# 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

	IOtai
Amount of Wires	14,180,187.09
Amount of Cheques	1,047,527.13
Bill Payments	263,602.77
Total:	15,491,316.99

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 Cocd

I have the authority to bind the corporation

# Mizrahi Commercial (The One) GP Inc. January 2021 Month End Cheques Date Num Total Balar

	Date	Num	Total Balance
44-5			
KEB			540.00
Adam J. Brown			
	2021-01-15	18589	6,322.35
Total Adam J. Brown			6,322.35
Aercoustics Engineering Ltd.	2021-01-13	22259	4,548.25
Total Aercoustics Engineering Ltd.	20210110	22200	4,548.25
Bousfields Inc.			
	2021-01-29	48354	18,072.09
Total Bousfields Inc.			18,072.09
Chart Communications	2021-01-31	11665	1,576.35
Total Chart Communications	2021-01-31	11000	1,576.35
Cini-Little International Inc.			,,
	2021-01-18	19085	4,407.00
Total Cini-Little International Inc.			4,407.00
Coco International Inc.	2024 24 24	0004 00	00.000.00
Total Coco International Inc.	2021-01-31	2021-03	23,028.22
Core Architects Inc			25,020.22
	2021-02-05	68131	35,030.00
	2021-02-05	68130	81,360.00
	2021-02-05	68129	339.00
	2021-02-05 2021-02-05	68128 68133	47,601.25 189.46
	2021-02-05	68134	82.68
Total Core Architects Inc			164,602.39
Daoust Vukovich LLP			
	2021-01-31	111269	1,101.75
	2021-01-31	111268	9,624.49
Total Daoust Vukovich LLP Dentons LLP			10,726.24
Senois LL	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 2021-02-12	3563818 2021-02-12	35,405.93 84,750.00
	2021-02-17	3569127	140,563.01
Total Dentons LLP			340,906.02
Design Agency			
	2021-01-31	24991	12,752.05
Total Basins Assess	2021-01-31	24971	10,283.00 23,035.05
Total Design Agency Fogler, Rubinoff LLP			23,033.03
Tragion (Auditor 22)		CREDIT	-2,829.52
	2021-01-26	22101023	8,000.56
	2021-02-17	22101722	102,564.40
Total Fogler, Rubinoff LLP			107,735.44
Glaholt LLP	2020-11-30	23737	23,326.67
Total Glaholt LLP	2020-11-50	25:57	23,326.67
Goldsmith Borgal & Company Ltd.			,
	2021-01-06	10206	536.76
Total Goldsmith Borgai & Company Ltd.			536.76
Growers' Flower Market	Bano	Annear	a
	2020-06-30	102606	1,073.50 226.00
	2020-09-05 2020-11-30	102688 102887	452.00
Total Growers' Flower Market			1,751.50
Hyatt Corporation			
	2021-01-27	38181	3,095.59
Total Hyatt Corporation			3,095.59



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

	Date	Num	Total Balance
IBI Group Professional Services Inc			
ibi Glob Ploiessional Setvices IIIC	2021-01-28	10067312	3,566.55
	2021-01-28	10067308	3,957.52
Total IPI Crown Professional Company Inc.	2021-01-20	10007000	7,524.07
Total IBI Group Professional Services Inc			7,524.07
Jensen Hughes	2021-01-11	INV4-0045080	2 577 91
T. 1.1.	2021-01-11	114V4-0043060	2,577.81
Total Jensen Hughes			2,577.81
kromar surveyors ltd	D000 00 00	44c7nina	20 500 C4
	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	45694/21	9,008.11
	2021-01-29 2021-01-29	45658/21 45657/21	5,838.34
**************************************	202 1-0 1-29	45057721	26,419.63
Total kromar surveyors ltd			92,155.34
Laughlin Solutions Inc	2004 24 22	2004 500	5.040.04
<b>-</b>	2021-01-26	2021-006	3,649.64
Total Laughlin Solutions Inc			3,649.64
McIntosh Perry			
•	2020-12-25	80052	5,209.30
Total McIntosh Perry			5,209.30
MCW Consultants Ltd.			
	2021-01-25	52110	3,955.00
Total MCW Consultants Ltd.			3,955.00
Mulvey & Banani International Inc.			
	2020-12-08	138355	4,068.00
	2021-01-12	138960	3,277.00
	2021-01-12	138961	12,317.00
Total Mulvey & Banani International Inc.			19,662.00
Mulvey & Banani Lighting			
	2021-01-13	2116	5,085.00
Total Mulvey & Banani Lighting			5,085.00
Nixon Poole Lackie LLP			
	2021-01-13	688	31,385.75
Total Nixon Poole Lackie LLP			31,385.75
Read Jones Christofferson			
	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
Total Read Jones Christofferson			105,991.92
Rebar Enterprises Inc			
	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
Total Rebar Enterprises Inc			8,202.18
Rowan Williams Davis & Irwin Inc.			
	2021-01-18	34766	20,198.75
Total Rowan Williams Davis & Irwin Inc.			20,198.75
Terraprobe Inc.			
	2020-11-28	120029	4,203.60
	2020-12-31	120644	2,884.05
	2020-12-31	120671	632.80
Total Terraprobe Inc.			7,720.45
			1,047,527.13
			**





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

	Invoice Date	Invoice Number	GBP	FX	Total Balance
KEB					
		Balance per KEB Bank 8	Statement at Feb 2. 2	2021	7,080,564.00
		November 2020 Holdbar			258,891.00
		December 2020 Holdbar			233,502.00
		Holdback January 2021			272,943.01
Total KEB		•			7,843,900.01
CERIECO Canada Corp.					1,0 10,000
·		EPC Fee			282,228.80
Total CERIECO Canada Corp.					282,228.80
CERIECO Canada Corp.					101,2200
•		1.5% Interest			216,875.00
Total CERIECO Canada Corp.					216,875.00
Mizrahi					214,514.55
	2021-02-02	C928			3,306,597.16
Total Mizrahi					3,306,597.16
Mizrahi - GC					4,300,007.10
	2021-02-19	C929			588,385.42
	2021-02-19	CB3D			429,531,34
	2021-02-19	C931			221,244.80
	2021-02-19	C932			460,557.43
	2021-02-19	C933			25,296.46
Total Mizrahi - GC					1,725,015.45
Osler, Hoskins & Harcourt LLP					1,720,010,40
,	2020-12-22	12462034			43,794.54
	2021-02-16	12481510			121,488.13
Total Osler, Hoskins & Harcourt LLP					165,282.67
					100,202.01
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	235B-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	26,921.10
	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		508,288.00
TOTAL					14,180,187.09





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

	Payment Location	Assessment Roll No.	Total Balance
Treasurer, City of Toronto			
	1-11 Bloor St W	19-04-06-8-560-01101-0000-D 6	251,502.42
	768 Yange St	19-D4-06-8-560-01900-0000-0 4	12,100.35
Total Treasurer, City of Toronto			263,602.77
TOTAL			263,602.77



hilloronio Tax Bill Interim 2021 Dec 16, 2020 ASSESSMENT ROLL NO. 19-04-08-8-560-01101-0000-0 6 YORK CON 1 FTB PT PARK LOT 9 AND RP 63R559 PART 1 RP 63R3142 PART 16 RP 64R16632 PART 1 EIVED a sich geschernen 0054127 MIZPAH DEVELOPMENT GROUP 170E DWE) INC 126 HAZELTON AVE 1-11 BLOOK STW PROPERTY LOCATION MERAHIDEVELOPMENT GROUP (THE CHE) INC ANGEST COME TORONTO ON MER 200 RECEIVED \$754,492.42 50% of 2020 Tyxes 31,508,984.63 Special Charges Credits 754,492,42 Total Amount Duc 754,492.42 Due Bate Instalment 3 Ariogait Jista meni 2 karajud Dien Daise. iestalment i Amount tine flate May 3, 2021 \$261,495.00 \$251,495,00 Apr 1, 2021 Mar 1, 2021 \$251 502.42 Important Information Property National Due to COVID-18, the Ontario Government postponed the 2020 Assessment Update. Your property assessment for the 2021 property tax year will continue to be baself on the fully phased-in January 1, 2016 value (same as the 2020 tax year) unless tipere have beed changes to your property. Inguiry and Payment Counters
To help stop the spread of COVID-19, inquiry & Payment Counters
and payment drop box services located at City Hall and
Gavo Centres remain temporarily unavailable. Check torbuto es/covid-19 for opdates. Property Tax Inquiries - Cett S11 - Yex & Utility inquiry Line For general information about your property tax bill, please cell S11. Tax information is available #foretay to Friday, from 8:30 a.m. to 4:30 p.m. Quelenters outside of city limits cell Visit region, so and log in to Abouttly Property to learn more about how the Municipal Property Assessment Corporation savessed your property, see the Information on file, compare your property to others in your reighbourhood or file a Request for Reconsideration. 416-392-City (2489). Please have your tex roll number If you disagree with your property's assessed value or if your clessification is not correct, you may appeal for the 2021 taxation year by 18ng a Request for Reconsideration. At the time this bill was issued, the describe to initiate a Request for Reconsideration with MPAC is March \$1, 2021. Check mass as for indistes. with a little of the second

Jan 200

# full Toronio

# Tax Bill

interim 2021

Dec 16, 2020

accessment roll no.

125 HAZELTON AVE TORONTO ON MER 2ES

ODESTICE MAZRALE DEVELOPMENT GROUP (THE ONE)

19-04-08-8-560-01900-0000-0-4

LEGAL DESCRIPTION > CON 1 FB PARK PT LOT 8

PROPERTY LOCATION > 768 YONGE ST

ASSESSED DWIER

> MIZRAHI DEVELOPMENT GROUP (THE ONE) INC

CUSTOMER NUMBER > 005415088

2020 Albinaal (293) Jak. \$72,600.70		Halte: 0% of 2020 Taxes			2021 interiorali X \$36,300.35	
n.	Angel and an analysis of the second	٧.				ež.
				Sub total		\$36,300.35
Special Ch	TOES TOURS	2021 liit	erim Tax	S a mange ye	\$	36,300.35
See .						9.
	21.04 (1.18)		Tetal A	mount Be	ie s	38,300.35
Justalgrent t Ambunt		, Institutent 2 Amount	One Date	instalment	1 Amount	Ope Date
\$12.100.35	Mer 1, 2021	\$12,100.00	Apr 1, 2021	\$12,10	0.00	May 3, 2021

# Important Information

Jaguiro and Payment Counters

To field elea the spread of COVID-19, loquiry & Payment Dounters
and Source drop box services located at City Hall and
Civel Centres remain temporarily unavailable.
Check ferento tealerals for unitates.

Property Tax Inquiries - Call 311 - Tax & Ithirty Inquiry Line For general information about your property tax bill, clease 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 416-382-CITY (2439). Please have your tax roll number

41191

Property Assessment

Due to COVID-19, the Celterio Government postponed the 2020
Assessment Update. Your property assessment for the 2021
property tax year will combine to be based on the fully phased-in
January 1, 2018 while (same as the 2020 tax year) unloss there have been changes to your property.

Visit repair of and log in to Abouthly-Property to team more about how the Municipal Property Assessment Dorpocation assessed your property, see the information on tile, compare your property to others in your neighbourhood or file a Request for Reconsideration.

If you disagree with your property's assessed value of it your n-yes usagree wan your prepenty a assessed value of it your classification is not correct, you may appeal for the 2021 taxelion year by filing a Requisit for Reconsideration, At the time this bill was lasted, the deadline to initiate a frequest for Reconsideration with MPAC is March 31, 2021. Check make as for updates.

# 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	INTER	RNATIONAL INC.
Per:		Ø-/
	Name:	
	Title:	Chief Executive Officer
128235	643 CAN	NADA LTD.
Per:		44
	Name:	Jenny Virginia Coco
	Title:	Chief Executive Officer
SAM N	M INC.	
Per:		
1011	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:	
101.	Name: Jenny Virginia Coco
	Title: Chief Executive Officer
COC	O INTERNATIONAL INC.
	2 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Per:	
	Name: Jenny Virginia Coco
	Title: Vice President
12823	3543 CANADA LTD.
Per:	
	Name: Jenny Virginia Coco
	Title: Vice President
SAM	M INC.
	1 1/2/
	HULL
Per:	1, -0
	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 Amendming 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: aller Name: Amanda Brown Title:	By:
By: Name: Title:	By: <u>Signature not required per Control Agreement</u> Name: Jenny Coco Title: Vice-President
	I have authority to bind the Corporation
	THE CONTRACTOR
WITNESS  By:	Mizrahi Inc. By:
Name: Amanda Brown Title:	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
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Altus Group is a leading provider of commercial real estate advisory services, software and data solutions.

From: Mark Kilfoyle <mark@mizrahidevelopments.ca>

Sent: Monday, August 28, 2023 9:15 AM

To: Austin Taylor < Austin. Taylor@altusgroup.com>

Cc: Esteban Yanquelevech <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

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E. Mark@MizrahiDevelopments.ca

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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 | 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

2008

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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.

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### AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This A	agreement made on the	day of	in the year .		
by and	l between the parties				
hereina and	after called the "Owner"				
hereina	after called the "Contractor"				
The O	wner and the Contractor agree as fo	llows:			
ARTIO	CLE A-1 THE WORK				
The Co	ontractor shall:				
1.1	perform the Work required by the	Contract Documents	for		
	located at			insert above the name of t	he Work
	for which the Agreement has been	n signed by the parties	s, and for which	insert above the Place of t	he Work
	is acting as and is hereinafter call	ed the "Consultant" as	nd	insert above the name of the Co	onsultant
1.2	do and fulfill everything indicated	d by the Contract Doc	cuments, and		
1.3	commence the <i>Work</i> by the <i>Time</i> as provided for in the <i>Contr</i> of in the year	day of ract Documents, attain	in the year n <i>Substantial Performance o</i>	and, subject to adjustment in Confithe Work, by the	ontract day
ARTIO	CLE A-2 AGREEMENTS AND	AMENDMENTS			
2.1				ner written or oral, relating in any ricle A-3 of the Agreement - CONT	

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

DOCUMENTS.

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#### 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

\*

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<sup>\* (</sup>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 4	TEL CI D		1 1 7	7 1 1	11 100	
4.1	The Contract P	vice which	eveluded L	/alua Ac	ddod Tavos	10.
7.1	THE COMMUNICATION	rice, winch	CACIUUCS I	иние ли	iueu ruxes.	15.

/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.

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

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	
Contractor	facsimile number	email address
	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.

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# 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

name of person signing

name and title of person signing

name of owner

signature

signature signature

name of person signing name and title of person signing

WITNESS CONTRACTOR

signature

name of Contractor

name of person signing name and title of person signing

signature signature

name of person signing name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
  - (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
  - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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# **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.

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# 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.

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# 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.

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#### 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's*, *Suppoint 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 coordinate 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
  - 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 desagreement 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*, 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;
  - 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 paragraph12.2.1.1 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.



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# CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

# 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

# Association of Canadian Engineering Companies

#### Canadian Construction Association

#### Construction Specifications Canada

#### The Royal Architectural Institute of Canada

### 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:

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- 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.

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# 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) Jnc.

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

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# **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 Amendming 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: aller Name: Amanda Brown Title:	By:
By: Name: Title:	By: <u>Signature not required per Control Agreement</u> Name: Jenny Coco Title: Vice-President
	I have authority to bind the Corporation
	THE CONTRACTOR
WITNESS  By:	Mizrahi Inc. By:
Name: Amanda Brown Title:	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

BETWEEN:

#### 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

<sup>&</sup>lt;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 <u>during the period from the date hereof until the mutual release of the escrow</u> (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.

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.
- 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.

<sup>&</sup>lt;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

<sup>&</sup>lt;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. Hryne*w, 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.

- 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.

STEPHEN RICHARD MORRISON

partuld.

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

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.

(P)

- (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;
  - 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

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
Total:		9,620,153.10
lote: Wire amounts noted in USDs,GBPs, KRWs may d	iffer from the actual de	pending on FX at t
ul to let u		
utnorized Signatures:		
utnorized Signatures:		
Authorized Signatures:		
utnorized Signatures:		NOT APPROVED

I have the authority to bind the corporation

Total

I have the authority to bind the corporation

Vendor	Date	Num	Open Balance	Jenny Comments
181 Davenport Retail Inc.				
	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.			87,958.97	
Aercoustics Engineering Ltd.				
	10/01/2022		5,085.00	Approved
	10/01/2022	24276	11,550.01	Approved
Total Aercoustics Engineering Ltd.			16,635.01	
Avison Young Valuation & Advisory Servic				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
	09/30/2022	A20220820782619	10,678.50	consent of a 50% owner?
Total Avison Young Valuation & Advisory Servic			10,678.50	
Borden Ladner Gervais LLP			•	
				Approved. Status of the Parkland Dedication
	09/29/2022	698158005	2,415.38	Appeal?
Total Borden Ladner Gervais LLP			2,415.38	
Bousfields Inc.				
				Approved conditional upon receipt of additional
				information, what Planning issue remains
	09/28/2022	57694	2,330.63	outstanding?
Total Bousfields Inc.			2,330.63	
Chart Communications Inc.				
				Not seemed. Coop has not consisted and
				Not approved. Coco has not approved any
				incremental budget for advertising, promotion &
	00/00/0000	40005	4 570 05	marketing, as the sales do not support the
Total Ohard Oursesselvelland Inc.	09/30/2022	12205	1,576.35	incremental costs, many associated to branding of MI
Total Chart Communications Inc.			1,576.35	
Cini-Little International, Inc.				Why do we have Foodservice Changes? Is this
				applicable to KSFG? Please advise is this shall be a
	09/30/2022	19496	640.37	charge assessed to KSFG?
Total Cini-Little International, Inc.			640.37	•
Coco International Inc.				_
	10/14/2022	2022-14	32,739.02	Approved
Total Coco International Inc.			32,739.02	
Conway and Partners LLC				
				Not approved. Coco has not approved any
				incremental budget for advertising, promotion &
				marketing, as the sales do not support the
	10/03/2022	13710	9,666.67	incremental costs, many associated to branding of MI
Total Conway and Partners LLC			9,666.67	
Core Architects Inc				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
	08/01/2022	68430	17,628.00	costs have been exceeded once again. WHY?
	09/13/2022		81,360.00	Approved
	09/13/2022		13,983.75	Why revisions again? Explain?
	09/13/2022		47,601.25	Approved
	09/15/2022		508.50	Same comment as for inv #68430
	10/07/2022		74.05	Approved
	10/07/2022		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			295,710.30	
Daoust Vukovich LLP				
				Not Approved - 50% shareholder does not approve
	09/30/2022	123015	1,272.95	the lease of Triovest site as previously noted.
				Approved 8 request a copy of all assessment and
	00/00/2027	100014 100017	454 040 00	Approved & request a copy of all correspondences  Vukovich sent to Mizrahi re: Apple Lease
Tatal Decreat Vision 2-5-1-1-2	09/30/2022	123014-123017	151,610.82	Vukovich sent to Mizrahi re: Apple Lease.
Total Daoust Vukovich LLP			152,883.77	

Vendor	Date	Num	Open Balance	Jenny Comments
Dentons Canada LLP			_	
	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	3704202	40,040.77	Until Denton's commences reporting to the client,
	10/01/2022	3704294	36,531.82	(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			198,432.89	
Design Agency  Total Design Agency	10/01/2022	26652	6,834.52 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.
Dolce Magazine Publishing Inc.  Total Dolce Magazine Publishing Inc.	11/10/2022	15542	15,481.00 15,481.00	Not approved
Hampson Writes Communications Ltd.	00/00/0000	1474050	7.004.00	Neterinal
	09/20/2022 09/20/2022		7,684.00 6,102.00	Not approved  Not approved
	09/20/2022		1,695.00	Not approved
	09/20/2022		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
Total Hampson Writes Communications Ltd.			24,069.00	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
Henein Hutchison LLP.				
	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?
Total Henein Hutchison LLP.	09/18/2022 10/04/2022	20569 Draft Payment	118,634.30 - 133,801.62 102,459.35	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?
Innofab Millwork Corp.			102,400.00	
Total Innofab Millwork Corp.	10/13/2022	18366	16,696.86 16,696.86	Not approved - no details, no information. What does this pertain to?

Vendor	Date	Num	Open Balance	Jenny Comments
Jensen Hughes Consulting Canada Ltd.				
	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.			4,005.85	
KEB Hana Bank Canada				
	10/10/2022	LG \$369K	1,846.60	
	10/14/2022	LG \$228K	1,140.36	
Total KEB Hana Bank Canada			2,986.96	
Krcmar Surveyors Ltd.				
	10/01/2022	50616-22	16,663.96	Approved
Total Krcmar Surveyors Ltd.			16,663.96	
Laughlin Solutions Incorporated				
				What was the value of the original contract? Provide
	09/01/2022	2022-087	11,300.00	details - without details NOT APPROVED.
				What was the value of the original contract? Provide
	10/06/2022	2022-120	4,520.00	details - without details NOT APPROVED.
Total Laughlin Solutions Incorporated			15,820.00	
Lawrence Finn and Associates Limited			,.	
	09/18/2022	4457	9,350.75	
	09/20/2022		7,910.00	
	09/20/2022		2,373.00	
	09/20/2022	4439	2,373.00	
				Not assessed. Coop has not assessed asses
				Not approved. Coco has not approved any
				incremental budget for advertising, promotion &
				marketing, as the sales do not support the
Total Lawrence Finn and Associates Limited			19,633.75	incremental costs, many associated to branding of MI
Masters Insurance Limited				A
	10/03/2022	406837-B	23,437.08	Approved
Total Masters Insurance Limited			23,437.08	
McIntosh Perry Limited				
				Not approved, this is a different Project # CCO-
	09/29/2022	56937	3,898.50	232030-00 Phase 71 reference.
Total McIntosh Perry Limited			3,898.50	
Osler, Hoskins & Harcourt LLP				
				Approved conditional upon receipt of all supporting
				back up for the invoice. Siva to request a copy from
	09/26/2022	12675824	221,367.74	legal.
Total Osler, Hoskins & Harcourt LLP			221,367.74	
Read Jones Christoffersen Ltd.				
	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.			21,102.48	Approved
Reputation.ca Ltd.			_,,,,_,,,	P.P. S. S.
				Not approved. Coco has not approved any
				incremental budget for advertising, promotion &
				marketing, as the sales do not support the
	10/04/2022	7958	17,528.36	incremental costs, many associated to branding of MI
Total Population on Ltd	10/04/2022	. 550		Similar States, many associated to branking of Wil
Total Reputation.ca Ltd.			17,528.36	
Da ware				
Rogers	40/44/005-	TDD 2022	075.07	Annroyed
	10/11/2022	TBD-2022	275.67	Approved
Total Rogers	10/11/2022	TBD-2022	275.67 275.67	Approved
	10/11/2022	TBD-2022		
Total Rogers	10/11/2022	TBD-2022		From prior site meetings (including Mike Clark, Rocky
Total Rogers	10/11/2022	TBD-2022		From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive
Total Rogers	10/11/2022	TBD-2022		From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive detailed listing of all costs associated to the Hyatt /
Total Rogers			275.67	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
Total Rogers	10/11/2022			From prior site meetings (including Mike Clark, Rocky Coco, Josh Lax), Coco requested a comprehensive detailed listing of all costs associated to the Hyatt /
Total Rogers			275.67	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
Total Rogers  Spectra-Con Group Inc.			<b>275.67</b> 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
Total Rogers  Spectra-Con Group Inc.  Total Spectra-Con Group Inc.			<b>275.67</b> 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
Total Rogers  Spectra-Con Group Inc.  Total Spectra-Con Group Inc.			<b>275.67</b> 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
Total Rogers  Spectra-Con Group Inc.  Total Spectra-Con Group Inc.			<b>275.67</b> 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 Rogers  Spectra-Con Group Inc.  Total Spectra-Con Group Inc.			<b>275.67</b> 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.  Not approved. Coco has not approved any
Total Rogers  Spectra-Con Group Inc.  Total Spectra-Con Group Inc.		2198	<b>275.67</b> 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.  Not approved. Coco has not approved any incremental budget for advertising, promotion &

Vendor	Date	Num	Open Balance	Jenny Comments
The Manufacturers Life Insurance Company				
				Approved but no extensions shall be granted until
				Coco is informed on the Hyatt premises and
	11/01/2022 Nov	2022 Rent	4,337.31	construction, as previously requested from MI
Total The Manufacturers Life Insurance Company			4,337.31	
Westmount Guarantee Services Inc.				
	10/13/2022 237	315-17-18	232,059.00	Approved
Total Westmount Guarantee Services Inc.			232,059.00	
OTAL			1,596,913.06	
PPROVED TOTAL			1,085,551.27	
			<u> </u>	
OT APPROVED TOTAL			511,361.79	

Name	Date	Num	FX	Open Balance		COCO APPROVED OR NOT APPROVED (N. A)
Bae, Kim & Lee LLC					1	
	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
	10/01/2022	26098	USD\$ 400.15 @ 1.500FX	600.23		insight has been provided why MI engaged Lighthouse. What is this for?
T. 1011 HB 1 115	10/01/2022	26955	USD\$ 1456.52 @ 1.500FX	2,184.78	1	What is the issue with Gamma? Full disclosure required.
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		2022-110-001	00D\$ 230,100.01 @ 1.0001 X	442,770.47	·	
Gruppo TH.KOHL				4-12,7 1 0 - 1 7		
	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		
	09/28/2022	46003	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.
	09/29/2022	46366	USD\$ 3095.59 @ 1.500FX	4,643.39		
	09/30/2022	46727	USD\$ 3095.59 @ 1.500FX	4,643.39	1	
Total Hyatt Corporation  KEB Hana Bank Canada				18,573.56		
KEB Hana Bank Canada	10/28/2022	Holdback Transfer Sep 2022		333 333 30	Transfer of Funds	Approved
Total KEB Hana Bank Canada	10/20/2022	Holuback Hallster Sep 2022	•	333,323.29	Transier of Fanas	Approved
Mizrahi - HC				000,020.20		
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			To avoid any	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			potential lien	Is a contract in place?
Walter B	10/12/2022	C1251			claims, Coco is	Explain the extra / change orders, and final contract details negotiated
Cult Iron	10/12/2022	C1251			approving	Explain the extra / change orders, and final contract details negotiated
Bothwell Accurte	10/12/2022	C1251			conditional upon receipt of all extra	Explain the extra / change orders, and final contract details negotiated
Gamma Tractel Ltd	10/12/2022 10/12/2022	C1251 C1251			/change order	Approved Explain the extra / change orders, and final contract details negotiated
Klaus	10/12/2022				information for	Explain the extra / change orders, and final contract details negotiated  Explain the extra / change orders, and final contract details negotiated
Mado	10/12/2022	0.201			which Mizrahi has	and the chief, sharing street, and man contract section negotiated
					executed without	
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			communication /	Explain the extra / change orders, and final contract details negotiated
Modern Niagara	10/12/2022	C1251			insight by Coco	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

Name	Date	Num	FX	Open Balance	COCO APPROVED OR NOT APPROVED (N. A)
CM Fee HST	10/12/2022 10/12/2022			195,352.87 533,313.33	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.
Total Mizrahi - HC				4,635,723.61	
Mizrahi - GC					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
Site Labour	09/16/2022	C1242		646,692.07	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. INVOICES REVIEWED & COMMENTS ATTACHED TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY & PROPER MANAGEMENT.
Total Mizrahi - GC				2,352,468.58	
Wire Fees					
9 x Cable Charge @ \$10				90.00	
9 x Outward Remit @ \$80				710.98 <b>800.98</b>	
DTAL				8,023,226.13	
MIZRAHI GC COSTS:					

0

#### 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:

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.

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 review by a third party consultant, approved by Coco.

Name	Date	Num	FX	Open Balance	COCO APPROVED OR NOT APPROVED (N. A)
Crane Labour	·		•		any 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 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
Construction Cost					
	•	-	•		nsibilites, 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 um and the third party consultant should be approved by Coco.

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

### Mizrahi Commercial (The One) GP Inc.

#### **December 2022 Month End**

### **Payment Listing**

1,232,170.72

Amount of Cheques

	-,,	
Amount of Wires & Transfers	9,118,544.60	10,350,715.32
Amount of Payments from TD Account	124,674.83	124,674.83
Total:		10,475,390.15
Nata Wine are sunto nated in LICDs CDDs KDWs man di	ffor from the cost of	Januardina on FV at time of two refer
Note: Wire amounts noted in USDs,GBPs, KRWs may di	frer from the actual c	sepending on FX at time of transfer
Authorized Signatures:		
Additionized Signatures.		
		NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS
Sam Mizrahi		Jenny Coco
I have the authority to bind the corporation		I have the authority to bind the corporation

Total

	D		October 2022				Control	2022	August 2022					
		December 2022		Ne	vember 2022		Octob	per 2022		Septembe	Pr ZUZZ		August 2022	
Vendor	Date Num	Open Balance DC Comments	Jenny Comments	Date Num Open Ba	ance Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	COCO Approved OR Not Open Balance Approved (N.A.)	Jenny Comments
			Not Approved. However, Mizrahi already											
			processed this invoice last month (12/29) without notification to Coco. Hana was					Northern Citadel Capital Inc., & One8One						
			aware this invoice was not on the payment listing and proceeded to process payment					Davenport Inc. have been placed in receivership effective on October 31, on						
			without notification to Coco. Hana proceeded to allow Mizrahi to process and wired funds					application by PwC as the receiver of Bridging Finance Inc. and certain related entities. As at						
181 Davenport Retail Inc.	12/29/2022 Jan 2023 Rent	32,016.66 PAID	accordingly. See attached KEB Hana bank statement for Dec 2022. [Attachment 1]					June 2022, approximately \$55 million is owing under the loans to Bridging.						
			Not approved - This is a 17% increase is not representative of commercial rate increases in											
	12/21/2023 Jan 2023 Retro I		the market for incumbent tenant. [Attachment 2]						09/28/2022 2022-013	55,942.31	Taxes approved for payment.			
			Not approved - Lease has expired. Coco comments remain status quo from prior					FINAL LEASE PAYMENT. Coco does not approve			Approved with no further extensions			
Total 181 Davenport Retail Inc.	02/01/2023 Feb 2023 Rent	37,666.67 75,333.33	period (see comments above)			12/01/2022 Dec 2022 Rent	32,016.66 32,016.66	any further extensions be granted.	11/01/2022 Nov 2022 Rent	32,016.66 87,958.97	granted.	10/01/2022 Oct 2022 Rent	32,016.66 Approved	
7296126 Canada Inc.		19,000.00			•		32,010.00			67,536.57			32,010.00	
								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						
Total 7296126 Canada Inc.		<u> </u>				11/01/2022 F-5591	9,564.55 9,564.55	information with no response.	_				<del></del>	
Aercoustics Engineering Ltd.							·		10/01/2022 24274	5,085.00	Approved			
					Approved contingent upon Coco receiving									
				12/05/2022 0024514	information if this forms part of the contract of 3,405.54 is an extra. If an extra, why?	or			10/01/2022 24276	11,550.01	Approved	09/13/2022 24150	9,060.60 Approved with question	No line item in the budget. Question: original contract value and YTD paid?
Total Aercoustics Engineering Ltd.  Avison Young Valuation & Advisory Servic	-	-			3,405.54	-	-			16,635.01			9,060.60	
											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%			
Total Autora Managaria								-	09/30/2022 A20220820782619	10,678.50 10,678.50	owner?		10,678.50 10,678.50	
Total Avison Young Valuation & Advisory Servic  Altus Group Limited	1	Cahadula soula d			•		-			10,678.50			10,678.50	
			Approved, conditional upon Altus revising the											
	11/16/2023 441684	schedule which is overdue as dates are 11,829.88 not acheivable	Budget / Construction Schedule to reflect the lack of execution by the Constructor (Mizrahi).											
								Approved, contingent upon Coco receiving a						
	12/14/2022 446684		Same as above			10/21/2022 439722		copy of the "miscellaneous Correspondence (Borrower / Lender)" as noted in the invoice.	_	-		09/08/2022 434512	11,384.47 Approved	
Total Altus Group Limited  Avenue Marble Restoration Inc.	+	18,038.55					7,074.53			-			11,384.47	
			Not approved - Landlord is responsible for this											
	12/13/2022 6934	2,486.00	work (Mizrahi), as lease has expired. See comment above under 181 Davenport											
Total Avenue Marble Restoration Inc.  BA Consulting Group Ltd.		2,486.00					-						<del></del>	
Total BA Consulting Group Ltd.												09/01/2022 77307	757.10 Approved	
Borden Ladner Gervais LLP														
			Not approved as additional information of the status of the Parkland Dedication Appeal not											
			provided.  To date, no update from MI team or legal.											
			Repeated request with no information provided including additional ancillary costs in excess of		Approved contingent upon additional									
			\$100k are assessed to the site with no explanation from Mizrahi Inc. This should not		information of the status of the Parkland  Dedication Appeal. To date, no update from N	И		Approved. Status of the Parkland Dedication			Approved. Status of the Parkland			
Total Borden Ladner Gervais LLP	12/20/2022 698191641	7,959.72 appeal is still pending 7,959.72	be a project costs.		8,656.37 team or legal.	10/31/2022 698169999	1,472.96	Appeal status?	09/29/2022 698158005	2,415.38 2,415.38	Dedication Appeal?	08/31/2022 698148880	7,969.89 Approved	Update on the status of the municipal negotiations
Total Borden Ladner Gervals LLP  Bousfields Inc.		1,959.12			0,000.37		1,472.96			2,415.38			1,303.03	
								If the Project has final planning approvals, what additional planning services is undertaken in this						
								invoice? Not approved until additional			Approved conditional upon receipt of			
						10/28/2022 57890		information is provided regarding scope of services / works.	09/28/2022 57694		additional information, what Planning issue remains outstanding?			
Total Bousfields Inc. BuzzBuzzHome		·					1,483.13			2,330.63				Communication Puriod outport of the 2000 with
				12/01/2022 2022R-090 8	475.00 See below and prior months comments.							08/31/2022 2022R-080	8,475.00 Not approved	Communication Budget exceeded over 300% with no approvals from Coco
					In addition to the comments of last month			Communication Budget continues to be						
					(which we shall not repeat again), we remind a	all .		unilaterally approved by Sam, as per prior submissions dating from 2019. As repeatedly						
					Parties the Credit Agreement Amending Agreement dated February 4th, 2021, execute	d		mentioned, the current spend is well in excess of 300% over budget. Sam agreed to present to						
					by all parties states the following: "2.01(26)(ii) the Borrower shall not incur			Coco (Jenny Coco) a budget in 2019. Instead, Sam delivered a "dry run" with Maria						
					marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including	ng		(accountant for the Project) only. To date, Sam has refused to present a budget and perpetually						
					costs incurred prior to Tranche B advance." Currently the Communication expenditures to			postpones engagement of Coco for approvals. Coco continues to have concerns with mis-						
					date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in			appropriation of the budget towards "branding" of Mizrahi Developments. As perpetually						
					summary, we shall not approve based upon or comments of prior months, as well as the	ur		disputed and noted, Coco continues to be most concerned with the misuse of the						
Total BuzzBuzzHome		<del></del>			8,475.00 above. 6,950.00	10/31/2022 2022R-100	8,475.00 8,475.00	communication budget with no accountability.	_	-		09/01/2022 2022R-078	8,475.00 16,950.00	
Chart Communications Inc.					-,		0,475.00					08/31/2022 12184	1,576.35	
1	ı			1		-1			1			50/31/2022 12104	1,010.33	

		December 2022		Novom	per 2022		Octobe	r 2022		September 2022		August 2022	
		December 2022		Novem	Jei 2022		Octobe	2022		September 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
			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)(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										
Total Chart Communications Inc.	12/31/2022 12267	Marketing and Communications spend has esceeded the budget and until this is resolved,   1,576.35 no approval should be made	Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M or the indept with questionable results. An email was sent on lanuary 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.		Same as above.				09/30/2022 12205 <u> </u>	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 1,576.35	09/01/2022 12162		Communication Budget exceeded over 300% with no approvals from Coco
Cini-Little International, Inc.									09/30/2022 19496	Why do we have Foodservice Changes? Is this applicable to KSFG? Please advise is this 640.37 shall be a charge assessed to KSFG?	5		
Total Cini-Little International, Inc. Coco International Inc.		<u> </u>							_	640.37		<u> </u>	
Total Coco International Inc.	01/11/2023 2022-17	34,417.05 34,417.05	Approved	12/12/2022 2022-16 53,275.24 53,275.24	Approved.	11/14/2022 2022-15	37,856.46 A	pproved	10/14/2022 2022-14	32,739.02 Approved 32,739.02	09/15/2022 2022-13	30,507.57 30,507.57 Approved	
Conway and Partners LLC				12/01/2022 13780 9,666.67	see below.						08/01/2022 13353 08/01/2022 13414	11,333.33 11,333.33	
		Marketing and Communications spend has	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)(ii) the Borrower shall not incu" "2.01(26)(ii) the Borrower shall not incu" "2.01(26)(iii) the government of the Projects in excess of \$15,000,000 (including costs in curred 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 summany, we shall not		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)(iii) 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 pudget with no results. Thus, in summarry, we shall not approve based upon our					Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not			
	01/05/2023 13864	exceeded the budget and until this is resolved, 9,666.67 no approval should be made	approve based upon our comments of prior months, as well as the above.	12/01/2022 13819 9,666.67	comments of prior months, as well as the above.				10/03/2022 13710	support the incremental costs, many 9,666.67 associated to branding of MI	09/06/2022 13663	9,666.67	Communication Budget exceeded over 300% with no
Total Conway and Partners LLC  Core Architects Inc		9,666.67		19,333.34			· ·			9,666.67		32,333.33 Not approved	approvals from Coco
Soft Admices in	12/09/2022 70952	254.25 <sup>Ok</sup>	Approved.  Not Approved - This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Cocc'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						08/01/2022 68430 08/13/2022 75507 08/13/2022 75508	Not approved as presented, as Coco has no details related to these "extra" charges, as we (coco/ Mirzahi / Core) engaged in a lengthy call with CORE to finalize the 17.828.00 contract. Once again, unbeknown to Coco, 81.380.00 Approved 13,983.75 Why revisions again? Explain?			
	12/09/2022 70953	F&B on level 4, hospitality related for which 1,101.75 budget has not been approved	comment was also submitted last month, and no response.	11/16/2022 70763 81,360.00	Approved				09/13/2022 70509	47,601.25 Approved			
	12/09/2022 70954	720.38 ok	Approved	11/18/2022 70764 8,559.75	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			
		Related to Andaz hotel, which is pending budge	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 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This		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								
	12/09/2022 70955	847.50 approved.	comment was also submitted last month, and no response.  Not approved - As this relates to additional height, with no	11/16/2022 70765 1,271.25	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 with.	budget and funding implications addressed with Coco as 50% equity stakeholder.  Not approved - As Construction Administration at 89.6% is not	11/16/2022 70766 2,457.75	Same as above re: Andaz / Hyatt.				10/07/2022 70633	81,860.00 Approved			
	12/09/2022 70959	commensurate to the works in place against	As Construction Administration at 83-os is not commensurate to the works in place against hard construction cost budget. It is likely that extension of time and costs may apply.  Not approved -	11/16/2022 70767 47,801.25	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?			
	12/09/2022 70970	Design works as per original contract. Can be 47,501.25 approved.	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	11/21/2022 70822 1.525.50	Same as above re: Andaz / Hyatt.				10/07/2022 70635	47,601.25 Approved			

		December 2022		Novem	nber 2022		October	2022	Se	ptember 2022		August 2022	
												COCO Approved OR Not	
Vendor	Date Num	Open Balance DC Comments	Jenny Comments	Date Num Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num Oper	Balance Jenny Comments	Date Num Ope	en Balance Approved (N.A.)	Jenny Comments
	12/15/2022 71079	28,250,00 Can be approved	Not Approved - 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.		o Same as above re: Andaz / Hyatt.	10/18/2022 70722	an ab bu co co	is invoice pertains to "Andaz / Hyatt" hotel, of in accordance with Coco's prior comment over continue to await receipt of the dget for approval. Coco shares Altus' necens as noted in 1.15 - the Core Architect ntract has not been finalized. This has been tstanding for many years - why?	10/07/2022 70701	Approved - confirm status of new 1,186.50 application	09/01/2022 70485	28,250.00	
Total Core Architects Inc	12102022 11010	160,813.13		149,442.5	_	IOTOLOGIC TOTAL	11,949.75		10/07/2022 70701	295,710.30	03072022 70400	28,250.00 Approved with question	Explain if insurance was included in the original quotation as a separate line item?
Daoust Vukovich LLP					Not Approved - 50% shareholder does not approve the lease of Triovest site as previously s noted. This is 100% a Mizrahi expense.  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 th unit to the tenant on a timely basis, given Mizrahi advised Coco the unit would be delivered on time and on budget.  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	10/31/2022 123611	ap 1,743.03 no Co res un en Mi un Mi	tt Approved - 50% shareholder does not prove the lease of Triovest site as previously ted. This is 100% a Mizrahi expense.  co approves payment contingent upon final rults of the Court Case. If the Project is successful in the legal matter, Coos shall be titled to seek damages against the GC - zrahi for failure to execute the delivery of the it to the tenant on a timely basis, given zrahi advised Coco the unit would be livered on time and on budget.	09/30/2022 123015	Not Approved - 50% shareholder does not approve the lease of Triovest site as 1.272.96 previously noted.  Approved & request a copy of all correspondences Vukovich sent to Mizrał		3,047.71	
	_			-	addressing F+B in lieu of KSFG?	10/31/2022 123660		ilvered on time and on budget.		151,610.82 re: Apple Lease.	09/01/2022 122336-122337	83,744.70	Submit a copy of the memos and correspondences
Total Daoust Vukovich LLP Delta Furniture		•		22,248.4	3		175,465.93			152,883.77		80,696.99 Approved	from Apple as reference in the invoice
	_					10/01/2022 12720R	An de wit " (\$3: bu 1,960.50 inf	able to approve without a budget for the daz Model, requested since Mike Clarke's parture and not received to date. Consistent the Altus Budget. Alfus Report. increased hotel & retail finishes budget 10,598,000]. These Items are risks to the dayed" Coch as perpetually requested ormation with no response.					
Total Delta Furniture Dentons Canada LLP		•					1,960.50						
	01/01/2023 3727721	Includes time charged for Coco dispute which 3,239.52 should not be charged to the Project.	Not approved - 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 2,520.4	As noted previously and below, Coco does not support the engagement of Rimer for the EMM case. Secondly, there has been no reporting or 4 accountability to Coco.  Denton's invoice highlights matters of which	1			10/01/2022 3704241	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid 44,550.81 under protest.	не		
	01/01/2023 3727805	16,045,85 Relates to strata severance	Not approved - In review of the invoice, Denton's references Strata Severance. However, in review of the invoice, it is apparent lincludes, Mappro Real Claim vs Mizrahi Developments Inc., Heritage Conservation District, Strategy Corp Strategy Meeting (purpose?); Court Attendance and Charges with Sam Mizrahi (Purpose?).		Coco is not aware and require information pric 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 4 accounts should be for the account of Mizrahi.		Sai (Co We red	inton's invoices reflects it is reporting solely to in Mizrahi, thus not reporting to a 50% client to cop and several matters on the Description of ork relate solely to Sam Mizrahi. For the cord, Coco has not sent emails directly to mer, and the professional services memo is occurate.		Pre-paid and Coco has still not approved prior invoice, and requires accountability 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 49,845.77 DETAILS!	of , , 08/15/2022 3894747	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 - Same as above re: Mappro Realty Inc injurious affection claim under Expropriation act on Mirzahi. No details of claim provided to Coco. This is not a project cost and should be charged back to the construction contractor, Mirzahi.		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	F 10/31/2022 3711639	su <sub>l</sub>	noted previously and below, Coco does not oport the engagement of Rimer for the EMM se. Secondly, there has been no reporting or countability to Coco.	10/01/2022 3704294	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid 36,531.82 under protest.	08/22/2022 3694352	107,348.12 Not approved	Same as above & explain the consultant expert (*)
			Not Approved - Information on Municipal code violation is still										
	01/01/2023 3727839	Information on Municipal code violation is still pending and law infraction penalties should be paid by Developer and not charged to the 13,551.35 project.		12/01/2022 372/242 5,497.1	Phil Rimer has not consulted with Coco regarding trust conveyance matter, thus, this is o for the account of Mizrahi.  Denton's invoice details reference matters such as meting with Sam on the contol agreement; Cerieco, Bank of NY (KYC), all matters which	10/31/2022 3711659	to	co does not support given Denton's has failed report to the Client (50% Coco), and why has ategy Corp been engaged?		Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid 52,811.39 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	Re: Trust conveyance. Rimer has not updated Coco on this matter and should not be charge 19,944.31 to the project and paid directly by Mizrani	Not approved - Rimen has not updated Coco on this matter and should not be charged to the project and paid directly by Mizrahi.		Coco has not been consulted upon, nor informed. Once again, this is for the account o Mizrahi, as Denton's has failed to report to the 7 Cocos.		to	co does not support given Denton's has failed report to the Client (50% Coco). Why the de Violation? What Code Violation(s)?	10/01/2022 3704339	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid 17.531.66 under protest.  Pre-paid and Coco has still not approved prior invoice, and requires accountability.	09/01/2022 3699625	61,726.96 Not approved	Same as above $\boldsymbol{\hat{s}}$ explain the consultant expert (*)
	01/01/2023 3618968	Re: Project Orient for period October 2020 and June 2022 for debt funding agreements. Second of the Control of the Control of the Control of the correctly charged after such a long app. This should be queried prior to approval.	This invoice references "Project Orient" for the		_	10/31/2022 3711685		co has not consented to Denton's as Project unsel, due to conflict of interest.	09/30/2022 Credit @ Dentons 3699-	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 3,238.56	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.	114,277.8			a c pro lac to AP PR	date, the prior pre-paid invoice remains to be oncern of Coco as per prior month, no details ovided. Secondly, Coco is concerned with the kof accountability of all prior invoices related the Muzzo litigation matter. NOT PROVING ANY DENTOM'S INVOICES AS PER IOS EMAIL, AND REPLACEMENT INVOICES E NOT ACCEPTABLE WITHOUT SUPPORTING TAILS!	5	198,432.89		512,921.71	
Design Agency					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 9 the Altus Report.	11/01/2022 26778	No CO CO Mi 1,047.20 th No CO CO	It Approved — First and foremost, this insultant is over the original budget, but also co not received the final hotel budget from zrahi, sharing the same concerns as noted in 2-Altus Report. It Approved — First and foremost, this insultant is over the original budget, but also co not received the final hotel budget from		Andaz Hotel Design changes beyond origing scope of work continue to be disputed, as Coco (50% stakeholder has not been	hal		
						11/01/2022 26779		zrahi, sharing the same concerns as noted in e Altus Report.	10/01/2022 26652	engaged nor consulted with) and 6,834.52 clarification required.	09/01/2022 26542	13,367.38 Approved with question	Why has budget been exceeded again?

			December 2022			Novem	ber 2022		Octob	er 2022		September	2022			August 2022	
Venden			DC Comments	Jenny Comments			January Community			James Comments			January Community			COCO Approved OR Not	laner Community
Vendor	Date Num	Open Balance	DC Comments	Not approved -	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Approved (N.A.)	Jenny Comments
				Hotel and Retail budget remain outstanding as per prior comments. Further, the budget has													
	12/16/2022 26957	4,035.	Relates to Hotel for which budget is not approved. Therefore, this invoice should not l approved.	be escalated to \$27M, well in excess of the approved budget of \$18M.				09/01/2022 26543	6,780.00	Not approved for the same concerns noted above							
Total Design Agency  Dolce Magazine Publishing Inc.		4,035.				8,374.29			15,025.30			6,834.52			13,367.38		
				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)(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 questoinable results.  An email was sent on January 3rd, 2023, and to													
			Marketing costs: Total spend exceeds budge	date, we have received no response from													
	12/13/2022 15747	15,481.	limit of \$15m, so this invoice should not be approved	approve based upon our comments of prior months, as well as the above.							11/10/2022 15542	15,481.00					
Total Dolce Magazine Publishing Inc.  Dometic Corporation		15,481.	00									15,481.00 N	Not approved	-	-		
							As per current and prior months (over many years), supported by the Altus Report										
					12/12/2022 440-MUR-0028-R01	1 1,533.72	requesting the same, until a budget is received for Andaz, there shall be no approvals from Coco.										
Total Dometic Corporation  Ernst & Young LLP			_			1,533.72											
Total Ernst & Young LLP														09/07/2022 CA01C100426654	3,672.50 A	pproved	
Farmboy																	
										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 Fasken Martineau DuMoulin LLP			<del>_</del>					10/01/2022 PI-4089-50	4,407.00								
rasken martineau Dumoulin LLP										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							
								12-21-2022 1668855 10/31/2022 1767868	1,429.45 3,107.50	Lenders. Same as above				08/01/2022 1702729			This is a Sam Mizrahi / Terry / Callian Invoice
Total Fasken Martineau DuMoulin LLP			_			-		10/31/2022 1767867	8,820.72 13,357.67	Same as above		<u>-</u>		08/24/2022 1752782	56,157.05 A	pproved	
Fleetwood Fine Furniture International LP										This invoice pertains to "Andaz / Hyatt" hotel,							
										and in accordance with Coco's prior comment above, we continue to await receipt of the							
								10/01/2022 SLH22639-1		budget for approval. Coco shares Altus' concerns as noted in their Reports.							
Total Fleetwood Fine Furniture International LP Fogler Rubinoff LLP						-			7,675.00								
Total Fogler Rubinoff LLP			_				-							09/01/2022 22207474	11,300.00 A	pproved	
GemStar Group							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										
Total GemStar Group					11/01/2022 2110-1	33,894.00 <b>33,894.00</b>	approvals from Coco.										
Glaholt Bowles LLP						-			-	Neither legal counsel nor Mizrahi provided					<del> </del>		
										information related to all of the disputes as noted: Cult Iron? H Levitt?; Seele? Gamma? Limen? Who is Hockman? What is the Bell							
								09/30/2022 26890 10/19/2022 27068	48,439.65	Canada Claim? Same as above				09/01/2022 26748 09/01/2022 26784	32,778.90 16,950.00		
Total Glaholt Bowles LLP			_			-		2.000	96,664.66							pproved with question	Provide a copy of the information related to the Samma and Limen dispute
GNG Sales Inc.										This invoice pertains to "Andaz / Hyatt" hotel,							
										and in accordance with Coco's prior comment above, we continue to await receipt of the							
								11/01/2022 IN00041		budget for approval. Coco shares Altus' concerns as noted in their Reports.							
Total GNG Sales Inc Hampson Writes Communications Ltd.			<u> </u>			-			28,240.37						-		
											09/20/2022 MZ1352 09/20/2022 MZ1353		Not approved Not approved	08/23/2022 MZ1347 08/23/2022 MZ1349	1,695.00 7,458.00		
				Not Approved													
				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)(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 questoinable results. An email was sent on January 3rd, 2023, and to													
				date, we have received no response from													
	12/12/2022 MZ1365	1,695.0	Marketing costs: Total spend exceeds budge limit of \$15m, so this invoice should not be approved		11/22/2022 MZ1362	6,102.00	See comments below.	10/28/2022 MZ1358	7,684.00	See comment below - summarized	09/20/2022 MZ1354	1,695.00 N	Not approved	08/26/2022 MZ1350	1,695.00		
•	•							-			•			-			

March   Marc			Decen	mber 2022			Novemb	per 2022		Octobe	er 2022		September 202	22			August 2022	
					I.m.													
And a second sec	Vendor	Date Num	Open Balance DC	C 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	Approved (N.A.)	Jenny Comments
March   Column   Co			limit of \$15m, so this	In a crem Arm 202 202 folial Bon adv excending prior prior prior prior 202 52 A color section and advisors	addition to the comments of last month, we mind all Parties the Credit Agreement claude rebrusary 4th, 21, executed by all parties states the lowing: "2.01(26)(ii) the rrower shall not incur marketing and vertising costs in respect of the Prioejets in respect of the Prioejets in cress of \$15,000,000 (including costs incurred or to Tranche B advance." Currently the mmunication expenditures to date are in reses of \$13.7 M. This in now in excess of \$1.7 M. This in now in excess of \$1.7 M. This in one in excess of \$1.7 M. This is now in excess of \$1.7 M. This													
		12/14/2022 MZ1366	6,102.00 approved	mor	onths, 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 ap	pproved	08/29/2022 MZ1351	6,102.00		
				In a remm Amma 2020 folial Born adva exxxes for a constant adva exxxes for a constant adva folial fo	addition to the comments of last month, we mind all Parties the Credit. Agreement the Credit agreement dated February 4th, 21, executed by all parties states the lowing: "2.0.1(26)(ii) the rrower shall not incur marketing and vertising costs in respect of the Prioejets in respect of the Prioejets in cress of \$15,000,000 (including costs incurred or to Tranche B advance." Currently the mmunication expenditures to date are in reses of \$17.7M. This in own in excess of \$1.7M. This in own in excess of \$1.7M. This in own in excess of \$1.7M. This in own in excess of the control of the prioejets of the								incren promo suppo	nental budget for advertising, otion & marketing, as the sales do n ort the incremental costs, many				
Part		12/20/2022 MZ1367	7,006.00	moi	onths, as well as the above.	11/22/2022 MZ1364	7,910.00	See comments below.	11/03/2022 MZ1361	1,695.00	See comment below - summarized	10/17/2022 MZ1356	6,102.00 associ	ated to branding of MI	08/30/2022 MZ1348	565.00		
Part								(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)(iii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000 (including costs incured prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$15.7 M. 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			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 Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most concerned with the misuse of the themset.		incren promo suppo	nental budget for advertising, otion & marketing, as the sales do n rt the incremental costs, many		area N	Angered	Communication Budget exceeded over 300% with no
Part	Total Hampson Writes Communications Ltd.  Harris Sheaffer LLP		14,803.00				16,498.00	above.		10,339.50	communication budget with no accountability.		24,069.00 associ	ated to branding of MI		17,515.00 No	t Approved	approvals from Coco
## A PART						11/28/2022 144084	2,003.92	information regarding the requirement of a letter to Tarion, and the release of purchaser's deposit monies. Explain?							08/29/2022 142900			
March   Marc			-				2,003.92									5,743.01 Ap	proved	
Post				Not	About							09/18/2022 20341	Henei Projec provic	n who is not legal counsel to the ct. Secondly, why has the law firm n ded all details of account? Why is	ot			
Palace   P		12/01/2022 20931	Coco approval. Relates to McCarthy	How inventor to C on the Control of	wever, Mizrahi already processed this voice last month (12/22) without notification Coco. Hana was aware this invoice was not the payment listing and proceeded to ocess payment without notification to Coco. na proceeded to allow Mizrahi to process d wired funds accordingly. See attached oice and wire transfer. Coco has never proved to retain Henein Hutchison as legal unsel for the Project. zrahi to provide list of litigation and updates all cases/claims as previously requested by co. To date there has been no response to co's request. [Attachment 3]				11/01/2022 002 (xxxx)		Henein who is not legal counsel to the Project. Secondly, why has the law firm not provided all proir details of account? Why is Mizrahi not disclosing this information? Current invoice indicates issues related to McCarthy's - re:	09/18/2022 20569	Henei Projec provic	n who is not legal counsel to the ct. Secondly, why has the law firm n ded all details of account? Why is	ot			
10 Group Printestand Earnoles 10.  10 Group Printestand Earnoles 10.  10 Ulbuse on scope of works with no details of 10 to 10		12/31/2022 21179	Relates to McCarthy 22 415 81 notices Dec 2022	thy, CEREICO and default Hut	tchison as legal counsel for the Project and				11/11/2022 20770	8 700 OF	see above	10/04/2022 Draft Proment	- 133 801 62			_		
Contact   Cont	Total Henein Hutchison LLP. IBI Group Professional Services Inc.			uiis			-					June 1 dymon						
Not approved - no details, no information.    10/13/2022 18366   16,666.86	Total IBI Group Professional Services Inc.		932.11 in October 2022  Unclear on scope of 1,130.06 in October 2022	of works but it was approved atta  Not of works but it was approved  Unc	iclear on scope of works, with no details cached. it approved - iclear on scope of works, with no details		-						<u></u>		09/01/2022 10092805	2,703.85 6,850.18	proved	
Not approved -   Unclear on scope of works, with no details atched.   Unclear on scope of works - related to partial to															L.			
12/30/2022 INV4-0072097 678.00 Unclear on scope of works attached. Not approved - Unclear on scope of works - related to partial 12/30/2022 INV4-0072098 1,188.50 occaping code change suport 12/30/2022 INV4-0072098 1,188.50 occaping code change suport 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved, no information on contract. 11/77/202 INV4-0071501 1/7/38.87 Not approved. 11/77/202 INV4-0071501 1/7/38.87 Not approved.	Total Innofab Millwork Corp.  Jensen Hughes Consulting Canada Ltd.		<u> </u>				-					10/13/2022 18366		uoes tnis pertain to?		· ·		
129/3/2022 INV4-0072098 1,185.50 occupancy code change suport attached. 11/17/2022 INV4-0075091 17/33.87 Not approved, no information on contract. 09/18/2022 INV4-0076983 1,585.50 occupancy code change suport attached. 11/17/2022 INV4-0076983 1,585.50 occupancy code change suport attached. 4.068613 approved, no information on contract.		12/30/2022 INV4-0072097		of works atta	ached. ot approved -	11/17/2022 INV4-0071160	3,474.75	Not approved, no information on contract.				09/18/2022 INV4-0066837	2,395.60 Not a	pproved				
ones Lang LaSalie Real Estate Services	Total Jensen Hughes Consulting Canada Ltd.  Jones Lang LaSalle Real Estate Services	12/30/2022 INV4-0072098	1,186.50 occupancy code cha	hange suport atta	ached.	11/17/2022 INV4-0071501						09/18/2022 INV4-0066838		pproved				

Companies   Comp			Dece	ember 2022			Novemb	er 2022		Octobe	r 2022		September	2022			August 2022	
The control of the	Vender			20.0	Inner Comments			January Community			January Community			January Community				
TATION OF THE PROPERTY OF THE	Vendor	Date Num	Uneura on econa	of works. Billed for	-	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date Num	Open Balance	Approved (N.A.)	Jenny Comments
	Total Jones Lang LaSalle Real Estate Services	12/01/2022 CA014032444	4,700.80 2020.	ervices. Last invoiced in June	Unclear on Contract for the sum of \$81,040.													
	Joy Von Tiedemann Photography Inc.																	
# 1						12/06/2022 43096	743.54	See below.										
Part						12/06/2022 43098	4,847.70	See below.										
Part								In addition to the comments of last month										
								(which we shall not repeat again), we remind all										
Companies   Comp								by all parties states the following:										
Part								marketing and advertising costs in respect of										
								costs incurred prior to Tranche B advance."										
								date are in excess of \$17.7M. This is now										
The second secon								summary, we shall not approve based upon our comments of prior months, as well as the										
Companies   Comp	Total Joy Von Tiedemann Photography Inc.  JF Fabrics		<u> </u>				21,879.64	above.								•		
## PATE OF PAT																		
Marchan   Marc											above, we continue to await receipt of the oudget for approval. Coco shares Altus'							
Companies   Comp	Total JF Fabrics		<del></del>				-		10/01/2022 2412	2,085.59								
Part	KEB Hana Bank Canada		-									10/10/2022 LG \$369K	1,846.60					
Part							100.00	Invoice has already been paid and processed.				10/14/2022 LG \$228K	1,140.36					
Companies   Comp						[City of Toronto for Heritage												
Part						\$790,000; Renewal fee@0.875%												
Part						extension 6 months - exp.	6 912 50											
## PARTICIPATION OF THE PARTIC						[City of Toronto	0,012.00											
						\$369,320.16;												
Column   C						extension 6 months - exp.												
March   Marc						12/14/2022 <u>LG Renewal fee</u>	3,231.55											
						for Base Park Improvements												
Part						Renewal fee@1.00%;												
Companies   Comp						months - exp.												
# Manufact of the decomposition of the control of t	Total KEB Hana Bank Canada												2,986.96					
Section   Sect				i	information on Contract and Scope of Work.													
March   Marc		12/01/2022 50449/22	12,000.70 Survey plotting, G	GPS and field visit	package costs over-budget.													
March   Marc				i	information on Contract and Scope of Work.			Approved contingent upon information										
Part	Total Krcmar Surveyors Ltd.	12/30/2023 51417/22				12/01/2022 51255/28	6,793.05	regarding YTD / Budget.	11/01/2022 50949-22		Approved	10/01/2022 50616-22		Approved				
Marcan Content of Marcan Con	Lacquer Craft Hospitality Inc.		,				,						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Second Column   Second Colum											and in accordance with Coco's prior comment							
Marie Maintenness   Mari									10/24/2022 11800		oudget for approval. Coco shares Altus'							
Agree of company of	Total Lacquer Craft Hospitality Inc.  Laughlin Solutions Incorporated	-	-				-				in ordinaports.							
A page of contagen read on contagen of the con													1	Provide details - without details NOT	?			
Appeal of college of c					Not approved -							09/01/2022 2022-087	11,300.00	APPROVED.				
Specific and speci					Coco was advised all permits were received, yet													
Agreement all and process of 15 200 per la month. Command and pr			Transportation Co.		apparent there are documents required by Meritz, Coco not informed. Request details of			and HVAC Permits. Coco was advised all permits were received, it is apparent there are							?			
11700002 448		12/29/2022 2022-155	charges. Last mor 12,430.00 permit work should	ervice Permit for Meritz inth's JC comments states that	communiciation required by Lender from	11/27/2022 2022-135	6,780.00	several outstanding from this invoice for services rendered.	11/04/2022 2022-126	27,120.00		10/06/2022 2022-120	4,520.00	Provide details - without details NOT				
10220222 444	Total Laughlin Solutions Incorporated  Lawrence Finn and Associates Limited		12,430.00			44/40/0000 ****				27,120.00			15,820.00		ontrologes			
11700 2022 4469 1000 2027 2022 4469 2 2373 00 00277022 4469 7,08.16  Indication to the comments of last month which or stayant again, we remed at Parties, the Credit Agreement Amending Agreement added February Alty, 2022, executed by all parties states the following:  - 20,101,501,016 be Dornover shall not propose all not incur marketing and advertising costs in respect of the Pripage, in execus of 31,700.1 his in row Currently the Communication expenditures to data et air necess of 51,700.1 his in row S.27M over budget with no results. Thus, in summary, we hall not approve based upon our marketing as the sales do not comments of prior months, as well as the comments of prior months,						11/22/2022 4464	2,373.00	See below	10/14/2022 4460	0.211.20					08/27/2022 4454	9,337.19		
(which we shall not repeat again), we remind all Farties the Credit Agreement Amending Agreement dated February 4th, 2021, excused by all parties states the following:  "2.01(26)(ii) the Borrower shall not four marketing and advertising costs in respect of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in excess of \$51,500,000 (including costs increased of the Pipojets in exces							7,994.75	See below	11/07/2022 4461			09/20/2022 4459			08/27/2022 4456			
Parties the Credit Agreement Attance Executed by all parties tastes the following:  "2.01[25[ii]) the Borrower shall not incur marketing and advertising costs in respect of the Projectist in excess of \$15,000,000 (including costs incurred prior to Tranche 8 advance."  Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$5.7.7M over budget with no results. Thus, in incremental budget for advertising, promotion & incremental b																		
by all parties states the following: "2 01/26/(ii) the Borrower shall not approve shall not licur marketing and advertising costs in respect of the Pripelets in excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$15,000,000 (including) costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$15,000,000 (including) costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$15,000,000 (including) costs incurred prior to Tranche B advance." S,27M over budget with no results. Thus, in incremental budget for advertising, promotion & incremental budget for advertising, as the sales do not support the promotion & marketing, as the sales do not unarrently as the sales of not support the promotion & marketing, as the sales do not support the incremental costs, many associated to branding support the incremental costs, many approvise from Coon the Bales Inc.  - 0001/2022 0003965 12,300.00  - 0001/2022 0003965 12,300.00								Parties the Credit Agreement Amending										
marketing and advertising costs in respect of the Projectis in excess of \$15,000,000 (including costs incurred prior to Tranche B advance."  Currently the Communication expenditures to date are in excess of \$21,70M. This is now series are in excess of \$21,70M. This is now \$1,77M. This is now \$2,77M over budget with no results. Thus, in incremental budget for advertising, promotion & incremental budget for advertising. Promotion & arketing, as the sales do not supprove based upon our comments of prior months, as well as the incremental costs, many associated to branding support the incremental costs, many associated to branding of MI \$1,300.00 \$1,30								by all parties states the following:										
costs incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now \$5.7.M over budget with no results. Thus, in summary, we shall not approve base dup on our an arketing, as the sales do not support the comments of prior months, as well as the date incremental costs, many associated to branding date incremental costs, many associated to branding of MI  \$5.7.M over budget with no results. Thus, in incremental budget for advertising, and incremental budget for								marketing and advertising costs in respect of										
date are in excess of \$17.7M. This is now S2.7M over budget with no results. Thus, in surfecting, as the sales do not supproved. Cocc has not approved. Cocc has not approved any incremental budget or advertising, promotine & incremental budget or advertising promotine &								costs incurred prior to Tranche B advance." Currently the Communication expenditures to										
comments of prior months, as well as the al Lawrence Finn and Associates Limited .  comments of prior months, as well as the al Lawrence Finn and Associates Limited .  comments of Prior months, as well as the prior months, as well as the support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many associated to branding of MI .  support the incremental costs, many asso								date are in excess of \$17.7M. This is now \$2.7M over budget with no results. Thus, in			ncremental budget for advertising, promotion &		i	ncremental budget for advertising,				
	Total Laurence Fig A Association							comments of prior months, as well as the			ncremental costs, many associated to branding		2	support the incremental costs, many				Communication Budget exceeded over 300% with no
	Total Lawrence Finn and Associates Limited  Lerch Bates Inc.						26,140.85	auove.		17,362.45	JI IVII		19,633.75	associated to branding of MI	09/01/2022 0063965			approvidis from Coco
	Total Lerch Bates Inc.																oproved with question	Why was Lerch Bates retained?

		December 2022			Novemb	per 2022		Octobe	er 2022		September 202	2		Aug	ust 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		Approved OR Not	Jenny Comments
Live Build Inc	Date Nulli	- Cpell balance	comy commonic	Date Nulli	- Open Balance	comy commone	Date Nulli	open barance	comy commonic	Date Nulli	open balance	com, commone	08/30/2022 292	24,860.00	proved (mixa)	Jenny comments
Total Live Build Inc Lord Cultural Resources		· ·			-						-			24,860.00 Approve	d	Prepayment
Total Lord Cultural Resources		<u> </u>									<del>`</del>		09/01/2022 0002385.00-20	1,372.95 1,372.95 Approve	d	
Luis Vega						Same comment regarding communication										
Total Luis Vega		·		11/25/2022 267		expenditures as per above.		-			-					
Masters Insurance Limited										10/03/2022 406837-B	23,437.08 Approv	ed				
Total Masters Insurance Limited McIntosh Perry Limited		•			-						23,437.08		08/01/2022 88414	1,812.52		
							10/01/2022 89812	627.15	Approved				08/01/2022 89355	2,458.88		
	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		09/29/2022 56937	3,898.50 CCO-2	proved, this is a different Project # 82030-00 Phase 71 reference.	09/01/2022 91258	3,511.76		
Total McIntosh Perry Limited MCW Consultants Ltd.		1,859.98			1,564.49			3,979.30			3,898.50			7,783.16 Approve	d	
				11/01/2022 54881		Approved - within budget and scope of original contract (NOTE: All others approved below with same comment.)										
						Not approved - why additional service letter?										
				11/02/2022 54986		What is the scope of work change? Approved - within budget and scope of original										
				11/03/2022 55082	3,955.00	contract (NOTE: All others approved below with same comment.) Not approved - why was another consultant										
				11/04/2022 55223	986.41	required?  Approved - within budget and scope of original										
				11/07/2022 55269	3,955.00	contract (NOTE: All others approved below with same comment.)										
				11/08/2022 55372 11/09/2022 55474	3,955.00	Approved Approved										
				11/10/2022 55679	4,237.50	Approved Not approved - why additional service letter? What is the scope of work change?										
				11/14/2022 55865 11/15/2022 55957	3,955.00 5,030.76	Approved Approved										
				11/16/2022 55999 11/17/2022 56085	1,491.60	Not approved, why are there hotel suite revisions? Approved										
				11/29/2022 56291		Approved										
	12/20/2022 56490	3,955.00 Construction administration	Not approved - Why additional service letter?	11/29/2022 56292		Not approved - why additional service letter? What is the scope of work change?										
	12/20/2022 56491	New tenant's MEP requirement feasibility study. Has this been requested by the tenant post- 1.210.72 factum?	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?										
Total MCW Consultants Ltd.  Metro Acquisition 2004 Inc.	12202022 30401	5,165.72		1210 112022 000041	62,479.24			-			<del></del>			-		
						This invoice pertains to "Andaz / Hyatt" hotel,			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'			and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus'							
Total Metro Acquisition 2004 Inc.		<del></del>		12/01/2022 M057478		concerns as noted in their Reports.	10/01/2022 PF0152525-3		concerns as noted in their Reports.							
Michael London Design Inc.					1,000.00			400.00								
		Discussion on rendering made Interior Design	Not Approved - What interior design services have been													
Total Michael London Design Inc. MLT Alkins LLP	12/16/2022 IN-100874	500.03 Services Feb25-Jun15 '2021 500.03	retained? Explain?		-									-		
MLI AIRINS ELP		Manitoba annual retrun fee services. Should thin	s													
Total MLT Alkins LLP Moon-Matz Ltd.	12/01/2022 6304929	408.80 be charged to the project?	Approved for MB annual return.		-			-						<del></del>		
moon-mar Eta.							10/19/2022 19597 11/01/2022 19844		Approved contingent upon receipt of a budget Approved contingent upon receipt of a budget					-		
Total Moon-Matz Ltd.  Mulvey & Banani Audio Visual Inc.		<del></del>						11,074.00						-		
Total Mulvey & Banani Audio Visual Inc.													09/06/2022 1149	42.38 Approve	d	
Mulvey & Banani International Inc.			Not approved until Coco is in receipt of	11/08/2022 149512	18,645.00	See below.										
	12/06/2022 150163	18,645.00 BI & ICT Engg. Related. Contract not provided	Contract	11/08/2022 149513		See below. Not approved until Coco is in receipt of		-								
Total Mulvey & Banani Audio Visual Inc. Mulvey & Banani Lighting Inc.	<u> </u>	18,645.00				contract details.		-	Not approved until "additionalf "					- Approve	d	
Total Mulyey & Banani Linhting Inc		<del></del>					11/08/2022 3327		Not approved until "additional scope of work" information is provided		<u>-</u>		09/06/2022 3209	2,712.00 2,712.00 Approve	d	
Total Mulvey & Banani Lighting Inc. NEEZO Studios Inc.		<u> </u>						3,164.00					09/06/2022 14003	2,712.00 Approve	-	
Total NEEZO Studios Inc. Nelnor Construction														9,061.19 Not appr	roved	Communication Budget exceeded over 300% with no approvals from Coco
				11/30/2022 5973	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'										
Total Nelnor Construction Northern Feather Canada Ltd.		<u>.</u>		12/01/2022 145115		concerns as noted in their monthly Report.  Same as above.		-						•		
Total Northern Feather Canada Ltd. Onyx-Fire Protection Services Inc.		· · ·			1,153.17			-			· ·			-		
	12/09/2022 20095	13,096.41	Not approved until a Contract is submitted. What is the value?													
Total Onyx-Fire Protection Services Inc. Osler, Hoskins & Harcourt LLP		13,096.41			-				Deld CHOW 4200					<del></del>		
			Not approved - not all project related costs, several related to Mizrahi buyout of Coco and				06/29/2022 12645811	37,330.57	Paid CHQ# 1289							
	12/20/2022 12712308	39,687.30	KYC - BNY Melon Bank				10/26/2022 12686340		Paid CHQ# 1289			ed conditional upon receipt of all				
	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	suppor 221,367.74 reques	ting back up for the invoice. Siva to t a copy from legal.	08/26/2022 12666248	46,760.70		
Total Osler, Hoskins & Harcourt LLP  Read Jones Christoffersen Ltd.	04/04/0000 00000	41,091.33	Approved		-			202,591.66		00/00/0000 00000	221,367.74		00/04/0000 00000	46,760.70 Approve	d	
	01/01/2023 396909 01/01/2023 396910 01/01/2023 396911	130.35 10,170.00 9,548.50	Approved Approved Approved	11/30/2022 393678	1 076 33	Approved - within budget.	10/31/2022 390861 10/31/2022 391276		Approved - within Budget Approved - within Budget	09/30/2022 388090 09/30/2022 388091 09/30/2022 388092	5,085.00 14,690.00 251.15		08/31/2022 385018 08/31/2022 385019 08/31/2022 385020	3,051.00 2,034.00 14,690.00		
•	3110112023 3908TT	0,000.00			1,076.33	Stee mann budget.	.500 112022 3012/0	5,065.00	Duuget	30/00/2022 300082	201.10		30/01/2022 300020	14,050.00		

		December 2022			Noveml	per 2022		Octob	per 2022		Septembe	r 2022		August 2022	
														COCO Approved OR Not	
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 Approved (N.A.)	Jenny Comments
			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	5											
	12/30/2022 396940	1,076.33 Façade Engg	construction work is only 48% as of November 2022?	11/30/2022 393715	10 831 50	Approved - within budget.	10/31/2022 391277	14 690 00	Approved - within Budget	10/01/2022 388062	1,076.33		09/01/2022 386104	1,076.33	
Total Read Jones Christoffersen Ltd.  Rebar Enterprises Inc.	12/30/2022 350540	20,925.18	LULL.	11/30/2022 393/13	20,907.83	7,pproted Within budget.	10/31/2022 3912/7	21,137.94		10/01/2022 388002		Approved	08/01/2022 300104	20,851.33 Approved	
Rebai Enterprises IIIC.	01/01/2023 18990	678.00	Approved										09/01/2022 18366 09/01/2022 18367	406.80 813.60	
	01/01/2023 19054 01/01/2023 19055	542.40 339.00	Approved Approved				10/20/2022 19364 10/20/2022 19365	406.80 474.60					09/01/2022 18368 09/01/2022 18689	339.00 717.90	
Total Rebar Enterprises Inc.	01/01/2023 19126	15,273.77 Steel Fabrication and Wall 16,833.17	Approved				10/31/2022 19438	28,378.93 29,260.33	Approved.		-		09/01/2022 18877	3,591.94 5,869.24 Approved	
Remy Del Bel				re: Kosher meals and eve		NOT APPROVED - Holiday party and event rent									
Tabl David Bal Bal				12/09/2022 12092022	11,079.21	wihtout approval of Coco								- Not Approved	Communication Budget exceeded over 300% with no approvals from Coco
Total Remy Del Bel Renwil Inc.		·			11,079.21									- Not Approved	аррючав попі сосо
									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'						
Total Renwil Inc.		<del></del>					10/01/2022 SO-1473050	1,104.00	concerns as noted in their Reports.		-			<u> </u>	
Reputation.ca Ltd.								.,							
												Not approved. Coco has not approved any incremental budget for advertising,			
												promotion & marketing, as the sales do not support the incremental costs, many			
Total Regulation 14										10/04/2022 7958	17,528.36 17,528.36	associated to branding of MI	06/02/2022 7675	10,170.00 10,170.00 Not Approved	Communication Budget exceeded over 300% with no approvals from Coco
Total Reputation.ca Ltd. Rogers	01/11/2023 TBD	275.67 Approved	Approved	12/01/2022 TBD-Dec2022	275 67	Approved	11/11/2022 2559702774	275.67		10/11/2022 2547391972		Approved	09/11/2022 2535147374	10,170.00 Not Approved 275.67	app. July 1011 COO
Total Rogers Rowan Williams Davies & Irwin Inc.	- Inneced IDD	275.67 Approved	.,		275.67			275.67			275.67			275.67 Approved	
Rowan Williams Davies & Irwin Inc.  Total Rowan Williams Davies & Irwin Inc.		<del></del>			-		11/07/2022 ARIV1005194	14,125.00	Approved - within Budget		<del></del>		03/31/2022 ARIV1002582	94,129.00 94,129.00 Approved	
Spectra-Con Group Inc.		·			·			14,120.00			·			34,123.00 Арргочео	
												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			
										10/01/2022 2198	710.31	for approval. To date, no information has been provided.			
Total Spectra-Con Group Inc. St. Joseph Media		<del></del>						-			710.31			•	
													08/01/2022 IN448	19,210.00	
			Not Approved -												
			In addition to the comments of last month, we remind all Parties the Credit Agreement						Communication Budget continues to be						
			Amending Agreement dated February 4th, 2021, executed by all parties states the			In addition to the comments of last month (which we shall not repeat again), we remind all			unilaterally approved by Sam, as per prior submissions dating from 2019. As repeatedly						
			following: "2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Prjoejcts in			Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed by all parties states the following:			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,						
			excess of \$15,000,000 (including costs incurred prior to Tranche B advance." Currently the			"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of			Sam delivered a "dry run" with Maria (accountant for the Project) only. To date, Sam						
			Communication expenditures to date are in excess of \$17.7M. This is now in excess of			the Prjoejcts in excess of \$15,000,000 (including costs incurred prior to Tranche B advance."			has refused to present a budget and perpetually postpones engagement of Coco for approvals.						
			\$2.7M over budget with questoinable results.  An email was sent on January 3rd, 2023, and to			Currently the Communication expenditures to date are in excess of \$17.7M. This is now			Coco continues to have concerns with mis- appropriation of the budget towards "branding"			Not approved. Coco has not approved any			
			date, we have received no response from Mizrahi. Thus, in summary, we shall not			\$2.7M over budget with no results. Thus, in summary, we shall not approve based upon our			of Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most			incremental budget for advertising, promotion & marketing, as the sales do not			
	12/15/2022 IN2062	Marketing and Communications spend has exceeded the budget and until this is resolved 19,210.00 no approval should be made	approve based upon our comments of prior months, as well as the above.	11/18/2022 IN1731	19,210.00	comments of prior months, as well as the	10/20/2022 IN1339	19 210 00	concerned with the misuse of the communication budget with no accountability.	09/30/2022 IN1151		support the incremental costs, many associated to branding of MI	08/01/2022 IN460	12,995.00	
Total St. Joseph Media		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
Suite 22									This invoice pertains to "Andaz / Hyatt" hotel,						
									and in accordance with Coco's prior comment						
							10/24/2022 1148	r 100	above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.						
Total Suite 22 Sun-Brite		· ·			-		10,24/2022 1140	5,427.75						<u> </u>	
Dan-Dille						This invoice pertains to "Andaz / Hyatt" hotel,									
						and in accordance with Coco's prior comment above, we continue to await receipt of the									
				11/07/2022 52695		budget for approval. Coco shares Altus' concerns as noted in their Reports.								<del>.</del>	
Total Sun-Brite Toronto Concrete Floors Ltd.		<del></del>			3,819.00			-						<del></del>	
						This invoice pertains to "Andaz / Hyatt" hotel,									
						and in accordance with Coco's prior comment above, we continue to await receipt of the									
				11/30/2022 1321-001	2,825.00	budget for approval. Coco shares Altus' concerns as noted in their Reports.								<u> </u>	
Total Toronto Concrete Floors Ltd.  The Manufacturers Life Insurance Company		•	Not approved - Missahi sono d		2,825.00			-			-			•	
	04/04/0000	Church St unit rent has been renewed beyond	Not approved - Mizrahi renewed without consultation or approval from Coco for the												
	01/01/2023 Jan 2023 Rent	4,337.32 Dec 2022 [Jan-Oct 2023] w/o Coco's approva	period Jan - Oct 2023						Approved with no extensions beyond December						
			Not approved - Mizrahi renewed without						2022 rent, as Coco has not been informed of the final budget, nor why the perpetual delays in			Approved but no extensions shall be granted until Coco is informed on the Hyatt			
	02/01/2023 Feb 2023 Rent	Church St unit rent has been renewed beyond 4,337.32 Dec 2022 [Jan-Oct 2023] w/o Coco's approva	consultation or approval from Coco for the				12/01/2022 Dec 2022 Rent	4 000	completion of this scope of work. Any extensions are a backcharge to the GC - Mizrahi.	11/01/2022 Nov 2022 D		premises and construction, as previously requested from MI	10/01/2022 Oct 2022 Rent	A 337 24 Approved	Confirm term until December and status of unit(s)?
Total The Manufacturers Life Insurance Company Valcoustics Canada Ltd.	02/01/2023 Feb 2023 Rent	4,337.32 Dec 2022 (Jan-Oct 2023) Wio Coco's approva	period 3811 - Oct 2023		-		12/01/2022 Dec 2022 Rent	4,337.31 4,337.31		11/01/2022 Nov 2022 Rent	4,337.31 4,337.31		10/U1/2022 Oct 2022 Rent	4,337.31 Approved	
valicousuce canada Ltd.			Not approved - this is a noise by-law infraction												
	12/01/2022 0030888	6,343.96 Accoustic engg. Consulting	caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.												
	1201/2022 0030000	Goroco · · · · · · · · · · · · · · · · · ·	Not approved - this is a noise by-law infraction												
	12/28/2022 0031126	4,900.81 Accoustic engg. Consulting	caused by Mizrahi the constructor, and Mizrahi is responsible for payment of this fee.												
Total Valcoustics Canada Ltd.		11,244.77		L				<del></del>			-			-	

			December 2022			Novemb	er 2022			Octobe	2022			September	2022				August 2022	
Vendor Westmount Guarantee Services Inc.	Date Num	Open Balance	DC Comments	Jenny Comments	Date Num	Open Balance	Jenny Comments	Date	Num (	Open Balance	Jenny Comments			Open Balance	Jenny Comments	Date	Num	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments
Total Westmount Guarantee Services Inc.	01/16/2023 237315-17-19	238,401.00 238,401.00		Approved					_	<del></del>		10/13/2022 23731	15-17-18	232,059.00 A			•	<del></del>		
TOTAL APPROVED TOTAL NOT APPROVED TOTAL		1,232,170.72				707,716.74				1,008,294.27			<u></u>	1,596,913.06 1,085,551.27 511,361.79			•	1,372,736.77		

						-											
Vender	Date Num	December 2022 FX Open Balance		Date Num	November 20 FX Open Balar		Date Num		Open Balance	JC COMMENTS:	Date Num		nber 2022 en Balance (N. A)	Date		Ust 2022 Open Balance	APPROVED (N. A)
Architex International	Date Nulli	PA Open Balance	- COMMENTS.	Date Nulli	rx Open Baiai	Je comments.	Date Nulli			Not approved as follows:		FX Op	en Balance (N. A)	Date	Idiii FX	Open Balance	AFFROVED (N. A)
							10/21/2022 836582	USD 171.64 x 1.5	257.46	i) why are we paying off a proforma in	nvoice?						
										ii) Unable to approve without a budge	at						
										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							
			_			_	11/27/2022 838115	USD 172.38 x 1.5		with no response.			0.00			0.00	
Total Architex International  Bae, Kim & Lee LLC		<u> </u>				•			516.03				0.00			0.00	
							10/24/2022 F-2022-10-0193 11/04/2022 F-2022-11-0039			Approved Approved							
			Approved subject to an update on Apple														
Total Bae, Kim & Lee LLC	01/11/2023 F-2023-01-0050	US\$ 490.00 @ 1.400 FX 686.00		12/13/2022 F2022-12-0121		9.60 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-2022-09-016	61 USD\$ 3,347.00 @ 1.500F	5,020.50 Approved 5,020.50				
Foster + Partners Limited			Not approved - no response to prior		·				-							Δnn	oved with questions- Altus /
			month question posed by Coco. Progress													Mizr	ahi - significant budget
	12/21/2022 2304.168	38,000.00	invoice at 98.3% vs actual construction at less than 50%	11/21/2022 2304.166	38,0	0.00 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 WH	ease in the Altus Report -
	12/21/2022 2304.169	6,000.00	<u>)</u>	11/21/2022 2304.167	6,0	o.oo 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	
						Approved subject to clarification - wh is the construction portion of the				Approved - Coco requires details on the Architects and their respective			Approved - Coco requires deta				
Total Foster + Partners Limited		44,000.00			44.6	invoice reflecting 98.3% completion, 0.00 as the building is less than 50%?			44 000 00	Final Budgets negotiated by Mizrahi. No information provided to date.			Architects and Final Budgets n 44,000.00 by Mizrahi	egotiated		44,000.00	
Glaholt Bowles LLP		44,000.00	_		44,1	25 the banding is less than 50%!			**,000.00	provided to date.						,000.00	
													Not approved - as per our pric				
											10/01/2022 26055	USD\$ 374.92 @ 1.500FX	562.38 request, no additional informa				
													insight has been provided why				
											10/01/2022 26098	USD\$ 400.15 @ 1.500FX	600.23 engaged Lighthouse. What is What is the issue with Gamma	this for? i? Full			
Total Glaholt Bowles LLP			_			0.00			0.00		10/01/2022 26955	USD\$ 1456.52 @ 1.500FX	2,184.78 disclosure required. 3,347.39				
GPI Design / GPI International	I	-				0.00			0.00						=	-	
													Not approved - what is this for our site meetings, and noted a				
													continue to await receipt of th 442,770.47 Budget.	ne Hotel			
Total GPI Design / GPI Internation	onal	-				-					10/13/2022 2022-110-001	USD\$ 295,180.31 @ 1.50(	442,770.47 Budget.				
Gruppo TH.KOHL													Not approved - what is this for	r? As per			
													our site meetings, and noted a	above we			
											10/14/2022 C4922-1	Euro 124,798.50 @ 1.500	continue to await receipt of th 187,197.75 Budget.	іе нотеі		-	
Total Gruppo TH.KOHL  Hyatt Corporation		-				0.00			0.00				187,197.75			-	
nyak sorporation			Approved subject to confirmation of the terms of the Agreement regarding the			Approved subject to confirmation of the terms of the Agreement regarding					09/27/2022 45621	USD\$ 3095.59 @ 1.500FX	4,643.39				
			number of months the Project is	12/01/2022 47067	US\$ 3,095.59 @ 1.400 F 4,3	3.83 the number of months the Project is					09/28/2022 46003 09/29/2022 46366	USD\$ 3095.59 @ 1.500FX USD\$ 3095.59 @ 1.500FX	4,643.39 Approved - why has MI not pr 4,643.39 payment earlier? Is there an i	ovided for ssue with			
			responsible for Technical Services? This reflect installment #46, please confirm the			responsible for Technical Services? This reflect installment #46, please							Hyatt? Invoices pertain to Jun				
	12/22/2022 47699	US\$ 3,095.59 @ 1.400 F 4,333.83	number of installments due and the applicable contract?	11/30/2022 47389	US\$ 3,095.59 @ 1.400 F 4,3	confirm the number of installments due and the applicable contract?					09/30/2022 46727	USD\$ 3095.59 @ 1.500FX	included with Aug & Sept. 4,643.39	08/31/2022 20220	081909020 USD\$ 1189200 @ 1.500FX		oved - OK - FX Exchange on ous invoices.
Total Hyatt Corporation		4,333.83	abblicable contract?		8,6	7.66			-				18,573.56			17,838.00	
KEB Hana Bank Canada						Approved contingent upon											
	1/30/2023 HOLD BACK	Holdback Transfer 364.436.91		12/29/2022 Holdback Transfe	or No./2022 670 (	explanation of why there is a credit in 11.97 HB re: Vipe?	11/29/2022 Holdback Transfe	or Oot2022	440 040 97	Approved - Transfer of Funds	10/28/2022 Holdback Tran	nefor Son2022	333,323.29 Approved - Transfer of Funds	012012022 Holdh	pack Transfer Aug2022	151 214 96 Ann	oved - Transfer of Funds
Total KEB Hana Bank Canada		364,436.91		12/25/2022 Floruback Flansie	579,0		11/23/2022 Tioluback Transle	002022	440,949.87		10/20/2022 Holuback Hai		333,323.29 Approved - Transfer of Funds	8/28/2022 Florida	sux Transier Augzuzz	151,314.86	oved - mansier of runus
Krcmar Surveyors Ltd.														08/01/2022 49112	2/22	4,676.75	
														08/03/2022 49179 08/05/2022 49180	9/22	2,063.05 3,995.88	
														08/07/2022 49381		3,995.88 15,415.23	
														08/09/2022 49478 08/09/2022 49502		12,435.65 827.77	
														08/11/2022 49501	1/22	9,059.68	
														08/15/2022 49670 08/17/2022 49724		17,383.54 36,695.36	
														08/19/2022 49725	5/22	4,808.03	
														08/21/2022 49822 08/23/2022 49977		20,970.09 42,661.35	
Tabel Key Co			_			_							<u> </u>	08/25/2022 50187		17,083.83	round
Total Krcmar Surveyors Ltd.  Lee & Ko		<u> </u>							-							188,076.21 App	
Total Lee & Ko				11/01/2022 22CF12D2		11.20 Approved							<u> </u>	08/26/2022 22CF	11M1 USD\$ 37674.00 @ 1.500FX	56,511.00 App	roved
Loloey, Inc.		·							-				•			30,311.00	
				11/01/2022 THED-008	US\$ 5,579.70 @ 1.400 F 7,8	1.58 Not approved. This invoice pertains to "Andaz /							<u> </u>				
						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											
Total Loloey, Inc.					7.0	attachments to the invoice are not 1.58 legible.										_	
Magix Technologies LLC.		·			7,8				-				-				
																Not	Approved - Coco disputes the
																enga	gement of MAGIX, executed
																com	am Mizrahi. Secondly, no mission due and payable in
														000s ceneration	1005 (Sales Commission)	acco	rdance with 6.2 & 6.3 of the uted Agreement.
Total Magix Technologies LLC.		-							-					09/10/2022 42091	Joo (Cales Commission)	190,292.84 disp	greeniene
Marshall Haber Creative Grou							1							I			٦

	De	ecember 202	2	November 202	2	00	ctober 2022		September 2022	August 2022
Vendor	Date Num FX	Open Balance	JC COMMENTS:	Date Num FX Open Balanc	JC COMMENTS:	Date Num FX	Open Balance	JC COMMENTS:	Date Num FX Open Balance (N. A)	Date Num FX Open Balance APPROVED (N. A)
				•			•			08/01/2022 3046 USD\$ 10,000.00 @ 1.361FX 13,610.00
					<u> </u>					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
Total Marshall Haber Creation	ive Group Inc.	-			_		-		·	33,684.75 in an email.
	Once again, Coco has repeatedly wr	ritten the GC is	not acting in the best interest of	It has been repeatedly written the GC is not a	cting in the best interest of the	It has been repeatedly written the	e GC is not act	ing in the best interest of the		
	the Project, executing his own contr			Project, executing his own contract and grossly	overpaying MI fees for site labour,	Project, executing his own contr	ract and gross	y overpaying MI fees for site		
	labour, crane operator, construction			crane operator, construction, equipment and ma	arketing, all in excess of industry				i	
Mizrahi - GC	industry standard. Thus, the Project	ct is financing I	Mizrahi Inc cash flow.	standard.		indu	ustry standard			
			Not approved, see comments below.		Not approved, see comments below.			Not approved, see comments below.		
			Also, we are financing MI cash flow as he		Also, we are financing MI cash flow as			Also, we are financing MI cash flow as		
			is invoicing all of January, which has not		he is invoicing all of December, which			he is invoicing all of November, which	Not approved, see comments below.	
			been paid to the employees, and payroll		has not been paid to the employees,			has not been paid to the employees,	Also, MI provides no insight for the	Not Approved - Note: this is also
Construction Cont	04/44/2022 04270	676 699 0	certification of payment is required, as noted below.	12/08/2022 C1268 666,96	and payroll certification of payment is	04000	600 072 4	and payroll certification of payment is required, as noted below.	wages, and pay period, to be provided b  08/16/2022 C1244 679,352.59 a third party consultant.	
Construction Cost	01/11/2023 C1279	6/6,632.8	noted below.	12/08/2022 C1268 666,96.	required, as noted below.	C1262	680,273.4	required, as noted below.	08/16/2022 C1244 679,352.59 a third party consultant.	08/16/2022 C1233 660,459.69 same comment as Site Labour
					Not approved, see comments below.			Not approved, see comments below.		
					Also, are we financing MI cash flow as			Also, are we financing MI cash flow as	5	
					he is invoicing December 17th, which			he is invoicing November 12th, which	Not approved, see comments below.	
			Paid on estimates for last week, this		has not been paid to the employees,			has not been paid to the employees,	Also, MI provides no insight for the	Approved subject to receipt of
Crane Labour	01/11/2023 C1283	400 205 0	should be stopped and actual hours to be invoiced.	12/08/2022 C1271 191,56/	payroll certification of payment is 0.59 required as per below.	C1256	425 600 6	payroll certification of payment is required as per below.	wages, and pay period, to be provided b  08/16/2022 C1243 149,160.61 a third party consultant.	y Contract - copy of the contract 08/16/2022 C1231 153,719.43 required to confirm rates paid.
Crane Labour	01/11/2023 C1263	106,363.9	invoiced.	191,501	required as per below.	C1290	133,666.6	required as per below.	149, 160.51 a tiliu party consultant.	08/18/2022 C1251 155,/19:45 Tequired to committates paid.
					Accountability of containers / Office					
			Accountability of containers / Office		Containers - copy of the actual invoice					l I
			Containers - copy of the actual invoice required. Why are we continuing to rent		required. Why are we continuing to rent in lieu of own - excessive lack of					
			in lieu of own - excessive lack of cost		cost management of \$16K (note					
			management of \$16K (note seacans are		seacans are also paid thru MI					
			also paid thru MI invoices)/ month		invoices)/ month including the					
			including the payment of Cell Equipment,		payment of Cell Equipment,					
			computers, Primavera and Blue Beam - all		computers, Primavera and Blue Beam	1		Accountability of containers / Office	Accountability of containers / Office	
			for the account of Mizrahi as this is the cost associated to being a Developer on		all for the account of Mizrahi as this is the cost associated to being a			Containers - copy of the actual invoice required. Why are we continuing to	e Containers - copy of the actual invoice required. Why are we continuing to ren	
			the Project, in particular given the		Developer on the Project, in particular			rent in lieu of own - excessive lack of	in lieu of own - excessive lack of cost	
			excessive fees earned, above industry		given the excessive fees earned,			cost management of \$16K / month	management of \$16K / month since	
Equipment Cost	01/11/2023 C1280	27,699.6	standards.	12/08/2022 C1269 27,410	above industry standards.	C1263	27,542.3	since Mike Clark.	08/16/2022 C1246 27,542.38 Mike Clark.	08/16/2022 C1234 27,542.38 Approved
			Not Approved -		In addition to the comments of last					
			In addition to the comments of last month, we remind all Parties the Credit		month (which we shall not repeat again), we remind all Parties the Credit					
			Agreement Amending Agreement dated		Agreement Amending Agreement					
			February 4th, 2021, executed by all		dated February 4th, 2021, executed by	,				
			parties states the following:		all parties states the following:					
			"2.01(26)(ii) the Borrower shall not incur		"2.01(26)(ii) the Borrower shall not					
			marketing and advertising costs in respect of the Prjoejcts in excess of \$15,000,000		incur marketing and advertising costs in respect of the Prjoejcts in excess of					
			(including costs incurred prior to Tranche		\$15,000,000 (including costs incurred					
			B advance." Currently the		prior to Tranche B advance."					
			Communication expenditures to date are		Currently the Communication					
			in excess of \$17.7M. This is now in excess		expenditures to date are in excess of			Not approved, excessively over budge		1
Marketing Commission	01/11/2023 C1281	113,000,0	of \$2.7M over budget with questoinable results. An email was sent on January	12/08/2022 C1270 113,000	\$17.7M. This is now \$2.7M over budget with no results. Thus, in	C1258	113 000 0	in marketing and Coco shall continue to protest payment.	marketing and Coco shall continue to 08/16/2022 C1245 113,000.00 protest payment	08/16/2022 C1235 113,000.00 Not approved
Marketing Commission	01711/2023 01201	113,000.0	results. All elliali was self-oil salidary	113,00	Coco contines to protest, in particular	C1230	113,000.00	to protest payment.	113,000.00 procest payment	115,000.00 Not approved
					the following: i) Priestly (which					<u> </u>
					should be processed as a					1
					subcontractor - EXTRA Cahnge Order					
					for \$207K, WHY?); ii) Triovest Lease					
					we disapproved, and the Lender supported; iii) Office equipment at 125					<u> </u>
					supported; iii) Office equipment at 125 Hazelton & 2 Bloor which should be	,				<u> </u>
					for the account of Mizrahi and not the					<u> </u>
					Project; iv) the Project is incurring					<u> </u>
					cost overruns on equpiment rentals					
					due to the construction delays					
					resulting from Mizrahi (Morrow, Doka, Dell-Core; Stephensons for winter	'				
					heaters; Rental change orders due to					<b>1</b> − 1
					construction delays for Aluma in					<u> </u>
					excess of the original contract value of					<b>1</b> − 1
					1M;, v) excessive rates agreed upon					<u> </u>
					for Safety; vi) Proline Hardware -					<u> </u>
					excessive supplies with no accountability and invoices are not			Coco contines to protest, in particular	Coco contines to protest, in particular	
					legible; travel costs to Korea - who?			the Triovest Lease we disapproved,	the Triovest Lease we disapproved, and	<u> </u>
					why?; . INVOICES REVIEWED &			and the Lender supported. INVOICES	the Lender supported. INVOICES	
					COMMENTS ATTACHED TO EACH -			REVIEWED & COMMENTS ATTACHED	REVIEWED & COMMENTS ATTACHED	Not Approved - several questions,
			Con attacked comments on Arr		LACK OF EXPLANATION,			TO EACH - LACK OF EXPLANATION, ACCOUNTABILITY & PROPER	TO EACH - LACK OF EXPLANATION,	only 2 noted - Origin Cause -
Recoverable Cost	01/11/2023 C1282	702 620 5	See attached comments on Annexure 1 - Recoverable costs comments	12/08/2022 C1273	ACCOUNTABILITY & PROPER 2.75 MANAGEMENT.	C1259	4,000,020,0	ACCOUNTABILITY & PROPER MANAGEMENT.	ACCOUNTABILITY & PROPER 08/16/2022 C1247 736,720.93 MANAGEMENT.	reference to fire? / Pullman - 08/16/2022 C1232 773,619.29 concrete repairs? Explain
Recoverable Cost	01/11/2023 C1282	702,630.5	necoverable costs comments	12/08/2022 C1273 975,279	WANAGENENT.	C1259	1,000,920.0	INAVAGEIVIENT.	08/16/2022 C1247 736,720.93 <b>MANAGEMENT.</b>	08/16/2022 C1232 773,619.29 concrete repairs? Explain

Not approved, see comments below and the period of December, not until annuary 1,14%, 2025, filancing flow the period of December, not until annuary 1,14%, 2025, filancing flow the period of December, not until annuary 1,14%, 2025, filancing flow the period of December at the p								_				_	
The second of the control of the con											·	-	
Part	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 Op	en Balance APPROVED (N. A)
Part													
Service of the control of the contro													
Land Control of the c													
Marie   Mari				14th, 2023, financing Mizrahi's cash flow.									
A CANADA													
Part													
Part													
Part													
March   Marc													Not Approved - Coco has
Part							December 17th, 2022, financing						repeatedly requested details of
Part				including any government remittances.						Not conserved and conserved below.			Mizrahi staff and the works
Part				When gueried about no. of security and							Not approved, see comments below.		information other than Job Title
The content of the				traffic control during the Xmas break as									has been received. Accountabil
The content of the													it lacking. coco is requesting a
Part													meeting with all personnel to
March   Marc													review scope of work. All Secur is paid to a third party and
Marie   Mari													invoicing from the Group should
Part													be paid directly, not with OH /
Service of the control of the contro	ite Labour	01/11/2023 C1284	713,416.78	4]	12/08/2022 C1272	976,843.83	remittances.	C1257	641,132.64	as noted below	09/16/2022 C1242 646,692.07 noted below		
Part													2,474,024.00
Companies   Comp													
The state of the s													
Service of the control of the contro													
Market of the control													
Market Barbor Ba													
Series of the control													
Service of the control of the contro													
See				listed.									
Service of the control of the contro													
Service of the control of the contro													
A SECONOMINA DE LA COLUMNIA DE LA CO													
A CAN DE LA CAN				practice to collect before creating APS.									
Service of the state of the sta													
In the control of the													
Second Community   Second Comm													
The Control of Control													
Secretary and se	Total Mizrahi - GC		3,671,448,75			2.951.062.80	_		2.598.557.11	_	2.352.468.58	09/15/2022 C1236 (Unit /603	
Secretary with transfer and the second control product of the seco		Coco has requested full audit / visibility into the Su	ub-contracts negotia	ated, as per Agreement, our approval is									
Security		contract requiring our prior written approval; include	ding any change or	ders / extras negotiated; any contractual									
Column   C			Contracts on File wi	ith Coco]	of contract requiring our prior aproval; char	nge orders / extras n	negotiated; any contractual disputes.	award of contract requiring our prior aproval; c	hange orders / ext	ras negotiated; any contractual disputes.			
Control   Cont													
About 2 In a contract of the series of those of the series of the series of those of the series of t													
About 2 In a contract of the series of those of the series of the series of those of the series of t													
About 2 In a contract of the series of those of the series of the series of those of the series of t										Approved - explain extra scope of			
Date of Change   Contract   Contr	2218840 Ontario				12/2/2022 C1274			11/2/2022 C1266					
Balliand Nations  Approved - Invoiced amount related to original contract stum. Note, change orders and the earth as not approved, with a state or the earth as not approved, with a state or the earth as not approved and the earth as not approved													
Approved - invoiced amount related to original contract carries and the earth and provided to date, and and the earth and provided to date, and submitted to original contract carried to the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of the contract details not provided to date, including the Addition/Peristors in the analysis of	Aldershot				12/2/2022 C1274			11/2/2022 C1266	10,903.69	month, in addition, explain why the	10/12/2022 C1251 15,385.50 final contract details negotiated		-
Approved - invoiced amount related to original contract stand in original contract stand in the cent is not approved, with contract details not provided to date, including the Addition, Polection in the number of the contract details negotiated.  Claim 10202 C186	Blockwall Masonry				12/2/2022 C1274	489.83	No contract provided to date.				10/12/2022 C1251 4,408.47 Is a contract in place?		
Demind Assured  1,02020 C1365  1,020													
Logical Polishient Asserting Confess and the extra is not aggrowed, with 4,828.90 in offermation in provided to date, 4,001 to Approved of Logical Polishient Asserting Confess and 1,829 in offermation in provided to date, evidually the Addition/Qubelletons in equal to the confess and 1,920 to 1,920													
Interest Accounts 1 202022 C1256  Leave 1 202022 C1256  Leave 2 20202 C1256  Leave 3 202022 C1256  Leave 4 202										Explain the extra / change orders, and	Explain the extra / change orders, and		
Clied  Include a "central" and Cocc continues to request information. Note: Contract to the amount of \$55%; a 46.5%  Include to 10,0000 Clied  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of \$55%; a 46.5%  Include the Approved Agriculture of the amount of the Approved Agriculture of the amount of the Approved Agriculture of	Bothwell Accurte	1/2/2023 C1285			12/2/2022 C1274			11/2/2022 C1266				9/2/2022 C1229	4,501.10 Approved
Cilied  1/2/2023 C1295  1/2/20				Net conserved this selection is			Contract datable and the State of S						
request information. Note: Contract Line and the amount of \$7586; a 46.5% Line and the amount of \$7586; a 46													
Approved Original Contract Value not Change Orders, accooks not received with \$1.78% increase. Increase of the contract with \$1.78% increase in the contract. With \$1.78% increase in contract with \$1				request information. Note: Contract									
Culton  1/2/2023 C1285  Change Orders, as Cools host received 81.748.10 any information, as per our prior request.  1/2/2023 C1285  Change Orders, as Cools host received 81.748.10 any information, as per our prior request.  1/2/2023 C1285  Change Orders, as Cools host received 81.748.10 any information, as per our prior request.  Any order of host provided no information provided, no details of contract. Mirahi executed 61.722.70 contract without Cool consent.  Approved, hower, Mirahi has acknowledged Gamma's slow progress and is to serve them notice of default.  Coco continues to await receipt of fall change orders / services.  Coco continues to await receipt of fall change orders / services.  Coco continues to await receipt of the final contract engotiate, together  Approved, and Coco is requesting details of all legal fees paid re- Gamma  Approved, and Coco is requesting details of all legal fees paid re- Gamma  Approved, and Coco is requesting details of all legal fees paid re- Gamma	Cliford	1/2/2023 C1285			12/2/2022 C1274	11,199.38							
Culton 1/2/2/23 C1285 Change Orders, as Cools to not received 81,748.10 any information, as per our prior request.  1/2/2/23 C1285 Change Orders, as Cools to not received 81,748.10 any information, as per our prior request.  1/2/2/23 C1285 Change Orders, as Cools to not received 81,748.10 any information, as per our prior request.  1/2/2/23 C1285 Change Orders / Explain the extra / change orders, and 18,142.10 final contract details negotiated  1/2/2/23 C1285  Not Approved- no information provided, no details of contract. Mirahi executed on details of contract. Mirahi executed acknowledged Garman's slow progress and is to serve them notice of default. Cool continues to await receipt of fall change orders / kernage orders / kern													
Letal 1/22023 C1285 81,746.10 any information, as per our prior request. 1/22022 C1274 47,001.60 Change Orders / Extras. 1/22022 C1286 19,142.10 final contract details negotiated 10/12/2022 C1251 48,800.00 final contract details negotiated 9/2/2022 C1259 45,000.00 Approved 10/12/2022 C1251 48,800.00 final contract details negotiated 9/2/2022 C1259 45,000.00 Approved 10/12/2022 C1251 48,800.00 final contract details negotiated 9/2/2022 C1250 48,800.0													
Detai 1/22023 C1285 7.24730 Not approved - no information provided Not Approved - no information provided, no details of contract. Mizrahi executed 817.270 contract without Coco consent.  Approved, however, Mizrahi has acknowledged Gamma's slow progress and solvowledged Gamma's slow progress and contract without Coco continues to await receipt of all change orders / extras, to ensure no cost overrun or another vendor engaged to final contract negotiated, together	0.11	4300000 04005		Change Orders, as Coco hs not received	1000000 01071			44700000 04000				01010000 04000	45,000,00 American
Not Approved - no information provided, no details of consent.  Approved, however, Mizrahi has acknowledged damma's slow progress and is to serve them toe of default.  Coco continues to await receipt of all change order or another versus or anoth	Cuit iron	1/2/2023 G1285	81,746.10	any information, as per our prior request.	12/2/2022 G12/4	47,001.60	Change Orders / Extras.	11/2/2022 G1266	19,142.10	illial contract details negotiated	10/12/2022 G1251 46,800.00 final contract details negotiated	9/2/2022 G1229	45,000.00 Approved
Not Approved - no information provided, no details of consent.  Approved, however, Mizrahi has acknowledged damma's slow progress and is to serve them toe of default.  Coco continues to await receipt of all change order or another versus or anoth	Detal	1/2/2023 C1285	7,247.30	Not approved - no information provided									
no details of contract. Mirzhi executed 61.7820 contract without Cocc consent.  Approved, however, Mizzhi has acknowledged Gamma's slow progress and its to serve them tice of default. Cocc continues to await receipt of all change orders / extras, to ensure no cost correct final contract negotiated, together consensus of the provided													
Guardek  61,782.70 contract without Coc consent.  Approved, however, Mizrahi has acknowledged Gamma's slow progress and is to serve them notice of default. Coc continues to await receipt of all change orders / extras, to ensure no cost overrun or another vendor engaged to  Coc continues to await receipt of the final contract negotiated, together  Getails of all legal fees paid re: Gamma													
acknowledged Gamma's slow progress and is to serve them notice of default.  Coc continues to await receipt of all contract negotiated, together  Coc continues to await receipt of the coverun or another pagaged to  Coc continues to await receipt of the details of all legal fees paid re: Gamma	Guardek												
and is to serve them notice of default. Coco continues to await receipt of all change orders f, be nesure no cost change orders f, be nesure no cost overrun or another vendor engaged to final contract negotiated, together details of all legal fees paid re: Gamma													
Coco continues to await receipt of all change orders - Jevras, to ensure no cost overrun or another vene or cost overrun or co													
change orders / extras, to ensure no cost overrun or another vendor engaged to  Coco continues to await receipt of the final contract negotiated, together  Approved, and Coco is requesting details of all legal fees paid re: Gamma													
overrun or another vendor engaged to final contract negotiated, together details of all legal fees paid re: Gamma							Coco continues to await receipt of the			Approved , and Coco is requesting			
Gamma 12/2023 C1285 1,802,863.05 perform Gamma works. 12/2/2022 C1274 1,474,665.70 with change orders / extras. 11/2/2022 C1266 1,035,132.41 - Why? What is the issue? 10/12/2022 C1251 485,963.34 Approved 9/2/2022 C129 670,292.69 Approved				overrun or another vendor engaged to			final contract negotiated, together			details of all legal fees paid re: Gamma			
	Gamma	1/2/2023 C1285			12/2/2022 C1274	1,474,665.70		11/2/2022 C1266	1,035,132.41	- Why? What is the issue?	10/12/2022 C1251 485,953.34 Approved	9/2/2022 C1229	670,292.69 Approved
Not approved - Coco has not been													
provided contract information for the										According to the second			
contract sum, including change orders, of Approved - explain extra scope of 145527.73 \$1.288M. Please provide details. 12/2022 C1274 11/2/2022 C1266 7.57500 work								I		Approved - explain extra scope of		1	
THE ALL COSTS AND WORK	GAGE Aluminum & Class	1/2/2023 C1285	445 507 70	\$1.288M Please provide details	12/2/2022 C1274			11/2/2022 C1266	7 575 00	work			

		D-	h 2022			Na			O-t-h 20	022			Cth 2022			A	
The state of the s	Vender				Data Num	November 2022	IC COMMENTS:	Dato N			IC COMMENTS:	Date Num	September 2022	(N A)	Date Num	August 2022	APPROVED (N. A)
Service Servic	Vendor	Date Num FX	Open Balance		Date Num	FX Open Balance	JC COMMENTS:	Date N	um FX Open Ba	lance	JC COMMENTS:	Date Num	FX Open Balance	(N. A)	Date Num	FX Open Balance	APPROVED (N. A)
Service of the control of the contro				Change Orders / Extras Not approved -													
Company   Comp																۸	annoved subject to a response of
Service of the control of the contro				Orders and Final Contract negotiated.						Coco con	ntinues to await receipt of						
March   Marc													Evol	ain the outra / change orders and			
The state of the s	Hardwall #1/ #2/#3	1/2/2023 C1285			12/2/2022 C1274		was the contract negotiated?	11/2/2022 C1266	788			10/12/2022 C1251			9/2/2022 C1229		
Service of the control of the contro				Approved - this is a material cost and												Δι	proved - Should not be
Service of the control of the contro				should not be included in this			subcontract batch, as per my previous									pr	ocessed as a subcontractor.
Section Sectio																	
Service of the control of the contro	Innocon	1/2/2023 C1285			12/2/2022 C1274	248,593.14	Mizrahi.	11/2/2022 C1266	204			10/12/2022 C1251			9/2/2022 C1229		
Service of the control of the contro				Original Contract payment approved, but						Approve	ed - explain extra scope of						
A CALLES OF THE PARTY OF THE PA				no Change Ordersnot approved - Coco						work; wh	hat is the final contract						
AND THE PARTY OF T	Klaus	1/2/2023 C1285	16,608.60	requires information regarding C.O.	12/2/2022 C1274			11/2/2022 C1266	26	6,523.00 negotiate	red?	10/12/2022 C1251	56,700.00 final	contract details negotiated			
Marie Company of the																	
A TABLE OF THE PROPERTY OF THE																	
Service of the control of the contro																no	t completed. Secondly, explain
March   Marc																	
March   Marc																ad	vise Coco directly - HOLD
See the second of the second o	Limen				12/2/2022 C1274					-			-		9/2/2022 C1229		
The state of the s							Approved Please evaluin why are								1		
See that the second of the sec	Michael Bros.				12/2/2022 C1274	81,000.00									1		
See that the second of the sec				Not approved until Mizrahi provides			Modern Niagara is comprised of two										
Part				information related to the Contracts,			contracts, both of which Coco does								1		
Commonweal of the commonweal				together with details of the corresponding													
Service of the control of the contro				escalate monthly.			Contract; Change Orders #2 Contract.										
March   Marc	Modern Niegere	1/2/2023 C1285			12/2/2022 C1274			11/2/2022 C1266	269			10/12/2022 C1251			9/2/2022 C1229	238 603 04 △	nroved
A CAMERICAN CONTROLLED AND ADMINISTRATION OF THE PROPERTY OF T										-			-	• • • • • • • • • • • • • • • • • • • •			
A MARCH CAN PROMISE TO STATE OF THE PROMISE OF THE																	
Marco   Marc							additional work and why. Coco										
The state of the s	Otis	1/2/2023 C1285			12/2/2022 C1274			11/2/2022 C1266	17		ed - explain extra scope of	10/12/2022 C1251			9/2/2022 C1229	578,622.79 Ap	proved
See the second of the control of the														· ·			
See all control of the control of th										Explain t	the extra / change orders, and		Expl	ain the extra / change orders, and			
See the second of the second o	Ozz Electric	1/2/2023 C1285			12/2/2022 C1274			11/2/2022 C1266	90	0,000.00 final con	tract details negotiated	10/12/2022 C1251	241,758.11 final	contract details negotiated	9/2/2022 C1229	187,852.82 Ap	proved
A TOWN OF THE PROPERTY OF THE										Approve	d - Explain "extra scope" of						
Agency of the particulation of	Riverside	1/2/2023 C1285	543,074.70	contact.	12/2/2022 C1274	13,639.50	details.	11/2/2022 C1266	102	<mark>2,555.00</mark> work.							
Service of the control of the contro	RJC			See Cheques	12/2/2022 C1274			11/2/2022 C1266	7	7,200.00 Approve	ed .						
See to the second of the secon				·													
See the property of the control of t										Unable t	to reconcile the account &		Una	ble to reconcile the account &			
See the second of the second o																	
A TOTAL OF THE PARTY OF THE PAR	Salit	1/2/2023 C1285			12/2/2022 C1274			11/2/2022 C1266	308			10/12/2022 C1251	644,953.32 per	my previous comments.	9/2/2022 C1229		
And the second of the second o																	
Section of the sectio													How	v does this compare to budget value?			
Security of the control of the contr	Service Plus Aquatics Inc.				12/2/2022 C1274					_		10/12/2022 C1251					
Part																_	
Vision 10025 1025  Vision 10025																	
1000 Column   10	Tractel Ltd	1/2/2023 C1285	30,628.80	20% of total contract value.	12/2/2022 C1274	80,629.08	approved to date.			- Frankia d	sha additional sead of	10/12/2022 C1251	33,688.80 final	I contract details negotiated		Co	co directly.
Suppose to the agreement read statish provided and information of Dudorical stars, Please and statish provided and information of Dudorical stars, Please and statish provided and information of Dudorical stars, Please and statish provided and information of Dudorical stars, Please and statish provided and information of Dudorical stars, Please and statish provided and information of the contract Cooks a unable to the provided and statish provided and information of the contract Cooks a unable to the contract Cooks and																	
We 1000 O 100 O 10						45.075.00	No contract information provided	11/2/2022 C1266	1,710	0,000.00 compare	e to the budget?						
we vacce cleak  Approved free above continues to succeed the contract. Coco is unable to your provided free above contract to the contract. Coco is unable to your provided free above contract to the contract. Coco is unable to your provided free above contract to the provided free	Onidabace				LEIZUZZ GIZIA	15,975.00									1		
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this myster). However, Cocco communities to 18 state as an water recept of CO information.  Not approved, Fees should be recipilated to 19 reflect the arbitration waverfully in payable on any extra as order of many extra as order of many of the "extrars" of "change orders" all any elsely claims from the sub-orderaction, Minimal Inc.  As previously requested, Cocco is evaluated to 19 reflect the arbitration waverfully and payable on any extra as order of many of the "extrars" of "change orders" all any elsely claims from the sub-orderactions should be recommunity, Minimal Inc.	Vipe	1/2/2023 C1285			12/2/2022 C1274										1		
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Ret approved, free should be instanciant of juffect the entiration search of just peptide on any extra as there is no explanation for justification of any of the "extract" or "change orders," ill) any depty claims from the sub-contractors should be representabllity and goal do by the contractor, Mismahi inc.  Contracts and Change orders, thereof, which is addition, Mismahi inc.  Contracts and Change orders, thereof, which is addition, Mismahi inc.  Contracts and Change orders, thereof, which is addition, Mismahi in order entitled to a full analysis of all solutions developed the period of the peri				this invoice). However, Coco continues to													
recalculated to ) reflect the arbitration award iii) not payable on any stras as there is no explanation for justification of any of the "extras" or "Anange orders"; iii) any delay claims from the sub-contractors should be repossibility and paid by the contractor, Misrah inc.  Contractors should be repossibility and paid by the contractor, Misrah inc.  Contractors and Change orders, thereof, subtractes, work completed, Coco is entitled to a full analysis of all subtractes, work completed, Change orders. All, the Change orders, the contractor, Misrah inc.  With Coco In the Carrier state of the Construction Minanger there was a boldones rether above the full reconciliation of account for all prior periods when the cortor agreement, the subject funds should be placed in excrow until a reconciliation is constructed for extraneous and unapproved costs for the construction land Act regarding retarding completes.  Mirrah line has never adhered to the Construction Line Act regarding retarding completes.  Values 201285 19328787 is substantially complete. 2022 02174 201848 5 90 perchanger. In 2022 02186 201858 201858 201858 5 90 perchanger. In 2022 02186 1932878 is substantially complete.	Walter B	1/2/2023 C1285	149,188.50	await receipt of CO information.	12/2/2022 C1274							10/12/2022 C1251	289,224.90 final	contract details negotiated	1		
recalculated to ) reflect the arbitration award iii) not payable on any stras as there is no explanation for justification of any of the "extras" or "Anange orders"; iii) any delay claims from the sub-contractors should be repossibility and paid by the contractor, Misrah inc.  Contractors should be repossibility and paid by the contractor, Misrah inc.  Contractors and Change orders, thereof, subtractes, work completed, Coco is entitled to a full analysis of all subtractes, work completed, Change orders. All, the Change orders, the contractor, Misrah inc.  With Coco In the Carrier state of the Construction Minanger there was a boldones rether above the full reconciliation of account for all prior periods when the cortor agreement, the subject funds should be placed in excrow until a reconciliation is constructed for extraneous and unapproved costs for the construction land Act regarding retarding completes.  Mirrah line has never adhered to the Construction Line Act regarding retarding completes.  Values 201285 19328787 is substantially complete. 2022 02174 201848 5 90 perchanger. In 2022 02186 201858 201858 201858 5 90 perchanger. In 2022 02186 1932878 is substantially complete.																	
werd, ii) not payable on any extras as there is no explanation for pay of the "extra" or "change orders," iii) any daily calism from the sub-contractors should be responsibility and paid by the contractor, Mikrahi Inc.  Contract and Change orders, thereof, subtrades, work completed, change orders, thereof, as which of the change orders, thereof, as white the subtrades, work completed, thange orders, thereof, as white the subtrades, work completed, thange orders extra. Also, the CMF fee should be amended to reflect the Arbitration award at 2.5% due to Mixrahi. In case of extravely and paid when the subtrades, work completed, thange orders, thereof, as white order than the subtrades, work completed for extravely and manage costs.  Note: With Mile Clarke as the Construction Manager there was a subcontractors. All payments due to Mixrahi in chain sever adhered to the Construction in Art regarding retaining of Horizottic in Art grading of the contractor in a subtrade, with Mile Clarke and unapproved costs for which Mireceived at CMF ee, or a subtrade, with Mile Clarke as the Construction in Art greating of Horizottic in Art greating				Not approved. Fees should be													
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orders"; ill) any delay claims from the sub-contractors. Nitzahi inc. Contracts and Change orders, thereof, have not been shared by Mizrahi inc. With Coxo to have transparency and be able to effectively control and manage costs.  Note: With Mike Clarke as the Construction Manager orders there was a blodded agreement, the Holdback retaining monthly. However, Mizrahi line has never adhered to the Construction Had repaired to the Construction of Manager orders the Construction of All payments due to a payment for material suppliers as a subcontractors. All payments due to the Construction Manager orders the Construction of All payments due to the Construction of All payments due t				there is no explanation for justification													
sub-contractors should be responsibility and paid by the contractor, Mirish Inc.  and paid by the contract, Mirish Inc.  contracts and Change orders, thereof, have no beer shared by Mirish Inc.  with Coco to have transparency and be able to effectively control and manage costs.  Note: With Mike Clarke as the Construction Manager there was a Construction. All payments due to Mirish Inc. Holdback retaining monthly, However, Mirish Inc. Holdback retaining monthly, However, Mirish Inc. Holdback retaining monthly, However, Mirish Inc. Holdback retaining monthly. However, Mirish Inc. Holdback will the Poject  Other 1/20/203 12/285 22/20/28/28 is substantially complete.  1/20/203 12/285 22/20/28/28 is substantially completed.  1/20/203 12/285 22/20/28/28 is substantially complete.  1/20/203 12/286 22/20/28/28 22/28/288 received at Other Feet Substantial Completed for Substanti																	
Contracts and Change orders, thereof, how the den shared by Mizrahi inc. with Coc to have transparency and be able to effectively control and manage costs.  Note: With Mile Calfare as the Cocratication All Mizrahi in chas never adhered to the Contraction Manage three was a Holdback retaining monthly. However, Mizrahi in chas never adhered to the Construction Hanger three dots and in construction in Language of Holdbacks until the Project  Where I 1/2/2023 C1285  Contracts and Change orders, thereof, and subtractes, work completed, change orders setzed. Subtractes, which will received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unapproved costs for which Mil received a Completed for extraneous and unap				sub-contractors should be responsibility											1		
have not been shared by Mizrahi inc. with Coct to have transparency and be able to effectively control and manage costs. Note: With Mike Clarke as the Construction Manager there was a Holdback retainage monthly. However, Mizrahi inch as readhered to the Holdback retainage monthly, However, With Mike clarke as the Construction Lien Act regarding retainage of Holdbacks until the Project August 21285  Mees 12/2023 C1285  Associated by Mizrahi inch as regarded to the Vision of account for all prior periods when Mizrahi inch as received and unapproved costs for which could be placed in extraor with Coct to have transparency and be able to effectively control and manage costs. Associated to reflect the Arbitration addition, Mizrahi in to not entitled to paymet for metrial suppliers as subcontractors. All payments due to Mizrahi in Associated to the Construction Manager there was a Holdback retainage monthly. However, Witzahi in chas never adhered to the Construction Lien Act regarding retained and unapproved costs for which could be placed in extraor with a control agreement, the subject funds should be placed in extraor with a control agreement, the subject funds should be placed in extraor with a control agreement, the subject funds should be placed in extraor extraoreus and unapproved costs for which in received a for fee.  With a control agreement, the subject funds should be placed in extraoreus and reconciliation is completed for reconciliation is completed for reconciliation is completed for reconciliation is completed for extraneous and unapproved costs for which in received a Mire with Mire received																	
able to effectively control and manage costs.  Note: With Mike Clarke as the Construction Manager there was a Holdback retainage monthly. However, Mizrahi in chas never adhered to the Construction Lien Act regarding retainage of Holdbacks until the Project  OMFee 1/2/2025 C1285 22103887 3 21032887 21285 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 21203887 3 21032887 212032887 3 21032887 212032887 3 21032887 2120328 21203887 3 21032887 2120328 21203887 3 21032887 2120328 21203887 3 21032887 2120328				have not been shared by Mizrahi Inc.			orders etc Also, the CM fee should								1		
Note: With Mike Clarke as the Construction Manager there was a Holdback retaining monthly. However, Mizrahi Inc has never adhered to the Construction Lie Act regarding retaining of Holdback until the Project  ONTIRE  ONTIR															1		
Construction Manager there was a Holdback retainage monthly. However, Mizrahi in chas never adhered to the Construction Lie Act regarding retainage of Holdbacks until the Project retainage of Holdbacks													Corr	n is requesting a full reconciliation of	1		
Mizrahi Inc has never adhered to the Construction Lien Act regarding retaining of High Project retaining of High Project 2022 C128 210,288 210				Construction Manager there was a			subcontractors. All payments due to			MI had ti	he control agreement, the		acco	ount for all prior periods when MI	1		
Construction Lie Act regarding reconciliation is completed for extraneous and unapproved costs for which MI received a CM Fee, or 1/2/2023 C1285 2103.887 is substantially complete. 12/2/2022 C1274 351.884.19 overlarged. 11/2/2022 C1266 2230.8868 received a CM Fee. 10/12/2022 C1251 195.352.87 which MI received a CM Fee. 9/2/2022 C1229 170.483.11 Approved																	
CM Fee 1/2/2023 C1285 210,738.97 is substantially complete. 12/2/2022 C1274 351,864.19 overcharged. 11/2/2022 C1256 230,269.66 received a CM Fee. 10/12/2022 C1251 195,352.87 which MI received a CM Fee. 9/2/2022 C1229 170,483.11 Approved				Construction Lien Act regarding			extraneous and unapproved costs for			complete	ed for extraneous and		reco	nciliation is completed for	1		
	CM Fee									0,269.66 received	l a CM Fee.		195,352.87 which			170,483.11 Ap	pproved
	HST																Į

		December 2022			November 2022			October 202	,		September 2022			August 2022	
Vendor	Date Num	FX Open Balance	JC COMMENTS:	Date Num	FX Open Balance	JC COMMENTS:	Date Num	FX Open Balan		Date Num	FX Open Balance	(N. A)	Date Num	FX Open Balance	APPROVED (N. A)
Total Mizrahi - HC Monastery Hill Bindery		5,000,835.75			8,349,737.18			5,464,29			4,635,723.61			4,045,564.26	
Monastery Hill Bindery						Not approved. The supplies pertain to									
				12/01/2022 85629		2 Bloor Street, facilities not approved by Coco.			.00		0.00			0.00	
Total Monastery Hill Bindery		0.00			223.09				.00		0.00			0.00	
			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												
MPR Advisors Inc.			to process and wired funds accordingly. [Attachment 6]												
MFR Advisors inc.			Not approved, Coco has not information												
Total MPR Advisors Inc.	09/13/2022 MPR #22-19	32,173.36 32,173.36	to support payment		0.00				.00		0.00			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						
Total MunnWorks					0.00		10/01/2022 Dep3958		Reports.		0.00			0.00	
P Kaufman Contract	•														
									<li>ii) Unable to approve without a budget for the Andaz Model, requested since</li>						
									Mike Clarke's departure and not				1		
									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						
Total P Kaufman Contract							10/25/2022 6011697	US\$1148.75 @ 1.5000 I 1,72	with no response.		<del></del>			<del>.</del>	
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						
							10/25/2022 288646		with no response.						
Total Sponge Cushion Ultrafabrics Inc.		-			-			81	.93		-			•	
							10/01/2022 0435452		.00 See beow						
							10/01/2022 0435466 10/01/2022 0436392		.40 See beow .85 See beow						
							10/03/2022 0437658	US\$54.40 @ 1.5000 FX 8	.60 See beow		<u> </u>				
									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				1		
									are risks to the budget" Coco has perpetually requested information				1		
Total Ultrafabrics Inc.  Valley Forge Fabrics Inc.		-			-			3,36	with no response.		<u> </u>		-	-	
valley i orge rapfics ilic.							10/05/2022 R38446		.46 See beow				1		
							10/05/2022 R38447 10/27/2022 R38844		.89 See beow .93 See beow				1	=	
		-			-					1			1	<del></del>	
									ii) Unable to approve without a budget	+			1		
									for the Andaz Model, requested since				1		
									Mike Clarke's departure and not received to date. Consistent with the				1		
									Altus Budget. Altus Report				1		
									"increased hotel & retail finishes budget (\$30,598,000). These items						
									are risks to the budget" Coco has						
Total Valley Forge Fabrics Inc.		-			-			2 20	perpetually requested information with no response.						
The Treasurer, City of Toronto		<u>-</u>			-				<del></del>					·	
Total The Treasurer, City of To	ronto	-	-		<del></del>		11/07/2022 761249-08	317,87 317,87			317,872.39 317,872.39		08/24/2022 859092-03	112,697.16 Ap	oproved
Wire Fees															
7 x Cable Charge @ \$10 7 x Outward Remit @ \$80		70.00 560.00			70.00 560.00				.00		90.00 710.98			90.00 Ap 710.98 Ap	oproved oproved
		630.00	-			Amend to reflect onLy the payments a	pproved.		.00 Amend to reflect onLy the payments a	approved.	800.98			800.98	
TOTAL		9,118,544.60	-		11,950,405.08			8,908,964	 B1		8,341,098.52		1	7,597,263.18	
		3,110,044.00	=	•	11,300,400.00		•	0,300,304	<del>-</del>	1	0,041,050.02		•	1,001,200.10	į
MIZRAHI GC COSTS:														<del></del> -	

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 January, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only only invoicing for the month of October, this period should include only invoicing for the month of October, this period should include only invoicing for the month of October, this period should include only invoicing for the month of October, this period should include only invoicing for the month of October, this period should include only invoicing for the month of October, the

				December 2022				Nov	ember 2022				Octob	ber 2022				Sept	ember 2022				/	August 2022	
	Vendor	Date 1	lum 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)
	S	November! Revis	ion on invoicing requ	ired, together with the following	adjustments:	only Nove	ember! Revision on inv	voicing required	d, together with the follo	wing adjustments:	include only O	ctober! Revision or	n invoicing requir	ired, together with t	the following adjustments:	September!	Revision on invoic	cing required, toge	ether with the followin	adjustments:					
	T T					12 Genera	al Labourers & Supervi	isor: Mizrahi ha	s invoiced monthly GL at	a rate of \$103. 21to \$203/hour															
	E	12 General Labou	rers & Supervisor: Mi	izrahi has invoiced monthly GL at a	a rate of \$103. 21to \$203/hour (and						:														
					tandard. Coco protests the same,							oourers & Superviso	or: Mizrahi has in	nvoiced monthly GL	at a rate of \$103. 21to \$203/hour	ır									
	L				onfirm payment of rates, as well as a		-				. ,				dustry standard. Coco protests th										
	A R				d party consultant for confirmation of are excessively higher than industry										vider to confirm payment of rates, audited by a third party consultant					a rate of \$103. 21to \$203/hour (a tandard. Coco protests the same,					
	0				e date of Maria Rico's concerns, the										attendance. The rates are	,			,	ty consultant for confirmaiton of					
	U				ird party consultant approved by					er should be informed the rates	excessively hig	ther than industry s	standard, and a co	comprehensive revie	ew should be implemented from	personnel rat	tes and confirmati	ion of their on site	attendance. The rate	are excessively higher than indus	try				
	R		' '		s above industry standard, do not		,		nagement fee paid to N	II monthly, together with the				,	's date. Coco supports the review										
		include the mana	gement fee paid to N	Il monthly, together with the addi	itional borrowing costs to the Projec	t. additiona	I borrowing costs to th	ne Project.			by a third party	y consultant approv	ived by Coco, as a	a 50% equity stakeh	nolder.				a third party consultan TRAFFIC MANAGEME	approved by Coco, IT IS BY A THIRD PARTY??? As the					
		20 Traffic Control	Personnel & 20 Secu	rity Personnel - a full accountabilit	ity is required regarding the rates pa	id 20 Traffic	Control Personnel & 2	20 Security Pers	onnel - a full accountabi	ity is required regarding the rate	s 20 Traffic Cont	trol Personnel & 20	Security Personn	nel - a full accounta	bility is required regarding the	Control Agree	ement is no longer	er in place, Coco re	quests an accountabili	y of the management of traffic					
				te last month's concerns, the rate						e rates are excessive ranging fro										abilty and at excessive rates, at an					
		\$96.66/hour to \$1 request.	144.98/hour. Why is	Mizrahi reluctant to provide the a	ictual invoice to Coco, as per our	\$96.66/ho request.	our to \$144.98/hour. \	Why is Mizrahi i	reluctant to provide the	actual invoice to Coco, as per ou	r ranging from \$ Coco, as per ou		4.98/hour. Why	ıs Mızrahı reluctant	t to provide the actual invoice to					ld be conducted from the as required. Coco supports the					
		requesti				requesti					coco, as per or	ar request.				mpiementat	aon or the control	r igreement to car	rent, with dajustinent	as required: coco supports the					
		Overtime above t standard. The Pr	he subject rates) to \$ oject should be payin	g for all labour costs directly and p	ates are grossly in excess of industry payroll certifiction required to	industry s required t	tandard. The Project sto validate the paymer	should be paying nt of payroll to	ng for all labour costs dir employee, as well as all g	government remittance liabilities	industry standa required to val	ard. The Project sh lidate the payment	hould be paying for t of payroll to emp	for all labour costs of ployee, as well as a	e rates are grossly in excess of directly and payroll certifiction Ill government remittance liabilitie				(402.24	202/10-1/10-1					
Cra	ne Labour	WSIBCoco prot	ests the procedure, g	rossly inflated hourly rates, and is		of certifie	d payroll, to be audite	ed by a third par	ty consultant for confirm	naiton of personnel rates and	copy of certifie	ed payroll, to be aud	idited by a third p	party consultant for	nourly rates, and is requesting a confirmation of personnel rates	above the sul	bject rates). These	se rates exceed inc	dustry standard. Coco	203/hour (and many Overtime rotests the same, and is requesting					
				consultant for confirmaiton of perses. The rates are excessively highe	sonnel rates and confirmation of er than industry standard, and a					excessively higher than industry te date coco initiated questions /					tes are excessively higher than ited from the date coco initiated					onfirmaiton of personnel rates an er than industry standard, and a					
					ated questions / concerns in 2019 by															ntrol Agreement until today's date					
		Maria Rico & sub	sequently since Mizra	hi's expiry of the Control Agreeme	ent in August 2022.	2022.					Agreement in	August 2022.				by a third par	rty consultant app	proved by Coco							
											wnen clark co	лізігисцоп іvianage	ement inc. was or	on site, coto was an	ioraea visibility to the starring										
					a monthly basis nor have has Coco										mment. Mizrahi allocates excessiv										
Const	ruction Cost			ment on rates paid. Mizrahi alloca experience the personnel holds in	ates excessive resources, at excessive senior capacities. An audit is					cates excessive resources, at nnel holds in senior capacities. A					ience the personnel holds in senio					payroll by a third party to review xecuted from the commencement					
				d and ensuring the payroll burden						Il burden and rates are reflective					of government remittances,					y consultant should be approved					
		industry standard	, including the payme	ent of government remittances, in	ncluding EHT, WSIB	of the ind	ustry standard, includi	ling the paymen	t of government remitta	nces, including EHT, WSIB	including EHT,	WSIB				Coco.									
Coco disp	utes all Mizrah	hi personnel and th	allocation of daily r	esources for the following reason	ns :																				
		ower at excessive ra																							
2/ Fc					onitored by a third party to ensure the ent, Scheduler to Traffic Control and																				
				ks required by personnel;	int, scrieduler to Tranic Control and	Salety,																			
	iii)	Recruitment of onl	competent personn	el to execute the defined scope o	of work (several on site personnel ha	ve no experi	ence in construction o	or high rise build	ling);																
				presentative of the industry stand																					
	,				d employee must be aware of their root be excessive (i.e. traffic control; se		es;																		
	,			ensure they are efficient and proc		.cu icy),																			

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

	Dec	ember 2022			Nov	ember 202	2	0	ctober 2022			Sept	tember 2022	2				August 2022	
			COCO APPROVED				COCO APPROVED			COCO APPROVED				COCO APPROVED				COCO APPRO\	/ED
		Dec 2022 Open	OR NOT			Nov 2022 Open	OR NOT		Oct 2022 Open	OR NOT APPROVED			Sep 2022 Open	OR NOT			Aug 2022 Oper		
Name	Date Description	Balance	APPROVED (N.A.)	Date	Description	Balance	APPROVED (N.A.)	Date Description	Balance	(N.A.)	Date	Description	Balance	APPROVED (N.A.)	Date	Description	Balance	(N.A.)	JC COMMENTS
Bell Canada																			
																			Invoice to a #ed company, no
	01/11/2023 Jan 2023		Approved	11/01/202	2 Nov 2022		Approved	11/01/2022 Nov 2022		Approved	10/01/2	2022 Oct 2022		Approved	09/01/202	2 Sep 2022		77 Not approved	applicable to the Project
Total Bell Canada		14.72				14.30	0		13.9	3			13.91				13.	77	
Home Construction Regulatory Authority																			
Table of the Control				11/28/202	2 APP-5021342		Approved			_			-	_				_	
Total Home Construction Regulatory Authority  IGIS Global Private Placement Real Estate		-				500.00	J				_		-				-		
IGIS Giodai Private Placement Real Estate																			
										IGIS handling fee -									
										approved in									
										accordance with									
								08/31/2022 08312022	3,692,961.0	the Credit Facility.			-				-		
Total IGIS Global Private Placement Real Estate		-				-			3,692,961.0	)			-	_					
Master Insurance Limited.																			
	12/28/2022	124,660.11	Approved	11/25/202	2 7510175	445,696.02	2 Approved			_				_				_	
Total Master Insurance Limited.		124,660.11				445,696.02	2		-				-				-		
TD Wire Fee																			
0 x Outward Remit @ \$50		-		TD to other ba	ink	-		TD to other bank	-		TD to other	r bank	-				-		
0 x Outward Remit @ \$25		-		TD to TD		-		TD to TD	-		TD to TD		-				-		
0 x KEB Receiving @ \$10				KEB Receiving	9	-	_	KEB Receiving	-	_	KEB Receiv	iving	-	_				_	
		-				-			-				-				-		
TOTAL		124,674.83				446,210.32	<del>_</del>		3,692,974.96	-			13.91	_			13.7	7	
IVIAL		124,014.03				440,210.32	<u>:</u>		3,032,314.30	<u>-</u>			13.31	=			13.7	<u>-</u>	

## 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,
	,	3.7	,	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	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
		approved site office by Coco)		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 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.
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	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
1.4	David Baria	equipment maintenance	206.71	overruns
14	David Paris	Crane operator hotel stay costs		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	191.95	Andaz Hotel associated costs and budget approval remain outstanding as per Coco and confirmed by Altus in their monthly cost report.
	<b>0</b>	Hotel suite		These costs should not be approved independently without Coco approval.

Author of Trades Corp  Power equipment rental  1,50,00  (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 Midralls. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor. Briand costs to subget and not under recoverable costs as invoiced by Midralls. Further, rent charges that are being paid due to delay in project construction should be charged back to the contractor. Briand costs to subget and not under recoverable contractions. The costs of the project to the project	No	Vendor name	Supply of:	Amount \$	Remarks
Substitute   Property   Propert	22	Morrow Equipment Company, L.L.C	Liebherr Crane rental and repair	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
recoverable costs as involved by Minarian. Further, rent charges that are being paid due to tellay in project construction should be charged back to the contractor, Minarian in Caractor, Minaria in Caractor, Mina			charges		
construction sharped back to the contractor, Mirahi Inc. for costs overnum. Construction management few will not apply as it is Hard Cost Hearn (2014).  Mailing service 7.00 Mail is not to 8 ALDVIN SERNICE HALLMAN (If who are a law firm. What is being sent to a law ferm that is being charged to the project? What legal services are they providing to the Project?  Mirah (Inc. Inc. 100) Mail is not to 8 ALDVIN SERVICE HALLMAN (If who are a law ferm what is being sent to a law ferm that is being charged to the open contraction should be charged back to the contractor for costs overrums. These are available in the project was completed on time and should be charged back to the contractor for costs overrums. These are available in the project was completed on the project was completed on the contractor. Murahi Inc. Inc. 100 Mirah (Inc. 100) Mirah (In	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
Mailing service  7.00 Mail service 7.00 Mail service 7.00 Mail service 7.00 Mail service 8.00 Mail service 9.00 Mail service 8.00 Mail service 8.00 Mail service 9.00 Mail service 8.00 Mail service 9.00 Mail ser					recoverable costs as invoiced by Mizrahi. Further, rent charges that are being paid due to delay in project construction should be
What legal services are they providing to the Project?  Not a project of the Project of Services are they providing to the Project?  Pow Duty (Tornto Police Service)  Traffic management for oversite and service are should be charged back to the contractor, Murzahi Inc.  Pro Sing & Safety Inc.  Miner Bet  Proline Hardware  Hardware tems  1, 8,42.90  Safety Irist Consulting  Safety training  Safe					charged back to the contractor, Mizrahi Inc. for costs overruns. Construction management fee will not apply as it is Hard Cost item.
What legal services are they providing to the Project?  Not a project of the Project of Services are they providing to the Project?  Pow Duty (Tornto Police Service)  Traffic management for oversite and service are should be charged back to the contractor, Murzahi Inc.  Pro Sing & Safety Inc.  Miner Bet  Proline Hardware  Hardware tems  1, 8,42.90  Safety Irist Consulting  Safety training  Safe					
In Communications   Two way communication device and service   1,566 a   Charges that are being paid due to delay in project construction should be charged back to the contractor, Misrah in consideration   1,604 a	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?
service service service service service service service services service services se					
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.  477.78 As project is delayed, these charges the effect of the project to be charged back to the Contractor, Mizrahi Inc.  477.78 As project is delayed, these charges the effect of the project to be charged back to the Contractor, Mizrahi Inc.  477.79 As project is delayed, these charges the effect of the project to be completed on time, these would be avoidable costs and should therefore be recovered from the Contractor, Mizrahi Inc.  477.74 As project is delayed, these charges the effect of the project time of the project time of the project is delayed, the scharges of 1595, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charged at 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charged at 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charged at 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charged at 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charged at 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charges (and screw 2,500 pc. Ins been charges and 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charges and 5295, while they can be bought at Home Depot at 556.87/1200 pc. For 52.71/2* Deck screws 2,500 pc. Ins been charges and 5295, while they can be bought at Home Depot at 5295, while they can be bought at Home Depot at 5295, while they	25	QLD Communications	Two-way communication device and	1,656.38	
delivery  avoidable if the project was completed on time and should be charged back to the Contractor, Mirrah Inc.  for Sling & Safety Inc.  Miner Belt  47.78 A project. S delayed, these charges are being incurred. Had the project control per project and should therefore be recovered from the Contractor, Mirrah Inc.  Social Poline Hardware  Hardware Rems  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 excessive accounter project and is excessive as compared to industry standards. Lack of cost control, as the training is only, \$40-600 but \$150 is being charged to the project.  Safety First Consulting  Safety training  Safety training  Safety training  Safety training  Safety training  Safety training  Safety First Consulting  Safety Firs			service		avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.
delivery  avoidable if the project was completed on time and should be charged back to the Contractor, Mirrah Inc.  for Sling & Safety Inc.  Miner Belt  47.78 A project. S delayed, these charges are being incurred. Had the project control per project and should therefore be recovered from the Contractor, Mirrah Inc.  Social Poline Hardware  Hardware Rems  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 excessive accounter project and is excessive as compared to industry standards. Lack of cost control, as the training is only, \$40-600 but \$150 is being charged to the project.  Safety First Consulting  Safety training  Safety training  Safety training  Safety training  Safety training  Safety training  Safety First Consulting  Safety Firs					
477.78 A 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, Mizarahi Inc.  477.78 A 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, Mizarahi Inc.  477.78 A project is delayed, these charges are being incurred. Had the project been completed on time, these would be avoidable costs and should the charged as \$2.00 and the contractor, Mizarahi Inc.  477.78 A project is delayed, these charges are being incurred. Had the project been completed on time, these would be avoidable costs and should the subject of 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.  45.76.44 Cast are excessive. First aid and CPR training is only \$40.60 but \$15.00 is being charged to the project. Health & Safety Services program training costing \$45K 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 controlled. As the training should be using internal resources and run through an established in-house training project. In the project construction should be charged back to the contractor, which is covered under the project construction should be charged back to the contractor for costs overruns. In project construction should be charged back to the contractor for costs overruns. In recommand a project delays. This should be responsibility of contractor, Mizrahi inc. For costs overruns. In recommand as a result of the project delays. This should not be borne by the project and be recovered from Contractor, which not be been project with the project delays. This should not be borne by the project and be recovered fr	26	Pay Duty (Toronto Police Service)	_	1,624.95	
should therefore be recovered from the Contractor, Mizarahi Inc.  16,422.90  17,120  1			delivery		avoidable if the project was completed on time and should be charged back to the Contractor, Mizrahi Inc.
should therefore be recovered from the Contractor, Mizarahi Inc.  16,422.90  17,120  1					
Froline 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. 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	27	Pro Sling & Safety Inc.	Miner Belt	477.78	
commensurate to the minimal work executed in December 2022. For e.g. 2 1/2" Deck screws 2,200 pcs has been charged at 5299, while they can be bought at Home Depot at \$56.87/1200 pcs  25 Safety First Consulting  26 Safety First Consulting  27 Safety First Consulting  28 Safety training  29 Safety training  29 Safety training  20 SCAF-TECH INC.  20 Scaffolding overhead protection  20 SCAF-TECH INC.  20 Scaffolding overhead protection  21 1,523.00  21 Scaffolding overhead protection  21 1,523.00  22 Scaffolding overhead protection  21 1,523.00  23 Scaffolding overhead protection  21 1,523.00  23 Scaffolding overhead protection  21 2,966.00  23 Scaffolding 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.  23 Scaffolding overhead protection  24 Scaffolding installed  25 Scaffolding installed  26 Scaffolding installed  27 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.  25 Scaffolding installed  26 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 have been incurred for extended period of time had the project completed as per scheduled time. This should be responsibility of contractor, Mizrahi Inc.  26 Scaffolding inspection for items in should be enabled 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.  27 Scaffolding inspection of rental scaffolding inspection of rental scaffolding inspection of rental scaffolding inspection of rental scaffolding inspect one of the project construction should be charged back to	20	Drolina Hardwara	Hardware items	10 422 00	·
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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.  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  Mileage  503.25  Not approved as there is no direct relation to the project.  Trip lo Riverview on Dec 14th and 15th - Mileage 825kms@\$0.61/km  Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns  7 Toiout 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  7 Triovest  Office rent & misc. charges  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.  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					· · · · · · · · · · · · · · · · · · ·
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overruns  37 Todd Hallam Mileage 503.25 Not approved as there is no direct relation to the project. Trip lo 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. 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.  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	36	The Fence People Limited	Fencing	2 712 ∩∩	,
Todd Hallam Mileage 503.25 Not approved as there is no direct relation to the project. Trip lo Riverview on Dec 14th and 15th - Mileage 825kms@\$0.61/km  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  Triovest Office rent & misc. charges 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.  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	50	The reflect copie Ellitted	i Chenig	2,712.00	
Trip lo Riverview on Dec 14th and 15th - Mileage 925kms@\$0.61/km  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  37. Triovest Office rent & misc. charges 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.  38. Triovest Office rent & misc. charges 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.  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	37	Todd Hallam	Mileage	503.25	
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  Triovest Office rent & misc. charges 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.  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			0		· · ·
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. 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.  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	38	Toronto Hydro	Rental for pump	35.14	-
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					existing space in the project.
overruns	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 Vend	ndor name	Supply of:	Amount \$	Remarks
41 Uline	ne	Safety hats	58.31	ok
42 Vipe	e	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.**

Date: 17th January 2023

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

BUDGET

DIVISION	Category	ALTUS GROUP	VARIANCE	ALTUSGROUP		CONTRACT /	CHANGE	PURCHASE	TOTAL	CONTRACTS ON
		PREV. (REP. 36)		CURRENT		QUOTES	ORDERS	ORDERS	COMMITTED	FILE WITH COCO
		BUDGET		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									
<b>General Requirements</b>		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 (Brea	kout from GC )	4,287,905	0	4,287,905	RailClimbingSystem(RCS)	2,500,000	1,787,905	-	4,287,905	
<b>DIVISION1 TOTAL</b>		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		AldershotLandscaping/UCCGroup(Ou	2,009,037	3,471,140	-	5,480,177	
Landscaping Tower Terrace		Incl.above	- -	Incl.above		-	-	-	-	
GranularSupply		-	-	-		-	-	-	-	
Fountains		-	-	-		-	-	-	-	
-		ı			I .				ı	

**CONTRACT SUM** 

DIVISION	Category	ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON FILE WITH COCO
Curbs, Walks & Stairs		-	-	-		-	-	-	-	
MunicipalCurbs		-	-	-		-	-	-	-	
AsphaltPaving		-	-	-		-	-	-	-	
UnderslabDrainageandSOG		-	-	-		-	-	-	-	
Demolition		115,000	-	115,000	AllowanceforDundonald	-	-	-	-	
VerticalDrainageBoard		-	-	-		-	-	-	-	
Fences		-	-	-		-	-	-	-	
MechanicalUndergroundSer	rvices	200,950	-	200,950	ProDrain(ExecutedContract)	146,950	54,000	-	200,950	146,950
<b>DIVISION2 TOTAL</b>		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(FoundationtoGro	ound)	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/Invoid	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			-	-	-	
<b>DIVISION3 TOTAL</b>		100,217,570	-	100,217,570		80,910,796	7,205	16,828,771	97,746,772	11,969,793
DIVISION4	MASONRY									_
Masonry	WASCINI	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	_	_	_	_	_	
DIVISION4	TOTAL	5,094,206	-	5,094,206	0	5,963,178 -	777,518	_	5,185,660	-
DIVIDIO144	IOIAL	3,034,200		3,034,200	<u> </u>	3,303,170	777,310		3,103,000	
DIVISION5	METALS									
StructuralSteel(SupplyandIn		22,508,995	-	22,508,995	Walters(ExecutedbyTrade)	22,286,287	222,708	-	22,508,995	22,286,687
StructuralSteel(SupplyandIn	•	11,828,720	-	11,828,720	Walters(ExecutedbyTrade)	10,697,452	867,334	263,934	11,828,720	10,697,452
SteelDeck LabourandMateri	-	Included	-	Included	-	,20.,.02	-	-	,5_5,7_5	
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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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
DIVIGIONS	CARRENTRY				Г					
DIVISION6	CARPENTRY	-	-	-	-	-	-	-	-	
RoughCarpentry	0 10 11	46 200 052	-	-	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	-	-	-	-	-	-	-	-	
KitchenandBathroomCabir	nets	6,989,105	-	6,989,105	-	-	-	-	-	
SlidingClosetDoorsandShel	lves	-	-	-	-	-	-	-	-	
CustomMillwork		-	-	-	-	-	-	-	-	
DIVISION6	TOTAL	23,199,058	-	23,199,058	0	-	-	110,000	110,000	-
DIVERSION T	THE DAME (AMOUNT INTO DESCRIPTION									
DIVISION7	THERMAL/MOISTUREPROTECTION	222.524		222.521	I	224.452	24.054		222 524	201.170
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		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&Frame		240 500		240 500	Cogo Aluminum 9 Class	220.000	10 500		240 500	
		249,598	-	249,598	GageAluminum&Glass	230,000	19,598	-	249,598	
HollowMetalDoors&Frame	es(RetailSupply)	-	-	-	- I and the state of the state	-	-	-	-	
InteriorGlazing		Incl.inbelow	-	Incl.inbelow	Includedintowercurtainwall	-	-	-	-	
GarageOverheadDoors		126,376	-	126,376	-	-	-	-	-	
AluminiumWindows		-	-	-	], , , , , , , , , , , , , , , , , ,	-	-	-	-	
RevolvingDoors		Incl.inbelow	-	Incl.inbelow		-	-	-	-	
StructuralGlass		14,701,596	32,061	14,733,657		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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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	1 111131123	_	_	_		_		_	-	
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	-
<b>DIVISION10</b> ToiletPartitions	SPECIALTIES	8,400	_	8,400						
Louvres		8,400	_	8,400	IncludedinGamma	_	_	_	_	
OutdoorKitchens		100,000	_	100,000	Includedingamma	_	_	_	_	
Fireplaces		500,000	- -	500,000	Allowanceforupperfloorfireplaces	_	_	_	_	
SpecialtyPartitions		300,000	_	-	Allowanceroruppernoormepiaces	_	_	_	_	
Mirrors		61,700	_	61,700		_	_	_		
LoadingDockEquipment		70,000	<u>-</u>	70,000		_	_	_	_	
MetalLockers		349,200	<u>-</u>	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	<b>2,603,590</b>	<u>-</u>	<b>2,603,590</b>	- 0	<u>-</u>	-	-	-	-
DIVIDIOINTO	IVIAL	2,003,330	<u>-</u>	2,003,330	U	•		•	•	•

**EQUIPMENT** 

**DIVISION11** 

DIVISION	Category	ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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	-	-	-	-	-	
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	3r LCIALCONSTRUCTION	_			IncludedinWalters					
SaunasandHotTub		_	_	_	- Includediff value is	_	_	_	_	
DIVISION13	TOTAL	-	<u>-</u>	-	0	-	-	-	-	-
2.1.10.10.1120										
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	-			-	-	-	-	
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								T	
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				-	-	-	-	
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	VARIANCE	ALTUSGROUP	TRADE DETAILS	CONTRACT /	CHANGE	PURCHASE	TOTAL	<b>CONTRACTS ON</b>
		PREV. (REP. 36)		CURRENT	COMMENTS AND NOTES	QUOTES	ORDERS	ORDERS	COMMITTED	<b>FILE WITH COCO</b>
		BUDGET		BUDGET						
DIVISION16	TOTAL	18,391,058	253,959	18,645,017	0	19,400,818	665,089	-	20,065,907	18,924,782
<b>GRAND TOTAL</b>		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		_	_	_	_	

# Mizrahi Commercial (The One) GP Inc. February 2023 Month End

## **Payment Listing**

		Total
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
Total:		
		\$ 18.446.746.20

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

Authorized Signatures:

NOT APPROVED SEE INDIVIDUAL TABS FOR DETAILS
Sam Mizrahi
Jenny Coco

I have the authority to bind the corporation

I have the authority to bind the corporation

h Year -> Vendor	February 2023  Jenny Comments (17th March 2023)	January 2023  Date Num Jenny Comments	No comments Date Num	December 2022  Open Balance Jenny Comments	Mark Kilfoyle comments Date	November 2022  Num Open Balance Jenny Comments	Date Num Ope	October 2022  on Balance Jenny Comments	September 2022 Date Num Open Balance Jenny Comments	Date         Num         COCO Approved OR Not	Jenny Commo
		Chain Balance	provided by Mizrahi to Coco's query from Jan 2023		(31st Jan 2023)				,	Approved (N.A.)	
venport Retail Inc.	Open Balance	Open Balance	from Jan 2023 12/29/2022 Jan 2023 Ren	processed this invoice last month (12/29)	This is the presentation gallery for the Project. The Project requires a presentation			Northern Citadel Capital Inc., & One8One Davenport Inc. have been placed in		Open Balance	
				without notification to Coco. Hana was	gallery. The payment must be made.  In payment was provided to Wes on the			receivership effective on October 31, on application by PwC as the receiver of Bridging Finance Inc. and certain related entities. As at			
			4	notification to Coco. Hana proceeded to Mizrahi to process and wired funds accor	updated payment listing and this is a dingly. reoccurring lease payment there is nothing			June 2022, approximately \$55 million is owing under the loans to Bridging.			
				See attached KEB Hana bank statement f 2022. [Attachment 1]	or Dec to provide Notification to Coco for.						
			12/21/2023 Jan 2023 Ret		t Lease has been provided to Coco and			0	A/28/2022 2022-013 Taxes approved for payment.		
				the market for incumbent tenant. [Attacl	included in the link. The rent has not been adjusted on this unit since lease began in July of 2017. The rent payment also needs						
					to be adjusted to reflect the increase in borrowing costs as a result of the increase in						
					the prime interest rate by the Bank of Canada.						
			02/01/2023 Feb 2023 Ren	5,650.00 Not approved - Lease has expired. Coco	Lease as been extended and copies of the		12/01/2022 Dec 2022 Rent	FINAL LEASE PAYMENT. Coco does not approve 1	55,942.31  NO1/2022 Nov 2022 Rest Approved with no further extensions granted.	10/01/2022 Oct 2022 Rent Approved	
	NOT APPROVED  Lease extended without Coco approval. The landlord for this property is affiliated with Sam				lease have been provided to Coco. Mizrahi responses to Coco comments remain status			any further extensions be granted.	Approved with no futurer extensions granted.	дриочеа	
	Mizrahi and is under receivership. The lease should not have been extended without Coco's	NOT APPROVED Lease extended without Coco approval. The landlord for this property is affiliated with Sam	-		quo to prior period. See responses above						
	pre-written authorization. The lease rates self directed by Sam Mizrahi are well in excess of	Mitrahi and is under receivership. The lease should not have been extended without Coco's	4								
04/01/2023 Apr 2023 181 Davenport Retail Inc.	market pricing. Lender has continued to approve without consulting with Coco.  37,666.67	03/01/2023 Mar 2023 Rent 37,666.67 37,666.67		37,666.67 75,333.33				32,016.86 32,016.86	32,016.66 87,955.97	32,016.66 32,016.66	
ty Scapes Inc.											
		NOT APPROVED In addition to the comments related to marketin									
		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 increas	444444								
		by lender that Mizrahi refers to in his response to Coco query for Dec 2022 payment has not been approved by Coco group.									
		Altus reports Marketing & Advertising cost to	4								
3D City Scapes Inc.		end of Dec 2022: \$17.93m; which exceeds the 17.656.25 credit agreement sum of \$15m									
26 Canada Inc.		11,000.40					11/01/2022 F-5591	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			
F296126 Canada Inc.		-		-		-		budget" Coco has perpetually requested 9,564.55 information with no response. 9,564.55	-	-	
ustics Engineering Ltd.		NOT APPROVED:			1300C/200	0024514 Approved contingent upon Coco receiving		1	001/2022 24274 5,085.00 Approved 001/2022 24276 Approved	09/13/2022 24150 Approved with question	No line item in the budget. Characti
		Contract is not shared with Coco and so unsure this is within scope of works relating to the			1205/20	Approved contingent upon Coco receiving information if this forms part of the contrac an extra. If an extra, why?	t or is		Approved	Approved with question	No line item in the budget. Question and YTD paid?
		budget.  Coco is concerned about increasing cost to date	- The state of the								
		that does not translate to the progress achieved 01/09/2023 0024655 1,363.06 on site.				3,405.54			11,550.01	9,060.60	
ercoustics Engineering Ltd.  Group Limited	-	1,363.06	11/16/2023 441684	- Approved, conditional upon Altus revisin	the There is no lack of execution by the	3,405.54		-	16,635.01	9,060.60	
				Budget / Construction Schedule to reflect	the Constructor (Mizrahi). The Project is ahi). moving along as fast as possible. We are working on an updated schedule and should						
				11,829.88	have it complete in the next 90 days.						
		Approved, conditional upon Altus revising the Budget / Construction Schedule to reflect the	12/14/2022 446684	Same as above			10/21/2022 439722	Approved, contingent upon Coco receiving a copy of the "miscellaneous Correspondence (Borrower/Lender)" as noted in the invoice.		09/08/2022 434512 Approved	
		lack of execution by the Constructor (Mizrahi) 02/01/2023 CI-0000002216 6,792.98   that is pending from Jul 2022.		6,208.67				7,074.53	-	11,384.47	
Ntus Group Limited Can Hotel Realty Corporation	-	6,792.98		18,038.55		· .		7,074.53	-	11,384.47	
		NOT APPROVED Invoice is already paid via KEB Account directly									
		by Mizrahi (approved by IGIS without consultation with Coco) without Coco's active participation in decision making for such a	***************************************								
		strategic asset. Details are in Danny's email to Mizrahi dated 6th February 2023 (see attached	-								
	NOT APPROVED	02/01/2023 20230001 84,750.00 sheet)									
	Engagement made without Coco's active participation in decision making for sale of Hotel which is a strategic asset.										
	Details are in Danny's email to Mizrahi dated 6th February 2023 (see attached sheet)		The same of the sa								
03/31/2023 20230000 merCan Hotel Realty Corporation	No information has been provided to Coco to date 21,187.50	02/27/2023 20230001 21,187.50 Same as above 105,937.50									
e Marble Restoration Inc.			12/13/2022 6934	Not approved - Landlord is responsible fo	r this The Landlord is not responsible to upkeep						
				work (Mizrahi), as lease has expired. See comment above under 181 Davenport	the tenant TI it is the tenant's responsibility. See responses above under 181 Davenport. The Clean-up is also part of the event for the						
			-		Project that was held and the Project is responsible						
				2,486.00							
venue Marble Restoration Inc.	- NOT APPROVED	-		2,486.00				-	-		
	Engagement made without Coco's active participation in decision making for sale of Hotel		***************************************								
	which is a strategic asset. Details are in Danny's email to Mizrahi dated 6th February 2023 (see attached sheet)		444444								
n Young Commercial Real Estate Servic 02/28/2023 A2023012	No information has been provided to Coco to		4								
		NOT APPROVED Invoice is already paid via KEB Account directly by Mizrahi (approved by IGIS without									
		consultation with Coco) without Coco's active participation in decision making for such a									
03/06/2023  A2023012	:1492226 <b>31,781.25</b> Same as above	strategic asset. Details are in Danny's email to Mirrahi dated 6th February 2023 (see attached 01/31/2023 A20230121492026 127.125.00 sheet)									
Avison Young Commercial Real Estate	1492226 31,781.25 Same as above 63,562.50	01/31/2023 A20230121402026 127,125.00 sheet) 127,125.00									
n Young Valuation & Advisory Service				11				0	Unable to approve an invoice if the report is not		
n Young Valuation & Advisory Service			99						submitted to Owner (Coco). Also, why was this appraisal completed without the prior approval 10,678.50 and consent of a 50% owner?	10.678.50	

vendor	February 2023  Jenny Comments (17th March 2023)  Outo	January 2023  Num Jenny Comments No comme provided Muzzih L	(	November 2022    Date   Num   Open Balance   Jenny Comments   Date	October 2022 Num Open Balance Jenny Comments	September 2022  Date Num Open Balance Jenny Comments Date	August 2022  Num COCO Approved OR No Approved (N.A.)	ot Jenny Comments
Date	Num Open Balance	Open Balance Cooks qu	ery				Open Balance	
	NOT APPROVED  This is for Hotel mack-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".							
	Mitrahi 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							
027 oxess Industries inc. nsulting Group Ltd.	292023 2700 696.28 budget risks (Altus report no. 42 section 1.8) 696.28					- 0001/022 77	-	
3A Consulting Group Ltd. lath and Beyond						- Description -	757.10 Approved 757.10	
		NOT APPROVED 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".						
		Mizrahi comments on this payment listing schedule from Dec 2022 indicates that Altus no longer has a concern. However, in the Altus						
ed Bath and Beyond I Ladner Gervals LLP	01052	reports it still appears as a Project budget risks 92.63 (Alhus report no. 42 section 1.8) 92.63						
			12/20/2022 888191641 Not approved as additional information of the The status of the Parkland Dedication Appeal on to give a few provided. In process and provided pr	information of the status of the Parkland  Dedication Appeal. To date, no update from MI	Approved. Status of the Parkland Dedication Appeal status?	9/2022 698158005 Approved. Status of the Parkland Dedication 08/31/2022 64 Appeal?	Approved	Update on the status of the municipal nego
		NOT APPROVED: As Coco has not been requested to participate in	To date, no update from MI team or legal.  Repeated request with no information provided included in the monthly Construction including additional ancillary costs in excess of S100x are assessed to the site with no	will be team or legal.				
orden Ladner Gervals LLP	010012	the process nor are they updated on the status 7,827.50 of the matter. Why is this still on-going? 7,627.50	2,589.72  7,989.72  7,989.72	8,656.37 8,656.37	1,472.96 1,472.96	2,415.38 2,415.38	7,969.89 7,969.89	
lds Inc.				10/26/2	1922 57890 If the Project has final planning approvals, what additional planning services is undertaken in this invoice? Not approved until additional	92/2022 57894 Approved conditional upon receipt of additional information, what Planning issue remains outstanding?		
ousfields Inc.					information is provided regarding scope of 1,483.13 services / works. 1,483.13	2,330.63 2,330.63		
Research & Consulting Inc.	NOT APPROVED  Neither the details nor the purpose of the market report is not evident from the invoice.							
ilpen Research & Consulting Inc.	Mitzahi inc to provide the requirement for the 4,785.04 market report 4,705.04							
IZZZHOMO				12/01/2022 2022R-090 8,475.00 See below and prior months comments.  12/01/2022 2022R-110 In addition to the comments of last month 10/31/2	222 2022R-100 Communication Budget continues to be	98/31/2222 20 98/01/2222 20		Communication Budget exceeded over 30 approvals from Coco
				(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:	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			
				"2.01[26](ii) 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 Badvance." Currently	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			
				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	postpones engagement of Coco for approvals.  Coco continues to have concerns with mis- appropriation of the budget towards "branding"			
				shall not approve based upon our comments of prior months, as well as the above.	of Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most concerned with the misuse of the communication budget with no accountability.			
				8,475.00	8,475.00		8,475.00	
uzzBuzzHome Communications Inc.	·		. 120110022 12287 Not Approved - Two years ago, the Coco group receiv	16,950.00 16,950.00 Same as above.	8,475.00	- 08631/2022 12095 Not approved. Coco has not approved any 08601/2022 12		
			In addition to the comments of last month, we remind all Parties the Credit Agreement approved by the arbitrator's (and Co. Amending Agreement dated February 4th, 2021, designated accountant, Maria Go.	75)		incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding		
	NOT APPROVED - Scope of work has never been managed or defined by Mizrahi. In addition to the comments related to marketing expenditure from previous months:	NOT APPROVED - Scope of work has never been managed or defined by Mizrahi. In addition to the comments related to marketing expenditure from previous months:	executed by all parties states the following: subsequent marketing invoices have  "2010/Egi(b) the Gorrower shall not incur  proved and paid for on the basis of  marketing and advertising costs in respect of the  frojects in exess of \$15,000,000 (including costs ) the Projects has been successful,  the province of th	this ing		of Mil		
	This is a marketing expense which has exceeded the budget provided by the Credit Agreement Amending Agreement dated February 4H, 2021,	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	incurred prior to Tranche B advance." Currently the Communication expenditures to date are in the excess of \$17.7M. This is now in excess of \$2.7M noted above are copies of the recent	\$624 ink				
	lender approved \$15m limit. The budget increase by lender that Mitrahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.	lender approved 515m limit. I he budget increase by lender that Mizrahi refers to in his response to Coco query from I an 2023 has not been approved by Coco group.	over budget with questionable results. An email invoice(s).  was sent on January 3rd, 2023, and to date, we "he hender approved the updated bu have received no response from Mizrah." Thus, August which is after February 4th, 2d, in summary, we shall not approve based upon	iget in 21.				
	Altus reports Marketing & Advertising cost to end of Jan 2023: \$18.55m; which exceeds the 01/2023 12/209 1,576.35 (credit agreement sum of \$15m 01/212	Altus reports Marketing & Advertising cost to end of Dec 2022: \$17.93m; which exceeds the 1,576.35 credit agreement sum of \$15m	our comments of prior months, as well as the above.  1.876.35	1,576.35		1,576.35	1,576.35	
Chart Communications Inc.	1,576.35 1,576.35	2023 12286 1,576.35 credit agreement sum of \$15m	1,576.35	1,576.35		1,576.35	3,152.70 Not approved	Communication Budget exceeded with no approvals from Coco
Cini-Little International, Inc.					Our.	0/2022 19496 Why do we have Foodservice Changes? Is this applicable to KSFG? Please advise is this shall be 640.37 a charge assessed to KSFG? 640.37	<u>.</u>	
Coco International Inc.	14/2023 2023-02 79,278.17 Approved 02/14/2 78,278.17	53,540.18 53,540.18	91/1 (1922) 2022-17 34,417.05 Approved 3-4417.05	12/12/2022 2022-16	222 2022-15 37,856.46 Approved 10 <sup></sup> 37,856.46	4/2022 2022-14 32,739.02 Approved 09/15/2022 20 32,739.02	22-13 30,507.57 30,507.57 Approved	
ray and Partners LLC			51005/2023 13864 Not Approved - "See response to question 7."	12/01/2022 13789 9,666.67 see below. 12/01/2022 13819 In addition to the comments of last month	100	0801/2022 13   0801/2022 13710   Not approved. Coco has not approved any 0806/2022 13	414 11,333.33	
			In addition to the comments of last month, we remind all Parties the Credit Agreement Amending Agreement dated rebruary 4th, 2021, Communications inc.	(which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed		incremental budget for advertising, promotion & marketing, as the sales do not support the incremental costs, many associated to branding		
		NOT APPROVED - Scope of work has never been managed or defined by Mizrahi. In addition to the comments related to marketing expenditure from previous months:	executed by all parties states the following:  "2010/60/10 the Borrower shall not incur marketing and advertising costs in respect of the Projects in execs of \$15,00,000 (including costs	by all parties states the following: "2.01/26/jil the Borrower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including costs		of Mi		
		This is a marketing expense which has exceeded the budget provided by the Credit Agreement Amending Agreement dated February 4th, 2021,	incurred prior to Tranche Badvance." Currently the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M	incurred prior to Tranche B advance." Currently the Communication expenditures to date are in excess of \$1.7.7M. This is now \$2.7M over				
		lender approved \$15m limit. The budget increase by lender that Mitrahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.	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	budget with no results. Thus, in summary, we shall not approve based upon our comments of prior months, as well as the above.				
		Altus reports Marketing & Advertising cost to lend of Dec 2022: \$17.93m; which exceeds the	our comments of prior months, as well as the above.					
Conway and Partners LLC	- 02/01/2	9,666.67 credit agreement sum of \$15m	9,666.67	9,666.67 19,333.34		9,666.67	9,666.67 Not approved 32,333.33	Communication Budget exceeded with no approvals from Coco

Month Year ->		February 2023			January 2023				Decemb	ber 2022			Novem	mber 2022		Octob	ober 2022		Sen	etember 2022			August 2022	
Vendor			Jenny Comments (17th March 2023)	Date Num		Jenny Comments	No comments provided by Mizrahi to	Date Num	Open Balance	Jenny Comments	Mark Kilfoyle comments (31st Jan 2023)	Date Num	Open Balance	Jenny Comments	Date Num	n Open Balance	Jenny Comments	Date	Num Open Bal	Jenny Comments	Date Num	cocc	Approved (N.A.)	Jenny Comments
+	Date Num	Open Balance			Open Balance		Coco's query from Jan 2023								1	_		08/01/2022 68430		Not approved as presented, as Coco has no details related to these "extra" charges, as we		pen Balance		
· l					Constru	PPROVED uction administration is not									1					details related to these "extra" charges, as we (coco/ Mizrahi / Core) engaged in a lengthy cal with CORE to finalize the contract. Once again	all			
i					commer construc time and	ensurate to the works in place against hard uction costs. It is likely that an extension of nd costs will apply to their contract. As per														unbeknown to Coco, all costs have been exceeded once again. WHY?				
i					Altus rep construc	eport no. 42 for Dec 2022, only 52% of the uction is completed to date which is far than the amount progressed with Core									1									
i					Architec As this P	Project has not been delivered on time, st should be borne by the contractor,		1							1									
				01/17/2023 71099	81,360.00 Mizrahi	i and not be charged to the Project.  PPROVED:			-						1			09/13/2022 70507	7 17,63	28.00 Approved				
i					Scope of The PAT	of works has not been shared with Coco. TH connectivity is not a scope of works		4							1									
i					why Cor actively	within the Project's ambit. Please explain ore has not been engaged. Coco is to be y participating in any change to scope of									1									
				01/17/2023 71101	NOT APP	s per Arbitration Award.	1	12/09/2022 70952	-	Approved.								09/13/2022 70508	81,31	60.00 Why revisions again? Explain?				
i					Scope of Please et has not I	of works has not been shared with Coco. explain why Core has been engaged. Coco t been actively engaged (incl & not limited																		
i				01/17/2023 71102	to Budge	get, Time, ROI, Funding etc.) in any iions in additional height as per Arbitration			254.25						1				13,9	3.75				
<u> </u>					ALU.TO AWATO.			12/09/2022 70953	T	This invoice pertains to "Andaz / Hyatt" hotel,	This invoice is for time and materials associated with work outside of any of the writing contracts. Looking at alternative	11/16/2022 70763		Approved				09/13/2022 70509		Approved				
i									a	and in accordance with Coco's prior comment above, we continue to await receipt of the budget for approval. Coco shares Altus'	layouts for F&B (Food and Beverage) for the Hotel and KSFG. This was not included													
i						PPROVED:			c	concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been outstanding for many years - why? This	yet been negotiated. This was a strategy agreed to with Rudy Braun our Asset Manager													
- i					hotel bu Mark's c	d to Andaz hotel and Retail (KSFC). The sudget approval is pending and overdue. comments as Altus' report no. 42 for			c	comment was also submitted last month, and no response.	for the Hotel to ensure we maximize our revenue from F&B. It was a required expense.													
- i					Decemb finishes	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is					All historical questions have been answered in previous responses.													
				01/17/2023 71103	not cons	requirements for cost-complete and is nsidered in the budget or funding tus report no 42 section 1.8)		12/09/2022 70954	1,101.75			11/16/2022 70764	81,360.00	Please explain why we have 3 options and it was				09/15/2022 70553	47,61	01.25 Same comment as for inv #68430				
i					NOT API	PPROVED				Approved				Please explain why we have 3 options and it was our understanding the City of Toronto was responsible for the Path Connection? Explain.	1			32 132022 14663		same comment as for Inv #68430				
i					commer	uction administration is not ensurate to the works in place against hard uction costs. It is likely that an extension of									1									
i					Altus rep construc	nd costs will apply to their contract. As per eport no. 42 for Dec 2022, only 52% of the action is completed to date which is far									1									
- i					lesser th Architec	than the amount progressed with Core tets at 98.2% Project has not been delivered on time,																		
				01/17/2023 71105	this cost	Project has not been delivered on time, st should be borne by the contractor, i and not be charged to the Project.		12/09/2022 70955	720.38	lot announced -	This is an inuning (\$0.47 EQU. 5	11/16/2022 70765	8,559.75					10/07/2022 70610		08.50				
i									T	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment	existing contracts. Altus no longer has a			This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment above, we continue to await receipt of the	1			10/07/2022 / 70610	-	Approved				
i					NOT APP	PPROVED:		4	a b	above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect	concern, as they stated in the meeting with you, and this comment will be removed. Again with was determining the best use of			budget for approval. Coco shares Altus' concerns as noted in 1.15 - the Core Architect contract has not been finalized. This has been	1									
- i					Related thotel but	d to Andaz hotel and Retail (KSFC). The sudget approval is pending and overdue. comments as Altus' report no. 42 for		1	c	contract has not been finalized. This has been outstanding for many years - why? This comment was also submitted last month, and no	certain areas within the Hotel and Andaz/Hyatt space in order to maximize			outstanding for many years - why?										
- i					Decemb finishes	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is		4		response.	All historical questions have been answered in previous responses.													
				01/18/2023 71142	not cons	I requirements for cost-to-complete and is nsidered in the budget or funding tus report no 42 section 1.8)		12/09/2022 70956	847.50			11/16/2022 70766	1,271.25					10/07/2022 70633		74.05				
i					NOT APP	PPROVED:		.a	A b	As this relates to additional height, with no budget and funding implications addressed with	contracts. The extra height was requested by			Same as above re: Andaz / Hyatt.	1			10/07/2022 70633		Approved				
- i					Related hotel bu Mark's c	d to Andaz hotel and Retail (KSFC). The sudget approval is pending and overdue. comments as Altus' report no. 42 for				Coco as 50% equity stakeholder.	Coco at the last Arbitration for the extra height and all work associated for the extra height is a Project cost.													
- i					Decemb finishes	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is		400000000000000000000000000000000000000																
				01/18/2023 71143	not cons	requirements for cost-complete and is nsidered in the budget or funding tus report no 42 section 1.8)		12/09/2022 70959	678.00	Not approved -	Core has been working throughout the	11/16/2022 70767	2,457.75	5 Why is construction administration at 96% when				10/07/2022 70634	81,3	60.00 Why revisions again? Explain?				
- i						PPROVED: d to Andaz hotel and Retail (KSFC). The			A C	As Construction Administration at 89.6% is not commensurate to the works in place against hard	Project duration, including during building permit and stop work order. There are hours			less than 50% of the building is completed? See prior comments above.	1					Try revisions against Expedits				
- i					hotel bu Mark's c	udget approval is pending and overdue. comments as Altus' report no. 42 for				construction cost budget. It is likely that extension of time and costs may apply.	of work tied to milestones and if they exceed the hours it impacts %.													
- i					finishes general i	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is																		
				01/27/2023 71231	805.13 not con (see Altu	nsidered in the budget or funding tus report no 42 section 1.8)	10	12/09/2022 70970		Not approved -	Core has been working throughout the	11/21/2022 70822	47,601.25	Same as above re: Andaz / Hyatt.	<b></b>			10/07/2022 70635	4.4	07.00 Approved				
- i					NOT API	PPROVED uction administration is not			T	The design works & working drawings as per original contract - has this scope of work been completed? What is the Construction	Project duration, including during building permit and stop work order. There are hours													
- i					commer	ensurate to the works in place against hard uction costs. It is likely that an extension of nd costs will apply to their contract. As per	1		A n	Administration - is this on-site? If so, Mizrahi, as noted by Altus Report, together with the notice	the hours it impacts %. There is no grounds for back charging the													
- i					Altus rep construc	eport no. 42 for Dec 2022, only 52% of the uction is completed to date which is far			c N	of default from the Lender for failing to meet construction completion date of 12/2022. Mizrahi is behind schedule. Thus, what is the	confidetti.													
- i					lesser th Architec As this P	than the amount progressed with Core ects at 98.2% Project has not been delivered on time,		100000000000000000000000000000000000000	s	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.														
				02/03/2023 71256	this cost	st should be borne by the contractor, i and not be charged to the Project.	11	12/15/2022 71079	47,601.25		This is an invoice for approved work and	11/30/2022 70815	1,525.50	Same as above re: Andaz / Hyatt.	10/18/2022 70722		This invoice pertains to "Andaz / Hyatt" he	itel, 10/07/2022 70701	47,6	01.25 Approved - confirm status of new application	09/01/2022 70485			
i						PPROVED: Mark's comments from Dec 2022 payment		100000000000000000000000000000000000000	A C	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	you have approved these monthly invoices in the past. This related to increased insurance			, ,	1		and in accordance with Coco's prior comm above, we continue to await receipt of the budget for approval. Coco shares Altus'	nent						
i					listing or request.	only addresses that the extra height as a it. It does not address the larger question		100	d	did not participate in this negotiation and has repeatedly asked questions in support of this	insurance coverage. This is a Project cost and				1		concerns as noted in 1.15 - the Core Arch contract has not been finalized. This has I							
				02/03/2023 71257	339.00 when so	get and funding implications especially to many units are remaining unsold.			28,250.00 V	vendor's invoice.			6,667.00		\	11,949.75	outstanding for many years - why?		1,1	86.50		28,250.00		
i			to Andaz hotel - Main contract. As the												1									
i		hotel bud this invoic Mark's co	dget approval is pending and overdue, ice is not approved by Coco. omments as Altus' report no. 42 for		NOT APP	PPROVED:		1																
i		December finishes as	er 2022 still carries the Hotel & Retail as a risk item in their budget and exclude requirements for cost-to-complete and is		This rela Blocks to	lates to changes from Concrete Wall to Gypsum Wall Board signifying change in of build. Please explain why this change is									1									
	02/15/2023 71361	not consid	requirements for cost-to-complete and is idered in the budget or funding is report no 43 section 1.8)	02/03/2023 71258	quality of required 254.25 making t	ed. Why is Coco not actively engaged in																		
i						PPROVED:									1									
i					hotel bu Mark's c	d to Andaz hotel and Retail (KSFC). The sudget approval is pending and overdue. comments as Altus' report no. 42 for																		
- i			PROVED: ve. In addition, Related to Andaz hotel - Design phase. As the hotel budget		Decemb finishes	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is																		
	02/15/2023 71362		I is pending and overdue, this invoice is	02/03/2023 71259	not cons	requirements for cost-to-complete and is nsidered in the budget or funding tus report no 42 section 1.8)																		
i		NOT APPE	NOVED:		NOT AP	PPROVED:																		
i		Related to developer As the ho	to Andaz hotel - mock-up suite being ed in Italy. otel budget approval is pending and		Related hotel bu Mark's c	d to Andaz hotel and Retail (KSFC). The sudget approval is pending and overdue. comments as Altus' report no. 42 for																		
- i		overdue, Further, v	, this invoice is not approved by Coco. why is the hotel suite required to be ed in Italy?		Decemb finishes	ber 2022 still carries the Hotel & Retail s as a risk item in their budget and exclude I requirements for cost-to-complete and is																		
Table Care Architectus Is	02/15/2023 71363	There is n 593.25 mock-up	no business justification to complete the	02/03/2023 71289	not cons	requirements for cost-to-complete and is insidered in the budget or funding tus report no 42 section 1.8)																		
Total Core Architects Inc  Daoust Vukovich LLP		8,362.00		1	226,663.88				160,813.13			11/30/2022 124296	149,442.50	Not Approved - 50% shareholder does not		11,949.75			295,7	10.30		28,250.00 Approv	rea with question Expla auota	in if insurance was included in the original tion as a separate line item?
	03/03/2023 516	- 15,000.00											1,024.06	approve the lease of Triovest site as previously noted. This is 100% a Mizrahi expense.										
							-																	

Vendor		February 2023  Jenny Comments (17th March 2023)  Date Name	January 2023  Jenny Comments No comments provided by Mizrahi to	Date Num Open B	December 2022  Jenny Comments Mark Kilfoyle comments (31st Jan 2023)	November Open Balance	Jenny Comments Date	October 2022  Num Open Balance Jenny Comments	Date Num	September 2022  Open Balance Jenny Comments  Date	Num COCO Approved OR N Approved (N.A.)	Not Jenny Comments
Da	ate Num	Open Balance  NOT APPROVED: This invoice is for right of access for the landlord for the Mizrahi Development's	Open Balance Cocc's query from Jan 2023								Open Balance	
	02/01/2023 125707	781.82 office that is not a Project expense.  APPROVED CONTINGENTLY: Approved										
		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										
	02/01/2023 125056	the Mizrahi Inc. the contractor, for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the 21,915.08 unit would be delivered on time and on budget.										
	0201202312000	NOT APPROVED: Relates to strategy for eliminating Hyatt's										
		termination rights by Mizrahi Inc and securing F&B management.  Coco has not been informed nor asked to participate in the decision related to such a										
	02/01/2023 125054	strategy on Hyatt's termination rights. Mizrahi to explain and provide information on why they are seeking such a strategy related to 852.02 termination in the Hyatt agreement?										
	13334	NOT APPROVED: Relates to Hyatt's termination by Mizzahi Inc. Coco has not been informed nor asked to										
		participate in the decision related to Hyatt's termination or update to the existing management agreement.  Mitrahi to explain and provide information on										
	02/01/2023 125709	why they are seeking termination of Hyatt 1,969.03 agreement?										
		APPROVED CONTINGENTLY: Approved 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 Mizrahi Inc. the contractor, for failure to execute the delivery of the unit to the tenant on a timely basis, given Mizrahi advised Coco the										
	02/01/2023 125712	39,286.94 unit would be delivered on time and on budget. NOT APPROVED: Relates to providing milestone summary and Hyatt's agreement summary.			11/2	result	approves payment contingent upon final to of the Court Case. If the Project is coessful in the legal matter, Coco shall be	Not Approved - 50% shareholder does not approve the lease of Triovest site as previor noted. This is 100% a Mizrahi expense.	09/30/2022 123015 ly	Not Approved - 50% shareholder does not approve the lease of Triovest site as previously noted.	Credit @ Daoust (44	
		Coco has not been informed nor asked to participate in the matters related to Hyatt's management agreement. Mizrahi to explain and provide information on				entitle Mizra unit ti	ed to seek damages against the GC - hili for failure to execute the delivery of the to the tenant on a timely basis, given Mizrahii ed Coco the unit would be delivered on					
	02/28/2023 126387	why they are seeking amendment of Hyatt 694.95 agreement?			11/3	19,529.37 time s 19,529.37 As pe	and on budget.  If the Natalie Vukovich's invoice summary, 10/31/2022 12366	1,743.03  Coco approves payment contingent upon fresults of the Court Case. If the Project is	al 09/30/2022 123014-123017		- 3,047.71	
		APPROVED CONTINGENTLY: Approved contingent upon final results of the Court Case. If the Project is unsuccessful in the legal matter,				lende Termi	is requiring information as to why the ir is inquiring with respect to the ination Right of KSFG? Why is Andaz essing F+B in lieu of KSFG?	unsuccessful in the legal matter, Coco shall entitled to seek damages against the GC - Mizrahi for failure to execute the delivery o	the	correspondences Vukovich sent to Mizrahi re: Apple Lease.		
		Coco shall be entitled to seek damages against the Mirzahi Inc. the contractor, for failure to execute the delivery of the unit to the tenant on a timely basis, given Mirzahi advised Coco the						unit to the tenant on a timely basis, given N advised Coco the unit would be delivered o time and on budget.	rahi			
	02/28/2023 126390	unit would be delivered on time and on budget. Why is Josh Lax seeking separate legal 139.611.89 representation?				1,695.00		173,722.90		151,610.82	83,744.70	
ukovich LLP		CEGAL 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									Approved	Submit a copy of the memos an correspondences from Apple as invoice
		190,011.83 amount for closing costs for the project.				22,248.43	10/01/2022 12720	175,465.93  Unable to approve without a budget for the Andaz Model, requested since Mike Clarke		152,863.77	80,696.99	
								departure and not received to date. Consist with the Altus Budget. Altus Report "increased hotel & retail finishes budge (\$30,598,000). These items are risks to the	nt			
re LLP		NOT APPROVED			-	-		budget" Coco has perpetually requested 1,960.50 information with no response. 1,960.50				
		This relates to Coco Dispute and is expense related to Mizrahi Development and not the project.  This is a conflict of interest as Dentons is										
	03/01/2023 3743032	representing the project and Mizrahi on personal 6,779.72 account against Coco.	0.001	01/2023 3727721			ted previously and below, Coco does not		10/01/2022 3704241	Until Denton's commences reporting to the		
			NOT APPROVED		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 reporting as requested. Dentons will confirm stakeholder.	case.	ort the engagement of Rimer for the EMM Secondly, there has been no reporting or untability to Coco.			client, (50% Coco), invoices shall be paid under protest.		
		NOT APPROVED:  Relates to Crane Swing complaints as Mizrahi does not have Crane Swing license. This is due to	Includes time charged for Coco fee dispute for Project Orient which should not be charged to the Project.		The new entity is required with the severance, and you have been kept up to date on this item. This is a Project cost and							
	03/01/2023 3743063	Mizrahi Inc.'s, the contractor, improper planning and poor execution and should not be paid by project but charged to Mizrahi the contractor 02/01/2023 3737152	No details of Project Orient has been shared with Coco, despite many requests made.  5,605.06 See attached letter from Fogler to Dentons	11/2023 3727805		2,520.44 2,520.44 Dente	on's invoice highlights matters of which 10/31/2022 37116		y to 10/01/2022 3704282		3694747 Not approved	Coco has repeatedly requested a compr the management of this file by Denton's
		NOT APPROVED: Relates to EMM Case and Municipal Code			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 Mirrahi Developments Inc., Heritage same.	to app	is not aware and require information prior proval for payment of invoice. Just to ion a few - Heritage proceedings; staging it issues; status of additional floors	Sam Mizrahi, thus not reporting to a 50% cl (Coco) and several matters on the Descripti Work relate solely to Sam Mizrahi. For the record, Coco has not sent emails directly to	nt n of	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		the management of this like by Demon's
		violation.  Coco has not been consulted and has repeatedly highlighted concerns on Denton's management	NOT APPROVED: Relates to EMM Case. Work performed by Barbara Grossman that is mainly done in June		Conservation District, Strategy Corp Strategy Meeting (purpose?): Court Attendance and Charges with Sam Mirzahi (Purpose?). monthly construction update report.	applic consu repor	cation; LPAT. To date, Rimer has not ulted with Coco on any matters, nor rted to Coco. Given his exclusive	Rimer, and the professional services memo inaccurate.		ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS!		
	03/01/2023 3743093	of EMM Rigation matter. The municipal code violation is due to Mizrahi Inc.'s, the contractor, 32,800.83 improper planning and poor execution. 02/01/2023 3737 164	2022. Coco has not been consulted and has repeatedly highlighted concerns on Denton's 9,440.56 management of this litigation matter.	11/2023 3727824		49,410.64 accou	gement and reporting to Mizrahi, all unts should be for the account of Mizrahi. has previously requested information 10/31/2022 37118				141,516.87 Not approved	Same as above & explain the consultant
		NOT APPROVED:	NOT APPROVED:		Same as above re: Mappro Realty Inc injurious affection claim under Expropriation act on Mizrahi.  No details of claim provided to Coco. This is not a jame.	no inf not su	ed to Municipal Code Violation and to date, formation has been provided. Coco does upport payment, as any by law infraction e violation) is for the account of the	support the engagement of Rimer for the E case. Secondly, there has been no reportin accountability to Coco.		client, (50% Coco), invoices shall be paid under protest.		
		Relates to Mappro Realty, which shows improper planning by the Contractor, Mirarahi Inc., resulting in litigation, which should not be a	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		Project cost and should be charged back to the construction contractor, Mizrahi.  This relates to the Concrete pumping station and an adjacent landowner litigating against the City and Mizrahi. This is absolutely a		loper, Mizrahi.					
	03/01/2023 3743110	Project cost. Furthermore, Coco has not been informed of when the claim was served, nor whom the legal counsel would be for this subject 17,095.96 matter. 0201/2023 3737167	Work relate solely to Sam Mitrahi, including Strategy Corp. in the amount of \$43,761 of which Coco has no insight, nor engaged in any strategic 73,988.74 discussion on this critical issue.		Project cost.  There are no grounds to charge this back to the GC.	46,499.06		5,179.95		36,531.82	107,348.12	
			NOT APPROVED:  Relates to Mappro Realty, which shows improper planning by the Contractor resulting in Itigation,	01/2023 3727839	Not Approved - Information on Municipal code violation is still on invoices for this argument. Dentons pending and law infraction penalties should be paid by Developer and not charged to the reporting as requested. Dentons will confirm	trust	imer has not consulted with Coco regarding 10/31/2022 37116 conveyance matter, thus, this is for the unt of Mizrahi.	Coco does not support given Denton's has to report to the Client (50% Coco), and why Strategy Corp been engaged?	led 10/01/2022 3704318 as	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.	Approved with question	n is this invoice related to the additional flo Explain?
	03/01/2023 3743120	NOT APPROVED: This relates to Title Easement rights. Coco is not provided information related to the easement 13.360.41 rights despite repeated requests. 02/01/2023 [3737518]	which should not be a Project cost. Furthermore, Coco has not been informed of when the claim was served, nor whom the legal counsel would		Project. same.	5.497.10		47.235.97		52.811.39	160,782.54	
	43 LEU	NOT APPROVED:	29,296.53 be for this subject matter. 0101	01/2023 3727889	Not approved - Coco has no authority to hold up payment 520 coch as no authority to hold up payment 520 should not be charged to the Project and paid provides for this argument. Dentons	11/2022 3721599 Dente as me Ceries	on's invoice details reference matters such 10/31/2022 37116 ting with Sam on the control agreement; co, Bank of NY (KYC), all matters which Coco	47,239.97  Coco does not support given Denton's has to report to the Client (50% Coco). Why the Code Violation? What Code Violation(s)?	led 10/01/2022 3704339	Until Denton's commences reporting to the client, (50% Coco), invoices shall be paid under protest.	180,782.54 Not approved	Same as above & explain the consultant of
		Relates to myriad of items including tol for artist and residence, Strategy Corp, Residential tenancy act, severance and corresponding title documentation and encumbrances, staging	NOT APPROVED: Information on Municipal code violation is still pending and law infraction penalties should be		directly by Mizrahi. reporting as requested. Dentons will confirm same.	Once	ot been consulted upon, nor informed.  again, this is for the account of Mizrahi, as  on's has failed to report to the Cocos.					
	03/01/2023   3743141	permit, Mappro realty, etc. which is not approved by Coco as they are not allowed to actively participate in the process of commercial 27,053.69 severance or other items related to this invoice.	paid by Developer and not charged to the Project. Coco has not been informed of when the matter arose as this is a disputed cost and is 11,148.19 100% attributable to the contractor, Mirarhi Inc.		9,944.81	10,350.67		29,809.14		17,531.66	61,726.96	
	Name of 2002 3   37 + 3 1 + 1	,vol.00 Severalize or outer nems feated to this invoice. Uzur/2023 3737544	6104	01/2023 3818968	Not approved - This invoice references "Project Orient" for the period October 2002 and June 2022 for debt Project Orient is everything Dentons has	10,330.67	10/51/2022 37116	29,809.14  Coco has not consented to Denton's as Proj counsel, due to conflict of interest.	t 09/30/2022 Credit @ Dentons 369	Pre-paid and Coco has still not approved prior invoice, and requires accountability of all prior invoices related to the Muzzo litigation matter.	61,726.96 Not approved	Why is Wellington included in the invoice of the M of L Charge / OHSA - GC respor Why was Coco not notified?
		NOT APPROVED:	NOT APPROVED: The cover of the invoices states that the work relates to Commercial component severance but includes charges for work related to contested		funding agreements.  done related to CERIECO and Hana (including Coco issues with Bridging relating to the Project and her guarantees) with any to their lawyers and our lawyers					NOT APPROVING ANY DENTON'S INVOICES AS PER PRIOR EMAIL, AND REPLACEMENT INVOICES ARE NOT ACCEPTABLE WITHOUT SUPPORTING DETAILS!		
		Information on Municipal code violation is still pending and law infraction penalities should be paid by Developer and not charged to the Project. Coco has not been informed of when	resolution designating Sam as Managing Director which is a personal cost to Mizrahi and thus should not be charged to the Project. Coco has not been consulted as a 50% equity		dealing with the current and past situations. Which are all related to the GP/LP's legal works. All of these are Project costs.							
	03/01/2023 3745396	Project. Coco has not been informed of when the matter arose as this is a disputed cost and is 37,779.96 100% attributable to the contractor, Mizrahi Inc. 02201/2023 3737579	Coco has not been consulted as a 50% equity partner in the GP by Dentons on the commercial 12,669.05 severance.	31:	3,986.07			9,060.39		3,238.56	41,547.22	

- 1000/1002   2007474   11,300.00   Approved   11,300.00   Approved
11,300.00 Approved     11,300.00 Approved     11,300.00 Approved     22,600.00     200.00     200.00     200.00     200.00     300.00

Service Services Services and Engineering Agent Comments (Services Services	And programments are consistent of the control of t	The final form of the control of the
NOT APPROVED In addition to the comments validated to marketing expendent and additional to the comments. This is a marketing expense which has exceeded the budget provided by the Cerdit Agreement Amending Agreement dared February 4th, 2021, Innotes approved 515 (mile approved 5	NOT APPROVED In addition to the comments related to marketing expenses may be marketing expenses which has exceeded the budger provided by the Credit Agreement, which has exceeded the budger provided by the Credit Agreement, which has exceeded the budger provided by the Credit Agreement in the budget increase by Internal that internal relates in this response to Coco query from has 2023 has not been approved by Coco query.  All has reports Marketing & Advertising cost to emid of the 2023 25 73 gam, which exceeds the condition of the Coco query from the Coco qu	NOT APPROVED  In addition to the comments related to marketing principles. The same stated from the final principles of the control of the budget principle of the budget princip
Related to Anda to holes and holes begin approved by Mark's comments as a Natus December 2023 Million and the state of the	Related to Andata hotel and hotel budget approval by Mark's comments as Altus Comments 2023 afficients and Comments and Andata afficients and Comments	Richards of Andas Personal Rip Model Coding agreement State of Coding Co
M213	2001/0023 A211	Date Num Cipen Balance

Month Year -> Vendor		February 2023  Jenny Comments Date (17th March 2023)	January 2023  Num Jenny Comments	No comments Date Num C	December 2022 Open Balance Jenny Comments	Mark Kilfoyle comments (31st Jan 2023)	Date Num	November 2022  Open Balance Jenny Comments	Date Num	October 2022  Open Balance Jenny Comments	Date Num	September 2	Jenny Comments	Date Num	August 2022 COCO Approved OR Not Approved (N.A.)	Jenny Comments
	Date Num	(1/th March 2023) Open Balance	Open Balance	provided by Mizzahi to Coco's query from Jan 2023 12/01/2022 CA014032444	Not approved -	JLL is a consultant who supports and directs								Open Balar	Approved (N.A.)	
					Unclear on Contract for the sum of \$81,040.	the commissioning of the building systems which is outside the scope of all other consultants. CCM brought this organization on										
Total Jones Lang LaSalle Real Estate Services					4,700.80	board and Coco previously approved payments to them.										
Joy Von Tiedemann Photography Inc.					4,700.80		12/02/2022 43089 12/04/2022 43093	960.50 See below. 15,327.90 See below.		-		-				
							12/06/2022 43096 12/06/2022 43098	743.54 See below. 4,847.70 See below.								
Total Joy Von Tiedemann Photography Inc.							2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	In addition to the comments of last month (w we shall not repeat again), we remind all Part Credit Agreement Amending Agreement date	es the							
								February 4th, 2021, executed by all parties sta the following: "2.01(26)(ii) Borrower shall not incur marketing and adver costs in respect of the Projects in excess of	the							
								\$15,000,000 (including costs incurred prior to Tranche B advance." Currently the Communi expenditures to date are in excess of \$17.7M. is now \$2.7M over budget with no results. Th	cation This							
JF Fabrics								summary, we shall not approve based upon o 21,879.64 comments of prior months, as well as the abo	10/01/2022 2412	-		-			-	
									10/01/2022 2412	This invoice pertains to "Andaz / Hyat and in accordance with Coco's prior c above, we continue to await receipt o	omment f the					
Yotal JF Fabrics										budget for approval. Coco shares Alti concerns as noted in their Reports. 2,085.59 2,085.59	В				:	
KEB Hana Bank Canada							12/15/2022 LC 4.6 K Renewal	Invoice has already been paid and process	ed.		10/10/2022 LG \$369K 10/14/2022 LG \$228K	1,846.60			-	
							12/14/2022 LG Renewal fee ICity of Toronto for Heritage	100.00		-		1,140.36				
							12/14/2022 LG Renewal fee Lithy of Toronto for Heritage Eastment \$790,000 Renewal fee@0.875% outersion 6 months - exp. 10.842023									
							12/14/2022 G Renewal fee (City of Toronto	6,912.50								
							12/14/2022 [G Renewal fee [City of Toronto for Storm sewer \$369.320.16 Renewal [56.900.875%] extension 6 months - exp. 10.842023]									
							9314/2023 C. Recount for	3,231.55								
							12/14/2022 LG Renewal fee City of Torceto for Base Park improvements \$228.071.88: Renewal fee@1.00% extension 7. months - exp. 14.4ug0023									
							Renewal fee@1.00%: extension 7 months - exp.	2 390 73								
Total KEB Hana Bank Canada Kromar Surveyors Ltd.							19400023	2,280.72 Note: solely signed by Sam Mizrahi without C consent.	oco	-		2,986.96				
			APPROVED CONDITIONALLY: Contract is not shared with Coco and so unsure if this is within scope of works relating to the													
			budget.  Coco is concerned about increasing cost to date													
			that does not translate to the progress achieved on site.  If the time and cost overrun is associated to													
		10/31/2	Mizrahi's delay in construction completion, the costs should be allocated to the contractor,  1707.61 Mizrahi.													
		APPROVED CONDITIONALLY: Contract is not shared with Coco and so unsure if this is within scope of works relating to the		12/01/2022 50449/22	Approved conditional upon receipt of information on Contract and Scope of Work. An additional increase in costs will put this package	У										
		budget.  Coco is concerned about increasing cost to date that does not translate to the progress achieved			costs over-budget.	Added scope to prevent future structural										
		on site.  If the time and cost overrun is associated to				issues. As an example, they have verified for location points to ensure the building does not twist and that the elevator shafts										
	02/28/2023 51886-23	Mizrahi's delay in construction completion, the costs should be allocated to the contractor,	223   51648/23		12,000.70	are accurate. If we don't double check items like this we risk major issues and future costs.										
		Same as above.	Same as above.  Additionally, why are there 3 invoices related to this Project for the same period of time, please	12/30/2023 51417/22	Approved conditional upon receipt of information on Contract and Scope of Work. An additional increase in costs will put this package	y	12/01/2022 51255/28	Approved contingent upon information regarding YTD / Budget.	11/01/2022 50949-22	Approved	10/01/2022 50616-22	Appro	ved			
Total Kromar Surveyors Ltd. Lacquer Craft Hospitality Inc.	02/28/2023 51897-23	27,050.10 02/01/2 50,657.69	223 51752-23 15,858.31 explain. 38,755.37		14,888.43 costs over-budget. 26,889.13			6,793.05 6,793.05	10/24/2022 11899	19,352.18 19,352.18		16,663.96 16,663.96				
									IGENIESE TOUR	This invoice pertains to "Andaz / Hyat and in accordance with Coco's prior c above, we continue to await receipt o budget for approval. Coco shares Altr	omment f the					
Total Lacquer Craft Hospitality Inc.			•		-			-		concerns as noted in their Reports. 8,478.00 8,478.00		-			:	
Laughlin Solutions Incorporated											09/01/2022 2022-087	Provid	was the value of the original contract? Se details - without details NOT APPROVED			
				12/29/2022 2022-155	Not approved - Coco was advised all permits were received, yet charges continue to exist for permitting. It is	Laughlin Solutions is the permit expediter, who helps accelerate approval of various permits for the Project from day one of the	11/27/2022 2022-135	Approval contingent upon receipt of inforr regarding the building, plumbing and HVAC Permits. Coco was advised all permits wen		Not approved until details provided n matters discussed herein.	elated to all 10/06/2022 2022-120	11,300.00 What	was the value of the original contract? Se details - without details NOT APPROVED			
		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	Project. All of his invoices have been approved and paid by Coco since 2017.		received, it is apparent there are several outstanding from this invoice for services rendered.								
		apparent there are documents required by Meritz, Coco not informed. Request details of communication required by Lender from			Borrower - Mizrahi?	based on time and the permit required. These invoices related to Staging permit extension.										
Total Laughlin Solutions Incorporated Lawrence Finn and Associates Limited	02/28/2023 2023-016	11,300.00 Borrower - Mizrahi?	-	_	12,430.00 12,430.00			6,780.00 6,780.00		27,120.00 27,120.00		4,520.00 15,820.00				
		01/01/2	223 4469 8,305.50 NOT APPROVED													
			In addition to the comments related to marketing expenditure from previous months: This is a marketing expense which has exceeded	A			ALL STREET, ST									
			the budget provided by the Credit Agreement Amending Agreement dated February 4th, 2021, lender approved \$15m limit. The budget increase													
			by lender that Mizrahi refers to in his response to Coco query for Dec 2022 payment has not been approved by Coco group.				TABLE TO THE PERSON NAMED IN COLUMN NAMED IN C									
			Altus reports Marketing & Advertising cost to end of Dec 2022: \$17.93m; which exceeds the credit agreement sum of \$155m	A			**************************************									
		01/27/2 02/02/2	223 4471 5,683.90 Same as above 223 4472 3,226.15 Same as above 223 4473 3,898.50 Same as above				11/10/2022 4463 11/22/2022 4464	6,305.40 See below 2,373.00 See below			09/18/2022 4457	9,350.75		08/27/2022 4454 9.3	46.10 37.19	
		02/02/2  NOT APPROVED - Scope of work has never been	23 4474 4,147.10 Same as above				11/22/2022 4465 11/28/2022 4466	9,467.70 See below See below	10/14/2022 4460 11/07/2022 4461	9,311.20	09/20/2022 4458 09/20/2022 4459	7,910.00			09.75	
		managed or defined by Mizrahi.  In addition to the comments related to marketing expenditure from previous months:		A			ANALOSANA									
		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					- CALABARANA AND AND AND AND AND AND AND AND AND									
		by lender that Mizzahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.					Annanament									
		Altus reports Marketing & Advertising cost to end of Jan 2023: \$18.55m; which exceeds the		A			- ALL AND ASSESSMENT ASSESSMENT AND ASSESSMENT ASSESSMENT AND ASSESSMENT ASSESSME									
	02/16/2023 4476	9,266.00 credit agreement sum of \$15m 02/02/2	223 4475 3,898.50 Same as above					7,994.75		8,051.25		2,373.00		7,9:	26.95	

Month Year ->		Fahrusan 2022	January 2022		Describer 2022			Neverther 2022	Ostal	h 2022	Contombas 2022		A	
Vendor		Jenny Comments (17th March 2023)	January 2023 Num Jenny Comments	No comments Date Num provided by Mizrahi to	December 2022  Open Balance Jenny Comments	Mark Kilfoyle comments (31st Jan 2023)	Date Num	November 2022  Open Balance Jenny Comments	Date Num Open Balance	Jenny Comments Date Num	September 2022  Open Balance Jenny Comments	Date Num	COCO Approved OR Not Approved (N.A.)	Jenny Comments
Total Lawrence Finn and Associates Limited	Date Num	Open Balunce  NOT APPROVED - Scope of work has never been managed or defined by Murzah. In addition to the comments related to marketing	Open Balance	Mizzahi to Coco's query rom Jan 2023				In addition to the comments of last month (which we shall not repeat again), we remind all Parties the Credit Agreement Amending Agreement dated		Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support the	Not approved. Coco has not approved any incremental budget for advertising, promotion & marketing, as the sales do not support.		Open Balance	Communication Budget exceeded over 300% with no approvals from Coco
		espenditure 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						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 Projects in excess of \$15,000,000 (including costs incurred prior to		Incremental costs, many associated to branding of MI	Incremental costs, many associated to branding o	F		
		lender that Mürzahi refers to in his response to Coco query from Jan 2023 has not been approved by Coco group.  Altus reports Marketing & Advertising cost to end of						Tranche B advance." Currently the Communication expenditures to date are in excess of \$31.7M. 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.						
Lorch Batos Inc.		9,266.00 Jan 2023: \$18.55m; which exceeds the credit  NOT APPROVED:	37,386.05					26,140.85	17,362.45		19,633.75	09/01/2022 0063965	26,919.99	
Total Lerch Bates Inc.	02/13/2023 0068872	The invoice does not clearly specify the 1,478.73 engineering services nor the purpose. 1,478.73	-					-	-				12,350.00 Approved with question	Why was Lerch Bates retained?
Live Build Inc Total Live Build Inc			-		-			-				08/30/2022 292	24,860.00 Approved	Prepayment
Lord Cultural Resources Total Lord Cultural Resources			-		•				-			09/01/2022 0002385.00-20	1,372.95 1,372.95 Approved	
Luis Vega							11/25/2022 267	Same comment regarding communication 1,750.00 expenditures as per above.						
Total Luis Vega Mark Kilfoyle			NOT APPROVED: Lunch with Hana Appraiser, why are we engaging		-			1,750.00	-					
Total Mark Kilfoyle		01/12/2023	an Appraiser? Why has Hana or Mizrahi not Dec 22 2022 459.36 advised Coco? 459.36											
Masters Insurance Limited  Total Masters Insurance Limited										10/03/2022 406837-B			-	
McIntosh Perry Limited								·	0/01/2022 89812 627.15		23,437.08	08/01/2022 88414 08/01/2022 89355	1,812.52	
Total McIntosh Perry Limited	02/01/2023 93805	Not Approved - Requesting details of Additional Concrete 1,801.22 (yilinder testing: Why is this required? 1,801.22		12/01/2022 92862	Not Approved - Awaiting details of "extra" items. 1,859.98	These are concrete testing reports as part of B19 requirements.	11/01/2022 92327	Approved subject to receipt of information regarding fire damage.  1,564.49			Not approved, this is a different Project # CCO- 232030-00 Phase 71 reference. 3,898.50	09/01/2022 91258	2,458.88 3,511.76 7,783.16 Approved	
MCW Consultants Ltd.		1,000 1.2.6	-		1,000.00		11/01/2022 54881	Approved - within budget and scope of original	9,5,5,5		9,000,00		7,702.10	
							11/02/2022 54986	contract (NOTE: All others approved below with 3,955.00 same comment.)  Not approved - why additional service letter?						
							11/03/2022 55082	7,345.00 What is the scope of work change? Approved - within budget and scope of original contract (NOTE: All others approved below with 3,955.00 isame comment.)						
							11/04/2022 55223	Not approved - why was another consultant 986.41 required?  Approved - within budget and scope of original contract (NOTE: All others approved below with						
							11/08/2022 55372	3,955.00 same comment.) 4,746.00 Approved						
							11/10/2022 55679 11/11/2022 55728	3,955.00 Approved 3,955.00 Approved Not approved - why additional service letter?						
							11/14/2022 55965 11/15/2022 55957	4,237.50 What is the scope of work change? 3,955.00 Approved 5,030.76 Approved						
				4 4 AAA			11/16/2022 55999 11/17/2022 56085	Not approved, why are there hotel suite 1,491.60 revisions? 3,955.00 Approved						
		NOT APPROVED: Construction Administration. Why is additional					11/29/2022 56291	Approved						
	02/23/2023 56826	construction administration required? This is duplication of services and adds to the project cost without a business justification. 01/30/2023	56651 3,955.00 Approved - within scope	***************************************				3,955.00						
		NOT APPROVED: Why is there re-design required for the	NOT APPROVED: INCOICE STATES:	12/20/2022 56490	Not approved - Why additional service letter?	This is an invoice is for time and materials associated with work outside of any of the existing contracts. Looking at alternative	11/29/2022 56292	Not approved - why additional service letter? What is the scope of work change?						
		mechanical room? Coco has not been afforded to be actively engaged in management of the contract.	"New tenant's MEP requirement feasibility study." Has this been requested by the tenant post-factum? Who is the new tenant? Mizrahi's			layouts for F&B for the Hotel and KSFG. It was a required expense.								
	02/24/2023 56851	Mirrahi's comments from last month's query 10,896.43 from Coco do not answer these questions. 01/30/2023	comments from last month's query from Coco do	12/20/2022 56491	3,955.00 Approved - within scope of contract.		12/01/2022 56347	1,210.72 Not approved - why additional service letter?						
			NOT APPROVED: Why is there re-design required for the	1220,202	Approved - within scope of contract.		1201202230347	Not approved - why additional service letter? What is the scope of work change?						
			mechanical room? Coco has not been afforded to be actively engaged in management of the contract.	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4										
Total MCW Consultants Ltd.	01/30/2023 56652CR	- 1,210.72 02/01/2023 13,640.71	Mizrahi's comments from last month's query from Coco do not answer these questions.  16,041.97	1	1,210.72 5,165.72			5,791.25 62,479.24						
Metro Acquisition 2004 Inc.							12/01/2022 M057478	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment	0/01/2022 PF0152525-3	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment				
				111111111111111111111111111111111111111				above, we continue to await receipt of the budget for approval. Coco shares Altus* concerns as noted in their Reports.		above, we continue to await receipt of the budget for approval. Coco shares Altus' concerns as noted in their Reports.				
Total Metro Acquisition 2004 Inc. Michael London Design Inc.		·	-		-			1,986.89 1,986.89	466.83 466.83					
				12/16/2022 JN-100874	Not Approved - What interior design services have been	This is for time and materials for Michael London, who worked on the finishing								
					retained? Explain?	selections packages for purchaser selections which are due to start soon. He is also								
Total Michael London Design Inc. MLT Alkins LLP		•	·	100	500.03 500.03	assisting on designs for renderings.		-	-		-		-	
Total MLT Aikins LLP			·	12/01/2022 6304929	408.80 Approved for MB annual return.									
Moon-Matz Ltd.									0/19/2022 19597 5,537.00 1/01/2022 19844 5,537.00	Approved contingent upon receipt of a budget Approved contingent upon receipt of a budget				
Total Moon-Matz Ltd. Mulvey & Banani Audio Visual Inc.			•		-			-	11,074.00	3		09/06/2022 1149	42.38	
Total Mulvey & Banani Audio Visual Inc. Mulvey & Banani International Inc.							11/08/2022 149512	49.645.00 Co.h.	-		-		42.38 Approved	
		APPROVED CONDITIONALLY: Contract is not shared with Coco and so unsure if	APPROVED CONDITIONALLY: Contract is not shared with Coco and so unsure if	12/06/2022 150163	Not approved until Coco is in receipt of C	ontract	11/08/2022 149512 11/08/2022 149513	18,645.00 See below. See below.						
		this is within scope of works relating to the budget.	this is within scope of works relating to the budget.	***************************************										
		Coco is concerned about increasing cost to date that does not translate to the progress achieved on site. Mizrahi's response to query by Coco	Coco is concerned about increasing cost to date that does not translate to the progress achieved on site. Mizrahi's response to query by Coco	***************************************		"See response to question 7." - refer to above comments on Chart								
		from last month does not answer the queries raised.	from last month does not answer the queries raised.	***************************************		Communications Inc								
		If the time and cost overrun is associated to Mizrahī's delay in construction completion, the costs should be allocated to the contractor,	If the time and cost overrun is associated to Mirrahi's delay in construction completion, the costs should be allocated to the contractor,	***************************************										
Total Mulvey & Banani International Inc.	03/15/2023 151636	coss should be allocated to the contractor, 6,215.00 Mizrahi. 01/10/2023 6,215.00	150803 12,430.00 Mizrahi.	77	18,645.00 18,645.00			39.15  Not approved until Coco is in receipt of contract details.	-				Approved	
Mulvey & Banani Lighting Inc.		U <sub>1</sub> 2.10.00	NOT APPROVED: This is an extension of time, which is to the cost of the Contractor, Mizrahi, for failure to	7	14,000			octalis.	-		-		-	
			complete the Project as per schedule.	***************************************										
			If the time and cost overrun is associated to Mizrahi's delay in construction completion, the costs should be allocated to the contractor,	***************************************										
			Mizrahi. Note that lender has served Notice of Default for failure to complete the Project on time	***************************************										
1210		01/10/2023 02/07/2023	3366 1,356.00 (December 2022).	171				1	1/08/2022 3327 3,164.00	Not approved until "additional scope of work" Information is provided		09/06/2022 3209	2,712.00	
Total Mulvey & Banani Lighting Inc. NEEZO Studios Inc.		UZVITALIS	4,088.00						3,164.00		-	09/06/2022 14003	2,712.00 Approved	
Total NEEZO Studios Inc.  Nelnor Construction				1								1700	9,061.19 Not approved 9,061.19	Communication Budget exceeded over 300% with no approvals from Coco
			·	l				Li					L	

Month Year ->		February 2023  Jenny Comments	January 20	Jenny Comments No.	comments Date Num	December 2022	Mark Kilfoyle comments	Date Num	November 2	022	Date Num	October 2022	enny Comments	Date Num	September 2022 Open Balance Jenny Commen	Date   Num		August 2022 COCO Approved OR Not	Japan Comments
Vendor	Date Num	Jenny Comments (17th March 2023)  Open Balance	Open Balance	Jenny Comments No pre M Coi from	comments Date Num vided by izrahi to io's query i Jan 2023	Jenny Comments	Mark Kilfoyle comments (31st Jan 2023)	11/20/2007 (23%)		Jenny Comments	ream	J	enny comments		Jenny Commen	Aun	Open Balance	COCO Approved OR Not Approved (N.A.)	Jenny Comments
Total Nelnor Construction								11/30/2022 5973	accorda	oice pertains to "Andaz / Hyatt" hotel, an nce with Coco's prior comments above, v e to await receipt of the budget for	we								
Northern Feather Canada Ltd.		-	-			-		12/01/2022 145115	1,153.17 Same as	il. Coco shares Altus' concerns as noted in potblic Report. s above.	in				-		-		
Total Northern Feather Canada Ltd. Onyx-Fire Protection Services Inc.		-	-		12/09/2022 20095	13,096.41 What is the value?	\$231,800 PO, this is to reduce markup in the cost that MNO would have charged	•	1,153.17			-			-				
Total Onyx-Fire Protection Services Inc. Osler, Hoskins & Harcourt LLP		•	-	T APPROVED		13,096.41			-			-			-		-		
			Con Man No on in a refels corr	I APPROVED.  If Ye regards that are not Project related.  If Ye regione does not address the question in Ye regione does not address the question in Yes regioner for the related or not.  I clear response to our query from last month XCT of third Whode land diddton, please provide all documentation tede to litigation multiple and related respondences.  I are the XT Table 1885 to the ST Table 1885 to the ST Table 1885 that Pi How is this related to the Project?							06/29/2022 12645811	Paid CHQ# 1289							
	03/10/2023 12743557	NOT APPROVED: Relate to term loan credit \$520m matters for which Coco has not been engaged to participate in discussions.  Please provide information of ligitation matters (\$1,719.19) and how the default notice is handled.  NOT APPROVED: This relates to IBS capital for which Coco has alsed details but his not been	add rela	ne as above. This relates to IBIS capital. In lition, please provide all documentation ted to lifigation matters and related respondences.	12/20/2022 12712308	Not approved - not all Project related costs of several related to Mitraih buyout of Coco as IV/C - 8NY Medon Bark	Under the loan facility the Project is required to pay all legal costs of the Lender.				10/26/2022 12686340	37,330.57 Paid CHQ# 1289							
	03/10/2023 12747131	provided to dake. Repealing Coco's request to provide all documentation related to litigation 774.05 matters and related correspondences.	2/16/2023 12734082 <b>52,970.45</b> defi Sam add rela	ne as above. This relates to Coco matters as ined on invoice. Please provide clarification, se as above. This relates to IBIS capital. In litton, please provide all documentation ted to litigation matters and related	12/20/2022 12716860	39,687.30  Not approved - not a Project related cost, a relates to IBIS Capital claim.	it.				11/07/2022 12896816	supporting back	itional upon receipt of all c up for the invoice.	09/26/2022 12675824	Approved conditional upon recei supporting back up for the invok- request a copy from legal.				
Total Osler, Hoskins & Harcourt LLP PMF Plumbing Supplies (Toronto)		62,493.24	2/16/2023 12737945 2,333.45 corr 86,931.98	respondences.		1,404.03 41,091.33			-		-	75,105.00 202,591.66			221,367.74 221,367.74		46,760.70 46,760.70	Approved	
		000	Reba hotu Mara Dec finisi gen not 201/2023 9403982 1,730.26 (cse	T APPROVED:  steed to Andas hotel and Retail (KSFC). The be budget approval is pending and overdue.  K's comments as Altus' report no. 42 for ember 2022 still carries the Hotel & Retail thes as a risk item in their budget and exclude earl requirements for cost-to-complete and is considered in the budget or funding Altus report no 42 section 1.8)															
Total PMF Plumbing Supplies (Toronto) Read Jones Christoffersen Ltd.	02/28/2023 400116 02/28/2023 400117		1,730.26 1/31/2023 399056 5,085.00 App	proved	01/01/2023 396909 01/01/2023 396910 01/01/2023 396911 12/30/2022 396940	130.35 Approved 10,170.00 Approved 9,548.50 Approved	e This work relates to assessing structural	11/30/2022 393678 11/30/2022 393715	1,076.33 Approv	ed - within budget. ed - within budget.	10/31/2022 390861 10/31/2022 391276 10/31/2022 391277	1,362.94 Approved - with 5,085.00 Approved - with Approved - with	nin Budget	09/30/2022 388090 09/30/2022 388091 09/30/2022 388092 10/01/2022 388062	5,085.00 14,690.00 251.15	08/31/2022 385018 08/31/2022 385019 08/31/2022 385020 09/01/2022 386104	3,051.00 2,034.00 14,690.00	)	
						scope of work for Design / Construction / Bidding Support is 100% complete and the no additional Project costs. Secondly, why contract Administration at 75.5% if the	performance and depends on performance e are testing. We will need to assess performance as we move through the testing of PMU's.	of	эррэг	TO WILLIAM GOOGLE		Approved was	in souget						
Total Read Jones Christoffersen Ltd. Rebar Enterprises Inc.	02/28/2023 401103	6,457.95 Approved 02 11,897.84	001/2023 398802 1,076.33 App 6,161.33	oroved		construction work is only 48% as of Novem 1,076.33 20222 20,925.18			19,831.50 20,907.83			14,690.00 21,137.94			1,076.33 21,102.48 Approved	09/01/2022 18396	406.80	Approved	
	02/28/2023 20314	21,457.13 Approved			01/01/2023 18990 01/01/2023 19054 01/01/2023 19055 01/01/2023 19126	678.00 Approved 542.40 Approved 339.00 Approved 15,273.77 Approved					10/20/2022 19364 10/20/2022 19365 10/31/2022 19438	406.80 474.60 28,378.93				09/01/2022 18367 09/01/2022 18368 09/01/2022 18689 09/01/2022 18877	813.60 339.00 717.90 3,591.94		
Total Rebar Enterprises Inc. Remy Del Bel		21,457.13	Ever	T APPROVED:  It on Dec 1, 2022; Parking and Coffee bar enses. What is this event for? Please provide alls and how it relates to the Project.		16,833.17		re: Kosher meals and event rent 12/09/2022 12/09/2022	NOT AP	PROVED - Holiday party and event ren approval of Coco		29,260.33 Approved.			•			Approved	
Total Remy Del Bel Renwill Inc.		- 02	2,973.75 deta	TOWN IN CAMAGES TO THE PROJECT.		-			11,079.21		10/01/2022 SO-1473050	This invoice per	tains to "Andaz / Hyatt" hotel,				-	Not Approved C	communication Budget exceeded over 300% tith no approvals from Coco
					THE PERSON NAMED IN THE PE							above, we conti budget for appro	ice with Coco's prior comment involved to await receipt of the loval. Coco shares Altus' ed in their Reports.		-	***************************************			
Total Renwil Inc. Reputation.ca Ltd.						-			-			1,104.00		10/04/2022 7958	Not approved. Coco has not apprincemental budget for advertisin				
Total Reputation.ca Ltd.												-			marketing, as the sales do not sug- incremental costs, many associated 17,528.36 of MI	port the	10,170.00 10,170.00	Not Approved C	ommunication Budget exceeded over 300% tith no approvals from Coco
Rogers Total Rogers	03/11/2023 TBD	01,	U11/2023 24527999 0.03 2/11/2023 TBD 275.74 275.77	proved.	01/11/2023 TBD	275.67 Approved 275.67		12/01/2022 TBD-Dec2022	275.67 Approv	ed	11/11/2022 2559702774	275.67 275.67		10/11/2022 2547391972	275.67 Approved	09/11/2022 2535147374	275.61		THE MERCHANIS HOLL COO
Rowan Williams Davies & Irwin Inc.  Total Rowan Williams Davies & Irwin Inc.		219.14	275.77			2/0.0/			275.67		11/07/2022 ARIV1005194	275.67 14,125.00 Approved - with 14,125.00	nin Budget			03/31/2022 ARIV100256	2 94,129.00	Approved  Approved	
Royal LePage Real Estate Services		0.00	Whit com project c	Approved. Sales commission paid to Mizrah. Ay should the Project pay for the sales imission more than once? The total mission would now work out to 8 98% of the perty unit price - which is extraneous, seste and not as per industry standard. Not mention, Mizrahi has never sought Coco's roval to extend his Sales Agreement, nor has approved. Sam has unlater ally extended Agreement without consultation.															
Total Royal LePage Real Estate Services Spectra-Con Group Inc.		000	2009/2023 12301001 178,197.20 Sam 2009/2023 12201010 128,199.88 Sam 377,405.22	ne as above										_					
														10/01/2022 2198	From prior site meetings (includir Rocky Coco, Josh Lax), Coco requ comprehensive detailed listing of associated to the Hyatt / Andaz fc date, no information has been pr	sted a all costs approval. To			
Total Spectra-Con Group Inc. St. Joseph Media		•	-			-						-			date, no information has been pr 710.31 710.31	08/01/2022 IN448	- 40 240 **		
			NOT	T APPROVED	-											UNIU 1120222   199448	19,210.00		
			exprint This the Ann lene by i Use Altru dee Altru end end end end end end end	ddision to the comments related to marketing enditure from previous months: is a marketing expense which has exceeded budget provided by the Cortel Agreement ending Agreement dised February 4th, 2021, the approved \$15 mil mil. The budget increase ender that Mirrailar riets to in his response document for the provided of the provided concept for the 2012 powerent has not an approved by Cotto group.  If you want to be compared to the for corte Marketing is Advertising cost to of One, 2022. \$17.38m, which exceeds the fla greement sum of \$15 mil.															
		01	N01/2023 N1436 16,667.50 crec N01/2023 N1867 11,066.22 Sam N18/2023 N2368 19,210.00 Sam	ne as above															

#### Mizrahi Commercial (The One) GP Inc. Payment Listing 2022 Cheques

Vendor		February 2023		January 2023		ecember 2022			November 2022	C	ctober 2022		September 2022				August 2022	
		Jenny Comments (17th March 2023)	Date Num	Jenny Comments No commer provided i	nts Date Num Open B	Jenny Comments	Mark Kilfoyle comments	Date Num	Open Balance Jenny Comments	Date Num Open Bala	Jenny Comments	Date Num		lenny Comments	Date Num		COCO Approved OR Not	Jenny Comments
				Mizrahi t Coco's qu	o ery		(31st Jan 2023)								5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Approved (N.A.)	
Dat	Date Num	Open Balance		Open Balance from Jan 2	12/15/2022 IN2062	Not Approved -		11/18/2022 IN1731	In addition to the comments of last month	10/20/2022 IN1339	Communication Budget continues to be	09/30/2022 IN1151	Not approved.	Coco has not approved any	08/01/2022 IN460	Open Balance		
						In addition to the comments of last month, we			(which we shall not repeat again), we remind all		unilaterally approved by Sam, as per prior		incremental bu	dget for advertising, promotion &				
						remind all Parties the Credit Agreement Amending Agreement dated February 4th, 2021,			Parties the Credit Agreement Amending Agreement dated February 4th, 2021, executed		submissions dating from 2019. As repeatedly mentioned, the current spend is well in excess	f	marketing, as ti incremental co	ne sales do not support the sts, many associated to branding				
						executed by all parties states the following:			by all parties states the following:		300% over budget. Sam agreed to present to		of MI	., . ,				
						*2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the			"2.01(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the		Coco (Jenny Coco) a budget in 2019. Instead, Sam delivered a "dry run" with Maria							
						Projects in excess of \$15,000,000 (including costs			Projects in excess of \$15,000,000 (including costs		(accountant for the Project) only. To date, Sam							
						incurred prior to Tranche B advance." Currently			incurred prior to Tranche B advance." Currently		has refused to present a budget and perpetual							
						the Communication expenditures to date are in excess of \$17.7M. This is now in excess of \$2.7M	- refer to above comments on Chart Communications Inc		the Communication expenditures to date are in excess of \$17.7M. This is now \$2.7M over		postpones engagement of Coco for approvals. Coco continues to have concerns with mis-							
						over budget with questionable results. An email			budget with no results. Thus, in summary, we		appropriation of the budget towards "branding							
						was sent on January 3rd, 2023, and to date, we have received no response from Mizrahi. Thus,			shall not approve based upon our comments of prior months, as well as the above.		of Mizrahi Developments. As perpetually disputed and noted, Coco continues to be most							
						in summary, we shall not approve based upon					concerned with the misuse of the							
						our comments of prior months, as well as the					communication budget with no accountability.							
						above.												
otal St. Joseph Media			02/01/2023 IN2151	6,896.88 Same as above		210.00			19,210.00		10.00		35,877.50			12,995.00	Not Approved	Communication Budget exceeded over 300
ue Dulmage & Associates Inc.				53,840.60	15	210.00			19,210.00	19,2	10.00		35,877.50			32,205.00		with no approvals from Coco
				NOT APPROVED:														
				Related to Andaz hotel and Retail (KSFC). 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											B B B B B B B B B B B B B B B B B B B			
			01/01/2023 2924	339.00 (see Altus report no 42 section 1.8)												<u>                                     </u>		
otal Sue Dulmage & Associates Inc.		-	01/01/2023 2928	34.74 Same as above 373.74				<del>-   -   -</del>				l						
ito 22										10/24/2022 1148								
										10/24/2022 1148	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment							
											above, we continue to await receipt of the				B B B B			
											budget for approval. Coco shares Altus' concerns as noted in their Reports.				B B B B B B B B B B B B B B B B B B B			
										5,4 5,4	27.75							
tal Suite 22 n-Brite						-				5,4	27.75		-					
								11/07/2022 52695	This invoice pertains to "Andaz / Hyatt" hotel,							1		
									and in accordance with Coco's prior comment above, we continue to await receipt of the									
									budget for approval. Coco shares Altus'						5 6 8 8			
									concerns as noted in their Reports.						- - - - -			
Total Sun-Brite		•	<del></del>	•					3,819.00 3,819.00				<del></del>			H		
Total Sun-Brite Toronto Concrete Floors Ltd.								447007000 4004										
								11/30/2022 1321-001	This invoice pertains to "Andaz / Hyatt" hotel, and in accordance with Coco's prior comment									
									above, we continue to await receipt of the						B			
									budget for approval. Coco shares Altus' concerns as noted in their Reports.		***************************************				5 6 6 8			
									concerns as noted in their Reports.  2,825.00						B - B - B - B - B - B - B - B - B - B -	-		
otal Toronto Concrete Floors Ltd. he Manufacturers Life Insurance Company		-		•					2,825.00		-		-					
					01/01/2023 Jan 2023 Rent	Not approved - Mizrahi renewed without												
						consultation or approval from Coco for the					***				5 6 8 8			
					02/01/2023 Feb 2023 Rent	337.32 period Jan - Oct 2023 Not approved - Mizrahi renewed without				12/01/2022 Dec 2022 Rent	Approved with no extensions beyond December	11/01/2022 Nov 2022 Rent	Approved but r	o extensions shall be granted	10/01/2022 Oct 2022 Rent	+	Approved	Confirm term until December and status of unit(s)?
		Not approved - Mizrahi renewed without		Not approved - Mizrahi renewed without		consultation or approval from Coco for the	Insurance is critical to the Project. Having				2022 rent, as Coco has not been informed of th		until Coco is inf	ormed on the Hyatt premises and			1	
		consultation or approval from Coco for the period Jan - Oct 2023		consultation or approval from Coco for the period Jan - Oct 2023		period Jan - Oct 2023	no insurance would expose the Project to				final budget, nor why the perpetual delays in completion of this scope of work. Any		construction, a	s previously requested from MI	B 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8			
		Mizrahi's response to the same query simply		Mizrahi's response to the same query simply			further liabilities.				extensions are a back charge to the GC - Mizrah				B - B - B - B - B - B - B - B - B - B -			
		points to the need for insurance and fails to address why the extension was made without		points to the need for insurance and fails to address why the extension was made without											B			
		Coco approval. Lender has continued to appro	ne e	Coco approval. Lender has continued to approve											b 0 0 0 0 0			
of The Manufacturers Life Insurance Company	04/01/2023 Apr 2023 Rent	4,337.32 without consulting with Coco.	03/01/2023 Mar 2023 Rent	4,337.32 without consulting with Coco.		337.32					87.31	ļ	4,337.31			4,337.31		
al The Manufacturers Life Insurance Company H Ltd. (The Printing House)		4,337.32		4,337.32		674.64			-	4,3	37.31		4,337.31		1	4,337.31		
				409.49														
			01/01/2023 076214326															
			01/01/2023 076214326	NOT APPROVED In addition to the comments related to marketing													1	
otal TPH Ltd. (The Printing House)			01/01/2023/076214326	In addition to the comments related to marketing expenditure from previous months:	1000										0 0 0 0 0 0 0			
			01/01/2023 076214326	In addition to the comments related to marketing expenditure from previous months: This is a marketine excense which has exceeded the														
			01/01/2023 (076214326	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,														
			01/01/2023 (076214326	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 515m limit. The budget Increase by lender that Mirrain Feirst to in his response to Coco														
			01/01/2023 (0762/4/226	in addition to the comments related to marketing expenditure from previous months:  This is a marketing expense which has excreded the budget provided by the Credit Agreement Americang Agreement dated February 4th, 2021, leinder approved 515m limit. The budget increase by leinder that Murzh inferts to in his response to Crool query for Dec 2022 payment has not been approved.														
			01/01/2023 076214326	in addition to the comments related to marketing expenditure from previous months: exceeded the This is a marketing expense which has exceeded the This is a marketing expense which has exceeded the This is a marketing expense and expense of Evolution (A). Amendming Agreement district Performany (A), 2021, lender approved \$5.5m limit. The budget increase by lender that Mutrals refers to its in seponse to Good query for Dec 2022 payment has not been approved by Coop group.														
al TPH Ltd. (The Printing House)			01/01/2023 3/70214326	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
al TPH Ltd. (The Printing House)		·	01/01/2023 2/702/14/206	in addition to the comments related to marketing expenditure from previous months: exceeded the This is a marketing expense which has exceeded the This is a marketing expense which has exceeded the This is a marketing expense and expense of Evolution (A). Amendming Agreement district Performany (A), 2021, lender approved \$5.5m limit. The budget increase by lender that Mutrals refers to its in seponse to Good query for Dec 2022 payment has not been approved by Coop group.														
al TPH Ltd. (The Printing House)		NOT APPROVED: Relates to Andre Hotel for which the budget has not been approved by	0101/2023 070214326	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
eal TPH Ltd. (The Printing House)		which the budget has not been approved by Coco despite many requests made over the	0101/2023 570214326	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
all TPH Ltd. (The Printing House)	12008/2022 (NV14107781	which the budget has not been approved by Coco despite many requests made over the 243.80 period.	01010203 07011438	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
al TPH Ltd. (The Printing House)  If the Took but.	13/06/0022   M/14/07781 12/13/0022   M/14/07781	which the budget has not been approved by Coco despite many requests made over the	010/02/23 07/21 14/28	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
ITPH Ltd. (The Printing House)  ITPH Ltd. (The Printing House)  ITHE Tech Inc.		which the budget has not been approved by Coco despite many requests made over the 243.80 period.	01010203 0701 1438	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of														
al TPH Ltd. (The Printing House)  If the Took but.		which the budget has not been approved by Coco despite many requests made over the 243.80 period.	01010203 070214508	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of	120112022 0030869	Not approved - this is a noise by-law infraction												
II TPH Lst. (The Printing House)  Iffer Total Inc.  Iffer Total Inc.		which the budget has not been approved by Coco despite many requests made over the 243.80 period.	01010203 070114298	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, leinder approved 515 miler. The budget increase by leinder that Marah refers to in his response to Cool query for the 2022 payment has not been approved by Cool group.  Also seports Marketing & Advertising out to end of	T3091,0022 70306888	caused by Mizrahi the constructor, and Mizrahi is												
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Glaholt Bowles LLP					construction portion of the invoice reflecting 30.3 No completion, as the building is less than 50%	448889 Approved. Coco requires details no the Market and their respective final Budgets inegistance by Misrael. No information provided to date.		-
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Magix Technologies LLC.					ere not legible.		56-4200 C09-00 (Sale Community 96-300 Kg	Not Approved - Coco disputes the engagement of MAGU, escoted by Sam Mirrah. Secondly, no commission due and payable in accordance with 6.2 & 6.3 of the disputed Agreement.
Total Magic Technologies LLC. Marshall Haber Creative Group Inc.		-	-		-	-		
Total Marshall Haber Creative Group Inc  Master Insurance Limited.		· ·					. 238KF	Not Approved - David Levangie (Foglers) provided written reasons to Rod Davidge (Oslers) on 9.19.22 in an email.
	eccours see assess see	2004(ht 1)	JOSEOU 1500 GENERADO JOSEO GENERADO JOSEO GENERADO JOSEO GENERADO	and the second s	a 6 C is not acting in the best interest of the Project, executing bits own construct and growing.  This bear repeatedly writer to contract and growing cont	and the GC is not acting with the best interest of the Project, sinciding his own contract and growing black coarse operation construction, equipment and impaction, all is issues of industry tracked.		
	excess of industry standard. costs, as he is in default of th 2023. This is a contractor's la deliver the Project within the	The property of the specific property of the p	Loss best representation for CCC and underly in the loss determined of the Property assessing in the construct and ground property property for the loss to the construction of the CCC and underly in the CCC	his black, care operant, controlline, explanes and melatring, all is access of industry settands. Thus, to impact, been, then are reporting part in the reserved in the center of the ce	Overjaging Mifree for the L	Annual Community on the second section of the		
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		Market Market Committee of the provide Committee of the c	Manufactures to left in provide Case the animal proper payments for all practices, and animal proper payments for all practices, and animal payments of payments o	products and but month and organic faster instead or service and the service a	uniplesees, purplic certification of payment is required as per teleloss.	the employees, payed conflictation of payment in required as per before.		
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Marketing Commission	d6130005 C1306	11,000,00 NOT APPOINTS - Coppe of units has mean been executed as a contract of the coppe of the	W 10000 COM  VARIBOR NOT APPROCED  AND APPROCED  AND APPROCED  AND APPROCED  AND APPROCED  APPROCED APPROCED AND APPROCED APPROCED APPROCED APPROCED  Approced Approc	**Goodward was depressed on the demonstrate of last mouth, which was defined to the demonstrate of last mouth, and the demonstrate of last mouth, and the demonstrate of last mouth, and the demonstrate of last mouth of last last last last last last last last	****ORME on addition to the comments of last month (solid) was about one great great year remaind all Profess for Cortif (generated Amending and Amending Amending Amending Amending Amending and Japans States State States (Solid Montage)  7.20(20)(2) the discreases shall not force and and the property of the discreases shall not force and and the Property in exerces (25,000)(20) (solid liquid states (source) and prior to Transchill advances." Commently the Commentation appending to the Transchill advances."	1100000 for degreend, executively one hodge to making and Cross shall continue to pretent payment.	COSE ************************************	

Month Year -> Vendor	Date Num FX	tary 2023 Spen Banace X: COMMENTS:	Date Num FX G			December 2022  Open Statence IC COMMENTS:	Mark Kifoyle comments 546 No.	November 2022 in FX Open Edinos JC COMMENTS:	Casto Nouri FX Opero	ober 2022 Balance & COMMENTS:	Sep Date Num FX Op	tember 2022 In Balance JC COMMENTS COCO APPROVED OR NOT Da	a Num FX Open	IN 2022 Subsect COCO APPROVED OR NOT APPROVED (N. A)
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Part	1																			"increased hotel & retail finishes budget								
Part	1 1																			budget" Coco has perpetually requested								
	1																			information with no response.								
	Valley Forge Fabrics Inc.																10		U3\$410.97 @ 1.5000 F	610.46 See begar								
																	15	5052022 R36467	USSS64.59 @ 1.5000 F									
**************************************	Total Value Essas Eshalos las																15	1270022 R18844	US\$323.95 @ 1.5000 F	485.93 See beow							-	
Part	Total valley Lorge Laboratoric																			Andaz Model, requested since Mike Clarke's								
Marie   Mari	1																			departure and not received to date. Consister								
Part	1 1																			"increased hotel & retail finishes budget								
Part	1															1				(\$30,598,000). These items are risks to the								
State   Stat	1 1																											
Part	The Treasurer, City of Toronto																						*******					
The content of the	Total The Transvery City of Toronto								. 188						_		11	10/0022/91249-08							08243022,838082-03	-	112,697.16 Appr	roved
Control   Cont	Wire Fees								The state of the s																			
State   Stat	5 x Cable Charge @ \$10			50.00	Approved			64	0.00							70.00							9000				90.00 Appr	roved
	5 x Colward Permit (g) \$80			450.00	Approved			12	6.60 Amend to reflect actual approved wires.		630.00		-			630.00 Amend to	to reflect only the payments approved.		+	990.00 Amend to reflect only the payments approve		·	800.98			l	800.90	
Section of the sectio																												
	TOTAL			5 17,635,277.32		1		3 12,881,04	146		5 9,118,546.80					11,930,403.08			1 1	S EDELSMENT	1	3 1	341,090.32	ļ		-	7,567,263.10	
	MIZRAHI GC COSTS:																											
Part	S DISPUT	INFUTED INVOICES: Not recising required, togeth	clapproving any invoking for the month of Man ther with the following adjustments:	ch, this period should include only f	Pelmany! Why are we subsidizing MI cash flow? Revision on	a DEPUTED INVOICES. Not as logether with the following	Lapproving any invoking for the month of February, this p- ing adjustments:	seried chauldinclude only Israery! W	Try are we substituting MI cash flow? Revision on Invoking required,	OSPUTED EVOICES. Not approving any invoking for the near Sevicion on invoking required, together with the following a			**	GISPUTED INVOICES. Not approving cash flow? Revision on invoking re-	any invoking for the month of Dec prival, logs ther with the following	ember, this period should incl adjustments	chade andy November! Why are we subsidizing MS DES	PUTED thirties. Not approve pired, together with the follow	ng any invoicing for the month using adjustments:	of Olisber, this period should include only teptember! Revision on trucking	DEPUTED INVOICES: Not appear Superior with the following adju-	ing any invoicing for the month of Octobe America	n, this period should include only begin wis	sed Bevision on involving required,				
Part	T SHAPE	ISPUTED INVOICES. Not.	Capproving any invoking for the month of Febr	wary, this period should include only	ly January! Nevision on Invasing required, Signifier with the	e DEPUTED INVOICES. Not ap	Lapproving any invoicing for the month of February, this p	serod should include only January! Re	nucus on sworcing required, together with the following adjustments:	DISPUTED INVOICES. Not approving any investing for the more	th of Sensory, this period should inc	lude only November! Revision on invasing required,		DISPUTED INVOICES. Not approving	any invacing for the month of the	entier, this period should incl	clude only November! Newson on invasing required, DN	PUTED INVOICES. Not approved	ng any invoicing for the month	of November, this period should include only October! Nevroon on involving requir	4 DEPUTED INVOICES. Not approve	ng any investing for the month of October	r, this period should include only teptembe	erl Revision on invasiong required,				
A   Section of the continue	E	moving adjustments				1				regressed with the full being adjustments:				respectives with the following adjusts			log	years with the following adjust			regresser with the following adju	and the same of th		-				
A   Section of the continue				7									-						T T		-	T				-		
Case labor   Can l	A State	DiGeneral Library S Sundanti Cocco	Supervisor Microhi has involved monthly its at a protects the came, and is requesting a coas of o	a rate of \$306. 21 to \$236/hour (and o settified payroll fro the payroll provi	many Overtime above the subject rates). These rates exaced oder to confirm payment of rates, as well as all soveriment.	d 52 General Labourers & Super Coca protests the same, and	upeneous Misrahi has invoiced monthly fit at a rate of fifth and is requesting a copy of certified payroll fro the council	DE 22to \$255/hour (and many OverSim I provider to confirm payment of rates.	e above the subject rates). These rates exceed industry standard.  Joseph as all government mentioners, including EFT, WOIE, to be						Misrafu has involved monthly 0s at id. Coop protests the same, and is r	a rate of \$223, 225a \$203/hour equesting a capy of certified o	r (and many Overtime above the subject rates). 52 o payvall fro the payrall provider to confirm payment of the	Seneral Libourers & Supervisor se rates exceed industry stands	or Marshi has invoked month? Bard. Cocu protects the same. I	y St. at a rate of \$200. \$200.\$200(hour (and many Overtime above the subject rates) and it requesting a copy of centried payrial for the payrial provider to confirm ourse	52 General Labourers & Supervisors If These rates exceed industry claim	or Miscale has invoiced monthly 65 at a ra Bird. Cost protects the same, and is recu	rie of \$506, 22to \$255/hour (and many Overt secting a capy of certified payrall, to be aud	time above the subject rates). Sited by a third party consultant for				
Casis Lidoral  The special points of the spe	B sents	enittances, including the scientively higher than in	er, Wire, to be audited by arthod party corous	itant for confirmation of personnels should be implemented from the d	rates and confirmation of their on site attendance. The rates date of Maria Risa's concerns, the Control Agreement and to	state   budited by a third party con-	unsultant for confirmation of personnel rates and confirm hould be implemented from the date of Marin World confirm	ution of their on site attendance. The error, the Control Assessment were took	rates are exceptively higher than industry standard, and a lock date. Good sepports the money by a third party consultant	well as all government remittances, including BHT, WSB., to their on othe attendance. The rates are experiment further the	be audited by a third porty conculta in industry standard, and a concentra-	et for confirmation of personnel rates and confirmation of mobile motive should be implemented from the view of Min-	inere is no further information to provide M Coco other than what has been provided.	issues, as well as all government we confirmation of they on you wround	Stances, including DP, WSB, to soce. The Ottes are excessions had	he audited by a third party cor ser than industry standard as	incultant for confirmation of personnel rates and of or	ates, as well as all government dissuppos of their on up- when	constances, including the W	MIE., to be audited by arthrif party consultant for confirmation of personnel others ets higher than industry standard, and a comprehensive receipt the highest high	d confirmation of personnel rates a	nd confirmation of their on oils attendant anglemented from the date of the Foundation	ice. The rates are expessively higher than in	educity standard, and a parts the review by a third party				
Casis Lidoral  The special points of the spe	0 2010	D Torffic Control Persons	net & 205ecurity Personnel - a full accountability	Dyna required regarding the rates po	and to the third party-provider. Tone-treate bit month's	20 Truffic Control Personnel	nel & 22 Security Personnel - a full accountability is require	ed regarding the rates paid to the third	I party provider. To re-decide last month's concerns, the rates are	22 Traffic Cantall Persannel & 27 Security Persannel - shall as	countability is required regarding the	e rates paid to the third pady provider. To re-decade last	Report provided to Ms. Coco or her team.	22 Suffic Control Personnel & 22 Se	surely Personnel - a full accountabil	thy is required regarding the ra	rates paid to the third party provider. To re-tierate 201	traffic Control Personnel & 20%	Security Personnel - a full acco	untability is required regarding the rates pool to the third party provider. To re-thesi	20 Tuffic Control Personnel: TO	WEST GATE P TREPTC MEANAGEMENT IS	BY A THIRD PRATY??? As the Control Agree	ment is no longer in place, Coco				
Casis addoor as a second as a	8					and the same of th				request.	Committee and committee		There is no further information to provide M	ts. as per our request.			×,	er our request.	- commercial and the commercial					eration of the Control Agreement				
Continued Contin				1				X																				
Continued Contin	Crane Labour 10 ages	Crane Operators: Marah decare propily in excess	sh has increased the invoicing howly rate of \$25 or of industry standard. The Project should be o	DE 22to \$203/hour (and many Over5 owns for all labour cods, directly an	time above the subject rated to \$190.80 & \$280.36/hour. Then id payrati pertifiction required to validate the opument of pay-	ese (OCrane Operators Misrain I result (reserve) industry standard.	his hac increased the invaicing hourly rate of \$221, 221a \$22 and. The Project should be opining for all labour cods, direct	Bit hour (and many Overtime above the By and payrall certifiction required to	e subject rates) to \$290.84 & \$290.20/hour. These rates are goody in validate the payment of count to employee, accord as all	5 Crane Operation: Missalm has increased the invoicing hously 5286-26/hour. These other are around in extract of industry sti	rate of \$101, 2510 \$300/hour (and ex- ended). The Protect chould be assets	any Chertime above the subject rates) to \$280.80 & a for all labour costs directly and savnot credifiction require	the inception of the Project.	S Cone Operators: Marshi has non \$285,26 hour. These rates are also	aced the invaicing hourly rate of \$2 by in excess of industry standard. To	IS 200 \$200/hour (and many he Project should be paying for	y Divertime above the subject cases) to \$590.84 & 9 Co local! bbook costs divectly and payout pertilization 528	one Operators: March has not 5.25/hour. These rates are area	creased the invasiong bourly of	te of \$105, 724 \$25\$ hour (and many Overtime above the subject rates) to \$190,85\$. Bird. The Propert should be going for all labour gots directly and garent certification	S Crane Operators Marah has in Industry standard, Caso protests	winced hourly at another of \$005, 22to \$205, the game, and it requesting a copy of cent	hour (and many Overtime above the subpo titled powers, to be audited by a third party	ct rates). These rates exceed consultant for confirmation of				
And formation are necessary and approximate of the properties of t	0.400	Leastoner Speether.	ALEXANDRAPIONE JOBITES INCIDENT	MT_MTR_COLLANSINES BA MICH	white and the self-state bounds after and at the self-state and at	of	DESTRUCTION OF THE CONTRACT OF A SOCIETY	on. according from the universe and a	Committee A conv. of contribut countil, to be Auditorities Attinuation	Condition the compact of American acceptance acceptance	COMPANY WOODS AND ADDRESS	cludostet. Mith Coco moterio the moneture, annote	ine rates are market for a Project of this	resumed to collect the comment of	Annual to Annual area, as well as all.	consistent may be a label	Start reductive to C. WSW. Cold restants that	word to applicable the source of	of powerf to environe, in sept	Excell covarionest reportance July Start Includes State . Coccession Co. Dec.	second other and confirmation	of their on the attentions. The other an	n.extectively/lother/flooringstructivelyed	Land accommobile solve zerolen		-		
The effective of the Prince, the personnel and section of floring states and section of floring states and section of floring states and section of the personnel section o	Construction Cost Cocco	ocohac never been affor	orded wishinty to the staffing requirements on	a monthly back nor have has Coca b	been provided an opportunity to comment on rates paid. Mo	tarahi Coca has never been affords	orded violatity to the staffing requirements on a monthly to	Saus norhave has Coso been provide	d an apportunity to comment on rates good. Misratis affactive:	Coop has never been afforded working to the daffing require	ments on a monthly boos nor have	has Cook been provided an opportunity to comment on rat	Report provided to Ms. Coco or her team.	Coca has never been afforded visits	ity to the ctaffing requirements or	a monthly base nor have has	c Casa been provided an apportunity to comment on White	en Clark Construction Managem	ment this was on site, Coopwa	callinded violatity to the colling requirements on a monthly basic and provided as	Coca requests a meeting with ea	3-staff person to discuss their scope of w	ork and responsibilities, together with a this	of party present. Secondly, Caso				
The effective of the Prince, the personnel and section of floring states and section of floring states and section of floring states and section of the personnel section o	payor	ayrufi catec paid and end	suring the payrol burden and rates are reflects	ve of the industry standard, include	ng the payment of government remittances, including EPF,	the payroll burden and rates	ites are reflective of the industry standard, including the p	payment of government remittances, i	noluting DP, Will	is required of the actual payroll rates paid and encuring the pa	synoli bunden and rates are reflective	of the industry standard, including the payment of	There is no further information to provide M Corp other than what has been provided W	Capacites. An auditix required of t	ne adjust payroll other good and end	uring the payroll burden and o	rater are reflective of the industry standard, including laws	nor capacities. An audit is requi	ared of the actual payroll rates	s paid and ensuring the payout burden and rates are reflective of the industry standar or name.	. The commencement of the Contr	of Agreement until today's date at minim	um and the third party consultant chould be	e approved by Coco.				
Extractive imagenetic of extractive interest of extractive interest in the contractive interest in the contractive interest interest in the contractive interest interest in the contractive interest int													have provided Coco all the information we co	an i							1							
Extractive imagenetic of extractive interest of extractive interest in the contractive interest in the contractive interest interest in the contractive interest interest in the contractive interest int																												
Extractive imagenetic of extractive interest of extractive interest in the contractive interest in the contractive interest interest in the contractive interest interest in the contractive interest int				+		-							<u> </u>						-		-	<del> </del>						
Extractive imagenetic of extractive interest of extractive interest in the contractive interest in the contractive interest interest in the contractive interest interest in the contractive interest int	Coco disputes all Mizrohi personnel and the	the allocation of	of daily resources for the followi	na reasons :																								
Programming and agranting of the process from Programming of the programming of the process of t	<ol> <li>Excessive manpower at excessive rate</li> </ol>	rates;			hied party to socure the following														-							-		
Determine and differ the tocoged works required by preparation of the control of	<ol> <li>Proper planning and organizing of</li> </ol>	ing of the person	nnel from Project Management.	Scheduler to Traffic Con	ntrol and Safety;																							
May gar Jack Powler's salary in matter propresentation of the inflance of the propriet of the	ii) Determine and define the sco	scope of works n	required by personnel;		L																							
The works to be completed on a diship basis must be group defined and with the second of more than the second of the second of more than the second of the	<ul><li>iv) Wage rates (hourly or salary) m</li></ul>	y) must be repre	esentative of the industry stand-	ard;		on or high rise building)	95						-													<del> </del>		
Necessaries do site must be reconstructed to ensure they are efficient and productive.	v) The works to be completed on	d on a daily basis	is must be properly defined and	employee must be awar																								
	vii Maximize utilization of resource	ources (human re	resources & equipment) and not	be excessive (i.e. traffic	control: security):																<del></del>					<del> </del>		
con has reparably requested deals of the on-site personnel and any regigament of a first garry to the high of secretary to the high of secretary to the high of the control of the high of																												
			sonnel and any engagement of a	a third party must be bill	led directly to the Project. Why are variou	us scopes and responsib	sibilities removed from this level of tran	nsparency? (Traffic, safety	management? etc)																			

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

		Februa	ry 2023			Janua	ry 2023			Decemb	er 2022			N	ovember 20	22			October 2022	2	Se	ptember 2022	2		Aug	ust 2022	
Name	Date	Description		COCO APPROVED OR IOT 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 O		Description	Oct 2022 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date Description		COCO APPROVED OR NOT APPROVED (N.A.)			COCO APPROVEI OR NOT APPROVE (N.A.)	D JC COMMENTS
ell Canada				ĺ																						1	
	02/11/2023 Feb 202	3	15.56		02/11/2023 Feb 20	13	14.56	Approved	01/11/2023 Jan 20	123	14.72	2 Approved	11/01/2022	Nov 2022	14.30	Approved	11/01/2022	Nov 2022	13.96	Approved	10/01/2022 Oct 2022	13.91 A	poroved	09/01/2022 Sep 2022	13.7	77 Not approved	Invoice to a #ed company, not appli to the Project
otal Bell Canada		-	15.56			-	14.56				14.72				14.30	- ''			13.96	- ''		13.91	*******		13.7		
ome Construction Regulatory Authority			10.00																								
													11/28/2022	APP-5021342	500.00	Approved											
otal Home Construction Regulatory Authority			-				-				-	_			500.00				-			-			-	1	
GIS Global Private Placement Real Estate																											
					2/27/2023 Renew	al - Extension 2/28/2023		Approved									08/31/2022	08312022	3,692,961.00	IGIS handling fee - approved in accordance with the Credit Facility.		-			_		
otal IGIS Global Private Placement Real Estate			-				2,755,194.00				-				-				3,692,961.00			-			-		
aster Insurance Limited.																			<u> </u>			ļ					
									12/28/2022		124,660.11 124,660.11		11/25/2022	7510175		Approved			-							_	
otal Master Insurance Limited									-		124,660.11	-		-	445,696.02				-						-	-	
x Outward Remit @ \$50							50.00	Approved	-		50.00		TD to other bar		50.00		TD to other ba	l	50.00	-	TD to other bank						
x Outward Remit @ \$50 x Outward Remit @ \$25							50.00				50.00		TD to other bar	III.	50.00	<u> </u>	TD to other ba	III.	50.00		TD to other bank	-			-	+	
x KEB Receiving @ \$10	·····								-				KEB Receiving			-	KEB Receiving				KEB Receiving			-			
nab rooming & viv							50.00				50.00	1	rico ricoeiving	9	50.00		ILLE Receiving		50.00		INCO HOUSING				-	-	
OTAL			\$ 15.56				\$ 2,755,258.56				\$ 124,724.83				\$ 446,260.32				\$3,693,024.96			\$ 13.91			\$ 13.77	/Ī	

## 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 JC Comments (Feb 2023)	Jan 2023 JC Comments (Jan 2023)	Dec 2022 JC Comments (Dec 2022)	Mark Kilfoyle comments (31st Jan 2023)
Active Transport Inc.	Trailer Detention & freight	23,100.00 NOT APPROVED:  Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been	Amount \$  51,150.00 NOT APPROVED: 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	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	served for failure to complete construction 166,800.00 NOT APPROVED: 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.	senior lender. This cost is now being incurred due to	90,535.00 Total contract sum stands at \$2.9m v original contract of \$1.4m; increase is directh 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.	y 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:  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:  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 b 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 a 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 onset 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 sufficie 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.	that was sufficient to manage the construction personnel and therefore, all costs are not chargeable to the Project and charged to Mizrahi Inc.	e 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 calibiration		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 notic of default for failure to complete construction and close by De 2022. These charges should not be borne by owner as the dela is caused entirely by Construction Contractor, Mizrahi and should be recovered from them.	c	
Barmac Garage Doors	Stock door supply & installation	240.00 NOT APPROVED:  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 teal 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.	
Bell Canada	Damage of Bell's property (100 pair	NOT APPROVED: Contractor's fault caused the damage and	17,345.71 NOT APPROVED:  Contractor's fault caused the damage and should be paid by		
Brandon Jones	cable) Tote supply	1,620.00 NOT APPROVED:  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:  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 truck 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 muc to work with.

Vendor name				Dec 2022 JC Comments (Dec 2022) Amount \$	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 - Home depot supplies and food		
Brickeye	Noise Monitoring Kit	NOT APPROVED:  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:  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.
Canadian Springs	Bottled water	267.83 <sup>OK</sup>	668.36 Ok		
Central Fairbank Lumber	Lumber	6,275.14 NOT APPROVED: 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:  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.
City Disposal Group 2015 Inc.	Waste Disposal	14,579.00 OK	8,107.00 Ok	24,458.00 Ok	
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	project been completed on time.	emais like this don't give our team much to work with.
Clonard Group Inc.	Site disinfection	1,730.00 NOT APPROVED: 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 rate 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:  The CM Fee is supposed to be at 3.5% as per	38,128.16 NOT APPROVED:  The CM Fee is supposed to be at 3.5% as per the binding	at 2000 as per anomation arrand and not 378 as charged to as.	
Consolidated Crane	Rental for load test counterweights and equipment maintenance	10,750.00 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	5,750.00 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	5,750.00 Charges that are being paid due to delay in project construction should be charge back to the contractor, Mizrahi Inc. for costs overruns	d There are no grounds to charge back these costs to the GC. These costs are a Project cost.

David Paris	Crane operator hotel stay costs	Amount \$ A 690.26 NOT APPROVED: Hotel room rent for crane		Amount \$		
		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	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	296.72	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: 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:  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.	14,664.6	51 Charges that are being paid due to delay in project construction should be charged back to the contractor, Mizrahi Inc. for costs overruns	d 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:  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			87,881.0	O 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:  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. 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: 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: 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	O 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: 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.	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	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.
			246.98 NOT APPROVED:			

Vendor name	Supply of:	Feb 2023	JC Comments (Feb 2023)	Jan 2023	JC Comments (Jan 2023)	Dec 2022	JC Comments (Dec 2022)	Mark Kilfoyle comments (31st Jan 2023)
Jane McGrath		Amount \$	3.93 Refreshment supplies	Amount \$		Amount \$		
KMJ Industrial Contractors Inc.	Supply manpower & equipment storage for Electrical Transformer			732	.30 NOT APPROVED: Incremental cost are now being incurred after the construction	ı		
					completion date committed to the senior lender. Notice of default has been served for failure to complete construction by	ı		
					senior lender. This cost is now being incurred due to	<b>'</b>		
					Contractor's fault and is recoverable from Contractor, Mizrahi			
Live Patrol Inc.	Surveillance - CCTV	6,100	0.00 NOT APPROVED:	,	.00 Same as previous month - Mark's response is unsubstantiated	6,100.	00 Rent charges that are being paid due to delay in project construction should be	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
			Same as previous month - Mark's response is unsubstantiated as to why these cannot be	5	as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to		charged back to the contractor for costs overruns	
			charged back to Contractor when there is a senior lender's notice of default for failure to	1	complete the project by Dec 2022			
			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.					
Livingston	Duty/Delivery of goods for most up of			924	.81 NOT APPROVED	101	OF Anday Hatal associated costs and hudget approval remain outstanding as per Coso	This is an invoice for the build out of the mock suite for Hyatt necessary to approve the mock
Livingston	Duty/Delivery of goods for mock-up of Hotel suite			654	This is for Hotel mock-up. As the budget for the hotel has not	191.	and confirmed by Altus in their monthly cost report. These costs should not be	up suite and get it into production asap to complete the fit out of the hotel as per the
					been approved, this expense is not approved.  Unable to approve without a budget for the Andaz Model,		approved independently without Coco approval.	schedule.
					requested since Mike Clarke's departure and not received to date.			
					Consistent with the Altus Budget. Altus Report "increased			
Morrow Equipment Company, L.L.C	Liebherr Crane rental and repair	178,293	8.46 NOT APPROVED		hotel & retail finishes hurder (\$30,508,000). These items are		43 Rent charges that are being paid due to delay in project construction should be	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
Mr. Case Convenience	Convenience store items		Rent charges that are being paid due to dela		construction should be charged back to the contractor, Mizrah. 76 Why is convencience store items being charged to the project?		charged back to the contractor, Mizrahi Inc. for costs overruns	
Multitech Trades Corp	Power equipment rental	1,500	0.00 NOT APPROVED		.00 Same as previous month - Mark's response is unsubstantiated	1,500.	00 Morrow is included in the Altus' report as Hard Cost Construction and should be	Not clear if there is a question here. Please rephrase. There are no grounds to charge back
			Same as previous month - Mark's response is unsubstantiated as to why these cannot be	S	as to why these cannot be charged back to Contractor when there is a senior lender's notice of default for failure to		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	these costs to the GC. These costs are a Project cost.
			charged back to Contractor when there is a senior lender's notice of default for failure to	)	complete the project by Dec 2022		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.	
			complete the project by Dec 2022				, , , , , , , , , , , , , , , , , , ,	
My Construction Supply Corp.	Tower Chair Plastic, 50 pc bag			17,526	.00 NOT APPROVED:  Incremental cost are now being incurred after the construction			
	Slab bolster (10000ft)				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	, -	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	I There are no grounds to charge back these costs to the GC. These costs are a Project cost.
	delivery				2022. These charges should not be borne by owner as the delar is caused entirely by Construction Contractor, Mizrahi and	У	completed on time and should be charged back to the Contractor, Mizrahi Inc.	
Pro Sling & Safety Inc.	Miner Belt			127	.50 NOT APPROVED:		78 As project is delayed, these charges are being incurred. Had the project been	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
					Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of		completed on time, these would be avoidable costs and should therefore be recovered from the Contractor, Mizarahi Inc.	
					default has been served for failure to complete construction by senior lender. This cost is now being incurred due to	1		
Proline Hardware	Hardware items	15 504	5.55 NOT APPROVED:	21 853	Contractor's fault and is recoverable from Contractor Mizrahi. 39 NOT APPROVED:	16 422	90 Costs are excessive and no accountability of material usage to the site. Invoices are	e This assertion regarding Home Depot may not be an apple to apple comparison. As
		13,300	Aside from the excessive costs as per	•	Aside from the excessive costs as per previous months, there is	,	not legible and the material consumption is not commensurate to the minimal	someone would be required to pick up the orders at Home Depot, taking them off the site
			previous months, there is improper planning to optimize costs. Further, incremental cost	<b>;</b>	improper planning to optimize costs. Further, incremental cost are now being incurred after the construction completion date		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	and increasing the hour charge to the Project. To have Home Depot deliver these items woul significantly increase the cost. Additionally, we have centralized orders through Proline this is
			are now being incurred after the constructio completion date committed to the senior	n	committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender.		bought at Home Depot at \$56.87/1200 pcs	an industry practice for reduced overall costs.
			lender Notice of default has been served for	r	This cost is now being incurred due to Contractor's fault and is			

Vendor name	Supply of:	Feb 2023 JC Comments (Feb 2023) Amount \$	Jan 2023 Amount \$	JC Comments (Jan 2023)	Dec 2022 Amount \$	JC Comments (Dec 2022)	Mark Kilfoyle comments (31st Jan 2023)
QLD Communications	Two-way communication device and service	Amount 5		Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor		.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	Safetry 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.  Same as previous month - Mizrahi should be asked to obtarin competitive quotes.	26,253.75	Includes Health and Safety services on nearly daily basis \$26k.  More cost-effective solutions  Same as previous month - Mizrahi should be asked to obtarin competitive quotes.	45,574		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: Sam's trip costs are completely personal and are not project related.			
Sam - Trip to Italy			29,195.46	NOT APPROVED: 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	ŕ	.00 Overhead hoarding would have been avoidable costs had the project completed or 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.	n 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: 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	·	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.		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.		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: 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	,	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.		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 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)
Super safe	Toilet rental	, initiality		runount y			5 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			234.1	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			
Super Save Toilet Rentals Inc.	Toilet rental	4,771.1:	8 NOT APPROVED: 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	1	O NOT APPROVED:  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	258.3	1 Toronto Noise Exemption & Hard Hat - can be approved.			
The Fence People Limited	Fencing	1,356.0	be approved.  O 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			2,712.0	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	11,873.2	7 NOT APPROVED  Mark's response from Dec 2022 has not beer 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, airplant ticket cost to Hong Kong, China visit fees etc. These are not project related expense.		3 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.	503.2	5 Not approved as there is no direct relation to the project.  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: 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		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		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	379.01	7 NOT APPROVED: Rental charges are now being incurred after the construction completion date committee 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 NOT APPROVED: 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	77,318.6	O NOT APPROVED: 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.		25 Same as earlier month. Mizrahi fails to substantiate why these costs are not recoverable from Contractor, Mizrahi's failure to perform.	38,849.0	7 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.

Vendor name	Supply of:	Feb 2023 JC Comments (Feb 2023)	Jan 2023 JC Comments (Jan 2023)	Dec 2022	JC Comments (Dec 2022)	Mark Kilfoyle comments (31st Jan 2023)
		Amount \$	Amount \$	Amount \$		
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 lende 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	d	.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 Storage box and Office supplies		228.63 NOT APPROVED: Incremental cost are now being incurred after the constructi completion date committed to the senior lender. Notice of default has been served for failure to complete construction senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizral	by	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 cover under their CM fee.Mark does not differentiate between adr 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	

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#### **MIZRAHI INC.**

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

Date: 22nd February 202	23		BUDGET				CONTRACT SUM			
DIVISION	Category	ALTUS GROUP	VARIANCE	ALTUSGROUP	TRADE DETAILS	CONTRACT /	CHANGE	PURCHASE	TOTAL	CONTRACTS ON
		PREV. (REP. 36) BUDGET		CURRENT BUDGET		QUOTES	ORDERS	ORDERS	COMMITTED	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 SI	UB 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										
DIVISIONE	GENERALREQUIREMENTS									
	GENERALREQUIREMENTS	70,567,060	32,615,978	103,183,038	- 1	-	<u>-</u>	81,387,005	81,387,005	
General Requirements	GENERALREQUIREMENTS	70,567,060 0	32,615,978 0	103,183,038	- -	- -	- -	81,387,005 -	81,387,005	
General Requirements Crash Deck	GENERALREQUIREMENTS	0		-	- - - Morrow+Cornell+WhiskeyJack	- - 6,370,354	- - -	81,387,005 - -	-	
General Requirements Crash Deck Tower Crane		0 6,370,354	0	- 6,370,354	- - Morrow+Cornell+WhiskeyJack VipeConstructionLimited	- - 6,370,354 1.062,100	- - - 161.532	- -	- 6,370,354	
General Requirements Crash Deck Tower Crane Municipal Service Works		0 6,370,354 1,237,178	0	- 6,370,354 1,237,178	VipeConstructionLimited	1,062,100	- - - 161,532 -	81,387,005 - - 63,546 -	- 6,370,354 1,287,178	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts		0 6,370,354 1,237,178 29,000	0 0 0	- 6,370,354 1,237,178 29,000	VipeConstructionLimited AtlanticLifts	1,062,100 29,000	-	- -	- 6,370,354 1,287,178 29,000	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bre		0 6,370,354 1,237,178	0 0 0	- 6,370,354 1,237,178 29,000	VipeConstructionLimited	1,062,100	- - - 161,532 - - 1,787,905 1,949,437	- -	- 6,370,354 1,287,178	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro	eakout from GC )	0 6,370,354 1,237,178 29,000 4,287,905	0 0 0 0	- 6,370,354 1,237,178 29,000 4,287,905	VipeConstructionLimited AtlanticLifts	1,062,100 29,000 2,500,000	- 1,787,905	- - 63,546 - -	- 6,370,354 1,287,178 29,000 4,287,905	_
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro		0 6,370,354 1,237,178 29,000 4,287,905	0 0 0 0 0 32,615,978	- 6,370,354 1,237,178 29,000 4,287,905	VipeConstructionLimited AtlanticLifts	1,062,100 29,000 2,500,000	- 1,787,905	- - 63,546 - -	- 6,370,354 1,287,178 29,000 4,287,905	-
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Brand In 1978) DIVISION1 TOTAL DIVISION2 Soil Remediation	eakout from GC )	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b>	0 0 0 0 0 <b>32,615,978</b>	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b>	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)	1,062,100 29,000 2,500,000 <b>9,961,454</b>	- 1,787,905	- - 63,546 - -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b>	-
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation	eakout from GC )  SITE WORK	0 6,370,354 1,237,178 29,000 4,287,905	0 0 0 0 0 32,615,978	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b>	VipeConstructionLimited AtlanticLifts	1,062,100 29,000 2,500,000	- 1,787,905	- - 63,546 - -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800	-
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation	eakout from GC )  SITE WORK	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b> - 4,789,800 -	0 0 0 0 0 <b>32,615,978</b> - - -	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS) - Michael Bros.(ExecutedContract)	1,062,100 29,000 2,500,000 <b>9,961,454</b> - 4,789,800	- 1,787,905	- 63,546 - - <b>81,450,551</b> - - -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bre DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation Shoring/Caissons	eakout from GC )  SITE WORK	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b>	0 0 0 0 0 <b>32,615,978</b> - -	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)  -  Michael Bros.(ExecutedContract)  Anchor(ExecutedContract)	1,062,100 29,000 2,500,000 <b>9,961,454</b>	- 1,787,905	- - 63,546 - -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800	27,383,850
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation Shoring/Caissons Dewatering	eakout from GC )  SITE WORK	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b> - 4,789,800 - 27,690,856 -	0 0 0 0 0 <b>32,615,978</b> - - -	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800 - 27,690,856 -	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)  -  Michael Bros.(ExecutedContract)  Anchor(ExecutedContract) Includedindivision1	1,062,100 29,000 2,500,000 <b>9,961,454</b> - 4,789,800	- 1,787,905 1,949,437 - - - - -	- 63,546 - - <b>81,450,551</b> - - - 307,006 -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800 - 27,690,856 -	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation Shoring/Caissons Dewatering Landscaping	eakout from GC )  SITE WORK	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b> - 4,789,800 - 27,690,856 - 2,476,338	0 0 0 0 0 32,615,978	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800 - 27,690,856 - 2,476,338	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)  -  Michael Bros.(ExecutedContract)  Anchor(ExecutedContract) Includedindivision1 RoyalBedrock(outstanding)	1,062,100 29,000 2,500,000 <b>9,961,454</b> - 4,789,800 - 27,383,850 - -	- 1,787,905 1,949,437 - - - - - - 8,550	- 63,546 - - <b>81,450,551</b> - - -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800 - 27,690,856 - 2,476,337	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation Shoring/Caissons Dewatering Landscaping Landscaping Retail Terran	eakout from GC )  SITE WORK  n	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b> - 4,789,800 - 27,690,856 - 2,476,338 1,991,942	0 0 0 0 0 <b>32,615,978</b> - - -	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800 - 27,690,856 - 2,476,338 5,480,177	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)  -  Michael Bros.(ExecutedContract)  Anchor(ExecutedContract) Includedindivision1	1,062,100 29,000 2,500,000 <b>9,961,454</b> - 4,789,800 - 27,383,850	- 1,787,905 1,949,437 - - - - -	- 63,546 - - <b>81,450,551</b> - - - 307,006 -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800 - 27,690,856 -	
General Requirements Crash Deck Tower Crane Municipal Service Works Atlantic Lifts Rail Climbing System (Bro DIVISION1 TOTAL  DIVISION2 Soil Remediation Excavation Miscellaneous Excavation Shoring/Caissons Dewatering Landscaping Landscaping Retail Terrac Landscaping Tower Terrac GranularSupply	eakout from GC )  SITE WORK  n	0 6,370,354 1,237,178 29,000 4,287,905 <b>82,491,497</b> - 4,789,800 - 27,690,856 - 2,476,338	0 0 0 0 0 32,615,978	- 6,370,354 1,237,178 29,000 4,287,905 <b>115,107,475</b> - 4,789,800 - 27,690,856 - 2,476,338	VipeConstructionLimited AtlanticLifts RailClimbingSystem(RCS)  -  Michael Bros.(ExecutedContract)  Anchor(ExecutedContract) Includedindivision1 RoyalBedrock(outstanding)	1,062,100 29,000 2,500,000 <b>9,961,454</b> - 4,789,800 - 27,383,850 - -	- 1,787,905 1,949,437 - - - - - - 8,550	- 63,546 - - <b>81,450,551</b> - - - 307,006 -	- 6,370,354 1,287,178 29,000 4,287,905 <b>93,361,442</b> - 4,789,800 - 27,690,856 - 2,476,337	

Fountains

DIVISION	Category	ALTUS GROUP PREV. (REP. 36)	VARIANCE	ALTUSGROUP CURRENT	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON FILE WITH COCO
		BUDGET		BUDGET						
Curbs, Walks & Stairs		-	-	-		-	-	-	-	
MunicipalCurbs		-	-	-		-	-	-	-	
AsphaltPaving		-	-	-		-	-	-	-	
UnderslabDrainageandSOG	ì	-	-	-		-	-	-	-	
Demolition		115,000	-	115,000	AllowanceforDundonald	-	-	-	-	
VerticalDrainageBoard		-	-	-		-	-	-	-	
Fences		-	-	-		-	-	-	-	
MechanicalUndergroundSe	ervices	200,950	-	200,950	ProDrain(ExecutedContract)	146,950	54,000	-	200,950	146,950
<b>DIVISION2 TOTAL</b>		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(FoundationtoGr	ound)	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/Invoid	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		-	-	-	
${\tt Concrete Cutting and Coring}$		-	-	-			-	-	-	
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	5	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	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	-	-	-	-	-	
DIVISION4	TOTAL	5,094,206	-	5,094,206	0	5,963,178 -	777,518	-	5,185,660	-
DIVISION5	METALS									
StructuralSteel(SupplyandI	nstall)	22,508,995	-	22,508,995	Walters(ExecutedbyTrade)	22,286,287	222,708	-	22,508,995	22,286,687
StructuralSteel(SupplyandI	nstall)	11,828,720	-	11,828,720	Walters(ExecutedbyTrade)	10,697,452	867,334	263,934	11,828,720	10,697,452
SteelDeck LabourandMater	rials	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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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
DIVIGIONS	CARRENTRY				Г					
DIVISION6	CARPENTRY	-	-	-	-	-	-	-	-	
RoughCarpentry	0 10 1	46 200 052	-	-	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	-	-	-	-	-	-	-	-	
KitchenandBathroomCabir	nets	6,989,105	-	6,989,105	-	-	-	-	-	
SlidingClosetDoorsandShel	lves	-	-	-	-	-	-	-	-	
CustomMillwork		-	-	-	-	-	-	-	-	
DIVISION6	TOTAL	23,199,058	-	23,199,058	0	-	-	110,000	110,000	-
DIVERSION T	THE DAME (AMOUNT INTO DESCRIPTION									
DIVISION7	THERMAL/MOISTUREPROTECTION	222.524		222.521	I	224.452	24.054		222 524	201.170
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		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&Frame		240 500		240 500	Cogo Aluminum 9 Class	220.000	10 500		240 500	
		249,598	-	249,598	GageAluminum&Glass	230,000	19,598	-	249,598	
HollowMetalDoors&Frame	es(RetailSupply)	-	-	-	- I and the state of the state	-	-	-	-	
InteriorGlazing		Incl.inbelow	-	Incl.inbelow	Includedintowercurtainwall	-	-	-	-	
GarageOverheadDoors		126,376	-	126,376	-	-	-	-	-	
AluminiumWindows		-	-	-	-   -   -   -   -   -   -   -   -   -	-	-	-	-	
RevolvingDoors		Incl.inbelow	-	Incl.inbelow		-	-	-	-	
StructuralGlass		14,701,596	32,061	14,733,657		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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON FILE WITH COCO
Hardware		2,112,972 -	67,940		Guardtek	1,114,606	166,597	42,575	1,323,778	
Hardware Retail		2,112,972	-	2,043,032	Guaratek	1,114,000	100,597	42,373	1,323,778	
MegaColumnCladding		Incl.inabove	_	Inclination	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				T				T	
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		2 705 112	-	- 2 705 112	- 2218840Ontarialna (CantrastOutsta	-	-	4 500		
Painting SpecialFinishes		2,705,112	-	2,705,112	2218840OntarioInc.(ContractOutsta Includedinpainting	223,000	38,300	4,590	265,890	
FinalClean		3,000,000	-	3,000,000	includediffpainting _	-	-	-	-	
WallPaper		3,000,000	-	3,000,000	_	-	- -	-	-	
DIVISION9	TOTAL	41,091,263	<u>-</u>	41,091,263	0	930,220	187,204	4,590	1,122,014	-
5171515115	101712	41,031,200		41,031,203	٩	330,220	107,204	-,,,,,,	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	-	<u>-</u>	<u> </u>	-	-	
DIVISION10	TOTAL	2,603,590	-	2,603,590	0	-	-	-	-	-

DIVISION	Category	ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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 (Executed Contract)	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	. Giarionintes	-	_	_	-	_	_	_	-	
GymRoomEquipment		_	-	_	-	-	-	-	_	
RestaurantLooseFurniture		_	-	_	-	-	-	-	_	
DIVISION12	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION13	SPECIALCONSTRUCTION				Local code altin Malacone					
DynamicDamperAllowance		-	-	-	IncludedinWalters	-	-	-	-	
SaunasandHotTub  DIVISION13	TOTAL	-	-	-	- 0	-	-	-	-	-
					9					
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	-		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	-	-	-	-	-	
DIVISIONAE	TOTAL	-	-	-	-	-	-	-	-	40 700 000
DIVISION15	TOTAL	36,545,613	221,812	36,767,425	U	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	
${\it External Lighting Allowance}$		Included	-	Included	Included in electrical	-	-	-	-	

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

From: Danny Chotrani

Sent: February 6, 2023 1:42 PM

To: Mark Kilfoyle <mark@mizrahidevelopments.ca>

 $\textbf{Cc: Jenny Coco} < \underline{\textbf{JCoco@cocgroup.com}}; \textbf{Rocky Coco} < \underline{\textbf{Rocco@cocgroup.com}}; \textbf{Wes Diong} < \underline{\textbf{wdiong@cocogroup.com}}; \textbf{The One} < \underline{\textbf{theone@cocogroup.com}}; \textbf{Coco} < \underline{\textbf{Nocoo}}; \textbf{Cocoo} < \underline{\textbf{Nocoo}};$ 

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>

Sent: February 2, 2023 6:32 PM

To: Danny Chotrani < <a href="mailto:dchotrani@cocogroup.com">dchotrani@cocogroup.com</a> ; Wes Diong < <a href="mailto:wdiong@cocogroup.com">wdiong@cocogroup.com</a> >

Cc: The One < 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

Best regards

Mark

# Mizrahi Commercial (The One) GP Inc.

## **April 2023 Month End**

## **Payment Listing**

		TOLAI
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
Total:		
		\$ 15,845,999.52
Note: William of the USD CDD ROW.	President and the second and	de condition of EV at the configuration
Note: Wire amounts noted in USDs,GBPs, KRWs may o	iffer from the actual	depending on FX at time of transfer
Authorized Signatures:		
Authorized Signatures.		
	<u></u>	SEE INDIVIDUAL TABS FOR APPROVAL DETAILS
Sam Mizrahi		Jenny Coco
I have the authority to bind the corporation		I have the authority to bind the corporation

Total

Month Year → Vendor	April 2023 Jenny Comments	March 2023 Jenny Comments (16th April 2023)	February 2023  Jenny Commerts (17th March 2023)  Link State Commerts (17th March 2023)	January 2023  Jenny Comments Na convents provided by Barelina Comments  Ocean Balance Comments Na convents Comments Comm	December 2022 Novem  Not Opis Source Jampy Contracts (See Ann. Opis Source (See Ann. Opi	ber 2022 October 2022 Jerry Commercts Dan Num Gent Name Jerry Commercts Dan N	September 2022  September 2022  Good Rates  Jerry Comments  See No. (CCC Sparsed CRIME Jerry Comments Approach DLA)
191 Devergood Relail Inc.	Oses Balance Date Nati	Coan Sirinos Dato Nen	Open Believes	Starphil to Cook Balance Cook and Cook Starphil to Cook S	processed this invoke last month (12/29) Project. The Project requires a presentation without notification to Coco. Wans was aware selfers. The payment must be made.	Machine Cluid Capital Inc., & Outditte Generated No., then have placed in graphilated by Too, and the money of delayer application by Too, and answer of delayer have 202, opportunity 35 cellion in soring under the teams to believe	Onesidense
				938900	confliction to Coon. These proceeded to allow, included progress to later, and this is a Martina's to press and wired from large-ordingly, inconcurring the payment there is nothing loss attached ITE than between the Cook to provide Restriction to Cook for. 2002, Planchamed 3.	James 2022, apparaisating \$55 million in country under the loans to Entidiging.	
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					Nave it complete in the rest 50 days.		
4	6391/3007 0-10000/300			Approved, conditional upon Altus revising the Budget / Construction Schedule to reflect the lack of execution by the Constructor (Murahi)	11,23.00 Same as above	901000 GMYD Approved, contingent upon East residing a copy of the "Intelligences Correspondence (Borrower / Lender)" as noted in the invoice.	NAMES AND ASSESSED.
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Month Year >> Vendor	April 2023  Jenny Comments	March 2023 Jenny Comments (19th April 2023)	February 2023 Jenny Comments (17/16 March 2022)  (17/16 March 2022)	Non January 2023 Non-y Comments No company pro-	December 2022    December 2022	November 2022 Num Open-Baines Janny Comments Data Num	October 2022 Open Balance Jenny Comments Date Num	Open Balance Jenny Comments Date Num CO	August 2022 CO Approved CR Not Jenny Comments Approved (NA.)
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94110502 71081 04110502 71082	The APPROVED THE A	per contenere di lare and contenere del largoly in the montrette. All periodici del largoli del largol	0190007	NOT APPROVED.  Related to Anche hosted and Restall (SDFC). The hosted subject approved is periodic and controlled to the hosted subject approved in periodic and controlled to the subject approved in periodic and the hosted and the subject	Tables   See Appropriate   See	when here then 20% of the building is completed? See prior comments above.	960 500 7004 960 500 7004	#1386.00 Why requires agen? Explain?  #4407.00 Represed	
V 0411002 7100	NCT APPROVED.  However in the restricted to appear as witness in the Apple tower in the restricted to appear as witness in the Apple tower in the continues. Subject and should be duegled not to these the Apple of	NOT APPROVED  Material to solution thank or mode, up units barring developed in Marian data for the solution of the solution thank or mode, up units barring developed in An In-America Marian State of the State of	s	Commendation descondation in our dispersion of the control of the	Not approved — The days greated is wroting disease; as you will not be a law monking throughout the The days greated in the The days greated in the The Controlled in the The Co	1.50.1.0 Lane as develope try, Andre J. Physiol. 00.0000 70.000	This meeting partition to "Ander / Paper" hale, and it is married to an off order year comment. The paper is a second to the paper comment. The paper is a second to the pa	Approved- codem datas of new application. Section 2004	
W 0410002 7108	NOT SPECIOSED.  Besteller M. Ankela helde I - mod kug sulfa being developed in Ac he he hard beginner gegreen in genetling med ordereds, this sensors have depended yellow medical being developed in the sensors have depended yellow medical being developed in the sensors have been depended yellow medical being developed in the sensors have been developed in the sens	NOT APPROVED  NOT APPROVED  NOT APPROVED  NOT APPROVED  NOT APPROVED  NOT APPROVED  SOUTH A fine has been a real property of the control of t	NOT AFFORDS  Minder May Made and May May married at an important process of the material and mat	NOT APPENANCE.  Mississ of the Andrea breaft and floral (SSEC). The breaft budget approval is precising and overview. Mark's comments a solutor report on our 5 or Discomber 2022 still carries the Yeshel & Retail femals and the report of the Section of Section Se					

Month Year -> Vendor	April 2023  Jenny Comments	March 2023  Jenny Comments (19th April 2025)	February 2023  Janny Comments (17th March 2022)  Gata Num.	January 2023  Jenny Comments Recomments Date provided by	December 2022 Nan Open Sannor Jenny Comments Mark Killoyle comments Don	November 2022  November 2022  Num Open Surves Jenny Comments Easts Num	October 2022 Open Razero Jenny Comments Date Noon	September 2022  Over Basics Jenny Comments Data Num	August 2022 CCCC Approved Oil Not   Jenny Comments
) Date See	Ocen Release  NOT APPROVED: Releted to Andas Poted - Main contract. As the hotel budget	(19th April 2023)  Net Com Reines Com	(17th March 2022)  Own Billions  NOT APPROVID:  Related to Andar hotel - mod-up suite being	January Cours  Jenny Comments  So comments  Microsite  Cook Service  NOT APPROVED:  Related to Acet betted and Retail (UCC), The betted budget approval is pending and overdus.	(31st Jan 2023)				Approved (N.A.)  Ones Resease
	sepreval is pending and overdoot, this invoice is not approved by coop.  Altur 'export no. 45 for Mar 2023 still carries the Notel & Retail finishes as a risk item in their budged and exclude general finishes as a risk item in their budged and exclude general the budget or funding.  5.527   Be Altur appent on 60 section 1.3	NOT APPROVED. Additional Contrast Administration costs for Jan and Neb 2021 charged to the project. Costs is concerned with increasing costs and leak of cost control exercised by Wards. The costs increases are not	developed in Italy.  As the host budget approval is pending and ownchae, this invoice is not approved by Coco.  Further, why is the hosts suint required to be developed in Italy?  There is no business justification to complete	MICH APPROACH TO A CONTRACT AND A CO					
OP100003 7698 Total Core Architects Inc. Disease Valentics LLP	6.35275 [see After report on 45 section 1.8] 0  155,848.69 NO CONTRACT TO DATE FROM ARBITRATION OF OCTORER 2000	26/2020/14/1 55,202.00 free/ading to targifule progress on the alte. 03/15000/1/03 114,483.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	8,362.00 - 15,000.00	254.25 [low Alto: report no 42 section 1.8] 226,653.88	168,813.13 1990	169,442.50 for Approved - SSN shareholder does not approve the lease of Tribovest title as previously noted. This is 120% a Microbi aspense.	11,98,75	295,716.30	28.200.00 Approved with question Explain Finanzance was included in the original condition as a research line Avent.
		200000 9255	NOT APPIDIZE This revoice is for right of access for the salarized for the Mazala Development's effice that is not a Project 791.52 separa.  APPIDIZE CONTINGENTY Approved						
			APPROVED CONTINGENTY: Approved contingent upon final results of the Court Case contingent upon final results of the Court Case.  Cons shall be entitled to save durings against the Marrial Inc. the contexture, for failure to execute the diviney of the units that is toward on a strong basis, given Marrial ackned Coor on a strong basis given Marrial ackned Coor 21,193.0 budget.						
		30010000 75566							
		200-0000 100A	NOT APPROVED.  Thickness to storage for eliminating shyuri.  Thickness to storage for eliminating shyuri.  If all measurement.  Caco has not been refunded or saided to a storage of the s						
			contains the confirmed or raised to particular to particular to particular to the decision related to highly termination or update to the white termination or update to the whiting immagement.  Marsh to explain and provide information on why they are seeking termination of highly termination of the provide information of the particular termination.						
W.		30045000 (SD19)	ASPECT Agreement of the control of t						
04/30/0023 127868	APPROVED, conditional upon lease continuity by King Street Food Geneg: Relate so Ding Street Food lease agreement for defiting the 1,389 So optice of trills transfer due to commercial severance  6	APPICATO, conditional upon lease continuity by King Street Property Conditional upon lease continuity by King Street Property Conditional upon lease agreement for drafting the Indiana surp Street Food lease agreement for drafting the SOCIODAL (2010) SOCI APPICATOR SOCI APPROVINCE	one winterfall (if, the contention), for feature to execute the feditive of the unit to the fenant on a family bank, given Warsh advised Company on a family bank, given Warsh advised Company on a family bank, given Warsh advised Company of the feditive of the and on 39,265.64 Sudget.  NOT APPROVIDE:		1992	Coc approve pyrent certifiget upon final 1991/000 (09/11 rests of the Court Care. If the Project is	Not Approved - 20% shareholder does not approve the lease of Triconst site as previously	Not Approved - 20% therefolder does not approve the lease of Trovest title as previously	
	ASYNOVED: Related to memos to commencial tenants on commercial	Mich AMPOINTON.  Jegerment community and registry in the community and registry.  Jegerment community.  Comb has not been included to participate in the community of the community.  Each has not been included for participation with an included to participation with an included to the community of the community	NOTATION OF THE PROPERTY OF TH			doll dold  Cox payment prepared contengen upon found  Service of the service of t	represents the fear of Tricovat site as previously noted. This is 200%, a Milterable expense.	noted.	
04300023 127801	Blasted to memos to commercial tenants on commercial		",		1986	49,20-37  As per the Nation's Marketin's Valencie's varieties varieties, Core in requiring information as to sely the leader is requiring with requires to the  Termination Right of STOT Why is Andre  addressing 17-4 in line of STOT VIII.	1,50,20 Come approves payment contingent upon final results of the Court Case. If the Project is summarized in the long interface, Coop what the summarized in the South in the Coop what the Mariant for failure in several the delarge of the sent to the several on the delarge of the sent to the several on the sent several Mariant advant Coo the sent records the advanced on time and on bringing.	1,272.56 Approved & request a copy of all sommorphisms Nationals and Marshire. Apple Lease.	. 3,647,71
04230532 177809	APPROVED SUBJECT TO RESERVATION OF REGITS - These legal expenses may be required to secure Project presented, within it is reverpoint interest. Coop and the Project presented in the Coop of the Project Developments list, due to their failure to comply on their 70.21500 deliverables produced in Apple Canada inch. Is less agreement. Or	APPROVED SUBDICT TO RECEIVATION OF RIGHTS: These legal regiones may be required to secure Project presents, which is a reveryor interest. Core on of the Project presents, which is a reveryor interest. Core on of the Project presents, which is a reveryor interest. Core on of the Project presents with the Project interest. Core on the Project presents with the Project interest. Core on the Project presents with the Project interest. Core on the Project presents with the Project interest. Core of the Project presents with the Project Interest. Core of the Project presents with the Proje	APPROVED CONTRIBUTION Programs interregard region from less and the Court Case if the Project is summarized in the legal metter, Court built be entitled to said forming agent seemed the delivery of the unit to the intensit seemed the delivery of the unit to the intensit seemed the delivery of the unit to the intensit sin a travely lowing present and desired from the court of the court of the court of lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lower than the lo			1,091,00	the surft to the tenent on a timely basis, given Mutush advised Cook but unit would be delevered on times and on budget.  173,722.80	991,410.52	83,744.78
Total Canad Visionich LLP  Data Furniture 31	7.77.2	26.5715	130,511.00 (Vir) is bit him weeking separate legal (130,511.00 (Vir) is bit him weeking separate legal (130,511.00 (Vir) is bit him weeking separate separat			22,344.43	175,465,33  Utable to approve without a budget for the	192,85.77	Spherical activities of the memora and correspondences from Apple as reference in the annotate and annotate ann
		NOT APPROVED.  This is for fixed ended-up, for which the budget has been joined upon the post packed to the provide pr					Annias Modal, requested stree Milas Clarke's department and not recovered to date. Consistent with the Alixa Surget. Allixa Report "		
		nont received to date.  Alka Separit "- increased bettef & retail finishes undget 520.5  Alka Separit "- increased bettef & retail finishes undget 520.5  Marzil Comments on this payment fluing schedule from Dec  2022 Indicates that Alka no Després au correct. Robertus, in					плогивско мил по тевропи.		
Tool Cale Furnishe Desiron Canada LLP	- 6	The Alloc confidence is a Project of Section 2.5 As a section 2.8 As a sec	NOT APPROVED. The relates to Cost Dispute and is repersed related to further the project. The related to further the responses and not the project. This is a conflict of interest in Centrolous in				1,946.50 1,946.50		
	PARTIALLY APPROVED SUBJECT TO RESERVATION OF RIGHTS: APPROVED: The light costs incurred are for firsts Severance.	39045000 (AVAISS	representing the project and Mitzeli on 6,773.72 personal account against Com.						
	APPIOUS: The legal crash incurred are for thresh Severance required either by the Crack's Agreement with Secret Lender and Additional 9 Storrs permit first filed in 2020. NOT APPIOUSE: In addition, then are charges related to Strategicary for challing cracing by Java amendment set filment, note and construction management issue, community was usual and interesting societies. One and the								
0430/2023 3757012	community uses usage and transfers update. Coze and the Project ensemb the right to receive all costs is correct from Marsh Development less, for all costs due to their improper \$7.2.140 (justice) and the control of their improper \$7.9.140 (justice) and their proper failures to Manicipal violations, which shows improper planning and poor execution by the Contractive, Marsh Overdopments, for, resulting in linguistics, which should not be a Project cost.								
04/30/0023 3757107 33	Turbiercone, Coco has not been informed of when the claim was served, nor when the legal coursel would be for this 24,40° co subject matter.			1996-1900	1007721 Net approved - Coco has no authority to hold up payment 1046102	2003 3/26/6/4 As noted previously and below, Coco does not	N641020 2014441	Until Denton's commences reporting to the	
	PARTIMITY APPROVED SUBJECT TO RESERVATION OF RIGHTS. APPROVED the legal costs incurred for Audit and documents for Commercial Soverance required by the Credit Agreement with Sesion Lendon.	NGT APPROVED. This snowce has chargen for thems that are clearly not related.	NOT APPROVED.  Belans to Crans Suring complaints as Misrahi does not have Crans Suring lorner. This is due to Misrahi to, the contractor, proproper	NOT APPROVED Institutes time changed for Coon fee dispute for Project Crient which should not be charged to	and approved in the company of the c	support the engagement of firmer for the EMM case. Secondly, there has been no resporting or secountability to Coop.		client, (DDC Coco), invoices shall be paid under protest.	
94/300003 3758MB	NOT APPROVID: Stiffman Insurance Claim which Coco is not 17,243.19 made aware of by Mitrahi.  NOT APPROVIDE: The legal costs incurred are for EMM Case and Crame Swing	to the Project south an Costa disquist, regions and Mappen, which should either be March presented earth or drayed back to the controlleds, March for fealure to comply with the SX-5425 years are regional to the Costa of the Co	as National McL, the contractor, improper planning and poor resourcion and house for the planting and poor resourcion and house for the partie by project but changed in Marsahi the contractor contractor	the Project. No details of Project Chiero has been shared with Coop, despite many requests made.  5.000.05 See witsched letter from Popler to Continue  politicals.	must be paid.  1,298.02  Not approved - In review of the invoice, Director's references Data Searces, Neuver, in review of the Incompany of the Invoice of t	2,230.44  Cereten's irrector highlight matters of which Coco is not swee and require information prior to appreced for purposed of sweep. Just	Denton's involves reflects it is reporting solely 1064-0000 (255-000 to Sam Mirrah), that not reporting to a 50% client (Scoo) and several matters on the	44,350.21  Pre-paid and Cooc has still not approved prior (2015/2002) 2666147  Pre-paid and Cooc has still not approved prior (2015/2002) 2666147  Involose related to the Muzzo Ditgation matter.	Not approved Coin his reputely requests a congresses writer of the management of the list by Chester's ("
	larguet incident and is to protect the Project from Inkalities.  Coco has not been consulted and has propered by highlydred concess on Devitor's management of DAMS tilgation matter, specifically the first incurred to date.  Coco and the Project reserve the right to recent a Costs incurred from Markal Developments for, for all costs Cyme	impact moderate and it to protect the Project from liabilities.  Cons has not been commanded and has represed by highly dedicated concerns on Sentativi navagement of DAM liapston matter, upperfacility for fees in section for dama.  Cons and the Project reserve the right for reserve all conto from liabilities and from Manifest form Manif	NOT APPROVED.  Relates to EMMC Case and Municipal Code violation.  violation.  repeatedly highlighted concerns on Dentary's measurement of EMM littles measurement.  repeatedly highlighted concerns on Dentary's measurement of EMM littleston matter. The	NOT APPROVED.  Judiens to EMM Cass. Work performed by Berkers (Comment that is minist done in Jace	Immon, it is agained it include, Mappin Tearly Claim volumin Development in the Tearly Committee Control, Extrage Corp.  To have been made aware of each of these shortege Membring Longonay? Court Headers all teams by sellow becomes, fugiting, or the and Charges with Sam Merald (Purposa?), membring construction update report.	prior to approved for proprient of involce. Just to memotics dev. Furthergy proceedings; the property of the property of the property of the filters application; VAT. To dark, Tener has not communicated with Cost on any waters, one reported to Cost. Given this estimates and the property of the property of the property of property of the property of the property of the property of property of the property of the property of the property of property of the property of the property of the property of the property of the property of the property of the property of the property of the property of the pro	Conception of Work relate solely to Sam Marsh. For the record, Coco has not seet immais directly to timer, and the professional services merco is inaccurate.	Invoices estands to the Musco littingsion matter. NOT APPROXIMAL AND EXECUTION'S INVOICES AS PER MICE BOOK, AND REPLACEMENT INVOICES AND ACCEPTABLE WITHOUT SUPPORTING OCTABLE	
N 04/300023 3758107	Incurred from Marsh Developments Inc. for all costs Crare lawing impact due to their improper planning and poor lawing may the state of their improper planning and poor lawing marsh of their planning and state of their planning of Cost 20 Merchan.	wave (regrest due to their improper planning and poor execution; execution; expectally since Mitzahl does not have Creen Swing 50,100.31. Resease.  630-0500174-060 50,100.31. Resease.	management of IAM illigation matter. The management of IAM illigation matter. The management of IAM illigation matter. The management of IAM illigation and IAM illigation matter interprepare planning and 22,000.53 poor removalen.	Barbara Grouman that is mainly done in June 2022. Cono his not been consulted and has 2022. Con his not been consulted and has represently highlighted concerns on Destero's suggested to the suggested or the linguistic market.	18,4455  Stat approved - Coop has no authority to hold up payment laborate substance authority	accounts through the prevention of the account of Marsh.  40.419.54  Carco has prevented represented represented control of the account of th	4,536.89 A noted previously and below, Coco does not support the engagement of Rimer for the EMM cass. Secondly, there have non-reporting or	49,845.70  Autil Denton's commences reporting to the client, (250 Coro), invoices shall be paid under protest.	141,516.27 Not approved Same as about & option the considere equal (*)
	ACT APPROVED: Relates to Mapper Really, which shows improper planning and poor execution by the Contractor, Minaki Developments (see, resulting in lightimo, which should not be a Project cost.	APPICATO The legislation incurred are not Strata Serverance required either by the Conflict Agreement with Secure Lender and Additional of Stroom permit first field in 2020. NOT APPICATON to Addition, there are change you related to Strategicing for eithering soming by his warmedment justificament, noise and conflictation management haves,	NOT APPICATED  Relates to Meppine Budly, which shows improper planning by the Contractor, Micrahl tex, resultance in Buggloon, which board not be	NOT APPLICATE Contains viscosis reflects it is reporting unleigh to farm Marrial, that not reporting to a 20% client (Corce) and several matters on the Directiption of Wark-relate solely to Sam	Data grapered.  Significant claim under Significant seal to experience seal to the trans and selecting shaded or present seal to the seal to experience seal to the seal to th	does not support purposer, as any by low infertation (noise volution) on for the account of the Developer, Metals.	accountability to Coco.		
o430003 3750008	Furthermore, Coco has not been informed of when the claim was served, nor whom the legal counsel would be for this subject metter.  O	community against usage and timelines against. Cost and the Project assess the right recover all costs housed from March Developments Inc. for all costs due to their improper 50,000 pc (100 pc ) (	improper planning by the Contraction, Marshi- ter, resulting in lighting, which should not be a ringed cent. Furthermore, Cons has not been informed of when the dain was served, nor whom the legal coursel would be for the 17,785.55 subject matter.	Mirrah, including Strategy Corp, in the amount of \$4,310 of which Coop has no insight, nor argued in any strategic discussion on this 73,063.74 critical issue.	the CC.  12,583.50  Not Approved -  Core has no authority to haid up payment  Information on Municipal code violation is still on invoices for this arounest. Destroys	46,493.05 Phil Store has not mostly with Con- regarding trust conveyage matter, thus, this is for the account of Martani.	5.173.55 Coco does not support given Destan's has fide to report to the Clark (DDS Coco), and	34,531.82  Until Denton's commences reporting to the claim, DON Cook, invoices shall be paid under	167,248.12 Approved with question Signal Signal Approved with question
04300003 3754000	NCT APPROVED:  States to LOMC case and Marricipal Code violation:  States to LOMC case and Marricipal Code violation:  States to LOMC case which and the repeasedly splighted societies on Central vinacagement of DMM Higation matter.  The municipal code violation is due to Morahi fact, the contractor, improve planning and poor execution.  CO 20 Contractor, improve planning and poor execution.	Nations to Mapping Rathy, which show improper planning and poor execution by the Contration, Marin Development but, resulting in Registro, which should not be a Project cast.  Furthermore, Cash in an about not formed and when the dain was served, nor when the legal counsel would be for this.  1,007.28 while matter.  1,007.28 while matter.  1,007.28 while matter.	NOT APPROVED: This relates to Title Examinent rights. Coco is not provided information related to the 13,2644* examinent provided information related to the 13,2644* examinent right designs represent requests.	NOT APPENDED.  Relatives to Makeyor Brasilly, which shows impropose planning by the Contractor resulting in litigation, which should not be a Proposed cost. In litigation, which should not be a Proposed cost, which the disk mass served, or or when the legal counter would be for this subject metals.	pending and we infrastion penalties should be jarroulest. Commission and goald by Developer and not charged to the propert.  13,551-35	for the account of Marash.  5,407.10	uby has Strategy Carp been engaged?  47,235.97	protest. 52,811.30	160,782.54
		NCT APPROVED.  Relates to Municipal violations, which shows improper glanning and poor execution by the Contractor, Marshall  Developments in c., e., c., c., c., c., c., c., c., c., c., c	NOT APPRIONE: Relates to myraid off items including tool for settle and exacting. Diverge (zer), Residential discontinuation of the continuation of the documentation and encumentation, studying permit, Mapping cardly, etc., which is not de-	NOT APPROVED: information on Municipal code violation is still pending and law information practices should be paid by Developer and not charged as the Project. Code has not deep reliable of the	Not approved.  There has not updated Coop on this matter and to payment from the continuity to find the payment. Determine and should not be charged to the Project and provides Coop any information and paid directly by Morahs.  Applications of the coop of th	Centrols indicated in Federal Park (PCL) and Park (	Core does not support given beatron's has failed be report to the facility of the Code Violation? What Code Violation(s)?	Matti Destroit scenerous reporting to the classification (250K.Cop.), invoices shall be paid under protest.	Not approved Same as about & suples the considered expent(*)
04/30/003 3756069	NOT APPROVED.  Cone has not been consulted with regards to trust conveyance 21,455.45 matter, thes, this is for the account of Misrahi.	a Project cour.  Furthermore, Care has not been informed of when the dain was served, care when the legal consent would be for this uniformed of the course of the co	permit, Magore reality, etc. which is not approved by Good to approved by Good and they are not sillowed to activately participate in the process of the pro	is 100% attributable to the contractor, Misrahi 11,146.10 Inc. 6991000	19,544.51  Not approved  This invoice references "Project Orders" for the on invoices for this argument.	(Coron.) 10.358.47	22,829.14  Core has not consented to Denton's a Project consen	17.531.65  Pre-paid and Coco has still not approved price  Pre-paid and Coco h	61,728.96 Not approved Ship is Makingan sociated in the income? Shipside is supply and the control of the contr
		NOT APPROVED.  When the repeal of terms including tail for what and readers in register of terms including tail for what and readers, strategic form, fluidental terminary act, were readers and corresponding talk for decormations and recommendates and exemplant and the strategic fluid for the strategic fluid for the strategic fluid for the strategic fluid for the strategic fluid flu	NOT APPROVED: Information on Municipal code violation is still pending and its withoution penalties should be past by Develope and not changed to the Project. Code in an other informated of when	NOT APPOINTS. The cover of the invoices states that the work relates to Commercial component severage to the cover of the invoices states to severage to the coverage of the c	period October 2020 and June 2022 for date.  funding agreements.  (Including Lorentz L			Invoices related to the Mazzo littlepton netter, NOT APPROVINGE AND ENCOUNTS INVOICES AS PER RIGID ERRAL, AND REPLACEMENT INVOICES ARE BOT ACCEPTABLE WITHOUT SUPPORTING DETAILS!	
Total Dentero Carada LLP	273,079.64	and corresponding title documentation and encombenance, lating garment, flustpore garment, flustpore garment, seek and in our growth for the process of commercial leverance or other flusts related to this process of commercial leverance or other flusts related to this 200,1000 [Incide].	13,779.96 Inc. 100.00 attributable to the contractor, Misrahi 37,779.96 Inc. 100.000,000 attributable to the contractor, Misrahi 000/1000 373759 150,400.000 170,779.96 Inc. 100.000,000 170,779.90 Inc. 100.000,000	Miraria and thous should not be charged to the Project.  Project State of the Committed of a SUS equity parties or the Committed of a SUS equity parties or the GD by Destons on the 12,660.0 Commercial severance.	Which are all maked to the GPUP's legal works, All of these are Project costs.  103,885.07  293,234.95 [see all comments above.	116,277.91	9,000.33  55,022.34 To date, the plate pre-paul lessace remains to be a provided. Security, Comits in the residence of the security Comits in concerned with the last of accumulability of all prior markets. Security Only No. 100,000.00.00.00.00.00.00.00.00.00.00.00.	- 3,236.56 198,432.49	41,547.22 612,921,71
Guniga Agamey			amount for closing costs for the project.		1969	200 3803-R4 Not Approved - First and foremost, this 1901/000 2879	REPLACEMENT INVOICES ARE NOT ACCEPTABLE		
			NOT APPROVED  This is for their mack-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 Unable to approve the province of the p			Not approved — First and stretchest, faster size for a province of the stretchest, faster size for consistent and stretchest, faster for consistent faster size of the stretchest for for faster, sharing the same concerns as noted in the Artus Report.	that Approved — First and formersot, this consultant is over the riginal budget, but also Coco not received the final horse budget from Marshi, sharing the same concerns an noted in the Allian Report.		
		INCO ANYWOOD IN the control to be built to bu	find opportuse, to cauche the copies is created (Suchalite in approve without bought for the (Suchalite in approve without the copies of the indigest the call of all seconds of disks.) Commissions with the skill period, the date great (SUCHALITE IN CORP.) These forms are riches to the (SUCHALITE IN CORP.) These forms are riches to the property of the commission and being a shipped commission and being property thong which do from the CEEE or discuss that All the shipped commission and being a which do for the CEEE or discuss that All the property of the property of the CEEE or discuss that property						
		Marzini Na say et a confirmi if the Operator agreement (flysta) is indication. Unsales approve without a detailed budget for the hystat Conduction of the Confirmition	Mazahi comments on this payment listing inchesis from Dec 2022 Indicates that Also no longer has a concern. Nesseur, in the Alton constituent to report it still appears as a Propert 15,434.20 budget miss [Miss report no. 42 section 3.2]			1,374.29	1,847.26		

	February 2023 January 2023	December 2022  In Nan Open Salance Jumy Commerls Mark Killeyis commerls Date Nan Open Salance Jumy Commerls Date Nan Nan Open Salance Jumy Commerls Date Nan	October 2022 September 2022 August 2022 Gastanus Juny Comments Sm Non Gastanus Juny Comments Sm Non COCO Approach Officer I Juny Comments
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he Printing House)				NOT APPROVED 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						
				\$35m limit. The budget increase by lender that Mizrahi refers to in his response to Coco query for Dec 2022						
				payment has not been approved by Coco group.						
				Abus reports Marketing & Advertising cost to end of Dec 2022: \$17.93m; which exceeds the credit						
Inc.				400.40 agreement sum of \$15m						
			NOT APPROVED: Relates to Andaz Hotel 6	ar .						
			which the budget has not been approved Coco despite many requests made over it	oy he						
			12060000 Narier07781 243.80 period.							
		NOT APPROVED This is for Hotel mack-up, for	or which the budget has been							
			the the second is not approved.  If the Operator agreement (Hyatt) is							
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		not received to date. Altus Reports "increased h	hotel & retail finishes budget \$30.5							
		million. These items are risk	is to the budget". payment listing schedule from Dec							
		03/30/3022 10900150299 12,190.95  budget risks (Altus report no	rt it still appears as a Project (21.10000 NATH-100010) 253.13 Same as above (495.93							
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		still active. Unable to approve without	a detailed budget for the Hyatt							
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		the Altus continues to report	o longer has a concern. However, in rt it still appears as a Project							
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cs Canada Ltd.		10,100.00			1000000000					
					caused by Mirrahi the constructor, and Mirrahi					
					is responsible for payment of this fee. Coto has no authority to hold up payment on involves for this argument.					
			Not approved - this is a noise by-law info	ction	12/26/0022 2001-126 Not approved - this is a noise by-law infraction. There is no arounds to back charge to the					
			caused by Migrahi the constructor, and N	lizzabi	caused by Mirrahi the constructor, and Mirrahi GC. is responsible for payment of this fee.					
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		2002 Indicates that Altus no the Altus room to repo 6401,0002,99677 3,127.14 budget risks (Altus report no 3,127.14	o. 42, 43 & 44 section 1.8)							
or Canada Ltd. nt Guarantee Services Inc.										
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a Sign Company Inc.	24,611.49									
WED TOTAL	\$ 1,214,104.62	\$ 1,770,672.85	\$ 811,453.42	\$ 1,684,529.10	\$ 1,232,170.72	\$ 707,716.74	\$ 1,008,294.27	\$ 1,696,913.08 \$ 1,085,551.27	\$ 1,403,246.77	

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Vendor Sala Num F3	Gest Militaria X. COMMENTS: Salia Num. PA.	COMMENTS:   Cob   East   Comments:   Cob   East   Comments:   Cob   East   Comments   Cob   East   Comments   Cob   East   Cob   C	PI Cycle Talleton J.C. COMMENTS: Com Number	7X Open Milena 2C COMMENTS: No comments provided by Milenator Court quarty for contracts court quarty formula to Court quarty formula sets 2000.	To Victoria AC COMMENTS: Bark Stripp's community.  (24 Jan 2022)	PK Open Release JC COMMENTS: Sales Name	Fit Open Rates JC COMMENTS: Date None  Not approved as follows:	Telephones 2022  Indigenous 2022  If Ones Belows  IC COMMENTS COCK APPROVED DR NOT  See Below  IF Ones Below  IC COCK APPROVED DR NOT  See Below  IF Ones Below  IC COCK APPROVED DR NOT  See Below  IF Ones BELOW  IF O
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#### Mizrahi Commercial (The One) GF Payment Listing 2022

		April 2023 Mar 2023 Op	en		March	1 2023 Mar 2023 Open			February 2023	3 Open		January	2023		Decemb	er 2022	PPROVED	Nove	ember 2022			Octo	ber 2022		S	eptember 20	022		Aug	ust 2022 COCO APPROVE	- 1
		Balance	COCO APPROVED C	OR .	1	Mar 2023 Open Balance	COCO APPROVED OR		Bala	COCO APPROVED OR			Jan 2023 Open COCO APPR Balance NOT APPROV	OVED OR		Dec 2022 Open OR	NOT		Nov 2022 Open CO	CO APPROVED OR		00	t 2022 Open CO	CO APPROVED OR		Sep 2022 Open	COCO APPROVED OR NOT APPROVED (N.A.)		Aug 2022 Open	OR NOT APPROVE	ED
Name Bell Canada	Date Description		NOT APPROVED (N.	A.) Date	Description		NOT APPROVED (N.A.)	Date	Description	NOT APPROVED (N.A.)	) Date	Description	Balance NOT APPROV	VED (N.A.) Date	e Description	Balance APPROV	/ED (N.A.) Date	Description	Balance NOT	APPROVED (N.A.)	Date Do	escription	Balance NOT	APPROVED (N.A.)	Date Description	Balance	NOT APPROVED (N.A.)	Date Description	on Balance	(N.A.)	JC COMMENTS
			14.31			15.22				15.56						<u> </u>								***************************************		1					
																											9				Invoice to a #ed company, not applicab
Total Bell Canada	04/01/2023 May 2023		Approved	04/01/20	023 Apr 2023	15.22	Approved	02/11/2023 Mar	ır 2023	Approved 15.56	02/11/2023 F	Feb 2023	14.56 Approved	01/11	1/2023 Jan 2023	14.72 Approved 14.72	11/01/2022	2 Nov 2022	14.30 Appro	wed	11/01/2022 Nov	2022	13.96 Appro	wed	10/01/2022 Oct 2022	13.9	Approved	09/01/2022 Sep 2022	13.77	Not approved	to the Project
CBRE Limited			4.31			10.22				13.30			14.30			19.72			14.30				13.50			13.5			13.77		
			NOT APPROVED: The services are requeste	d by																							9				
			IGIS Asset Management for Narrative Appraisal Report The purpose of the report	t.																											
			provided to Coco and therefore, cannot approve																												
Total CBRE Limited	04/27/2023 23-APPRTOR-0233R	PAID 29,38	80.00 services.																								_				
Dentons Canada LLP																														-	
		18,00	NOT APPROVED:	her																											
			Unable to approve as neiti details nor invoice has bee provided by Mizrahi team t	en to																											
	05/02/2023 TBD - NEED INV. PA	JID	Coco, even though amoun been paid through TD aco	nt has																											
Total Dentons Canada LLP Home Construction Regulatory Authorit		PAID 18,000	0.00																							4				<del></del>	
																	11/28/2022	2 APP-5021342	500.00 Appro	wed											
Total Home Construction Regulatory Author IGIS Global Private Placement Real Esta	nority		-																500.00							H				ļ	
																							icir i								
																							appre	nandling fee - oved in accordance			9				
Total IGIS Global Private Placement Real I	08/31/2022 08312022 Quaterly Estate	2,801,91 2,801,91	1.00 Approved								2/27/2023 F	Renewal - Extension 2/28/2023 - 2	2,755,194.00 Approved 2,755,194.00			<del></del>			-		08/31/2022 083	12022	3,692,961.00 with	the Credit Facility.		<del>- :</del>	_				
Livingston International Inc.		2,001,01																													
			6 6 8 8 8																								4 4 8 8 8				
			NOT APPROVED																								9				
			This is for Hotel mock-up, which the budget has been	n																							1				
			pending since Sep 2020, t this expense is not approv Mizrahi has yet to confirm	thus ved.																							4 4 4 8				
			Operator agreement (Hyat still active.	tt) is																											
			Unable to approve without detailed budget for the Hys	att																											
			Andaz Model, requested s Mike Clarke's departure an	since																							1 1 1 1 1 1				
			received to date. Altus Reports "increased hotel & retail finishes budg	d .																											
			\$30.5 million. These items risks to the budget".	get s are																							1 1 1 1 1 1				
			Mizrahi comments on this	from																											
			payment listing schedule fi Dec 2022 indicates that Al no longer has a concern.																												
			However, in the Altus cont to report it still appears as	a																							9				
	05/03/2023 404-725856	20.26	Project budget risks (Altus report no. 42, 43, 44 & 45 (2.79 section 1.8)																								9				
Total Livingston International Inc.	030032020 404-120000	PAID 20,28:																													
Master Insurance Limited.		- 1												12/28	3/2022	124,660.11 Approved 124,660.11	11/25/2022	27510175	445,696.02 Appro	wed											
Total Master Insurance Limited. Mizrahi - HC			-			-				-			-			124,660.11		-	445,696.02							-			-		
		14	NOT APPROVED:																												
			Advance payment for mate for which no contract has t	been																											
Detai International	05/02/2023 C1336(Aluminum Extrus	sions) 731,98	provided to Coco. Therefo 19.35 Coco is unable to approve	ire,																											
CM Fee HST		36,59 99,91	6.55																												
Total Mizrahi - HC TD Wire Fee		PAID 868,50	15.37																		-					-					
0 x Outward Remit @ \$50			-			-							50.00 Approved			50.00	TD to other ba	ank	50.00		TD to other bank		50.00		TD to other bank	ļ .					
0 x Outward Remit @ \$25 0 x KEB Receiving @ \$10			-			-				-	-					-	TD to TD KEB Receiving	ıq .			TD to TD KEB Receiving				TD to TD KEB Receiving	1					
			-							-			50.00			50.00		*	50.00				50.00			ļ			- i	ļ	
TOTAL		\$ 3,738,093	3.47			\$ 15.22			\$	15.56			\$2,755,258.56			\$ 124,724.83		\$	446,260.32			\$3,6	93,024.96			\$ 13.91	T.		\$ 13.77		
								T								TI		T													

TD Account

ANNEXURE 1 - RECOVERABLE COST COMMENTS Mizrahi Inc. INV # C1343 DATE 05/12/2023 INV # C1328 DATE 04/13/2023 INV # C1312 DATE 03/13/2023 INV # C1300 DATE 02/13/2023 INV # C1282 DATE 01/11/2023

#### General Comments:

General Comments: Mizrahi Inc. is responsible for	the recoverable costs due to lack of completion of the  APRIL 2023	Project in accordance with Proje	ct schedule (substantially completion date December 20. MARCH 2023	22). Lender has sent Notice of Default f	for failure to complete the Project FEBRUARY 2023	within the deadline. See comments on Mizrahi - GC in main body of t	DECEMBER 2022		
No Vendor name Ord	er Supply of:	Apr 2023 Amount JC Co \$ (Ap	mments Supply of: or 2023)	Mar 2023 JC Comments (Ma Amount \$	lar 2023)	Feb 2023 Amount <sup>JC Comments</sup> (Feb 2023)	Jan 2023 Amount JC Comments (Jan 2023)	Dec 2022 Amount JC Comments (Dec 2022) \$	Mark Kilfoyle comments (31st Jan 2023)
Α	APPROVED S	ces for the month, under Catego SUBJECT TO RESERVATION OF RI	GHTS:						
	ce July 2022, Mizrahi has not updated the construction								
while some of these expen	ses may be required for construction to continue, which	Developments Inc.	and the Project reserve the right to recover all cost overr	uns against Mizrani					
"Most of the things I am ta	-	g to Arbitration Award in Nov 20: ting courses. I am referring to th	.9: ings such as budgets that are realistically established and	regularly updated,					
financial obligations that a	re incurred in accordance with those budgets and reflect	cted in formal contracts or purch	ase orders approved before work is undertaken, the pro ns and payments, and regular, timely, and accurate mon	per processing and					
	stakeholders. With a properly managed financial ad	ministration system with approp	riate 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:	51,150.00 NOT APPROVED:		s There are no grounds to charge back these costs to
						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	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	to be incurred for this vendor for trailer detention, excessive environmental fees and should be recharged to the contract Mizrahi Inc.	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: The invoices includes rental charges which would not be		90,535.00 Total contract sum stands at \$2.9m v original contract of \$1.4m; increase is	There are no grounds to charge back these costs to the GC. These costs are a Project cost.
						incurred had the contractor completed the project on time. This amount is recoverable from the Contractor, Mizrahi.		directly attributable to the delays on site the Contractor, Mizrahi Inc as these are rent charged due to time delays. All cost due to delay, i.e., \$1.5m should be charg back to the contractor, Mizrahi Inc.	· •
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:  Service cost are now being incurred after the construction	48,137.08 NOT APPROVED: Service cost are now being incurred after the construction	72,652.79 Incremental unit rates and costs to the account of the contractor, Mizrahi Inc	Please provide a question. Have you researched the increased costs in the Construction Industry in the
						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	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	Concrete rates are at \$30/m3 in current invoice v \$26/m3 in Aug 2021.	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
						incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi	incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi		emails like this don't give our team much to work with.
A.04 Astley Gilbert Inc. A.05 Atlas Dewatering	High speed blotting bond and binding     Water sampling and flow meter calibiration	556.40 -	Water sampling and flow meter calibiration	-			3,400.00 Can be approved		
Corporation 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	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.	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:			ith There are no grounds to charge back these costs to
						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.		existing stock door and related equipme which could have been avoided had the Project completed on time. This cost sho be backcharged to the contractor, Mizra Inc.	uld
A.09 Bell Canada	1 Damage of Bell's property (100 pair cable)	-	Damage of Bell's property (100 pair cable)	-		NOT APPROVED: Contractor's fault caused the damage and should be paid	17,345.71 NOT APPROVED: Contractor's fault caused the damage and should be paid		
A.10 Brandon Jones	1 Tote supply	-	Tote supply	-		by Mizrahi as contractor 1,620.00 NOT APPROVED: Same as previous month - Mark's response is	by Mizrahi as contractor 750.00 NOT APPROVED: Same as previous month - Mark's response is	750.00 Amount paid for 1000L tote supply & delivery. If the project was on time, this	Please provide a question. Just so you are aware this cost relates to the clean up of the trucks when we
						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	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	could have been avoidable costs.	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
A.11 Brandon Timins				-			427.24 NOT APPROVED: Does not show how this is project related		don't give our team much to work with.
A.12 Brickeye	1 Noise Monitoring Kit	1,170.00	Noise Monitoring Kit	2,340.00		NOT APPROVED: Same as previous month - Mark's response to Coco's	cost - Home depot supplies and food 2,340.00 NOT APPROVED: Same as previous month - Mark's response is	1,170.00 Rent charges that are being paid due to delay in project construction should be	Please provide a questions. Just so you are aware this cost relates to the noise controlling system that
						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	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	charged back to the contractor, Mizrahi i for costs overruns	nc. 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 A.14 Central Fairbank Lumber	1 Bottled water 1 Lumber	476.27 9,365.29	Bottled water Lumber	638.43 4,667.00		267.83 OK 6,275.14 NOT APPROVED:	668.36 Ok 1,645.93 NOT APPROVED:		Please provide a question. Have you researched the
						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	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.	the contractor, Mizrahi Inc.	oy 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.
A 45	A Word Broad	40.002.22	W. J. St	46.242.50		slippages.	0.407.00 Ok	24 450 00 Ok	If you have specific concerns, please forward them. Self-serving emails like this don't give our team muc
A.15 City Disposal Group 2015 Inc.	1 Waste Disposal	18,969.50	Waste Disposal	16,312.50		14,579.00 <sup>OK</sup>	8,107.00 <sup>Ok</sup>	24,458.00 Ok	

1 of 6

	APRIL 2023		MARCH 2023	FEBRUARY 2023	JANUARY 2023	DECEMBER 2022		
No Vendor name Orde		Apr 2023 Amount JC C		Mar 2023 JC Comments (Mar 2023) Amount \$			Dec 2022 Amount JC Comments (Dec 2022)	Mark Kilfoyle comments (31st Jan 2023)
A.16 City Noise Exempt Permit	1 Noise exemption	-	Noise exemption	-		· · · · · · · · · · · · · · · · · · ·		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		
A.18 Clonard Group Inc.	1 Site disinfection	1,730.00	Site disinfection	1,730.00	1,730.00 NOT APPROVED: 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 fallure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mizrahi	charged to the project  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 Dez 2022 It should be noted that the increased cost of work is due to delays evident from increases in budget and schedule slippages.	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
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 S% 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: 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: 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, Mizzahi for improper planning. Additional costs due to improper planning and execution which should not be project costs and be borne by the Contractor, Mizzahi	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:  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:  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	
A.23 Edwal Building		16,800.00						
Maintenance Ltd. A.24 E S Fox	1 Rail Climbing system	119,037.24	Rail Climbing system	105,670.02	35,000.00 APPROVED CONDITIONALLY:  Coco is not provided a copy of the contract so this amount is approved on the condition that it is for the permanent			
A.25 Enbridge	1 Gas supply costs	25,007.63	Gas supply costs	208,586.21	rail climbing system.		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.	
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:  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 Miznahi project and not related to The One Project.  The costs and expenses of a Site Super are excessive and extraneous. Why is Estaban Taveling to Europe? Milan? Please explain. Mizrahi continues to plague the Project with excessive unjustified expenses.		
A.27 Fedex	1	111.97	Davishia washan sadawa sukar	119.41	726.68			
A.28 GNB Global Inc. A.29 Hardwall	1 Reusable weather enclosure system 1	5,716.48 8,330.20	Reusable weather enclosure system	12,640.16 -	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: 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: 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	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				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: 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, Mirahi 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.	

	APRIL 2023		MARCH 2023		FEBRUARY 2023	JANUARY 2023	DECEMBER 2022		
No Vendor name Order	r Supply of:	Apr 2023 Amount \$	JC Comments Supply of:(Apr 2023)	Mar 2023 J Amount \$_	C Comments (Mar 2023)	Feb 2023 Amount <sup>JC Comments</sup> (Feb 2023) _\$	\$	Dec 2022 Amount JC Comments (Dec 2022) \$	Mark Kilfoyle comments (31st Jan 2023)
A.33 Jane - Trip to Italy  A.34 KMJ Industrial  Contractors Inc.	Supply manpower & equipment storage for Electrical Transformer	- 964.60	Supply manpower & equipment storage for Electrical Transformer	232.30			246.98 NOT APPROVED: Who is Jane McGrath? How is this project related expense? This trip costs is completely personal and are not project related.  732.30 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, Mizahi		
A.35 Live Patrol Inc.	1 Surveillance - CCTV	7,000.00	Surveillance - CCTV	6,100.00		6,100.00 NOT APPROVED:  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  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.		This is an invoice for the build out of the mock suite for Hyatt necessary to approve the mock-up suite an 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  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	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 unsubstraited 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 II for costs overruns	the GC. These costs are a Project cost.
A.38 Mr. Case Convenience	1	-	Convenience store items	546.68		to Contractor	465.76 Why is convencience 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  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		e
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: 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, Mizzahi		
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, Mizrahl and should be recovered from them.	1,624.95 Charges that are being paid due to delay 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 charge back to the Contractor, Mizrahi Inc.	
A.42 Pro Sling & Safety Inc.	1		Miner Belt	-			127.50 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	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, Mizarahi 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: 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, Mizzer	21,853.39 NOT APPROVED: 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, Mizzahl	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	
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	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 charge back to the Contractor, Mizrahi Inc.	
A.45  QMS Courier Services	1		Mailing service	27.45					N This \$7.00 invoice was incorrectly billed to the Project. It will be credited in the next billing cycle.
A.46 QMS Courier Services A.47 R & D Architectural	1	10,253.50	Credit for Dec 2022				- 24,458.00 Credit for charges in Dec 2022 for mail sent to BALDWIN SENNECKE HALMAN LLP		

	APRIL 2023		MARCH 2023		FEBRUARY 2023	JANUARY 2023	DECEMBER 2022		]
No Vendor name Orde	er Supply of:		omments Supply of: pr 2023)	Mar 2023 JC Comments (Ma Amount \$	ar 2023)		n 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 Safetry training	32,826.75	Safetry 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.  Same as previous month - Mizrahi should be asked to obtarin competitive quotes.	26,253.75 Includes Health and Safety services on nearly daily basis \$26k. More cost-effective solutions  Same as previous month - Mizrahi should be asked to obtarin competitive quotes.	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	We cannot respond to a generic question. You mak 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 cornerston of this industry and of paramount importance. The is significant liability associated with in-house safet training and that would be contrary to good indust practice.
A.49 Sam - Trip to Italy	1	-		-			925.00 NOT APPROVED: Sam's trip costs are completely personal and are not		
A.50 Sam - Trip to Italy	1	-		-			project related. 29,195.46 NOT APPROVED: Sam's trip costs are completely personal and are not		
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, Mizrah line, for costs overruns. Mizzah is response is unsubstantiated as to why these cannot be charged back to Contractor	project related.  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. Bent 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: 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.	
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.	
A.54 Stephenson's Rental Services	1 Heater rental	11,721.46	Heater rental	28,832.14		15,928.21 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	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.	
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.	
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 overuns. 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: 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, Mizrahl		
A.58 Super Save Toilet Rentals Inc.	1 Toilet rental	4,179.20	Toilet rental	4,493.80		4,771.18 NOT APPROVED:  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: 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:  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, Mizzahi		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	the GC. These costs are a Project cost.
A.61			Mileage			11,873,27 NOT APPROVED  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, Chian visit frees let. 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.		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 Ord	ler Supply of:	Apr 2023 Amount JC			Feb 2023 Amount JC Comments (Feb 2023)	an 2023 Amount JC Comments (Jan 2023)	Dec 2022 Amount JC Comments (Dec 2022) Mark Kilfoyle comments (31st Jan 2023)
A.62 Toronto Hydro	1 Rental for pump	38.60	(Apr 2023) Rental for pump	Amount \$ 34.99	38.60 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, Mizzahi	36.32 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, Mizrahl	35.14 Rent charges that are being paid due to delay in project construction should be the GC. These costs are a Project cost. charged back to the contractor, Mizrahi Inc.
A.63 Toshiba	1 Office copier rental charges	555.41	Office copier rental charges	-	379.07 NOT APPROVED:  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, Mizrahl	527.83 NOT APPROVED: 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, Mixariha is It is the contractor's negligence causing the damage to the third		
A.65 Turbo Concrete Cutting & Drilling Inc.	1		Scanning for concrete works	2,800.00	party.  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
A.66 Uline Canada Corp.	1 Safety hats Storage box and Office supplies	2,720.70	Safety hats Storage box and Office supplies	928.03		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, Mizrahl	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 NOT APPROVED:	n, under Category (B)						
Following Items are not appr B.01 Astley Gilbert Inc.	oved, please refer to comments for each item below: 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 hargeable to the Project and charged to Mizrah 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 onset as there was alternate space available that was sufficient to manage the construction personnel and threefroe, 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	that are related of be borne	e food & ment expenses not Project osts and should				
B.02 Jane McGrath B.03 Joe Wilson	2	-		343.39 Refreshment supplies are not Project related expenses and is Contractor's cost. 658.62 Relates to meals for staff are not Project related	143.93 Refreshment supplies		
B.04 Jonathan Isenegger	2	could ha avoided construc could ha the cont This shou recharge	naterial, which we been If the ion schedule we been met by actor, Mirarhi. Id be	and is Contractor's cost.  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	License for Construction management	-	License for Construction management	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,			
B.07 Todd Hallam	software  1 Travel to Hong Kong, Singapore & Guangzhou	how trav claimed the Proje approve it does n	software  ROVED: lemonstrated	Mizrahi.			

	APRIL 2023			MARCH 2023	FEBRUARY 2023	JANUARY 2	2023	DECEMBER 2022		
No Vendor name Orde	er Supply of:	Apr 2023 Amount	JC Comments Supply	r of: Mar 2023	C 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)
			(Apr 2023)	Amount \$		\$				
B.08 Triovest	2 Office rent & misc. charges	37,501.03 NC	OT APPROVED: Office	rent & misc. charges 38,693.80	NOT APPROVED:	77,318.60 NOT APPROVED:		Same as earlier month. Mizrahi fails to substantiate why		Site H There are no grounds to charge back these costs to
			continuation from evious months, Office		n continuation from previous months, Office	In continuation from previous months, Office		these costs are not recoverable from Contractor, Mizrahi's		This the GC. These costs are a Project cost.
			ent - Mar 2023 - 2		Rent - Feb 2023 - 2 Bloor Inc Site H 38,659.30	2023 - 2 Bloor Inc Site H 38,659.30 should be cost. This was disapproved, and the Lender su		failure to perform.	was disapproved, and the Lender	
		Blo	oor Inc Site H		hould be contractor cost. This was disapproved,	rental agreement is not provided to Coco. Fur			supported, rental agreement is not provided to Coco. Further, this is a co-	st that
			,659.30 should be		and the Lender supported, rental agreement is	cost that is avoidable had the project been co			is avoidable had the project been	st tilat
			ntractor cost. This as disapproved, and		not provided to Coco. Further, this is a cost that	time by using existing space in the project.	•		completed on time by using existing s	pace
			e Lender supported,		s avoidable had the project been completed on	Mizrahi fails to substantiate why these costs a			in the project.	
			ntal agreement is not		ime by using existing space in the project.	recoverable from Contractor, Mizrahi's failure	to perform.			
			ovided to Coco. rther, this is a cost		Mizrahi fails to substantiate why these costs are					
			at is avoidable had		not recoverable from Contractor, Mizrahi's					
			e project been		ailure to perform.					
			mpleted on time by		andre to perform.					
			ing existing space in eproject.							
			izrahi fails to							
		sul	bstantiate why these							
			sts are not							
			coverable from intractor, Mizrahi's							
			lure to perform.							
D.OO. Mad Surana Materials	2		·	212.61	NOT APPROVED:	178,293.46				
B.09 Vlad Expense - Materials	2	-				1/8,293.40				
					ncremental cost are now being incurred after					
					he construction completion date committed to					
					he senior lender. Notice of default has been					
					erved for failure to complete construction by					
					enior lender. This cost is now being incurred					
					lue to Contractor's fault and is recoverable from					
					Contractor, Mizrahi					
C NOT APPROVED:										
	r than allowed in the Arbitration Award.									
				n costs, currently estimated at approximately \$560 million, will l	e reduced to 3.5%, of which 1.5% will continue to					
be paid to Mike Clark, and the	remaining 2% will be paid to MI in respect of i	its ongoing, but reduced, constr	uction management dut	ties."						
C.01 CM Fee	2	33,874.57		56 192 70	NOT APPROVED:	41.075.57 NOT APPROVED:	29 129 16	NOT APPROVED:		
C.UI CIVITEE	4	35,674.37			The CM Fee is supposed to be at 2.0% as per the	The CM Fee is supposed to be at 2.0% as per t		The CM Fee is supposed to be at 2.0% as per the binding		
					pinding Arbitration Award in lieu of 5% charged	Arbitration Award in lieu of 5% charged in this		Arbitration Award in lieu of 5% charged in this invoice.		
					n this invoice.					
	SUB-TOTAL	711,365.93	SUB-TO		ii uiis iiivoice.	1,040,880.44	776,240.00		621,796.90	
	HST	711,365.93 92,477.60	SUB-10 HST	1,179,836.73 153,378.77		112,136.31	100,911.20		80,833.60	
				<u> </u>		<u> </u>			702.630.50	
	GRAND TOTAL (as per invoice)	803,843.53	GRANL	D TOTAL (as per invoice) 1,333,215.50		1,153,016.75	877,151.20		/UZ,63U.5U	

## **MIZRAHI INC.**

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

Date: 22nd February 202	3		BUDGET					CONTRACT SUM		
DIVISION	Category	ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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 SU	JB 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 (Brea	akout 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	

DIVICIONS	CITE WORK									
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
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 Terrac	es	Incl.above	-	Incl.above		-	-	-	-	
GranularSupply		-	-	-		-	-	-	-	
Fountains		-	-	-		-	-	-	-	

DIVISION	Category	ALTUS GROUP PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON FILE WITH COCO
Curbs, Walks & Stairs		-	-	-		-	-	-	-	
MunicipalCurbs		-	-	-		-	-	-	-	
AsphaltPaving		-	-	-		-	-	-	-	
UnderslabDrainageandSOG		-	-	-		-	-	-	-	
Demolition		115,000	-	115,000	AllowanceforDundonald	-	-	-	-	
VerticalDrainageBoard		-	-	-		-	-	-	-	
Fences		-	-	-		-	-	-	-	
MechanicalUndergroundSe	rvices	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(FoundationtoGre	ound)	11,729,017	-		Hardwall(ExecutedContract)	11,969,793 -	240,776	-	11,729,017	11,969,793
Formwork(Level1Mto18)		24,469,875	-		Hardwall(UnexecutedContract/Invoid	24,251,096	247,981	-	24,499,077	
Formwork(Level19toTOH)		31,446,395	-		Hardwall(UnexecutedContract/CM)	31,446,395	-	-	31,446,395	
Rebar Supply		15,195,742	-	15,195,742		6,336,068	-	8,859,674	15,195,742	
Rebar Labour		Incl.infrmk	-		Includedinformwork		-	-	-	
RebarAccessories		Incl.inrebar	-	inci.inrebar	Includedinrebar		-	-	-	
ConcreteAccessories		-	-	-	IncludedinDivision1		-	-	-	
ConcreteCuttingandCoring		14.076.541	-	-	lances	C 007 444	-	-	14 076 541	
Concrete Supply		14,876,541 Incl.infrmk	-	14,876,541		6,907,444	-	7,969,097	14,876,541	
ConcretePouringLabour ConcreteFinishing/Levelling			-		Includedinformwork		-	-	-	
PumpedConcreteRental		2,500,000	-	2,300,000	Allowanceforresidentialfloors		<u>-</u>	_	_	
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
DIVISIONS TOTAL		100,217,370		100,217,370		00,510,750	7,203	10,020,771	37,740,772	11,303,733
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	1,246,822	,	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	-
							-		<u> </u>	
DIVISION5	METALS									
StructuralSteel(SupplyandIr	nstall)	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 Labourand Materials		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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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	_	_	_	- Г	-	_	-	-	
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	-	-	-	-	-	-	-	-	
KitchenandBathroomCabine	ets	6,989,105	-	6,989,105	-	-	-	-	-	
SlidingClosetDoorsandShelv	ves	-	-	-	-	-	-	-	-	
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	s(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	•	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

Hardware Retail	1,323,778 105,672,529  - 856,124	102,562,188
Incl.inabove	- 856,124 - - - - - -	102,562,188
Incl.inabove	- 856,124 - - - - - -	102,562,188
ShowerDoors   SkylightSystems   TOTAL   TOTA	- 856,124 - - - - - -	102,562,188
Note	- 856,124 - - - - - -	102,562,188
DIVISION8   FINISHES	- 856,124 - - - - - -	102,562,188
Division9   Finishes	- 856,124 - - - - - -	102,562,188
Stucco         - <td>- - - - -</td> <td></td>	- - - - -	
Stucco         - <td>- - - - -</td> <td></td>	- - - - -	
Drywall         Hotel         Incl.above         -         Incl.above         -         Incl.above         -	- - - - -	
Drywall         Hotel         Incl.above         -         Incl.above         -         Incl.above         -	- - - - -	
Tile         CondoSuites         9,484,085         -         9,484,085         -         9,484,085         -	- - - - - -	
Tile         HotelSuites         Incl.above         -         Incl.above         -         Incl.above         -	- - - - -	
Tile         CondoCommon         Incl.above         -         Incl.above         -         Incl.above         -	- - - -	
Tile         HotelCommon         Incl.above         -         Incl.above         -         Incl.above         -	- - - -	
Tile         RetailCommon         Incl.above         -         Incl.above         -         Incl.above         -	- - -	
Countertops         5,655,583         -         5,655,583         -         5,655,583         -	- - -	
WoodFlooring         5,930,667         -         5,930,667         -         5,930,667         -	-	
Carpet         - <td>-</td> <td></td>	-	
Painting         2,705,112         -         2,705,112         2218840OntarioInc.(ContractOutsta         223,000         38,300         4,590           SpecialFinishes         -		
SpecialFinishes         -	-	
FinalClean 3,000,000 - 3,000,000	265,890	
	-	
WallPaper	-	
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 PREV. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET	TRADE DETAILS COMMENTS AND NOTES	CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON 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	1 Childistinia Co	_	_	_	- 1	_	_	_	_	
GymRoomEquipment		_	_	_	_	_	_	_	_	
RestaurantLooseFurniture		_	_	_	_	_	_	_	_	
DIVISION12	TOTAL	-	-	-	0	-	-	-	-	-
2					<u> </u>					
DIVISION13	SPECIALCONSTRUCTION									
DynamicDamperAllowance		-	-	-	IncludedinWalters	-	-	-	-	
SaunasandHotTub		-	-	-	-	-	-	-	-	
DIVISION13	TOTAL	-	-	-	0	-	-	-	-	-
DIVISION14	CONVEYINGSYSTEMS									
CondoElevators	CONVETINGSTSTEIVIS	28,509,323		28,509,323	Otis(ExecutedContract)	27,900,000	2,019,690		29,919,690	27,900,000
HotelElevators		Inclabove	-	Inclabove	Includedabove	27,900,000	2,019,090	_	29,919,090	27,900,000
RetailElevators		Inclabove	<u>-</u>	Inclabove	Includedabove	_	_	_	_	
JumpLifts		Inclabove	_	Inclabove	Includedabove	_	_	_	_	
Hoists		Inclabove	_		Includedabove	_	_	_	_	
DIVISION14	TOTAL	28,509,323	-	28,509,323		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 in electrical	-	-	-	-	
		·			·				•	

DIVISION	Category		TUS GROUP V. (REP. 36) BUDGET	VARIANCE	ALTUSGROUP CURRENT BUDGET		CONTRACT / QUOTES	CHANGE ORDERS	PURCHASE ORDERS	TOTAL COMMITTED	CONTRACTS ON FILE WITH COCO
SiteServices DIVISION16	TOTAL		Included 8,391,058	- 253,959	Included 18,645,017	Included in electrical	19,400,818	- 665,089	-	20,065,907	18,924,782
GRAND TOTAL			7,310,402	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>

Cc: Jenny Coco < JCoco@cocogroup.com >; Rocky Coco < Rcoco@cocogroup.com >; Wes Diong < wdiong@cocogroup.com >; The One < 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>

Sent: February 2, 2023 6:32 PM

To: Danny Chotrani < <a href="mailto:dchotrani@cocogroup.com">dchotrani@cocogroup.com</a> ; Wes Diong < <a href="mailto:wdiong@cocogroup.com">wdiong@cocogroup.com</a> >

Cc: The One < 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)
				<b>Gross Invoices</b>	Less: Clawback of	Less: Advertising &	Less: Not approved	Total amount	Net payment for	Invoices paid with	Net payment at end of
					excess paid to	Promotions	and payment	withheld	the month	only Mizrahi	this month
					Mizrahi		withheld			approval & released	[30 Jun 23]
	GC	Sub-trade	Soft costs							by IGIS/Hana	
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.

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	open consensus or account on these consensus or account on the consensus of the consensus o	or regression with the con-				ACT APPROVID: Marketing, advertising and promotion expense has ex	ceeded the													, trans, Jan 2023		Not Approved - in addition to the comments of last month, we				in addition to the comments of fast month (which licens) we shall not repeat again), we remind all Parties	N100	unitoecally ap	on Budget continues to be opposed by Sam, as per prior	o perso	incremental budget for advertising, promotion &	MARKET SAME			
	Count have not renductiongine, of the Contracting o	or many to fulface. This requires of order to Coope.				budget provided by the Credit Agreement dated Febr 2021, wherein the lender approved a \$15m limit.	uary 6th,															remind all Parties the Credit Agreement Amending Agreement dated February 8th, 2021, executed by all parties states the following:				the Credit Agreement Amending Agreement dated February 6th, 2021, executed by all parties states the following:		mentioned, th	during from 2019. As expectedly the current spend is well in except of adject. Sam agreed to present to		marketing, as the sales do not support the incremental costs, many associated to branding of MI.				
	Case and the Project reserve rights to reserve	sonis charged to the Project.				Since 2009, Coco has requested a fullcome marketing and plan with performance matrix that would provide 900. To date, Misrahi has spent amounts in excess of	a pocitive limits set															"2.02(26)(ii) the Borrower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including				"2.01(26)(ii) the Borower shall not incur marketing and advertising costs in respect of the Projects in excess of \$15,000,000 (including		Sam delivered for the Project	Coco) a budget in 2018. Inchead, d a "dry run" with Maria (accountant ct) only. Yo date, Sam has refused to						
						in the credit agreement without any consultation and from Coco.	approvals.															costs incurred prior to Tranche B advance."  Currently the Communication expenditures to done are in excess of \$17.7M. This is now in		1		coxts incurred prior to Tranche III advance."  Currently the Communication expenditures to date are in excess of \$27.7M. This is now \$2.7M.		present a bud engagement o continues to h	dget and perpetually portpones of Coco for approvals. Coco have concerns with mis-						
						Coco have not received copies of the Contract, Chang slattes or the legal claim status in a manner that is leg easy to follow. This requires Missahi to provide document	rible or															excess of \$2.7M over budget with questionable results. An extail was sent on January Ard, 2020 and to date, we have received no response from	1			over budget with no recults. Thus, in currinary, we shall not approve based upon our comments of prior months, as well as the above.		appropriation of Microhi De-	n of the budget towards "branding" evelopments. As perpetually I noted, Coop continues to be most						
						assembled order to Coco.  Coco and the Project secence rights to recover costs of																Micrahi. Thus, in cummary, we shall not approx- to sed upon our comments of prior morths, as well as the above.	or .					concerned wit	ith the misuse of the communication no accountability.						
9609300 NOTSO Not approved 36,80000 Notes			DEDECT PATER	Not approve 5.50	02.84	the Project.	09/19/2023 P	1000	19,710.00 Same 39,420.00	e as above	0401.0023 90017	2,218.56 Same a	it above.				00130190111	4,894.88 Same as \$2,842.60	above	040	000 A000	15,216.30		11180000 BV TH	19,219.0			19,210.00			35,877.60 35,877.60		12,895.00 \$1,415.00 NOTAPPROVID		
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	INCT APPROVED.  Michaeled in Smiles healed. Conso hars been asset if this suspentil search science 2008. To date, more	g a basigeti from Misrariti for				NOT APPROVED. Referrells Andas Indel.			oend	fing since Sep 2020, thus this expense is not approved. Shift has yet to confirm if the Operator agreement (Hystt) is notice.																									
	So state, Microbi has not submitted a budget Good have not resolved coolers within Contras	o the Hyall Andau Retel.  Change Onless, Estras or the				Tardatin, Marsell has not submitted a budget for the Hydit Jon Casa have not movined sopies of the Carolasti, Change Online	Denser		Mode	is to approve without a detailed budget for the Hyatt Andaz lif, requested cince Mike Clarke's departure and not lived to date.																									
	legal claim status in a manner that in legible Milmuhi to provide documents in an accept Good and the Project reserve rights to recover					the legal states diatus in a manner that is beginner except a full requires bilanahi to provide documents in an assembled order	ine This. In Green		Albus	ned 16-339.  K Reports " increased hotel & netall finishes budget \$80.5 or. These items are risks to the budget", shi comments on this payment listing schedule from the																									
No.	The commercial engagements and contracts, involvement had the payment is, made in and	w need aird without Cours				Case and the Project reserve rights to recover controllarged to The commercial engagements and controlls are negotiated a insolvement but the payment is made to avoid detriment to it.		_	2023 the A	all comments on this payment sixing schedule from their indicates that Albus no longer has a concern. However, in Nibus continues to report it still appears as a Project budget (Albus report no. 42, 43, 44 & 45 ectson 1.8)																									
mage & Associates Inc.	- Polym		150023 3086	141 141	85.77 S	1.77 pagens. 1.77	001430333	18	6,102.00 (SCAL	(Attac report no. 42, 41, 64 to 45 cocton 1.3)		\$,200.KF			= =			34.74 Same as 373.74	.35000			_			3,818,0										
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prider Inc. STABLE STAB				6,631	. 4,63				-			-			-			_			-	Not approved - Marabi renewed without			2,825.0	99		APPROVED W	with no extensions beyond thecember 1100000				APROVO	Colombinate Section and	Makes of analysis
	NGTAPPROVED. This involve relates to be set approved by some nor the extension. Budget	nuise of lease not initially of submitted since request of				APPROVED SUBJECT TO RESERVATION OF RIGHTS: This relates to extended period of insurance coverage			This	ROVED SUBJECT TO RESERVATION OF RIGHTS: relates to extended period of insurance coverage and Coco		This reli	NED SUBSECT TO RESERVATION OF RESHTS: lates to extended period of insurance coverage and Coo		60	DT APPEDVED - Marshi mnewed without neultation or approval from Coco for the period - Oct 2028 poshi's response to the same overy simply		consulta san - Oc	PROVED - Microhi renewed without rises or approval from Coco for the period t 2028 Emisponse to the came query cimply			consultation or approval from Coco for the perio ion - Oct 2003	Incurance is critical to the Project. Ha					final budget, a completion of	Coco has not bees informed of the nor why the perpetual delays in if this scope of work. Any extensions		until Coco is informed on the Wyatt premises and construction, as previously requested from Mr				
Approved	Great is concerned about increasing and & 6					is concerned about increasing cost & time overruns.			coco	received about increasing cost & time oversums.  and the Project reserve the right to recover all costs.		Coco ar	emed about increasing cost & time overnuns.  Inditine Project reserve the right to recover all costs.		po an	ints to the need for incurance and fails to decs why the extension was made without		points to address	the need for incurance and fails to why the extension was made without				no insurance would expose the Project further Exhibition.	X10				are a back chi	targe to the GC - Misrahi.						
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The contract of the contract o	Fellowing resizes 1	an appropriate process of the control of the contro	Season and the season			Sans has now from afficial couldings the outling requirement gain. March alternate consoles transmis, or according requirement	to the amorthisylates have been been provided an apparaturity to community of apparature of apparature provided an apparaturity to community of apparature of apparature provided an apparaturity to community of apparature of ap			Commission of the commission o	to James has now have a filtrate in large and part of the state of the			White last the first to the first the second of the second			,,,	Ms. Coca other than what has been pravid	Learn for the control point for the control	and the property of the proper	Basis produktan agentuning to Philips for land and disapportuning to Pro- page of floridate and lands are paged floridate and paged f	Control of the Contro	affendad as being nother staffing requirements and no	mility back and Commission a making			promise to the state of the sta		
The state of the s	And the second s	The state of the s	Season and the season			Sans has now from afficial couldings the outling requirement gain. March alternate consoles transmis, or according requirement	to the amorthisylates have been been provided an apparaturity to community of apparature of apparature provided an apparaturity to community of apparature of apparature provided an apparaturity to community of apparature of ap			Considerate provide of engineering to engineering the engineering of engineer	to James has now have effectively larger to the party of			Section for the contract of th			,,,	Ms. Coca other than what has been pravid	Committee in section from definition for this high profits and committee in section of the secti		Bears provided an agreement's pro- fer use of information and an agreement of a pro- page and formation and are a pro- page and formation and are a pro- page and a provided and a provided and a propagation and a provided and a provided and a pro- page and a provided and a provided and a pro- page and a provided and a provided and a pro- page and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a provided and a provided and a pro- page and a provided and a pro- page and a provided and a pr		affendad as being nother staffing requirements and no	mility back and Commission a making			personne Ro		
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Name	Date	Description	an Ma	r 2023 Open Pa Balance mont	ayment for this nh (21 July 2023)	OCO APPROVED OR OT APPROVED (N.A.)	Date	Description	Mar 2023 Ope Balance	lpen Paymen month (20 .	tor this COCO APPROVE	VED OR De	te Descrip	ion	Mar 2023 Open COCO APPROVED OR Balance NOT APPROVED (N.A.)	late Descripti	on Mar 21	1923 Open COCO AP NOT APPR	PPROVED OR ROVED (N.A.)	Description	Feb 2023 Ope Balance	n COCO APPROVED (N. NOT APPROVED (N.	OR Date	Description	Jan 2023 Open Balance	COCO APPROVED OR NOT APPROVED (N.A.	Date Desc	scription	Dec 2022 Open Galance OR NOT APPROVED (N.A.	D Date Descriptio	n Nov 2022 Oper Balance	COCO APPROVED OR NOT APPROVED (N.A.)	Date Descript	on Galance	en COCO APPR NOT APPROV	OVED OR Date	te Description	Sep 2022 Open COCO API Balance NOT APPR	PROVED OR OVED (N.A.)	Description As	2022 Open Balance OR NOT	APPROVED IC COMMENTS
Bell Canada																													APPROVED (N.A.	C)				_								(K)
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	07/01/2023	3 Jul 2023		14.78		proved	06/01/2023	Jun 2023		14.57	14.57 Approved	05/0	H 2023 May 2023		14.31 Approved 6	01/2023 Apr 2023		15.22 Approved	02/11/202	13 Mar 2023	15.	LSS Approved	02/11/2023 Feb 202	12	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	10016	1/2022 Oct 2022	13.91 Approved	09010	2022 Sep 2022	13.77 Not appro	company, not applicable to the Proj
Total Bell Canada CBRE Limited				14.78			-		14	14.57	14.57				14.31			15.22			15.5	56			14.56				14.72		14.3	10		13	3.96			13.91			13.77	
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															purpose of the report is not provided to Coco and therefore.																											
Total CBRE Limited Dentons Canada LLP				-	-					_		04/27	/2023 23-APPRTOR-0233	PAID	29,380.00 cannot approve such services. 29,380.00							_			$\vdash$						-	-		1	_			-		-		
Dentons Canada LLP							-								NOT APPROVED:																											
															Unable to approve as neither details nor invoice has been																											
															provided by Mizrahi team to Coco, even though amount has																											
Total Dentons Canada LLP										-		05/02	2023 TBD - NEED IN	PAID	18,000.00 Deen paid Brough ID account																											
Home Construction Regulatory Aut		-																									-			11/28/2022 APP-502134	12 500	00 Approved										
Total Home Construction Regulatory A IGIS Global Private Placement Real	Authority Estate									-															1						500.0	10			-							
	•																																		IGIS handling	fee -						
Total IGIS Global Private Placement R Livingston International Inc.	Real Estate				-					-		06/3	1/2022 08312022 Qualer		2,801,911.00 Approved 2,801,911.00								2/27/2023 PREFIEW	al - Extension 2/28/2023 -	2,755,194.00	Арргона					1		08/31/2022 08312022	3,692,961 3,692,961	1.00	CT BOTH J.						
Livingston international sit.													1								-				1						-11	1										
															INT. (APPENDING).  This is a fee felded mode-op, for which he bodged has been pending since Sipp 2020, thus the second se																											
															pending since Sep 2020, thus this expense is not approved.																											
															Mizrahi has yet to confirm if the Operator agreement (Hyatt) is																											
															still active. Unable to approve without a detailed hurinet for the Must																											
															Andaz Model, requested since Mike Clarke's departure and																		E E									
															not received to date. Aftus Reports " increased																											
															hotel & retail finishes budget \$30.5 million. These items are																											
															Missahi comments on this payment listing schedule from																		E									
															Dec 2022 Indicates that Albus no longer has a concern.																											
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												onio	12023 404-725856		All an Reports'. Accessed them is a result finates to body to the finate for the second finate of the finate finate and finates of the finate finate and finates (convenient on the payment into public shoulded from the finates of the finates finat																											
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Total Master Insurance Limited. Mizrahi - HC														l:															124,660.11		445,696.0	12			-							
															NOT APPROVED:																											
															Advance payment for material for which no contract has been provided to Coco. Therefore,																											
Detal International CM Fee											-	05/00	1/2023 C1336(Aluminum	(atrusions)	731,589.35 Coop is unable to approve. 35,599.47 99,916.55 866,595.37																							-				
HST Total Mizrahi - HC							-			-	-			PAID	99,916.55 868,505.37																			-								
The Treasurer, City of Toronto											APPROVED SUBJE	DOT TO																														
											RESERVATION OF These are increment	RIGHTS;																														
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											completed the const time. Coco is concerned a	shout																														
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											Coco and the Projec	d reserve																														
							1				the right to recover a incurred from Micrah Developments Inc. fi																															
							07/04/2023 Juli0	42023 - Property Tax	F-1 696.452	52.30 69	that are unjustifiable unreasonable. 5,452.30	e and																														
Total The Treasurer, City of Toronto TD Wire Fee									696,453	52.30 69	5,452.30											_			1						-1		-		-			<b> </b>				
0 x Outward Remit @ \$50					-																	-			50.00	Approved			50.00	TD to other bank	50.	00	TD to other bank		50.00	TD to other	her bank					
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TOTAL				14.78	-				696,466	66.87 696	,466.87				5 3,738,093.47		\$	15.22			\$ 15.5	56			\$ 2,755,258.56				\$ 124,724.83		\$ 446,260.3	12		\$ 3,693,024	1.96			\$ 13.91		\$	13.77	

#### 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	% Complet e	Holdback	Current Holdback Returns	Current Month Less Holdbacks	Total Holdback's O/S	Contracts, COs & POs with COCO	Contracts, COs & POs NOT 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		-	-	232.30	166.15	-	-
Т	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

ANNEXURE 1 - RECOVERABLE COST COMMENTS Mizrahi Inc. INV # DATE 07/12/2023 INV # C1343 DATE 05/12/2023 INV # C1328 DATE 04/13/2023 INV # C1312 DATE 03/13/2023 INV # C1300 DATE 02/13/2023 INV # C1282 DATE 01/11/2023 INV # DATE 06/13/2023

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. See comments on Mizrahi - GC is	in main body of the Payment List under Wires for default notice

General Comment Mizrahi Inc. is resp	onsible for the recoverable costs due to lack of completion of the	e Project in accordance with Project schedule (substantially completion of	date December 2022). Lender has sent Notice of Default for failure to complete the	Project within the deadline. See comments on Mix MAY 2023	zrahi - GC in main body of the Payment List under Wires for default no	itices served.	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 Supply of: Amount \$	Apr 2023 Amount S	JC Comments (Apr 2023) Supply of:	Mar 2023 Amount JC \$	Comments (Mar 2023)	Feb 2023 Amount JC Comments (Feb 2023)		dec 2022 Amount JC Comments (Dec 2022) Mark Kilfoyle comments (31st Jan 2023)
A.01	Active Transport Inc.	1 Trailer Detention & freight	NOT APPROVED.  Incremental cost are now being incurred after the construction outpetion 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, Murahi	Trailer Detention & freight	25,575.00 Trailer Detention & freight	24,750.00	Trailer Detention & freight	25,575.00		NOT APPROVED:  Service cost are now being incurred after the construction completion date committee to the senior lender. Notice of 23,100.00 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, Matzahi	NOT APPROVED:  Service cost are now being incurred after the construction completion date committee to the senor lender. Notice of 61,150.00 default has been served for failure to complete construction by senior lender. This cost is now being incurred due to Constructor's fault and is recoverable from Constructor, Misrahi.	Delay in progress on site has caused costs to be incurred for this windor for trailer.  6,675.00 determine, executive environment lines and should be removed. The second second of the second second of the Miscala line.
A.02	AlumaSafway Inc.	1 Scaffolding system	NOT APPROVED: Incremental cost are now being incurred after the construction incremental cost are now being incurred after the construction proprietor date committed to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This cost in row being incurred due to Contractor's fault and is recoverable from Contractor, Murahi	Scaffolding system	177,540.00 Scaffolding system	84,186.00	Scaffolding system	125,095.00		NOT APPROVED:  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, Mirrahi.		Total content us maked at 2.5 min vergoal content use maked at 2.5 min vergoal content of 2.4 min, breast as directly attributable to the delays on site by the 90,535.00. The delays content was min and the user men for the second of the sec
A.03	Amherst Concrete Pumping Ltd.	1 Concrete pouring and labour	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to 123,384.95 The series lender, Notice of default to been served for failure to complete construction by parise Merch. This cost has well being incurred due to Contractor's fault and is recoverable from Contractor, Misrahi	Concrete pouring and labour	127,998.65 Concrete pouring and labour	122,589.07	Concrete pouring and labour	84,815.13		NOT.APPROVED:  Service cost are now being iscurred after the construction completion date committed to the service leaf. Notice of 484,131.01 default his Seen served for failure to complete construction by senior inefact. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Marzahi	NOT APPOVICE:  Service cost are now being incurred after the construction completion date committed to the senior lender. Notice of 48,137.08 default has been served for faulter to complete construction by senior lender. It is cost in sow being incurred due to Constructor's fault and is recoverable from Constructor's fault and is recoverable from Constructor.	Places provides y execution, being non-section of the connected unit class and costs to the account of the contractor, Misraèl Inc  72,652.79 account of the contractor, Misraèl Inc 12 months, You should be giving us recognition for learned invoice of \$7.60 find an invest provide of \$7.60 find an investigation for the second of \$7.60 find an investigation o
A.04	Astley Gilbert Inc.	2 High speed blotting bond and binding	NOT APPROVED: Incremental service cost are now being incurred after the construction 200000 20000 20000 20000 20000 20000 20000 20000 20000 20000 20000 20000 20000 20000 20000 2000	High speed blotting bond and binding	200.00 High speed blotting bond and binding	556.40						Please provide a questions, but so you are aware this
A.12	Brickeye	1 Nobe Monitoring Kit	NOT APPROVED  Incremental service cost are now being incurred after the construction  1,170 00 completion date committed to the senior lindor. Notice of default has  cost is now being recurred due to Contractor's fault and is recoverable from Contractor, Misrahi	Noise Monitoring Kit	1,170.00 Noise Monitoring Kit	1,170.00	Noise Monitoring Kit	2,340.00		NOT APPROVED:  Same as provious month: Mark's response to Cocci queries from Dec 2022 queries unbudiestratisted as to sive flore from Dec 2022 queries unbudiestratisted as to sive flore from Dec 2022 queries unbudiestratisted as to surplice and service of default for failure to complete the project flore 2022.	NOT AMPROVED:  Same as previous model. Mark's response is  2,340,000 unsubstantizated as to with rece cannot be charged to as to Contractor when there is a sensor lender's notice of disfrast for faulter to complete the project by the 2022	Printed provide a dependant, and to op our and wash that the charges that are being gold due to de viso device and even larmous management and the provide and the charges that are being gold due to be device and the larmous and the charges that are being gold due to the device and the charges and the provided and the provided device and the provided and the pro
A.13	Canadian Springs	1 Bottled water	NOT APPROVED: Incremental service cost are now being incurred after the construction generated to the committed to the serior lender. Notice of default has generated to the complete control to service for default has cost is now being incurred due to Contractor's fault and is recoverable from Contractor, William Control Contractor's fault and is recoverable from Contractor, William Control Contr	Bottled water	486.53 Bottled water	476.27	Bottled water	638.43		267.83 ок	668.36 Ok	
A.14	Central Fairbank Lumber	1 Lumber	NOT APPROVED.  Incremental service cost are now being incurred after the construction completion date committed to the sensor lender. Hotice of default has been served for failure to complete contraction by sensor lender. This recoverable from Contractor, Murah!	Lumber	9,580.81 Lumber	9,365.29	Lumber	4,667.00		MOT AMPROVED.  Same as previous memb. Mail: response to Cxco'l queries from the 2022 insubstantiate as to way these careed the formation of the same to be added to the careed t	MOT AMPROVED: Same as previous more h, Mark's response is unsubstantiated as to why these cannot be charged but to 1,645.99 is unsubstantiated as to why these cannot be charged but to 1,645.99 if the control of the c	Pieza provide a quoticho. Telev por unsearched de increased casi no misso.  14.738.46 substitute proving with the vendors from test casine proving a vendor for telepre costs as low as they same jumple costs as low as they same jumple costs as low as they contracted. This same jumple costs as low as they same contracted proving an agregation of the period proving an account of the proving an agregation of the proving an agregation of the proving an account of the proving and account of the proving and account of the proving an account of the proving and account of the proving and account of the proving an account of the proving and account of the proving an account of the proving and account of the proving an account of the proving and account of the proving and account of the proving and account of the proving an account of the proving an account of the proving an account of the proving and account of the proving and account of the proving and account of the proving an account of the proving and account of the
A.15	City Disposal Group 2015 Inc.	1 Waste Disposal	APPROVED SUBJECT TO RESERVATION OF RIGHTS:  2.0. Cost are incurred after the construction completion date committed to 20,450.00 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, Misrahi	Waste Disposal	17,693.00 Waste Disposal	18,969.50	Waste Disposal	16,312.50		14,579.00 ок	8,107.00 ok	24,458.00 Ok
A.18	Clonard Group Inc.	1 Site disinfection	NOT APPROVID.  Incremental service cost are now being incurred after the construction outpetfor date committed to the senior fender. Notice of default has been served for failure to complete construction by senior fender. This cost is now being (corrected due to Contractor's fault and is recoverable from Contractor, Micrail	Site disinfection	1,730.00 Site disinfection	1,730.00	Site disinfection	1,730.00		NOT APPROVIDE.  Retained accept an enw being incurred after the construction complete or new being incurred after the construction complete or determined accept are new being incurred after 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 it recoverable from Contractor's fault and it recoverable	Same as previous month - Mark's response is unconstanted as twelve flower carend be charged data to be constanted by the constant the charged data to constant the charged data to constant the constant	Have you researched the increased costs in the 2021 rate was \$2,160 v 2022 rate at 3,460.00. Why is their an excalation in rates 3,460.00. Why is their an excalation in rates 3,460.00 and propriety displayed by the contractor of the contract of the contr
A.22	Dell-Core	1 Props and beams, safety fence, rack	APPROVED SUBJECT TO RESERVATION OF RIGHTS: Cost are incurred after the construction completion date committed to 10,376.45 the senior senior. Notice of details to been served for failure to object contraction by anyone leved. The city is to see level section due to Contractor's fault and is recoverable from Contractory, Misrael	Props and beams, safety fence, rack	15,126.30 Props and beams, safety fence, rack	21,749.04	Props and beams, safety fence, rack	37,280.85		NOT APPROVIDE Some as previous month. Marks' response is unsobstantiated as to why these cannot be charged back to 6,819.74  6,819.74  for latter to complete the project by Dec. 2022. It should be noted that the increased cost of which is decided to distribute to complete the project by Dec. 2022. It should be noted that the increased cost of which is due to distays evident from increases in budget and schedule signapse.	Same as prefixed month. Mark's regionse is unsubstantiated as to why these cannot be charged back to contractor when them is a second lend response to the charged back to consider the project by Dec 2022. It is closely be contracted when them is a second render's order of default for failure to complete the project by Dec 2022. It is closely be contracted by the contraction of the contract of th	Charget that are being gold due to delay in  Charget that are being gold due to delay in  14,664.61 project construction should be charged back. There are no grounds to charge back these costs to the to the constructor, Minahl Inc. for costs  OC. These costs are a Project cost.
A.24	E S Fax	1 Rail Climbing system	APPROVID SUBJECT TO RESERVATION OF BIGINTS: Cost are incurred after the construction completion date committed to 439,530.87 the senior lender. Notice of default has been carved for failure to complete construction by perior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Miarahi	Rail Climbing system	479,068.05 Rail Climbing system	119,037.24	Rail Climbing system	105,670.02		35,000.00  APPROVED CONDITIONALLY:  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	NOT APPROVIDE. Incremental service cost are now being incurred after the construction remements are vivice cost are now being incurred after the construction completion date committed to the serior lender. Notice of default has present according to the complete construction by serior lender. This cost is tool being incurred due to Contractor's fault and is recoverable from Contractor's fault and is recoverable.	Gas supply costs	6,484.37 Gas supply costs	25,007.63	Gas supply costs	208,586.21				Generator costs that is avoidable costs had the project been completed on time. This is there are no grounds to charge back these costs to the shoot of the charged back the contractor, Misrath for delay cased by them.  GC. These costs are a Project cost.
A.30	Herc Rentals Inc.	1 Rental accessories i.e., Fence, Work lights etc	APPROVED DUBLICT TO SESSIVATION OF REIGHTS.  Cot are bounded their the construction completion date committed to 5,006.00 the serior lender. Notice of details has been served for failure to complete construction by serior lender. Notice is now being incurred due to Contractor's fault and is recoverable from Contractory, Mitrahl	Rental accessories i.e., Fence, Work lights etc	9,059.70 Rental accessories i.e., Fence, Work lights etc	7,370.60	Rental accessories i.e., Fence, Work lights etc	33,539.90		NOT APPOIVE: Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been senior effort faure to complete construction by senior lender. This cost is now being incurred due to Constractor's fault is recoverable from Contractor, Misrahi	NOT APPROVED: Incremental cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been service of for failure to complete construction by senior lender. This cost is now being incurred due to contractor's fault and is recoverable from Contractor, Mürahi	Rent charges that are being pold due to delay .  5,006.00 In project constructions about be charged back to the contractor for costs overruns .  C. These costs are a Project cost.
A.32	Imperial Parking Corp.	1 Parking for employees and contractors	NOT APPROVED.  Incremental service cost are now being incurred after the construction momental service cost are now being incurred after the construction promption date committed to the senior lender. Notice of default has been served for fallure to complete construction by senior lender. This cost in row being incurred due to Contractor's fault and is recoverable from Contractor, Mizzahl	Parking for employees and contractors	Parking for employees and contractors	2,433.50	Parking for employees and contractors	2,483.50		NOT APPROVID: Same as previous month. Mark's response is unabstractated as to will ythere cannot be charged back to Contractor when there is a senior lender's notice of default for fallure to complete the project by Dec. 2022. It bould be noted that the increased cost of which is due to detail depart of the contractor when there is no detail or which is due to delays evident from increases in budget and schedule slippage.	Same as previous month - Mark's response it insubstantiated as to why these cannot be charged back to Contractor when there is a serior lender's notice of default for failure to complete the project by Dec 2022	Charges that are being gold but to delay in project construction should be charged back to to the construct, Marable ins. For each to the construct, Marable ins. For each there are no grounds to charge back these costs to the construction, employees and construction could not have practed in the Dies and project sould not have becurred free costs.
	Jordahl Canada Inc	Supply of Chair	NOT APPROVIDE. Incomensula service cost are now being incurred after the construction 4,810.00 4,810.00 temperature of the constitution of the service lender. Notice of default has been served for failure to complete contraction by service lender. This cost is now being incurred due to Centractor's fault and is recoverable from Connectors, Wilstein									
A.35	Live Patrol Inc.	1 Surveillance - CCTV	NOT APPROVED.  Incremental service cost are now being incurred after the construction operation date committed to the senior lender. Notice of default has been severed for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Murahi	Surveillance - CCTV	Surveillance - CCTV	7,000.00	Surveillance - CCTV	6,100.00		NOT APPOVED:  Same as previous month. Malk's response is unsubstantiated as to why these cannot be charged back to contrator when there is a sentir lender, onside or disfault of failure to complete the project by the 2022. It should be noted that the increased cont of work is due to delays evident from increases in budget and schedule sippages.	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged bask to Contractor when there is a senior lender's notice of default for failure to complete the project by Dec 2022	Reset charges that are being gold due to delay there are no grounds to charge back these costs to the 6,100.00 in project customication should be charged back to the contractor for costs ownerse.  GC. These costs are a Project cost.
A.37	Morrow Equipment Company, L.L.C	1 Liebherr Crane rental and repair charges	APPROVED SUBJECT TO RESERVATION OF BRIGHTS.  Cost are incurred after the construction conspleted data cummitted to 148,287.00  The construction of the construction conspleted data cummitted to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Misraeli	Liebherr Crane rental and repair charges	Liebherr Crane rental and repair charges	8,913.20	Liebherr Crane rental and repair charges	139,272.50		NOT APPROVED  Rent charges that are being spid due to delay in project  construction boulde be charged back to the contractor,  Misrahl inc. for costs overruns. Misrahl's response is  unsubstantiated as to with these cannot be charged back to  Contractor	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, 396,939.98 Milznahl lact, Costs overnass, Milznahl set, Costs overnass, Milznahl set, Costs overnass, Milznahl set, Costs overnass, Milznahl set, Cost overnass, Cost	Rent charges that are being paid due to delay in project construction should be charged. There are no grounds to charge back these costs to the back to the constrator, Marini Inc costs overrund.
A.39	Multitech Trades Corp	1 Power equipment rental	INCT APPROVES. Incremental service cost are now being incurred after the construction unperfect and economisted to the senior lender. Notice of default has been served for failure to complete construction by senior lender. This from Contractor, Marsale	Power equipment rental	1,500.00 Power equipment rental	1,500.00	Power equipment rental	1,500.00		NOT APPROVED  Sons a proviou mouth. Man's reproposant is  1,500.00 unsubstantiated is not seen in Man's re-proposant in  Contractor when there is a serior frader in once of default for failure to complete the project by Occ 2022	Same as previous month. Mark's response is unsubstantiated as to why those cannot be charged but to contractor when there is a sense tender's notice of disfust for feature to complete the project by the 2022.	Morrow is included in the Affair report is test Cost Constructions of should be convent under here come budget and not be convent under here come budget and not be close of Paren is a special owner. Please reprincipal 1,5000.09 and the shell yet project construction paid due to delay in project construction due to the construction of the construction because the construction of the construction management for sell incide apply as it is it shard construction.
A.40	My Construction Supply Corp.	1 Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	APPROVED SUBJECT TO BESSENTION OF BOUTS. Cat are isocomed after the construction completion date committed to 16,719.20 Complete construction by sension fundament. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Marzahi	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	Tower Chair Plastic, 50 pc bag Slab bolster (10000ft)	21,074.60	Tower Chair Plastic: 50 pc bag Slab bolster (10000th)				NOT APPROVED: Incremental cost are now being incremed after the consumeration cost are now being incremed after the consumeration cost are now being increded in the parison to the consumeration of t	
A.41	Toronto Police Service (Pay Duty )	1 Traffic management for oversize delivery	APPROVIDE DUBLICT TO ASSENTATION OF RIGHTS: COL are incurred that the construction completed odds committed to 23,184.00 the series Index Notice of details has been served for failure to complete construction by series index. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mitrahl	Traffic management for oversize delivery	34,155.00 Traffic management for oversize delivery	5,796.00	Traffic management for oversize delivery				The project is delayed and senior lender has served with notice of default for failure to complete construction and 828,00 close by 0e; 2022. These charges should not be borne by owner as the delay is caused entirely by Construction Constructor, Mizrahi and should be recovered from them.	Charges that are being good due to delay in progress of contraction of the contraction of the charged back to the contraction for contraction of the contraction for costs overvince. These in the rare are grounds to charge back these costs to the accordance of the contraction of the contraction. Managin for the Contraction, Managin for the contraction, Managin for the contraction, Managin for the contraction, Managin for the contraction of the con
A.42	Pro Sling & Safety Inc.	1 Supply of safety material	APPROVED URBELT TO RESERVIDENT FEBRUARY.  Copy are bounded in the electrication consistent data committed to the february of the committed consistent data committed to the service february to consistent the service february to complete construction by persion lender. Notice to fembuary to complete construction by persion lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mitrahl		1,811.55		Miner Belt				NOT APPROVED: Incrementation are now being incurred after the construction completion date committed to the senior 127.50 Inender. Notice of default has been senior off for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Märahli	As project is dislayed, these charges are being for the control of the control o

		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 Supply of: Amount \$	Apr 2023 Amount \$	JC Comments (Apr 2023) Supply of:	Mar 2023 Amoun	nt JC Comments (Mar 2023) \$	Feb 2023 Amount % Comments (red 2023)  S  NOT APPROVED:	an 2023 Amount Sc Comments (san 2023)  NOT APPROVED:	Dec 2022 Amount JC Comments (Dec 2022)  Mark Kilfoyle comments (31st Jan 2023)  This assertion regarding Home Depot may not be an
A.43	Proline Hardware Ltd.	1 Hardware items	APPROVED SUBJECT TO RESERVATION OF Boards.  Cost are incurred after the construction completion date committed to 13,700.10 the size included subject in backer store date for failure to complete construction by senior lender. This cost is now being incurred due to Construction's by senior lender. This cost is now being incurred due to Construction's fault and is recoverable from Constructor, Manual.	Hardware items	21,951.30 Hardware items	9,073.54	Hardware items	28,985.28	i	Aulde from the excession costs as per periodus months, better is improper planning to optimize costs. Further, incremental cost are now being incurred after the construction 15,506.5 decompletion date committed to the sensor investment of default has been served for failure to complete construction of the construction of the construction of the construction of period present femine. The cost is now being investment due to Construction's fault and is recoverable from Constructor, Martine.	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 operation dates committed to the sense includer. Notice of default has been served for failure to complete construction of the committee committee construction of the committee committee construction of the committee construction of the committee committee construction of the commit	Costs are excessive and no accountability of material usage to the fair. Unlesses are not legible and the material consumption is not 16,422.50 for e.g. 2.127 Closk streen 2.300 pc to be for e.g. 2.127 Closk streen 2.300 pc to be consumed as the product of the product of being the consumed to the product of the product of the product of the product of the product of deliver these latems used significantly increase the demand of the product of deliver these latems used significantly increase the deliver the latems used significantly increase the deliver the latems used significantly increase the deliver the latems used significantly increase the deliver the latems used sig
A.48	Safety First Consulting	1 Safetry training	APPROVED SUBJECT TO RESERVATION OF BIGHTS:  Cost are incurred after the construction completion date committed to 6,723.6 for the circle feet for feet of feet status has been served for failure to complete committed to be served by the feet of feet of the complete committed by self-self-self-self-self-self-self-self-	Safetry training	31,308.75 Safetry training	32,826.75	Safetry training	30,742.50	,	Includes Health and Safety services on nearly daily habis \$338. More root effectives solutions are not being explored by the containers, Malania.  Same as previous month: Marzaki should be asked to obtain competitive quotes.	Includes Health and Safety services on nearly daily basis \$260. More cost-effective southcross. 26,253.75  Same as previous month. Murrah should be asked to obtains competitive quotes.	Costs are encousive. First aid and CFR training is only \$446.00 to \$1500 is being charged to be secured. See what is only \$446.00 to \$1500 is being charged to be seen to see execution. But what is only \$446.00 to \$1500 is being charged to be seen to see execution. But what is being the seed to \$1500 is being charged to see execution. But the see execution of \$1500 is \$1
A.51	SCAF-TECH INC.	1 Scaffolding overhead protection	APPROVED SUBJECT TO RESERVATION OF RIGHTS:  On a re incurred after the construction completion date committed to 9,296.00 the senior lender. Notice of default has been served for failure to senior lender. Notice of default has been served for failure to complete construction by socied indict. This cut is now being incurred due to Contractor's fault and is recoverable from Contractor, Marahi	Scaffolding overhead protection	29,162.00 Scaffolding overhead protection	3,576.00	Scaffolding overhead protection	22,537.00		Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Marsah loc. for costs oversum. Marsah's response is unsubstructured as to why these cannot be charged back to Contractor	Rent charges that are being paid due to delay in project construction should be charged back to the contractor, Microbit Lector costs overruss. Microbit response is unsubstrainted as to lay trace cannot be charged back to Centractor.	Overhand hourding would have been available costs have been available costs have the project completed and the project completed and the project completed and the project completed and the project control that the project costs to the days project control to the days project control to the costs are a Project cost. It can be cost set on the cost set of the project costs of the project
	Sheffield Moving & Storage Total	Material for Hotel Mock-up	NOT APPROVICE.  Related to Andez hostel. Coco has been awaiting a budget from Micrahi for the soope of work raise 2018. To date, no equipted from Micrahi. To date, the supplies from Micrahi.  To date, Micrahi has not unbursted a budget for the hydroget Andez Hostel.  Coco has not received copies of the Costract, Change Orders, Estrac of Coco has not received copies of the Costract, Change Orders, Estrac of Language (plant status in a manner that lappile or early follows: 10, 1475.00 requires Micrahi to provide documents has a seasonabled under to Coco Food Progress Micrahi to provide documents and examined under order to Coco Food Progress.  The commercial engagements and contracts are engagetated without Cocois involvement that the payment is made to avoid detriment to the Project progress.		1,575.00							
A.52	Skyway Canada Limited	1 Charges for Scaffolding installed	NOT APPROVID: Incremental service cost are now being incurred after the construction. Incremental service cost are now being incurred after the construction 4,679.5.1 been served for failure to complete construction by service fender. This cost in convolung incurred due to Contractor's fault and is recoverable from Contractor, Marzahi	Charges for Scaffolding installed	2,510.00 Charges for Scaffolding installed	24,478.00	Charges for Scaffolding installed	2,110.00		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 be senior being failured and construction completions and being lineared due to Construction. Yall and a dis recoverable from Constructor, Mariahi.	Same as previous month - Mark's response is unsubstantiated as to why these cannot be charged back to Contractor when there is a sensor lender's notice of default for failure to complete the project by Dec 2022	Belates to scaffolding importion for items restrict which would not have been incurred restrict which would not have been incurred restrict which would not have been for special to the special to the special to the complete all per scheduled time. This CC. These costs are a Project cost. should be responsiblely of contrator, Morah loc.
A.53	Staples	1 Office supplies	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the service lender, hotice of default has 287.68 service for failure to compilete contruction by service feeder. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mixtrah	Office supplies	1,431.19 Office supplies	359.88	Office supplies	714.21		All Mizrahl costs as it is overhead/admin costs which is 823,40 covered under their CM fee Mark does not differentiate between admin costs and project costs clearly.	All Marahli costs as it is overhead/admin costs which is 984.62 covered under their CM fee.Mark does not differentiate between admin costs and project costs clearly.	All Mirabli costs as it is overhead/admin All Project related costs are charged through to the costs which is covered under their CM fee. Project. Your comment is not valid.
A.54	Stephenson's Rental Services	1 Heater rental	NOT APPROVED: INCOMMENTAL THE NEW YEAR OF THE SECRET APPROVED TO THE SECRET APPROVED T	Heater rental	14,810.30 Heater rental	11,721.46	Heater rental	28,832.14		Incremental cost are now being incurred after the construction compared not see construction to the committee of the senior 15,928.21 incide. Indicate of default has been served for failure to complete construction by relater leader. The cost in ow being incurred durant Contractor's fault and it recoverable from Contractor's fault and it recoverable from Contractor's facilities.	Same as previous month. Mash's regions is uncontracted as to why those 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 gold due to delay in project construction should be charged in the construction of the construction. There are no grounds to charge bad these costs to the construction to the venture of the rent of the costs of the costs are an expectation. GC. These costs are a Project cost. should not be been aby the payout as the recovered from Controlons, March be in provided from the costs, March be in provided from the costs of the costs of the provided from the costs of provided from the provided from the costs of provided fro
A.57	Super Save Fence Rentals Inc.	1 Fence rental	NOT APPROVED: Incremental service cost are now being incurred after the construction 11.65 been served for failure to complete construction by service feeder. This to now being incremed due to Contractor's fault and is recoverable from Contractor, Mizzahi	Fence rental	Fence rental	31.85	Fence rental	31.85			NOT APPROVED: Incremental cost are now being incurred after the construction completion data committee to the senior lender. Nation of default has been served for failure to predict conditionably special reliant. This cost is now being incurred on the Committee fault and is recoverable from contractor, Marsalia.	
	Taline		NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the service lender, Notice of default has 100.00 been served for failure to complete construction by service lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Mixtuals		100.00							
A.60	The Fence People Ltd.	1 Fencing	NOT APPROVED: Incremental service cost are now being incurred after the construction incremental service cost are now being incurred after the construction opportunities of the service lender. Notice of default has been served for failure to complete construction by service lender. This cost in now being incurred due to Contractor's fault and is recoverable from Contractor, Mizzahi	Fencing	Fencing	1,356.00	Fending	2,987.00		NOT APPROVED: Incremental cost are now being incurred after the construction completion date committed to the serior lender. Notice of default has been served for failure to complete construction by paint lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Marsin Contractor, Vision and Contractor (Marsin).		Rent charges that are being gold due to delay  2,712.00  In project construction should be charged  There are no grounds to charge back these costs to the back to the construct, Marchail Inf. for costs  Occ These costs are a Project cost.
A.62	Toronto Hydro	1 Rental for pump	NOT APPROVED: Incremental service cost are now being incurred after the construction 43.72 been served for failure to complete construction by service feeder. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, Marzahi	Rental for pump	37.36 Rental for pump	38.60	Rental for pump	34.99		NOT APPOVED: Incremental cost are now being incurred after the construction completion date committed to the senior ander, notes of default has been senior ender for failure to complete construction by senior lender. This cost is now being incurred due to Contractor's fault is recoverable from Contractor, Marzahi	NOT APPOVED: Incremental cost are now being incurred after the contraction completion date committed to the senior lender. Notice of detail has been served for failure to complete construction by serior lender. This cost is now being incurred due to Contractor's fault is recoverable from Contractor, Marahi	Rent charges that an being gold due to delay  35.14 in project construction should be charged. There are no grounds to charge back these costs to the  back to the constancy. Matheria for costs. GC. These costs are a Project cost.  overrune.
A.63	Toshiba	1 Office copier rental charges	INCT APPROVIDED.  Incremental service cost are now being incurred after the construction completion date committed to the sensor lender. Notice of default has been served for failure to complete committed to the sensor lender. Notice of default has been served for failure to complete contriction by senior lender. This cost is now being incurred due to Contractor's fault and is recoverable from Contractor, March 1991.	Office copier rental charges	298.64 Office copier rental charges	555.41	Office copier rental charges	-		NOT JAPROVED: Rental charges are now being incurred after the construction completion date committed to the serior lender. Notice of 379.07 distant bits been served for failure to consplice construction by senior lender. This charge the configuration of the control of the con	NOT APPROVED: Rental charges are now being incurred after the construction completion date committed to the sensire lender. Notice of 527.83 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, Mitzahl	
A.66	Uline Canada Corp.	Safety hats Storage box and Office supplies	NOT APPROVED: Incremental service cost are now being incurred after the construction completion date committed to the senior lender. Notice of default has been some being former complete contribution by senior knots. This been some being former complete contribution by senior knots. This day to construct, which was the Construct, that and it is recoverable from Construction, March 1991.	Safety hats Storage box and Office supplies	292.83 Safety hats Storage box and Office supplies	2,720.70	Safety hats Storage box and Office supplies	928.03			NOT APPROVED:  Incremental cost are now being incurred after the construction completion date committed to the senior zero. According to the senior senior. Rocker 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, March Contracto	58.31 ok
B.07	Todd Hallam	Travel to Vietnam - Airfare, Visa & lunch expenses	NOT APPROVED: It is not demonstrated how travel costs claimed are related to the Project.  16,657.31 Coc 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	NOT APPROVED:  It is not demonstrated how travel costs alimed are related to the Project. Cost contrapprove these costs as if does not believe them to be Project related.				HUIII CONTU-ECCO, 78922-WII	
8.08	Triovest	2 Office rent & misc. charges	NOT APPROVED.  In continuation through previous mounts, Cellico Sent - Mair 2023. 2 Bisor fact.  In continuation through previous mounts, Cellico Sent - Mair 2023. 2 Bisor fact.  38,655-30  cont fact is available in all the project been completed on time by using Ministry and Cellico Sent - Mair and Cellico Sent - Ma	Office rent & misc. charges	38,559.30 Office rent & misc. charges	37,501.03 no	NOT APPROVED.  NOT APPROVED.  Boot Inc. 1 See In 18,009,30 should be contractor cost. This continuation from previous months, Office Intert. Mair 2023 - Bloom text. See In 18,009,30 should be contractor cost. This continues to the completed of the properts that the supported, the supported of the properts of the properts of the completed on limit by surject existing space in the propert.  Office rent & miss., charges the properts of the prope	38,693.80	In continuation from previous months, Office Rent Feb 2023 - 2 Bloom L Set et als 8,659 30 should be contractor cost. This was disapproved, and the tender supported, rental agreement is not available had the project been completed on time by using esting space in the project. Mirrahi falls to substantiate why these costs are not recoverable from Contractor, Mirrahi's failure to perform.	In continuation from previous months, Office Rest Feb 2023 - 2 Bloor fire. See Hill 18,693 30 should be contractor cost. This was disapproved, and the selfer support, effect on the cell search of the self-search of the search of th	Same as earlier moons. Notices fails to substantials why 17.25 these costs we not recovered from Cartains, Marah's failure to perform.	Office Rent - Feb 2023 - 2 Bloor Inc Size H 38,695.30 Ground be contractor cnt. The sex  38,549.07  There are no grounds to charge back these costs to the further, this is a cost that is avoidable had the project bees completed on the by using existing space in the project.
C.01	CM Fee	2	53,189.92		54,881.57	33,874.57		56,182.70	NOT APPROVED: The CM Fee is supposed to be at 2.0% as per the binding Arbitration Award in lieu of 5% charged in this invoice.	All 1075.57 The CM Fee Is approved to 8 of 2 DWs per the binding Addition Alexed in these of the changed in this involve.	NOT APPROVED:  38,128.16 The CAF Rest is upposed to the d 2 DRs a per the binding Artification Award in time of this charged in this involve.	The it consistent with the left to Project is and this bloom controlled to the left to Project is and this bloom controlled to the Truck of the left to the left t
		SUB-TOTAL HST	1,116,988.22 145,208.47	SUB-TOTAL HST	1,152,513.06 SUB-TOTAL 149,826.77 HST	711,365.93 92,477.60	SUB-TOTAL HST	1,179,836.73 153,378.77		1,040,880.44 112,136.31	776,240.00 100,911.20	621,796.90 80,833.60
		GRAND TOTAL (as per invoice)		GRAND TOTAL (as per invoice)	1,302,339.83 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 Commercial (The One) GP

INVOICE # C1368 Invoice date: July 12, 2023 For July 2023 Date prepared: July 14, 2023

			M	izrahi Rates in Inv	oice	Using 3% infla	ation/yr	Using 5% inf	lation/yr
Name	Title	Time %	Mizrahi Rate	Amount \$	Rate (year)	ED Benchmark rat Ex	ccess charge	ED Benchmark raE	xcess charge
	Project Director	100%	51,742	51,742	620,907	255,891	365,017	268,685	352,22
	VP Construction	85%	46,835	39,810	562,020	211,536	350,484	222,113	339,9
	Structural Site Super	100%	41,570	41,570	498,837	170,594	328,243	179,123	319,7
	Director Construction PM	100%	30,470	30,470	365,640	170,594	195,046	179,123	186,5
	Super - Interiors	100%	27,206	27,206	326,473	163,770	162,703	171,959	154,5
_	Site Super - Envelope/Elevators	100%	27,206	27,206	326,473	163,770	162,703	171,959	154,5
	BIM Scheduler	100%	25,871	25,871	310,454	150,123	160,331	157,629	152,
	PM Envelope	100%	24,172	24,172	290,063	136,475	153,588	143,299	146,
	PM Structure	100%	24,172	24,172	290,063	136,475	153,588	143,299	146,
=	Asst Site Super - Structure	100%	15,053	15,053	180,634	129,651	50,983	136,134	44,
	Super - Commercial Fit Out	100%	27,206	27,206	326,473	163,770	162,703	171,959	154,
	APM Envelop	100%	19,892	19,892	238,703	136,475	102,228	143,299	95,
	Senior Estimator	100%	24,172	24,172	290,063	102,356	187,707	107,474	182,
	Coordinator - Commercial Fit Out	100%	14,455	14,455	173,457	129,651	43,805	136,134	37
	Coordinator - Structure	100%	14,455	14,455	173,457	129,651	43,805	136,134	37
	Materials Coordinator	100%	12,900	12,900	154,805	129,651	25,153	136,134	18,
	Accountant	100%	12,515	12,515	150,185	136,475	13,710	143,299	6
	Coordinator	100%	14,455	14,455	173,457	129,651	43,805	136,134	37
	APM M&E	100%	19,892	19,892	238,703	136,475	102,228	143,299	95
	PM - Fineshes	25%	24,172	6,043	290,063	136,475	153,588	143,299	146
	General Site Super	100%	41,570	41,570	498,837	204,713	294,124	214,948	283
	Logistic Manager	100%	14,455	14,455	173,457	129,651	43,805	136,134	37
	Residential Site Super	100%	27,206	27,206	326,473	163,770	162,703	171,959	154,
	PM Commercial & Residential Interiors	100%	24,172	24,172	290,063	136,475	153,588	143,299	146,
	Estimator	100%	14,455	14,455	173,457	163,770	9,687	171,959	1,
	Façade Site Superintendent	100%	27,206	27,206	326,473	163,770	162,703	171,959	154,
otal: Project Staff (	Costs / Excess charge			622,320	7,769,687	3,981,658	3,788,029	4,180,741	3,588,
M Fee		5%		31,116	388,484		308,851	83,615	304,
otal Mizrahi Invoi	ce / Excess charge			8,158,171	4,061,291	4,096,880	4,264,356	3,893,815	3,893,

#### 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

	Туре	Date	Num Due Date	Aging	Open Balance	Approval status	Comments	
<b>Chart Communications</b>	Inc.							
	Bill	7/1/2023 12388	7/31/2023	_	1,576.35			
Total Chart Communicati	ons Inc.			-	1,576.35			
Joy von Tiedemann Pho	otography	/ Inc.						
	Bill	6/27/2023 430107	7/27/2023	_	2,067.90			
Total Joy von Tiedemann	n Photogra	phy 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.	directly, however increased diligence needs to be practiced by MI when documents are
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.	•	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 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 micromanaging small items directly	This needs to be reviewed based on the subtrade 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		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



### 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.

Safety Item	This Month	Total to Date
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]:
  - o Plumbers Strike 20 days (June 10<sup>th</sup>, 2019 to August 10<sup>th</sup>, 2019)
  - o Stop Work Order 34 days (December 12th, 2019 to March 9th, 2020)
  - o COVID-19 34 days (March 23<sup>rd</sup>, 2020 to May 11<sup>th</sup>, 2020)
  - O 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 31st, 2020 to September 24th, 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.]



- Project schedule items that remain a concern include:
  - o 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.

#### o 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.



- 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.

#### o 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.

### o 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



- 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 commended installation on Sept. 26, 2023.



### 1.2.1. Milestone Tracking

Project Major Milestone  nstall ACS	Forecast Start	Forecast	Actual	Actual
, ,	Start			Actual
nstall ACS		Finish	Start	Finish
nstall 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 (ocupancy)		Mar 30 24		
tructure Complete to Level 19		Jan 11 23		Jan 11 23
andscaping Complete		May 31 24		
Nest Bank Hotel Shuttle Elevators Complete		May 31 24		
Hotel Curtain Wall Complete ( Except Hoist Suites )		Nov 30 23		
Hotel Fitout Commence	May 23 23			
lotel Elevators Complete		Apr 5 24		
lotel Fitout Complete	TBD	TBD		
itout of KSF Commence	Mar 22 22			
ower Level 17 & 18 Mechanical Room Commissioned		Jan 23 24		
structure Complete to Level 39		Oct 2 23		Oct 2 23
ower Curtain Wall Installation ( Levels 19 to 36 - excl. hoist Suites )	Jan 29 24	Jul 26 24		
ow Rise Suites Fitouts Commence	Sep 8 23			
Structure Complete to Level 59		Mar 8 24		
ower Curtain Wall Installation ( Levels 39 to 56 - excl. hoist Suites )	Feb 1 24	May 15 24		
ower Level 37 & 38 Mechanical Room Commissioned		May 16 24		
Mid Rise Suites Fitouts Commence	Feb 6 24			
Itout of KSF Complete		Jan 31 24		
structure Complete to Level 79		Aug 30 24		
Structure Complete to Roof	1	Sep 5 24		
ow Rise Suites Client Turnover ( Levels 19 to 37 )		Jul 25 24		
ow Rise Elevators Complete ( Levels 6 to 56 )		Aug 20 24		
ower Level 57 & 58 Mechanical Room Commissioned	1	Oct 18 24		
ower 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		
ower Curtain Wall Installation ( Levels 79 to 85 - excl. hoist Suites )	Sep 30 24	Nov 28 24		
ower Level 77 & 78 Mechanical Room Commissioned		Dec 20 24		
ligh Rise Suites Client Turnover ( Levels 59 to 77 )	1	Feb 13 25	1	
ligh Rise Elevators Complete ( Levels 6 to 82 )	1	Aug 26 24	1	
ligh 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

Schedule Status – October 2023				
March 2025 Completion	Actual	March 2025 Completion	March 2025 Completion	
Schedule	% Complete	Schedule vs Actual	Schedule vs Actual	
% Complete		% Variance	Days Variance	
80.12 %	82.98 %	2.85 %	TBD	

Refer to Appendix A for the Construction Progress Forecast.

Delay Status – October 2023				
Main Factor	Days of Delay			
Underslab Drainage Operator Strike	20			
Stop Work Order	34			
COVID-19	34			
Above Grade Permit	80 (up to August 31st, 2020)			
Site Remobilization	17 (up to September 24 <sup>th</sup> , 2020)			
Manpower and Productivity	21 (up to October 21st, 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'th Floor Design Change	33			
Impact 5'th Floor Walls Design Change	20			
(6th to 7 <sup>th</sup> ) Formwork Fire (Jan. 21/22)	15			
Labour Strike	15			
TOTAL	312			

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.

Schedule improvements – October 2023				
	Potential		Actual	
Potential areas of improvement	Cost impact	Schedule	Cost impact	Schedule
		impact		Impact
Extended work hours	TBC	6 months		
(up to 6am – 10pm)				
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	TBC	3 months		
trades				

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



RFI Status – October 2023					
RFIs Issued to Date	RFIs Closed	RFIs Outstanding			
999	959	40			

Submittal Status – October 2023				
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			
Heritage Restoration:					
	Masonry	96.04 %			
Below Grade Structure:					
	MEP	92.36 %			
	Finishes	82.96 %			
Tower:					
	Structure	43.15 %			
	Envelope	22.07 %			
	MEP	18.33 %			
	Finishes	2.99 %			
South Podium:					
	Structure	100 %			
	Envelope	98.00 %			
	MEP	60.05 %			
	Finishes	6.96 %			
West Podium:					
	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  – Below Grade	July 2, 2019	May 31, 2023	Issued for Information drawings released on July 12, 2019. 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. 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 – Underground to Concourse	June 14, 2019	June 28, 2019	P4 to L2 M&E IFCs were issued June 28, 2019.
Electrical IFC – Ground to L85	June 14, 2019	July 16, 2019 August 19, 2019 July 14, 2023	L3 to L6 M&E IFCs were issued July 16, 2019. L7 to L18 IFCs were issued August 19, 2019. L19 to L85 IFCs were issued July 14, 2023
Mechanical IFC  – 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 L85	July 30, 2019	July 14, 2023	L19 to L85 M&E IFCs were issued July 14, 2023.



Milestone	Target Date	Actual Date	Notes
Interior Design: Hotel Design IFC – P1	November 4, 2019	100% CD issued April 9, 2020	The last Mechanical update was issued under MSI-034 (SI-122) on Oct 8th, 2020.
Interior Design: Hotel Design & Bar Buca IFC – Ground Floor	November 4, 2019	Buca ONLY issued December 17, 2020 Fit-up issued on 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: Hotel Design IFC – Level 3 to 4	October 15, 2021	Sleeving Coordination for Level 4 issued November 18, 2020.	90% CD issued (Level 03) April 30, 2021  Level 4 - Concept is being finalized. Issuance dates TBD
		90% CD for Level 3 was issued April 30, 2021.	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.
			Level 3 90% CD has been reissued on July 16, 2021 90% CD for Level 4 TBD
			100% CD for Level 4 TBD
Interior Design: Hotel Design IFC – Level 2, 5 and 6	June 25, 2021	50% CD for Level 2 issued October 15, 2020.  50% CD for Level 5 and Level 6 issued	After 90% CD issuance, on March 26, 2021, the consultants received comments from Hyatt on April 19, 2021. Hyatt had requested a midreview prior to 100% CD Issuance
		October 15, 2020.  90% CD Issued on	100% CD was issued on June 11, 2021 by all the consultants. Mechanical consultant was given
		March 26, 2021.  100% CD Issuance on June 18, 2021	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



Milestone	Target Date	Actual Date	Notes
Interior Design: Hotel Design IFC  - Tower (includes suites)	June 25, 2020	100% DD Set issued October 19, 2020	ID (Design Agency) - 100% DD Set issued October 19, 2020
– Tower (includes suites)		Mock-up Room (MUR) Package re- issued on April 16, 2021.	100%CD for Mock-up suite was issued on February 19, 2021. Few updates have been made and reissued on April 16, 2021.  90% CD, for Hotel suites and Guestrooms, currently expected November 25, 2021.
			50% ID Issuance on November 25, 2021
			Design Coordination for Hotel suites is currently on-going. Design Agency has already issued drawing packages with the following:  Typical 7th-10th Floor, and 12th-15th Floor Overall Plan  1th Floor Overall Plan  16th Floor Overall Plan  FF&E Layout Plans (15 room types)  Reflected Ceiling Plans (15 room types)  Power & Communication Plans (15 room types)
			100% CD Date – TBD; To be issued after the review of the mock-up suites is complete.

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



### 3.2 Detailed Milestones

Milestone	Target Date	Actual Date	Notes
Above Grade Roofing and	March 29, 2019	July 12, 2019	Delayed due to changes on the
Waterproofing			6 <sup>th</sup> floor podium/pool area.
<ul> <li>Updated Specifications &amp;</li> </ul>			
Drawings			Above Grade Roofing and
			waterproofing drawings were
			issued July 12, 2019
Electrical IFC	Mach 29, 2019	August 16,	Issued August 16, 2019.
(L18 down) – Comments		2019	
Mechanical Residential	October 30, 2020	July 9, 2020	Issued July 9, 2020
Tender			
M. 1 1 IFC (I 10 1 )	Marrala 20, 2010	A	January 26, 2010
Mechanical IFC (L18 down)	March 29, 2019	April 26, 2019	Issued August 26, 2019.
- Comments	A	M 20, 2010	DOC C : t : 1 :
Structural Setting Out	April 5, 2019	May 29, 2019	POC for interior design
Drawings (Ground Floor)			finalized in July 2020 and
			installed for
C 41. O 1 D .	T 1 0 2010	T 1 0 2010	pour.
Setting Out Drawings	July 8, 2019	July 8, 2019	Elevations only.
(Tower)			

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:

Company Name	Consultant / Engineer
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 <u>Permit Status Matrix</u>.

#### **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	<b>Execution Date</b>	Notes	
Building Curtain Wall Award	July 31, 2018	August 21, 2018	Contract signed May 24, 2019.	
North Tenant Structural Glass	August 21, 2018	August 21, 2018	Contract signed May 4, 2019.	
Wall, Cladding and Entrances				
(LOI issued August 21, 2018)				
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 Jun 2, 2021. Original trade closed in 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.	



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

### 5.3.2 Tender Status

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



	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:		J		
, , ,	Hotel – S/O			
	Commercial Level – S/O			Must use Hotel
				Supplier
	Installation of Case			• •
	Goods and F, F & E			
Caulking & Sealants				
_	(Gamma	Ready to award	Nov. 2023	Firestop & Smoke
	De-Scope'd items)			Seal
Wood Doors:				
	Commercial (S/O)	Repricing	Dec. 2023	In Carpentry scope
	Hotel (S/O)	Repricing	Dec. 2023	In Carpentry scope
	Residential Suite Entry	Repricing	Nov. 2023	In Carpentry scope
	(S/I)			
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		TBD	May 2024	
Flooring				
Painting and		Awarded	Dec. 2023	LoI Issued to Luis
Wallcovering				
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 descoping 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



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 subassembly 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 <u>Daily Log Manpower Report</u>.



### **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 October 2023 Date: Number of Site Orientations 51 Number of Safety First Inspections 25 September 16, 2022 - October 15, 2023 This Month Safety Item **Total to Date** First Aids 1 24 0 25 Medical Aids 0 0 Critical Injuries Near Misses 40 1 Other Incidents 0 49 MOL Visits 1 20 MOECC Visits 0 1 40 JHSC Meeting Held 1 WTC Meeting Held 32 1 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









































