would not be incurred had the contractor completed the project on time. This amount is recoverable from the Contractor, Mizrahi.  |                        |              |   |                        | 90,535.00     | Total contract sum stands at \$2.9m v original contract of \$1.4m; increase is directly attributable to the delays on site by the Contractor, Mizrahi Inc as these are rent charged due to time delays. All costs due to delay, i.e., \$1.5m should be charged back to the contractor, Mizrahi Inc. |                        | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| A.03   | Amherst Concrete Pumping Ltd. | 1     | Concrete pouring and labour                |                 | 122,589.07      |                 | Concrete pouring and labour                |                 | 84,815.13       |                        | 84,131.01     | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                        | 48,137.08    | NOT APPROVED:<br>Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                        | 72,652.79     | Incremental unit rates and costs to the account of the contractor, Mizrahi Inc. - Concrete rates are at \$30/m3 in current invoice v \$26/m3 in Aug 2021.   |                        | Please provide a question. Have you researched the increased costs in the Construction Industry in the last 12 months. You should be giving us recognition for keeping costs as low as they are. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.  |
| A.04   | Astley Gilbert Inc.           | 2     | High speed blotting bond and binding       |                 | 556.40          |                 | Water sampling and flow meter calibration  |                 |                 |                        |               |   |                        |              |   |                        |               |   |                        |  |
| A.05   | Atlas Dewatering Corporation  | 1     | Water sampling and flow meter calibration  |                 | -               |                 |  |                 |                 |                        |               |   |                        | 3,400.00     | Can be approved   |                        |               |   |                        |  |
| A.06   | Aurora Generators Inc.        | 1     |  |                 | -               |                 |  |                 | 20,660.00       |                        |               |   |                        |              |   |                        |               |   |                        |  |
| A.07   | Barhai Digital                | 1     | GSM sservices                              |                 | -               |                 | GSM sservices                              |                 | -               |                        | 720.00        | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.  |                        | 720.00       | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.  |                        |               |   |                        |  |
| A.08   | Barmac Garage Doors           | 1     | Stock door supply & installation           |                 | -               |                 | Stock door supply & installation           |                 | -               |                        | 240.00        | NOT APPROVED:<br>This is a replacement of a door that was damaged. As the contractor has not performed handover to the owner, the damages are to be borne by the contractor and this cost is fully recoverable from the contractor, Mizrahi.  |                        |              |   |                        | 1,674.41      | This is an incremental costs associated with construction delay due to wear and tear of existing stock door and related equipment, which could have been avoided had the Project completed on time. This cost should be backcharged to the contractor, Mizrahi Inc.                                 |                        | There are no grounds to charge back these costs to the GC. These costs are a Project cost.   |
| A.09   | Bell Canada                   | 1     | Damage of Bell's property (100 pair cable) |                 | -               |                 | Damage of Bell's property (100 pair cable) |                 | -               |                        |               | NOT APPROVED:<br>Contractor's fault caused the damage and should be paid by Mizrahi as contractor   |                        | 17,345.71    | NOT APPROVED:<br>Contractor's fault caused the damage and should be paid by Mizrahi as contractor   |                        |               |   |                        |  |
| A.10   | Brandon Jones                 | 1     | Tote supply                                |                 | -               |                 | Tote supply                                |                 | -               |                        | 1,620.00      | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |                        | 750.00       | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |                        | 750.00        | Amount paid for 1000L tote supply & delivery. If the project was on time, this could have been avoidable costs.   |                        | Please provide a question. Just so you are aware this cost relates to the clean up of the trucks when we pour concrete. The cost has nothing to do with the delay of the Project. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.   |
| A.11   | Brandon Timins                |       |  |                 | -               |                 |  |                 |                 |                        |               |   |                        | 427.24       | NOT APPROVED: Does not show how this is project related cost - Home depot supplies and food   |                        |               |   |                        |  |
| A.12   | Brickeye                      | 1     | Noise Monitoring Kit                       |                 | 1,170.00        |                 | Noise Monitoring Kit                       |                 | 2,340.00        |                        |               | NOT APPROVED:<br>Same as previous month - Mark's response to Coco's queries from Dec 2022 queries is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |                        | 2,340.00     | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |                        | 1,170.00      | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   |                        | Please provide a questions. Just so you are aware this cost relates to the noise controlling system that allows us to work extra hours and accelerate the construction schedule. To stop this would delay the Project further. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with. There are no grounds to charge back these costs to the GC. These costs are a Project cost. |
| A.13   | Canadian Springs              | 1     | Bottled water                              |                 | 476.27          |                 | Bottled water                              |                 | 638.43          |                        | 267.83        | OK  |                        | 668.36       | Ok  |                        |               |   |                        |  |
| A.14   | Central Fairbank Lumber       | 1     | Lumber                                     |                 | 9,365.29        |                 | Lumber                                     |                 | 4,667.00        |                        | 6,275.14      | NOT APPROVED:<br>Same as previous month - Mark's response to Coco's queries from Dec 2022 is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. |                        | 1,645.93     | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. |                        | 14,738.46     | Inconsistent pricing with the vendors for the same/similar items have been noted. This shows lack of propriety and control by the contractor, Mizrahi Inc.  |                        | Please provide a question. Have you researched the increased costs in the Construction Industry in the last 12 months. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of propriety and control by the contractor, Mizrahi Inc." are not especially productive. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with. |
| A.15   | City Disposal Group 2015 Inc. | 1     | Waste Disposal                             |                 | 18,969.50       |                 | Waste Disposal                             |                 | 16,312.50       |                        | 14,579.00     | OK  |                        | 8,107.00     | Ok  |                        | 24,458.00     | Ok  |                        |  |

|      |                                 |       | APRIL 2023  |                       |                           |   | MARCH 2023            |                        | FEBRUARY 2023         |   | JANUARY 2023          |  | DECEMBER 2022         |  |   |  |
|------|---------------------------------|-------|---|-----------------------|---------------------------|---|-----------------------|------------------------|-----------------------|---|-----------------------|--|-----------------------|--|---|--|
| No   | Vendor name                     | Order | Supply of:  | Apr 2023 Amount<br>\$ | JC Comments<br>(Apr 2023) | Supply of:  | Mar 2023<br>Amount \$ | JC Comments (Mar 2023) | Feb 2023 Amount<br>\$ | JC Comments (Feb 2023)  | Jan 2023 Amount<br>\$ | JC Comments (Jan 2023)   | Dec 2022 Amount<br>\$ | JC Comments (Dec 2022)   | Mark Kilfoyle comments (31st Jan 2023)  |  |
| A.16 | City Noise Exempt Permit        | 1     | Noise exemption   | -                     |                           | Noise exemption   | -                     |                        |                       |   |                       |  | 100.00                | Damaging reputation due to noise pollution and would have been avoided had project been completed on time.   | Please provide a question. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.   |  |
| A.17 | City of Toronto                 | 1     | Water sewage treatment  | -                     |                           | Water sewage treatment  | 2,850.58              |                        | 28,405.64             |   | 3,710.10              | Includes late payment charges \$45.8 that should not be charged to the project   |                       |  |   |  |
| A.18 | Clonard Group Inc.              | 1     | Site disinfection   | 1,730.00              |                           | Site disinfection   | 1,730.00              |                        | 1,730.00              | NOT APPROVED:<br>Relates to site disinfection. Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi      | 3,460.00              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.   | 3,460.00              | 2021 rate was \$2,160 v 2022 rate at \$3,460.00. Why is there an escalation in rates allowed to go unchecked? Lack of control and propriety displayed by the contractor, Mizrahi Inc.  | Have you researched the increased costs in the Construction Industry in the last 12 months including labour. You should be giving us recognition for keeping costs as low as they are. Your vague allegations of "lack of control and things going unchecked" are not especially productive. If you have specific concerns, please forward them. Self-serving emails like this don't give our team much to work with.   |  |
| A.19 | CM Fee                          |       |   |                       |                           | CM fee on office rent   | -                     |                        |                       |   |                       |  | 29,609.38             | CM Fee is being charged on the Triovest rental property. Further, CM Fee is to be at 2.5% as per arbitration award and not 5% as charged to us.  | This is consistent with how the Project is and has been run through time and as per the agreements and CCDC Agreements and agreed to by Coco at the time to go back to 5% and to have all the 2.5% that was owed and discounted as per the Arbitration Agreement credited back to Mizrahi by Coco. Coco agreed to these terms and re-set of the fees and credit for the past fees deducted by Nina P at Foglers and Coco as part of the Gaurantee Release by Cerieco. |  |
| A.20 | Consolidated Crane              | 1     | Rental for load test counterweights and equipment maintenance | 11,500.00             |                           | Rental for load test counterweights and equipment maintenance | 5,750.00              |                        | 10,750.00             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                                    | 5,750.00              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 5,750.00              | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.21 | David Paris                     | 1     | Crane operator hotel stay costs                               | -                     |                           | Crane operator hotel stay costs                               | 282.75                |                        | 690.26                | NOT APPROVED: Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning. Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor, Mizrahi   | 278.61                | NOT APPROVED: Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor, Mizrahi  | 296.71                | Hotel room rent for crane operator is not part of the construction cost and is excessive. This should be charged back to the contractor, Mizrahi for improper planning   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.22 | Dell-Core                       | 1     | Props and beams, safety fence, rack                           | 21,749.04             |                           | Props and beams, safety fence, rack                           | 37,280.85             |                        | 6,819.74              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 25,083.64             | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.  | 14,664.61             | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.23 | Edwal Building Maintenance Ltd. |       |   | 16,800.00             |                           |   |                       |                        |                       |   |                       |  |                       |  |   |  |
| A.24 | E S Fox                         | 1     | Rail Climbing system  | 119,037.24            |                           | Rail Climbing system  | 105,670.02            |                        | 35,000.00             | APPROVED CONDITIONALLY:<br>Coco is not provided a copy of the contract so this amount is approved on the condition that it is for the permanent rail climbing system.   |                       |  |                       |  |   |  |
| A.25 | Enbridge                        | 1     | Gas supply costs  | 25,007.63             |                           | Gas supply costs  | 208,586.21            |                        |                       |   |                       |  | 87,881.00             | Generator costs that is avoidable costs had the project been completed on time. This should be charged back to the contractor, Mizrahi for delay caused by them.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.26 | Esteban exps claim              | 1     | [EY Design inc.]  | -                     |                           | [EY Design inc.]  | -                     |                        | -                     | 1,892.21 The credit only relates to Rogers bills that was claimed by Esteban in Jan 2023. However, there is still credit on the other items noted in comments from Jan 2023 that is pending to be made.   | 18,841.13             | NOT APPROVED:<br>Esteban is an employee charged to the project under Construction staff. Costs are not project related for instance hotel stay in Ottawa, Italy, transportation, meals and other cost. Ottawa is a Mizrahi project and not related to The One Project. The costs and expenses of a Site Super are excessive and extraneous. Why is Estaban traveling to Europe? Milan? Please explain. Mizrahi continues to plague the Project wih excessive unjustified expenses. |                       |  |   |  |
| A.27 | Fedex                           | 1     |   | 111.97                |                           |   | 119.41                |                        | 726.68                |   |                       |  |                       |  |   |  |
| A.28 | GNB Global Inc.                 | 1     | Reusable weather enclosure system                             | 5,716.48              |                           | Reusable weather enclosure system                             | 12,640.16             |                        |                       |   |                       |  |                       |  |   |  |
| A.29 | Hardwall                        | 1     |   | 8,330.20              |                           |   | -                     |                        | 9,260.44              | This should be part of Hard Costs and not Recoverable costs. In any case, the amount is NOT APPROVED. The invoice amount is 'Extras' for time and material for weather protection which should have been part of original contract. Coco is concerned with the extras being charged to the project showing poor cost control by Mizrahi.                          |                       |  |                       |  |   |  |
| A.30 | Herc Rentals Inc.               | 1     | Rental accessories i.e., Fence, Work lights etc               | 7,370.60              |                           | Rental accessories i.e., Fence, Work lights etc               | 33,539.90             |                        | 5,521.25              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                                    | 5,682.50              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 5,006.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.31 | Hotel & travel                  | 1     |   | -                     |                           | Excess charges  | -                     |                        |                       |   |                       |  |                       | Unexplained excess charges for Travel and hotel expenses for Erik Millete (Crane operator) & Todd Hallam (Construction) from Riverview (825km)   | This was required due to a week-end pour to keep to the schedule. Without these people the pour would not have occurred. If crane operator would go home then we wouldn't have crane operator on site and productivity would be delayed and would affect critical path. Regarding Todd – his expenses get paid first through the project, but these will eventually get back charged to Gamma through a negative change order.  |  |
| A.32 | Imperial Parking Corp.          | 1     | Parking for employees and contractors                         | 2,433.50              |                           | Parking for employees and contractors                         | 2,483.50              |                        | 2,433.50              | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages. | 2,403.50              | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 2,433.50              | Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. If the parking garage was completed, employees and contractors could have parked at The One and project would not have incurred these costs. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |

|      |  |       | APRIL 2023   |                    | MARCH 2023             |  | FEBRUARY 2023      |                        | JANUARY 2023       |  | DECEMBER 2022      |  |   |   |   |
|------|--|-------|--|--------------------|------------------------|--|--------------------|------------------------|--------------------|--|--------------------|--|---|---|---|
| No   | Vendor name                              | Order | Supply of:   | Apr 2023 Amount \$ | JC Comments (Apr 2023) | Supply of:   | Mar 2023 Amount \$ | JC Comments (Mar 2023) | Feb 2023 Amount \$ | JC Comments (Feb 2023)   | Jan 2023 Amount \$ | JC Comments (Jan 2023)   | Dec 2022 Amount \$  | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |
| A.33 | Jane - Trip to Italy                     | 1     |  | -                  |                        |  | -                  |                        |                    |  | 246.98             | NOT APPROVED:<br>Who is Jane McGrath? How is this project related expense? This trip costs is completely personal and are not project related.   |   |   |   |
| A.34 | KMJ Industrial Contractors Inc.          | 1     | Supply manpower & equipment storage for Electrical Transformer | 964.60             |                        | Supply manpower & equipment storage for Electrical Transformer | 232.30             |                        |                    |  | 732.30             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   |   |   |   |
| A.35 | Live Patrol Inc.                         | 1     | Surveillance - CCTV  | 7,000.00           |                        | Surveillance - CCTV  | 6,100.00           |                        | 6,100.00           | NOT APPROVED:<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022. It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.  | 6,100.00           | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 6,100.00  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.36 | Livingston International                 | 1     | Delivery of goods for mock-up of Hotel suite                   | 182.70             |                        | Duty/Delivery of goods for mock-up of Hotel suite              | -                  |                        |                    |  | 834.81             | NOT APPROVED<br>This is for Hotel mock-up. As the budget for the hotel has not been approved, this expense is not approved. Unable to approve without a budget for the Andaz Model, requested since Mike Clarke's departure and not received to date. Consistent with the Altus Budget. Altus Report "...increased hotel & retail finishes budget (\$30,598,000). These items are risks to the budget....". Mark Kilfoyle comments from Jan 2023 that Altus no longer has a concern, as they stated in the meeting with you, and this comment will be removed but it still appears in Altus' risks to the budget | 191.95  | Andaz Hotel associated costs and budget approval remain outstanding as per Coco and confirmed by Altus in their monthly cost report. These costs should not be approved independently without Coco approval.  | This is an invoice for the build out of the mock suite for Hyatt necessary to approve the mock-up suite and get it into production asap to complete the fit out of the hotel as per the schedule.   |
| A.37 | Morrow Equipment Company, L.L.C          | 1     | Liebherr Crane rental and repair charges                       | 8,913.20           |                        | Liebherr Crane rental and repair charges                       | 139,272.50         |                        | 178,293.46         | NOT APPROVED<br>Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor  | 396,939.98         | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor  | 142,333.43  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.38 | Mr. Case Convenience                     | 1     |  | -                  |                        | Convenience store items  | 546.68             |                        |                    |  | 465.76             | Why is convenience store items being charged to the project?   |   |   |   |
| A.39 | Multitech Trades Corp                    | 1     | Power equipment rental   | 1,500.00           |                        | Power equipment rental   | 1,500.00           |                        | 1,500.00           | NOT APPROVED<br>Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 3,000.00           | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 1,500.00  | Morrow is included in the Altus' report as Hard Cost Construction and should be covered under Hard costs budget and not under recoverable costs as invoiced by Mizrahi. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Construction management fee will not apply as it is Hard Cost item. | Not clear if there is a question here. Please rephrase. There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.40 | My Construction Supply Corp.             | 1     | Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)          | 21,074.60          |                        | Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)          | -                  |                        |                    |  | 17,526.00          | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   |   |   |   |
| A.41 | Pay Duty (Toronto Police Service)        | 1     | Traffic management for oversize delivery                       | 5,796.00           |                        | Traffic management for oversize delivery                       | -                  |                        |                    |  | 828.00             | The project is delayed and senior lender has served with notice of default for failure to complete construction and close by Dec 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.   | 1,624.95  | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.42 | Pro Sling & Safety Inc.                  | 1     |  | -                  |                        | Miner Belt   | -                  |                        |                    |  | 127.50             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 477.78  | As project is delayed, these charges are being incurred. Had the project been completed on time, these would be avoidable costs and should therefore be recovered from the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.43 | Proline Hardware Ltd.                    | 1     | Hardware items   | 9,073.54           |                        | Hardware items   | 28,985.28          |                        | 15,506.55          | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi | 21,853.39          | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 16,422.90   | Costs are excessive and no accountability of material usage to the site. Invoices are not legible and the material consumption is not commensurate to the minimal work executed in December 2022. For e.g. 2 1/2" Deck screws 2,500 pcs has been charged at \$299, while they can be bought at Home Depot at \$56.87/1200 pcs   | This assertion regarding Home Depot may not be an apple to apple comparison. As someone would be required to pick up the orders at Home Depot, taking them off the site and increasing the hour charge to the Project. To have Home Depot deliver these items would significantly increase the cost. Additionally, we have centralized orders through Proline this is an industry practice for reduced overall costs. |
| A.44 | QLD Communications                       | 1     |  | -                  |                        | Two-way communication device and service                       | -                  |                        |                    |  | 8,105.52           | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor   | 1,656.38  | Charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. These are avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.45 |  | 1     |  | -                  |                        | Mailing service  | 27.45              |                        |                    |  |                    |  | 7.00  | Mail sent to BALDWIN SENNECKE HALMAN LLP who are a law firm. What is being sent to a law firm that is being charged to the project? What legal services are they providing to the Project?  | This \$7.00 invoice was incorrectly billed to the Project. It will be credited in the next billing cycle.   |
| A.46 | QMS Courier Services                     | 1     |  | -                  |                        | Credit for Dec 2022  |                    |                        |                    |  | -                  | 24,458.00  | Credit for charges in Dec 2022 for mail sent to BALDWIN SENNECKE HALMAN LLP |   |   |
| A.47 | QMS Courier Services R & D Architectural |       |  | 10,253.50          |                        |  |                    |                        |                    |  |                    |  |   |   |   |

|      |                                |       | APRIL 2023                        |                    |                        | MARCH 2023                        |                    |                        | FEBRUARY 2023      |   | JANUARY 2023       |  | DECEMBER 2022      |   |   |  |
|------|--------------------------------|-------|-----------------------------------|--------------------|------------------------|-----------------------------------|--------------------|------------------------|--------------------|---|--------------------|--|--------------------|---|---|--|
| No   | Vendor name                    | Order | Supply of:                        | Apr 2023 Amount \$ | JC Comments (Apr 2023) | Supply of:                        | Mar 2023 Amount \$ | JC Comments (Mar 2023) | Feb 2023 Amount \$ | JC Comments (Feb 2023)  | Jan 2023 Amount \$ | JC Comments (Jan 2023)   | Dec 2022 Amount \$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |  |
| A.48 | Safety First Consulting        | 1     | Safety training                   | 32,826.75          |                        | Safety training                   | 30,742.50          |                        | 36,174.20          | Includes Health and Safety services on nearly daily basis \$33k. More cost-effective solutions are not being explored by the contractor, Mizrahi.<br><br>Same as previous month - Mizrahi should be asked to obtain competitive quotes.   | 26,253.75          | Includes Health and Safety services on nearly daily basis \$26k. More cost-effective solutions<br><br>Same as previous month - Mizrahi should be asked to obtain competitive quotes.   | 45,574.44          | Costs are excessive. First aid and CPR training is only \$40-60 but \$150 is being charged to the project.<br>Health & Safety Services program training costing \$45K is being charged to the project and is excessive as compared to industry standards. Lack of cost control, as the training should be using internal resources and run through an established in-house training program.  | We cannot respond to a generic question. You make statements like these costs are excessive, but what basis do you have that these are excess to industry standards. What other projects do you have and provide details so we can compare and respond. Safety First is a top rate organization and industry leader providing services to a significant number of developers across the City. Safety is the cornerstone of this industry and of paramount importance. There is significant liability associated with in-house safety training and that would be contrary to good industry practice. |  |
| A.49 | Sam - Trip to Italy            | 1     |                                   | -                  |                        |                                   | -                  |                        |                    |   | 925.00             | NOT APPROVED:<br>Sam's trip costs are completely personal and are not project related.   |                    |   |   |  |
| A.50 | Sam - Trip to Italy            | 1     |                                   | -                  |                        |                                   | -                  |                        |                    |   | 29,195.46          | NOT APPROVED:<br>Sam's trip costs are completely personal and are not project related.   |                    |   |   |  |
| A.51 | SCAF-TECH INC.                 | 1     | Scaffolding overhead protection   | 3,576.00           |                        | Scaffolding overhead protection   | 22,537.00          |                        | 4,285.00           | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor   | 27,737.00          | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns. Mizrahi's response is unsubstantiated as to why these cannot be charged back to Contractor  | 11,523.00          | Overhead hoarding would have been avoidable costs had the project completed on time. Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns.   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.52 | Skyway Canada Limited          | 1     | Charges for Scaffolding installed | 24,478.00          |                        | Charges for Scaffolding installed | 2,110.00           |                        | 1,720.00           | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 1,290.00           | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 12,966.00          | Relates to scaffolding inspection for items rented which would not have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mizrahi Inc.  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.53 | Staples                        | 1     | Office supplies                   | 359.88             |                        | Office supplies                   | 714.21             |                        | 823.40             | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.  | 984.62             | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.   | 709.84             | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.  | All Project related costs are charged through to the Project. Your comment is not valid.  |  |
| A.54 | Stephenson's Rental Services   | 1     | Heater rental                     | 11,721.46          |                        | Heater rental                     | 28,832.14          |                        | 15,928.21          | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 9,636.45           | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   | 16,054.29          | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc.  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.55 | Sunbelt Rentals Of Canada Inc. | 1     |                                   | -                  |                        | Dewatering pump and hose          | 752.10             |                        | 462.30             | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.   | 462.30             | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022.  | 462.30             | Negotiation for rental rates not done correctly as it is high. Also it includes Rental Protection Plan \$60.30 for damage waiver insurance, which could be negotiated to be covered without any extra charges. Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc. | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.56 | Super safe                     | 1     |                                   | -                  |                        | Toilet rental                     | -                  |                        |                    |   |                    |  | 2,704.75           | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mizrahi Inc.  | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.57 | Super Save Fence Rentals Inc.  | 1     | Fence rental                      | 31.85              |                        | Fence rental                      | 31.85              |                        |                    |   | 234.10             | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi |                    |   |   |  |
| A.58 | Super Save Toilet Rentals Inc. | 1     | Toilet rental                     | 4,179.20           |                        | Toilet rental                     | 4,493.80           |                        | 4,771.18           | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  | 3,790.50           | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   |                    |   |   |  |
| A.59 | -                              | -     |                                   | -                  |                        |                                   | -                  |                        | 200.00             | Toronto Noise Exemption & Hard Hat - can be approved.   | 258.31             | Toronto Noise Exemption & Hard Hat - can be approved.  |                    |   |   |  |
| A.60 | The Fence People Ltd.          | 1     | Fencing                           | 1,356.00           |                        | Fencing                           | 2,987.00           |                        | 1,356.00           | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi  |                    |  | 2,712.00           | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |  |
| A.61 |                                |       |                                   |                    |                        | Mileage                           | -                  |                        | 11,873.27          | NOT APPROVED<br>Mark's response from Dec 2022 has not been implemented with no back-charges to Gamma. Coco has been asking to share all the contracts and change orders as the contract administration is absent. Further, there are significant expenses that should not be incurred, for example, airplane ticket cost to Hong Kong, China visit fees etc. These are not project related expense. | 176.93             | No negative change order has been placed on Gamma this month. Coco has been asking to share all the contracts and change orders as the contract administration is absent.  | 503.25             | Not approved as there is no direct relation to the project.<br>Trip to Riverview on Dec 14th and 15th - Mileage 825kms@\$0.61/km  | Regarding Todd – his expenses get paid first through the project, but these will eventually get back charged to Gamma through a negative change order.  |  |

|      |   |       | APRIL 2023                                     |                       | MARCH 2023   |   | FEBRUARY 2023         |  | JANUARY 2023          |  | DECEMBER 2022         |  |                       |   |   |
|------|---|-------|--|-----------------------|--|---|-----------------------|--|-----------------------|--|-----------------------|--|-----------------------|---|---|
| No   | Vendor name   | Order | Supply of:                                     | Apr 2023 Amount<br>\$ | JC Comments<br>(Apr 2023)  | Supply of:  | Mar 2023<br>Amount \$ | JC Comments (Mar 2023)   | Feb 2023 Amount<br>\$ | JC Comments (Feb 2023)   | Jan 2023 Amount<br>\$ | JC Comments (Jan 2023)   | Dec 2022 Amount<br>\$ | JC Comments (Dec 2022)  | Mark Kilfoyle comments (31st Jan 2023)  |
| A.62 | Toronto Hydro   | 1     | Rental for pump                                | 38.60                 |  | Rental for pump   | 34.99                 |  | 38.60                 | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                     | 36.32                 | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi       | 35.14                 | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.63 | Toshiba   | 1     | Office copier rental charges                   | 555.41                |  | Office copier rental charges  | -                     |  | 379.07                | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                       | 527.83                | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi         |                       |   |   |
| A.64 | TSCC 2208   | 1     |  | -                     |  |   | -                     |  | 65,000.00             | NOT APPROVED: The damage claim should be taken from insurance cover taken for the project and any shortfall to be recovered from the contractor, Mizrahi as it is the contractor's negligence causing the damage to the third party.   |                       |  |                       |   |   |
| A.65 | Turbo Concrete Cutting & Drilling Inc.  | 1     |  | -                     |  | Scanning for concrete works   | 2,800.00              |  | 2,125.00              | NOT APPROVED:<br>Engineering services are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi                 | 2,200.00              | NOT APPROVED:<br>Engineering services are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 1,075.00              | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns   | There are no grounds to charge back these costs to the GC. These costs are a Project cost.  |
| A.66 | Uline Canada Corp.  | 1     | Safety hats<br>Storage box and Office supplies | 2,720.70              |  | Safety hats<br>Storage box and Office supplies                          | 928.03                |  |                       |  | 228.63                | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi       | 58.31                 | ok  |   |
| A.67 | Unlimited Construction Innovations Inc.   | 1     |  | -                     |  | Design - Concrete pump, piping, layout                                  | -                     |  |                       |  | 1,250.00              | All Mizrahi costs as it is overhead/admin costs which is covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.   |                       |   |   |
| A.68 | Vipe  | 1     |  | -                     |  | Moved from GC to HC   | -                     |  |                       |  |                       |  | -                     | 45,000.00   |   |
| B    | For all invoices for the month, under Category (B)<br><b>NOT APPROVED:</b><br>Following items are not approved, please refer to comments for each item below: |       |  |                       |  |   |                       |  |                       |  |                       |  |                       |   |   |
| B.01 | Astley Gilbert Inc.   | 2     |  |                       |  | Site office - paint for 2 Bloor West (Not approved site office by Coco) | 200.00                | Site office & monthly storage costs was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc. Approval needs to come from Coco as 50% owners and not just the lenders. | 334.36                | NOT APPROVED: Site office & monthly storage costs was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc. Approval needs to come from Coco as 50% owners and not just the lenders. | 704.35                | Site office & monthly storage costs was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc. Approval needs to come from Coco as 50% owners and not just the lenders. | 1,400.26              | Site office was not approved from the on-set as there was alternate space available that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc. | The site office was approved including the senior lenders and the costs are to be paid by the Project. Please provide location of an alternative site, that was available to achieve the same result and efficiency, as we are unaware at the time. |
|      | Brandon Timins  | 1     | Food: \$209.06                                 | 209.06                | NOT APPROVED:<br>These are food & entertainment expenses that are not Project related costs and should be borne by the Contractor, Mizrahi.  |   |                       |  |                       |  |                       |  |                       |   |   |
| B.02 | Jane McGrath  | 2     |  | -                     |  |   | 343.39                | Refreshment supplies are not Project related expenses and is Contractor's cost.  | 143.93                | Refreshment supplies   |                       |  |                       |   |   |
| B.03 | Joe Wilson  | 2     |  | -                     |  |   | 658.62                | Relates to meals for staff are not Project related and is Contractor's cost.   |                       |  |                       |  |                       |   |   |
| B.04 | Jonathan Isenegger  | 2     |  | 456.28                | Costs to review off-site storage material, which could have been avoided if the construction schedule could have been met by the contractor, Mizrahi. This should be recharged to the contractor, Mizrahi. |   | 603.90                | Costs to review off-site storage material, which could have been avoided if the construction schedule could have been met by the contractor, Mizrahi. This should be recharged to the contractor, Mizrahi.   |                       |  |                       |  |                       |   |   |
| B.05 | Jonny   | 2     |  | -                     |  |   | 115.44                | Not approved as there are no details provided  |                       |  |                       |  |                       |   |   |
| B.06 | Procore   | 2     |  | -                     |  |   | 117,562.00            | This relates to construction management for which Mizrahi earns a management fee and should not be charged to the Project. This should be charged to the contractor, Mizrahi.  |                       |  |                       |  |                       |   |   |
|      |   |       | License for Construction management software   |                       |  | License for Construction management software                            |                       |  |                       |  |                       |  |                       |   |   |
| B.07 | Todd Hallam   | 1     | Travel to Hong Kong, Singapore & Guangzhou     | 12,803.01             | NOT APPROVED:<br>It is not demonstrated how travel costs claimed are related to the Project. Coco cannot approve these costs as it does not believe them to be Project related.                            |   |                       |  |                       |  |                       |  |                       |   |   |



| APRIL 2023                   |  |       |                             | MARCH 2023            |  |                              |                       | FEBRUARY 2023  |                       |  |                       | JANUARY 2023  |                       |  |  | DECEMBER 2022 |  |  |  |  |  |  |  |
|------------------------------|--|-------|-----------------------------|-----------------------|--|------------------------------|-----------------------|--|-----------------------|--|-----------------------|---|-----------------------|--|--|---------------|--|--|--|--|--|--|--|
| No                           | Vendor name  | Order | Supply of:                  | Apr 2023 Amount<br>\$ | JC Comments<br>(Apr 2023)  | Supply of:                   | Mar 2023 Amount<br>\$ | JC Comments (Mar 2023)   | Feb 2023 Amount<br>\$ | JC Comments (Feb 2023)   | Jan 2023 Amount<br>\$ | JC Comments (Jan 2023)  | Dec 2022 Amount<br>\$ | JC Comments (Dec 2022)   | Mark Kilfoyle comments (31st Jan 2023)   |               |  |  |  |  |  |  |  |
| B.08                         | Triovest   | 2     | Office rent & misc. charges | 37,501.03             | NOT APPROVED:<br>In continuation from previous months, Office Rent - Mar 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform. | Office rent & misc. charges  | 38,693.80             | NOT APPROVED:<br>In continuation from previous months, Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform. | 77,318.60             | NOT APPROVED:<br>In continuation from previous months, Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform. | 17.25                 | Same as earlier month. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform. | 38,849.07             | Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is avoidable had the project been completed on time by using existing space in the project. | There are no grounds to charge back these costs to the GC. These costs are a Project cost. |               |  |  |  |  |  |  |  |
| B.09                         | Viad Expense - Materials   | 2     |                             | -                     |  |                              | 312.61                | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi   | 178,293.46            |  |                       |   |                       |  |  |               |  |  |  |  |  |  |  |
| C                            | NOT APPROVED:<br>CM Fee is charged 5% is higher than allowed in the Arbitration Award.<br>According to the Arbitration Award in Nov 2019, clause 8 reads as "The Construction Management Fee of 5% of the ard construction costs, currently estimated at approximately \$560 million, will be reduced to 3.5%, of which 1.5% will continue to be paid to Mike Clark, and the remaining <b>2% will be paid to MI</b> in respect of its ongoing, but reduced, construction management duties." |       |                             |                       |  |                              |                       |  |                       |  |                       |   |                       |  |  |               |  |  |  |  |  |  |  |
| C.01                         | CM Fee   | 2     |                             | 33,874.57             |  |                              | 56,182.70             | NOT APPROVED:<br>The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.  | 41,075.57             | NOT APPROVED:<br>The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.  | 38,128.16             | NOT APPROVED:<br>The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.       |                       |  |  |               |  |  |  |  |  |  |  |
| SUB-TOTAL                    |  |       |                             | 711,365.93            |  | SUB-TOTAL                    | 1,179,836.73          |  | 1,040,880.44          |  | 776,240.00            |   | 621,796.90            |  |  |               |  |  |  |  |  |  |  |
| HST                          |  |       |                             | 92,477.60             |  | HST                          | 153,378.77            |  | 112,136.31            |  | 100,911.20            |   | 80,833.60             |  |  |               |  |  |  |  |  |  |  |
| GRAND TOTAL (as per invoice) |  |       |                             | 803,843.53            |  | GRAND TOTAL (as per invoice) | 1,333,215.50          |  | 1,153,016.75          |  | 877,151.20            |   | 702,630.50            |  |  |               |  |  |  |  |  |  |  |



MIZRAHI INC.

ANNEXURE 2 - HARD CONSTRUCTION COSTS BREAKDOWN & CONTRACTS ON FILE WITH COCO

Date: 22nd February 2023

| DIVISION                   | Category                   | BUDGET                                   |            |                                 | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT SUM         |                  |                    |                    |                                |
|----------------------------|----------------------------|--|------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
|                            |                            | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE   | ALTUSGROUP<br>CURRENT<br>BUDGET |                                     | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
| DIVISION1                  | GENERALREQUIREMENTS        | 82,491,497                               | 32,665,978 | 115,157,475                     |                                     | 9,961,454            | 1,949,437        | 81,450,551         | 93,361,442         | -                              |
| DIVISION2                  | SITEWORK                   | 37,264,886                               | 3,488,235  | 40,753,121                      |                                     | 34,329,637           | 3,533,690        | 2,774,793          | 40,638,120         | 27,530,800                     |
| DIVISION3                  | CONCRETE                   | 100,217,570                              | 29,202     | 100,246,772                     |                                     | 80,910,796           | 7,205            | 16,828,771         | 97,746,772         | 11,969,793                     |
| DIVISION4                  | MASONRY                    | 5,094,206                                | -          | 5,094,206                       |                                     | 5,963,178            | 777,518          | -                  | 5,185,660          | -                              |
| DIVISION5                  | METALS                     | 38,924,484                               | 206,240    | 38,718,244                      |                                     | 35,349,259           | 1,505,051        | 263,934            | 37,118,244         | 32,984,139                     |
| DIVISION6                  | CARPENTRY                  | 23,199,058                               | -          | 23,199,058                      |                                     | -                    | -                | 110,000            | 110,000            | -                              |
| DIVISION7                  | THERMAL/MOISTUREPROTECTION | 6,146,569                                | 35,879     | 6,182,448                       |                                     | 3,840,650            | 70,670           | -                  | 3,911,320          | 904,450                        |
| DIVISION8                  | DOORS&WINDOWS              | 106,651,304                              | 99,082     | 106,552,222                     |                                     | 95,072,822           | 2,296,281        | 8,303,426          | 105,672,529        | 102,562,188                    |
| DIVISION9                  | FINISHES                   | 41,091,263                               | -          | 41,091,263                      |                                     | 930,220              | 187,204          | 4,590              | 1,122,014          | -                              |
| DIVISION10                 | SPECIALTIES                | 2,603,590                                | -          | 2,603,590                       |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION11                 | EQUIPMENT                  | 10,179,982                               | 4,800      | 10,184,782                      |                                     | 4,387,980            | 523,570          | -                  | 4,911,550          | -                              |
| DIVISION12                 | FURNISHINGS                | -  | -          | -                               |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION13                 | SPECIALCONSTRUCTION        | -  | -          | -                               |                                     | -                    | -                | -                  | -                  | -                              |
| DIVISION14                 | CONVEYINGSYSTEMS           | 28,509,323                               | 1,410,367  | 29,919,690                      |                                     | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| DIVISION15                 | MECHANICAL                 | 36,545,613                               | 746,693    | 37,292,306                      |                                     | 19,790,000           | 1,825,351        | 53,250             | 21,668,601         | 19,790,000                     |
| DIVISION16                 | ELECTRICAL                 | 18,391,058                               | 269,367    | 18,660,425                      |                                     | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| HARDCONSTRUCTION SUB TOTAL |                            | 537,310,403                              | 38,345,199 | 575,655,602                     |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|                            |                            |  |            |                                 |                                     | 13,805,720           |                  | 100%               |                    |                                |

| DIVISION1                                | GENERALREQUIREMENTS |            |            |             |                            |           |           |            |            |   |
|--|---------------------|------------|------------|-------------|----------------------------|-----------|-----------|------------|------------|---|
| General Requirements                     |                     | 70,567,060 | 32,615,978 | 103,183,038 | -                          | -         | -         | 81,387,005 | 81,387,005 |   |
| Crash Deck                               |                     | 0          | 0          | -           | -                          | -         | -         | -          | -          |   |
| Tower Crane                              |                     | 6,370,354  | 0          | 6,370,354   | Morrow+Cornell+WhiskeyJack | 6,370,354 | -         | -          | 6,370,354  |   |
| Municipal Service Works                  |                     | 1,237,178  | 0          | 1,237,178   | VipeConstructionLimited    | 1,062,100 | 161,532   | 63,546     | 1,287,178  |   |
| Atlantic Lifts                           |                     | 29,000     | 0          | 29,000      | AtlanticLifts              | 29,000    | -         | -          | 29,000     |   |
| Rail Climbing System (Breakout from GC ) |                     | 4,287,905  | 0          | 4,287,905   | RailClimbingSystem(RCS)    | 2,500,000 | 1,787,905 | -          | 4,287,905  |   |
| DIVISION1 TOTAL                          |                     | 82,491,497 | 32,615,978 | 115,107,475 | -                          | 9,961,454 | 1,949,437 | 81,450,551 | 93,361,442 | - |

| DIVISION2                  | SITE WORK |            |           |            |                                  |            |           |           |            |            |
|----------------------------|-----------|------------|-----------|------------|----------------------------------|------------|-----------|-----------|------------|------------|
| Soil Remediation           |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Excavation                 |           | 4,789,800  | -         | 4,789,800  | Michael Bros.(ExecutedContract)  | 4,789,800  | -         | -         | 4,789,800  |            |
| Miscellaneous Excavation   |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Shoring/Caissons           |           | 27,690,856 | -         | 27,690,856 | Anchor(ExecutedContract)         | 27,383,850 | -         | 307,006   | 27,690,856 | 27,383,850 |
| Dewatering                 |           | -          | -         | -          | Includedindivision1              | -          | -         | -         | -          |            |
| Landscaping                |           | 2,476,338  | -         | 2,476,338  | RoyalBedrock(outstanding)        | -          | 8,550     | 2,467,787 | 2,476,337  |            |
| Landscaping Retail Terrace |           | 1,991,942  | 3,488,235 | 5,480,177  | AldershotLandscaping/UCCGroup(Ou | 2,009,037  | 3,471,140 | -         | 5,480,177  |            |
| Landscaping Tower Terraces |           | Incl.above | -         | Incl.above |                                  | -          | -         | -         | -          |            |
| GranularSupply             |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |
| Fountains                  |           | -          | -         | -          |                                  | -          | -         | -         | -          |            |

| DIVISION                          | Category        | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE         | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES  | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|-----------------------------------|-----------------|--|------------------|---------------------------------|--------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| Curbs,Walks&Stairs                |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| MunicipalCurbs                    |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| AsphaltPaving                     |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| UnderslabDrainageandSOG           |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| Demolition                        |                 | 115,000                                  | -                | 115,000                         | AllowanceforDundonald                | -                    | -                | -                  | -                  |                                |
| VerticalDrainageBoard             |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| Fences                            |                 | -  | -                | -                               |                                      | -                    | -                | -                  | -                  |                                |
| MechanicalUndergroundServices     |                 | 200,950                                  | -                | 200,950                         | ProDrain(ExecutedContract)           | 146,950              | 54,000           | -                  | 200,950            | 146,950                        |
| <b>DIVISION2 TOTAL</b>            |                 | <b>37,264,886</b>                        | <b>3,488,235</b> | <b>40,753,121</b>               |                                      | <b>34,329,637</b>    | <b>3,533,690</b> | <b>2,774,793</b>   | <b>40,638,120</b>  | <b>27,530,800</b>              |
|                                   |                 |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| <b>DIVISION3</b>                  | <b>CONCRETE</b> |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| Formwork(FoundationtoGround)      |                 | 11,729,017                               | -                | 11,729,017                      | Hardwall(ExecutedContract)           | 11,969,793           | - 240,776        | -                  | 11,729,017         | 11,969,793                     |
| Formwork(Level1Mto18)             |                 | 24,469,875                               | -                | 24,469,875                      | Hardwall(UnexecutedContract/Invoice) | 24,251,096           | 247,981          | -                  | 24,499,077         |                                |
| Formwork(Level19toTOH)            |                 | 31,446,395                               | -                | 31,446,395                      | Hardwall(UnexecutedContract/CM)      | 31,446,395           | -                | -                  | 31,446,395         |                                |
| Rebar Supply                      |                 | 15,195,742                               | -                | 15,195,742                      | Salit                                | 6,336,068            | -                | 8,859,674          | 15,195,742         |                                |
| Rebar Labour                      |                 | Incl.infrm                               | -                | Incl.infrm                      | Includedinformwork                   |                      | -                | -                  | -                  |                                |
| RebarAccessories                  |                 | Incl.inrebar                             | -                | Incl.inrebar                    | Includedinrebar                      |                      | -                | -                  | -                  |                                |
| ConcreteAccessories               |                 | -  | -                | -                               | IncludedinDivision1                  |                      | -                | -                  | -                  |                                |
| ConcreteCuttingandCoring          |                 | -  | -                | -                               |                                      |                      | -                | -                  | -                  |                                |
| ConcreteSupply                    |                 | 14,876,541                               | -                | 14,876,541                      | Innocon                              | 6,907,444            | -                | 7,969,097          | 14,876,541         |                                |
| ConcretePouringLabour             |                 | Incl.infrm                               | -                | Incl.infrm                      | Includedinformwork                   |                      | -                | -                  | -                  |                                |
| ConcreteFinishing/Levelling       |                 | 2,500,000                                | -                | 2,500,000                       | Allowanceforresidentialfloors        |                      | -                | -                  | -                  |                                |
| PumpedConcreteRental              |                 | -  | -                | -                               |                                      |                      | -                | -                  | -                  |                                |
| PrecastStairs                     |                 | Incl.informwork                          | -                | Incl.informwork                 |                                      |                      | -                | -                  | -                  |                                |
| Couplers                          |                 | Included                                 | -                | Included                        |                                      |                      | -                | -                  | -                  |                                |
| SoundAttenuationWall              |                 | Included                                 | -                | Included                        |                                      |                      | -                | -                  | -                  |                                |
| <b>DIVISION3 TOTAL</b>            |                 | <b>100,217,570</b>                       | <b>-</b>         | <b>100,217,570</b>              |                                      | <b>80,910,796</b>    | <b>7,205</b>     | <b>16,828,771</b>  | <b>97,746,772</b>  | <b>11,969,793</b>              |
|                                   |                 |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| <b>DIVISION4</b>                  | <b>MASONRY</b>  |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| Masonry                           |                 | Incl.below                               | 1,550,178        | 1,550,178                       | BlockwallMasonry(outstanding)        | 1,550,178            | -                | -                  | 1,550,178          |                                |
| MasonryBlock                      |                 | 2,797,000                                | - 1,550,178      | 1,246,822                       | Limen(Terminated)                    | 2,783,000            | - 1,536,178      | -                  | 1,246,822          |                                |
| HeritageRetention                 |                 | 2,297,206                                | -                | 2,297,206                       | Clifford(AsperInvoice)               | 1,630,000            | 758,660          | -                  | 2,388,660          |                                |
| ArchitecturalBlock                |                 | Incl.above                               | -                | Incl.above                      | -                                    | -                    | -                | -                  | -                  |                                |
| Stone                             |                 | Incl.above                               | -                | Incl.above                      | -                                    | -                    | -                | -                  | -                  |                                |
| <b>DIVISION4</b>                  | <b>TOTAL</b>    | <b>5,094,206</b>                         | <b>-</b>         | <b>5,094,206</b>                | <b>0</b>                             | <b>5,963,178</b>     | <b>- 777,518</b> | <b>-</b>           | <b>5,185,660</b>   | <b>-</b>                       |
|                                   |                 |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| <b>DIVISION5</b>                  | <b>METALS</b>   |  |                  |                                 |                                      |                      |                  |                    |                    |                                |
| StructuralSteel(SupplyandInstall) |                 | 22,508,995                               | -                | 22,508,995                      | Walters(ExecutedbyTrade)             | 22,286,287           | 222,708          | -                  | 22,508,995         | 22,286,687                     |
| StructuralSteel(SupplyandInstall) |                 | 11,828,720                               | -                | 11,828,720                      | Walters(ExecutedbyTrade)             | 10,697,452           | 867,334          | 263,934            | 11,828,720         | 10,697,452                     |
| SteelDeck LabourandMaterials      |                 | Included                                 | -                | Included                        | -                                    | -                    | -                | -                  | -                  |                                |
| MetalFabrications                 |                 | 2,986,769                                | -                | 2,986,769                       | Cult(LOI)                            | 2,365,520            | 415,009          | -                  | 2,780,529          |                                |
| FeatureStairs                     |                 | 1,600,000                                | -                | 1,600,000                       | -                                    | -                    | -                | -                  | -                  |                                |
| Canopies                          |                 | -  | -                | -                               | IncludedinGamma                      | -                    | -                | -                  | -                  |                                |

| DIVISION                              | Category                   | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------------------|----------------------------|--|----------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| BalconyrailingandScreens              |                            | -  | -        | -                               | IncludedinGamma                     | -                    | -                | -                  | -                  |                                |
| DIVISION5                             | TOTAL                      | 38,924,484                               | -        | 38,924,484                      | 0                                   | 35,349,259           | 1,505,051        | 263,934            | 37,118,244         | 32,984,139                     |
| DIVISION6                             | CARPENTRY                  | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RoughCarpentry                        |                            | -  | -        | -                               | Includedinfinishcarpentry           | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoSuites                | 16,209,953                               | -        | 16,209,953                      | Vipe/Mar-Tec                        | -                    | -                | 110,000            | 110,000            |                                |
| FinishCarpentry                       | HotelSuites                | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | CondoCommon                | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | Retail                     | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| FinishCarpentry                       | HotelCommon                | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| BathroomCabinets                      | Hotel                      | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| KitchenandBathroomCabinets            |                            | 6,989,105                                | -        | 6,989,105                       | -                                   | -                    | -                | -                  | -                  |                                |
| SlidingClosetDoorsandShelves          |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| CustomMillwork                        |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION6                             | TOTAL                      | 23,199,058                               | -        | 23,199,058                      | 0                                   | -                    | -                | 110,000            | 110,000            | -                              |
| DIVISION7                             | THERMAL/MOISTUREPROTECTION |  |          |                                 |                                     |                      |                  |                    |                    |                                |
| Waterproofing                         |                            | 928,501                                  | -        | 928,501                         | Bothwell(ExecutedContract)          | 904,450              | 24,051           | -                  | 928,501            | 904,450                        |
| Foundationwaterproofing               |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Insulation                            |                            | -  | -        | -                               | Incl.inFoamInsulation               | -                    | -                | -                  | -                  |                                |
| Fireproofing                          |                            | 1,270,179                                | -        | 1,270,179                       | UniqueSpace                         | 73,900               | -                | -                  | 73,900             |                                |
| Fireproofing                          |                            | 264,340                                  | -        | 264,340                         | FJConstruction                      | 264,340              | -                | -                  | 264,340            |                                |
| SidingPanels                          |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| MetalPanels Interior                  |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| Soffits                               |                            | Incl.above                               | -        | Incl.above                      | Includedinroofing                   | -                    | -                | -                  | -                  |                                |
| MembraneRoofing                       |                            | 2,091,943                                | 30,779   | 2,122,723                       | Bothwell(AsperTenderSummary)        | 2,081,204            | 41,519           | -                  | 2,122,723          |                                |
| TrafficTopping                        |                            | 434,016                                  | 5,100    | 439,116                         | OnFloorSolutions(Outstanding)       | 434,016              | 5,100            | -                  | 439,116            |                                |
| Firestopping                          |                            | Included                                 | -        | Included                        | Includedinfireproofing              | -                    | -                | -                  | -                  |                                |
| Caulking&Sealants                     |                            | 1,157,590                                | -        | 1,157,590                       | POP s(ExecutedLOI)                  | 82,740               | -                | -                  | 82,740             |                                |
| FoamInsulation                        |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION7                             | TOTAL                      | 6,146,569                                | 35,879   | 6,182,449                       |                                     | 3,840,650            | 70,670           | -                  | 3,911,320          | 904,450                        |
| DIVISION8                             | DOORS&WINDOWS              |  |          |                                 |                                     |                      |                  |                    |                    |                                |
| HollowMetalDoors&Frames               |                            | 249,598                                  | -        | 249,598                         | GageAluminum&Glass                  | 230,000              | 19,598           | -                  | 249,598            |                                |
| HollowMetalDoors&Frames(RetailSupply) |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| InteriorGlazing                       |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| GarageOverheadDoors                   |                            | 126,376                                  | -        | 126,376                         | -                                   | -                    | -                | -                  | -                  |                                |
| AluminiumWindows                      |                            | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| RevolvingDoors                        |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| StructuralGlass                       |                            | 14,701,596                               | 32,061   | 14,733,657                      | Seele(ExecutedContract)             | 12,398,103           | 2,254,090        | 49,403             | 14,701,596         | 12,983,154                     |
| PodiumCurtainWall                     |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| PenthouseEnclosures                   |                            | Incl.inbelow                             | -        | Incl.inbelow                    | Includedintowercurtainwall          | -                    | 129,105          | 8,119,816          | 8,248,921          |                                |
| TowerCurtainWall                      |                            | 89,460,761                               | - 63,204 | 89,397,558                      | Gamma(ExecutedContract)/Riversid    | 81,330,113           | - 273,109        | 91,632             | 81,148,636         | 89,579,034                     |

| DIVISION                 | Category     | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|--------------------------|--------------|--|----------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| Hardware                 |              | 2,112,972                                | - 67,940 | 2,045,032                       | Guardtek                            | 1,114,606            | 166,597          | 42,575             | 1,323,778          |                                |
| Hardware Retail          |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| MegaColumnCladding       |              | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| Louvres                  |              | Incl.inabove                             | -        | Incl.inabove                    | Includedintowercurtainwall          | -                    | -                | -                  | -                  |                                |
| ShowerDoors              |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| SkylightSystems          |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION8                | TOTAL        | 106,651,303                              | - 99,083 | 106,552,221                     |                                     | 95,072,822           | 2,296,281        | 8,303,426          | 105,672,529        | 102,562,188                    |
| DIVISION9                | FINISHES     |  |          |                                 |                                     |                      |                  |                    |                    |                                |
| Stucco                   |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Drywall                  | Residential  | 14,315,816                               | -        | 14,315,816                      | UnitedDrywall(ContractOutstanding   | 707,220              | 148,904          | -                  | 856,124            |                                |
| Drywall                  | Hotel        | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Drywall                  | Retail       | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Tile                     | CondoSuites  | 9,484,085                                | -        | 9,484,085                       | -                                   | -                    | -                | -                  | -                  |                                |
| Tile                     | HotelSuites  | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Tile                     | CondoCommon  | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Tile                     | HotelCommon  | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Tile                     | RetailCommon | Incl.above                               | -        | Incl.above                      | -                                   | -                    | -                | -                  | -                  |                                |
| Countertops              |              | 5,655,583                                | -        | 5,655,583                       | -                                   | -                    | -                | -                  | -                  |                                |
| WoodFlooring             |              | 5,930,667                                | -        | 5,930,667                       | -                                   | -                    | -                | -                  | -                  |                                |
| Carpet                   |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Painting                 |              | 2,705,112                                | -        | 2,705,112                       | 2218840OntarioInc.(ContractOutsta   | 223,000              | 38,300           | 4,590              | 265,890            |                                |
| SpecialFinishes          |              | -  | -        | -                               | Includedinpainting                  | -                    | -                | -                  | -                  |                                |
| FinalClean               |              | 3,000,000                                | -        | 3,000,000                       | -                                   | -                    | -                | -                  | -                  |                                |
| WallPaper                |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION9                | TOTAL        | 41,091,263                               | -        | 41,091,263                      | 0                                   | 930,220              | 187,204          | 4,590              | 1,122,014          | -                              |
| DIVISION10               | SPECIALTIES  |  |          |                                 |                                     |                      |                  |                    |                    |                                |
| ToiletPartitions         |              | 8,400                                    | -        | 8,400                           | -                                   | -                    | -                | -                  | -                  |                                |
| Louvres                  |              | -  | -        | -                               | IncludedinGamma                     | -                    | -                | -                  | -                  |                                |
| OutdoorKitchens          |              | 100,000                                  | -        | 100,000                         | -                                   | -                    | -                | -                  | -                  |                                |
| Fireplaces               |              | 500,000                                  | -        | 500,000                         | Allowanceforupperfloorfireplaces    | -                    | -                | -                  | -                  |                                |
| SpecialtyPartitions      |              | -  | -        | -                               | -                                   | -                    | -                | -                  | -                  |                                |
| Mirrors                  |              | 61,700                                   | -        | 61,700                          | -                                   | -                    | -                | -                  | -                  |                                |
| LoadingDockEquipment     |              | 70,000                                   | -        | 70,000                          | -                                   | -                    | -                | -                  | -                  |                                |
| MetalLockers             |              | 349,200                                  | -        | 349,200                         | -                                   | -                    | -                | -                  | -                  |                                |
| BicycleRacks             |              | 240,698                                  | -        | 240,698                         | -                                   | -                    | -                | -                  | -                  |                                |
| ToiletandBathAccessories |              | 1,141,992                                | -        | 1,141,992                       | -                                   | -                    | -                | -                  | -                  |                                |
| MailBoxes                |              | 41,600                                   | -        | 41,600                          | -                                   | -                    | -                | -                  | -                  |                                |
| Pedimat                  |              | 90,000                                   | -        | 90,000                          | -                                   | -                    | -                | -                  | -                  |                                |
| DIVISION10               | TOTAL        | 2,603,590                                | -        | 2,603,590                       | 0                                   | -                    | -                | -                  | -                  | -                              |

| DIVISION                  | Category                   | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE       | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES   | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|---------------------------|----------------------------|--|----------------|---------------------------------|---------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| <b>DIVISION11</b>         | <b>EQUIPMENT</b>           |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| WindowWashingSystems      |                            | 1,623,460                                | -              | 1,623,460                       | Tractel(ExecutedContract)             | 1,363,800            | 264,460          | -                  | 1,628,260          |                                |
| HotelKitchenEquipment     |                            | 150,000                                  | -              | 150,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| Appliances                |                            | 4,448,232                                | -              | 4,448,232                       | -                                     | -                    | -                | -                  | -                  |                                |
| GarbageCompactor&bins     |                            | 350,000                                  | -              | 350,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| ParkingStackers           |                            | 1,623,460                                | -              | 1,623,460                       | Klaus(ExecutedContract)               | 1,364,350            | 259,110          | -                  | 1,623,460          |                                |
| Pools                     |                            | 1,659,830                                | -              | 1,659,830                       | ServicePlus(AsperTenderSummary)       | 1,659,830            | -                | -                  | 1,659,830          |                                |
| FloatingFloors            |                            | 325,000                                  | -              | 325,000                         | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION11</b>         | <b>TOTAL</b>               | <b>10,179,982</b>                        | <b>-</b>       | <b>10,179,982</b>               | <b>0</b>                              | <b>4,387,980</b>     | <b>523,570</b>   | <b>-</b>           | <b>4,911,550</b>   | <b>-</b>                       |
| <b>DIVISION12</b>         | <b>FURNISHINGS</b>         |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| WindowCoverings           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| GymRoomEquipment          |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| RestaurantLooseFurniture  |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION12</b>         | <b>TOTAL</b>               | <b>-</b>                                 | <b>-</b>       | <b>-</b>                        | <b>0</b>                              | <b>-</b>             | <b>-</b>         | <b>-</b>           | <b>-</b>           | <b>-</b>                       |
| <b>DIVISION13</b>         | <b>SPECIALCONSTRUCTION</b> |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| DynamicDamperAllowance    |                            | -  | -              | -                               | IncludedinWalters                     | -                    | -                | -                  | -                  |                                |
| SaunasandHotTub           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION13</b>         | <b>TOTAL</b>               | <b>-</b>                                 | <b>-</b>       | <b>-</b>                        | <b>0</b>                              | <b>-</b>             | <b>-</b>         | <b>-</b>           | <b>-</b>           | <b>-</b>                       |
| <b>DIVISION14</b>         | <b>CONVEYINGSYSTEMS</b>    |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| CondoElevators            |                            | 28,509,323                               | -              | 28,509,323                      | Otis(ExecutedContract)                | 27,900,000           | 2,019,690        | -                  | 29,919,690         | 27,900,000                     |
| HotelElevators            |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| RetailElevators           |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| JumpLifts                 |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| Hoists                    |                            | Inclabove                                | -              | Inclabove                       | Includedabove                         | -                    | -                | -                  | -                  |                                |
| <b>DIVISION14</b>         | <b>TOTAL</b>               | <b>28,509,323</b>                        | <b>-</b>       | <b>28,509,323</b>               | <b>0</b>                              | <b>27,900,000</b>    | <b>2,019,690</b> | <b>-</b>           | <b>29,919,690</b>  | <b>27,900,000</b>              |
| <b>DIVISION15</b>         | <b>MECHANICAL</b>          |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| Plumbing,Fire             | ProtectionandControls      | 20,868,658                               | 221,812        | 21,090,470                      | ModernNiagara(ExecutedContract)       | 19,790,000           | 1,825,351        | -                  | 21,615,351         | 19,790,000                     |
| FireProtection            |                            | 100,000                                  | -              | 100,000                         | DisanoSprinklerDesignFee              | -                    | -                | 53,250             | 53,250             |                                |
| HVAC/High                 | RiseMechanical             | 15,576,955                               | -              | 15,576,955                      | -                                     | -                    | -                | -                  | -                  |                                |
| Controls                  |                            | Incl.in1500                              | -              | Incl.in1500                     | -                                     | -                    | -                | -                  | -                  |                                |
|                           |                            | -  | -              | -                               | -                                     | -                    | -                | -                  | -                  |                                |
| <b>DIVISION15</b>         | <b>TOTAL</b>               | <b>36,545,613</b>                        | <b>221,812</b> | <b>36,767,425</b>               | <b>0</b>                              | <b>19,790,000</b>    | <b>1,825,351</b> | <b>53,250</b>      | <b>21,668,601</b>  | <b>19,790,000</b>              |
| <b>DIVISION16</b>         | <b>ELECTRICAL</b>          |  |                |                                 |                                       |                      |                  |                    |                    |                                |
| Electrical                |                            | 15,044,564                               | 253,959        | 15,298,523                      | Ozz(ExecutedContract)                 | 14,648,842           | 665,089          | -                  | 15,313,931         | 18,924,782                     |
| Electrical                |                            | - 1,405,482                              | -              | 1,405,482                       | Credit for cash allowances carried in | -                    | -                | -                  | -                  |                                |
| LightFixtures             |                            | 4,402,976                                | -              | 4,402,976                       | Ozz (Executed Contract)               | 4,402,976            | -                | -                  | 4,402,976          |                                |
| SecurityAlarmSystem       |                            | 349,000                                  | -              | 349,000                         | Guardtek (Award Recommendation)       | 349,000              | -                | -                  | 349,000            |                                |
| ExternalLightingAllowance |                            | Included                                 | -              | Included                        | Included in electrical                | -                    | -                | -                  | -                  |                                |

| DIVISION     | Category | ALTUS GROUP<br>PREV. (REP. 36)<br>BUDGET | VARIANCE   | ALTUSGROUP<br>CURRENT<br>BUDGET | TRADE DETAILS<br>COMMENTS AND NOTES | CONTRACT /<br>QUOTES | CHANGE<br>ORDERS | PURCHASE<br>ORDERS | TOTAL<br>COMMITTED | CONTRACTS ON<br>FILE WITH COCO |
|--------------|----------|--|------------|---------------------------------|-------------------------------------|----------------------|------------------|--------------------|--------------------|--------------------------------|
| SiteServices |          | Included                                 | -          | Included                        | Included in electrical              | -                    | -                | -                  | -                  |                                |
| DIVISION16   | TOTAL    | 18,391,058                               | 253,959    | 18,645,017                      | 0                                   | 19,400,818           | 665,089          | -                  | 20,065,907         | 18,924,782                     |
| GRAND TOTAL  |          | 537,310,402                              | 36,516,780 | 573,827,184                     |                                     | 337,836,814          | 13,805,720       | 109,789,315        | 461,431,849        | 242,566,152                    |
|              |          | -  | 1 -        | 1,828,419 -                     | 1,828,418                           | -                    | -                | -                  | -                  |                                |

**From:** Danny Chotrani  
**Sent:** February 6, 2023 1:42 PM  
**To:** Mark Kilfoyle <[mark@mizrahidevelopments.ca](mailto:mark@mizrahidevelopments.ca)>  
**Cc:** Jenny Coco <[JCoco@cocogroup.com](mailto:JCoco@cocogroup.com)>; Rocky Coco <[Rcoco@cocogroup.com](mailto:Rcoco@cocogroup.com)>; Wes Diong <[wdiong@cocogroup.com](mailto:wdiong@cocogroup.com)>; The One <[theone@cocogroup.com](mailto:theone@cocogroup.com)>  
**Subject:** RE: Agreement to sell Hotel

Mark,

Thank-you for sending the agreements with the agents that Mizrahi has purported to engage without Jenny's knowledge or involvement. Your last-minute request that Jenny immediately execute the wire payments to the agents is entirely unacceptable in these circumstances.

While the sale of the Hotel component may be in the best interest of the Project and Jenny wishes to support and facilitate that process, it is important that the Coco parties are properly engaged in this significant decision by setting up / launching the process, but also that they need to remain fully involved in the process as it unfolds including but not limited to participating in all communications between the agent (or consultant) and Mizrahi / the company and receiving concurrently with Mizrahi / the company copies of all expressions of interest / bids, being involved in the financial due diligence process and be party to information to be shared in a timely manner that is necessary to make strategic decisions that is best for the project & its stakeholders.

Before approving the wire payments to the proposed agents, the Coco parties wish to meet with various agents to discuss their expertise in this area, review detailed terms of engagement, the proposed fee structure, and the sale process. To be clear, the Coco parties need to be satisfied about the integrity and bona fides of the sale process. Furthermore, the Coco parties require that they remain involved in the process from the onset, such that Coco engage with the (Consultant) Purchaser/Purchaser's agents, review all agreements including review of financial due diligence, and offers to purchase the Hotel before an Agreement of Purchase and Sale is finalized. Given the significance of the Hotel sale, there should be no issue with the Coco parties being involved in facilitating the sale process.

The Coco parties will not be a position where there is undue pressure to execute a payment on the threat of breaching an agreement in which they had no involvement.

Please let me know when Jenny and Rocky and I can meet with yourself and Sam and develop a plan to evaluate the sale of the Hotel component, including the selection of the proposed agents.

Regards,  
Danny Chotrani

**From:** Mark Kilfoyle <[mark@mizrahidevelopments.ca](mailto:mark@mizrahidevelopments.ca)>  
**Sent:** February 2, 2023 6:32 PM  
**To:** Danny Chotrani <[dchotrani@cocogroup.com](mailto:dchotrani@cocogroup.com)>; Wes Diong <[wdiong@cocogroup.com](mailto:wdiong@cocogroup.com)>  
**Cc:** The One <[theone@cocogroup.com](mailto:theone@cocogroup.com)>  
**Subject:** Agreement to sell Hotel

Hi Danny and Wes,

Please find enclosed the fee agreement and invoices that need to be processed immediately for the agents who are selling the Hotel. This is as per the Financing Agreement with Meritz. Please have Jenny sign the wires and I will have IGIS approve the early payments. As you note in the agreements they need to be paid within 3 days of signing the agreement.

Best regards  
Mark





Mizrahi Commercial (The One) GP Inc.  
June 2023 Month End  
Payment Listing

|   |                 |                 |                 | (A)              | (B)  | (C)                               | (D)   | (E=B+C+D)                | [F=A-E]                      | (G)   | (H=F-G)  |
|---|-----------------|-----------------|-----------------|------------------|--|-----------------------------------|---|--------------------------|------------------------------|---|--|
|   |                 |                 |                 | Gross Invoices   | Less: Clawback of<br>excess paid to<br>Mizrahi | Less: Advertising &<br>Promotions | Less: Not approved<br>and payment<br>withheld | Total amount<br>withheld | Net payment for<br>the month | Invoices paid with<br>only Mizrahi<br>approval & released<br>by IGIS/Hana | Net payment at end of<br>this month<br>[30 Jun 23] |
|   | GC              | Sub-trade       | Soft costs      |                  |  |                                   |   |                          |                              |   |  |
| Amount of Cheques                               | -               | -               | 2,521,030.88    | 2,521,030.88     | 37,666.67                                      | 64,177.20                         | 158,247.37                                    | 260,091.24               | 2,260,939.64                 | -   | 2,260,939.64                                       |
| Amount of Wires & Transfers                     | 3,306,963.86    | 7,501,166.88    | 419,747.47      | 11,227,878.21    | 3,623,068.66                                   | -                                 |   | 3,623,068.66             | 7,604,809.55                 | -   | 7,604,809.55                                       |
| Sub-total - To be paid from KEB Hana Bank       | 3,306,963.86    | 7,501,166.88    | 2,940,778.35    | 13,748,909.09    | 3,660,735.33                                   | 64,177.20                         | 158,247.37                                    | 3,883,159.90             | 9,865,749.19                 | -   | 9,865,749.19                                       |
| Amount of Payments from TD Account              |                 |                 | 14.78           | 14.78            | -  | -                                 |   | -                        | 14.78                        | -   | 14.78  |
| Sub-total: Payments before prior month clawback | \$ 3,306,963.86 | \$ 7,501,166.88 | \$ 2,940,793.13 | \$ 13,748,923.87 | \$ 3,660,735.33                                | \$ 64,177.20                      | \$ 158,247.37                                 | \$ 3,883,159.90          | \$ 9,865,763.97              | \$ -  | \$ 9,865,763.97                                    |
| LESS: DEDUCTIONS FROM MAY 2023 MONTH END        |                 |                 |                 |                  | \$ 4,466,179.74                                |                                   |   | \$ 4,466,179.74          | \$ (4,466,179.74)            |   | \$ (4,466,179.74)                                  |
| Total: Payments for the month                   | \$ 3,306,963.86 | \$ 7,501,166.88 | \$ 2,940,793.13 | \$ 13,748,923.87 | \$ 8,126,915.07                                | \$ 64,177.20                      | \$ 158,247.37                                 | \$ 8,349,339.64          | \$ 5,399,584.23              | \$ -  | \$ 5,399,584.23                                    |

Note: Wire amounts noted in USDs,GBPs, KRWs may differ from the actual depending on FX at time of transfer  
Holdback release of \$1,468,974.44 for Seele to be paid out of KEB Hana Holdback account (#770)  
Authorized Signatures:

Sam Mizrahi  
I have the authority to bind the corporation

Jenny Coco  
I have the authority to bind the corporation

NOTE:

- (1) For details, please see comments provided against each invoice in the attached tabs.
- A As per the invoices submitted by Mizrahi to Coco for payment
  - B Clawback are the amounts deducted from Mizrahi and related entity in accordance with the mediation proposal dated Nov 26, 2019 and arbitration award dated June 24, 2023
  - C Advertising and Promotion are limited to the extent approved \$15m. as this Lender's cap has already been reached, no invoices are being paid.
  - D Invoices paid with only Mizrahi approval & released by IGIS/Hana
  - E NET PAYMENT: The commercial engagements and contracts are negotiated without Cocos involvement but the payment is made to avoid detriment to the Project's progress.
- (2) Holdback of \$352,012.44 from May 2023 invoices from the sub-trades has not been deposited to the Holdback account (A/c 770) as at July 20, 2023. Coco requests transfer from Mizrahi Inc.'s account to the holdback account.
- (3) We would like to draw your attention to Note 1.4 Current Advances in the Altus Report no. 47 for May 2023, where they highlight Coco's concerns on the payment to which the senior lender has directed to proceed with issuance of the Altus report without modification or addressing our concerns.

| Vendor | June 2023 |  |  |  |  | July 2023 |  |  |  |  | August 2023 |  |  |  |  | September 2023 |  |  |  |  | October 2023 |  |  |  |  | November 2023 |  |  |  |  | December 2023 |  |  |  |  | January 2024 |  |  |  |  | February 2024 |  |  |  |  | March 2024 |  |  |  |  | April 2024 |  |  |  |  | May 2024 |  |  |  |  | June 2024 |  |  |  |  | July 2024 |  |  |  |  | August 2024 |  |  |  |  | September 2024 |  |  |  |  | October 2024 |  |  |  |  | November 2024 |  |  |  |  | December 2024 |  |  |  |  | January 2025 |  |  |  |  | February 2025 |  |  |  |  | March 2025 |  |  |  |  | April 2025 |  |  |  |  | May 2025 |  |  |  |  | June 2025 |  |  |  |  | July 2025 |  |  |  |  | August 2025 |  |  |  |  | September 2025 |  |  |  |  | October 2025 |  |  |  |  | November 2025 |  |  |  |  | December 2025 |  |  |  |  | January 2026 |  |  |  |  | February 2026 |  |  |  |  | March 2026 |  |  |  |  | April 2026 |  |  |  |  | May 2026 |  |  |  |  | June 2026 |  |  |  |  | July 2026 |  |  |  |  | August 2026 |  |  |  |  | September 2026 |  |  |  |  | October 2026 |  |  |  |  | November 2026 |  |  |  |  | December 2026 |  |  |  |  | January 2027 |  |  |  |  | February 2027 |  |  |  |  | March 2027 |  |  |  |  | April 2027 |  |  |  |  | May 2027 |  |  |  |  | June 2027 |  |  |  |  | July 2027 |  |  |  |  | August 2027 |  |  |  |  | September 2027 |  |  |  |  | October 2027 |  |  |  |  | November 2027 |  |  |  |  | December 2027 |  |  |  |  | January 2028 |  |  |  |  | February 2028 |  |  |  |  | March 2028 |  |  |  |  | April 2028 |  |  |  |  | May 2028 |  |  |  |  | June 2028 |  |  |  |  | July 2028 |  |  |  |  | August 2028 |  |  |  |  | September 2028 |  |  |  |  | October 2028 |  |  |  |  | November 2028 |  |  |  |  | December 2028 |  |  |  |  | January 2029 |  |  |  |  | February 2029 |  |  |  |  | March 2029 |  |  |  |  | April 2029 |  |  |  |  | May 2029 |  |  |  |  | June 2029 |  |  |  |  | July 2029 |  |  |  |  | August 2029 |  |  |  |  | September 2029 |  |  |  |  | October 2029 |  |  |  |  | November 2029 |  |  |  |  | December 2029 |  |  |  |  | January 2030 |  |  |  |  | February 2030 |  |  |  |  | March 2030 |  |  |  |  | April 2030 |  |  |  |  | May 2030 |  |  |  |  | June 2030 |  |  |  |  | July 2030 |  |  |  |  | August 2030 |  |  |  |  | September 2030 |  |  |  |  | October 2030 |  |  |  |  | November 2030 |  |  |  |  | December 2030 |  |  |  |  | January 2031 |  |  |  |  | February 2031 |  |  |  |  | March 2031 |  |  |  |  | April 2031 |  |  |  |  | May 2031 |  |  |  |  | June 2031 |  |  |  |  | July 2031 |  |  |  |  | August 2031 |  |  |  |  | September 2031 |  |  |  |  | October 2031 |  |  |  |  | November 2031 |  |  |  |  | December 2031 |  |  |  |  | January 2032 |  |  |  |  | February 2032 |  |  |  |  | March 2032 |  |  |  |  | April 2032 |  |  |  |  | May 2032 |  |  |  |  | June 2032 |  |  |  |  | July 2032 |  |  |  |  | August 2032 |  |  |  |  | September 2032 |  |  |  |  | October 2032 |  |  |  |  | November 2032 |  |  |  |  | December 2032 |  |  |  |  | January 2033 |  |  |  |  | February 2033 |  |  |  |  | March 2033 |  |  |  |  | April 2033 |  |  |  |  | May 2033 |  |  |  |  | June 2033 |  |  |  |  | July 2033 |  |  |  |  | August 2033 |  |  |  |  | September 2033 |  |  |  |  | October 2033 |  |  |  |  | November 2033 |  |  |  |  | December 2033 |  |  |  |  | January 2034 |  |  |  |  | February 2034 |  |  |  |  | March 2034 |  |  |  |  | April 2034 |  |  |  |  | May 2034 |  |  |  |  | June 2034 |  |  |  |  | July 2034 |  |  |  |  | August 2034 |  |  |  |  | September 2034 |  |  |  |  | October 2034 |  |  |  |  | November 2034 |  |  |  |  | December 2034 |  |  |  |  | January 2035 |  |  |  |  | February 2035 |  |  |  |  | March 2035 |  |  |  |  | April 2035 |  |  |  |  | May 2035 |  |  |  |  | June 2035 |  |  |  |  | July 2035 |  |  |  |  | August 2035 |  |  |  |  | September 2035 |  |  |  |  | October 2035 |  |  |  |  | November 2035 |  |  |  |  | December 2035 |  |  |  |  | January 2036 |  |  |  |  | February 2036 |  |  |  |  | March 2036 |  |  |  |  | April 2036 |  |  |  |  | May 2036 |  |  |  |  | June 2036 |  |  |  |  | July 2036 |  |  |  |  | August 2036 |  |  |  |  | September 2036 |  |  |  |  | October 2036 |  |  |  |  | November 2036 |  |  |  |  | December 2036 |  |  |  |  | January 2037 |  |  |  |  | February 2037 |  |  |  |  | March 2037 |  |  |  |  | April 2037 |  |  |  |  | May 2037 |  |  |  |  | June 2037 |  |  |  |  | July 2037 |  |  |  |  | August 2037 |  |  |  |  | September 2037 |  |  |  |  | October 2037 |  |  |  |  | November 2037 |  |  |  |  | December 2037 |  |  |  |  | January 2038 |  |  |  |  | February 2038 |  |  |  |  | March 2038 |  |  |  |  | April 2038 |  |  |  |  | May 2038 |  |  |  |  | June 2038 |  |  |  |  | July 2038 |  |  |  |  | August 2038 |  |  |  |  | September 2038 |  |  |  |  | October 2038 |  |  |  |  | November 2038 |  |  |  |  | December 2038 |  |  |  |  | January 2039 |  |  |  |  | February 2039 |  |  |  |  | March 2039 |  |  |  |  | April 2039 |  |  |  |  | May 2039 |  |  |  |  | June 2039 |  |  |  |  | July 2039 |  |  |  |  | August 2039 |  |  |  |  | September 2039 |  |  |  |  | October 2039 |  |  |  |  | November 2039 |  |  |  |  | December 2039 |  |  |  |  | January 2040 |  |  |  |  | February 2040 |  |  |  |  | March 2040 |  |  |  |  | April 2040 |  |  |  |  | May 2040 |  |  |  |  | June 2040 |  |  |  |  | July 2040 |  |  |  |  | August 2040 |  |  |  |  | September 2040 |  |  |  |  | October 2040 |  |  |  |  | November 2040 |  |  |  |  | December 2040 |  |  |  |  | January 2041 |  |  |  |  | February 2041 |  |  |  |  | March 2041 |  |  |  |  | April 2041 |  |  |  |  | May 2041 |  |  |  |  | June 2041 |  |  |  |  | July 2041 |  |  |  |  | August 2041 |  |  |  |  | September 2041 |  |  |  |  | October 2041 |  |  |  |  | November 2041 |  |  |  |  | December 2041 |  |  |  |  | January 2042 |  |  |  |  | February 2042 |  |  |  |  | March 2042 |  |  |  |  | April 2042 |  |  |  |  | May 2042 |  |  |  |  | June 2042 |  |  |  |  | July 2042 |  |  |  |  | August 2042 |  |  |  |  | September 2042 |  |  |  |  | October 2042 |  |  |  |  | November 2042 |  |  |  |  | December 2042 |  |  |  |  | January 2043 |  |  |  |  | February 2043 |  |  |  |  | March 2043 |  |  |  |  | April 2043 |  |  |  |  | May 2043 |  |  |  |  | June 2043 |  |  |  |  | July 2043 |  |  |  |  | August 2043 |  |  |  |  | September 2043 |  |  |  |  | October 2043 |  |  |  |  | November 2043 |  |  |  |  | December 2043 |  |  |  |  | January 2044 |  |  |  |  | February 2044 |  |  |  |  | March 2044 |  |  |  |  | April 2044 |  |  |  |  | May 2044 |  |  |  |  | June 2044 |  |  |  |  | July 2044 |  |  |  |  | August 2044 |  |  |  |  | September 2044 |  |  |  |  | October 2044 |  |  |  |  | November 2044 |  |  |  |  | December 2044 |  |  |  |  | January 2045 |  |  |  |  | February 2045 |  |  |  |  | March 2045 |  |  |  |  | April 2045 |  |  |  |  | May 2045 |  |  |  |  | June 2045 |  |  |  |  | July 2045 |  |  |  |  | August 2045 |  |  |  |  | September 2045 |  |  |  |  | October 2045 |  |  |  |  | November 2045 |  |  |  |  | December 2045 |  |  |  |  | January 2046 |  |  |  |  | February 2046 |  |  |  |  | March 2046 |  |  |  |  | April 2046 |  |  |  |  | May 2046 |  |  |  |  | June 2046 |  |  |  |  | July 2046 |  |  |  |  | August 2046 |  |  |  |  | September 2046 |  |  |  |  | October 2046 |  |  |  |  | November 2046 |  |  |  |  | December 2046 |  |  |  |  | January 2047 |  |  |  |  | February 2047 |  |  |  |  | March 2047 |  |  |  |  | April 2047 |  |  |  |  | May 2047 |  |  |  |  | June 2047 |  |  |  |  | July 2047 |  |  |  |  | August 2047 |  |  |  |  | September 20 |  |  |  |  |
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| SHEET 01 |  |  |  |  |  |  |  |  |  | SHEET 02 |  |  |  |  |  |  |  |  |  | SHEET 03 |  |  |  |  |  |  |  |  |  | SHEET 04 |  |  |  |  |  |  |  |  |  | SHEET 05 |  |  |  |  |  |  |  |  |  | SHEET 06 |  |  |  |  |  |  |  |  |  | SHEET 07 |  |  |  |  |  |  |  |  |  | SHEET 08 |  |  |  |  |  |  |  |  |  | SHEET 09 |  |  |  |  |  |  |  |  |  | SHEET 10 |  |  |  |  |  |  |  |  |  | SHEET 11 |  |  |  |  |  |  |  |  |  | SHEET 12 |  |  |  |  |  |  |  |  |  | SHEET 13 |  |  |  |  |  |  |  |  |  | SHEET 14 |  |  |  |  |  |  |  |  |  | SHEET 15 |  |  |  |  |  |  |  |  |  | SHEET 16 |  |  |  |  |  |  |  |  |  | SHEET 17 |  |  |  |  |  |  |  |  |  | SHEET 18 |  |  |  |  |  |  |  |  |  | SHEET 19 |  |  |  |  |  |  |  |  |  | SHEET 20 |  |  |  |  |  |  |  |  |  | SHEET 21 |  |  |  |  |  |  |  |  |  | SHEET 22 |  |  |  |  |  |  |  |  |  | SHEET 23 |  |  |  |  |  |  |  |  |  | SHEET 24 |  |  |  |  |  |  |  |  |  | SHEET 25 |  |  |  |  |  |  |  |  |  | SHEET 26 |  |  |  |  |  |  |  |  |  | SHEET 27 |  |  |  |  |  |  |  |  |  | SHEET 28 |  |  |  |  |  |  |  |  |  | SHEET 29 |  |  |  |  |  |  |  |  |  | SHEET 30 |  |  |  |  |  |  |  |  |  | SHEET 31 |  |  |  |  |  |  |  |  |  | SHEET 32 |  |  |  |  |  |  |  |  |  | SHEET 33 |  |  |  |  |  |  |  |  |  | SHEET 34 |  |  |  |  |  |  |  |  |  | SHEET 35 |  |  |  |  |  |  |  |  |  | SHEET 36 |  |  |  |  |  |  |  |  |  | SHEET 37 |  |  |  |  |  |  |  |  |  | SHEET 38 |  |  |  |  |  |  |  |  |  | SHEET 39 |  |  |  |  |  |  |  |  |  | SHEET 40 |  |  |  |  |  |  |  |  |  | SHEET 41 |  |  |  |  |  |  |  |  |  | SHEET 42 |  |  |  |  |  |  |  |  |  | SHEET 43 |  |  |  |  |  |  |  |  |  | SHEET 44 |  |  |  |  |  |  |  |  |  | SHEET 45 |  |  |  |  |  |  |  |  |  | SHEET 46 |  |  |  |  |  |  |  |  |  | SHEET 47 |  |  |  |  |  |  |  |  |  | SHEET 48 |  |  |  |  |  |  |  |  |  | SHEET 49 |  |  |  |  |  |  |  |  |  | SHEET 50 |  |  |  |  |  |  |  |  |  | SHEET 51 |  |  |  |  |  |  |  |  |  | SHEET 52 |  |  |  |  |  |  |  |  |  | SHEET 53 |  |  |  |  |  |  |  |  |  | SHEET 54 |  |  |  |  |  |  |  |  |  | SHEET 55 |  |  |  |  |  |  |  |  |  | SHEET 56 |  |  |  |  |  |  |  |  |  | SHEET 57 |  |  |  |  |  |  |  |  |  | SHEET 58 |  |  |  |  |  |  |  |  |  | SHEET 59 |  |  |  |  |  |  |  |  |  | SHEET 60 |  |  |  |  |  |  |  |  |  | SHEET 61 |  |  |  |  |  |  |  |  |  | SHEET 62 |  |  |  |  |  |  |  |  |  | SHEET 63 |  |  |  |  |  |  |  |  |  | SHEET 64 |  |  |  |  |  |  |  |  |  | SHEET 65 |  |  |  |  |  |  |  |  |  | SHEET 66 |  |  |  |  |  |  |  |  |  | SHEET 67 |  |  |  |  |  |  |  |  |  | SHEET 68 |  |  |  |  |  |  |  |  |  | SHEET 69 |  |  |  |  |  |  |  |  |  | SHEET 70 |  |  |  |  |  |  |  |  |  | SHEET 71 |  |  |  |  |  |  |  |  |  | SHEET 72 |  |  |  |  |  |  |  |  |  | SHEET 73 |  |  |  |  |  |  |  |  |  | SHEET 74 |  |  |  |  |  |  |  |  |  | SHEET 75 |  |  |  |  |  |  |  |  |  | SHEET 76 |  |  |  |  |  |  |  |  |  | SHEET 77 |  |  |  |  |  |  |  |  |  | SHEET 78 |  |  |  |  |  |  |  |  |  | SHEET 79 |  |  |  |  |  |  |  |  |  | SHEET 80 |  |  |  |  |  |  |  |  |  | SHEET 81 |  |  |  |  |  |  |  |  |  | SHEET 82 |  |  |  |  |  |  |  |  |  | SHEET 83 |  |  |  |  |  |  |  |  |  | SHEET 84 |  |  |  |  |  |  |  |  |  | SHEET 85 |  |  |  |  |  |  |  |  |  | SHEET 86 |  |  |  |  |  |  |  |  |  | SHEET 87 |  |  |  |  |  |  |  |  |  | SHEET 88 |  |  |  |  |  |  |  |  |  | SHEET 89 |  |  |  |  |  |  |  |  |  | SHEET 90 |  |  |  |  |  |  |  |  |  | SHEET 91 |  |  |  |  |  |  |  |  |  | SHEET 92 |  |  |  |  |  |  |  |  |  | SHEET 93 |  |  |  |  |  |  |  |  |  | SHEET 94 |  |  |  |  |  |  |  |  |  | SHEET 95 |  |  |  |  |  |  |  |  |  | SHEET 96 |  |  |  |  |  |  |  |  |  | SHEET 97 |  |  |  |  |  |  |  |  |  | SHEET 98 |  |  |  |  |  |  |  |  |  | SHEET 99 |  |  |  |  |  |  |  |  |  | SHEET 100 |  |  |  |  |  |  |  |  |  | SHEET 101 |  |  |  |  |  |  |  |  |  | SHEET 102 |  |  |  |  |  |  |  |  |  | SHEET 103 |  |  |  |  |  |  |  |  |  | SHEET 104 |  |  |  |  |  |  |  |  |  | SHEET 105 |  |  |  |  |  |  |  |  |  | SHEET 106 |  |  |  |  |  |  |  |  |  | SHEET 107 |  |  |  |  |  |  |  |  |  | SHEET 108 |  |  |  |  |  |  |  |  |  | SHEET 109 |  |  |  |  |  |  |  |  |  | SHEET 110 |  |  |  |  |  |  |  |  |  | SHEET 111 |  |  |  |  |  |  |  |  |  | SHEET 112 |  |  |  |  |  |  |  |  |  | SHEET 113 |  |  |  |  |  |  |  |  |  | SHEET 114 |  |  |  |  |  |  |  |  |  | SHEET 115 |  |  |  |  |  |  |  |  |  | SHEET 116 |  |  |  |  |  |  |  |  |  | SHEET 117 |  |  |  |  |  |  |  |  |  | SHEET 118 |  |  |  |  |  |  |  |  |  | SHEET 119 |  |  |  |  |  |  |  |  |  | SHEET 120 |  |  |  |  |  |  |  |  |  | SHEET 121 |  |  |  |  |  |  |  |  |  | SHEET 122 |  |  |  |  |  |  |  |  |  | SHEET 123 |  |  |  |  |  |  |  |  |  | SHEET 124 |  |  |  |  |  |  |  |  |  | SHEET 125 |  |  |  |  |  |  |  |  |  | SHEET 126 |  |  |  |  |  |  |  |  |  | SHEET 127 |  |  |  |  |  |  |  |  |  | SHEET 128 |  |  |  |  |  |  |  |  |  | SHEET 129 |  |  |  |  |  |  |  |  |  | SHEET 130 |  |  |  |  |  |  |  |  |  | SHEET 131 |  |  |  |  |  |  |  |  |  | SHEET 132 |  |  |  |  |  |  |  |  |  | SHEET 133 |  |  |  |  |  |  |  |  |  | SHEET 134 |  |  |  |  |  |  |  |  |  | SHEET 135 |  |  |  |  |  |  |  |  |  | SHEET 136 |  |  |  |  |  |  |  |  |  | SHEET 137 |  |  |  |  |  |  |  |  |  | SHEET 138 |  |  |  |  |  |  |  |  |  | SHEET 139 |  |  |  |  |  |  |  |  |  | SHEET 140 |  |  |  |  |  |  |  |  |  | SHEET 141 |  |  |  |  |  |  |  |  |  | SHEET 142 |  |  |  |  |  |  |  |  |  | SHEET 143 |  |  |  |  |  |  |  |  |  | SHEET 144 |  |  |  |  |  |  |  |  |  | SHEET 145 |  |  |  |  |  |  |  |  |  | SHEET 146 |  |  |  |  |  |  |  |  |  | SHEET 147 |  |  |  |  |  |  |  |  |  | SHEET 148 |  |  |  |  |  |  |  |  |  | SHEET 149 |  |  |  |  |  |  |  |  |  | SHEET 150 |  |  |  |  |  |  |  |  |  | SHEET 151 |  |  |  |  |  |  |  |  |  | SHEET 152 |  |  |  |  |  |  |  |  |  | SHEET 153 |  |  |  |  |  |  |  |  |  | SHEET 154 |  |  |  |  |  |  |  |  |  | SHEET 155 |  |  |  |  |  |  |  |  |  | SHEET 156 |  |  |  |  |  |  |  |  |  | SHEET 157 |  |  |  |  |  |  |  |  |  | SHEET 158 |  |  |  |  |  |  |  |  |  | SHEET 159 |  |  |  |  |  |  |  |  |  | SHEET 160 |  |  |  |  |  |  |  |  |  | SHEET 161 |  |  |  |  |  |  |  |  |  | SHEET 162 |  |  |  |  |  |  |  |  |  | SHEET 163 |  |  |  |  |  |  |  |  |  | SHEET 164 |  |  |  |  |  |  |  |  |  | SHEET 165 |  |  |  |  |  |  |  |  |  | SHEET 166 |  |  |  |  |  |  |  |  |  | SHEET 167 |  |  |  |  |  |  |  |  |  | SHEET 168 |  |  |  |  |  |  |  |  |  | SHEET 169 |  |  |  |  |  |  |  |  |  | SHEET 170 |  |  |  |  |  |  |  |  |  | SHEET 171 |  |  |  |  |  |  |  |  |  | SHEET 172 |  |  |  |  |  |  |  |  |  | SHEET 173 |  |  |  |  |  |  |  |  |  | SHEET 174 |  |  |  |  |  |  |  |  |  | SHEET 175 |  |  |  |  |  |  |  |  |  | SHEET 176 |  |  |  |  |  |  |  |  |  | SHEET 177 |  |  |  |  |  |  |  |  |  | SHEET 178 |  |  |  |  |  |  |  |  |  | SHEET 179 |  |  |  |  |  |  |  |  |  | SHEET 180 |  |  |  |  |  |  |  |  |  | SHEET 181 |  |  |  |  |  |  |  |  |  | SHEET 182 |  |  |  |  |  |  |  |  |  | SHEET 183 |  |  |  |  |  |  |  |  |  | SHEET 184 |  |  |  |  |  |  |  |  |  | SHEET 185 |  |  |  |  |  |  |  |  |  | SHEET 186 |  |  |  |  |  |  |  |  |  | SHEET 187 |  |  |  |  |  |  |  |  |  | SHEET 188 |  |  |  |  |  |  |  |  |  | SHEET 189 |  |  |  |  |  |  |  |  |  | SHEET 190 |  |  |  |  |  |  |  |  |  | SHEET 191 |  |  |  |  |  |  |  |  |  | SHEET 192 |  |  |  |  |  |  |  |  |  | SHEET 193 |  |  |  |  |  |  |  |  |  | SHEET 194 |  |  |  |  |  |  |  |  |  | SHEET 195 |  |  |  |  |  |  |  |  |  | SHEET 196 |  |  |  |  |  |  |  |  |  | SHEET 197 |  |  |  |  |  |  |  |  |  | SHEET 198 |  |  |  |  |  |  |  |  |  | SHEET 199 |  |  |  |  |  |  |  |  |  | SHEET 200 |  |  |  |  |  |  |  |  |  | SHEET 201 |  |  |  |  |  |  |  |  |  | SHEET 202 |  |  |  |  |  |  |  |  |  | SHEET 203 |  |  |  |  |  |  |  |  |  | SHEET 204 |  |  |  |  |  |  |  |  |  | SHEET 205 |  |  |  |  |  |  |  |  |  | SHEET 206 |  |  |  |  |  |  |  |  |  | SHEET 207 |  |  |  |  |  |  |  |  |  | SHEET 208 |  |  |  |  |  |  |  |  |  | SHEET 209 |  |  |  |  |  |  |  |  |  | SHEET 210 |  |  |  |  |  |  |  |  |  | SHEET 211 |  |  |  |  |  |  |  |  |  | SHEET 212 |  |  |  |  |  |  |  |  |  | SHEET 213 |  |  |  |  |  |  |  |  |  | SHEET 214 |  |  |  |  |  |  |  |  |  | SHEET 215 |  |  |  |  |  |  |  |  |  | SHEET 216 |  |  |  |  |  |  |  |  |  | SHEET 217 |  |  |  |  |  |  |  |  |  | SHEET 218 |  |  |  |  |  |  |  |  |  | SHEET 219 |  |  |  |  |  |  |  |  |  | SHEET 220 |  |  |  |  |  |  |  |  |  | SHEET 221 |  |  |  |  |  |  |  |  |  | SHEET 222 |  |  |  |  |  |  |  |  |  | SHEET 223 |  |  |  |  |  |  |  |  |  | SHEET 224 |  |  |  |  |  |  |  |  |  | SHEET 225 |  |  |  |  |  |  |  |  |  | SHEET 226 |  |  |  |  |  |  |  |  |  | SHEET 227 |  |  |  |  |  |  |  |  |  | SHEET 228 |  |  |  |  |  |  |  |  |  | SHEET 229 |  |  |  |  |  |  |  |  |  | SHEET 230 |  |  |  |  |  |  |  |  |  | SHEET 231 |  |  |  |  |  |  |  |  |  | SHEET 232 |  |  |  |  |  |  |  |  |  | SHEET 233 |  |  |  |  |  |  |  |  |  | SHEET 234 |  |  |  |  |  |  |  |  |  | SHEET 235 |  |  |  |  |  |  |  |  |  | SHEET 236 |  |  |  |  |  |  |  |  |  | SHEET 237 |  |  |  |  |  |  |  |  |  | SHEET 238 |  |  |  |  |  |  |  |  |  | SHEET 239 |  |  |  |  |  |  |  |  |  | SHEET 240 |  |  |  |  |  |  |  |  |  | SHEET 241 |  |  |  |  |  |  |  |  |  | SHEET 242 |  |  |  |  |  |  |  |  |  | SHEET 243 |  |  |  |  |  |  |  |  |  | SHEET 244 |  |  |  |  |  |  |  |  |  | SHEET 245 |  |  |  |  |  |  |  |  |  | SHEET 246 |  |  |  |  |  |  |  |  |  | SHEET 247 |  |  |  |  |  |  |  |  |  | SHEET 248 |  |  |  |  |  |  |  |  |  | SHEET 249 |  |  |  |  |  |  |  |  |  | SHEET 250 |  |  |  |  |  |  |  |  |  | SHEET 251 |  |  |  |  |  |  |  |  |  | SHEET 252 |  |  |  |  |  |  |  |  |  | SHEET 253 |  |  |  |  |  |  |  |  |  | SHEET 254 |  |  |  |  |  |  |  |  |  | SHEET 255 |  |  |  |  |  |  |  |  |  | SHEET 256 |  |  |  |  |  |  |  |  |  | SHEET 257 |  |  |  |  |  |  |  |  |  | SHEET 258 |  |  |  |  |  |  |  |  |  | SHEET 259 |  |  |  |  |  |  |  |  |  | SHEET 260 |  |  |  |  |  |  |  |  |  | SHEET 261 |  |  |  |  |  |  |  |  |  | SHEET 262 |  |  |  |  |  |  |  |  |  | SHEET 263 |  |  |  |  |  |  |  |  |  | SHEET 264 |  |  |  |  |  |  |  |  |  | SHEET 265 |  |  |  |  |  |  |  |  |  | SHEET 266 |  |  |  |  |  |  |  |  |  | SHEET 267 |  |  |  |  |  |  |  |  |  | SHEET 268 |  |  |  |  |  |  |  |  |  | SHEET 269 |  |  |  |  |  |  |  |  |  | SHEET 270 |  |  |  |  |  |  |  |  |  | SHEET 271 |  |  |  |  |  |  |  |  |  | SHEET 272 |  |  |  |  |  |  |  |  |  | SHEET 273 |  |  |  |  |  |  |  |  |  | SHEET 274 |  |  |  |  |  |  |  |  |  | SHEET 275 |  |  |  |  |  |  |  |  |  | SHEET 276 |  |  |  |  |  |  |  |  |  | SHEET 277 |  |  |  |  |  |  |  |  |  | SHEET 278 |  |  |  |  |  |  |  |  |  | SHEET 279 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|   |  |
|---|--|
| <p><b>Executive summary of executive roles:</b></p> <ul style="list-style-type: none"> <li>For all roles of the Project, the personnel should be assigned to the role and undertake to fulfill the following:</li> <li>Project planning and organizing, of the personnel from Project Manager, Coordinator to a Safety Officer and safety personnel and officers to create a specific monitoring and reporting system.</li> <li>Recruitment of all competent personnel to ensure the defined quality of work (personnel on site personnel have experience in construction or high tech building sites, there is no need for an experience of the safety industry).</li> <li>The works to be completed on a daily basis must be properly defined and employees must be present for their responsibilities.</li> <li>Material assessment of resources (human resources, equipment) and to be accurate (a 10% buffer credit, usually).</li> <li>Provision of all the material required, to ensure that there are sufficient and reliable.</li> </ul> | <p><b>Caution regarding responsibility:</b> the role of personnel and any equipment of a safety project is attributed to the Project, who is always cautious and responsibility towards their level of responsibility (Traffic, safety, security).</p> |
|---|--|

[illegible]

STATUS OF CONTRACTS ON FILE WITH COCO  
Corresponds to Mizrahi HC invoice. No C1372 for June 2023

**IMPORTANT NOTE: Mizrahi Inc. as General Contractor, self certifies the works on site without Coco or, an independent third-party review. Coco continues to recommend engagement of an independent third-party consultant to quantify and assess works completed to date against approved contracts.**

|    | Sub-Contractor             | Contract       | Change Order  | Purchase Orders | Committed      | Previously Incurred | Current Month | Completed To Date | % Complete | Holdback   | Current Holdback Returns | Current Month Less Holdbacks | Total Holdback's O/S | Contracts, COs & POs with COCO | Contracts, COs & POs <u>NOT</u> with COCO |
|----|----------------------------|----------------|---------------|-----------------|----------------|---------------------|---------------|-------------------|------------|------------|--------------------------|------------------------------|----------------------|--------------------------------|---|
| 1  | Hardwall #2                | 24,251,096.00  | 403,895.17    | -               | 24,654,991.17  | 25,445,664.35       | 45,699.36     | 25,491,363.71     | 103%       | 4,569.94   | -                        | 41,129.42                    | 2,549,126.37         | 24,251,096.00                  | 403,895.17                                |
| 2  | Hardwall #3                | 31,446,395.00  | -             | -               | 31,446,395.00  | 5,377,158.66        | 975,460.27    | 6,352,618.93      | 20%        | 97,546.03  | -                        | 877,914.24                   | 635,261.89           | 31,446,395.00                  | -   |
| 3  | Innocon                    | 14,876,541.00  | -             | -               | 14,876,541.00  | 9,354,880.91        | 310,546.00    | 9,665,426.91      | 65%        | -          | -                        | 310,546.00                   | -                    | -                              | 14,876,541.00                             |
| 4  | Salit                      | 15,195,742.00  | -             | -               | 15,195,742.00  | 11,813,640.05       | 409,218.10    | 12,222,858.15     | 80%        | -          | -                        | 409,218.10                   | -                    | -                              | 15,195,742.00                             |
| 5  | Blockwall Masonry          | -              | -             | 38,810.98       | 38,810.98      | -                   | 38,810.98     | 38,810.98         | 100%       | 3,881.10   | -                        | 34,929.88                    | 3,881.10             | -                              | 38,810.98                                 |
| 6  | Blockwall Masonry          | 999,900.00     | -             | -               | 999,900.00     | 584,783.24          | 117,223.00    | 702,006.24        | 70%        | 11,722.30  | -                        | 105,500.70                   | 70,200.62            | -                              | 999,900.00                                |
| 7  | Clifford                   | 1,630,000.00   | 1,113,268.69  | -               | 2,743,268.69   | 2,221,722.87        | 74,721.80     | 2,296,444.67      | 84%        | 7,472.18   | -                        | 67,249.62                    | 229,644.47           | 1,570,000.00                   | 1,173,268.69                              |
| 8  | Walters B                  | 10,697,452.00  | 867,334.00    | -               | 11,564,786.00  | 2,726,261.00        | 34,151.00     | 2,760,412.00      | 24%        | 3,415.10   | -                        | 30,735.90                    | 276,041.20           | 10,697,452.00                  | 867,334.00                                |
| 9  | Cult Iron                  | 2,365,520.00   | 584,864.00    | -               | 2,950,384.00   | 1,972,457.10        | 52,255.00     | 2,024,712.10      | 69%        | 5,225.50   | -                        | 47,029.50                    | 202,471.21           | -                              | 2,950,384.00                              |
| 10 | OnFloor Solutions          | 434,016.00     | -             | -               | 434,016.00     | 343,733.66          | 70,664.05     | 414,397.98        | 95%        | 7,066.41   | -                        | 63,597.65                    | 41,439.80            | 434,016.00                     | -   |
| 11 | Bothwell Accurate          | 2,081,204.00   | 169,793.14    | -               | 2,250,997.14   | 250,054.38          | 16,254.67     | 266,309.05        | 12%        | 1,625.47   | -                        | 14,629.20                    | 26,630.91            | 2,081,204.00                   | 169,793.14                                |
| 12 | Seele                      | 12,398,103.00  | 2,254,090.00  | -               | 14,652,193.00  | 14,689,744.41       | 1,468,974.44  | 14,689,744.41     | 100%       | -          | -                        | 1,468,974.44                 | 0.00                 | 12,398,103.00                  | 2,254,090.00                              |
| 13 | Paddock                    | -              | -             | -               | -              | 74,165.00           | 28,010.00     | 102,175.00        | #DIV/0!    | -          | -                        | 28,010.00                    | -                    | -                              | -   |
| 14 | Riverside                  | 655,437.40     | 319,668.57    | -               | 975,105.97     | -                   | 975,105.97    | 975,105.97        | 100%       | -          | -                        | 975,105.97                   | -                    | -                              | 975,105.97                                |
| 15 | Tractel Ltd.               | 1,363,800.00   | 603,386.00    | -               | 1,967,186.00   | 1,142,022.15        | 40,522.00     | 1,182,544.15      | 60%        | 4,052.20   | -                        | 36,469.80                    | 118,254.42           | -                              | 1,967,186.00                              |
| 16 | Service Plus Aquatics Inc. | 1,659,830.00   | 237,920.00    | -               | 1,897,750.00   | 782,364.46          | 14,000.00     | 796,364.46        | 42%        | 1,400.00   | -                        | 12,600.00                    | 146,035.91           | -                              | 1,897,750.00                              |
| 17 | Modern Niagara             | 19,790,000.00  | 15,560,955.00 | -               | 35,350,955.00  | 22,930,250.42       | 1,888,144.59  | 24,818,395.01     | 70%        | 188,814.46 | -                        | 1,699,330.13                 | 2,481,839.50         | 19,790,000.00                  | 15,560,955.00                             |
| 18 | Ozz Electric               | 14,648,842.80  | 2,854,457.20  | -               | 17,503,300.00  | 7,087,656.51        | 155,975.00    | 7,243,631.51      | 41%        | 15,597.50  | -                        | 140,377.50                   | 724,363.15           | -                              | 17,503,300.00                             |
| 19 | GNG Sales Inc. (LEDPAX)    | -              | -             | -               | -              | 34,238.32           | 6,960.00      | 41,198.32         | #DIV/0!    | -          | -                        | 6,960.00                     | -                    | -                              | -   |
| 20 | KMJ                        | -              | -             | -               | -              | 1,429.20            | 232.30        | 1,661.50          | #DIV/0!    | -          | -                        | 232.30                       | 166.15               | -                              | -   |
| T  |                            | 154,493,879.20 | 24,969,631.77 | 38,810.98       | 179,502,321.95 | 106,832,226.69      | 6,722,928.53  | 112,086,181.05    |            | 352,388.17 | -                        | 6,370,540.36                 | 7,505,356.69         | 102,668,266.00                 | 76,834,055.95                             |

Existing contract

INV II

DATE 07/12/2023

INV #

DATE 06/13/2023

INV # C1343

DATE 05/12/2023

INV # C1328

DATE 04/13/2023

INV # C1312

DATE 03/13/2023

NV M C1300

DATE 02/13/2023

INV # C1282

DATE 01/11/2023

**General Comments:**

Mizrahi Inc. is responsible for the recoverable costs due to lack of completion of the Project in accordance with Project schedule (substantially completion date December 2022). Lender has sent Notice of Default for failure to complete the Project within the deadline. See comments on Mizrahi - GC in main body of the Payment List under Wires for default notices served.

Annex 1-Recoverable Cost Jun2023

|                              |                                  | JUNE 2023 |  |                    |   | MAY 2023                                       |                    |  |                    | APRIL 2023             |  |                    |                        | MARCH 2023 |                    |   |            | FEBRUARY 2023      |                        |            |                    | JANUARY 2023   |            |                    |                        | DECEMBER 2022   |  |  |  |   |  |  |  |
|------------------------------|----------------------------------|-----------|--|--------------------|---|--|--------------------|--|--------------------|------------------------|--|--------------------|------------------------|------------|--------------------|---|------------|--------------------|------------------------|------------|--------------------|--|------------|--------------------|------------------------|---|--|--|--|---|--|--|--|
| No.                          | Vendor name                      | Order     | Supply of:   | Jun 2023 Amount \$ | JC Comments (Jun 2023)  | Supply of:                                     | May 2023 Amount \$ | Supply of:                                     | Apr 2023 Amount \$ | JC Comments (Apr 2023) | Supply of:                                     | Mar 2023 Amount \$ | JC Comments (Mar 2023) | Supply of: | Feb 2023 Amount \$ | JC Comments (Feb 2023)  | Supply of: | Jan 2023 Amount \$ | JC Comments (Jan 2023) | Supply of: | Dec 2022 Amount \$ | JC Comments (Dec 2022)   | Supply of: | Nov 2022 Amount \$ | JC Comments (Nov 2022) | Supply of:  | Oct 2022 Amount \$   | JC Comments (Oct 2022)   | Supply of:   | Sept 2022 Amount \$   | Mark Killoyle comments (31st Jan 2023)   |  |  |
| A.43                         | Proline Hardware Ltd.            | 1         | Hardware Items                                     | 13,700.10          | APPROVED SUBJECT TO RESERVATION OF RIGHTS:<br>Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi   | Hardware Items                                 | 21,951.30          | Hardware Items                                 | 9,073.54           |                        | Hardware Items                                 | 28,985.28          |                        |            | 15,506.55          | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi                                      |            | 21,853.39          |                        |            | 16,422.90          | NOT APPROVED:<br>Aside from the excessive costs as per previous months, there is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi |            |                    | 16,422.90              | Costs are excessive and no accountability of material usage to the site. Invoices are not legible and the material consumption is not commensurate to the minimal work executed in December 2022.<br>For e.g. 2 1/2" Deck screws 2,500 pcs has been charged at \$209, while they can be bought at Home Depot at \$56-\$71/100 pcs | This assertion regarding Home Depot may not be an apply to apply comparison. As someone would be required to pick up the orders at Home Depot, taking them off the site and increasing the hour charge to the Project. To have Home Depot deliver these items would significantly increase the cost. Additionally, we have controlled orders through Proline this is an industry practice for reduced overall costs. |  |  |   |  |  |  |
| A.48                         | Safety First Consulting          | 1         | Safety training                                    | 6,723.46           | APPROVED SUBJECT TO RESERVATION OF RIGHTS:<br>Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi   | Safety training                                | 31,308.75          | Safety training                                | 32,826.75          |                        | Safety training                                | 30,742.50          |                        |            | 36,174.20          | Includes Health and Safety services on nearly daily basis \$38. More cost effective solutions are not being explored by the contractor, Mirzahi.<br>Same as previous month - Mirzahi should be asked to obtain competitive quotes.  |            | 26,253.75          |                        |            | 45,574.44          | Includes Health and Safety services on nearly daily basis \$28. More cost effective solutions<br>Health & Safety Services program training costing \$40k is being charged to the project and is excessive compared to industry standards. Lack of cost control, as the training should be using internal resources and run through an established in-house training program.   |            |                    |                        |   |  | We cannot respond to a generic question. You make statements like these costs are excessive, but what basis do you have that these are excess to industry standards. What other projects do you have and provide details so we can compare and respond. Safety training is a top rate organization and industry leader providing services to a significant number of developers across the City. Safety is the cornerstone of this industry and of paramount importance. There is significant liability associated with in-house safety training and that would be contrary to good industry practice. |  |   |  |  |  |
| A.51                         | SCAF-TECH INC.                   | 1         | Scaffolding overhead protection                    | 9,296.00           | APPROVED SUBJECT TO RESERVATION OF RIGHTS:<br>Cost are incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi   | Scaffolding overhead protection                | 29,162.00          | Scaffolding overhead protection                | 3,576.00           |                        | Scaffolding overhead protection                | 22,537.00          |                        |            | 4,285.00           | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns. Mirzahi's response is unsubstantiated as to why these cannot be charged back to Contractor   |            | 27,737.00          |                        |            | 11,523.00          | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.   |            |                    |                        |   |  |  | There are no grounds to charge back these costs to the GC. These costs are a Project cost. |   |  |  |  |
|                              | Sheffield Moving & Storage Total |           | Material for Hotel Mock-up                         | 1,475.00           | NOT APPROVED:<br>Related to Andaz hotel. Coco has been awaiting a budget from Mirzahi for this scope of work since 2019. To date, no update from Mirzahi. To date, Mirzahi has not submitted a budget for the Hyatt Andaz Hotel.<br>Coco have not received copies of the Contract, Change Orders, Extras or the legal claim status in a manner that is legible or easy to follow. This requires Mirzahi to provide documents in an assembled order to Coco.<br>Coco and the Project reserve rights to recover costs charged to the Project.<br>The commercial engagements and contracts are negotiated without Coco's involvement but the payment is made to avoid detriment to the Project's progress. |  | 1,575.00           |  |                    |                        |  |                    |                        |            |                    |   |            |                    |                        |            |                    |  |            |                    |                        |   |  |  |  |   |  |  |  |
| A.52                         | Skyway Canada Limited            | 1         | Charges for Scaffolding installed                  | 4,679.51           | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Charges for Scaffolding installed              | 2,510.00           | Charges for Scaffolding installed              | 24,478.00          |                        | Charges for Scaffolding installed              | 2,110.00           |                        |            | 1,720.00           | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 1,290.00           |                        |            | 12,966.00          | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |            |                    |                        |   |  |  |  | Relates to scaffolding inspection for items rental which would not have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mirzahi Inc.  |  |  |  |
| A.53                         | Staples                          | 1         | Office supplies                                    | 287.68             | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Office supplies                                | 1,431.19           | Office supplies                                | 359.88             |                        | Office supplies                                | 714.21             |                        |            | 823.40             | All Mirzahi costs as it is overhead/admin costs which is covered under their CM Fee Mark does not differentiate between admin costs and project costs clearly.  |            | 584.62             |                        |            | 709.84             | All Mirzahi costs as it is overhead/admin costs which is covered under their CM Fee.   |            |                    |                        |   |  |  |  |   | All Project related costs are charged through to the Project. Your comment is not valid.   |  |  |
| A.54                         | Stephenson's Rental Services     | 1         | Heater rental                                      | 17,769.81          | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Heater rental                                  | 14,810.30          | Heater rental                                  | 11,721.46          |                        | Heater rental                                  | 28,832.14          |                        |            | 15,928.21          | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 9,636.45           |                        |            | 16,054.29          | Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022   |            |                    |                        |   |  |  |  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor for costs overruns. Incremental costs have increased the invoice amount as a result of the project delays. This should not be borne by the project and be recovered from Contractor, Mirzahi Inc.  |  |  |  |
| A.57                         | Super Save Fence Rentals Inc.    | 1         | Fence rental                                       | 31.85              | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Fence rental                                   |                    | Fence rental                                   | 31.85              |                        | Fence rental                                   | 31.85              |                        |            |                    | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 234.10             |                        |            |                    |  |            |                    |                        |   |  |  |  |   |  |  |  |
|                              | Taline                           |           |  | 100.00             | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |  | 100.00             |  |                    |                        |  |                    |                        |            |                    |   |            |                    |                        |            |                    |  |            |                    |                        |   |  |  |  |   |  |  |  |
| A.60                         | The Fence People Ltd.            | 1         | Fencing  | 1,356.00           | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Fencing  |                    | Fencing  | 1,356.00           |                        | Fencing  | 2,587.00           |                        |            | 1,356.00           | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            |                    |                        |            | 2,712.00           | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.   |            |                    |                        |   |  |  |  |   | There are no grounds to charge back these costs to the GC. These costs are a Project cost. |  |  |
| A.62                         | Toronto Hydro                    | 1         | Rental for pump                                    | 43.72              | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Rental for pump                                | 37.36              | Rental for pump                                | 38.60              |                        | Rental for pump                                | 34.99              |                        |            | 38.60              | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 36.32              |                        |            | 35.14              | Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            |                    |                        |   |  |  |  | Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mirzahi Inc. for costs overruns.  |  |  |  |
| A.63                         | Toshiba                          | 1         | Office copier rental charges                       | 193.10             | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Office copier rental charges                   | 298.64             | Office copier rental charges                   | 555.41             |                        | Office copier rental charges                   | -                  |                        |            | 379.07             | NOT APPROVED:<br>Rental charges are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 527.83             |                        |            |                    |  |            |                    |                        |   |  |  |  |   |  |  |  |
| A.66                         | Uline Canada Corp.               | 1         | Safety hats<br>Storage box and Office supplies     | 255.71             | NOT APPROVED:<br>Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  | Safety hats<br>Storage box and Office supplies | 292.83             | Safety hats<br>Storage box and Office supplies | 2,720.70           |                        | Safety hats<br>Storage box and Office supplies | 928.03             |                        |            |                    | NOT APPROVED:<br>Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mirzahi  |            | 228.63             |                        |            | 58.31              | ok   |            |                    |                        |   |  |  |  |   |  |  |  |
| B.07                         | Todd Hallam                      | 1         | Travel to Vietnam - Airfare, Visa & lunch expenses | 16,657.31          | NOT APPROVED:<br>It is not demonstrated how travel costs claimed are related to the Project. Coco cannot approve these costs as it does not believe them to be Project related.   | Travel to Hong Kong, Singapore & Guangzhou     | 4,357.35           | Travel to Hong Kong, Singapore & Guangzhou     | 12,803.01          |                        | Travel to Hong Kong, Singapore & Guangzhou     |                    |                        |            |                    | NOT APPROVED:<br>It is not demonstrated how travel costs claimed are related to the Project. Coco cannot approve these costs as it does not believe them to be Project related.   |            |                    |                        |            |                    |  |            |                    |                        |   |  |  |  |   |  |  |  |
| B.08                         | Triovest                         | 2         | Office rent & misc. charges                        | 38,659.30          | NOT APPROVED:<br>In continuation from previous months, Office Rent - Mar 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is available had the project been completed on time by using existing space in the project.<br>Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform.   | Office rent & misc. charges                    | 38,659.30          | Office rent & misc. charges                    | 37,501.03          |                        | Office rent & misc. charges                    | 38,693.80          |                        |            | 77,318.60          | NOT APPROVED:<br>In continuation from previous months, Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is available had the project been completed on time by using existing space in the project.<br>Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform. |            | 17.25              |                        |            | 38,849.07          | Same as earlier month. Mirzahi fails to substantiate why these costs are not recoverable from Contractor, Mirzahi's failure to perform.  |            |                    |                        |   |  |  |  | Office Rent - Feb 2023 - 2 Bloor Inc. - Site H 38,659.30 should be contractor cost. This was disapproved, and the Lender supported, rental agreement is not provided to Coco. Further, this is a cost that is available had the project been completed on time by using existing space in the project.  |  |  |  |
| C.01                         | CM Fee                           | 2         |  | 53,189.92          |   |  | 54,881.57          |  | 33,874.57          |                        |  | 56,182.70          |                        |            | 41,075.57          | NOT APPROVED:<br>The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.   |            | 38,128.16          |                        |            | 29,609.38          | NOT APPROVED:<br>The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.  |            |                    |                        |   |  |  |  | CM Fee is being charged on the Triovest rental property. Further, CM Fee is to be at 2.5% that was owed and discounted as per the Arbitration Agreement credited back to Mirzahi by Coco. Coco agreed to these terms and re-set of the fees and credit for the past fees deducted by Mira P & P Eggen and Coco as part of the Guarantees Release by Carfax. |  |  |  |
| SUB-TOTAL                    |                                  |           |  | 1,116,988.22       |   | SUB-TOTAL                                      | 1,152,513.06       | SUB-TOTAL                                      | 711,365.93         |                        | SUB-TOTAL                                      | 1,179,836.73       |                        |            | 1,040,880.44       |   |            | 776,240.00         |                        |            | 621,796.90         |  |            |                    |                        |   |  |  |  |   |  |  |  |
| HST                          |                                  |           |  | 145,208.47         |   | HST  |                    | 149,826.77                                     |                    |                        | HST  |                    |                        |            | 153,378.77         |   |            | 112,136.31         |                        |            | 100,911.20         |  |            |                    |                        |   |  |  |  |   |  |  |  |
| GRAND TOTAL (as per invoice) |                                  |           |  | 1,262,196.70       |   | GRAND TOTAL (as per invoice)                   |                    | 1,302,339.83                                   |                    |                        | GRAND TOTAL (as per invoice)                   |                    |                        |            | 1,233,215.50       |   |            | 877,151.20         |                        |            | 702,630.50         |  |            |                    |                        |   |  |  |  |   |  |  |  |



Mizrahi Commercial (The One) GP  
INVOICE # C1368 Invoice date: July 12, 2023  
For July 2023 Date prepared: July 14, 2023

|  |                                       |        | Mizrahi Rates in Invoice |           |             | Using 3% inflation/yr |               | Using 5% inflation/yr |                |
|--|---------------------------------------|--------|--------------------------|-----------|-------------|-----------------------|---------------|-----------------------|----------------|
| Name                                       | Title                                 | Time % | Mizrahi Rate             | Amount \$ | Rate (year) | ED Benchmark rat      | Excess charge | ED Benchmark r        | Excess charge3 |
|  | Project Director                      | 100%   | 51,742                   | 51,742    | 620,907     | 255,891               | 365,017       | 268,685               | 352,222        |
|  | VP Construction                       | 85%    | 46,835                   | 39,810    | 562,020     | 211,536               | 350,484       | 222,113               | 339,907        |
|  | Structural Site Super                 | 100%   | 41,570                   | 41,570    | 498,837     | 170,594               | 328,243       | 179,123               | 319,713        |
|  | Director Construction PM              | 100%   | 30,470                   | 30,470    | 365,640     | 170,594               | 195,046       | 179,123               | 186,516        |
|  | Super - Interiors                     | 100%   | 27,206                   | 27,206    | 326,473     | 163,770               | 162,703       | 171,959               | 154,515        |
|  | Site Super - Envelope/Elevators       | 100%   | 27,206                   | 27,206    | 326,473     | 163,770               | 162,703       | 171,959               | 154,515        |
|  | BIM Scheduler                         | 100%   | 25,871                   | 25,871    | 310,454     | 150,123               | 160,331       | 157,629               | 152,825        |
|  | PM Envelope                           | 100%   | 24,172                   | 24,172    | 290,063     | 136,475               | 153,588       | 143,299               | 146,764        |
|  | PM Structure                          | 100%   | 24,172                   | 24,172    | 290,063     | 136,475               | 153,588       | 143,299               | 146,764        |
|  | Asst Site Super - Structure           | 100%   | 15,053                   | 15,053    | 180,634     | 129,651               | 50,983        | 136,134               | 44,500         |
|  | Super - Commercial Fit Out            | 100%   | 27,206                   | 27,206    | 326,473     | 163,770               | 162,703       | 171,959               | 154,515        |
|  | APM Envelop                           | 100%   | 19,892                   | 19,892    | 238,703     | 136,475               | 102,228       | 143,299               | 95,404         |
|  | Senior Estimator                      | 100%   | 24,172                   | 24,172    | 290,063     | 102,356               | 187,707       | 107,474               | 182,589        |
|  | Coordinator - Commercial Fit Out      | 100%   | 14,455                   | 14,455    | 173,457     | 129,651               | 43,805        | 136,134               | 37,323         |
|  | Coordinator - Structure               | 100%   | 14,455                   | 14,455    | 173,457     | 129,651               | 43,805        | 136,134               | 37,323         |
|  | Materials Coordinator                 | 100%   | 12,900                   | 12,900    | 154,805     | 129,651               | 25,153        | 136,134               | 18,671         |
|  | Accountant                            | 100%   | 12,515                   | 12,515    | 150,185     | 136,475               | 13,710        | 143,299               | 6,886          |
|  | Coordinator                           | 100%   | 14,455                   | 14,455    | 173,457     | 129,651               | 43,805        | 136,134               | 37,323         |
|  | APM M&E                               | 100%   | 19,892                   | 19,892    | 238,703     | 136,475               | 102,228       | 143,299               | 95,404         |
|  | PM - Finesshes                        | 25%    | 24,172                   | 6,043     | 290,063     | 136,475               | 153,588       | 143,299               | 146,764        |
|  | General Site Super                    | 100%   | 41,570                   | 41,570    | 498,837     | 204,713               | 294,124       | 214,948               | 283,889        |
|  | Logistic Manager                      | 100%   | 14,455                   | 14,455    | 173,457     | 129,651               | 43,805        | 136,134               | 37,323         |
|  | Residential Site Super                | 100%   | 27,206                   | 27,206    | 326,473     | 163,770               | 162,703       | 171,959               | 154,515        |
|  | PM Commercial & Residential Interiors | 100%   | 24,172                   | 24,172    | 290,063     | 136,475               | 153,588       | 143,299               | 146,764        |
|  | Estimator                             | 100%   | 14,455                   | 14,455    | 173,457     | 163,770               | 9,687         | 171,959               | 1,498          |
|  | Façade Site Superintendent            | 100%   | 27,206                   | 27,206    | 326,473     | 163,770               | 162,703       | 171,959               | 154,515        |
| Total: Project Staff Costs / Excess charge |                                       |        |                          | 622,320   | 7,769,687   | 3,981,658             | 3,788,029     | 4,180,741             | 3,588,946      |
| CM Fee                                     |                                       | 5%     |                          | 31,116    | 388,484     | 79,633                | 308,851       | 83,615                | 304,870        |
| Total Mizrahi Invoice / Excess charge      |                                       |        |                          | 8,158,171 | 4,061,291   | 4,096,880             | 4,264,356     | 3,893,815             | 3,893,815      |
|  |                                       |        |                          |           |             | 52%                   |               | 48%                   |                |

Note:  
As there has been no cooperation and lack of transparency from Mizrahi on supplying the payroll cost information, the benchmark rates for construction staff are based on Ellis Don provided staff costs rates for 2021 with annual inflation

Mizrahi Development Group (The One) Inc.  
Unpaid Bills Detail  
As of 13 July 2023

|  | Type | Date      | Num    | Due Date  | Aging | Open Balance | Approval status                                     | Comments |
|--|------|-----------|--------|-----------|-------|--------------|---|----------|
| Chart Communications Inc.                |      |           |        |           |       |              |   |          |
|  | Bill | 7/1/2023  | 12388  | 7/31/2023 |       | 1,576.35     |   |          |
| Total Chart Communications Inc.          |      |           |        |           |       | 1,576.35     |   |          |
| Joy von Tiedemann Photography Inc.       |      |           |        |           |       |              |   |          |
|  | Bill | 6/27/2023 | 430107 | 7/27/2023 |       | 2,067.90     |   |          |
| Total Joy von Tiedemann Photography Inc. |      |           |        |           |       | 2,067.90     |   |          |
| Reputation.ca Ltd.                       |      |           |        |           |       |              |   |          |
|  | Bill | 6/21/2023 | 8090a  | 6/21/2023 | 22    | 4,520.00     |   |          |
| Total Reputation.ca Ltd.                 |      |           |        |           |       | 4,520.00     |   |          |
| St. Joseph Media                         |      |           |        |           |       |              |   |          |
|  | Bill | 6/22/2023 | IN3632 | 7/22/2023 |       | 19,210.00    |   |          |
|  | Bill | 7/1/2023  | IN3730 | 7/31/2023 |       | 36,802.95    |   |          |
| Total St. Joseph Media                   |      |           |        |           |       | 56,012.95    |   |          |
| TOTAL                                    |      |           |        |           |       | 64,177.20    | << See 'Summary' Less: Advertising & Promotions (C) |          |



**CONFIDENTIAL APPENDIX “26”**  
**COST TO DATE REPORT NO. 1 AS OF MARCH 12, 2024**

**CONFIDENTIAL APPENDIX OMITTED**

**CONFIDENTIAL APPENDIX “27”**  
**PROJECT BUDGET AND COST TO COMPLETE**

**CONFIDENTIAL APPENDIX OMITTED**

**CONFIDENTIAL APPENDIX “28”**  
**PRELIMINARY SCHEDULE**

**CONFIDENTIAL APPENDIX OMITTED**

**APPENDIX “29”**  
**SUMMARY OF KDC’S RELEVANT EXPERIENCE**



Knightsbridge Development corporation is a multinational corporation with offices across Canada, as well as London England and Escazu Costa Rica, services projects throughout the Americas, the UK and the EU, all of which are connected through a common DNA based on sustainable development, projects that embrace the current and the past through architectural preservation, and the principals of giving back. We view it as a relationship that places the right pieces in the right places, **Planet, People, Projects** in that order.

Knightsbridge Development Corporation (KDC) is recognized as the as the premier Development and Project Managers in Canada for large complex inner-city developed within existing communities on sites with limited laydown areas and complex logistics constraints.

KDC has had the opportunity to work on many key projects in terms of project size and firsts in terms of project types. KDC was selected, for the now completed, Well project in Toronto as the Development/Construction Managers. The project is comprised of on 3.5 million square feet of mixed-use development built on a 7.8-acre site with all heating and cooling provided by deep lake cooling, and has received LEED Platinum Certification, Platinum Well Standard Certification, as well as Platinum Wired Score Certification. The Well is the largest commercial development in Canada.

A more recent achievement is having been selected as the Development/Construction Manager by the receiver of The One project in Toronto, an 85-level mixed-use tower designed by Foster + Partners, and Canada's first Supertall building.

In addition, KDC is currently engaged on the Etobicoke Civic Centre on behalf of Enwave Energy Corporation, delivering the geothermal facility that will service the New Civic Centre as well as the surrounding developments as part of a new district energy grid.

Our project values range from \$300 million to \$1.3 Billion, with a client list that includes, but is not limited to:

- ExxonMobil / IOL
- EPCOR Energy
- Selfridges (UK, EU and Canada)
- Haworth
- Allied Properties
- RioCan REIT
- GWL

But our clients are our best spokespersons based on their testimonials:

“Knightsbridge Development Corporation has played a pivotal role in guiding The Well. Their primary responsibility was to act as the Owner's Representative for both companies. They performed this role with a great deal of professionalism. They were particularly good at managing the two companies' interests, finding common ground solutions, and ensuring that the project proceeded smoothly in very uncertain times. This was a very complicated project with two different construction managers. Despite this, KDC was able to ensure the two construction companies coordinated and stayed on task. Their experience led them to be able to provide value from the schematic phase of the project, through tendering, and finally construction.” – **EVP Development Allied Properties REIT**





“As a result of their professional approach to business and their understanding of corporate governance, Knightsbridge are held in high regards by our clients and myself, which is evident in the amount of repeat business KDC generates with clients due to their trust in KDC’s judgment and honesty in all dealings on their behalf.” – **President CDN Global Ltd.**

“Knightsbridge Development Corporation served our team as the local facilities manager for Haworth, Inc at our Calgary site. Within KDC’s facilities role they supported the overall values and vision of the Haworth organization. They were focused on customer's needs and strived to exceed expectations. They exemplified good interpersonal and communication skills in team as well as individual settings and served us as a dedicated contract member of our organization during this interim time-period between the buildings production shutdown through to the property sale.” – **Senior Facilities Engineer Haworth**

“I am so proud to have worked on The Well with KDC, you taught us so much.” – **SVP Tridel**

“It was a pleasure working with you on the Well and I have no doubt we will work together again in the future.” – **Principal Adamson Architects**

“The services that KDC provide are world class. Providers of this caliber don't come along often; DeVry was lucky to have the experience that KDC provided to guide DeVry through a complex transition.” – **Manager, DeVry Real Estate**

**APPENDIX “30”**  
**ISSUES LOG FROM KDC**

## The One - Issues Log

| Observation   | Industry Standard Practice   | Comments   |
|---|--|--|
| Procurement process is disjointed - Contracts are not immediately entered into and instead LOIs are issued while contracts continue to be negotiated and often modified from the boiler plate after award   | Boilerplate is rolled up to the conditions of the CM contract, and completed after bid leveling and Owner approval and signed copies returned to the Owner within 10 business days   | Demonstrates a lack of governance, control and fiscal responsibility by the CM Team  |
| Based on observations in the scheduling meeting there appears to be a disconnect, because of a lack of a single leader, with respect to the coordination of activities between the siloed Project Managers.   | Standard practice is to have the SR. PM of Project Director be an umbrella over the PMs and a General Superintendent be the same over the Site Superintendents. This practice provides over all project direction and coordination and sequencing of the work.   | Better high level management is required versus that date with a direct tie in of the Scheduler as well as trade buy-in on the scheduling. |
| Based on our observations in the Uncommitted work meeting with Esteban it is evident he does not have a total understanding of the process in its fundamental terms. – No budget items listed within the document, with all left blank so there is no ability for comparative analysis against budget | Normally a project would have a Procurement Team (2-3 people) and a project accountant. This results in tighter controls and oversight as the Sr. PM or Project Director validates the work and the packages prior to the commitments being issued to the Owner for signature (creator and verifier are never the same person) | Team is not adequately structured and needs to be realigned and strengthened for a project of this size and complexity.                    |
| No formal Change Management process appears to exist  | Normally a commitments meeting is held every 1 or 2 weeks by the CM with the Owner to review change requests, RFIs requiring a change request, pending changes (including ones being priced) etc.  | KDC and A&M are initiating this practice starting the week of November 20th however it requires the CM to be bound by it.                  |

## The One - Issues Log

| Observation  | Industry Standard Practice  | Comments  |
|--|---|---|
| Due to blurred lines between the Owner and the CM (result of the two being the same ownership structure) the consultants role has been diminished and there is less policing of the CM than expected | Standard practice is that the Consultants insulate the Owner from the CM on a day to day basis, regulate and instruct the CM, verify work underway and certify payments based on their observations   | With the new structure and MI only being the CM and not the Owner, this is a perfect time to correct this as the consultants now are working for the Receiver. Suggest that certification of Payments be added to the Architects' (Core) scope of services.                             |
| Use of Procore is not to the potential of the software programs and the data was found to be not up to date with documents waiting to be uploaded into Procore. (Currently still a work in progress) | Procore is used by most CMs and during its set up there is a lot of customization done to create all the CM specific forms, contracts, POs and LOIs, etc. This results in all documents being created within Procore and distributed through Procore. | It is too late in the project for MI to correct the ability to do everything in Procore directly, however increased diligence needs to be practiced by MI when documents are created that there is a seamless process of uploading all files to Procore that form part of the document. |
| Esteban in addition to running the construction project is also pricing suite modifications.   | This is normally carried out by a separate team who interface as required with the main CM team   | Esteban is already over burdened and is the bottleneck on many issues. There needs to be an overall redistribution of his areas of control and responsibility as he does delegate when left up to his discretion  |

## The One - Issues Log

| Observation  | Industry Standard Practice   | Comments  |
|--|--|---|
| The CM team and specifically Esteban consistently does not meet deliverable requests, such as update budget information for the cost log, template of the standard sub-trade contract, schedule updates, etc.                  | a CM on a project of this size would have had a system in place to provide all of items requested by an Owner, and all standard contracts would have been submitted for Owner's review and compliance that the sub-trade contracts roll up to the terms and conditions of the CM contract related to, but not limited to schedule. Once approved the sub-trade contract becomes locked and is not able to be modified. | There needs to be a clear understanding that the role of Owner is now the receiver and that all requests for information, updates, and reporting needs to be met.   |
| Inaccurate and out of date scheduling as was demonstrated on November 15th when just before the scheduling meeting it had to be cancelled due to the schedule being flawed and inaccurate as a result of the task link errors. | Standard practice is to issue a schedule update monthly, where the schedule includes a current level of completion for each task in the schedule. The schedule is generally driven by the Superintendents working with the trades to obtain feed back on the schedule.   | Altus should take the Primavera schedule when available next week and do a detailed scrub of the P6 file versus a PDF copy and prepare a report on the accuracy of the schedule and the proficiency of the scheduler to determine if there is a competency issue. |
| CM fees charged on top of CM staff costs (and on top of mark-up on actual staff costs). Staff Cost to date (per Altus report 51) is  | CM fees charged cover all CM staff and management costs for the Works  | The current practices related to CM Fees and their lack of alignment to industry practices needs to be addressed and adjusted   |
| A Project Controls Manager does not exist  | A Project Controls Manager is appointed to report on cost metrics (cost incurred, cost to complete, CPI index, SPI, variances)   | Staffing of the project needs to be adjusted to reflect the current phase of the project and the correct positions added as well as redundant positions eliminated.   |

## The One - Issues Log

| Observation   | Industry Standard Practice   | Comments   |
|---|--|--|
| Project Status progress data is unrealistic and unsupported by facts. The October 2023 report shows 83% progress. Site tours by third parties including Altus and KDC show progress is between 20-30% | Schedule and progress status reports are provided in monthly reports and are reasonable, useful and reliable to assess project status  | Monthly reports need to be re-designed to include a financial snapshot of the current project budget and projected cost to complete as well as a variance report from the previous month |
| Monthly reports issued by MI contain a section (1.2.1) in the monthly reports that have empty cells and no information on forecast start dates of finish dates for milestones                         | Milestone Tracking is performed on a monthly basis, reporting on root causes for delays and mitigation actions   | The monthly reports need to include a monthly schedule update including any variances in the schedule from the previous month.   |
| A list of Change Orders exists in Procore, however the column titled "Designated Reviewer" shows many "Unassigned" Designated Reviewers.  | Change Orders for contracts are tracked against budget to ensure before a Change is approved the overall commitment is still within budget. There are assigned reviewers and approvers within the Project Management Team for reviewing costs and change orders.                       | The use of Procore needs to be addressed in terms of the features and reports available and the accuracy of reporting increased.   |
| Section 1.3 of monthly report is not updated to show delays in 2023. There are multiple and accumulating delays in 2023, including delays by Gamma on the curtain wall work that are not reported     | Status of delays and root causes of delays are analyzed on an ongoing basis by the Construction Manager and the Project Controls Manager. The delays caused by subtrades are quantified and subtrades are held accountable for delays, with cost of delays off-set from their invoices | The monthly report needs to include a risk registry as well as a summary oof any claims, delays (cause and impact) and documented back charges   |

## The One - Issues Log

| Observation  | Industry Standard Practice  | Comments   |
|--|---|--|
| No updates on level of progress for design activities by discipline in the monthly reports   | Design status and progress is updated on a weekly and monthly basis   | The weekly and monthly reports need to be expanded to include a detailed summary on current design issues and where there is a potential delay to the schedule associated with the issue it should also be included in the risk registry |
| No holdback applied on key vendor invoices   | Statutory Holdback of 10% applied per Construction Act in Ontario, in order to provide security over defects in the warranty period as well as an additional 3% hold back for deficient work  | Hold back practices need to be adjusted to meet the industry standard including the additional 3% hold back as a separate hold back for repair of deficient work   |
| No budget management or cost control on the project. The accounting is done externally and the budgets are also done externally. As a result a project cost and financial management ERP system is not being used. | Cost accounting performed by project staff embedded in the project. The cost accounting (invoices and accruals incurred) informs quarterly and annual budgeting efforts by the project team. The Project Director and the Project CFO or Commercial Director are in charge of implementing standard cost management and cost accounting processes | There is a need for an immediate change in reporting in terms of Cost Logs, Change Order Logs, FRI Logs, SI Logs, etc. al focusing on accuracy of reporting and up to date information   |
| Micro-management of small supplies leading to lack of control and tracking as well as taking on unnecessary risk in the interface with the trades for late supplies  | Supply of small tools and materials included in key trade subcontracts to benefit from buying power from trades and avoid micro-managing small items directly   | This needs to be reviewed based on the sub-trade bidding, and in new sub-trade contracts it must be included to avoid double costs.  |

## The One - Issues Log

| Observation   | Industry Standard Practice   | Comments   |
|---|--|--|
| No formal procurement plan and strategy documentation, no procurement dates in schedule, no consideration of procurement delay risk in schedule | A Commercial / Procurement Manager is appointed to prepare a Procurement Strategy and Plan, call for tenders, negotiate and execute contracts with all subtrades and suppliers                     | Staffing of the project needs to be adjusted to reflect the current phase of the project and the correct positions added as well as redundant positions eliminated, especially related to procurement and the creation of a procurement team   |
| No quality management program, leading to risk of cost overruns   | A Quality Assurance Manager is appointed to prepare a full QA/QC plan that includes inspection and test plans (ITP's) for all key materials, including concrete , rebar, curtain wall, steel, etc. | The need for a QA/QC Manager is a key part of the project controls as this person within a CM organization also tracks corrective measures and remedial work and assurance that all items noted as need resolution have been closed out to the satisfaction of the Owner (receiver in this case) |



**CONFIDENTIAL APPENDIX “31”**  
**EXCERPTS FROM THE ALTUS REPORTS**

**CONFIDENTIAL APPENDIX OMITTED**

**APPENDIX “32”**  
**MI’S MONTHLY CONSTRUCTION MANAGEMENT REPORT FOR OCTOBER 2023**



**MIZRAHI**

DESIGN / BUILD

**THE ONE Retail and Residential Project**

**Monthly Status Update Report No. 74**

**October 20<sup>th</sup>, 2023**

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## **Appendices**

Appendix A: Construction Progress Forecast

Appendix B: Organization Chart

Appendix C: Permit Status Matrix

Appendix D: Site Layout

Appendix E: Daily Log Manpower Report

Appendix F: Safety Report

Appendix G: Look Ahead Schedule

Appendix H: Master Schedule

## **EXECUTIVE SUMMARY**

### **1. SUMMARY**

As of October 29, 2020 the Construction phase of the project has been assumed by Mizrahi Inc.. The scope of work for the Construction phase include design assistance, estimating services, project schedule, subcontractor & supplier bid documentation, and site planning.

#### **1.1. Project Safety Highlights**

Safety continues to be of utmost importance to Mizrahi and is tracked on a monthly basis.

| <b>Safety Item</b> | <b>This Month</b> | <b>Total to Date</b> |
|--------------------|-------------------|----------------------|
| First Aid          | 1                 | 24                   |
| Medical Aid        | 0                 | 25                   |
| Critical Injury    | 0                 | 0                    |
| Near Miss          | 1                 | 40                   |
| MOL Visit          | 1                 | 20                   |

#### **1.2. Project Schedule Highlights**

Previously, the former Construction Management service provider had updated the Master Schedule to Version R60.1. Due to Ownership concerns about the R60.1 schedule, Mizrahi has regenerated a revised first draft of the project schedule, **Master Schedule, version R62, dated December 31, 2020**. Mizrahi is still in the process of reviewing and the finalizing the schedule. The project now indicates approximately 73 month duration. Mizrahi has its team reviewing all the construction activities and their sequencing and inter dependencies, in consultation with the trade contractors, and monitoring activities daily. Mizrahi anticipates that a final version of the schedule will be generated by December 2021.

The current Master Schedule is shown at the bottom of this report. Current site activities are:

- The former Construction Manager stated in the October Status report that project issues had pushed the project with delay days at 202 days with a project Substantial Completion date of September 6<sup>th</sup>, 2023 [Mizrahi does not accept this revised date and is currently re-evaluating the master schedule]:
  - Plumbers Strike – 20 days (June 10<sup>th</sup>, 2019 to August 10<sup>th</sup>, 2019)
  - Stop Work Order – 34 days (December 12<sup>th</sup>, 2019 to March 9<sup>th</sup>, 2020)
  - COVID-19 – 34 days (March 23<sup>rd</sup>, 2020 to May 11<sup>th</sup>, 2020)
  - Above Grade Permit – 80 days (May 12<sup>th</sup>, 2020 to August 31<sup>st</sup>, 2020) – Permit was received
  - Site Remobilization – 17 days (August 31<sup>st</sup>, 2020 to September 24<sup>th</sup>, 2020)
  - Manpower and Productivity – 21 days (September 21<sup>st</sup>, 2020 to October 19<sup>th</sup>, 2020) [Mizrahi does not agree with this delay.]

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- Project schedule items that remain a concern include:
  - Interior Design for Hotel and Restaurant Facilities
- Project activities started, or ongoing, on site this month include:
  - South side:
    - As of May 20, 2023, Clifford work on heritage façade restoration ongoing.
    - Clifford scaffold installation complete on New Yonge Street façade – L1M to L3 (along GL Hx and between GL 8-10) on May 10, 2023.
    - Cult completed miscellaneous metals framing on New Yonge Street façade – L1M to L3 (along GL Hx and between GL 8-10) on May 16, 2023.
  - Tower:
    - Level 32 tower slab poured on June 15, 2023.
    - Level 22 corner slab poured on June 16, 2023.
    - Level 6 amenity steel (Phase 1) completed on June 19, 2023.
    - Level 32-33 mega-walls poured on June 22, 2023.
    - Level 33 tower slab poured on June 29, 2023.
    - Level 26-27 lobby walls poured on June 26, 2023.
    - Level 23 corner slab poured on June 27, 2023.
    - Level 27 lobby slab poured on June 30, 2023.
    - Level 33-34 mega-walls poured on July 5, 2023.
    - Level 27-28 lobby walls poured July 6, 2023.
    - Level 24 corner slab poured on July 7, 2023.
    - Level 34 tower slab poured on July 11, 2023.
    - Level 28 lobby slab poured on July 12, 2023.
    - Level 34-35 mega-walls poured on July 14, 2023.
    - Level 28-29 lobby walls poured on July 17, 2023.
    - Level 25 corner slab poured on July 18, 2023.
    - West Bank structural steel completed on July 18, 2023.
    - Level 35 tower slab poured on July 20, 2023.
    - Level 25 to 31 (Tier 5) steel strut installation finished on July 20, 2023.
    - Level 29 lobby slab poured on July 21, 2023.
    - Level 35-36 mega-walls poured on July 24, 2023.
    - Level 29-30 lobby walls poured on July 25, 2023.
    - Crane raise to seventh position – two tower sections and tie-in to Level 14/31. Started on July 27/23 and completed on July 29/23.
    - Level 36 tower slab poured on July 31, 2023.
    - Level 26 corner slab poured on August 1, 2023.
    - Level 30 lobby slab poured on August 2, 2023.
    - Level 36-37 mega-walls poured on August 3, 2023.
    - Level 30-31 lobby walls poured on August 8, 2023.
    - Level 27 corner slab poured on August 10, 2023.
    - Level 37 tower slab (lower) poured on August 11, 2023.
    - Level 37 tower slab (upper) poured on August 15, 2023.
    - Level 31 lobby slab poured on August 16, 2023.
    - Level 31-32 lobby walls poured on August 17, 2023.
    - Level 28 corner slab poured on August 18, 2023.
    - Level 37-38 mega-walls poured on August 25, 2023.
    - Level 29 corner slab poured on August 28, 2023.



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- Level 32 lobby slab poured on August 31, 2023.
- Level 32-33 lobby walls poured on September 5, 2023.
- Level 30 corner slab poured on September 6, 2023.
- Level 38 tower slab poured on September 7, 2023.
- Level 38-39 mega-walls poured on September 18, 2023.
- Level 31 corner slab poured on September 19, 2023.
- Level 33 lobby slab poured on September 20, 2023.
- Level 33-34 lobby walls poured on September 21, 2023.
- Level 31 to 37 (Tier 6) steel strut installation on September 23, 2023.
- Level 39 transfer beams poured on September 27 & 28, 2023.
- Level 34 lobby slab poured on September 29, 2023.
- Level 39 tower slab poured on October 2, 2023.
- Level 34-35 lobby walls poured on October 3, 2023.
- Level 32 corner slab poured on October 3, 2023.
- Level 39-40 mega-walls poured on October 4, 2023.
- Level 33 corner slab poured on October 12, 2023.
- Level 40 tower slab poured on October 13, 2023.
- Level 40-41 mega-walls poured on October 16, 2023.
- Level 35 lobby slab poured on October 16, 2023.
- Level 35-36 lobby walls poured on October 17, 2023.
- Level 34 corner slab poured on October 19, 2023.
- Below Grade:
  - Continued MEP work in parking levels and Concourse
  - Fire protection is complete to concourse level. Remaining fire protection around car stackers to be completed once stackers are in place. Final modifications on the sprinkler are being completed.
  - Painting is completed up to P2 level.
  - Parking ramp topping pour #1 completed on October 26, 2022.
  - Parking ramp topping pour #2 completed on October 27, 2022.
- Ground Floor Tenant Space:
  - SEELE demobilized from the ground floor space on Oct 15<sup>th</sup>
  - Ground Floor Tenant Handover inspection occurred on Oct. 27, 2021.
- Site Servicing:
  - Yonge Street services connections Yonge St services were completed
  - Bloor Street services - Completed
  - Balmuto Lane – Vipe completed the storm connection
  - Enbridge Gas line, in Balmuto Lane, has been completed.
- Tower Envelope:
  - As of April 20, 2023, EBES (Exterior Building Envelope System) is complete to the Level 6, except at south elevation between mega columns and at SW mega column
  - Installation of the Rail Climbing System (RCS) for the exterior building envelope system, starting at level 7 started April 15, 2023.
  - The RCS is not 100 % complete. The south elevation panels are yet to be installed.
  - The RCS east elevation use sign off was on July 23, 2023 with climbing sign off occurring on August 10, 2023.
  - The RCS north elevation use sign off was on July 26, 2023 with climbing sign

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off occurring on August 15, 2023.

- The RCS west use sign off was on Aug 26, 2023 with climbing sign off targeted for Sept 11, 2023.
- The initial RCS jump on the east elevation took place on August 11, 2023.
- The initial RCS jump on the north elevation took place on August 16, 2023.
- Initial RCS jump on west elevation has yet to occur, as of August 20, 2023.
- Level 7 curtain wall started on July 19, 2023 and is not 100% complete. The last frame at the mega SW mega column is not installed since Gamma is required to do this on off hours so the hoist is not shut down. The second last frame was installed on August 9, 2023. The aluminum panels on L7 have only been installed on the east, North and West elevations (however, deficiency issues need to be addressed on the west panels).  
Level 8 curtain wall started on August 11, 2023. As of Sept. 20, 2023, is approx. 50 % complete. Some level 8 aluminum panels on east and North have also been installed.
- Initial RCS jump on west elevation took place on October 5, 2023
- Level 7 curtain wall installation started on July 19, 2023 and the second last frame was installed on August 9, 2023. The last frame was delayed due to hoist and was installed on August 28, 2023. As of Oct. 20, 2023, the aluminum panels on L7 are not complete with partial south elevation outstanding.
- Level 8 curtain wall installation started on August 9, 2023 and finished on September 23, 2023. As of Oct. 20, 2023, the aluminum panels on L8 are not complete with the south elevation outstanding.
- Level 9 curtain wall installation started on September 6, 2023 and finished on September 30, 2023. As of Oct. 20, 2023, the aluminum panels on L9 are not complete with the south elevation outstanding.
- Level 10 curtain wall installation started on September 20, 2023 and, as of Oct. 20, 2023, is currently 98% complete. As of Oct. 20, 2023, the aluminum panels on L10 are currently being installed with roughly 50% complete.
- Level 11 curtain wall installation started on October 3, 2023 and, as of Oct. 20, 2023, is currently on the south east corner. This installation has been delayed due to layout issues that need to be addressed prior to installation continuing.
- Level 17 and 18 louvre wall system commenced installation on Sept. 26, 2023.

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**1.2.1. Milestone Tracking**

|  |  | (based on Schedule Issued March 28/23) |                    |  |                 |                  |
|--|--|--|--------------------|--|-----------------|------------------|
| Project Major Milestone  |  | Forecast<br>Start                      | Forecast<br>Finish |  | Actual<br>Start | Actual<br>Finish |
| Install ACS  |  | May 31 22                              | Jun 30 22          |  | May 31 22       | Jul 27 22        |
| Podium Curtain Wall Installation ( Levels 3 to 6 )                       |  | Nov 12 22                              | May 12 23          |  | Nov 14 22       | Mar 10 23        |
| Parking Levels Completed ( occupancy )                                   |  |  | Mar 30 24          |  |                 |                  |
| Structure Complete to Level 19   |  |  | Jan 11 23          |  |                 | Jan 11 23        |
| Landscaping Complete   |  |  | May 31 24          |  |                 |                  |
| West Bank Hotel Shuttle Elevators Complete                               |  |  | May 31 24          |  |                 |                  |
| Hotel Curtain Wall Complete ( Except Hoist Suites )                      |  |  | Nov 30 23          |  |                 |                  |
| Hotel Fitout Commence  |  | May 23 23                              |                    |  |                 |                  |
| Hotel Elevators Complete   |  |  | Apr 5 24           |  |                 |                  |
| Hotel Fitout Complete  |  | TBD                                    | TBD                |  |                 |                  |
| Fitout of KSF Commence   |  | Mar 22 22                              |                    |  |                 |                  |
| Tower Level 17 & 18 Mechanical Room Commissioned                         |  |  | Jan 23 24          |  |                 |                  |
| Structure Complete to Level 39   |  |  | Oct 2 23           |  |                 | Oct 2 23         |
| Tower Curtain Wall Installation ( Levels 19 to 36 - excl. hoist Suites ) |  | Jan 29 24                              | Jul 26 24          |  |                 |                  |
| Low Rise Suites Fitouts Commence   |  | Sep 8 23                               |                    |  |                 |                  |
| Structure Complete to Level 59   |  |  | Mar 8 24           |  |                 |                  |
| Tower Curtain Wall Installation ( Levels 39 to 56 - excl. hoist Suites ) |  | Feb 1 24                               | May 15 24          |  |                 |                  |
| Tower Level 37 & 38 Mechanical Room Commissioned                         |  |  | May 16 24          |  |                 |                  |
| Mid Rise Suites Fitouts Commence   |  | Feb 6 24                               |                    |  |                 |                  |
| Fitout of KSF Complete   |  |  | Jan 31 24          |  |                 |                  |
| Structure Complete to Level 79   |  |  | Aug 30 24          |  |                 |                  |
| Structure Complete to Roof   |  |  | Sep 5 24           |  |                 |                  |
| Low Rise Suites Client Turnover ( Levels 19 to 37 )                      |  |  | Jul 25 24          |  |                 |                  |
| Low Rise Elevators Complete ( Levels 6 to 56 )                           |  |  | Aug 20 24          |  |                 |                  |
| Tower Level 57 & 58 Mechanical Room Commissioned                         |  |  | Oct 18 24          |  |                 |                  |
| Tower Curtain Wall Installation ( Levels 59 to 76 - excl. hoist Suites ) |  | Jun 7 24                               | Sep 12 24          |  |                 |                  |
| Mid Rise Suites Client Turnover ( Levels 39 to 57 )                      |  |  | Dec 9 24           |  |                 |                  |
| Tower Curtain Wall Installation ( Levels 79 to 85 - excl. hoist Suites ) |  | Sep 30 24                              | Nov 28 24          |  |                 |                  |
| Tower Level 77 & 78 Mechanical Room Commissioned                         |  |  | Dec 20 24          |  |                 |                  |
| High Rise Suites Client Turnover ( Levels 59 to 77 )                     |  |  | Feb 13 25          |  |                 |                  |
| High Rise Elevators Complete ( Levels 6 to 82 )                          |  |  | Aug 26 24          |  |                 |                  |
| High Rise Suites Client Turnover ( Levels 79 to 85 )                     |  |  | Mar 14 25          |  |                 |                  |
| Penthouse Elevators Complete ( Levels 82 to 85 )                         |  |  | Dec 27 24          |  |                 |                  |
|  |  |  |                    |  |                 |                  |

### 1.3. Project High Level Overview Status

| <b>Schedule Status – October 2023</b>           |                      |   |  |
|---|----------------------|---|--|
| March 2025 Completion<br>Schedule<br>% Complete | Actual<br>% Complete | March 2025 Completion<br>Schedule vs Actual<br>% Variance | March 2025 Completion<br>Schedule vs Actual<br>Days Variance |
| 80.12 %   | 82.98 %              | 2.85 %  | TBD  |

Refer to Appendix A for the Construction Progress Forecast.

| <b>Delay Status – October 2023</b>                               |   |
|--|---|
| Main Factor  | Days of Delay   |
| Underslab Drainage Operator Strike                               | 20  |
| Stop Work Order  | 34  |
| COVID-19   | 34  |
| Above Grade Permit   | 80 (up to August 31 <sup>st</sup> , 2020)             |
| Site Remobilization  | 17 (up to September 24 <sup>th</sup> , 2020)          |
| Manpower and Productivity  | 21 (up to October 21 <sup>st</sup> , 2020) *          |
| Less Days Earned Back  | (12)  |
| Impact Due to Crane # 3 Issues                                   | 35 (Impact due to crane tiebacks yet to be confirmed) |
| Impact Due to Toronto Hydro                                      | 0 (but, impacts u/g opening)                          |
| Impact 5 <sup>th</sup> Floor Design Change                       | 33  |
| Impact 5 <sup>th</sup> Floor Walls Design Change                 | 20  |
| (6 <sup>th</sup> to 7 <sup>th</sup> ) Formwork Fire (Jan. 21/22) | 15  |
| Labour Strike  | 15  |
| <b>TOTAL</b>   | <b>312</b>  |

The below table shows current potential schedule impacts as an initial estimate only. The feedback from the Trades, currently under contract on R59, has been that manpower is the limiting factor. They will continue to identify improvements. The finishing trades tenders will include for acceleration.

| <b>Schedule improvements – October 2023</b>                    |             |                 |             |                 |
|--|-------------|-----------------|-------------|-----------------|
| Potential areas of improvement                                 | Potential   |                 | Actual      |                 |
|  | Cost impact | Schedule impact | Cost impact | Schedule Impact |
| Extended work hours (up to 6am – 10pm)                         | TBC         | 6 months        |             |                 |
| Modular build  | TBC         | 4 months        |             |                 |
| Modular penthouse schedule                                     | TBC         | 3 months        |             |                 |
| Steel frame schedule   | TBC         | 5 months        |             |                 |
| Bonus incentives   | TBC         | TBC             |             |                 |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> shift for finishing trades | TBC         | 3 months        |             |                 |
| Mandatory Saturday for finishing trades                        | TBC         | 3 months        |             |                 |

\* Potential cost and schedule impacts are only an estimate until a formally executed change is captured.

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| <b>RFI Status – October 2023</b> |             |                  |
|----------------------------------|-------------|------------------|
| RFIs Issued to Date              | RFIs Closed | RFIs Outstanding |
| 999                              | 959         | 40               |

| <b>Submittal Status – October 2023</b> |                   |                        |                    |
|--|-------------------|------------------------|--------------------|
| Submittals Received                    | Submittals Closed | Submittals Outstanding | Submittals Overdue |
| 2553                                   | 2433              | 120                    | 94                 |

#### **1.4. Work Progress: Summary for This Period and Planned for Next Period**

Refer to Appendix G – Look Ahead Schedule for Planned Work for Next Period.

| Major Works                   | Item Description | Work % Complete This Period |
|-------------------------------|------------------|-----------------------------|
| <b>Heritage Restoration:</b>  |                  |                             |
|                               | Masonry          | 96.04 %                     |
| <b>Below Grade Structure:</b> |                  |                             |
|                               | MEP              | 92.36 %                     |
|                               | Finishes         | 82.96 %                     |
| <b>Tower:</b>                 |                  |                             |
|                               | Structure        | 43.15 %                     |
|                               | Envelope         | 22.07 %                     |
|                               | MEP              | 18.33 %                     |
|                               | Finishes         | 2.99 %                      |
| <b>South Podium:</b>          |                  |                             |
|                               | Structure        | 100 %                       |
|                               | Envelope         | 98.00 %                     |
|                               | MEP              | 60.05 %                     |
|                               | Finishes         | 6.96 %                      |
| <b>West Podium:</b>           |                  |                             |
|                               | Structure        | 100 %                       |
|                               | Envelope         | 50.00 %                     |
|                               | MEP              | 29.99 %                     |
|                               | Finishes         | 8.86 %                      |



## **2. PROJECT TEAM**

### **2.1. Organization Chart**

The organization chart is updated on a regularly based on staff changes on the project. The chart will include all individuals at every level at Mizrahi that will be working on the One Bloor Project.

Refer to Appendix B for the Organization Chart.

### 3. DESIGN STATUS

#### 3.1 High Level Milestones

| Milestone                                       | Target Date    | Actual Date                                       | Notes  |
|---|----------------|---|--|
| Architectural IFC<br>– Below Grade              | July 2, 2019   | May 31, 2023                                      | Issued for Information drawings released on July 12, 2019.<br>Issued for Construction drawings released on May 31, 2023.                 |
| Architectural IFC – Podium                      | April 5, 2019  | May 31, 2023                                      | Issued for Information drawings released on July 12, 2019.<br>Issued for Construction drawings released on May 31, 2023.                 |
| Structural IFC – Podium                         | March 8, 2019  | January 11, 2019                                  |  |
| Structural IFC – Tower                          | April 17, 2020 | May 1, 2020                                       | Tower Structural Issued for Construction drawings released on May 1, 2020.   |
| Electrical IFC –<br>Underground to<br>Concourse | June 14, 2019  | June 28, 2019                                     | P4 to L2 M&E IFCs were issued June 28, 2019.   |
| Electrical IFC – Ground to<br>L85               | June 14, 2019  | July 16, 2019<br>August 19, 2019<br>July 14, 2023 | L3 to L6 M&E IFCs were issued July 16, 2019.<br>L7 to L18 IFCs were issued August 19, 2019.<br>L19 to L85 IFCs were issued July 14, 2023 |
| Mechanical IFC<br>– Underground to P2           | June 14, 2019  | June 28, 2019                                     | P4 to L2 M&E IFCs were issued June 28, 2019.   |
| Mechanical IFC – P1 to L6                       | June 14, 2019  | July 16, 2019                                     | L3 to L6 M&E IFCs were issued July 16, 2019. P1 sprinkler IFCs resubmitted the week of December 16, 2019.                                |
| Mechanical IFC – L7 to L18                      | July 30, 2019  | August 19, 2019                                   | L7 to L18 M&E IFCs were issued August 19, 2019.  |
| Mechanical IFC – L19 to<br>L85                  | July 30, 2019  | July 14, 2023                                     | L19 to L85 M&E IFCs were issued July 14, 2023.   |

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| Milestone   | Target Date      | Actual Date   | Notes   |
|---|------------------|---|---|
| Interior Design:<br>Hotel Design IFC – P1                         | November 4, 2019 | 100% CD issued<br>April 9, 2020   | The last Mechanical update was issued under MSI-034 (SI-122) on Oct 8th, 2020.  |
| Interior Design:<br>Hotel Design & Bar Buca IFC<br>– Ground Floor | November 4, 2019 | 100% CD for Bar Buca ONLY issued<br>December 17, 2020<br><br>Fit-up issued on<br>January 29, 2021.  | Bar Buca 100% CD is complete. However, this needs to be reissued to incorporate Level 3 and 4 and as one whole package for King Street Food after those floors are finalized and complete.  |
| Interior Design:<br>Hotel Design IFC<br>– Level 3 to 4            | October 15, 2021 | Sleeving<br>Coordination for<br>Level 4 issued<br>November 18, 2020.<br><br>90% CD for Level 3<br>was issued<br>April 30, 2021.   | 90% CD issued (Level 03)<br>April 30, 2021<br><br>Level 4 - Concept is being finalized. Issuance dates TBD<br><br>Comments for Level 3 100% have been received and the drawings have been updated to reflect all comments. However, the issuance is on hold until Level 4 is at 50% CD Issuance. KSF might request minor revisions to drawings on Level 3 as Level 4 is developed. Due to this reason, Level 3 and 4 100% CD will be issued together.<br><br>Level 3 90% CD has been reissued on July 16, 2021<br><br>90% CD for Level 4 TBD<br>100% CD for Level 4 TBD |
| Interior Design:<br>Hotel Design IFC<br>– Level 2, 5 and 6        | June 25, 2021    | 50% CD for Level 2<br>issued October 15,<br>2020.<br><br>50% CD for Level 5<br>and Level 6 issued<br>October 15, 2020.<br><br>90% CD Issued on<br>March 26, 2021.<br><br>100% CD Issuance<br>on June 18, 2021 | After 90% CD issuance, on March 26, 2021, the consultants received comments from Hyatt on April 19, 2021. Hyatt had requested a mid-review prior to 100% CD Issuance<br><br>100% CD was issued on June 11, 2021 by all the consultants. Mechanical consultant was given an additional week to complete the work due to BIM clash detections. The complete 100% CD package was issued on June 18, 2021. Minor changes to Level 2, 5 and 6 Interior finishes. Level 2, 5 and 6 ID Drawings yet to be reissued. TBD  |



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| Milestone   | Target Date   | Actual Date   | Notes   |
|---|---------------|---|---|
| Interior Design:<br>Hotel Design IFC<br>– Tower (includes suites) | June 25, 2020 | 100% DD Set issued<br>October 19, 2020<br><br>Mock-up Room<br>(MUR) Package re-<br>issued on April 16,<br>2021. | ID (Design Agency) - 100% DD<br>Set issued October 19, 2020<br><br>100%CD for Mock-up suite was<br>issued on February 19, 2021. Few<br>updates have been made and<br>reissued on April 16, 2021.<br><br>90% CD, for Hotel suites and<br>Guestrooms, currently expected<br>November 25, 2021.<br><br>50% ID Issuance on November<br>25, 2021<br><br>Design Coordination for Hotel<br>suites is currently on-going.<br>Design Agency has already issued<br>drawing packages with the<br>following:<br><ul style="list-style-type: none"> <li>• Typical 7th-10th Floor,<br/>and 12th-15th Floor Overall Plan</li> <li>• 11th Floor Overall Plan</li> <li>• 16th Floor Overall Plan</li> <li>• FF&amp;E Layout Plans (15<br/>room types)</li> <li>• Reflected Ceiling Plans (15<br/>room types)</li> <li>• Power &amp; Communication<br/>Plans (15 room types)</li> </ul><br>100% CD Date – TBD; To be<br>issued after the review of the<br>mock-up suites is complete. |

| Milestone                          | Target Date          | Actual Date       | Notes   |
|------------------------------------|----------------------|-------------------|---|
| Residential Tower Fit Up<br>100%DD | November 13, 2020    | November 26, 2020 | Issued November 26, 2020  |
| Residential Tower Fit Up<br>90%CD  | November 19,<br>2021 | Februar. 18, 2022 | 90% CD Issued on February 18,<br>2022   |
| Residential Tower Fit Up<br>100%CD | December 3, 2021     | January 5, 2023   | 50% ID Set has been issued on<br>October 15, 2021.<br>100 % CD Issued on January 5,<br>2023 |

### 3.2 Detailed Milestones

| Milestone  | Target Date      | Actual Date     | Notes   |
|--|------------------|-----------------|---|
| Above Grade Roofing and Waterproofing<br>– Updated Specifications & Drawings | March 29, 2019   | July 12, 2019   | Delayed due to changes on the 6 <sup>th</sup> floor podium/pool area.<br><br>Above Grade Roofing and waterproofing drawings were issued July 12, 2019 |
| Electrical IFC (L18 down) – Comments   | March 29, 2019   | August 16, 2019 | Issued August 16, 2019.   |
| Mechanical Residential Tender  | October 30, 2020 | July 9, 2020    | Issued July 9, 2020   |
| Mechanical IFC (L18 down) – Comments   | March 29, 2019   | April 26, 2019  | Issued August 26, 2019.   |
| Structural Setting Out Drawings (Ground Floor)                               | April 5, 2019    | May 29, 2019    | POC for interior design finalized in July 2020 and installed for pour.  |
| Setting Out Drawings (Tower)   | July 8, 2019     | July 8, 2019    | Elevations only.  |

| Milestone                | Target Date       | Actual Date       | Notes  |
|--------------------------|-------------------|-------------------|--|
| Tower Fit Up 90%CD       | February 25, 2021 |                   | TBD  |
| Tower Fit Up 100%CD      | April 8, 2021     |                   | TBD  |
| Residential Tower 100%DD | November 13, 2020 | November 26, 2020 | Issued November 26, 2020   |
| Residential Tower 50%CD  | October 1, 2021   |                   | Design Agency is currently waiting on Mizrahi to provide comments on 100% DD. The residential coordination meetings are taking place biweekly, and are aiming for a 50% CD issuance on October 1, 2021 |
| Residential Tower 90%CD  | November 19, 2021 |                   | Aiming for the 90% CD Issuance in November 30, 2021  |
| Residential Tower 100%CD | December 3, 2021  |                   | 50% ID Set has been issued on October 15, 2021. This will be complete by end of December 2021.   |

### **3.3 Design Coordination Meetings**

The project has established weekly design meetings with Core/Foster and the consultants at the Toronto downtown office locations. The meetings are chaired by Core and are attended by Mizrahi, and the consultants. Currently, the following companies have been engaged by Mizrahi:

| <b>Company Name</b>             | <b>Consultant / Engineer</b>           |
|---------------------------------|--|
| Foster + Partners               | Design Architect                       |
| CORE Architects                 | Architect of Record                    |
| MCW Consultants                 | Mechanical & Electrical Consultant     |
| RJC                             | Structural & Envelope Consultant       |
| BA Group                        | Traffic Consultant                     |
| Terraprobe                      | Groundwater/Shoring/Geotech Consultant |
| Isherwood                       | Shoring Engineer of Record             |
| Jensen Hughes                   | Building Code Consultant               |
| The Planning Partnership        | Landscape Consultant                   |
| Cole Engineering                | Environmental Consultant               |
| RWDI                            | Wind Study Consultant                  |
| GBCA                            | Heritage Consultant                    |
| Altus Group                     | Cost Consultant                        |
| Entek Engineers                 | Exterior & Interior Façade Consultant  |
| MBII                            | Lighting Consultant                    |
| Upper Canada Specialty Hardware | Finish Hardware Consultant             |
| Design Agency                   | Interior Designer                      |
| Onyx Sprinklers                 | Sprinkler Designer                     |

## **4 PERMIT STATUS**

The Permit Status chart is a matrix that will allow Mizrahi to follow current and past permits that may be coming towards its expiry. This allows the One Bloor team to be proactive in acquiring and renewing permits at both levels (Office and Site). Refer to Appendix C for Permit Status Matrix.

### **Current Issues:**

1. Mizrahi Team submitted ESA and Electromagnetic Locks Permit applications in late 2020. Electromagnetic Locks permit is put on hold as the expeditor has informed the team that it cannot be initiated until the conditional building permit has been extended and approved.

## **5 PROCUREMENT STATUS**

### **5.1 Procurement Schedule**

A Master Schedule update is being completed by Mizrahi. Refer to the Master Schedule section of this monthly status report for the procurement schedule.

### **5.2 RFP and Tender Process**

#### **5.2.1 RFP Packages**

Mizrahi will develop several Request for Proposal Packages for major works at *The ONE* project at 1 Bloor West.

The purpose of the RFP process is to engage the trade contractors with Mizrahi and the Consultants well in advance of contract award. Ultimately this will finalize drawings and develop a clear and comprehensive understanding of what will be included within the awarded contracts.

The purpose of the proposal presentation is for the proponents' company to present to Mizrahi and related Consultants on how they intend to fulfill their scope of work on schedule and on budget. An introduction, previous experience and proposed construction approach are some examples of items to include in the presentation. The proponents shall bring their anticipated team to the presentation. No formalized bid amounts will be requested at time of presentation.

#### **5.2.2 Tender Package**

As part of the tender process Mizrahi will be preparing formal documentation for potential bidders as follows:

- Part A – Instructions to Bidders
- Part B – General Requirements
- Part C – Scope of Work
- Part D – Tender Package Documents
- Part E – Tender Form

### 5.3 Tender and Contract Award Status

#### 5.3.1 Contract Status

| Scope of Work   | Target Date       | Execution Date                | Notes   |
|---|-------------------|-------------------------------|---|
| Building Curtain Wall Award   | July 31, 2018     | August 21, 2018               | Contract signed May 24, 2019.   |
| North Tenant Structural Glass Wall, Cladding and Entrances (LOI issued August 21, 2018) | August 21, 2018   | August 21, 2018               | Contract signed May 4, 2019.  |
| Concrete Formwork Award   | October 8, 2018   | October 11, 2018              |   |
| Structural Steel Award  | October 19, 2018  | October 19, 2018              |   |
| Mechanical Award  | January 31, 2019  | February 11, 2019             | Contract signed October 31, 2019.   |
| Electrical Award  | January 31, 2019  | February 14, 2019             | Contract signed October 31, 2019.   |
| Underslab Drainage Award  | January 31, 2019  | February 22, 2019             | Contract signed by both parties.  |
| Stacker System Vehicle Lift Award   | January 31, 2019  | February 11, 2019             | Contract signed November 15, 2019.  |
| Façade Access Equipment Award   | February 14, 2019 | January 30, 2019              | Contract signed March 14, 2019.   |
| Miscellaneous Metals Award  | April 1, 2019     | July 2, 2019                  |   |
| Studrail Award  | April 12, 2019    | May 7, 2019                   |   |
| Below Grade Waterproofing Award   |                   | September 27, 2018            | Contract signed March 14, 2019.   |
| Above Grade Roofing and Waterproofing Award   | April 30, 2020    | July 15, 2020                 | Signed by both parties, awaiting CCA seal for contract.   |
| Masonry Award   | July 1, 2023      | Oct. 12, 2023                 | Contract with Limen Was cancelled and replaced with Blockwall 18  |
| HM, Doors, Frames & Hardware Award  | June 1, 2019      | January 13, 2020              | PO issued to Guardtek.  |
| Security  | June 1, 2019      | LoI Issued July 17, 2023      | Target issuance for contract for execution is Dec. 1, 2023  |
| Hoists Award  | August 16, 2019   | Sept. 17, 2019                |   |
| Landscaping Award   | December 2, 2022  | Aug. 16, 2023                 | Contract awarded to UCC.  |
| Applied Fireproofing Award  | May 5, 2023       | Aug. 14, 2023                 | LoI issued to original trade June 2, 2021. Original trade closed its business. Awarded to GNI on May 5, 2023. |
| Caulking  | August 2023       | LoI Issued Nov. 3, 2023       |   |
| Drywall   | April 27, 2023    | Contract Issued Oct. 17, 2023 | Awarded to United Drywall. Addressing trade's T & C comments.   |
| Mechanical – Fit out Hotel & Residential  | February 17, 2023 | TBD                           | Contract awarded to MN. Preparing contract documents.   |

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| Scope of Work                       | Target Date      | Execution Date                        | Notes  |
|-------------------------------------|------------------|---------------------------------------|--|
| Overhead Doors Award                | January 17, 2020 | March 2, 2022<br>&<br>June 4, 2021    | Begley – 2022<br>Uniqspace - 2021  |
| Commercial Drywall Award            | April 27, 2023   | Contract Issued<br>Oct. 17, 2023      | Awarded to United Drywall.<br>Addressing trade's T & C<br>comments.  |
| Base Building Painting              | March 14, 2021   | October 14, 2020<br>(Below Grade)     | LOI with Mizrahi for signature<br>for Below Grade only.<br>Working on bidders list.                            |
| Residential Kitchen<br>Cabinets     |                  | LoI Issued<br>Feb. 2, 2023            | Awaiting colour selections<br>before issuing contract  |
| Wood Doors<br>Commercial &<br>Hotel |                  | LoI Issued<br>Jan. 26, 2023           | For installation only to Pereira<br>Supply of wood doors is<br>tendered separately                             |
| Floor Finishes &<br>Countertops     |                  | Sept. 8, 2023                         | To Classic Tile<br>Incl. Wood flooring, floor<br>leveling, Carpet, VCT, Tile ,<br>stone, and stone countertops |
| Firestopping Smoke Seals            | N/A              | October 14, 2020<br>(Electrical Room) | PO issued for Electrical Room<br>only.   |

### 5.3.2 Tender Status

| Scope of Work                 | Sub-Scope                      | Status                      | Target Award Date | Comments                              |
|-------------------------------|--------------------------------|-----------------------------|-------------------|---------------------------------------|
| Architectural Metals :        |                                |                             |                   |                                       |
|                               | Porte Cochere                  | Ready to award              | Jan. 2024         | Preferred Bid –<br>Nortem Aluminum    |
|                               | Elevator Frame Cladding        | Ready to award              | Jan. 2024         | Preferred Bid –<br>Pengelli Ironworks |
|                               | Supermirror Finish<br>Cladding |                             | Jan. 2024         | Still exploring<br>options            |
|                               | Residential Level              | RFI Issued                  | Jan. 2024         | RFI Issued Nov. 6,<br>2023            |
| Rough & Finish<br>Carpentry : |                                |                             |                   |                                       |
|                               | Residential Carpentry          | Waiting for 1<br>last quote | Nov. 2023         | Anticipate quote by<br>Nov. 17, 2023  |
|                               | Residential Millwork           | Ready to award              | Nov. 2023         | Preferred Bid –<br>CCW Inc.           |

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| Scope of Work               | Sub-Scope                               | Status          | Target Award Date | Comments                   |
|-----------------------------|---|-----------------|-------------------|----------------------------|
| Wood Doors S/O :            |   | On Going        | Dec. 2023         |                            |
| Commercial Millwork :       |   |                 |                   |                            |
|                             | Porte Cochere                           | On Going        | Apr. 2024         |                            |
|                             | Commercial level                        | On Going        | Apr. 2024         |                            |
|                             | Solid Surface                           | On Going        | Apr. 2024         |                            |
| F, F & E , Case goods :     |   |                 |                   |                            |
|                             | Hotel – S/O                             |                 |                   |                            |
|                             | Commercial Level – S/O                  |                 |                   | Must use Hotel Supplier    |
|                             | Installation of Case Goods and F, F & E |                 |                   |                            |
| Caulking & Sealants         |   |                 |                   |                            |
|                             | (Gamma De-Scope'd items)                | Ready to award  | Nov. 2023         | Firestop & Smoke Seal      |
| Wood Doors :                |   |                 |                   |                            |
|                             | Commercial (S/O)                        | Repricing       | Dec. 2023         | In Carpentry scope         |
|                             | Hotel (S/O)                             | Repricing       | Dec. 2023         | In Carpentry scope         |
|                             | Residential Suite Entry (S/I)           | Repricing       | Nov. 2023         | In Carpentry scope         |
| Acrylic Curved Ceiling      |   | Quote received  | July 2024         | Proposal by 3-Form         |
| Moveable Glass Walls        |   | Quote received  |                   | Corflex                    |
| Miscellaneous Glazing       |   | Ongoing         | Apr 2024          |                            |
| Access Flooring             |   | TBD             | May 2024          |                            |
| Resilient Epoxy Flooring    |   | TBD             | May 2024          |                            |
| Painting and Wallcovering   |   | Awarded         | Dec. 2023         | LoI Issued to Luis         |
| Metal Lockers               |   | TBD             |                   |                            |
| Washroom Accessories        |   | TBD             | Jan. 2024         |                            |
| Fireplace                   |   | Ongoing         | Jan. 2024         |                            |
| Locker Wiremesh Roof        |   | TBD             | Feb. 2024         |                            |
| Mailboxes                   |   | Out for pricing | Feb. 2024         | Tender issued Nov. 7, 2023 |
| Foot Grilles                |   | TBD             | Mar. 2024         |                            |
| Appliances                  |   |                 | Feb. 2024         | w/ Mizrahi                 |
| Fitness Equipment           |   |                 | Apr. 2024         | w/ Mizrahi                 |
| Penthouse Lift              |   | TBD             | May 2024          |                            |
| Inclined Lift               |   | Quote received  | Apr 2024          |                            |
| Dock Leveler                |   | TBD             | Feb. 2024         |                            |
| PODS                        |   | Quote received  | Feb. 2024         |                            |
| Barrisol Ceiling            |   | Quote received  | Feb. 2024         | LG Interiors               |
| KRION Ceiling               |   | Out for pricing | Feb. 2024         | Supplier: Porcenalosa      |
| Wood Bench (FS-01)          |   | Quote received  | Feb. 2024         | Brothers Dressler Inc.     |
| Hanging Luminaire Structure |   | Quote received  | Feb. 2024         | Supplier : Visio           |
| Commercial Kitchens         |   | TBD             |                   | Waiting on tenant          |



## **6 OWNER ISSUES**

### **6.1 Owner Issues Summary**

#### **Architectural:**

1. Andaz/Hyatt Interior Design schedule has not been agreed upon and dates continue to be missed by the consultants. Impacts continue to be a concern.

#### **M&E:**

2. Decision on DAS/WIFI System to be made.
3. Mizrahi has prepared contract for Site Services to complete the private portion of the work, part of which is incorporated under the Section 37. The connections on municipal right-of-way on Yonge and Bloor Street have been tendered to the city and awarded to VIPE. We have been following common procedures and completing city protocols prior to commencing work on site. There has been on-going coordination and a pre-construction meeting that was held with the contractor, subcontractors, engineers and city staff. We received final sign-off, from the city, to begin work on Yonge and Bloor Street. Vipe began work on Yonge St. on May 31, 2021 and completed the new water main connections and one new sanitary sewer connection. The remaining new Yonge St. Sanitary sewer connection was postponed until the east side Apple store front glass was installed. On Bloor St. the secondary water fire main installation was completed and all that remains are for Vipe to return and remove the abandoned connections at the mains in the boulevard. On October 13, 2023, the remaining site services work was completed. On Balmuto, as previously reported, the work was substantially completed by July 16, 2021. Final connection at the building manhole has now been done.

#### **Structure:**

4. Structure trades, including Seele, with the exception of 2 issues, claims have been resolved. Seele claim yet to be resolved.
5. TMD decision has been pending and has been revised twice before. As of June 20, 2023, the TMD design process has resumed as the additional height application has been approved.
6. As a result of the application for additional floors, Mizrahi revisited the crane and its associated pad/base. Upon investigation/analysis it was determined that the crane base needed to be shifted and increased. Also, during that investigation it was discovered that the originally designed crane was problematic and its tiebacks are in conflict with the second man-material hoist and the ACS system, at the south elevation. To date, the impact has been a total of 35 lost days. The full impact will not be known until we get feedback from Leibher regarding the required crane mast tieback locations at the 20'th floor level. Crane sequencing design was received August 23, 2022 and currently under review. As of June 20, 2023, the crane sequencing design continues to be reviewed in regards to weathervaning.

**Envelope:**

7. Due to a material substitution request, Gamma has a Visual Mock Up redo for the mechanical floor louver wall system to provide by March 27th 2023 as part of their application for substitution. The mock-up was attended and a report was issued. We await Gamma response to some issues found. Gamma has yet to resubmit the previously rejected material substitution request for this but they have moved ahead with production at their own risk. As of June 20, 2023, Level 17 – 18 louver walls are in transit to Canada from China. As of August 20, 2023, Level 17 – 18 louver walls are in Canada and awaiting installation. Installation commenced on Sept. 26, 2023.
8. Gamma engineering, shop drawings and production releases related to the Tower and west core link (lobby) walls remain incomplete and of concern. We are working to expedite this work. As of April 20, 2023, Gamma has made improvements in their shop drawings and submittals, including record drawings complete through level 56 of the tower. Production releases needed for levels 19 and up have not been issued and are the subject of the ongoing discussions with Gamma. Final production release for levels 19 to 36 curtain wall was issued by Gamma and sent to BM Windows on October 2, 2023.
9. The Yonge Street elevation heritage windows and punched windows are on-site and ready to install as soon as the Yonge Street façade areas are ready. As of April 20, 2023, punched windows are installed and deficiencies shall be corrected by end of October 2023. Heritage windows and storefront are in stock and await completion of brickwork to installation.
10. Seele has no outstanding issues or changes. A “global” settlement of all other VO’s and issues was reached on July 7, 2021. We are awaiting the supply and installation of the north and south entrances and the resolution of some deficiencies to complete their work. As of April 20, 2023, we continue to await resolution of contractual issues with Seele to arrange replacement of 1 damaged glass unit (mentioned below) at the anchor retail area and to plan for the completion and installation of entrances. As of September 20, 2023, we have ordered the replacement glass unit. The replacement unit is due to be shipped to site and installed starting April 1, 2024 along with the entrances.
11. On September 26, 2022, we discovered that one piece of the structural glass wall for the North Retail Tennant was broken by unknown persons. The glass lite remains intact and will remain in-place to enclose the space until replacement can be arranged. We are in discussions with Seele regarding ordering a replacement unit. As of August 20, 2023 the replacement unit has been ordered.
12. A Settlement Agreement dated June 8, 2023 was signed with Gamma descope some scope on Contract #1 (up to level 18) and cancelling Contract #2 (19 to top) in it’s entirety. In this agreement, Gamma will continue to supply and install up to and including level 16 (hotel). They will also supply only the fabricated louver wall systems for levels 17 – 18, excluding the acoustic louvers needed on the NW and NE corners. This agreement also formalized the descope of the prefinished cladding sheet supply that had been previously done and the supply/installation of cladding on the interior of the building has been taken over by Mizrahi to contract directly with Riverside. Along with directly engaging Riverside to continue their project work on the cladding, we are working with Bass installation to install the balance of the work on the tower. We also have made contract commitments for the production of the

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balance of the glass for the tower and the extrusions from the existing suppliers to ensure project quality and mitigate the loss of time to restart the production of curtain wall frames for the tower from level 19 and up. We have contracted BM Windows, in Vietnam, to produce the balance of the curtain wall for the project excluding the louver walls on the mechanical floors.

13. Glass production for floors 39 to 76 has been purchased. The new bronze glass was run in August 2023 and production of the glass units for 39 to 76 will start shortly afterwards.
14. We have contracted Detal in China to work with Gamma's extruder, JMA, to produce the mechanical floor louver walls since they have the current dies in their stock. We will be working together with them to find efficiencies in the design and installation.
15. We have also contracted Detal to produce and supply the required acoustic louvers for mechanical areas on levels 17-18, 37-38 and 77-78 as required to meet acoustic requirements.
16. Production (fabrication of parts) of Unitized Curtain Wall System Levels 19 to 85 is starting on October 2023 at BM Windows, in Vietnam. The Performance Mock-Up (PMU) for this system is in production and will be installed, ready for testing from October 28 to 31, 2023. Once the PMU passes, it is expected that assembly and glazing for the project shall start. All production and BM Windows QA/QC quality processes shall be monitored and reported by Detal as our Third Party Production Monitoring contractor (TPPM) who shall also inspect every curtain wall frame before packing and shipping to Canada. As of October 20, 2023, the PMU is ready for testing to commence on October 28, 2023. Fabrication and sub-assembly has commenced in anticipation of a passed PMU and the start of assembly and glazing of the units on November 6, 2023.

**Hotel Tenant – Hyatt:**

17. Biweekly meetings are held with all consultants to coordinate design coordination and development for Level 2, 5 and 6. The 100% CD packages for tender have been issued and completed on June 18, 2021. Mock-up suite 100% CD design has already been issued and hotel suite and guestrooms design coordination meetings for Level 7-16 have been initiated on bi-weekly basis. Minor changes and revisions are likely to be made after the mock-up suites construction is complete in Q3 2023. Guest-suite mock up inspection was conducted on August 18, 2023. We are now awaiting reports from the consultants and Hyatt.

**Restaurant Tenant – King Street Food Group:**

18. Level 3 90% CD was issued and comments were received from KSF. Revised 90% CD, for Level 3, was reissued, to pick up all comments, on July 16, 2021. 100% CD issuance will be placed on hold until Level 4 is at 90% CD. The consultants are currently waiting on a concept for Level 4 from the tenant and client to begin the design coordination and development.

**Park Levy Appeal:**

19. As part of Mizrahi's appeal to the Park Levy, Mizrahi has sought disclosure of the City's documents which form the basis of the City's determination of the imposed Park Levy. Mizrahi has requested disclosure on how the City determined the Park Levy amount and based on what appraisal(s). To which the City has not disclosed any substantive information. Mizrahi has contested, to the Information & Privacy Commissioner (IPC), the appraisal and requested information through the Freedom of Information (FoI) disclosure process.

The FoI process has not yielded the following items:

- The list of "privileged" individuals,
- Copies of redacted appraisals (which the City claims are subject to the OLT proceeding)

The City recently advised that they have conducted a second search and found no responsive records. We have appealed the FoI process.

We have exhausted the FoI mediation process and are now progressing to the FoI Adjudication process. Our counsel will focus on getting these materials through the parallel Parks Levy appeal at the OLT. Once the FOI matter proceeds to adjudication, they could ask for a continuance or abeyance of the adjudication process with the consent of the City, in order to try to resolve the outstanding dispute through the Parks Levy appeal at the OLT. It should be noted that even with the City's consent on the continuance or abeyance, the IPC views this FOI access request as a separate issue from a productions motion at the OLT, so it may not agree to our request to pause the FOI matter. That said, the IPC is currently backlogged, and the OLT process might proceed first in any event.

**Additional Six Floors :**

1. The City Council has approved the additional 6 floors. The design of the additional 6 floors needs to commence immediately, as the additional floors and height affect the design of the Tuned Mass Damper (TMD) and other building systems, such as elevators, mechanical systems, etc. The TMD design and fabrication is a long lead item. Delayed design/upgrade of the TMD design will result in a delay to the completion of the Tower construction.

## **7 CONSTRUCTION PLANNING & SCHEDULING STATUS**

### **7.1 Site Logistics Overview**

The complexity of the site and limitations because of the proximity to adjacent properties, requires that the proper mix of equipment and access points be addressed for the various phases of the project namely:

- Excavation/Shoring
- Below grade structure
- Podium construction
- Tower construction

The equipment/methodology include the following:

- Lane occupancy on Yonge, Bloor, and the public laneway off Balmuto.
- Tower cranes
- Placing booms
- Personnel/material hoists
- Concrete pumps
- Jump elevators
- Permanent elevators for temporary use
- ACS – Automatic Climbing System for core construction
- RCS – Rail Climbing System for temporary enclosure
- Overhead protection for podium occupancy

#### **7.1.1 Current Site Layout**

Refer to Appendix D for Current Site Layout and Equipment Locations.

### **7.2 Traffic Management Plan**

The following are the highlights of the traffic management plan during the various phases of the project: Excavation/Shoring/Structure to Podium

- 7.2.1** Lane closure and occupancy along Yonge and Bloor streets, as well as the public laneway off Balmuto Street will be required. Access gates will be provided at intermittent points along the hoarding.
- 7.2.2** Crane pick points are located in the laneway of Balmuto Street on the west side.
- 7.2.3** Access for all construction traffic will be along the laneway.
- 7.2.4** Concrete pumping will occur from Balmuto, Yonge and Bloor streets with day permits, and behind the lane enclosure area.
- 7.2.5** Concrete pumping will resume within the building footprint after the structure is complete within the loading dock area.
- 7.2.6** The access points which traverse a public walkway will be controlled by a flag person.
- 7.2.7** Other construction traffic will be subject to an access control procedure.

#### Podium Finishes – Tower Construction

The opening of the Retail on the ground floor requires that the building podium façade and all approaches to the building on the east (Yonge Street) and north (Bloor Street) be completed and open to the public.

- 7.2.8** Lanes previously occupied for construction revert to the City.
- 7.2.9** Truck traffic will be confined to the west laneway. Any material delivery off Yonge and Bloor will be under special consideration of the retail operations and City restrictions.
- 7.2.10** Concrete pumping will continue to occur from the loading dock.
- 7.2.11** Traffic across public lanes will be controlled by flag persons.

#### Site Office Location and Fit Out

Mizrahi is revisiting the site office layout and a list of trades to perform the work,

### **7.3 Trade Activity for the Month**

Refer to Appendix E for Daily Log Manpower Report.

## 8 PROJECT SAFETY

### 8.1 Monthly Health and Safety Report

Refer to Appendix F for Safety Report.

| MONTHLY HEALTH AND SAFETY REPORT  |                 |                                       |
|---|-----------------|---------------------------------------|
| Site  | 1 Bloor St West |                                       |
| Date:   | October 2023    |                                       |
| Number of Site Orientations   | 51              |                                       |
| Number of Safety First Inspections  | 25              | September 16, 2022 - October 15, 2023 |
| Safety Item   | This Month      | Total to Date                         |
| First Aids  | 1               | 24                                    |
| Medical Aids  | 0               | 25                                    |
| Critical Injuries   | 0               | 0                                     |
| Near Misses   | 1               | 40                                    |
| Other Incidents   | 0               | 49                                    |
| MOL Visits  | 1               | 20                                    |
| MOECC Visits  | 0               | 1                                     |
| JHSC Meeting Held   | 1               | 40                                    |
| WTC Meeting Held  | 1               | 32                                    |
| Notes   |                 |                                       |
| JHSC and WTC meetings were held on October 5th, 2023. First aid: worker cut his finger moving a cable. First Aid done on site, no lost time. Near Miss/MOL visit: Shoring Jack fell to 2 Bloor Street, investigation and corrective actions done. |                 |                                       |

## **9 PROJECT SCHEDULES**

### **9.1 Look Ahead Schedule**

Refer to Appendix G for 8 Wk Look Ahead Schedule: October 23, 2023 to December 15, 2023.

### **9.2 Master Schedule**

Refer to Appendix H for **Project Overview Schedule**



**10    PROGRESS PHOTOS**













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